

### TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING AGENDA

Tuesday, July 15, 2025 AT 1:30 PM

### TOWN HALL COMMISSION CHAMBERS, 3614 S. OCEAN BLVD., HIGHLAND BEACH, FL

### **Town Commission**

Natasha Moore
David Stern
Vice Mayor
Vice Mayor
Commissioner
Judith M. Goldberg
Jason Chudnofsky
Commissioner

Marshall Labadie Town Manager Lanelda Gaskins Town Clerk Leonard G. Rubin Town Attorney

- 1. CALL TO ORDER
- 2. ROLL CALL
- 3. PLEDGE OF ALLEGIANCE
- 4. INVOCATION
- 5. APPROVAL OF THE AGENDA
- 6. PRESENTATIONS / PROCLAMATIONS
  - A. Dorothy Jacks, CFA, AAS Palm Beach County Property Appraiser Presentation
  - B. State Legislative Updates by State Representative Peggy Gossett-Seidman, District 91
  - C. Resolution No. 2025-017

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Natural Resources Preservation Advisory Board; and providing for an effective date.

### 7. PUBLIC COMMENTS

Public Comments will be limited to five (5) minutes per speaker.

- 8. CONSENT AGENDA (These are items that the Commission typically does not need to discuss individually, and which are voted on as a group.) Public Comments will be limited to three (3) minutes per speaker per item after Commission initial discussion.
  - A. Resolution No. 2025-018

A Resolution of the Town Commission of the Town of Highland Beach, Florida setting the proposed not to exceed millage rate pursuant to Section 200.065(2)(B), Florida Statutes, and setting the date, time and place at which a public hearing will be held to consider the proposed millage rate and tentative budget.

**9. ORDINANCES** (Public Comments will be limited to three (3) minutes per speaker per item after Commission initial discussion.)

None.

- **10. UNFINISHED BUSINESS** (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)
  - A. Building Department Recertification Program Update
  - B. Florida Department of Transportation (FDOT) RRR Project Update
- **11. NEW BUSINESS** (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)
  - A. My Highland Beach App annoucement.
  - B. Consideration to designate a Town Commissioner and an alternate to the Multi-Jurisdication Issues Coordination Forum Executive Committee as a representative of the Town.
  - C. Discussion on permitted landscaping in the public right-of-way.
  - D. Approve the purchase of two (2) sewer pumps from Xylem Water Solutions USA, Inc., a sole-source provider, for Lift Stations No. 1 and No. 3, in an amount not to exceed \$149,179.00, in accordance with the Town's purchasing policy.
  - E. Approve and authorize the Mayor to execute a contract with Insituform Technologies, LLC for the Sanitary Sewer Rehabilitation Project, in an amount not to exceed \$1,342,141.90, pursuant to OMNIA Partners National Cooperative Contract No. 23-065-PW.

July 15, 2025

F. Approve and authorize the Mayor to execute a contract with Contractors Services Unlimited for renovations to the Building Department storage room, in an amount not to exceed \$96,300.00, in accordance with Invitation to Bid No. 25-002.

### 12. TOWN COMMISSION COMMENTS

Commissioner Jason Chudnofsky

Commissioner Judith M. Goldberg

Commissioner Donald Peters

Vice Mayor David Stern

Mayor Natasha Moore

### 13. TOWN ATTORNEY'S REPORT

### 14. TOWN MANAGER'S REPORT

### 15. ANNOUNCEMENTS

### **Board Vacancies**

Code Enforcement Board One (1) vacancy for a three-year term

**Meetings and Events** 

August 05, 2025 1:30 P.M. Town Commission Meeting

**Board Action Report** 

None.

### **16. ADJOURNMENT**

**NOTICE:** If a person decides to appeal any decision made by the Town Commission with respect to any matter considered at this meeting, you will need a record of the proceedings, and you may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (The above notice is required by State Law. Anyone desiring a verbatim transcript shall have the responsibility, at his own cost, to arrange for the transcript).

Pursuant to the provision of the Americans with Disabilities Act, any person requesting special accommodations to participate in these meetings, because of a disability or physical impairment, should contact the Town at 561-278-4548 at least five calendar days prior to the Hearing.

### File Attachments for Item:

### C. Resolution No. 2025-017

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Natural Resources Preservation Advisory Board; and providing for an effective date.



# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

**MEETING TYPE:** Commission Meeting

MEETING DATE July15, 2025

SUBMITTED BY: Jaclyn DeHart, Deputy Town Clerk

THROUGH Lanelda Gaskins, Town Clerk

**SUBJECT:** Resolution No. 2025-017

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Natural Resources Preservation Advisory Board; and

providing for an effective date.

### SUMMARY:

Consideration of Resolution No. 2025-017 ratifying the selection, appointments, and term of office of a member of the Natural Resources Preservation Advisory Board (NRPAB); and providing for an effective date.

On April 30, 2025 one (1) Board Members term ended which created one (1) vacancy for a three-year term April 30, 2028.

The Town Clerk's Office received one (1) board application for Town Commission consideration. The applicants' name is as follows:

Kiki Baxter (Parker Highland)

As set forth in Sec. 2-99, in the Town's code, terms for all boards shall be three (3) years and no board member may serve more than two (2) consecutive terms on the same board without first taking a one-year hiatus from the board. Appointments for partial terms shall not count toward the two-term limit. Additionally, in accordance with Resolution 19-029, the Human Resources Department reported preliminary background checks on all applicants to the Town Clerk's Office. The background check results disclosed there were no objectionable findings. In addition, there were no code violations.

### **FISCAL IMPACT:**

N/A

### **ATTACHMENTS:**

Kiki Baxter application, resume, and vetting form.

Resolution No. 2025-017

### **RECOMMENDATION:**

With the Commission's consideration, Staff recommends the adoption of Resolution No. 2025-017 for one applicant to serve a term as outlined in the resolution.

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### **RESOLUTION NO. 2025-017**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, RATIFYING THE SELECTION, APPOINTMENTS AND TERM OF OFFICE OF MEMBERS OF THE NATURAL RESOURCES PRESERVATION ADVISORY BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 2, Article V, Division 3, Sec. 2-135 of the Town's Code of Ordinances establishes the Natural Resources Preservation Advisory Board and governs the membership, qualification, function, and rules of the Natural Resources Preservation Advisory Board; and

**WHEREAS,** these provisions of the Code establish the selection, appointment, and terms of office of members of the Natural Resources Preservation Advisory Board; and

**WHEREAS,** on April 30, 2025, one (1) member's term ended, thereby opening one (1) vacancy on the Board; and

WHEREAS, the Town Clerk's Office received one (1) application for consideration; and

**WHEREAS,** pursuant to Sec. 2-99(1)(a) of the Town's Code of Ordinances, the chairperson of each board shall interview applicants for the board and provide a recommendation to the Town Commission; and

WHEREAS, the Chairperson of the Natural Resources Preservation Advisory Board interviewed the applicant and recommends that the Town Commission appoint one applicant to the Board; and

WHEREAS, Town residents interested in serving on or continuing to serve on the Natural Resources Preservation Advisory Board have submitted board applications for the Town Commission's consideration.

# NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, THAT:

**Section 1.** The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the Town Commission.

Section 2. Consistent with the Town's Code of Ordinances, one (1) member has been selected by the Town Commission to serve on the Natural Resources Preservation Advisory Board for a three year term ending April 30, 2027, as follows:

**Board Member** Kiki Baxter

**Section 3.** This Resolution shall become effective upon adoption.

**DONE AND ADOPTED** by the Town Commission of the Town of Highland Beach, Florida, this **15th** day of **July** 2025.

ATTEST:	Natasha Moore, Mayor		
	REVIEWED FOR LEGAL SUFFICIENCY		
Lanelda Gaskins, MMC Town Clerk	Leonard Rubin, Town Attorney Town of Highland Beach		

VOTES: YES NO

Mayor Moore Vice Mayor David Stern Commissioner Don Peters Commissioner Judith Goldberg Commissioner Jason Chudnofsky



### **MEMORANDUM**

TO:	Lanelda Gaskins, MMC, Town Clerk	
FROM:	Barbara Nestle	
DATE:	may 25 2025	
SUBJECT:	Initial Vetting of Applicant: Kiki Baxter	
On May 25 202 to discuss his/ impact he/she of Detail Explanat	her community involvement, education, professional experiences and the positive could bring to this Board for the betterment of the Highland Beach community.	
restoration and She has been p moved north for	pour in my building and has always demonstrated huge interest in our dunes a native plants in our landscaping.  assionate about the Everglades restoration for years and grew up in Florida. She for 4 years but had to come back as she missed our lush nature and tropical climate. In the impact of nature on our greater health with a holistic view.	
current advisor and works for a tour provider for and wildlife. Sh passion for gett	al background is in marketing and communications, a perfect addition to our y board. She used to work for the University of Miami and recently changed jobs a marketing agency. She also worked for a student travel organisation that was the or Ivy league universities etc, focusing on niche topics such as conservation, biology e was out in the field with students and enjoyed educating them. She has a deep ing people excited about nature and away from their screens and social media posing young people to educational resources and nature.	
Kiki is a volunt	eer at FWC. She does trail monitoring/camera programs in the Everal des to study	
Based upon my recommendation	review of the Resume', the Board Application and the Interview today, my	
For the A	Appointment of this Applicant  Me Appointment of this Applicant  Of Care	1
Against t		K
Si	2 Janua Werlle	
Signature of Bo	ard Chairperson	

Kiki is a neighbour in my building and has always demonstrated huge interest in our dunes restoration and native plants in our landscaping.

She has been passionate about the Everglades restoration for years and grew up in Florida. She moved north for 4 years but had to come back as she missed our lush nature and tropical climate. She is interested in the impact of nature on our greater health with a holistic view.

Her professional background is in marketing and communications, a perfect addition to our current advisory board. She used to work for the University of Miami and recently changed jobs and works for a marketing agency. She also worked for a student travel organisation that was the tour provider for Ivy league universities etc, focusing on niche topics such as conservation, biology and wildlife. She was out in the field with students and enjoyed educating them. She has a deep passion for getting people excited about nature and away from their screens and social media... She masters exposing young people to educational resources and nature.

Kiki is a volunteer at FWC. She does trail monitoring/camera programs in the Everglades to study wildlife. She did many programs for the young with FWC and loves to get the kids out to nature. She did multiple scubs clean ups for PB County. She is inspired by public outreach, education and inspiration.

With the above background she is a perfect fit for our advisory board. She is young and brings new ideas and energy into our board. Her expertise in social media, communication and marketing and event planning would be very beneficial to our team, as this is exactly what we are focusing on right now

I highly recommend approving and appointing this young and very smart lady to our Nature Advisory Board!



Highland Beach, Florida 33487

Phone: (561) 278-4548 Fax: (561) 265-3582

# Town of Highland Beach Town Clerk's Office Town Clerk's Office

### BOARDS AND COMMITTEES APPLICATION

This information is for consideration of appointment to a Town Board. Please complete and return this form to the Town Clerk, along with your resume and proof of residency such as a government issued identification or voter registration card.

	orida Public Records Law is very broad. Doc upon request. Your information provided wit					
NAME: Kiki	Baxter		PHONE: <u>5</u>	61-289-3	1994	
HOME ADDRES	ss: 4605 S. Octan Bird.			APT. NO	0B	
SUBDIVISION:_	Parker Highland	EMAIL	ADDRESS: Ki	Kibaxterp	noto@gmail	NC).
SERVING IN N	CT THE BOARD(S) / COMMITT UMERICAL ORDER FROM 1 THI EAST CHOICE. (A description of	ROUGH	7, WITH 1 BEI	NG YOUR F	IRST CHOICE	
	Board of Adjustment & Appeals		Code Enforceme	ent Board		
	Financial Advisory Board		Natural Resou Board	rces Preserv	ation	
	Planning Board		Other Board /Co	mmittee		
PLEASE MARK YES OR NO FOR EACH OF THE FOLLOWING QUESTIONS:						
Are you a residen	nt of Highland Beach?			Yes	No	
Are you a register	red voter in Highland Beach/Palm Bea	ch Count	y, FL?	Yes _ /	No	
Are you currently	serving on a Town Board?			Yes	No 🗸	
Have you ever se	rved on a Town Board/Committee?			Yes	No 🗸	
If so, please indic	ate the Board(s)/Committee(s)?			Date of Servi	ce:	
Are you willing t	o attend monthly board meetings? In P	erson		Yes/	No	
Per Town Code of Ordinance, I understand any member absence from three (3) consecutive meetings will be						
considered as res	ignation from the board/committee.			Yes 🗸	No	

Please list any special talent, qualification, education or professional experience that would contribute to your
service on the Board/Committee you have selected?

· Professional background in	marketing, communications. + events
· b years of experience in	outdoor education

Please summarize your volunteer experience(s):

Florida Fish + Wildlife Conservation Commission

- · Everglades Trail Camera Monitoring Program
- · Python Removal

Paim Beach County Northwal Areas

· Volunteer Clean up.

Florida Law requires appointed members on the Planning and Board of Adjustment and Appeals Boards to file a Form 1 - Statement of Financial Interests Disclosure form on an annual basis.

Vetting by the Board Chairperson. The Chairperson of each Board shall interview the applicant and submit a memorandum of recommendation to the Town Clerk's Office 14 days prior to the Town Commission Workshop Meeting for final appointment.

Palm Beach County Commission on Ethics requires appointed members to take the Code of Ethics Training every two (2) years.

I hereby certify that the statements and answers provided are true and accurate to the best if my knowledge.

WB.	5 · 7 · 25	
Signature of Applicant	Date	
Resume Attached.		

### Kiki Baxter

kiki\_baxter@icloud.com linkedin.com/in/kikibaxter | kikibaxter.com

### Summary

Experienced professional with a strong background in marketing, events, and communications, specializing in luxury travel, international education, and real estate sectors. Demonstrated success in executing campaigns for esteemed brands such as National Geographic, Smithsonian, Harvard University, Oxford University, and Yale University.

### Florida Atlantic University

Bachelor of Arts, Journalism | Bachelor of Arts, Psychology

### **Core Competencies**

- Branding, Graphic Design, Photography
- Marketing: Digital Marketing, Email Marketing, Google Analytics, Marketing Campaign Management, Social Media Marketing
- Event & Project Management: Event Management and Production, Project Management
- Business & Partnerships: Hospitality,
   International Travel, Business Development &
   Partnerships

### **Technical Skills**

- Design & Creative: Adobe Creative Suite,
   Canya
- Email & Marketing Automation: Constant Contact, Hubspot, Mailchimp, Zapier
- Productivity & Collaboration: Google
   Workplace, Microsoft 365, Monday.com
- CRM & E-commerce: Salesforce, Shopify
- Content Management: Dropbox, Wordpress

### **Experience**

### Office of Alumni Engagement - Market Director, West Coast (US)

University of Miami | October 2024 - Present

- Responsible for the strategic direction, marketing, planning, implementation, and management of varied regional events and programs.
- Manage portfolio of constituents including alumni, parents, donors, and friends of the University.
- Meet constituents in top markets (Los Angeles, San Francisco, Seattle, Denver) to get them involved, and solicit gifts under \$100,000.
- Work to actively move volunteers through a pipeline of involvement and trajectory of giving.
- Create regional programming/events that will appeal to a diverse audience, including alumni, parents, donors, and friends of the University, including participation by the President, Vice President, Deans, University staff, administration, and faculty.
- Manage the scheduling, budgeting, planning, relationship management, marketing, and execution of programs/events.

### **Director of Engagement & Events**

Putney Student Travel | May 2018 - September 2024

• Led and managed a team of field recruiters across North America and abroad, establishing goals and strategy, and overseeing schedules, budgets, and performance reporting. Developed and executed marketing

- campaigns that contributed to our best enrollment seasons in 74 years, achieving an average customer growth of 23%.
- Collaborated in the successful launch of products and partnerships with organizations such as National Geographic, Smithsonian, and the New York Times. Designed and executed digital and print marketing campaigns, including newspaper ads, print catalogs, brand websites, and webinars.
- Developed and executed a comprehensive annual training event for 250+ seasonal international employees, managing all logistics, meals, accommodations, training materials, and entertainment.
- Directed small group travel and pre-college programs for high school students in Nepal, Hawai'i, Fiji, Japan, and Italy, resulting in a 20% alumni retention rate.
- Managed social media accounts and developed user-generated content (UGC) initiatives.

### **Marketing and Communications**

Dodson Companies | September 2020 - May 2024

- Developed and executed the overall marketing strategy for a conglomerate of 40+ businesses, brands, and properties, including a \$25M multi-year real estate development project.
- Analyzed and reported on KPIs, metrics, analytics, and campaign results to owners and senior leadership.
- Served as the primary liaison for media publications, public relations, government officials, agencies, vendors, and real estate brokerages.
- Project managed all marketing initiatives, including digital campaigns, multiple websites, awareness campaigns, and PPC advertising, resulting in over a 400% increase in web and social engagement for several brands.
- Launched new products and brands, developing marketing strategies in the real estate, entertainment, and food and beverage industries.

#### **Freelance**

Marketing Professional | September 2010 - Present

As a freelance marketing professional, I collaborated with small businesses to identify their objectives and crafted customized strategies to achieve them. I developed engaging content for social media, blogs, websites, and email campaigns, ensuring consistency with the brand's voice. I managed and optimized digital marketing campaigns, including SEO and PPC, to maximize return on investment. Additionally, I monitored campaign performance, delivering comprehensive reports and actionable insights to guide future efforts. I have coordinated and planned events of various scales, including managing budgets, hiring staff and vendors, overseeing talent, securing permits, coordinating volunteers, etc.

- Published Photography Connection Coalition, Mantra Magazine, National Geographic Student Expeditions,
  Off the Mat Into the World, Something Big Yoga, Sun Sentinel, Voyage MIA Magazine, Woodfield Country
  Club, Yoga Fest
- **Branding and Websites** Cathy Rosenberg Yoga, Contemporary Doula International, Defy Gravity Yoga, Edward Stephens Real Estate, Jacks Down, The Orchid Nest, This Feng Shui Life
- Event Planning & Coordination Chester Festival on the Green, Okeechobee Festival, Putney Main Street Festival, Wanderlust Festival

### File Attachments for Item:

### A. Resolution No. 2025-018

A Resolution of the Town Commission of the Town of Highland Beach, Florida setting the proposed not to exceed millage rate pursuant to Section 200.065(2)(B), Florida Statutes, and setting the date, time and place at which a public hearing will be held to consider the proposed millage rate and tentative budget.



### RESOLUTION NO. 2025-018

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, SETTING THE PROPOSED NOT TO EXCEED MILLAGE RATE PURSUANT TO SECTION 200.065(2)(B), FLORIDA STATUTES, AND SETTING THE DATE, TIME AND PLACE AT WHICH A PUBLIC HEARING WILL BE HELD TO CONSIDER THE PROPOSED MILLAGE RATE AND TENTATIVE BUDGET.

**WHEREAS,** Section 200.065, Florida Statutes, commonly known as the "Truth in Millage" Bill or the "TRIM" Bill, provides that each taxing authority shall advise the Property Appraiser of its proposed millage rate, of its current rolled back rate, and of the date, time, and place at which a public hearing will be held to consider the proposed millage rate and tentative budget.

### NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, THAT:

**Section 1.** That the foregoing "WHEREAS" clause is ratified and confirmed as being true and correct and is incorporated in this Resolution.

<u>Section 2.</u> That the proposed not to exceed tax millage rate of the Town of Highland Beach for Fiscal Year 2024 shall be:

Operating Millage: 3.4159
Debt Service Millage: 0.1716

Total Proposed not to

exceed Millage Rate: 3.5875

Section 3. That the Operating Millage roll-back rate for Fiscal Year 2024 is 3.1491 mills. As defined in Section 200.065, Florida Statutes, the "rolled-back rate" is that certain millage rate which, exclusive of: new construction, additions to structures, deletions, increases in the value of improvements that have undergone a substantial rehabilitation which increased the assessed value of such improvements by at least 100 percent, property added due to geographic boundary changes, total taxable value of tangible personal property within the jurisdiction in excess of 115 percent of the previous year's total taxable value, and any dedicated incremental value, will provide the same ad valorem revenue as was levied during the prior year less the amount, if any, paid or applied as a consequence of obligation measured by the dedicated incremental value.

