



TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING AGENDA

Tuesday, May 12, 2026 AT 1:30 PM

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

Town Commission

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

Mayor
Vice Mayor
Commissioner
Commissioner
Commissioner

Marshall Labadie
Lanelda Gaskins
Leonard G. Rubin

Town Manager
Town Clerk
Town Attorney

-
1. **CALL TO ORDER**
 2. **ROLL CALL**
 3. **PLEDGE OF ALLEGIANCE**
 4. **INVOCATION**
 5. **APPROVAL OF THE AGENDA**
 6. **PRESENTATIONS / PROCLAMATIONS**

A. Palm Beach County Commission on Ethics Presentation by Rhonda Giger, General Counsel

B. National Safe Boating Week Proclamation

C. Resolution No. 2026-006

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 Financial Advisory Board; and providing for an effective date.

Applicant: Mase Tamse

- [D.](#) Building Safety Month Proclamation
- [E.](#) National Emergency Medical Services Week Proclamation
- [F.](#) National Police Week Proclamation
- [G.](#) Memorial Day Proclamation

7. **PUBLIC COMMENTS**

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

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

None.

9. **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.](#) Approval of Meeting Minutes

March 03, 2026 Town Commission Meeting Minutes

April 07, 2026 Town Commission Meeting Minutes

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

11. **NEW BUSINESS** (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)

- [A.](#) Discussion of Chapter 6, Article IV: Seawall and Oceanfront Development and Coastal Construction Control Line (CCCL) Standards.

- B. Discussion of potential Automated External Defibrillator (AED) regulations within multiple family developments.

- [C.](#) Approve the award of the bid and authorize the Mayor to execute a contract with CMM Roofing, Inc. for roof replacement in the amount of \$626,000.00, in accordance with Invitation to Bid No. 26-001: Library Roof Replacement. (*This item aligns with the FY 2026 Strategic Priorities Plan/Capital Improvement Plan #27-002.*)

1. Resolution No. 2026-007

A Resolution of the Town Commission of the Town of Highland Beach, Florida, amending Resolution No. 2025-023, which appropriate funds for the 2025-2026 fiscal year budget; providing for an amendment of the General Fund (Fund 001) to complete the Library Roof Replacement Project as identified in the approved Capital Improvement Plan; providing for findings; and providing for an effective date.

D. Updated Five Year Financial Forecast

E. Consideration to approve and authorize the Town Manager to purchase two 2026 Ford Explorers in an amount not to exceed \$86,319.50 for the Fire-Rescue Department.

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 term | One (1) vacancy for a three-year term |
| Financial Advisory Board | One (1) vacancy for a three-year term ending April 2027 |
| Natural Resources Preservation Advisory Board | One (1) Vacancy for an unexpired term ending April 2027 |

Meetings and Events

| | | |
|--------------|-----------|--|
| May 12, 2026 | 1:00 P.M. | Special Magistrate Hearing (Canceled) |
| May 14, 2026 | 9:30 A.M. | Planning Board Regular Meeting |

May 25, 2026 Town Hall closed in observance of Memorial Day

June 06, 2026 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:

B. National Safe Boating Week Proclamation

The Town of Highland Beach, Florida

Proclamation

RECOGNIZING NATIONAL SAFE BOATING WEEK

For over 100 million Americans, boating continues to be a popular recreational activity. From coast to coast, and everywhere in between, people are taking to the water and enjoying time together boating, sailing, paddling, and fishing. During National Safe Boating Week, the U.S. Coast Guard and the National Safe Boating Council, along with federal, state, and local safe boating partners, encourage all boaters to explore and enjoy America's beautiful waters responsibly.

Safe boating begins with preparation. The Coast Guard estimates that human error accounts for most boating accidents and that life jackets could prevent nearly 75 percent of boating fatalities. Through basic boating safety procedures – carrying lifesaving emergency distress and communications equipment, wearing life jackets, attending safe boating courses, participating in free boat safety checks, and staying sober when navigating – we can help ensure boaters on America's coastal, inland, and offshore waters stay safe throughout the season.

National Safe Boating Week is observed to bring attention to important life-saving tips for recreational boaters so that they can have a safer, more fun experience out on the water throughout the year.

WHEREAS, on average, 650 people die each year in boating-related accidents in the U.S.; 75 percent of these are fatalities caused by drowning; and

WHEREAS, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment or environmental factors; and

WHEREAS, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets.

NOW, THEREFORE, I, NATASHA MOORE, MAYOR of the Town of Highland Beach, Florida, on behalf of Town Commission, do hereby support the goals of the Safe Boating Campaign and proclaim May 16 through 22, 2026 as

National Safe Boating Week

and the start of the year-round effort to promote safe boating.

I encourage all citizens of the Town of Highland Beach who boat to practice safe boating habits and wear a life jacket at all times while boating.

IN WITNESS WHEREFORE, I have hereunto set my hand and caused the official seal of the Town of Highland Beach, Florida to be affixed this 12th day of May 2026.

NATASHA MOORE
MAYOR



File Attachments for Item:

C. Resolution No. 2026-006

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 Financial Advisory Board; and providing for an effective date.

Applicant: Mase Tamse



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Commission Meeting
MEETING DATE May 12, 2026
SUBMITTED BY: Jaclyn DeHart, Deputy Town Clerk
THROUGH Lanelda Gaskins, Town Clerk
SUBJECT: Resolution No. 2026-006

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 Financial Advisory Board; and providing for an effective date.

SUMMARY:

Consideration of Resolution No. 2026-006 ratifying the selection, appointments, and term of office of a member of the Financial Advisory Board; and providing for an effective date.

On March 04, 2026, one (1) Board Member resigned which created one (1) vacancy.

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

Mase Tamse (Casuarina)

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:

Mase Tamse Application and vetting form
Resolution No. 2026-006

RECOMMENDATION:

With the Commission's consideration, Staff recommends the adoption of Resolution No. 2026-006 for the applicant to serve a term as outlined in the resolution.



RESOLUTION NO. 2026-006

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 FINANCIAL ADVISORY BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 2, Article V, Division 4, Sec. 2-155 of the Town's Code of Ordinances establishes the Financial Advisory Board and governs the membership, qualification, function, and rules of the Financial Advisory Board; and

WHEREAS, these provisions of the Code establish the selection, appointment, and terms of office of members of the Financial Advisory Board; and

WHEREAS, on March 04, 2026, one (1) Board Member resigned, 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 Financial Advisory Board interviewed the applicants 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 Financial Advisory Board have submitted a board application 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 Financial Advisory Board for an unexpired term ending April 30, 2027, as follows:

Board Member Mase Tamse

Section 3. This Resolution shall become effective upon adoption.

DONE AND ADOPTED by the Town Commission of the Town of Highland Beach, Florida, this **12th** day of **May 2026.**

ATTEST:

Natasha Moore, Mayor

**REVIEWED FOR LEGAL
SUFFICIENCY**

Lanelda Gaskins, MMC
Town Clerk

Leonard G. 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



MEMORANDUM

TO: Lanelda Gaskins, MMC, Town Clerk

FROM: *RICHARD GREENWALD*

DATE: *April 15, 2026*

SUBJECT: Initial Vetting of Applicant:



On *April 15* (date), I met with *MACE TAMSE* (applicant's name) to discuss his/her community involvement, education, professional experiences and the positive impact he/she could bring to this Board for the betterment of the Highland Beach community.

Detail Explanation:

Mr. Tamse is a long term, full time resident of Highland Beach. His professional background fits with the mission of the F.A.B. He has been involved in multiple not for profit Boards I look forward to working with Mace on the F.A.B.

Based upon my review of the Resume', the Board Application and the Interview today, my recommendation is as follows:

For the Appointment of this Applicant

Against the Appointment of this Applicant

Richard Greenwald

Signature of Board Chairperson



Town of Highland Beach
 Town Clerk's Office
 3614 S. Ocean Boulevard
 Highland Beach, Florida 33487

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



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.*

PLEASE NOTE: Florida Public Records Law is very broad. Documents relevant to town business is public records and is subject to public disclosure upon request. Your information provided within this application may therefore be subject to public disclosure.

NAME: Mace B. Tamse JD. CFP PHONE: 561-543-2162

HOME ADDRESS: 3450 South Ocean Blvd. APT. NO. LPH5

SUBDIVISION: Casurina EMAIL ADDRESS: Mace.Tamse@GMail.com

PLEASE SELECT THE BOARD(S) / COMMITTEE(S) ON WHICH YOU ARE INTERESTED IN SERVING IN NUMERICAL ORDER FROM 1 THROUGH 7, WITH 1 BEING YOUR FIRST CHOICE AND 7 THE LEAST CHOICE. (A description of the responsibilities of each Board is on the back of this application.)

- Board of Adjustment & Appeals
- Code Enforcement Board
- 1 Financial Advisory Board
- 2 Natural Resources Preservation Board
- Planning Board
- Town Commission ***** (If vacancy)**
- Other Board /Committee

PLEASE MARK YES OR NO FOR EACH OF THE FOLLOWING QUESTIONS:

- Are you a resident of Highland Beach? Yes No
- Are you a registered voter in Highland Beach/Palm Beach County, FL? Yes No
- Are you currently serving on a Town Board? Yes No
- Have you ever served on a Town Board/Committee? Yes No

If Yes, please indicate the Board(s)/Committee(s) and dates of service:

Are you willing to attend monthly board meetings? In Person / Teleconference Yes No

Per Town Code of Ordinance, I understand any member absence from three (3) consecutive meetings will be considered as resignation 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?

- 1) I have a Doctorate of Law
- 2) I am a Certified Financial Planner
- 3) I am recently Retired 3/17/26 being a Investment Advisors For over 42 years
- 4) I have served on numerous non profit boards

Please summarize your volunteer experience(s):

- 1) Greyhound Pets of America (President, Vice President) of Palm Beach
- 2) Florence Fuller Children Development Center (Thanksgiving, Xmas) chairman
- 3) On Board of Directors of Casuarina (President, Vice Pres, Secretary 8 years)
- 4) On The Foundation Committee For Boca Regional / Baptist Hospital

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 of my knowledge.