**Section 4.** That the date, time, and place of the public hearing to consider the above proposed not to exceed millage rate and tentative budget shall be as follows:

Date of the First Hearing: Tuesday, September 02, 2025

Time of Hearing: 5:01 P.M.

Place: Town of Highland Beach

**Commission Chambers** 

3614 South Ocean Boulevard Highland Beach, Florida 33487

**Section 5.** That this Resolution shall be in full force and effect immediately upon passage and adoption.

**DONE AND ADOPTED** by the Town Commission of the Town of Highland Beach, Florida, this **15**<sup>th</sup> day of **JULY** 2025.

ATTEST:	Natasha Moore, Mayor		
	REVIEWED FOR LEGAL SUFFICIENCY		
Lanelda Gaskins, MMC Town Clerk	Leonard Rubin, Town Attorney Town of Highland Beach		

VOTES: YES NO

Mayor Natasha Moore Vice Mayor David Stern Commissioner Donald Peters Commissioner Judith M. Goldberg Commissioner Jason Chudnofsky

### File Attachments for Item:

B. Consideration to designate a Town Commissioner and an alternate to the Multi-Jurisdication Issues Coordination Forum Executive Committee as a representative of the Town. MICFEC and Issues Forum Potential Meeting Dates 2025

Village of Palm Springs Council Chambers – 226 Cypress Lane

MICFEC 9:00 am -10:30 am

Issues Forum 10:30 am - 12:00 pm

June 30, 2025

July 31, 2025

August 25, 2025

September 29, 2025

October 30, 2025

November 24, 2025

December 29, 2025

These are potential meeting dates and will be as needed – there may also be dates and time changes as needed.

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File Attachments for Item:

C. Discussion on permitted landscaping in the public right-of-way.



# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

**MEETING TYPE:** Town Commission

MEETING DATE July 15, 2025

**SUBMITTED BY:** Ingrid Allen, Town Planner, Building Department

**SUBJECT:** Discussion on permitted landscaping in the public right-of-way

### **SUMMARY:**

In 2021, the Town Commission adopted Ordinance No. 2021-018 which allowed for certain improvements including landscaping as well as protection of swales located in the public right-of-way (see attached Ordinance). In addition, the Commission also adopted Resolution No. 2021-041 which requires Commission approval for proposed improvements located within the State Road A1A right-of-way including the installation of trees in new locations; however, upon completion of the Florida Department of Transportation's (FDOT) Resurfacing, Restoration, and Rehabilitation Project ("RRR" Project) the Resolution shall automatically be repealed without further action by the Town Commission. The Town Code of Ordinances ("Town Code") provides the following regulations pertaining to landscaping within in the public right-of-way.

**Section 12-12. - Construction in the public right-of-way.** No person or entity shall construct in the public right-of-way including swales without first obtaining, prior to commencement of any work, a right-of-way permit from the town for such activity if required by section 25-1.

Section 25-1. - Obstruction of streets, sidewalks, right-of-way—prohibited. It shall be unlawful to construct improvements or install trees in new locations within the public right-of-way including swales, as defined in section 25-14, without first obtaining a right-of-way permit (right-of-way permit fee shall be waived) from the building department unless waived or otherwise determined as not required by the town's public works director (with the exception of telecommunication facilities which are governed by chapter 32 of this Code). For work performed within the State Road A1A right-of-way, the permit required by this section is in addition to any permit that is required by the Florida Department of Transportation (FDOT), and the town's issuance of a right-of-way permit shall neither impair FDOTs regulatory authority nor otherwise impact any conditions or requirements that may be imposed by FDOT. The following improvements are permitted in the public right-of-way, except as provided in section 17-2(3), and do not require a right-of-way building department permit:

(1)Underground sprinkler systems with flush or pop-up heads.

- (2)Mailboxes.
- (3) Ground cover as defined in section 28-2.
- (4)Replacement of existing landscaping including, but not limited to, trees, shrubs, or plants greater than twenty-four (24) inches in height so long as such landscaping is replaced in the same location. Existing landscaping located within a swale shall not be replaced.

### Section 28-2. - Definitions

Ground cover: Plants, other than turf grass, normally reaching an average maximum height of not more than twenty-four (24) inches at maturity.

### Section 28-7. - Site design standards.

- (a)Creative site development concepts for water conservation: Creative site development concepts shall be used in order to promote water conservation. Water requirements may be reduced by providing for:
- (6) Site development that retains stormwater runoff on site. Swales within the right-of-way should not be altered or modified except to remove existing trees, shrubs, or plants.

### Section 28-10. - Maintenance standards for cultivated landscape areas.

(c) If the plant, tree, or other landscaping is located in the public right-of-way and the plant, tree, or landscaping dies or is severely damaged or diseased, the adjacent property owner shall be required to replace the plant, tree, or other landscaping.

### Section 30-68. - Supplemental district regulations.

(e)(1)b. When installed on the west side of SR A1A, a fence, wall, or hedge shall be located at least two and one-half (2 $\frac{1}{2}$ ) feet from the westerly portion of the pedestrian/bicycle path, either side.

It is worth noting that Sections 30-23 and 30-40(p) of the Town Code allow for the appeal of regulations governing Town rights-of-way to the Board of Adjustment and Appeals.

Given the RRR project is near completion, staff reached out to FDOT to confirm the protocol for processing proposed landscaping improvements in their right-of-way. FDOT advised staff that the current process, whereby any landscape improvements in FDOT's right-of-way along State Road A1A requires a FDOT landscape permit and an amendment to FDOT's Landscape Inclusive Memorandum of Agreement ("Agreement"), will remain. Note that on July 20, 2017, FDOT and the Town of Highland Beach entered into the Agreement for the purpose of maintaining landscape improvements on State Road A1A.

In addition, FDOT advised staff that no landscaping, except for sod, will be permitted within 2 feet 8 inches from edge of payment (see Attachment No. 1). Therefore, any previous landscaping located within this area cannot be replaced. According to FDOT, hedges directly against the shoulder prevent full usage of the shoulder width and are maintenance issues as are hedges abutting the pedestrian path.

### **ATTACHMENTS:**

Town Ordinance No. 2021-18.

Town Resolution No. 2021-041

Attachment No. 1 – FDOT Detail

### **RECOMMENDATION:**

At the discretion of the Town Commission.



### TOWN OF HIGHLAND BEACH ORDINANCE NO 2021-018

AN ORDINANCE OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 12 "CONSTRUCTION SITES," CHAPTER 25 "STREETS, SIDEWALKS AND BICYCLE/WALKWAY PATHS," CHAPTER 28 "XERISCAPE-LANDSCAPE REQUIREMENTS, INSTALLATION, AND MAINTENANCE" AND CHAPTER 30, "ZONING CODE," TO ALLOW FOR CERTAIN IMPROVEMENTS AND TO PROVIDE PROTECTION OF SWALES LOCATED WITHIN THE PUBLIC RIGHT-OF-WAY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY AND CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Highland Beach, Florida, is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town's Code of Ordinances does not currently provide regulations regarding the use of the public right-of-way including swales, to install, construct or replace any improvement(s) with the exception of telecommunication facilities as provided in Chapter 32 and nuisances as provided in Chapter 17; and

**WHEREAS**, at the December 15, 2020 Town Commission meeting, the Commission agreed to not move forward with stand-alone right-of-way permitting regulations but instead to strengthen existing Town Code provisions in an effort to protect the public right-of-way including swales; and

WHEREAS, the Town Commission wishes to amend Chapters 12, 25, 28 and 30 of the Code of Ordinances in an effort to protect the public right-of-way including swales while also allowing certain improvements; and

**WHEREAS**, the Town Commission has determined that the amendments to the Code of Ordinances are in the best interest of the Town of Highland Beach.

# NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AS FOLLOWS:

<u>Section 1</u>. The foregoing facts and recitations contained in the preamble to this Ordinance are hereby adopted and incorporated by reference as if fully set forth herein.

<u>Section 2</u>. The Town of Highland Beach Code of Ordinances, is hereby amended by amending Chapter 12 "Construction Sites" to read as follows (deleting is stricken through and adding is <u>underlined</u>):

### Sec. 12-12. – Construction in the public right-of-way.

No person or entity shall construct in the public right-of-way including swales without first obtaining, prior to commencement of any work, a right-of way permit from the Town for such activity if required by section 25-1.

Section 3. The Town of Highland Beach Code of Ordinances, is hereby amended by amending Chapter 25 "Streets, Sidewalks and Bicycle/Walkway Paths," to read as follows (deleting is stricken through and adding is underlined):

# Chapter 25 – STREETS, SIDEWALKS, AND BICYCLE/WALKWAY PATHS, AND RIGHT-OF-WAY

### Sec. 25-1. - Obstruction of streets, sidewalks, right-of-way—Prohibited.

It shall be unlawful to obstruct or cause to be obstructed any sidewalk or crossing in any way. It shall be unlawful to erect, build, construct, deposit or place, or to procure or cause to be erected, built, constructed, deposited or placed upon or in any street, or any place where the public has a right of passage, any house, cellar, stable, shed, privy, fence, enclosure, walls, foundations or any other structure, or any obstruction of any kind whatsoever; or for the owner or occupant of any lots or part thereof abutting on a street to permit any obstruction to remain upon the sidewalk in front of such lot or part thereof, or for the owner or occupant of such lot or part thereof to permit any sidewalk in front of such lot or part thereof to remain in such condition as to prevent convenient and safe use thereof by the public. The provisions of this section shall not extend to canvas or wooden awnings placed in front of stores or other buildings, when such awnings are not less than eight (8) feet from the ground or sidewalk at the lowest point. It shall be unlawful to construct improvements or install trees in new locations within the public right-of-way including swales, as defined in Section 25-14, without first obtaining a right-of-way permit (right-of-way permit fee shall be waived) from the building department unless waived or otherwise determined as not required by the town's public works director (with the exception of telecommunication facilities which are governed by Chapter 32 of this Code). For work performed within the State Road A1A right-of-way, the permit required by this section is in addition to any permit that is required by the Florida Department of Transportation (FDOT), and the Town's issuance of a right-of-way permit

shall neither impair FDOT's regulatory authority nor otherwise impact any conditions or requirements that may be imposed by FDOT. The following improvements are permitted in the public right-of-way, except as provided in Section 17-2(3), and do not require a right-of-way building department permit:

- (a) Underground sprinkler systems with flush or pop-up heads.
- (b) Mailboxes.
- (c) Ground cover as defined in Section 28-2.
- (d) Replacement of existing landscaping including, but not limited to, trees, shrubs or plants greater than twenty-four inches in height so long as such landscaping is replaced in the same location. Existing landscaping located within a swale shall not be replaced.

### Sec. 25-4. - Storing building materials.

It shall be unlawful for any person to store, or cause to be stored, on the public streets <u>or swales</u> any building material or materials used in the construction of buildings or additions to buildings, or any other material that affects the free and uninterrupted use of the streets by the public, unless it appears to the satisfaction of the town manager that no available space can be secured on lots adjacent to the proposed building on which to store the building material.

# Sec. 25-5. - Unlawful deposits in streets—Offensive matter; gutter <u>and swale</u> obstructions; excess drainage.

It shall be unlawful to throw or deposit offal or other offensive matter in any street or to discharge or permit to be discharged from any premises so much water or other liquids as may put any part of the streets in bad order or to obstruct the gutters, swales or sewers with dirt, trash, wood, lumber, brick or other material. It shall also be unlawful for any property owner and/or any other person to disturb the natural ground condition in a manner that could cause additional rain or surface water to drain from the property onto any public street, swale or highway.

### Sec. 25-7. - Disturbing surface of street, swale or bicycle/walking path; restoration.

It shall be unlawful for any person having the privilege of disturbing the surface of any street, swale or bicycle/walking path to fail to leave such street, swale or bicycle/walking path in the condition which existed before the disturbance, by filling and packing the earth and other materials

including paving so as to produce and leave a level surface at the end of each working day. Each day of omission shall constitute a separate offense.

# Sec. 25-8. - Obstructing or injuring pavement, curbing, gutter, <u>swale</u>, sidewalk or bicycle/walking path.

It shall be unlawful to obstruct or injure in any way or manner any pavement, gutter, <u>swale</u>, curbing, sidewalk or bicycle/walking path, and these shall be kept free from debris and construction materials and shall be usable at all times.

### Sec. 25-1431. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Advertising circular means any publication primarily designed for purposes of advertising rather than for the dissemination of news reports.

*Bike path* means that portion of a right-of-way improved, designed or ordinarily used for bicycle traffic.

*Distributor* means the person responsible for placing and maintaining a newsrack, the owner of the newsrack or the publisher of the newspaper vended therein.

*Newspaper* means a paper that is printed and distributed, usually daily or weekly, and contains primarily news, articles of opinion and features for which no fee has been charged for placement therein.

*Newsrack* means any coin-operated box, container, storage unit or other dispenser installed, used or maintained for the display, sale or distribution of newspapers or other news periodicals.

*Right-of-way* means all that area dedicated to public use or otherwise owned by a public agency for public street purposes and shall include roadways, swales, bike paths and sidewalks.

*Roadway* means that portion of a right-of-way improved, designed or ordinarily used for vehicular traffic.

Sidewalk means any surface within a right-of-way provided for the exclusive or primary use of pedestrians.

Swale means any depressed linear area within a right-of-way which is not either a bike path, sidewalk or roadway that can store and/or convey stormwater drainage from roadways and other adjacent impervious surfaces commonly referred to as bioswales or ditches. The term shall also include any area within a roadway which is not open to vehicular traffic.

### Sec. 25-312. - Placement; location.

Any newsrack which rests in whole or in part upon, or on any portion of a right-of-way or which projects onto, into or over any part of a right-of-way shall be relocated in accordance with the provisions of this section:

(1) No newsrack shall be used or maintained which projects onto, into or over any part of any roadway or bike path, or which rests wholly or in part upon or over any portion of any roadway or bike path.

\*\*\*

### Sec. 25-323. - Contents; maintenance; identification of distributor.

(a) Newsracks shall be used for the sale and distribution of newspapers. Any other publications, including advertising circulars, will not be permitted.

\*\*\*

### Sec. 25-334. - Addition of newsracks to enclosures erected by town.

If the town, at its expense, decides to install and maintain a cover or supporting structure for the newsracks, additional newsracks shall not be added to the adjacent area without town commission approval. The expense of enlarging the supporting structure shall be borne by the owner of the newsrack requesting the addition. No advertising or signs shall be affixed to the supporting structure.

### Sec. 25-345. - Abandonment.

If a newsrack remains empty for thirty (30) continuous days, it shall be deemed abandoned and may be treated in the same manner as provided in section 25-389 for newsracks in violation of this Code.

### Sec. 25-356. - Building permit, fee required.

A building permit with current applicable fees is required for a newsrack. The police department shall also review the plans with regard to safety. The permit holder shall pay a nonrefundable fee of one thousand dollars (\$1,000.00) per calendar year; provided, however, that if the permit is issued during the calendar year, the fee for the permit shall be prorated for any full calendar month which has expired during the calendar year.

### Sec. 25-367. - Indemnification of town.

An application for a newsrack permit shall be accompanied by a nonrefundable fee as established by resolution of the town commission, and shall contain a written statement, signed by the applicant, whereby the applicant agrees to indemnify and hold harmless the town, its officers, agents and employees, from any loss, liability or damages, including expenses and costs, for bodily injury and property damage sustained by any person as a result of the location, installation, use, maintenance, removal or storage of the applicant's newsracks within the town.

### **Sec. 25-378. - Bond; insurance.**

Any accidents directly attributable to newsrack usage will be the responsibility of the permit holder, distributors and owners of newspapers. The applicant shall file with the town, along with the application for a newsrack permit, a bond issued by an insurance company authorized to do business in the state in the penal sum of one thousand dollars (\$1,000.00), with the town named as obligee, conditioned for the faithful performance of the provisions of this article. The applicant shall file with the application proof of general liability insurance in the amount of three hundred thousand dollars (\$300,000.00) per person, five hundred thousand dollars (\$500,000.00) per occurrence and fifteen thousand dollars (\$15,000.00) in property damage, naming the town as coinsured.

### Sec. 25-389. - Enforcement.

- (a) Upon determination by the town manager that a newsrack has been installed, used or maintained in violation of the provisions of this article, a citation to correct the offending condition shall be issued to the distributor of the newsrack. Such citation shall be mailed by certified mail, return receipt requested. The citation shall specifically describe the offending condition and suggest actions necessary to correct the condition. The citation shall contain the results and any data collected from any pedestrian and vehicular traffic study that may have been performed to ascertain the offending condition. In addition, where the owner of the offending newsrack is not known or identified, a copy of the citation shall be posted on the offending newsrack.
- (b) Failure to properly correct the offending condition within twenty (20) days after the mailing or posting date of the citation, whichever is later, shall result in the offending newsrack being removed by the town. If the offending newsrack is not properly identified as to the distributor and the distributor is not otherwise known, the citation shall be posted as provided herein and if the offending condition is not corrected within twenty (20) days, it shall be removed by the town. Any newsrack removed by the town hereunder shall be stored at the distributor's expense for a period of ninety (90) days. The newsrack shall be released to the distributor upon a proper showing of ownership and payment of any and all storage charges. If the newsrack is not claimed within the ninety-day period, the newsrack may be sold at public auction and the proceeds applied first to storage charges and then paid into the general fund of the town. At least ten (10) days prior to the public auction, the town clerk shall publish a description of the newsrack, the location from which it was removed and notice of the auction in a newspaper of general circulation in the town and shall provide the distributor identified on the newsrack or if otherwise known, with written notification of the auction by certified mail, return receipt requested.
- (c) If the distributor of the newsrack appeals the citation to correct the offending condition as provided in section 25-3940, removal of the newsrack shall be stayed pending final disposition of the appeal, which final disposition shall include any judicial review. The town shall pay or reimburse to the distributor any storage charges paid pursuant to a citation to correct which is appealed as provided herein and the decision rendered favorable to the distributor.

### Sec. 25-3940. - Appeals.

Any person or entity aggrieved by a finding, determination, notice or action taken under the provisions of this article (hereinafter, an appellant) may appeal to the code enforcement board. An appeal must be perfected within the twenty (20) days after the mailing or posting of the notice of any protested decision or action by delivering to the office of the town manager a letter of appeal briefly stating the basis for the appeal. A hearing on the appeal shall be held on a date not more than sixty (60) days after receipt of the letter of appeal. The appellant shall be given at least seven (7) days' written notice of the time and place of the hearing. The board shall give the appellant and any other interested party a reasonable opportunity to be heard, in order to show cause why the determination of the license inspector should not be upheld. At the conclusion of the hearing, the board shall make a final and conclusive determination. The determination shall be reduced to writing and signed by the chairman of the board and filed in the office of the town clerk within twenty (20) days of the hearing and a copy shall be sent to the appellant. The decision of the board shall be effective when rendered. The decision of the board may be appealed as provided for by law.

Section 4. The Town of Highland Beach Code of Ordinances, is hereby amended by amending Chapter 28 "Xeriscape-Landscape Requirements, Installation and Maintenance," to read as follows (deleting is stricken through and adding is underlined):

### Sec. 28-7. - Site design standards.

- (a) Creative site development concepts for water conservation: Creative site development concepts shall be used in order to promote water conservation. Water requirements may be reduced by providing for:
  - (1) The preservation of existing plant communities.
  - (2) The reestablishment of native plant communities.
  - (3) Limited amount of lawn grass areas.
  - (4) The use of site specific plant materials (see definitions).
  - (5) The use of shade trees to reduce transpiration rates of lower story plant materials.
  - (6) Site development that retains stormwater runoff on site. Swales within the right-of-way should not be altered or modified except to remove existing trees, shrubs or plants.
  - (7) The use of pervious paving materials.
  - (8) Site development that addresses the carrying capacity of the land in its present form.
  - (9) Other environmentally sensitive site development concepts.

### Sec. 28-10. - Maintenance standards for cultivated landscape areas.

- (a) General: The owner, and/or lessee of land subject to this chapter shall be responsible for the maintenance of all landscaping located on their property and on adjacent public rights-of-way, which shall be maintained in good condition so as to present a healthy, neat and orderly landscape area which shall include, but not be limited to, weeding, mulching, fertilizing, pruning, mowing, and edging as generally set forth in this section.
- (b) Use requirements for maintenance of mulch layers: The required mulch layer shall be maintained on all landscape projects.
- (c) Maintenance of plants, trees and landscaping; replacement: All required plants, trees and landscaping shall be maintained in a healthy, pest-free condition. Within six (6) months of a determination by the building official that a plant, tree or other landscaping is dead or severely damaged or diseased, the plant, tree or landscaping shall be replaced by the property owner or owners in accordance with the standards specified in this chapter. If the plant, tree or other landscaping landscaping is located in the public right-of-way and the plant, tree or landscaping dies or is severely damaged or diseased, the adjacent property owner shall be required to replace the plant, tree or other landscaping. If the plant, tree or other landscaping being replaced is an invasive species, then it shall be replaced with a comparable size non-invasive species. However, if the palm tree, that is dead, diseased or severely damaged, was initially installed by the town or the state, then the adjacent property owner shall not be required to replace the palm tree.

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Section 5. The Town of Highland Beach Code of Ordinances, is hereby amended by amending Chapter 30 "Zoning Code," to read as follows (deleting is stricken through and adding is underlined):

### Sec. 30-23. – Board of adjustment and appeals.

- (a) *Powers and duties.* The board of adjustment and appeals shall consider all applications as provided in Table 30-1, or as otherwise provided herein.
- (b) Administrative review. To hear and decide appeals where it is alleged there is error in any order, interpretation, requirement, decision, or determination made by administrative officials in the administration or enforcement of this chapter or the regulations governing Town rights-of-way.

(c) *Variances*. Consider granting or make recommendations to the Town Commission on variance requests pursuant to section 30-40 of this chapter and article VI of chapter 20.

### Sec. 30-40. Variances and interpretations.

\*\*\*

- (p) Interpretations, decisions, and appeals:
  - (1) Appeals of a decision, order, requirement, determination, or interpretation of the building official or other town official regarding the provisions of this chapter, or a determination of the public works director regarding the regulations governing town rights-of-way, shall be filed with the board of adjustment and appeals.
  - (2) Appeals shall be filed on an application established by the building official.
  - (3) The appeal shall be considered by the board of adjustment and appeals not more than thirty (30) days following receipt of a complete application by the building official.
  - (4) The vote of at least four (4) members of the board of adjustment and appeals is necessary to grant an appeal or to reverse the decision, order, requirement, determination, or interpretation of the building official or other town official.
  - (5) An aggrieved person may appeal a final decision of the board of adjustment and appeals regarding a decision, order, requirement, determination or interpretation, as set forth in subsection (p)(1) within thirty (30) days of a decision or order, by seeking judicial review of the final decision with the Fifteenth Circuit Court in and for Palm Beach County. Aggrieved persons may include the applicant, an affected party, or the city manager.

### Sec. 30-131. – Definitions of terms.

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*Improvement* means any structural addition, alteration, expansion or other construction affecting a parcel or existing structure which requires the issuance of a building permit, or any construction activity or installation of trees in new locations affecting a public right-of-way which requires the issuance of a right-of-way permit.

\*\*\*

<u>Section 6.</u> <u>Severability</u>. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences,

clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 7. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 8.** Codification. Sections 2, 3 4 and 5 of the Ordinance shall be made a part of the Town Code of Ordinances and may be re-numbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section," "division," or any other appropriate word.

<u>Section 9</u>. <u>Effective Date</u>. This Ordinance shall be effective immediately upon adoption at second reading and shall only apply prospectively.

The foregoing Ordinance was moved by <u>Commissioner Shoemaker</u> seconded by <u>Mayor Hillman</u> and upon being put to the vote, the vote was as follows:

VOTES:	YES	NO
Mayor Douglas Hillman	X	
Vice Mayor Natasha Moore	X	
Commissioner Peggy Gossett-Seidman	X	
Commissioner Evalyn David	X	
Commissioner John Shoemaker	X	

PASSED on first reading at the Regular Commission meeting held on this  $\underline{9^{th}}$  day of November 2021.

The foregoing Ordinance was moved by Commissioner David, seconded by <u>Vice Mayor Moore</u> and upon being put to the vote, the vote was as follows:

VOTES:	YES	NO
Mayor Douglas Hillman	X	
Vice Mayor Natasha Moore	X	
Commissioner Peggy Gossett-Seidman	X	
Commissioner Evalyn David	X	
Commissioner John Shoemaker	X	

PASSED AND ADOPTED on second and final reading at the Regular Commission meeting held on this  $7^{th}$  day of December 2021.

ATTEST:

REVIEWED FOR LEGAL SUFFICIENCY

Douglas Hillman, Mayor

Lanelda Gaskins, MMC

Town Clerk

Glen J. Torcivia, Town Attorney
Town of Highland Beach



### **RESOLUTION NO. 2021-041**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, REQUIRING TOWN COMMISSION REVIEW AND APPROVAL OF RIGHT-OF-WAY PERMITS FOR CONSTRUCTION OF IMPROVEMENTS OR PLACEMENT OF TREES IN NEW LOCATIONS WITHIN THE STATE ROAD A1A RIGHT-OF-WAY; PROVIDING FOR AUTOMATIC REPEAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 12-12 of the Town Code of Ordinances provides that no person or entity shall construct in the public right-of-way without first obtaining, prior to the commencement of any work, a right-of-way permit from the Town for such activity if required by Section 25-1 of the Town Code; and

WHEREAS, Section 25-1 of the Town Code provides that it shall be unlawful to construct improvements or install trees in new locations within public rights-of-way, including swales, without first obtaining a right-of-way permit from the Building Department unless waived or otherwise determined as not required by the Town's Public Works Director; and

WHEREAS, within the next two to three years, the Florida Department of Transportation ("FDOT") will be initiating a Resurfacing, Restoration and Rehabilitation Project ("RRR Project") and associated drainage improvements along State Road A1A within the Town's municipal limits and the Town Commission wishes to work collaboratively with the Florida Department of Transportation in this endeavor; and

**WHEREAS**, until such time as the RRR Project is completed, the Town Commission wishes to review all requests for construction of improvements or for the installation of trees in new locations within the State Road A1A right-of-way; and

**WHEREAS**, the Town Commission determines that the adoption of this Resolution benefits the public health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, THAT:

**Section 1.** The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the Town Commission.

Section 2. Commencing with the effective date of this Resolution, all requests to construct improvements or install trees in new locations within the State Road A1A right-of-way shall be reviewed and approved by the Town Commission, in lieu of the Town's Public Works Director, prior to the issuance of any right-of-way permit by the Town's Building Department.

Section 3. The provisions of this Resolution shall remain in full force and effect until the Florida Department of Transportation's completion of the RRR Project within the Town's municipal limits (estimated to be July 2025), at which time this Resolution shall automatically be repealed without any further action by the Town Commission.

**Section 4.** This Resolution shall be effective immediately upon adoption.

**DONE AND ADOPTED** by the Town Commission of the Town of Highland Beach, Florida, this 7<sup>th</sup> day of December 2021.

Douglas Hillman, Mayor

Lanelda Gaskins, MMC

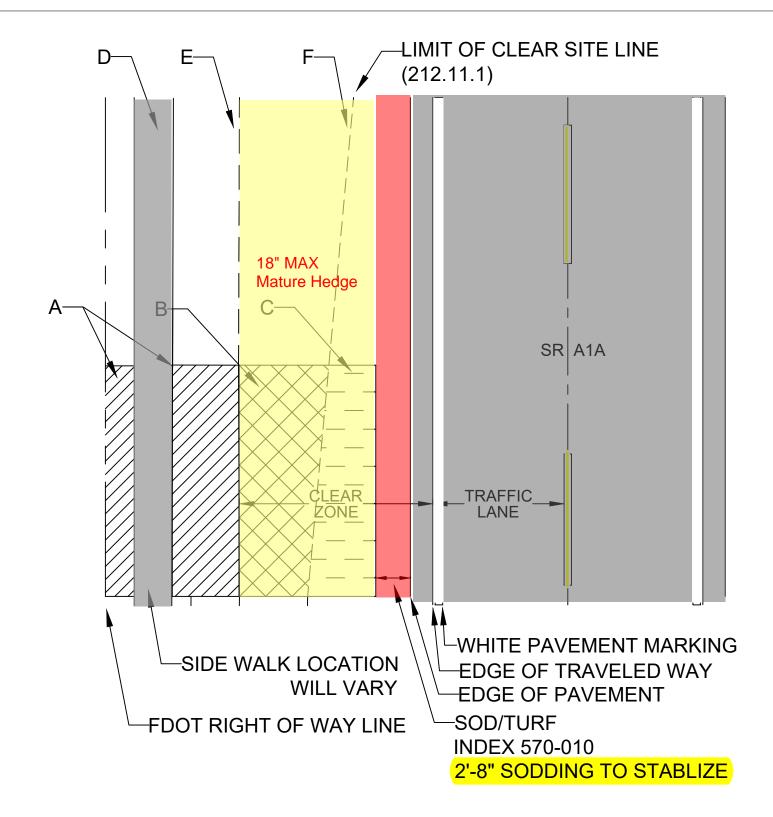
Town Clerk

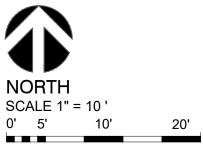
REVIEWED FOR LEGAL SUFFICIENCY:

Glen Torcivia

Town Attorney

VOTES:	YES	NO
Mayor Douglas Hillman	X	
Vice Mayor Natasha Moore	X	
Commissioner Peggy Gossett-Seidman	X	
Commissioner Evalyn David	X	
Commissioner John Shoemaker	X	





### FLORIDA DEPARTMENT OF TRANSPORTATION

PLAN VIEW
FDM 212.11 CLEAR SIGHT, 2.15.2.3 CLEAR ZONE,
AND MRP VEGETATION EXHIBIT
JULY 3, 2025

### ATTACHMENT NO. 1

A: TREES AND PALMS WITH A MATURE TRUNK DIAMETER GREATER THAN 4" MEASURED 6" ABOVE GROUND. SHRUBS OR HEDGE CAN BE GREATER THAN 3' IN HEIGHT. (FDM, TABLE 215.2.2).

B: TREES AND PALMS WITH A MATURE TRUNK DIAMETER OF 4" OR LESS MEASURED 6" ABOVE GROUND AND SPACED NO CLOSER THAN 20' ON CENTER. NOTE MULTI-TRUNKED TREES AND PALMS DO NOT MEET THE FDM REQUIREMENT. SHRUBS OR HEDGE CAN BE MAINTAINED AT 3' OR LESS IN HEIGHT. (FDM, TABLE 212.11.3 AND TABLE 215.2.2).

C: LIMIT OF CLEAR SIGHT AREA FOR GROUND COVER PLANTS ONLY WITH A MAXIMUM MATURE HEIGHT OF 18" BELOW THE SIGHT LINE DATUM. DEPENDING ON THE ELEVATION OF THE SHOULDER IN RELATION TO THE SIGHT LINE DATUM MATURE HEIGHT COULD GENERALLY RANGE FROM 18" TO 24" (FDM 212.11.6 AND FIGURE 212.11.2).

D: SIDEWALKS SHALL BE MAINTAINED FROM THE OUTSIDE EDGE TO THE OUTSIDE EDGE WITH AN 8.5' VERTICAL CLEARANCE OVER THE SIDEWALK WITH NO VEGETATION. (FDOT MRP)

E: CLEAR ZONE WIDTH REQUIREMENT IS 14' FROM THE EDGE OF THE TRAVELED WAY WITH A 35 MPH DESIGN SPEED (FDM, TABLE 215.2.1).

F: ORIGIN FOR THE LIMIT OF CLEAR SIGHT LINE IS 14.5 FEET FROM THE EDGE OF THE TRAVEL LANE PAVEMENT MARKING. WITH A 35-MPH DESIGN SPEED THE TERMINUS IS LOCATED 390 FEET FROM THE ORIGIN IN THE MIDDLE OF THE APPROACHING TRAVEL LANE. (FDM 212.11.1, FIG 212.11.1, EXHIBIT 212-4)

#### File Attachments for Item:

D. Approve the purchase of two (2) sewer pumps from Xylem Water Solutions USA, Inc., a sole-source provider, for Lift Stations No. 1 and No. 3, in an amount not to exceed \$149,179.00, in accordance with the Town's purchasing policy.



## TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

**MEETING TYPE:** Town Commission Meeting

MEETING DATE July 15, 2025

**SUBMITTED BY:** Pat Roman, Public Works Director

**SUBJECT:** Replacement Pumps Xylem Water Solutions

#### **SUMMARY:**

The Public Works Department seeks Commission approval to procure two (2) Xylem sewer pumps as the existing pumps are nearing the end of their operational life. This acquisition is included in the 2025 budget for Sewer Machinery & Equipment, Account No. 402-535.000-564.000. The purchase aims to mitigate potential sewer wastewater issues. The pumps will be installed at Lift Stations No. 1 and No. 3. The total cost for this procurement is \$149,179.00. Xylem is the sole authorized service repair and warranty provider for Flyght Products and its associated OEM Parts in the State of Florida. This project aligns with the town's strategic five-year Capital Improvement Plan and is consistent with the town's Purchasing Policy and Procedures.

#### **FISCAL IMPACT:**

\$149,179.00; 402-535.000-564.000; Sewer – Machinery and Equipment

#### ATTACHMENTS:

Xylem Water Solutions USA, Inc. Quote

Xylem Water Solutions USA, Inc. Sole Source Letter

#### **RECOMMENDATION:**

Commission Approval.



May 29, 2025

TOWN OF HIGHLAND BEACH 3614 S OCEAN BLVD HIGHLAND BEACH FL 33487-3393

Quote # 2025-WEP-0399 Project Name: 2025 Pump Job Name: Replacement Pumps

#### Xylem Water Solutions USA, Inc. Flygt Products

15132 Park Of Commerce Blvd. Suite 102 Jupiter, FL 33478 Tel (561) 848-1200 Fax (561) 848-1299

**Extended Price** 

Extended Price

\$ 52,179.00

\$ 90,576.00

#### Replacement Pump: 3301.180-0980070

Qty Part Number 3301.185-0094 1

Description Flyat Model NP-3301.185 6" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 85 HP 1750 RPM motor, 466 impeller, 1 x 50 Ft.

length of SUBCAB 3x50+2G35/2+S(2x0,5)

submersible cable, FLS leakage detector, volute is prepared for

Flush Valve

Replacement Pump: \$ 90,576.00

Unit Price

\$ 52,179.00

Unit Price

\$ 90,576.00

33011800898 466 imp 6" 85 hp @NP466-6 85/460/3 50' FLS FV

#### Replacement pump: 3202.180-1230074

Qty Part Number 3202.185-0151 1

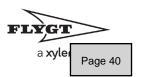
Description Flygt Model NP-3202.185 6" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 45 HP 1750 RPM motor, 460 impeller, 1 x 50 Ft. length of SUBCAB 4G16+S(2x0,5) submersible cable, FLS leakage detector,

volute is prepared for Flush Valve

Replacement pump:

\$ 52,179.00

**Freight Charge** \$ 6,424.00



NP 3202 HT 460 imp 45 hp 32021802155 @NP460-6 45/460/3 50' FLS FV

#### **Terms & Conditions**

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <a href="http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx">http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx</a> and incorporated herein by reference and made a part of the agreement between the parties.

As of October 14, 2024, all orders must meet a minimum dollar value of \$1,200. Xylem reserves the right to refuse to process any order that does not meet the minimum order value requirement. Xylem will support order adjustments to meet the minimum order value threshold.

**Purchase Orders:** Please make purchase orders out to: Xylem Water Solutions USA, Inc. **Freight Terms:** 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)

See Freight Payment (Delivery Terms) below.

**Taxes:** State, local and other applicable taxes are not included in this quotation.

**Back Charges:** Buyer shall not make purchases nor shall Buyer incur any labor that would result

in a back charge to Seller without prior written consent of an authorized employee

of Seller.

**Tariff Changes:** The prices quoted herein are based on the current tariff rates, duties, government

charges, and trade regulations as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority (collectively, "Tariff Changes"), and such Tariff Changes result in an increase in the cost of goods, Xylem reserves the right to adjust the pricing of the affected

goods to reflect the increased costs.

**Shortages:** Xylem will not be responsible for apparent shipment shortages or damages

incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the

damages or shortages so that replacement items can be shipped and the

appropriate claims made.

Sincerely,

Clinton Rueff

Technical Inside Sales Phone: 561-848-1200

clinton.rueff@xylem.com

Fax: 561-848-1299



#### File Attachments for Item:

E. Approve and authorize the Mayor to execute a contract with Insituform Technologies, LLC for the Sanitary Sewer Rehabilitation Project, in an amount not to exceed \$1,342,141.90, pursuant to OMNIA Partners National Cooperative Contract No. 23-065-PW.



# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

**MEETING TYPE:** Town Commission Meeting

**MEETING DATE** 7/15/2025

SUBMITTED BY: Pat Roman, Public Works Director

SUBJECT: EXECUTE AGREEMENT VIA PIGGYBACK PROCUREMENT -

SANITARY SEWER REHABILITATION

#### SUMMARY:

The Public Works Department intends to use 2025 budget dollars in the amount of \$1,390,056.02 (Project Cost \$1,342,141.90 + Engineering of \$47,914.12) to line the town's sanitary sewer system as the current unlined pipe is close to 50 years old and in need of rehabilitation. CIP Sewer Lining offers the following benefits:

- Rated to 50 years or more of operational life and resistant to corrosion, root intrusion, and chemical damage.
- Acts as a pipe within a pipe, supporting compromised original pipe walls.
- Smooth resin interior that improves flow.
- Lower total project costs than full pipe replacement.
- Environmentally friendly with less soil disruption and reduced waste generation.

After two failed bid attempts in 2022 and 2023, Town staff researched alternative procurement methods and sourced Insituform Technologies through an OMNIA Partners national cooperative contract. By piggybacking this national contract, the Town will be securing a prevetted vendor at a significantly discounted rate.

#### FISCAL IMPACT:

\$1,342,141.90 budgeted in Public Works – Improvements Other Than Buildings

#### ATTACHMENTS:

Insituform Technologies Agreement

Insituform Technologies Quote

#### **RECOMMENDATION:**

Execute agreement with Insituform Technologies for Sanitary Sewer Rehabilitation via piggyback procurement in accordance with the Town Purchasing Policy.

# CONTRACT FOR SANITARY SEWER PIPE REHABILITATION (CURED IN PLACE PIPE)

THIS CONTRACT ("Contract") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **Town of Highland Beach**, a Florida municipal corporation, with its principal address at 3616 South Ocean Boulevard, Highland Beach, Florida 33487 ("Town") and **Insituform Technologies**, **LLC**, a Delaware limited liability company, with its principal address at 580 Goddard Avenue, Chesterfield, Missouri 63005 ("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 requires the services of a contractor to provide labor services, materials, and equipment for the Town's Sanitary Sewer Rehabilitation Project ("Project"), which involves the reconstruction of sanitary sewer pipelines and conduits through the installation of a resinimpregnated flexible tube that becomes a continuous and tight-fitting cured in place pipe ("CIPP") for existing sanitary sewer lines installed within the State Road A1A, Russell Drive, Highland Beach Drive, Bel Lido Drive, Tranquility Drive, and Intracoastal Drive rights-of-way; and

WHEREAS, Contractor submitted a proposal for the Project based on pricing established in a national cooperative contract administered by the National Intergovernmental Purchasing Alliance Company, d/b/a OMNIA Partners, Public Sector, with the County of DuPage, Illinois serving as the Principal Procurement Agency and executing Contract No. 23-065-PW with Contractor for Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure; and

WHEREAS, the Town's Purchasing Policy and Procedures specifically authorize the direct acquisition of goods and services without utilizing a sealed competition method where the desired goods and services are the subject of an existing contract with a national cooperative agency provided that such contract was strictly based on competitive bidding; and

WHEREAS, Contractor warrants that it is experienced and capable of completing the Project in a professional and competent manner; and

WHEREAS, the Town determines that awarding this Contract to Contractor is in the best interests of the Town and its residents and 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. Recitals.

The foregoing recitals are ratified as true and are incorporated herein by reference.

#### **Article 2. Contract.**

A. 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: (1) this Contract; (2) the OMNIA Partners, Public Sector, Contract No. 23-065-PW, between the County of DuPage Illinois and Contractor, including all terms, conditions, and specifications; (3) the Proposal submitted by Contractor; and (4) 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: OMNIA Partners Contract No. 23-065-PW (Contract for Trenchless

Rehabilitation and Maintenance of Pipeline Infrastructure, with County of DuPage, Illinois serving as Principal Purchasing Agency)

("OMNIA Contract") (attached hereto as Exhibit "A").