Signature of Applicant

4/7/26

Date

Resume Attached Upon Request

File Attachments for Item:

D. Building Safety Month Proclamation

The Town of Highland Beach, Florida

Proclamation

BUILDING SAFETY MONTH – MAY 2026

- WHEREAS,** the Town of Highland Beach is committed to recognizing that our growth and strength depend on the safety and essential role our homes, buildings, and infrastructure play, both in everyday life and when disasters strike; and;
- WHEREAS,** our confidence in the resilience of our buildings that make up our community is achieved through the devotion of vigilant guardians – building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers, and others in the construction industry—who work year-round to ensure the safe construction of buildings; and;
- WHEREAS,** these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal, and federal officials who are experts in the build environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work and play; and;
- WHEREAS,** these modern building codes and standards include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods, and earthquakes; and;
- WHEREAS,** Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities’ largely unknown protectors of public safety – our local code officials – who assure us of safe, sustainable, and affordable buildings that are essential to our prosperity; and;
- WHEREAS,** “Built to Last,” the theme for Building Safety Month 2026, encourages us all to get involved and raise awareness about building safety on a personal, local, and global scale, and;
- WHEREAS,** each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, federal building safety and fire prevention departments, in protecting lives and property.

NOW, THEREFORE, I, NATASHA MOORE, MAYOR of the Town of Highland Beach, Florida, on behalf of the Town Commission, do hereby proclaim the month of May 2026 as

Building Safety Month

IN WITNESS WHEREFORE, I have hereunto set my hand and caused the official seal of the Town of Highland Beach, Florida to be affixed this 12th day of May 2026.

NATASHA MOORE
MAYOR



File Attachments for Item:

E. National Emergency Medical Services Week Proclamation

The Town of Highland Beach, Florida

Proclamation

DECLARING THE WEEK OF MAY 17- 23, 2026 AS NATIONAL EMERGENCY MEDICAL SERVICES WEEK

- WHEREAS,** the providers of emergency medical services devote their lives to saving others, and;
- WHEREAS,** the providers of emergency medical services include medical directors, physicians, nurses, emergency medical technicians, paramedics, educators and administrators, and;
- WHEREAS,** the citizens and visitors of Highland Beach rely on the knowledge, skill, and dedication of these professionals in times of emergencies, and;
- WHEREAS,** education, prevention and advances in emergency medical care increase the number of lives saved each year, and;
- WHEREAS,** residents value and support the establishment of exemplary emergency medical services in Highland Beach, and;
- WHEREAS,** the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

NOW, THEREFORE, I, NATASHA MOORE, MAYOR of the Town of Highland Beach, Florida, on behalf of the Town Commission, do hereby recognize the week of May 17 - 23, 2026 as

National Emergency Medical Services Week

We encourage the Highland Beach residents to honor the emergency medical services providers and recognize the vital services they provide to our community.

IN WITNESS WHEREFORE, I have hereunto set my hand and caused the official seal of the Town of Highland Beach, Florida to be affixed this 12th day of May 2026.

NATASHA MOORE
MAYOR



File Attachments for Item:

F. National Police Week Proclamation

The Town of Highland Beach, Florida

Proclamation

**NATIONAL POLICE WEEK
MAY 11-17, 2026**

- WHEREAS,** the Town Commission and Administration stand firmly committed to supporting law enforcement officers, and;
- WHEREAS,** in 1962, President John F. Kennedy proclaimed May 15 as National Peace Officers Memorial Day, and the calendar week in which May 15 falls, as National Police Week.
- WHEREAS,** there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated member of the **Highland Beach Police Department**, and;
- WHEREAS,** Since the first recorded death in 1786, more than 24,000 officers in the United States have made the ultimate sacrifice and been killed in the line of duty and are permanently engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C., and;
- WHEREAS,** it is important that we recognize the duties, responsibilities, hazards, and sacrifices undertaken by our brave men and women in law enforcement, whose unwavering commitment ensures our residents, visitors, staff, and community may thrive in peace.

NOW, THEREFORE, I NATASHA MOORE MAYOR AND THE TOWN COMMISSION do hereby proclaim May 11-17, 2026, as

National Police Week

We urge all residents to join in honoring those who serve and protect our community with valor and commitment.

IN WITNESS WHEREFORE, I have hereunto set my hand and caused the official seal of the Town of Highland Beach, Florida to be affixed this 12th day of May 2026.

NATASHA MOORE
MAYOR



File Attachments for Item:

G. Memorial Day Proclamation

The Town of Highland Beach, Florida

Proclamation

158th ANNIVERSARY OF MEMORIAL DAY

- WHEREAS,** the last Monday in May is set aside each year to honor our service men and women who answered the call of duty and made the ultimate sacrifice in defense of our great Nation; and
- WHEREAS,** In May 1868, Major General John A. Logan called for a nationwide day of remembrance to pay tribute to those who gave their lives serving our country, which would officially be designated Memorial Day by Congress; and
- WHEREAS,** Monday, May 25, 2026, will mark the 158th Anniversary of Memorial Day; and
- WHEREAS,** our soldiers, sailors, airmen, marines, coast guardsmen, and merchant mariners, many of whom paid the ultimate sacrifice to ensure our country remains the land of the free, have made our state and Nation immensely proud; and
- WHEREAS,** the State of Florida is recognized as one of the most military and veteran friendly states, with more than 1.4 million veterans living in Florida, making it the second largest in the nation; and
- WHEREAS,** Memorial Day is an opportunity to honor and remember the men and women of the Armed Forces who gave the ultimate sacrifice in defending our freedoms; we also should express our gratitude and sympathy to our Gold Star Families; we must remember all those who have died for our great Nation and honor those who continue to serve our Nation every day.
- WHEREAS,** We recognize and honor all those with the phrase “All Gave Some, Some Gave All.”
- WHEREAS,** The National Monument of Remembrance Act passed in 2000 requests that all Americans to pause wherever what they are at 3:00 pm local time on Memorial Day for a minute of silence to remember and honor those who died while in service.

NOW, THEREFORE, I, NATASHA MOORE, MAYOR of the Town of Highland Beach, Florida, on behalf of Town Commission, do hereby proclaim May 25, 2026 as

Memorial Day

in the Town of Highland Beach in recognition of all those who have made the ultimate sacrifice in service to our Nation.

IN WITNESS WHEREFORE, I have hereunto set my hand and caused the official seal of the Town of Highland Beach, Florida to be affixed this 12th day of May 2026.

NATASHA MOORE
MAYOR



File Attachments for Item:

A. Approval of Meeting Minutes

March 03, 2026 Town Commission Meeting Minutes

April 07, 2026 Town Commission Meeting Minutes

DRAFT



TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING MINUTES

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

Date: March 03, 2026
Time: 1:30 PM

1. CALL TO ORDER

Mayor Moore called the meeting to order at 1:30 P.M.

2. ROLL CALL

Commissioner Jason Chudnofsky
Commissioner Judith Goldberg
Commissioner Donald Peters
Vice Mayor David Stern
Mayor Natasha Moore
Town Manager Marshall Labadie
Town Attorney Leonard Rubin
Town Clerk Lanelda Gaskins

3. PLEDGE OF ALLEGIANCE

The Town Commission led the Pledge of Allegiance to the United States of America.

4. INVOCATION

Reverend D. Brian Horgan, of Saint Lucy Catholic Church delivered the invocation.

5. APPROVAL OF THE AGENDA

MOTION: Goldberg/Stern - A motion was made and seconded to approve the agenda as presented, and it passed unanimously, 5 to 0.

6. PRESENTATIONS / PROCLAMATIONS

A. Government Finance Professionals' Week Proclamation

Mayor Moore presented the proclamation recognizing March 16th through March 20th as Government Finance Professionals Week. Assistant Finance Director Suzie Matthews accepted the proclamation on behalf of the department. Additionally, Town Manager Labadie announced that the Town had received the GFOA Certificate of Achievement for Excellence in Financial Reporting, crediting Suzie Matthews, and the finance department for maintaining this standard of excellence.

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

Fire Chief Glenn Joseph introduced Captain Michael Benoit as the newest member of the leadership team. He highlighted Captain Benoit's qualifications, including his completion of a master's degree in business, acceptance into the executive fire officer program at the National Fire Academy, and acceptance into graduate school for homeland security studies. Captain Benoit expressed his honor at the appointment and commitment to serving the department and Town.

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

None.

9. 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. Approval of Meeting Minutes

February 03, 2026 Town Commission Meeting Minutes

B. Approve and authorize the purchase of the Holmatro Hydraulic Rescue Tool System from NAFECO in an amount not to exceed \$60,000.00 in accordance with Lake County Contract #22-7301.

MOTION: Goldberg/Stern - A motion was made and seconded to approve the Consent Agenda, and it passed unanimously, 5 to 0.

10. UNFINISHED BUSINESS (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)

A. Florida Department of Transportation (FDOT) RRR Project Update

Town Manager Labadie explained that the Florida Department of Transportation has extended the project by an additional 3–4 weeks, which prevents the Town from commencing the sanitary sewer lining project until the FDOT contractor finishes its work. As a result, the Town must wait approximately one more month before the sanitary sewer lining project can begin. Town Manager Labadie indicated that he would contact state agencies in an effort to expedite the process, though he acknowledged that there is limited recourse due to the contractor's delays.

B. Building Department Recertification Program Update

Katerina Jaddaoui, Administrative Assistant/Permit Technician, provided an update on the Building Recertification Program. Overall, the program continues to maintain

a steady and positive trajectory.

C. Discussion on increasing the maximum square footage requirements, etc. for permanent signs.

Mayor Moore read the title of this item.

Town Planner Ingrid Allen provided extensive background on the sign ordinance discussion, which originated from a November 2025 public comment by Villa Magna condominium requesting larger replacement signs. The Planning Board reviewed various considerations including appropriate sign standards, size relationships to building scale, color and illumination requirements, safety considerations, and appeals processes.