Fourth Priority: Contractor's Proposal (attached hereto as Exhibit "B")

- B. *Contract Administrator*. Whenever the term Contract Administrator is used herein, it is intended to mean the Town Manager of the Town of Highland Beach or designee. 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 Purchasing Policy and Procedures).
- C. Contract Price. The Contract Price shall be One Million Three Hundred and Forty-Two Thousand One Hundred and Forty-One Dollars and Ninety Cents (\$1,342,141.90) which shall be payable in accordance with Article 4 of this Contract.
- D. Contract Term. The term of this Contract shall commence upon the Town's issuance of a notice to proceed and shall remain in effect until Contractor completes all services within the scope of this Contact to the satisfaction of the Town, unless otherwise terminated in accordance with Article 8. Contractor agrees to substantially complete the Project, as described in Article 3 below, within **ninety (90) days** of the Town's issuance of a notice to proceed by the Contract Administrator and fully complete the Project within **one hundred and twenty (120) days** of the Town's issuance of a written notice to proceed. Failure to achieve timely, substantial, and/or final completion of the Project shall be regarded as a breach of this Contract and subject Contractor to appropriate remedies, including but not limited to liability for liquidated damages, in accordance with Article 2.E below.

E. Liquidated Damages. The Town and Contractor recognize that time is of the essence for 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 2.D 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 \$500.00 for each day that expires after the time specified in Article 2.D. Furthermore, the Town and Contractor agree that: (1) liquidated damages shall not be the Town's sole or exclusive remedy under the Contract Documents; (2) there shall be no limitation on the amount of the liquidated damages that may be assessed; and (3) there shall be no bonus paid to Contractor for early completion of the services

#### Article 3. Scope of Work.

A. The Scope of Work (or "Work") covered by this Contract consists of the furnishing of all labor, equipment, materials for the completion of the Town of Highland Beach Sanitary Sewer Rehabilitation Project, as set forth in the plans prepared by Baxter & Woodman Consulting Engineers dated February 2025, and consisting of the following Contract Drawings:

Page G-1 Title Sheet, Location Map and Drawing List

Page G-2 General Notes

Page G-3 Key Map

Pages C-1 through C-43 (Civil Plans)

Pages D-1 through D-8 (Standard Details)

The technical specifications shall be the applicable specifications set forth in the OMNIA Contract, including, but not limited to, Section A (Cured-in-Place Pipe Gravity Applications).

- B. Contractor represents to the Town that the services rendered in the Scope of Work shall be in accordance with accepted and established trade practices and procedures recognized in Contractor's trade in general and that the materials shall conform to the highest standards and in accordance with this Contract.
- C. Contractor represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Contract. Contractor further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.
- D. The Scope of Work shall be performed by Contractor or under its supervision and all personnel engaged in performing the Scope of Work shall be fully qualified and, if required, authorized, or permitted under the state and local law to perform such Scope of Work. All of Contractor's personnel (and all subcontractors) while on the Town's premises, shall comply with all Town requirements governing safety, conduct and security.
- E. The Scope of Work shall be completed in accordance with the terms and conditions set forth in the Contract Documents.

#### Article 4. Payment Procedures.

A. *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 and Construction Manager, South Florida Engineering Services, will review each invoice submitted by Contractor. If approved by the Town's Contract Administrator, Construction Manager, and 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.

- B. *Retainage*. As authorized by Section 255.078, Florida Statutes, the Town shall withhold five percent (5%) from each progress payment as retainage.
- C. Final Payment. Upon final completion and acceptance of the Work in accordance with this Contract (including all punch-list items) and final inspection Contractor shall submit a "final invoice" to the Town. In order for both parties to close their books and records, Contractor will clearly state "FINAL" on 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 Contractor. If Contractor's Final Invoice is approved as set forth above, the Town shall pay the remainder of the Contract Price including any amount held as retainage.

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.

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

#### Article 5. 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 requirements set forth in Article 9 below.

#### Article 6. Contractor's Representations.

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

- A. 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.
- B. Contractor has obtained at its own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous 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.
- C. 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.
- D. 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 7. Indemnification.**

- A. 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.
- B. 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.
- C. 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 8. Termination.**

A. Termination by the Town for Cause: The Town may terminate the Contract and the Contract

#### Documents if Contractor:

- 1. refuses or fails to supply enough properly skilled workers or proper materials;
- 2. fails to make payment to suppliers for materials in accordance with the respective agreements between the Contractor and suppliers;
- 3. disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- 4. takes action, short of declaring bankruptcy, evidencing insolvency;
- 5. fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or
- 6. is 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: (1) take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the Town; and (2) finish the Project 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 and engineering/architectural 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.

- B. *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. Upon receipt of written notice from the Town of such termination for the Town's convenience, Contractor shall:
  - 1. cease operations as directed by the Town in the notice;
  - 2. take actions necessary, or that the Town may direct, for the protection and preservation of the Work; and
  - 3. 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 executed, and costs incurred by reason of such termination including demobilization costs.

#### Article 9. Insurance.

Prior to commencing the Scope of Work, Contractor shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. Contractor shall not commence services until the required insurance is in force and evidence of insurance acceptable to the Town has been provided to, and approved by, the Town. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Agreement, Contractor shall provide the Town with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. The required insurance is as follows:

Type of Coverage	<b>Amount of Coverage</b>
Commercial general liability (Products/completed operations	\$1,000,000 per occurrence
Contractual, insurance broad form property, Independent consultant, personal injury)	\$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker's Compensation	\$ statutory limits

The commercial general liability and automobile liability policies will name the Town as an additional insured.

Contractor's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the Town may immediately terminate or suspend this Contract. In the event of any termination or suspension, the Town may use the services of another contractor without the Town incurring any liability to Contractor.

#### **Article 10. 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, <a href="mailto:lgaskins@highlandbeach.us">lgaskins@highlandbeach.us</a>, OR BY MAIL AT TOWN OF HIGHLAND BEACH, 3614 S. Ocean Blvd., HIGHLAND BEACH, FL 33487.

#### **Article 11. Payment and Performance Bond.**

As required by Section 255.05(1), Florida Statutes, Contractor shall record in the public records a statutory payment and performance bond prior to commencing the work.

#### Article 12. Florida Trench Safety Certification.

- A. If applicable, Contractor acknowledges the requirements of the Florida Trench Safety Act (Section 553.60 et seq., Florida Statutes) and further acknowledges that the Act establishes the federal excavation safety standards set forth 29 C.F.R. Section 1926.650 Subpart P as the state standard.
- B. Contractor shall comply with all applicable excavation/trench safety standards and shall consider the geotechnical data available from the Town, if any, Contractor's own sources, and all other relevant information in its design of the trench safety system to be employed on the Project. Contractor acknowledges sole responsibility for the selection of the data on which it relies in designing the safety system, as well as for the system itself.
- C. Contractor certifies that the amounts Contractor has proposed for completion of the Project includes all applicable excavation/trench safety measures and prior to commencing work, shall disclose to the Town the applicable excavation/trench safety measures, if any, as well as the units, costs, and unit values.

#### Article 13. Miscellaneous Provisions.

A. Successors and Assigns. 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.

- B. *Changes to Work, Price, or Time*. 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.
- C. Headings, References, and 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.
- D. *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 the same instrument.
- E. 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.
- F. 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.
- G. *Third Party Beneficiaries*. This Contract shall create no rights or claims whatsoever in any person other than a party herein.
- H. *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.
- I. *Effective Date*. The effective date of this Contract is the date the Contract is approved by the Town Commission.

- J. *Preparation*. This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- K. 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.
- L. *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, the prevailing party shall be entitled to recover reasonable attorney's fees, court costs, and all expenses even if not taxable as court awarded costs (including, without limitation all such costs, fees, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party may be entitled. 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
- M. 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.
- N. 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.
- O. *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:

Insituform Technologies, LLC Attn: Brett Konchak, Commercial Manager 9001 N.W. 97<sup>th</sup> Terrace, Suite F Medley, FL 33178

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

- P. *Public Entity Crimes*. Contractor acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a consultant, supplier or sub-consultant/sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statues, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Contractor will advise the Town immediately if it becomes aware of any violation of this statute.
- Q. *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.
- R. Palm Beach County Inspector General: In accordance with Palm Beach County Ordinance No. 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 No. 2011-009 and is aware of its rights and/or obligations under such ordinance.
- S. 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. Contractor further 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 Petroleum Energy Sector 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 Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Contract.

- T. Protection of Property. Contractor shall at all times guard against damage or loss to the property of the Town or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The Town may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of Contractor or its agents. Contractor shall be responsible for safeguarding all of its property, such as tools and equipment, while on site. The Town will not be held responsible for any loss of Contractor's property due to theft or vandalism.
- U. Warranty; 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).
- V. *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.
- W. *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.
- X. E-Verify. Pursuant to Section 448.095(5), Florida Statutes, Contractor shall:
  - 1. 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;
  - 2. 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;"
  - 3. Maintain copies of all subcontractor affidavits for the duration of this Contract and provide the same to Town upon request;
  - 4. Comply fully, and ensure all of its subcontractors comply fully, with Sections 448.09(1) and 448.095, Florida Statutes;

- 5. Be aware that a violation of Section 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Contract; and
- 5. 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.

[REMAINDER OF PAGE INTENTIONALLY BLANK SIGNATURES ON NEXT PAGE]

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

	a Florida municipal corporation				
	By: Natasha Moore, Mayor				
ATTEST:	Approved as to form and legal sufficiency:				
Lanelda Gaskins, MMC Town Clerk	Leonard G. Rubin Town Attorney				
	CONTRACTOR				
	<b>INSITUFORM TECHNOLOGIES, LLC,</b> a Delaware limited liability company.				
	By:				
[Corporate Seal]					
STATE OF FLORIDA ) COUNTY OF PALM BEACH)					
, who was Insituform Technologies, LLC, which is $\Box$ personally known to me or $\Box$ has and who did take an oath that the fa	cts stated with regard to section 787.06, Florida Statutes, are duly authorized to execute the foregoing instrument and bind				
	Notary Public				
	Print Name:				

#### **EXHIBITS**

#### **EXHIBIT "A"**

OMNIA Partners Contract No. 23-065-PW (Contract for Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure, with County of DuPage, Illinois serving as Principal Purchasing Agency)

#### **EXHIBIT "B"**

Contractor's Proposal to the Town dated May 2, 2025



Date:5/2/2025Job Location:Locations as provided in plans from Febuary 2025

Baxter & Woodman Pages 1-54

Project: Town of Highland Beach Sanitary Sewer Rehabilitation

Parent Contract: Omnia LLC Contract - Parent - DuPage County - 23-065-PW-250498

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**Customer:** Town of Highland Beach **Attention:** Pat Roman

Public Works Director Town of Highland Beach 3616 S. Ocean Boulevard Highland Beach FL 33487

Re: Town of Highland Beach Sanitary Sewer Rehabilitation

#### Dear Pat,

Insituform Technologies, LLC, ("ITLLC") is pleased to provide the following proposal to the Town of Highland Beach, hereinafter referred to as "Customer", for the scope of work detailed below for the above-referenced project.

ITEM	DESCRIPTION	UNIT OF MEASURE	BID UNIT PRICE	QTY	TOTAL
2	8" x 6.00mm	LF	\$43.00	8837	\$ 379,991.00
3	10" x 6.0mm	LF	\$48.60	890	\$ 43,254.00
4	12" x 6.0mm	LF	\$58.00	3706	\$ 214,948.00
5	15"x 7.5mm	LF	\$73.00	3535	\$ 258,055.00
37.1	Service Reinstatement in 6"-18"	EA	\$350.00	217	\$ 75,950.00
57	8" Clean and TV	LF	\$7.00	8835	\$ 61,845.00
58	10" Clean and TV	LF	\$8.00	890	\$ 7,120.00
59	12" Clean and TV	LF	\$10.00	3706	\$ 37,060.00
60	15" Clean and TV	LF	\$12.00	3535	\$ 42,420.00
507	Travel and Mobilization	EA	\$15,000.00	1	\$ 15,000.00
17	10" & 12" Additional 1.5mm	LF	\$6.00	3706	\$ 22,236.00
18	15" and 18" Additional 1.5mm	LS	\$19.00	0	\$ 
97	Set Up 6" Pump (Per Pump)	LS	\$1,500.00	2	\$ 3,000.00
Added	Lateral Grouting (if required)	EA	\$450.00	0	\$ 
186	Flagmen (For Lateral Grouting If Required)	HR	\$75.00	0	\$ <u>-</u>
186	Flagmen (2 Needed)	HR	\$75.00	750	\$ 56,250.00
189	Traffic Control Plan (3rd Party Certified)	EA	\$3,000.00	1	\$ 3,000.00
75	Root/Grease removal 6"-12" (If Needed)	LF	\$5.00	0	\$ -
76	Root/Grease removal 13"-18" (If Needed)	LF	\$10.00	0	\$ -
81	Manhole /Cleanout & Sewer Line Visual Inspection	EA	\$0.00	300	\$ -
21	Contingency (10%)	LS	\$122,012.90	1	\$ 122,012.90
				TOTAL	\$ 1,342,141.90

Prepared by:
Brett Konchak
Commercial Manager | Insituform Technologies
9001 NW 97<sup>th</sup> Terrace Suite F | Medley, Florida 33178
Mobile: 561.993.6464 |



#### File Attachments for Item:

F. Approve and authorize the Mayor to execute a contract with Contractors Services Unlimited for renovations to the Building Department storage room, in an amount not to exceed \$96,300.00, in accordance with Invitation to Bid No. 25-002.



# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

**MEETING TYPE:** Town Commission Meeting

**MEETING DATE** 7/15/2025

**SUBMITTED BY:** Skender Coma, Senior Management Analyst

SUBJECT: EXECUTE AGREEMENT – BID NO. 25-002: BUILDING

DEPARTMENT RENOVATION

#### SUMMARY:

The Town issued Bid No. 25-002 on 5/16/25 to find a contractor to renovate the existing Building Department storage room. On 6/18/25, Town staff received and unsealed 3 bids, with CSU Florida submitting the low bid of \$96,300. After reviewing their references and all submitted bid forms, they have been determined to be responsible and responsive.

#### **FISCAL IMPACT:**

\$96,300 (Budgeted)

106-524.000-562.000

#### ATTACHMENTS:

Agreement

CSU Florida Bid

Bid No. 25-002 Tabulation Sheet and Compliance Checklist

#### **RECOMMENDATION:**

Execute agreement with CSU Florida for Building Department Renovation based on Bid No. 25-002.

#### CONTRACT FOR BUILDING DEPARTMENT RENOVATION

THIS CONTRACT ("Contract") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **Town of Highland Beach**, a Florida municipal corporation ("Town") and **Contractors Services Unlimited, Inc.**, a Florida corporation, d/b/a CSU Florida, with its principal address at 9595 Fontainebleau Blvd., Suite 101C, Miami, FL 33172 ("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 BUILDING DEPARTMENT RENOVATION and the Town issued an Invitation to Bid No. 25-002 ("ITB") regarding the same; and

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

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

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

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

#### Article 1. CONTRACT.

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

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

First Priority: Duly executed change orders

Second Priority: This contract

Third Priority: Town's Invitation to Bid (attached hereto as **Exhibit "A"**)

Fourth Priority: Contractor's Bid (attached hereto as **Exhibit "B"**)

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

- 1.3 Contract Price. The Contract Price shall be **NINETY SIX THOUSAND THREE HUNDRED DOLLARS AND ZERO CENTS** (\$96,300.00) which shall be payable in accordance with Article 3 of this Contract.
- 1.4 Contract Time. Contractor agrees to fully complete the scope of work as set out in the Town's Bid, attached hereto and incorporated herein as **Exhibit "A,"** within 90 days of receiving a written notice to proceed from the Contract Administrator. Failure to achieve timely, substantial and/or final completion for the Work shall be regarded as a breach of this Contract and subject to appropriate remedies including but not limited to liability for liquidated damages in accordance with Item 1.5 herein.
- 1.5 Liquidated Damages. The Town and Contractor recognize that time is of the essence of this Contract and that the Town will suffer financial loss if the services described in the Contract Documents not completed within the times specified in Article 1.4 above. The Town and Contractor recognize, agree, and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the Town would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services within the time specified. Accordingly, instead of requiring any such proof, the Town and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Town \$250.00 for each day that expires after the time specified in paragraph 1.4. Liquidated Damage shall not be the Town's sole or exclusive remedy under the Contract Documents; there shall be no limitation on the amount of the Liquidated Damages that may be assessed; and, there shall be no bonus paid to the Contractor for early completion of the services

#### Article 2. SCOPE OF WORK.

The work covered by these specifications comprises, in general, the furnishing of all labor, equipment, materials, and performing all operations for Town BUILDING DEPARTMENT RENOVATION, including the following:

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

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

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

All interior office walls must be insulated for sound attenuation.

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

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

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

#### Article 3. PAYMENT PROCEDURES

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

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

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

3.2 In accordance with Section 255.077, Florida Statutes, upon substantial completion, the Contractor shall notify the Town the work is substantially complete and request an inspection. Within five (5) business days thereafter, the Contractor and Town shall make an inspection of the work and begin the development of a draft punch list of items that must be completed by the Contractor prior to the Contractor submitting its final payment request ("Punch List Walkthrough"). The Town shall submit the punch list to the Contractor within fifteen (15) days of the Punch List Walkthrough and the Contractor shall have ten (10) days to agree to the same. If the Contractor wishes to revise the punch list, it must send the revised punch list to the Town no later than thirty (25) days after reaching substantial completion. Thereafter the parties shall agree on the final punch list no later than thirty (30) days after reaching substantial completion.

The punch list shall include every remaining item required to render complete, satisfactory, and acceptable services to the Town and the estimated cost to complete each remaining item. The final agreed upon punch list shall be sent to the Contractor five (5) days after the punch list is finalized. In no event may the Contractor request payment of final retainage until the Contractor has completed all items on the punch list. All items that require correction under the Contract which are identified after the preparation and delivery of the punch list remain the obligation of the Contractor. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to the Contract.

- 3.3 Upon final completion and acceptance of the work in accordance with the ITB and the Contract (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the project (if other than the Town), the Contractor shall submit a "final invoice" to the Town. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all work has been properly completed and all charges have been invoiced to the Town. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the Town shall pay the remainder including any amount held as retainage.
- 3.4 Notwithstanding the foregoing, the Town shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the Town.
- 3.5 Final payment shall not become due until the Contractor and all of its subcontractors, who timely filed notices to owner, submit to the Town releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the project.
- 3.6 Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.
- 3.7 The Town is exempt from payment of Florida State Sales and Use Tax. Contractor shall <u>not</u> be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the Town, nor is Contractor authorized to use the Town's Tax Exemption Number in securing such materials.

#### Article 4. SUBCONTRACTORS

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

#### Article 5. CONTRACTOR'S REPRESENTATIONS

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

5.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, work,

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

#### Article 6. INDEMNITY.

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

#### Article 7. TERMINATION.

7.1 Termination by the Town for Cause: The Town may terminate the Contract and the Contract

#### Documents if Contractor:

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

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

Contractor and its sureties shall be liable for any damage to the Town, including additional attorney fees, resulting from the Contractor's termination under this provision by the Town, including but not limited to, and any increased costs incurred by the Town in completing the work.