The Planning Board recommended increasing sign sizes using Boca Raton's code as reference, allowing variance procedures for dimensional requirements, and implementing universal rules across all condominiums with criteria that signs fit the overall property aesthetic.

Mayor Moore proposed following the Planning Board's direction by adopting 32 square feet as the maximum size for all three sign categories (currently 10, 10, and 3 square feet), noting this would accommodate Villa Magna's 24 square foot request while providing consistency. She also recommended adding an appeals process.

Commissioner Stern expressed support for size increases but cautioned against simply copying Boca Raton's ordinance without careful review of all provisions. Vice Mayor Stern wished the Planning Board had provided more specific recommendations rather than general guidance to follow Boca Raton's approach.

Commissioner Goldberg raised questions about measurement standards, particularly for monument-style signs, and suggested establishing a maximum limit for appeals to prevent excessive variance requests. Town Attorney Rubin clarified the difference between variance procedures (requiring hardship standards) and appeals processes, with the Commission preferring an appeals process going first to the Planning Board, then to the Commission.

The discussion addressed concerns about existing nonconforming signs, which would be allowed to remain but must comply with new standards if destroyed or completely replaced.

MOTION: Moore/Chudnofsky – A motion was made and seconded for staff to draft an ordinance to increase the maximum area size to be 32 square feet for each of the three scenarios we have and to add a process for appeal where it goes to the Planning Board first and then to the Town Commission for the ultimate decision. Upon roll call: Mayor Moore (Yes); Commissioner Chudnofsky (Yes); Commissioner Goldberg (Yes); Commissioner Peters (Yes); and Vice Mayor Stern (Yes). The motion passed unanimously on a 5 to 0 vote.

D. Consideration of Fiscal Year (FY) 2025-2026 Strategic Priorities Plan.

Mayor Moore read the title of this item followed by Town Manager presentation on the final strategic priorities plan, describing it as a dynamic document that changes over time. He announced plans to create a visual dashboard for tracking progress on strategic priorities, updated quarterly and posted on the website. The dashboard will include both strategic priorities and larger capital improvement projects over \$100,000. He also emphasized keeping the strategic planning process simple to avoid analysis paralysis, focusing on outcomes rather than excessive documentation. The plan will be tied to quarterly financial reports, creating a comprehensive progress tracking system that connects to the five-year forecast used for budget planning.

The Commission expressed support for the dashboard concept and integrated reporting approach.

11. NEW BUSINESS (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)

A. Approve and authorize the Mayor to execute a Professional Services Agreement between the Town and South Florida Engineering Services, Inc., to provide ongoing engineering consulting services.

Mayor Moore read the title followed by Town Manager Labadie commenting that this agreement addresses succession planning challenges in public works, as the Town cannot justify hiring a full-time professional engineer. South Florida Engineering, led by someone with 15-16 years of experience on Town projects, would provide technical review, recommendations, and elevated building engineering services, assist with plan reviews, construction inspections, and professional engineering guidance while ensuring compliance with state CCNA statutes.

Town Commission discussion ensued about using the firm for future projects and hourly rates structure. The rates were deemed reasonable compared to other professional services.

MOTION: Goldberg/Stern – A motion was made and seconded to approve the Professional Services Agreement as presented. Upon Roll Call: Commissioner Goldberg (Yes); Vice Mayor Stern (Yes); Commissioner Chudnofsky (Yes); Commissioner Peters (Yes); and Mayor Moore (Yes). The motion passed unanimously on a 5 to 0 vote.

B. Resolution No. 2026-002

A Resolution of the Town Commission of the Town of Highland Beach, Florida approving an application for financial assistance under the Florida Inland Navigation District Waterways Assistance Program and providing the required certifications and assurances; and providing an effective date.

Mayor Moore read the title of this item followed by Town Manager Labadie explaining this resolution renews the Town's application for financial assistance under the Florida Inland District Waterways Assistance (FIND) Program for the marine dock project. The renewal became necessary because the Town encountered delays during the permitting process that prevented access to last year's committed grant funds.

He expressed significant frustration with the South Florida Water Management District's permitting process, describing their position as "irrational" for a 32.6 square foot public safety facility. Despite the project having support from multiple agencies and state legislators, the permitting agency was demanding extensive environmental mitigation for minimal impacts to low-density seagrass areas.

The Town has reached out to lobbyists, state representatives, and FIND commissioners for assistance. Town Manager Labadie indicated unwillingness to spend unlimited taxpayer funds on additional studies without guarantee of permit approval, particularly when experts suggest the required seagrass restoration has never been successful in Florida.

A question was asked about legal recourse, with Labadie explaining that formal denial would be required before pursuing administrative appeals or other legal options. The situation has reached a point where outside experts suggest the agency may have bias against Highland Beach.

MOTION: Goldberg/Peter – A motion was made and seconded to approve Resolution 2026-002. Upon Roll Call: Commissioner Goldberg (Yes); Commissioner Peters (Yes); Commissioner Chudnofsky (Yes); Vice Mayor Stern (Yes); and Mayor Moore (Yes). The motion passed unanimously on a 5 to 0 vote.

C. Resolution No. 2026-003

A Resolution of the Town Commission of the Town of Highland Beach, Florida, amending Resolution No. 2025-024 to revise Exhibit "C" of the fiscal year 2025-2026 Schedule of Fees establishing fees and charges for the Town services; providing for conflicts; providing for severability; and providing for an effective date.

Mayor Moore read the title of this item followed by Town Manager Labadie noting this resolution amends the fee schedule to establish costs for the newly contracted engineering consulting services. The changes appear in items 10 and 11 of Exhibit C, covering installation costs and inspection fees. Larger commercial projects require developer-funded escrow accounts for Town oversight, while smaller residential projects will be managed directly by the Town to ensure proper installation by qualified contractors.

MOTION: Goldberg/Peter – A motion was made and seconded to approve Resolution 2026-003. Upon Roll Call: Commissioner Goldberg (Yes);

Commissioner Peters (Yes); Commissioner Chudnofsky (Yes); Vice Mayor Stern (Yes); and Mayor Moore (Yes). The motion passed unanimously on a 5 to 0 vote.

12. TOWN COMMISSION COMMENTS

Commissioner Chudnofsky announced a Police and Fire Foundation initiative to provide AED and CPR training for all high-rise condominiums during March and April, noting that nine associations signed up within hours of the announcement. He also reported that Delray Beach adopted an ordinance requiring AEDs on every other floor of high-rise condominiums, which may serve as a model for other municipalities.

Commissioner Goldberg conveyed support for the AED and CPR training program.

Commissioner Peters commented that he looked forward to participating in the CPR training program and reminded everyone about the turtle season lighting restrictions and ongoing beach monitoring efforts.

Vice Mayor Stern discussed ongoing work to establish guidelines for battery-operated vehicles on the walking path, suggesting they should be restricted to the bike path instead. He proposed developing Town guidelines for FDOT approval and coordinating with Delray Beach and Boca Raton for uniform regulations along the entire corridor.

Mayor Moore thanked the Police and Fire Foundation for the CPR training initiative, praising its potential life-saving impact.

13. TOWN ATTORNEY'S REPORT

Town Attorney had nothing to report.

14. TOWN MANAGER'S REPORT

Town Manager Labadie announced the Employee Excellence in Service Awards on March 24th from 4:30 to 6:30 P.M. at the fire station, recognizing police officer, firefighter, paramedic, and employee of the year.

He expressed concern about the state statute restrictions preventing monetary awards for the employee of year, while the Foundation can provide such recognition for public safety personnel. Town Attorney Rubin clarified that private donations could address this disparity.

Lastly, he shared a positive commendation praising Officer Semple's professionalism during a traffic stop.

15. ANNOUNCEMENTS

Mayor Moore read the announcements.

DRAFT



TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING MINUTES

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

Date: April 07, 2026
Time: 1:30 PM

1. CALL TO ORDER

Mayor Moore called the meeting to order at 1:30 P.M.

2. ROLL CALL

Commissioner Jason Chudnofsky
Commissioner Judith Goldberg
Commissioner Donald Peters
Vice Mayor David Stern
Mayor Natasha Moore
Town Manager Marshall Labadie
Town Attorney Leonard Rubin
Town Clerk Lanelda Gaskins

3. PLEDGE OF ALLEGIANCE

The Town Commission led the Pledge of Allegiance to the United States of America.

4. INVOCATION

None.

5. APPROVAL OF THE AGENDA

Staff requested to move Item 11.B., Development Order No. PZ-26-1 / Seagate of Highland Beach Condominiums to Item 6.B. under Presentations/Proclamations.

MOTION: Goldberg/Stern – A motion was made and seconded to approve the agenda as amended which passed unanimously, 5 to 0.

6. PRESENTATIONS / PROCLAMATIONS

A. State Legislative Updates by Senator Lori Berman, District 26 and State Representative Peggy Gossett-Seidman, District 91

State Senator Lori Berman and State Representative Peggy Gossett-Seidman jointly presented an update on the recently concluded legislative session.

Senator Berman advised that the legislature did not complete a budget during the regular session and will be returning for a special session the following week to address congressional redistricting. The budget was not constitutionally due until July 1, providing flexibility on timing.

Senator Berman outlined several significant preemption measures passed this session that will affect local governments: Sovereign Immunity (liability caps increase); Leaf Blower Fuel; DEI Funding; Fiscal Transparency (HB 1329); Greenhouse Gas Emissions; and Building Codes. She credited the Florida League of Cities for working diligently to moderate the most adverse aspects of these bills.

State Representative Peggy Gossett-Seidman highlighted several bills passed by both chambers – the Haven Act, District 91. Senator Berman also noted a bill (Senate Bill 556) that allows students with disabilities to satisfy their physical education requirement through participation in Special Olympics.

Highland Beach Appropriation: Senator Berman reported that a pedestrian safety and traffic improvement project requested at \$375,000 received a \$187,500 appropriation in the House, with the final budget amount still to be determined. She credited town lobbyist Jared Rosenstein for his work on the projects.