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

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

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

#### Article 8. INSURANCE.

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

	<b>Type</b>	<u>of</u>	<u>Coverage</u>
--	-------------	-----------	-----------------

Professional liability/

**Errors and Omissions** 

Commercial general liability (Products/completed operations

#### **Amount of Coverage**

\$1,000,000 per occurrence

\$3, 000,000 annual aggregate

\$1,000,000 per occurrence

Contractual, insurance broad form property,

Independent Auditor, personal injury) \$2,000,000 annual aggregate

Excess liability \$1,000,000

Automobile (owned, non-owned, & hired) \$ 1,000,000 per occurrence

Worker's Compensation \$ statutory limits

Including employer's liability insurance \$ 100,000 per occurrence

\$ 500,000 annual aggregate

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

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

#### Article 9. PUBLIC RECORDS.

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

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

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

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

#### Article 10. MISCELLANEOUS.

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

- breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.
- 10.6 Governing Law; Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.
- 10.7 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.
- 10.8 Severability: If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 10.9 Effective date: The effective date of this Contract is the date the Contract is approved by the Town Commission.
- 10.10 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 10.11 Independent Contractor: Contractor is and shall be, in the performance of the Scope of Work under this Contract, an independent contractor, and not an employee, agent, or servant of the Town. All persons engaged in any of the Scope of Work performed pursuant to this Contract shall at all times, and in all places, be subject to Contractor's sole direction, supervision, and control. Contractor shall exercise control over the means and manner in which it and its employees perform the Scope of Work.
- 10.12 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 10.13 Enforcement; Waiver of Jury Trial: If any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS

- 10.14 Continuing Obligation: Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.
- 10.15 Reserved.
- 10.16 Notice: Any notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as follows to the Town:

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

and to Contractor as follows:

Contractors Services Unlimited, Inc. Attn:\_\_\_\_\_9595 Fontainebleau Blvd
Suite 101 C
Miami, FL 33172

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

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

10.20 Scrutinized Companies: Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate this Contract at its sole option Contractor or any of its subcontractors are found to have submitted a false certification; or if Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.

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

- 10.21 Protection of Property: Contractor shall at all times guard against damage or loss to the property of the Town or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The Town may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of Contractor or its agents. Contractor shall be responsible to safeguard all of their property such as tools and equipment while on site. The Town will not be held responsible for any loss of Contractor property due to theft or vandalism.
- 10.22 Defects: Contractor warrants that all goods and services provided under this Contract will be free of defects in materials and workmanship for a period of one (1) year following completion of all services unless a longer manufacturer warranty applies. The undersigned, upon notice of such defect, shall make the foregoing repairs as soon as reasonably possible or, if such repairs have already been made by the Town, the undersigned, upon receipt of evidence of the costs reasonably incurred by the Town in the making of such repairs, shall forthwith refund same to the Town. Anything herein to the contrary notwithstanding, the Town shall have the sole obligation to perform all maintenance required. Accordingly, the undersigned shall have no liability hereunder in the event that the repairs result from the failure of the Town to properly maintain same or misuse or abuse (except, however, nothing contained herein shall be construed to release the undersigned from liability for damage or defect caused by acts of the undersigned or its employees or agents in connection with the completion by the undersigned of the project).
- 10.23 Audit: Contractor shall permit the Town, or any authorized representatives of the Town, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the Contractor's performance under this Contract including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for

- work performed and detailed documentation for all such work performed or to be performed under this Contract.
- 10.24 Human Trafficking: Contractor, by signing this Contract as set forth below, attests that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes.
- 10.25 E-Verify: Pursuant to Section 448.095(5), Florida Statutes, Contractor shall:
  - a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
  - b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Contract) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien";
  - c. Maintain copies of all subcontractor affidavits for the duration of this Contract and provide the same to Town upon request;
  - d. Comply fully, and ensure all of its subcontractors comply fully, with Sections 448.09(1) and 448.095, Florida Statutes;
  - e. Be aware that a violation of Section 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Contract; and
  - f. Be aware that if Town terminates this Contract under Section 448.095(5)(e), Florida Statutes, Contractor may not be awarded a contract for at least one (1) year after the date on which this Contract is terminated and will be liable for any additional costs incurred by Town as a result of termination of this Contract.

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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: Natasha Moore, Mayor
ATTEST:	Approved as to form and legal sufficiency:
Lanelda Gaskins, Town Clerk	Leonard G. Rubin, Town Attorney
	CONTRACTOR
	CONTRACTORS SERVICES UNLIMITED, INC., a Florida corporation d/b/a CSU Florida
	By: Ian C. Harbajan, President
[Corporate Seal]	
STATE OF FLORIDA ) COUNTY OF PALM BEACH)	
Ian C. Harbajan, who was physically paths which is authorized to do business in or who has produced the follow and who did take an oath that the fac	vledged before me this day of, 2025, by bresent, as President, of Contractors Services Unlimited, Inc. the State of Florida, and who is personally known to me ing as identification as stated with regard to section 787.06, Florida Statutes, are duly authorized to execute the foregoing instrument and bind
Contractors Services Unlimited, Inc.	•
	Notary Public
	Print Name:
	My commission expires:

# EXHIBIT "A"

Town's Bid

# EXHIBIT "B"

Contractor's Bid

# **INVITATION TO BID**

# **FOR**

# **BUILDING DEPARTMENT RENOVATION**

BID No.: 25-002

1949

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

### **INVITATION TO BID**

**FOR** 

# **BUILDING DEPARTMENT RENOVATION** BID No.: 25-002

Bids must be received by 2:00 PM on 6/18/25 in a sealed envelope clearly labeled "BID # 25-002: BUILDING DEPARTMENT RENOVATION" and delivered to:

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

# LOBBYING / CONE OF SILENCE

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

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the Town Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Highland Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

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

#### **FXHIBIT A**

### SCOPE OF BID:

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

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

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

All interior office walls must be insulated for sound attenuation.

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

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

# **MANDATORY PRE-BID CONFERENCE:**

A mandatory Pre-Bid Conference will be held at 10:00 a.m., 6/6/25, at the Town of Highland Beach Town Hall, 3614 South Ocean Blvd., Highland Beach, Florida 33487, to present the project scope, submission requirements, to answer questions of interested Bidders and to make a site visit.

# **BID OPENING:**

Sealed bids will be received in the Town Clerk's Office, Town of Highland Beach, 3614 South Ocean Boulevard, Highland Beach, FL 33487, by: <u>6/18/25, no later than 2:00PM (Local Time)</u>, at which time they will be publicly opened and read.

**Contact:** Skender Coma, Senior Management Analyst

Telephone: (561) 278-4548; Email: scoma@highlandbeach.us

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

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

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

### **INVITATION TO BID**

### **FOR**

### **BUILDING DEPARTMENT RENOVATION**

BID No.: 25-002

#### Section 1 – SUBMITTAL INFORMATION

- A. The Town of Highland Beach will receive bid responses until <u>6/18/25</u> at <u>2:00 P.M. (LOCAL TIME)</u> in the Town Clerk's Office located at Town Hall, 3614 South Ocean Blvd., Highland Beach, FL 33487.
- B. Any responses received after the above stated time and date will not be considered. It shall be the sole responsibility of the bidder to have its bid response <u>delivered to the Town Clerk's Office</u> for receipt on or before the above stated time and date. It is recommended that responses be sent by an overnight air courier service or some other method that creates proof of submittal. Bid responses that arrive after the above stated deadline as a result of delay by the mail service shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense. The Town reserves the right to consider submittals that have been determined by the Town to be received late due solely to mishandling by the Town after receipt of the bid and prior to the award being made.
- C. If any addendum(s) are issued to this Bid, the Town will attempt to notify all prospective bidders who have secured same, however, it shall be the <u>responsibility of each bidder</u>, <u>prior to submitting the bid response</u>, to contact the Town Clerk's Office at (561) 278-4548 to determine if any addendum(s) were issued and to make any addendum acknowledgements as part of their bid response.
- D. One (1) original, so marked, one (1) copy, and 1 electronic copy of the bid response shall be submitted in one sealed package clearly marked on the outside "BID # 25-002: BUILDING DEPARTMENT RENOVATION" to: Town of Highland Beach Clerk's Office, c/o Skender Coma, Senior Management Analyst, 3614 South Ocean Blvd., Highland Beach, Florida 33487.
- E. Responses shall clearly indicate the <u>legal name</u>, <u>address</u>, <u>and telephone number</u> of the bidder (firm, corporation, partnership or individual). Responses shall be <u>signed</u> above the <u>typed or printed name and title</u> of the signer. The signer shall have the authority to contractually bind the proposer to the submitted bid. Bidder must note their Federal I.D. number on their bid submittal.

F. PREPARATION OF BID: This Invitation to Bid (also referred to as "ITB" or "Bid") provides the complete set of terms and conditions, specifications and bid forms for the required goods and/or services.

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

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

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

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

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#### **GENERAL CONDITIONS FOR BIDDERS**

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

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

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

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

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

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

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

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

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

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

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

<u>INTERPRETATIONS:</u> Any questions concerning conditions and specifications should be directed to the Town Clerk's Office in writing no later than ten (10) days prior to the bid deadline. Inquiries must reference the date by which the bid proposal is to be received.

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

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

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

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

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

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

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

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

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

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

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

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided

in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list".

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

<u>ADVERTISING:</u> In submitting a bid, the bidder agrees not to use the results as a part of any commercial advertising. Violation of this stipulation may be subject to action covered under "NONCONFORMANCE WITH CONTRACT CONDITIONS".

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

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

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

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

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

<u>LICENSE AND PERMITS:</u> It shall be the responsibility of the successful bidder to obtain all licenses and permits, if required, to complete this service at no additional cost to the Town. Licenses and permits shall be readily available for review by the Town.

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

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

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

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

<u>PUBLIC RECORDS</u>: Sealed documents received by the Town in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the Town announces intent to award sooner, in accordance with Fla. Stat. § 119.07, at which time they become subject to disclosure.

The Town is public agency subject to Chapter 119, Florida Statutes. The bidder understands and agrees that the below or similar language will be included in the contract should the bidder be chosen.

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

- A. Keep and maintain public records required by the Town to perform the service;
- B. Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;
- C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the Town; and
- D. Upon completion of the contract, Contractor shall transfer to the Town, at no cost to the Town, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.
- E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

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

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

PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING – Fla. Stat. § 287.05701

Pursuant to section 287.05701, Florida Statutes (2023), the Town may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is responsible. Further, the Town may not give a preference to a vendor based on the vendor's social, political, or ideological interests.

### IRON AND STEEL PRODUCTS

If the Scope of Work for this Invitation to Bid is for a "public works project" as defined in Section 255.0993, Florida Statutes, or for the purchase of materials for a public works project, any iron or steel product permanently incorporated in the Project must be produced in the United States unless specifically exempted in writing by the Town in accordance with Section 255.0993, Florida Statutes.

# LUMBER, TIMBER, AND OTHER FOREST PRODUCTS

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

# EXHIBIT A SPECIAL CONDITIONS FOR BIDDERS

### **BONDS:**

### A. PAYMENT AND PERFORMANCE BONDS:

As required by Section 255.05, Florida Statutes, the successful bidder will be required to execute a Payment and Performance Bond with a surety insurer authorized to do business in the State of Florida. The bond must meet all statutory requirements and shall be for 100% of the bid price submitted.

- B. **RECORDING OF CONTRACT BOND:** Before commencing the work, Contractor(s) shall provide to Town a certified copy of the recorded bond(s). The Town may not execute the Contract or make any payment to Contractor until Contractor has complied with this requirement.
- C. **POWER OF ATTORNEY:** Attorneys-in-fact who sign Bid Bonds or Contract Bonds shall file with each bond an original, certified, and dated copy of their power of attorney.
- D. **QUALIFICATION OF SURETY:** The Payment and Performance Bonds shall be executed by a surety company of recognized standing authorized to do business in the State of Florida and having a resident agent in the State of Florida for purposes of service of process. The surety company shall hold a current certificate of authority as acceptable surety on Federal Bonds, in accordance with U.S. Department of Treasury Circular 570, current revision, or meet the criteria established as to acceptable surety companies by the Board of Commissioners of State Institutions, March 18, 1958, or the equivalent thereof. A surety shall be deemed not qualified if the surety shall have a receiver appointed for it, or if it shall declare or file or has filed for bankruptcy.

### **PERMITS:**

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

## **MINIMUM QUALIFICATIONS OF BIDDERS:**

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

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

# EXHIBIT A INVITATION TO BID FOR BUILDING DEPARTMENT RENOVATION

BID No.: 25-002

### **SCOPE OF WORK:**

#### General

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

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

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

All interior office walls must be insulated for sound attenuation.

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

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

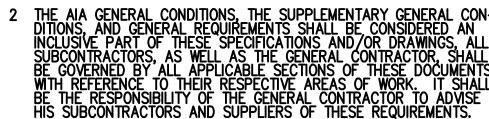
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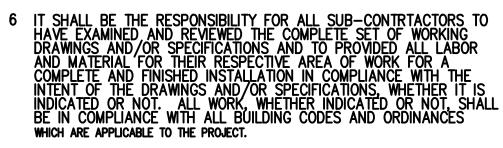
# EXHIBIT A **INVITATION TO BID**

**FOR** 

# BUILDING DEPARTMENT RENOVATION BID No.: 25-002

**BID SPECIFICATIONS** 





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

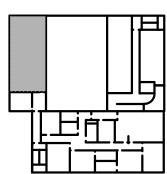
# PROJECT:

# HIGHLAND BEACH BUILDING DEPARTMENT OFFICE INTERIOR IMPROVEMENT

# TOWN OF HIGHLAND BEACH

3614 S OCEAN BLVD. HIGHLAND BEACH, FL 33487

SCOPE OF WORK THIS PERMIT Tenant Improvement



- A1 COVER SHEET A2 DEMOLITION PLAN
- A3 LIFE SAFETY PLAN
- A4 FLOOR PLAN
- A5 REFLECTED CEILING PLAN E1 ELECTRICAL PLAN
- M1 MECHANICAL PLAN

NO PLUMBING

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

# 107.3.5 Minimum plan review criteria for buildings.

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

ALTERATION—LEVEL 2

504.1 Scope.

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

602.2 Types I and II.

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

OCCUPANCY B

CONSTRUCTION CLASSIFICATION TYPE II

TENANT FIREWALL SEPARATION IS 1-HR

BUILDING IS SPRINKLERED

TOTAL FLOOR AREA OF WORK IS 600 SF

# THROUGH WALL PENETRATIONS

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

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

BX WIRE PENETRATIONS THROUGH FIRE RATED ASSEMBLIES WL-1195

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

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

301.1.2 Work area compliance method.

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

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PROJECT INFORMATION AND DESIGN CRITERIA

ADDRESS/LEGAL DESCRIPTION Folio: Legal:

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

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

Level II Alteration as per FBC Exist. Bldg.

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

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

LIFE SAFETY NFPA 101 (CURRENT EDITION)/FFPC 2017

Provide one 5 lb. ABC type Extinguisher per every 2,500 sf, not to exceed 75' of travel. Mount 5'-0" a.f.f. to top of extinguisher. Provide (4)

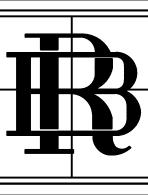
NUMBER OF EXITS

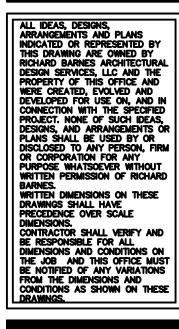
CORRIDORS/TENANT SEPARATION (Existing to Remain) Tenant Fire Separation 508.4.(FBC) - 1 hour fire separation is required between Group B (Business) & B(BUSINESS). Section FBC 708 and 708.3 requires 1 - Hr. separation between individual tenants (FBC 708.4 - rated walls should be continuous from floor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

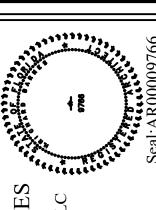
OCCUPANCY CLASSIFICATION Group B (FBC 309)BUSINESS NFPA 101-2020 Class C (FFPC) 6.1.10&37.1.4.2.1 Occupant load: Life Safety Occupant Load (N.F.P.A. 101, Chap 7.3.1.2) & (FBC - Table 1004.1) 1 person per 150 SF of gross floor area. Mixed occupancy: 302.2 Office use less than 10% of primary occupancy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

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

**BID SET ONLY** 

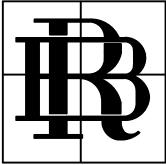






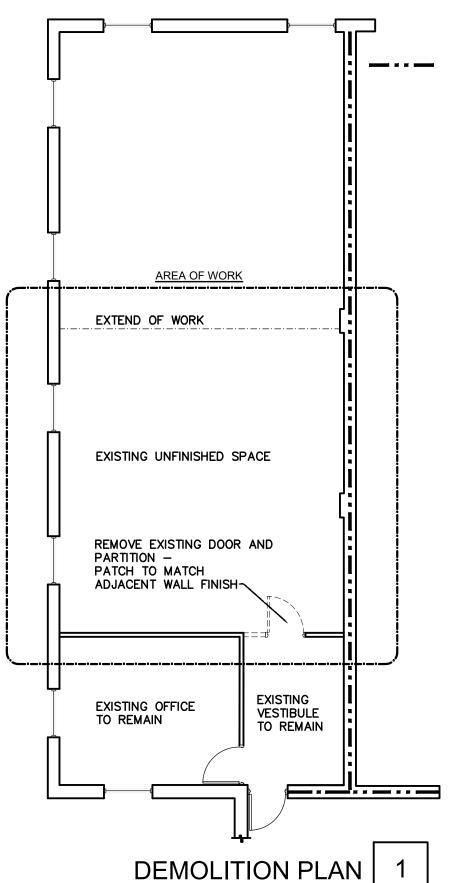
CHARD BARNES
ARCHITECTURAL
ESIGN SERVICES LLC 1807 E. TER. DR. LAKE WORTH, FL 33460 (561) 574-1027

 $\overset{\text{drawn}}{RB}$ CHECKED AS NOTED FOR PERMIT 1-3-25 A-1

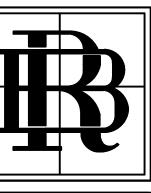


DEMOLITION NOTES EXISTING CMU TO REMAIN WORK SHALL INCLUDE ALL DEMOLITION, PATCHING, AND REPAIR REQUIRED TO ACCOMMODATE NEW CONSTRUCTION. EXTENT OF WORK EXISTING CMU TO BE REMOVED IS TO BE ASCERTAINED BY CONTRACTOR AT PRE-BID SITE VISIT AND SHALL BE SUFFICIENT TO ACCOMMODATE NEW WORK. SEE REFLECTED CEILING GRID TO DETERMINE EXTENT OF CEILING GRID TO EXISTING PARTITION TO BE REMOVED AREA OF WORK 2. BEFORE BEGINNING DEMOLITION, CONTRACTOR SHALL VERIFY UTILITY LINE LOCATIONS AND SERVISES EXISTING PARTITION CUTTING WORK SHALL BE DONE WITH MINIMUM DAMAGE TO TO REMAIN EXTEND OF WORK SURROUNDING SURFACES TO REMAIN. ALL SURFACES SHALL BE RESTORED TO APPEAR AS NEW, READY TO EXISTING EXIT LIGHT RECEIVE SPECIFIED FINISH, OR FINISH TO MATCH ADJACENT SURFACE. PATCH, FILL, AND SAND SMOOTH ALL GOUGES, HOLES, CRACKS, AND DENTS TOMATCH ADJACENT SURFACE FOR UNIFORM FINAL FINISH ON EXISTING EMERGENCY ALL EXISTING SURFACES. ANY EXISTING DUCTWORK, PIPING, PLUMBING, AND CONDUITS TO BE DEMOLISHED SHALL BE CAPPED AT POINT OF ORIGIN. SEE EXISTING ELECTRIC PANEL ENGINEERS DRAWINGS FOR EXTEND OF WORK. EXISTING THERMOSTAT REMOVE ALL FLOOR MONUMENTS AND OUTLETS U.O.N. TO SAVE REPLACE WITH NEW EXISTING UNFINISHED SPACE ALL TELEPHONE, DATA, ELECTRICAL OUTLETS AND SWITCHES LOCATED WITHIN THE PARTITIONS TO BE DEMOLISHED ARE TO BE EXISTING 2X4 LIGHT REMOVED U.O.N. TO SAVE. ALL ELECTRICAL DATA, TELEPHONE FIXTURE TO REMAIN WIRING AND CONDUITS (EXCEPT LIGHTING FIXTURES AND LIFE SAFETY SYSTEMS NOTED TO REMAIN.) ARE TO BE REMOVED BACK TO PANEL BOARD TERMINALS - SEE ENGINEERS DRAWINGS FOR EXTENT OF EXISTING 2X2 AC REMOVE EXISTING DOOR AND DIFFUSER 8. ALL FLOOR PENETRATIONS (OUTLETS, HOLES, ETC.) TO BE FIRE—SAFED AND FILLED SMOOTH PRIOR TO INSTALLATION OF FLOOR PARTITION -PATCH TO MATCH COVERING. ADJACENT WALL FINISH~ ALL ITEMS TO BE REUSED SHALL CAREFULLY REMOVED FREE OF DAMAGE, AND STORED IN ONE AREA OF EACH FLOOR. EXISTING 2X2 AC RETURN REMOVE AND STORE EXISTING CONSTRUCTION MATERIALS AND FIXTURES AS INDICATED ON PLANS. 11. ALL OTHER MATERIAL DISMANTLED FROM EXISTING WORK SHALL EXISTING SPRINKLER HEAD TO REMAIN BECOME THE PROPERTY OF, AND SHALL BE REMOVED BY THE GENERAL CONTRACTOR. 12. PARTITIONS AND EQUIPMENT ADJACENT TO THE CEILING MUST BE **EXISTING** CAREFULLY REMOVED TO MINIMIZE DAMAGE TO THE CEILING SYSTEM. EXISTING OFFICE 13. LEVEL EXISTING CONCRETE FLOOR SLABS AS NECESSARY TO PROVIDE VESTIBULE TO REMAIN TO REMAIN SURFACE VARYING NO MORE THAN \$\frac{1}{4}" IN 10'-0".