The Town Commission thanked both Senator Berman and State Representative Gossett-Seidman for their service and advocacy on behalf of Highland Beach. Lastly, Representative Gossett-Seidman recognized Town Manager Labadie for his collaboration on A1A improvement efforts and the Marine dock project.

B. Development Order Application No PZ-26-1 / Seagate of Highland Beach Condominiums (FORMALLY ITEM 9.B.)

Application by Jason R. Borden, P.E., O&A Associates Inc., for a major modification request to allow for the construction of a new 472 square foot fire pump structure for the property located at 3224 South Ocean Boulevard. (Public Hearing: Quasi-Judicial Proceeding)

Mayor Moore read the title of the item and asked those providing testimony to stand and be sworn in by the Town Clerk.

Town Clerk Lanelda Gaskins swore in those providing testimony.

Mayor Moore asked the Town Commissioners if they had any ex parte communications to disclose. The Commissioners had no ex parte communications. Commissioner Goldberg disclosed that she resides at Seagate of Highland Beach; Town Attorney Rubin confirmed she was eligible to vote, as her unit represents less than one percent of the 316-unit community.

Mayor Moore opened the public hearing.

Town Planner Ingrid Allen presented Development Order Application No PZ-26-1., noting that because Seagate is a multifamily development, the Town Commission serves as the final decision-making authority on major modifications, with the Planning Board providing a recommendation. The Planning Board held a special meeting on April 6, 2026, following a failed quorum at its March 14 meeting, and unanimously recommended approval 7-0. Staff found the project is consistent with the zoning code and the Town Comprehensive Plan.

The Town Commission discussed the application.

Assistant Fire Chief Matthew Welhaf provided comments on the application as it relates to the fire pumps.

Mr. Anthony Santella, President of Seagate of Highland Beach, provided comments on the project.

Mr. Jason Borden, P.E., of O&A Associates, Inc., was also present as the applicant's agent and provided comments on the application, noting that the parking issue relates to deeded parking spaces.

Mr. Santella commented that pending permit approval, construction could begin as early as late May or early June 2026, with project completion anticipated by June 2027. Town Commission discussion proceeded regarding the fire pump.

No members of the public offered comment. The public hearing was closed.

MOTION: Goldberg/Peters - Moved to recommend approval of Development Order Application No. PZ-26-1. Upon Roll Call: Commissioner Goldberg (Yes); Commissioner Peters (Yes); Commissioner Chudnofsky (Yes); Vice Mayor Stern (Yes); and Mayor Moore (Yes). The motion passed unanimously on a 5 to 0 vote.

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

There were no public comments.

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

None.

9. 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. Approval of Meeting Minutes

March 03, 2026 Town Commission Meeting Minutes

March 24, 2026 Town Commission Special Meeting/Swearing In Ceremony Minutes

B. Resolution No. 2026-005

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 Financial Advisory Board; and providing for an effective date.

Applicant: Mark Zarrilli (Reappointment)

- D. Approve and authorize the Mayor to execute the EMS Grant Funds Agreement between the Town of Highland Beach and Palm Beach County, allowing the Town to participate in the County's Emergency Medical Services (EMS) Grant Program.**

MOTION: Goldberg/Stern – A motion was made and seconded to approve the Consent Agenda as presented and it passed unanimously, 5 to 0.

10. UNFINISHED BUSINESS (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)

A. Florida Department of Transportation (FDOT) RRR Project Update

Town Manager Labadie reported that FDOT will be closing out the RRR project by the end of the week. The sanitary sewer lining project on A1A is scheduled to commence the following Monday. He also noted that the timing of the delay was favorable, as the reduced seasonal population will result in lower water usage, making bypass pumping less disruptive to larger condominium complexes.

B. Building Department Recertification Program Update

Katerina Jaddaoui, Administrative Assistant/Permit Technician, provided an update on the program noting the program continues to remain on track with positive progress.

C. Continued discussion on the introduction of a Proposed Resolution adopting procedures for the initiation and adoption of Town ordinances

Town Manager Labadie advised that revisions requested by the Town Commission at a prior meeting have been incorporated into the proposed resolution, reflected in the highlighted portions on pages 42 and 43 of the agenda documents. Town Attorney Rubin noted that the resolution includes language clarifying that inadvertent procedural deviations would not invalidate an ordinance, while preserving the Commission's intent to fully vet matters with the

public. The resolution continues to move through the Town's boards and committees for review and comment. No action was required at this meeting.

11. NEW BUSINESS (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)

A. Consideration of the designation of the Town's Voting Delegate and Alternate(s) to the Palm Beach County League of Cities for the 2026–2027.

Mayor Moore read the title of this item followed by a motion.

MOTION: Stern/Peters – A motion was made and seconded to designate Commissioner Judith M. Goldberg as Voting Delegate and Commissioner Don Peters as Alternate to the Palm Beach County League of Cities for 2026–2027, and it passed unanimously 5 to 0.

Commissioner Goldberg noted she looks forward to the full Commission attending the upcoming League of Cities meeting in August.

B. (Heard as Item 6.A under Proclamations/Presentations. See above.)

C. Presentation of the Strategic Priorities Dashboard

Mayor Moore read the title of this item followed by Town Manager Labadie's introduction, noting the dashboard will be updated quarterly and will be accessible on the Town Manager's webpage.