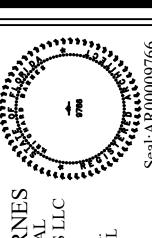
14. PREPARE INVENTORY OF ITEMS TO BE SALVAGED AND REUSED AND CONFIRM QUANTITIES INDICATED FOR BID. 15. DEMOLITION SHALL COMPLY WITH REQUIRED SAFE GUAR DS DURING CONSTRUCTION. AS PER FBC: 3303.2(PEDESTRIAN PROTECTION) 3303.3 (MEANS OF EGRESS) 3303.6 (UTILITY CONNECTIONS)



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



Revisions:



1807 E. TER. DR. LAKE WORTH, FL 33460 (561) 574-1027

RAWN RB CHECKED RB
DATE AS NOTED FOR PERMIT
1-3-25
SHEET A-2

FIRE / LIFESAFTEY NOTES

1. PROVIDE EXIT SIGN WITH 6" LETTERS
OVER REQUIRED EXITS, WHERE
INDICATED AND ADDITIONAL SIGN AS
REQUIRED BY BUILDING DEPARTMENTS
INSPECTOR OR FIRE DEPARTMENT FIELD
INSPECTOR. CONNECT EXIT SIGNS TO
EMERGENCY POWER CIRCUITS. COMPLY
WITH BUILDING CODES.

- MAINTAIN FOR DURATION OF THE WORK, EXITS, EXIT LIGHTING, FIRE PROTECTIVE DEVICES AND ALARMS IN CONFORMANCE WITH APPLICABLE CODES AND TO THE SATISFACTION OF LOCAL FIRE MARSHALL.
   MAINTAIN AISLES AT LEAST 44" WIDE AT
- SATISFACTION OF LOCAL FIRE MARSHALL
  3. MAINTAIN AISLES AT LEAST 44" WIDE AT PUBLIC AREA.
  4. INSTALL PORTABLE FIRE
- EXTINGUISHER'S) WITH A RATING OF NOT LESS THAN 2-A WITHIN 75 FOOT TRAVEL DISTANCE TO ALL PORTIONS OF TENANT SPACE PER NFPA 10. VERIFY ACCEPTABLE LOCATION(S) WITH LOCAL
- FIRE MARSHALL AND ARCHITECT.

  5. EMERGENCY LIGHTING IS DESIGNED TO
  GIVE A UNIFORM MINIMUM VALUE OF ONE
  FOOTCANDLE AT FLOOR LEVEL AT ALL
  LOCATIONS OF TENANT SPACE.
- 1. EMERGENCY WARNING SYSTEMS SHALL WARN THE HEARING IMPAIRED. "VISUAL WARNING" STROBE LIGHTS TO HAVE A FREQUENCY OF NOT MORE THAN 60 FLASHING PER MINUTE.
- 2. EVERY SWINGING EXIT DOOR SHALL BE OPERABLE FROM THE INSIDE WITHOUT USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT. SPECIAL LOCKING DEVICES SHALL BE OF AN APPROVED TYPE. ALL NEW DOORS SHALL HAVE ACCESSIBLE LEVER HANDLES.
- DOORS OPENING INTO REQUIRED 1-HOUR FIRE RESISTIVE CORRIDORS SHALL HAVE A 20 MONUMENT RATING AND BE SELF CLOSING.
   INTERIOR WALL AND CEILING FINISHES
- SHALL NOT EXEC AND END POINT FLAME
  SPREAD RATING AS FURTHER DESCRIBED
  BELOW:
  4.1. CLASS A, FLAME SPREAD 0-25, SMOKE
  DENSITY 150, FOR MATERIALS
- INSTALLED IN VERTICAL EXITS 1. OF CLASS A, (REFER TO FINISH LEGEND) 4.2. CLASS B, FLAME SPREAD 26-75, SMOKE DENSITY 300, FOR MATERIALS
- INSTALLED IN HORIZONTAL EXITS.
  4.3. CLASS C, FLAME SPREAD 76-200,
  SMOKE DENSITY 450, FOR MATERIALS

INSTALLED IN ANY OTHER LOCATION.

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

APPLICABLE CODE REQUIREMENTS.

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

OBTAINING APPROVAL PRIOR TO

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

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

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

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

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

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

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

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

LEGEND

REVIEW AND APPROVAL BY THE AHJ SHALL NOT RELIEVE THE APPLICANT OF THE RESPONSIBILITY

EMERGENCY LIGHT

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

OF COMPLIANCE WITH THIS CODE PER NFPA 1:1.14.1

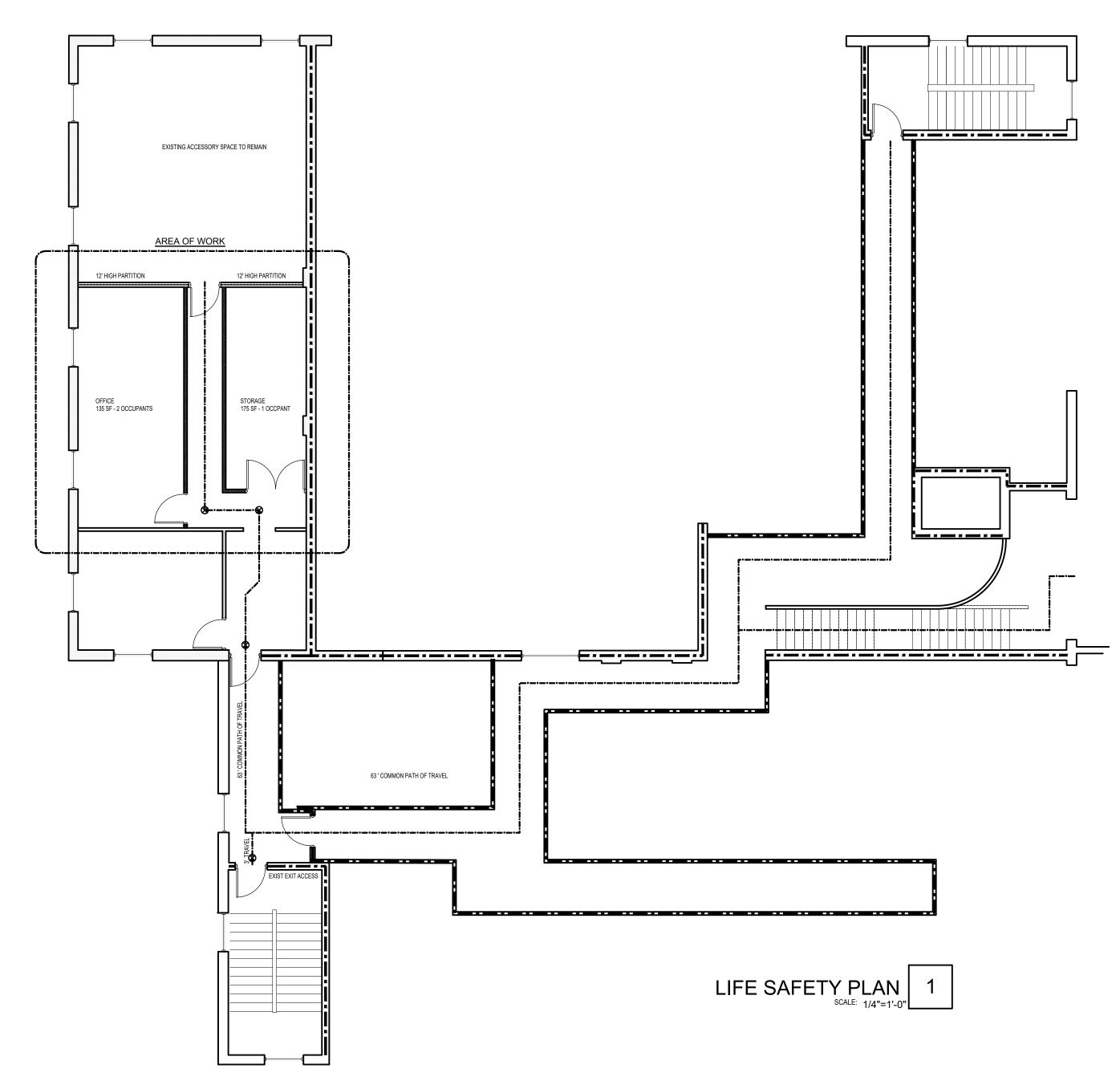
FIRE EXTINGUISHERS SHALL BE MOUNTED NOT TO EXCEED 48" AFF AND SHALL BE CURRENTLY DATED AND TAGGED BY LICENSED FIRE EQUIPMENT COMPANY.

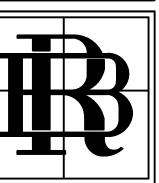
ADDITIONAL EXIT SIGNS AND EMERGENCY LIGHTS MAY BE REQUIRED BY THE FIRE INSPECTOR AT THE TIME OF THE FIRE FINAL.

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

THE LOCKING DEVICE IS READILY DISTINGUISHABLE AS LOCKED:

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

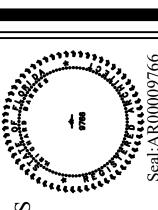




TENANT BUILD OUT
TOWN OF HIGHLAND BEACH
BUILDING DEPARTMENT
TENANT IMPROVEMENT
3614 S OCEAN BLVD
HIGHLAND BEACH, FL

Revisions:

ALL IDEAS, DESIGNS,
ARRANGEMENTS AND PLANS
NDICATED OR REPRESENTED BY
HIS DRAWING ARE OWNED BY
HIS DRAWING ARE OWNED BY
HICHARD BARNES ARCHITECTURA
PESIGN SERVICES, LLC AND THE
PROPERTY OF THIS OFFICE AND
HERE CREATED, EVOLVED AND
HEVELOPED FOR USE ON, AND HI
CONNECTION WITH THE SPECIFIE
PROJECT, NONE OF SUCH IDEAS,
HESIGNS, AND ARRANGEMENTS OF
LANS SHALL BE USED BY OR
HISCLOSED TO ANY PERSON, FIR
HIS CORPORATION FOR ANY
URPOSE WHATSOEVER WITHOUT
HITTEN PERMISSION OF RICHAR
HARNES.
HIS THE DIMENSIONS ON THESE
PRAWINGS SHALL HAVE
HERECEDENCE OVER SCALE
HIMENSIONS.



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

AS NOTED

FOR PERMIT

1-3-25

SHEET

AS NOTED

SHEETS

.NOTES:

CAVITY

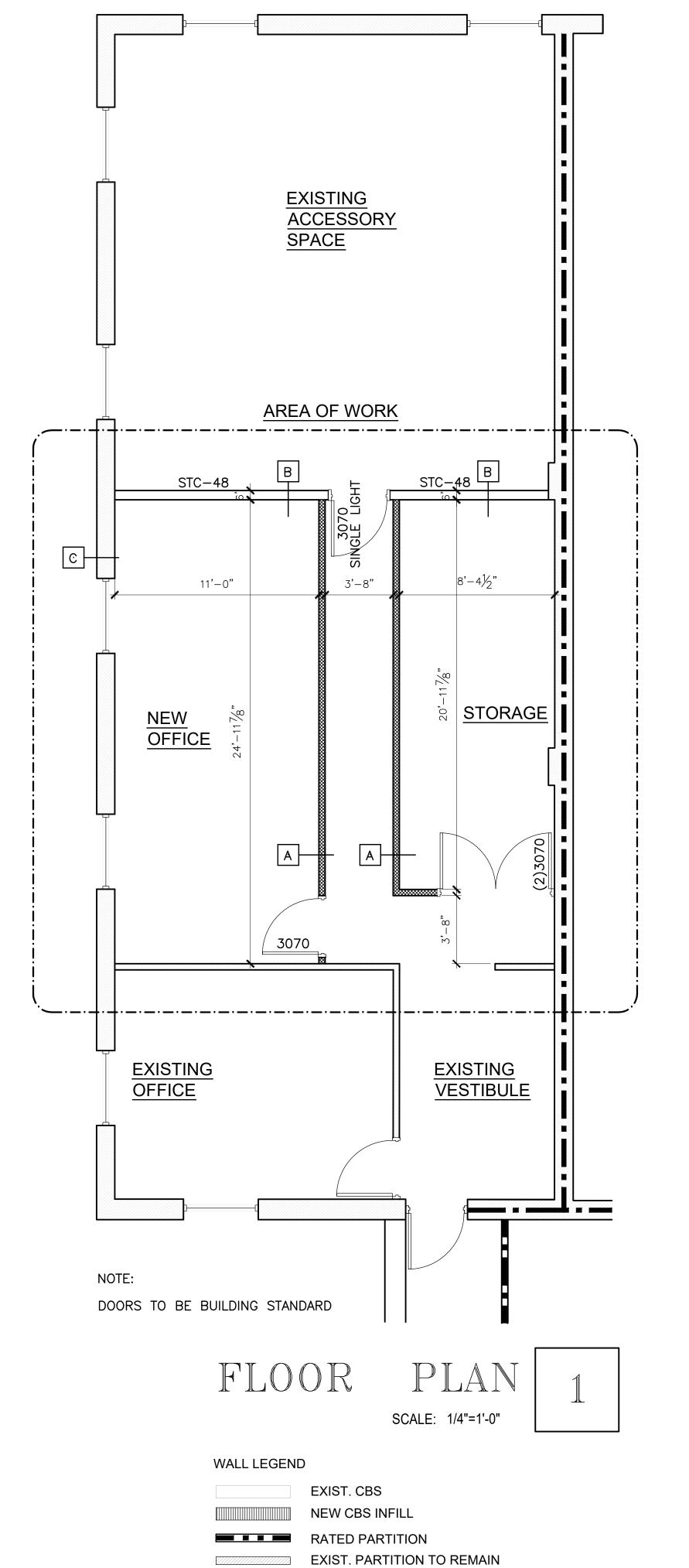
WALL CAVITY

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

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

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

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NEW GYP. BD PART.

NOTES:

PROVIDE NEW FLOORING FINISH TO MATCH ADJACENT CARPETING

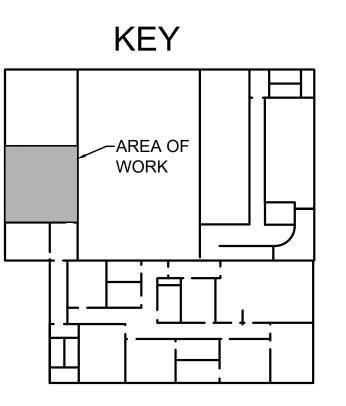
NEW DOORS TO MATCH ADJACENT DOOR HARDWARE TO MATCH ADJACENT KEYING PER TENANT REQUIREMENTS.

NEW BASE TO MATCH EXISTING VINYL BASE

NEW CEILING TILE TO MATCH EXISTING 2X2 ACT LAYING CEILING

WALL FINISH TO MATCH ADJACENT 5" GYPSUM BOARD TYPICAL

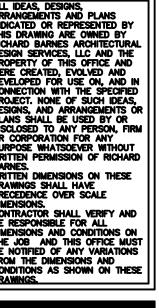
NEW WINDOW TREATMENT TO MATCH ADJACENT

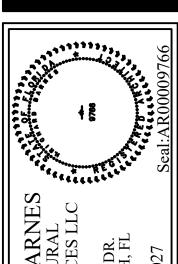


**BID SET ONLY** 

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

Revisions:





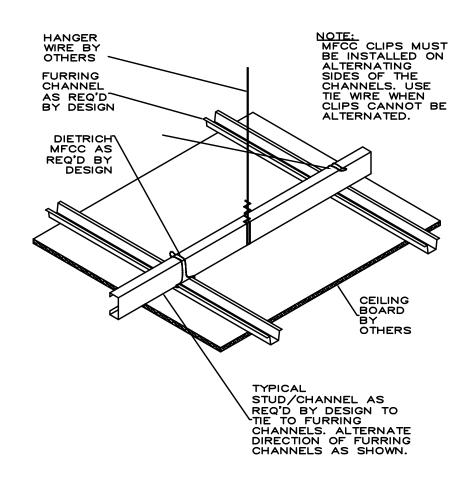
RICHARD BARNES
ARCHITECTURAL
DESIGN SERVICES LLC
1807 E. TER. DR.
LAKE WORTH, FL
33460

AS NOTED

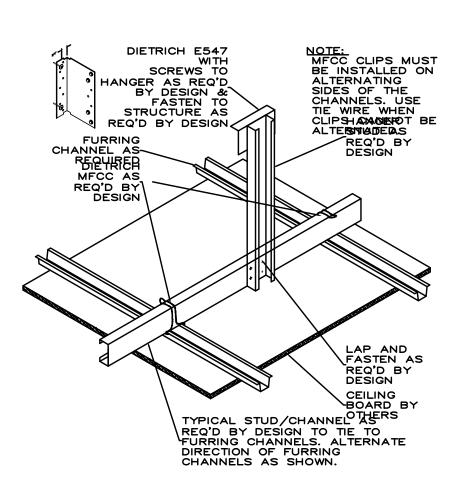
FOR PERMIT

1-3-25

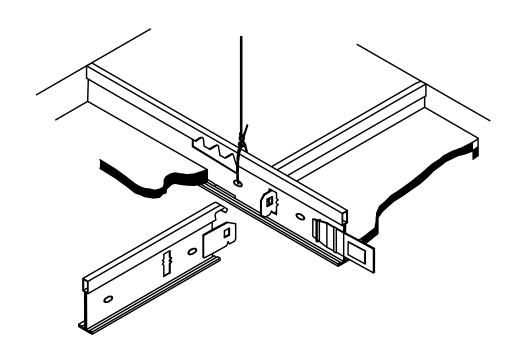
SHEET



2 SUSPENDED CEILING - Interior non rated SOUL HT



3 SUSPENDED CEILING - ALTERNATE Interior non rated SULE ME



SUSPENSION SYSTEM DETAILS:

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

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

DETAIL
SCALE: NTS

2

# **CEILING NOTES**

- CONTRACTOR SHALL EXTEND EXISTING DRYWALL AS REQUIRED TO ALLOW FOR THE ACCOMMODATION OF 9'-0" CEILINGS. DRYWALL SHALL EXTEND 6" MIN. ABOVE NEW CEILING HEIGHT. MATCH ADJACENT
- 2. ACCORDING TO CODE ALL FIXTURES AND3. MECHANICAL DEVICES SHALL BE INDEPENDENTLY
- SUSPENDED FROM THE STRUCTURAL FLOOR
  CEILING ASSEMBLY AND SHALL NOT BE SUPPORTED
  BY THE CEILING GRID
- 4. CEILING DEVICE LOCATIONS ARE SCHEMATIC, AND INTENDED TO INDICATED GENERAL LOCATIONS AND QUANTITIES FOR PRICING PURPOSES. ACTUAL LOCATIONS WILL BE PROVIDED IN A SET OF ENGINEERING DRAWINGS AT A LATER DATE
- 5. PROVIDE R-19 UNFACED BATT INSULATION ABOVE EXAM ROOMS AND OFFICES
- 6. GENERAL ACOUSTICAL TILE SHALL MATCH BUILDING STANDARD.

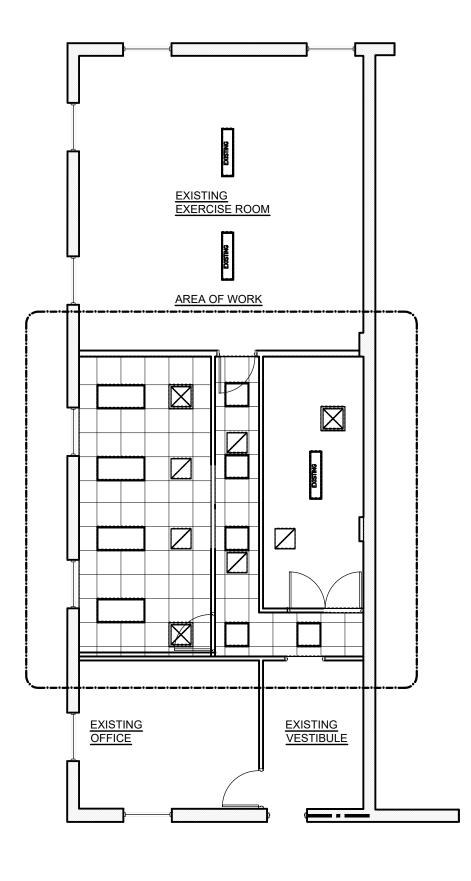
ACOUSTICAL CEILINGS:

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

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

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

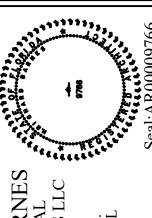
CEILING TO MATCH ADJACENT



REFLECTED CEILING PLAN SCALE: 1/8"=1'-0"

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





ARCHITECTURAL
ARCHITECTURAL
DESIGN SERVICES LLC
1807 E. TER. DR.
LAKE WORTH, FL
33460

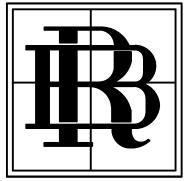
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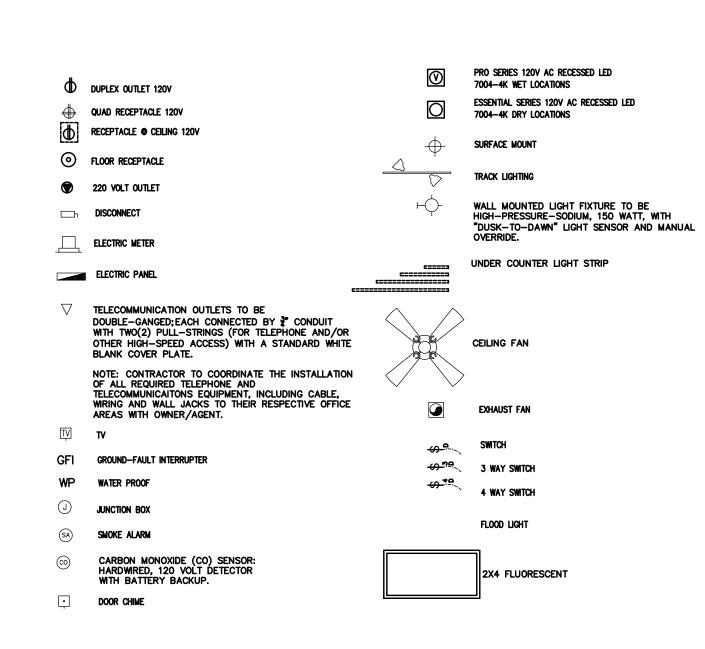
FOR PERMIT

1-3-25

SHEET

AS NOTED





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

NEC 406.11 TAMPER RESISTANT RECEPTACLES REQUIRED IN ALL AREAS SPECIFIED IN 210.52.

NOTE: ALL RECEPTACLES TO BE © 15" AFF TO BOTTOM OF RECEPTACLE UNLESS NOTED OTHERWISE OR ABOVE COUNTER.

KITCHEN COUNTER OUTLETS ARE COMPLIANT WITH NEC 210.52(C) THE DISHWASHER IS REQUIRED TO BE GFCI PER NOTE 210.8

ALL LED DRIVERS FOR RECESSED LIGHTS MUST BE ACCESSIBLE PER NEW 314.29

ALL 120V SINGLE PHASE OUTLETS AND RECEPTACLES ARE REQUIRED TO BE AFCI PROTECTED IN THE KITCHEN

ALL RECEPTACLES CHANGED, INCLUDING WIREMOLD STYLE MUST BE TAMPER RESISTANT

NEC 406.11 TAMPER RESISTANT RECEPTACLES REQUIRED IN ALL AREAS SPECIFIED IN 210.52.

NOTE:
ALL RECEPTACLES TO BE © 15" AFF TO BOTTOM OF
RECEPTACLE UNLESS NOTED OTHERWISE OR ABOVE COUNTER.

NOT LESS THAN 75 PERCENT OF THE LAMPS IN PERMANENTLY INSTALLED LIGHTING FIXTURES SHALL BE HIGH-EFFICACY LAMPS OR NOT LESS THAN 75 PERCENT OF THE PERMANENTLY INSTALLED LIGHTING FIXTURES SHALL CONTAIN ONLY HIGH-EFFICACY LAMPS.

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

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

NOTE:
ALL SWITCHES TO @ 42" AFF TO BOTTOM OF SWITCH UNLESS NOTED OTHERWISE.

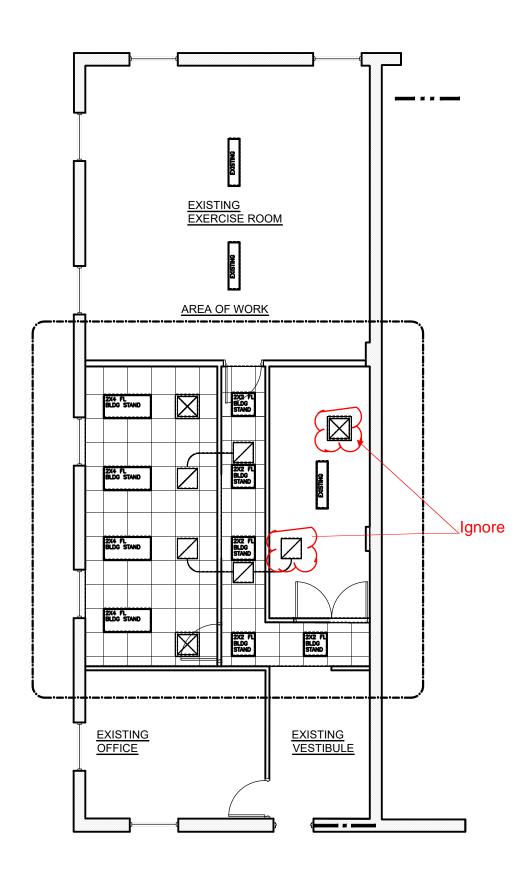
R404.1 LIGHTING EQUIPMENT (MANDATORY).

EXCEPTION: LOW-VOLTAGE LIGHTING.

SMOKE ALARM:

SMOKE DETECTOR NOTE

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

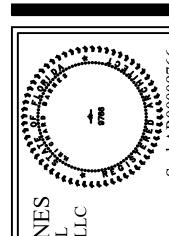


ELECTRICAL PLAN 1

CONNECT NEW ELECTRIC RECEPTACLES TO EXISTING CIRCUIT — VERIFY IN FIELD

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

Revisions:

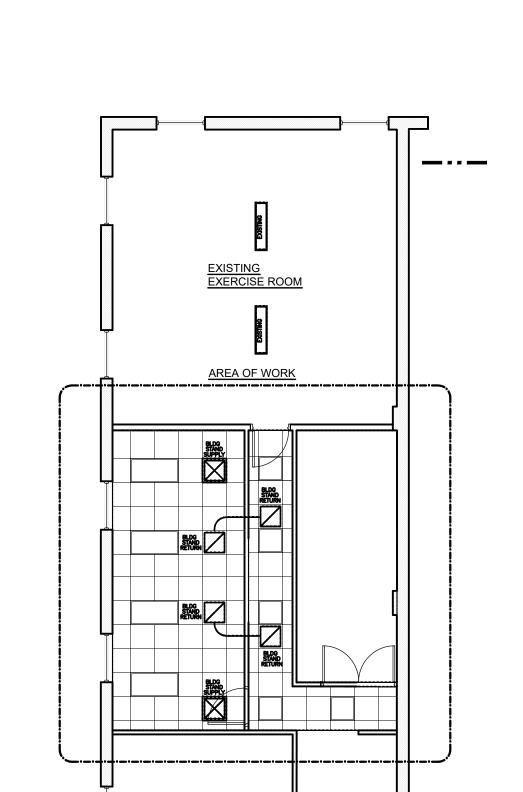


RICHARD BARNES
ARCHITECTURAL
DESIGN SERVICES LLC 1807 E. TER. DR. LAKE WORTH, FL 33460 (561) 574-1027

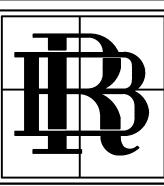
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DATE AS NOTED FOR PERMIT
1-3-25
SHEET BID SET ONLY

E-1

of SHEETS



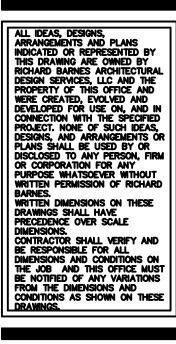
MECHANICAL PLAN 1
SCALE: 1/8"=1'-0"

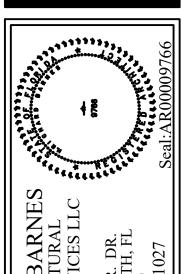


TENANT BUILD OUT

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

ons:





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DATE

SCALE
AS NOTED
FOR PERMIT
1-3-25
SHEET

M-1

# EXHIBIT A **INVITATION TO BID**

**FOR** 

# BUILDING DEPARTMENT RENOVATION BID No.: 25-002

# **PERMIT FEE SCHEDULE**

# **EXHIBIT "B"**

# TOWN OF HIGHLAND BEACH BUILDING AND LAND DEVELOPMENT SCHEDULE OF FEES

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

# V. BUILDING DEPARTMENT

- a. All building permit fees shall be based upon the value of the work to be performed. The "value of work" shall be determined in accordance with Section 109 of the Town's Administrative Amendments to the Florida Building Code.
- b. The minimum building permit fee shall be \$100.
- c. Building permit fees shall be calculated per each \$1,000 of valuation or portion thereof for each trade (building, plumbing, mechanical, or electrical) or for each specialty (pools, fire suppression, alarm, or security systems, etc.). Those fees are as follows:
  - i. \$25.00 per \$1,000 or portion thereof of value up to \$500,000.
  - ii. \$20.00 per \$1,000 or portion thereof of value above \$500,000. Note: For permits issued for properties within the Town of Gulf Stream, 5% of the collected fees will be allocated to the Town of Gulf Stream for administrative services.
- d. Private Provider rates per F.S. 553.791 & F.S. 553(2)(b)
  - i. Private Provider inspections only -8% of (c) only.
  - ii. Private Provider plan review only -10% of (c) only.
  - iii. Private Provider inspections & plan review -18% of (c) only.
- e. Sales Trailer Permit Fee: The fee for sales trailers shall be \$500 per trailer, shall include all sub-trade inspections, and shall expire after six (6) months. The permit may be renewed for additional six (6) month increments upon payment of an additional fee.
- f. Construction Trailer Permit Fee: The fee for a construction trailer shall be \$250 and shall include all sub-trade inspections.
- g. Contractor Registration: All contractors working in the Town of Highland Beach must be registered with the Building Department. Registration requires the submission of basic information about the contractor, including a government-issued photo ID, along with proof of valid licenses and insurance and a local county business tax receipt. Contractors must hold a valid license issued by the State of Florida or a Palm Beach County that meets licensing requirements. There is no fee for registering with the Town of Highland Beach.

# h. Reinspection Fees:

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

# i. Additional Fees:

- i. \$100.00 for fire sprinkler permits. Does not include the electrical permit.
- ii. \$50.00 per page for plans requiring additional review after the initial review
- iii. \$50.00 for change in contractor
- iv. \$100.00 floor and/or balcony tile fee (not shower tile or pan replacement)
- v. \$50.00 for a portable storage unit
- vi. \$100.00 for failure to call for a final inspection prior to permit expiring
- vii. \$100.00 for reinstatement of expired permit (if approved by the Building Official)
- viii. Appeal of Building Code Decision: \$1,500.00
- ix. Additional Highland Beach Fire Department fees may apply. Contact HBFR

# j. Penalty Fees:

- i. Two and half times (2.5X) the original permit fee, but not to exceed \$10,000, for work commenced without a permit
  - \*Approved by the Town Commission on October 7, 2020\*

# k. Planning & Zoning Fees:

i. Site plan: \$1,500.00

ii. Special Exception: \$1,500.00

iii. Comprehensive Plan Amendment: \$1,500.00

iv. Revision to Code of Ordinances: \$1,500.00

v. Variance: \$1,500.00

### \$500.00 each additional variance

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

# Refund Policy

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

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

# EXHIBIT A **INVITATION TO BID**

# **FOR**

# BUILDING DEPARTMENT RENOVATION BID No.: 25-002

# **BID PROPOSAL**

Date:

To All Bidd	ers:				
		declares that he/she has carefull visions and with the quality, type			
responsive constraint	e and r s, the	t is the intent of the Town to aver esponsible bidder of the option Town reserves the right to avec CES MUST BE HELD FOR A M	on that the Tov vard whicheve	vn r c	chooses. Due to budgetary
	ITEM NO.	DESCRIPTION	UNIT		UNIT PRICE
	1	BUILDING DEPARTMENT RENOVATION	Lump Sum	\$	
СО	MPANY	/ NAME	AUTI	HOI	RIZED SIGNATURE
( )				F	PRINTED NAME
TELEPHOI	NE NUM	MBER			TITLE
E-MAIL AD	DRES	5			

# 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.)

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

# **BIDDER ACKNOWLEDGEMENT**

Submit Bids to:	Clerk's Office 3614 South Ocean Blvd. Highland Beach, FL 33487 Telephone: (561) 278-4548			
Bid Title:	"BUILDING DEPARTMENT RENOVATION"			
Bid Number:	25-002			
Bid Due:	6/18/25, 2025, NO LATER THAN 2:00 P.M. (LOCAL TIME)			
All awards made as codes of the Town.	a result of this bid shall conform to applicable sections of the charter and			
Name of Bidder:				
Federal I.D. Number:				
A Corporation of the	State of:			
Area Code:	Telephone Number:			
Area Code:	FAX Number:			
Mailing Address:				
City/State/Zip:				
Vendor Mailing Date	<u></u>			
E-Mail Address:				
	Authorized Signature			

Page 106

# NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

Sta	ate of)			
Со	unty of)			
	, being first duly sworn, deposes and says that:			
1)	He is of,  (Title) (Name of Corporation or Firm) the bidder that has submitted the attached bid:			
2)	He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;			
3)	Said bid is genuine and is not a collusive or sham bid;			
4)	Further, the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Highland Beach or any person interested in the proposed Contract; and			
5)	The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.			
	(Signed)			
by	bscribed and sworn to before me (Title) means ofphysical presence or online notarization is day of, 20			
My	commission expires			

Page 107

# **ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA )		
COUNTY OF PALM BEACH )		
l, the undersigned hereby duly sworn, depose a be paid to any employees of the Town of Highla gift, directly or indirectly by me or any member o	and Bead	ch as a commission, kickback, reward of
	By:	
	•	NAME - SIGNATURE
Sworn and subscribed before me by means of this day of		sical presence or online notarization
		Printed Information:
		NAME
		TITLE
NOTARY PUBLIC, State of Florida		
at Large		
		COMPANY
"OFFICIAL NOTARY SEAL" STAMP		

Page 108 20

#### CONFIRMATION OF DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the Town of Highland Beach or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

 Bidder's Signature

# PALM BEACH COUNTY INSPECTOR GENERAL

#### **ACKNOWLEDGMENT**

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

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

BIDDER NAME	 
Ву	 
Title:	 
Date:	

Page 110 22

# SCRUTINIZED VENDOR CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

This s	sworn sta	tement is submitted to the Town of Highland Beach, Florida
by	(nrin	t individual's name and title)
for _	(print	t individual's name and title)  t name of entity submitting sworn statement)
whose	e busines	s address is
and (i	f applical	ble) its Federal Employer Identification Number (FEIN) is:
		as no FEIN, include the Social Security Number of the Individual form statement:)
1.	I here	by certify that the above-named entity:
	A.	Does not participate in the boycott of Israel; and
	В.	Is not on the Scrutinized Companies that Boycott Israel List.
2.	If the entity	Contract for goods and services is for more than \$1,000,000, I hereby certify that the above-named :
	A.	Is not on the Scrutinized Companies with Activities in Sudan List; and
	В.	Is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List; and
	C.	Has not engaged in business operations in Cuba or Syria.
any a comp Statut that a Iran T	mount if any is or tes, or is e re on the	5, Florida Statutes, prohibits the Town from: (1) contracting with companies for goods or services in at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the a the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida ngaged in a boycott of Israel; and (2) contracting with companies, for goods or services over \$1,000,000 Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Sectors List created pursuant to Section 215.473, Florida Statutes or is engaged in business operations in.
above subje Town	e are true ct the cor for good	authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may npany to civil penalties, attorney's fees and/or costs. I further understand that any contract with the ds or services may be terminated at the option of the Town if the company has been found to have se certification.
		(Signature)
online produ	The formation of the fo	oregoing document was sworn and subscribed before me by means of physical presence or zation this day of, 2025 by, as of who is $\Box$ personally known to me or $\Box$ as identification.
		Notary Public My Commission Expires:

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

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

1. This sworn statement is submitted to the Town of Highland Beach (the "Town") by:
(Print individual's name and title)
For:
(Print name of entity submitting sworn statement)
Whose business address is:
And (if applicable) its Federal Employer Identification Number (FEIN) is:
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement
)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), FLORIDA STATUTES, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), FLORIDA STATUTES, means a finding of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), FLORIDA STATUTES, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
- 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), FLORIDA STATUTES, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or apples to bid on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public

entity. The term "person" includes those officers members, and agents who are active in managen	s, directors, executives, partners, shareholders, employees, nent of an entity.
6. Based on information and belief, the statement entity submitting this sworn statement (indicate	ent, which I have marked below, is true in relation to the which statement applies).
partners, shareholders, employees, members, or	a statement, nor any of its officers, directors, executives, agents who are active in the management of the entity, nor and convicted of a public entity crime subsequent to July
partners, shareholders, employees, members, or	nent, or one or more of its officers, directors, executives, agents who are active in the management of the entity or nd convicted of a public entity crime subsequent to July 1,
partners, shareholders, employees, members, or an affiliate of the entity has been charged with a 1989. However, there has been a subsequent pro Division of Administrative Hearings and the Fin	ent, or one (1) or more of its officers, directors, executives, agents who are active in the management of the entity, or and convicted of a public entity crime subsequent to July 1, occeeding before a Hearing Officer of the State of Florida, all Order entered by the Hearing Officer determined that it is submitting this sworn statement on the convicted Bidder
THE PUBLIC ENTITY IDENTIFIED IN PAR ONLY AND, THAT THIS FORM IS VALID TO IN WHICH IT IS FILED. I ALSO UNDERSTAND ENTITY PRIOR TO ENTERING INTO A COLUMN.	OF THIS FORM TO THE CONTRACTING OFFICE FOR AGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY HROUGH DECEMBER 31 OF THE CALENDAR YEAR ND THAT I AM REQUIRED TO INFORM THE PUBLIC NTRACT IN EXCESS OF THE THRESHOLD AMONT DA STATUTES, FOR CATEGORY TWO OF ANY NED IN THIS FORM.
	(Signature)
The foregoing document was sworn and subscription on the sworn and subscription of to me or produced	ibed before me by means of physical presence or, 2025 by, as who is \( \pi \) personally known as identification.
	Notary Public My Commission Expires:

## A D D E N D A

# TOWN OF HIGHLAND BEACH FLORIDA

BID TITLE: "BUILDING	B DEPARTMENT RENOV	VATION"	
BID NO.: 25-002			
DATE SUBMITTED:			
the Contract Form, to f	urnish all material, mean	oted, to contract with the To s of transportation, coordin ted by the Contract docume	nation, labor and services
Having studied the doc	uments prepared by: The	e Town of Highland Beach	
We propose to perform addenda which we		ccording to the Contract do	cuments and the following
ADDENDUM	DATE	ADDENDUM	DATE
	<del></del>		
	D ADDENDUM WAS RE	CEIVED IN CONNECTION	WITH THIS

REFERENCES FO	OR(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:

# "DRAFT" SUBJECT TO REVISIONS PRIOR TO SIGNING

#### I. CONTRACT FOR BUILDING DEPARTMENT RENOVATION

THI	S CONT	RAC	T ("Contrac	t") is n	nade th	is	day of			, 2025	, by	and betw	veen
the	Town	of	Highland	Beac	h, a	Florida	munic	cipal	corpo	ration	("	Town")	and
							oration,	with	its	princij	pal	address	at
				("Con	tractor'	").							

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

WHEREAS, the Town is in need of a contractor to provide BUILDING DEPARTMENT RENOVATION and the Town issued an Invitation to Bid No. 25-002 ("ITB") regarding the same; and

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

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

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

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

#### Article 1. CONTRACT.

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

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

#### **FXHIBIT A**

First Priority: Duly executed change orders

Second Priority: This contract

Third Priority: Town's Invitation to Bid (attached hereto as **Exhibit "A"**)

Fourth Priority: Contractor's Bid (attached hereto as **Exhibit "B"**)

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

1.3 Contract Price. The Contract Price shall be	DOLLARS AND
<b>CENTS</b> which shall be payable in accordance with Ar	ticle 3 of this Contract.

- 1.4 Contract Time. Contractor agrees to fully complete the scope of work as set out in the Town's Bid, attached hereto and incorporated herein as **Exhibit "A,"** within 90 days of receiving a written notice to proceed from the Contract Administrator. Failure to achieve timely, substantial and/or final completion for the Work shall be regarded as a breach of this Contract and subject to appropriate remedies including but not limited to liability for liquidated damages in accordance with Item 1.5 herein.
- 1.5 Liquidated Damages. The Town and Contractor recognize that time is of the essence of this Contract and that the Town will suffer financial loss if the services described in the Contract Documents not completed within the times specified in Article 1.4 above. The Town and Contractor recognize, agree, and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the Town would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services within the time specified. Accordingly, instead of requiring any such proof, the Town and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Town \$250.00 for each day that expires after the time specified in paragraph 1.4. Liquidated Damage shall not be the Town's sole or exclusive remedy under the Contract Documents; there shall be no limitation on the amount of the Liquidated Damages that may be assessed; and, there shall be no bonus paid to the Contractor for early completion of the services

#### Article 2. SCOPE OF WORK.

The work covered by these specifications comprises, in general, the furnishing of all labor, equipment, materials, and performing all operations for Town BUILDING DEPARTMENT RENOVATION, including the following:

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

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

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

All interior office walls must be insulated for sound attenuation.

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

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

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

#### Article 3. PAYMENT PROCEDURES

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

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

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

3.2 In accordance with Section 255.077, Florida Statutes, upon substantial completion, the Contractor shall notify the Town the work is substantially complete and request an inspection. Within five (5) business days thereafter, the Contractor and Town shall make an inspection of the work and begin the development of a draft punch list of items that must be completed by the Contractor prior to the Contractor submitting its final payment request ("Punch List Walkthrough"). The Town shall submit the punch list to the Contractor within fifteen (15) days of the Punch List Walkthrough and the Contractor shall have ten (10) days to agree to the same. If the Contractor wishes to revise the punch list, it must send the revised punch list to the Town no later than thirty (25) days after reaching substantial completion. Thereafter the parties shall

agree on the final punch list no later than thirty (30) days after reaching substantial completion. The punch list shall include every remaining item required to render complete, satisfactory, and acceptable services to the Town and the estimated cost to complete each remaining item. The final agreed upon punch list shall be sent to the Contractor five (5) days after the punch list is finalized. In no event may the Contractor request payment of final retainage until the Contractor has completed all items on the punch list. All items that require correction under the Contract which are identified after the preparation and delivery of the punch list remain the obligation of the Contractor. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to the Contract.

- 3.3 Upon final completion and acceptance of the work in accordance with the ITB and the Contract (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the project (if other than the Town), the Contractor shall submit a "final invoice" to the Town. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all work has been properly completed and all charges have been invoiced to the Town. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the Town shall pay the remainder including any amount held as retainage.
- 3.4 Notwithstanding the foregoing, the Town shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the Town.
- 3.5 Final payment shall not become due until the Contractor and all of its subcontractors, who timely filed notices to owner, submit to the Town releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the project.
- 3.6 Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.
- 3.7 The Town is exempt from payment of Florida State Sales and Use Tax. Contractor shall <u>not</u> be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the Town, nor is Contractor authorized to use the Town's Tax Exemption Number in securing such materials.

#### Article 4. SUBCONTRACTORS

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

#### Article 5. CONTRACTOR'S REPRESENTATIONS

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

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

#### Article 6. INDEMNITY.

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

#### Article 7. TERMINATION.

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

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

Contractor and its sureties shall be liable for any damage to the Town, including additional attorney fees, resulting from the Contractor's termination under this provision by the Town, including but not limited to, and any increased costs incurred by the Town in completing the work.

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

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

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

#### Article 8. INSURANCE.

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

<b>Type</b>	of	Coverage

**Amount of Coverage** 

Professional liability/

 $\overline{\$1,000,000}$  per occurrence

**Errors and Omissions** 

\$3, 000,000 annual aggregate

Commercial general liability

\$1,000,000 per occurrence

#### **FXHIBIT A**

(Products/completed operations

Contractual, insurance broad form property,

Independent Auditor, personal injury) \$2,000,000 annual aggregate

Excess liability \$1,000,000

Automobile (owned, non-owned, & hired) \$ 1,000,000 per occurrence

Worker's Compensation \$ statutory limits

Including employer's liability insurance \$ 100,000 per occurrence

\$ 500,000 annual aggregate

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

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

#### Article 9. PUBLIC RECORDS.

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-278-4548, <a href="mailto:lgaskins@highlandbeach.us">lgaskins@highlandbeach.us</a>, 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 fo	llows:
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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 bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a consultant, supplier or sub-consultant/sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statues, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Contractor will advise the Town immediately if it becomes aware of any violation of this statute.
- 10.18 Force Majeure: Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.
- 10.19 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, Contractor acknowledges that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. Contractor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

10.20 Scrutinized Companies: Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate this Contract at its sole option Contractor or any of its subcontractors are found to have submitted a false certification; or if Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.

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

- 10.21 Protection of Property: Contractor shall at all times guard against damage or loss to the property of the Town or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The Town may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of Contractor or its agents. Contractor shall be responsible to safeguard all of their property such as tools and equipment while on site. The Town will not be held responsible for any loss of Contractor property due to theft or vandalism.
- 10.22 Defects: Contractor warrants that all goods and services provided under this Contract will be free of defects in materials and workmanship for a period of one (1) year following completion of all services unless a longer manufacturer warranty applies. The undersigned, upon notice of such defect, shall make the foregoing repairs as soon as reasonably possible or, if such repairs have already been made by the Town, the undersigned, upon receipt of evidence of the costs reasonably incurred by the Town in the making of such repairs, shall forthwith refund same to the Town. Anything herein to the contrary notwithstanding, the Town shall have the sole obligation to perform all maintenance required. Accordingly, the undersigned shall have no liability hereunder in the event that the repairs result from the failure of the Town to properly maintain same or misuse or abuse (except, however, nothing contained herein shall be construed to release the undersigned from liability for damage or defect caused by acts of the undersigned or its employees or agents in connection with the completion by the undersigned of the project).
- 10.23 Audit: Contractor shall permit the Town, or any authorized representatives of the Town, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the Contractor's performance under this Contract including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for

- work performed and detailed documentation for all such work performed or to be performed under this Contract.
- 10.24 Human Trafficking: Contractor, by signing this Contract as set forth below, attests that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes.
- 10.25 E-Verify: Pursuant to Section 448.095(5), Florida Statutes, Contractor shall:
  - a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
  - b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Contract) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien";
  - c. Maintain copies of all subcontractor affidavits for the duration of this Contract and provide the same to Town upon request;
  - d. Comply fully, and ensure all of its subcontractors comply fully, with Sections 448.09(1) and 448.095, Florida Statutes;
  - e. Be aware that a violation of Section 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Contract; and
  - f. Be aware that if Town terminates this Contract under Section 448.095(5)(e), Florida Statutes, Contractor may not be awarded a contract for at least one (1) year after the date on which this Contract is terminated and will be liable for any additional costs incurred by Town as a result of termination of this Contract.

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

	TOWN OF HIGHLAND BEACH, FLORIDA
	By:
ATTEST:	Approved as to form and legal sufficiency:
Lanelda Gaskins, Town Clerk	Leonard G. Rubin, Town Attorney
	CONTRACTOR
	By:
[Corporate Seal]	Print Name: Title:
STATE OF FLORIDA ) COUNTY OF PALM BEACH)	
personally known to me or who has property as identification, and who did take a Florida Statutes, are true and correct,	wledged before me this day of, 2025, to physically present, as (title), authorized to do business in the State of Florida, and who reduced the following an oath that the facts stated with regard to section 787.0 and that he or she is duly authorized to execute the foregoin (Contractor), to the same.
	Notary Public
	Print Name:  My commission expires:

# EXHIBIT "A"

Town's Bid

# EXHIBIT "B"

Contractor's Bid

#### **INVITATION TO BID**

#### **FOR**

## BUILDING DEPARTMENT RENOVATION BID No.: 25-002

## **BID PROPOSAL**

Date:	6/18/25	

To All Bidders:

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

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

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
1	BUILDING DEPARTMENT RENOVATION	Lump Sum	\$ 96,300.00

Contractors Services Unlimited, Inc. d.b.a CSU Florida

COMPANY NAME

Tan Harbajan PRINTED NAME

ORIZED SIGNATURE

(<u>305</u>) 213-7778 President

TELEPHONE NUMBER TITLE
CSU@CSUFLORIDA.COM

E-MAIL ADDRESS

# BIDDER ACKNOWLEDGEMENT

Submit Bids to:	Clerk's Office 3614 South Ocean Blvd. Highland Beach, FL 33487 Telephone: (561) 278-4548			
Bid Title:	"BUILDING	DEPARTMENT RENOV	/ATION"	
Bid Number:	25-002			
Bid Due:	6/18/25, 2025	, NO LATER THAN 2:	00 P.M. (LOCAL TIME)	
All awards made as codes of the Town.	a result of this	bid shall conform to a	applicable sections of the charter and	
Name of Bidder:		Contractors Service	es Unlimited, Inc. d.b.a CSU Florida	
Federal I.D. Number	:81	-1059464		
A Corporation of the	State of:	Florid	a	
Area Code:	305	Telephone Number:	213-7778	
Area Code:		FAX Number:		
Mailing Address:		9595 Fontainebleau I	Blvd. Ste 101-C	
City/State/Zip:		Miami, FL 33172		
Vendor Mailing Date: 6/18/25 In Person				
E-Mail Address: csu@csuflorida.com				
			Authorized Signature	

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
County of Palm Reach  AN HARBASANOF (SU Florida  (Title) (Name of Corporation or Firm)  the bidder that has submitted the attached bid:
<ol> <li>He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;</li> </ol>
3) Said bid is genuine and is not a collusive or sham bid;
4) Further, the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Highland Beach or any person interested in the proposed Contract; and
5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.  ANATEA SCHWARTZ  Commission # HH 642910 Expires February 19, 2029
Subscribed and sworn to before me by means of physical presence or online notarization  This 17th day of 20 25  My commission expires 2/19/29

## **ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA )	
COUNTY OF PALM BEACH )	
I, the undersigned hereby duly sworn, depose and s be paid to any employees of the Town of Highland I gift, directly or indirectly by me or any member of my	Beach as a commission, kickhack, reward of
В	y: Ian tamayar Jahl NAME-SIGNATURE
Sworn and subscribed before me by means of this day of	physical presence or online notarization
	Printed Information:
	IAN HARRAJAN NAME
	PRESIDENT
	TITLE
NOTARY PUBLIC, State of Florida	CSU FLORIDA.
at Large	
ANATEA SCHWARTZ  Commission # HH 642910 ; Expires February 19, 2029	COMPANY
"OFFICIAL NOTARY SEAL" STAMP	

#### CONFIRMATION OF DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the Town of Highland Beach or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

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# PALM BEACH COUNTY INSPECTOR GENERAL

# **ACKNOWLEDGMENT**

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

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

Contractors Services Unlimited,Inc.
BIDDER NAME
By
Title: President
Date
Date: <u>6/18/25</u>

# SCRUTINIZED VENDOR CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

11113 3	worn state	ement is submitted to the 10wn of Highland Beach, Florida
by		arbajan, President
for	(print	individual's name and title) Contractors Services Unlimited, Inc.
	(print	name of entity submitting sworn statement)
whose		address is 9595 Fontainebleau Blvd. , Ste 101-C
		ni, FL 33172
and (if	applicab	le) its Federal Employer Identification Number (FEIN) is: 81-1059464
(If the signing	entity has this swo	s no FEIN, include the Social Security Number of the Individual rn statement:
1.	I hereb	y 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 Centity:	Contract for goods and services is for more than \$1,000,000, I hereby certify that the above-named
	A.	Is not on the Scrutinized Companies with Activities in Sudan List; and
	B.	Is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List; and
	C.	Has not engaged in business operations in Cuba or Syria.
compan Statutes that are Iran Ter	y is on the on the on the So	Florida Statutes, prohibits the Town from: (1) contracting with companies for goods or services in the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the he Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida aged in a boycott of Israel; and (2) contracting with companies, for goods or services over \$1,000,000 crutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in actors List created pursuant to Section 215.473, Florida Statutes or is engaged in business operations
subject t Town fo	he comp	thorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may any to civil penalties, attorney's fees and/or costs. I further understand that any contract with the or services may be terminated at the option of the Town if the company has been found to have certification.  (Signature)
oroduced	S DE	as identification.  Notary Public  My Commission Expires:
E OF FLUR	Expires	February 19, 2029

# 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:
Ian Harbajan, President
(Print individual's name and title)
· · · · · · · · · · · · · · · · · · ·
For: Contractors Services Unlimited, Inc. dba CSU Florida
(Print name of entity submitting sworn statement)
Whose business address is: 9595 Fontainebleau Blvd. , Ste 101-C, Miami, FL 33172
And (if applicable) its Federal Employer Identification Number (FEIN) is:81-1059464
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement
)

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), FLORIDA STATUTES, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), FLORIDA STATUTES, means a finding of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), FLORIDA STATUTES, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
- 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), FLORIDA STATUTES, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or apples to bid on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public

entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity. 6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement (indicate which statement applies). Neither the entity submitting this sworn statement, nor any of its officers, directors, executives. partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. X The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Bidder list. (Attach a copy of the final order) I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMONT PROVIDED IN SECTION 287.017, FLORIDA STATISTICS, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

The foregoing document was sworn and subscribed before me by means of physical presence or online notarization this day of 2025 by AN HACANAN, as who is personally known to me or produced as identification.

Notary Public
My Commission Expires:

Notary Public
My Commission Expires:

ANATEA SCHWARTZ

Conumission # HH 642910

Expires February 19, 2029

# ADDENDA

# TOWN OF HIGHLAND BEACH FLORIDA

BID TITLE: "BUILDING DEPARTMENT RENOVATION"			
BID NO.: 25-002		3	
DATE SUBMITTED:	6/18/2025		
and Contract Form, to	Turristi ali material m	cepted, to contract with the T eans of transportation, coord cified by the Contract docume	ination labor and
Having studied the do	cuments prepared by:	The Town of Highland Beach	1
We propose to perform addenda which we	n the work of this Project e have received:	ct according to the Contract do	ocuments and the following
ADDENDUM	DATE	ADDENDUM	DATE
☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS			

# Town of Highland Beach

3614 South Ocean Boulevard • Highland Beach, Florida 33487

#### ADDENDUM No. 1

DATE:

June 10th, 2025

BID No.

25-002 - Building Department Renovation

This addendum to the drawings, specifications, and/or contract documents is issued to provide additional information and clarification to the original Bid specifications and Bid form and is hereby declared a part of the original drawings, specifications and/or contract documents. In case of a conflict, this Addendum No. 1 shall govern.

#### Clarification

Errors and Ommissions Insurance will NOT be required for this Bid.

# **ACKNOWLEDGEMENT OF ADDENDUM No. 1**

BID NO. 25-002 - Building Department Renovation

RESPONDENT MUST SIGN, DATE, AND INCLUDE THIS ACKNOWLEDGEMENT OF ADDENDUM NO. 1 WITH BID PACKAGE IN ORDER FOR SUBMITTAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

CONTRACTORS SERVICES UNC. 417-11 INC. 6
NAME OF COMPANY
DATE

### REFERENCES FOR Contractors Services Unlimited, Inc. d.b.a. CSU Florida (NAME OF FIRM) Company Name: Miami Dade County - MIA Airport Miami International Airport - Car Rental Center Years/Description of Services: completed - 1/25- 2/25 \*CSU Ficrida has completed different contracts at the MTA airport ranging from \$120K to \$4.1M the referenced job below is the more relevant to the requirement for this particular bid. Security Doors Demolition, disconnection, modification of alarms, Installation of new fire-rated double steel doors w/mag locks, etc. threshholdthresholds, matching paint, framing, and finishes including meeting all fire & security requirements. Contact Name: Carl Ramdin Fax: E-Mail: 305-497-2751 carl.ramdin@cbre.com Company Name: Commercial Water & Energy Co. 10400 Griffin Rd. Cooper City Years/Description of Services: All common space HVAC repairs, room separations, upgrades, structural, demolition for individual spaces and common areas. Units work included: demo, plumbing, kitchens, flooring, electric repositioning, improvements, tile, cement and all related. Projects are ongoing, last one completed April 2025 Contact Name: Annette Fax: E-Mail: 305-436-6050 anette@cwe-net.com Company Name: RGR @silent Yaks - Hollywood & Miramar Plaza Restoration

Address:

Phone:

Address:

Phone:

Address:

Years/Description of Services:

Contact Name: Hilit Bar Phone: Fax: E-Mail: 561-710-1444 Hilit@silentyaks.com

6303 Miramar Parkway to 2823 SW 64th Ave., 6320 Miramar Pkwy; Miramar & 1931-45 Pembroke Rd Hollywood,FL

2022-2024

guardrails, facade upgrade and renovation of build to suit + structural upgrade in bldg. B.

Repair & restoration of commercial plaza including interior ADA upgrades, exterior

Letters of recommendation a final work. Completion available from Minn Dale. County work upon request.

# **BUILDING DEPARTMENT RENOVATION**

BID DUE DATE: 6/18/25 BID NO. 25-002 "Offers from the vendors listed herein are the only offers received timely as of the above receiving date and time.

All other offers submitted in response to this solicitation,

if any, are	hereby	rejected	as late"
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VENDORS	Business Name: CSU Florida	Business Name: RDP Construction
	Address: 9595 Fontainebleau Blvd. Ste. 101-C	Address: 880 Jupiter Park Dr. Unit
	Miami, FL 33172 Contact Info: Ian Harbajan 305-213-7778   csu@csuflorida.com	Jupiter, FL 33458 Contact Info: Ralph Della-Pietra 561-745-8555   ralph@rdpconst.com
TOTAL BID PRICE	\$96,300.00	\$101,900.00
ORIGINAL, ONE (1) COPY, AND ONE (1) ELECTRONIC COPY	X	X
BIDDER'S ACKNOWLEDGEMENT	X	X
NON-COLLUSION AFFIDAVIT	X	X
ANTI-KICKBACK AFFIDAVIT	X	X
CONFIRMATION OF A DRUG FREE WORKPLACE	X	X
ACKNOWLEDGEMENT OF PBC INSPECTOR GENERAL	X	X
SCRUTINIZED COMPANIES CERTIFICATION FORM	X	X
PUBLIC ENTITY CRIMES SWORN STATEMENT	X	X
ADDENDA ACKNOWLEDGEMENT	X	X

REFERENCES	X	X
COMMENTS:		

Opened by: Skender Coma 6/18/25 Tabulated by: Skender Coma 6/23/25

Business Name: SMG Contractors
Address: 1615 S Congress Ave.
Ste. 103
Delray Beach, FL 33445
Contact Info: Samuel Joseph 561-444-5807
info@smgcontractors.com
\$129,232.00
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