Madison Noon of the Town Manager's Office presented a brief overview of the newly developed Strategic Priorities Dashboard. She explained that its purpose is to provide residents and the public with a quick overview of the status of the Town's strategic priorities and capital improvement projects. She also noted that the dashboard will be updated quarterly, with the next update expected to reflect significant third-quarter activity.

Town Commission discussion ensued and yielded several observations and directions:

- Recommend aggressive outbound marketing to ensure residents are aware of its availability and also suggest increasing font size given the town's demographics.
- Highlighted that Strategic Priority 7 (e-bikes, scooters, and motorcycles) should be advanced in priority, noting a fellow commissioner had recently nearly been struck by an e-bike on the pedestrian pathway.
- Suggested removing Strategic Priority 23 (gas-powered leaf blowers) from the dashboard given the state preemption enacted this session.

- Requested that a discussion on AED (automated external defibrillator) requirements—similar to a recently adopted ordinance in Delray Beach—be placed on a future agenda, noting the potential life-safety benefit and financial implications for high-rise buildings and individual dwellings.

Town Manager Labadie confirmed the AED topic would be queued for a future Town Commission meeting. No action was required at this meeting.

12. TOWN COMMISSION COMMENTS

Commissioner Chudnofsky reflected on the close of the season, commending Mayor Moore, Town Manager Labadie, Fire Department personnel, and Town staff for a successful year of progress in safety compliance and quality of life in Highland Beach. He expressed particular pride in the building recertification and fire compliance efforts completed throughout the season.

Commissioner Goldberg echoed Commissioner Chudnofsky's sentiments and shared a personal anecdote about witnessing a sea turtle rescue on a highway in Port St. Lucie, consistent with the spirit of environmental stewardship.

Commissioner Peters praised the police and fire departments, noting that Highland Beach's standing as one of the safest towns in Florida is now bolstered by the fire safety compliance work underway. He also wished seasonal residents safe travels and reminded residents to dim lights for sea turtles during nesting season.

Vice Mayor David Stern had no additional comments.

Mayor Natasha Moore had no additional comments.

13. TOWN ATTORNEY'S REPORT

Town Attorney Rubin had nothing to report.

14. TOWN MANAGER'S REPORT

A. State-Mandated Emergency Management Training for Elected Officials

Town Manager Labadie provided several updates:

Legislative Budget Compliance: The Town's existing Power BI budget platform, built on the BS&A module, is expected to satisfy new state transparency requirements under House Bill 1329 without requiring a new software system. The required 10 percent budget reduction exercise will be conducted as part of the upcoming budget process, though the Manager noted that the property tax landscape in Tallahassee appears to be trending toward a more moderate outcome than initially feared.

E-Bikes and Pathway Policy: He and Town Attorney Rubin have begun discussions on reclassifying the Town's pedestrian pathways as "non-motorized joint use pathways," which by definition would prohibit all motorized devices—including e-

bikes, e-scooters, and electric unicycles—from the pathway and redirect them to the road. This approach would provide an enforceable mechanism without requiring speed monitoring. Coordination with FDOT will be necessary, and outreach to neighboring municipalities including Boca Raton and Delray Beach is contemplated to ensure consistency at shared crossing points. Commissioner Peters asked whether speed-reducing infrastructure such as painted bumps had been considered; the Manager noted that such measures can create ADA compliance and trip hazard concerns, particularly as surfaces age, and that the increased sovereign immunity caps also counsel caution. An education campaign on battery charging safety will also be developed in coordination with the fire department.

Milani Park: The Palm Beach County project is moving forward, with permit applications expected within approximately one week and a target groundbreaking of late May to early June 2026. Town Manager Labadie noted discussions are underway with the Police and Fire Chiefs regarding safety and emergency response protocols at the park, particularly given the absence of a formal mutual aid agreement with the County.

Marine Dock / Town Dock Permitting: The permitting process for the Marine dock has returned to a positive trajectory. The Town submitted its application and addressed agency concerns regarding signage and in-water channel markers. A permit is targeted by June 1 to meet the Florida Inland Navigation District (FIND) grant application deadline, with an award anticipated in September or October. Bidding and construction could commence in late fall or winter of 2026.

Ocean Safety — Resident Fatality: He informed the Commission that the Town lost a resident over the prior weekend due to a swimming incident involving rough ocean conditions and riptides. In response, the Town will implement an ocean conditions flag system at the north and south entrances to town and at the fire station, mirroring the color-coded flag system used at lifeguarded beaches. Conditions will also be communicated through the Town's website and app. Commissioner Goldberg asked whether the County would implement similar measures at Milani Park; the Town Manager confirmed that coordination with County lifeguard staff would occur.

State-Mandated Emergency Management Training: Town Manager Labadie reminded all Commissioners that House Bill 180 requires all elected officials to complete a self-paced emergency management training course by July 1, 2026, with renewal every two years thereafter. He noted that Vice Mayor Stern had already completed the training, which takes approximately two hours. Staff in the Town Clerk's office are available to assist Commissioners who need support completing the course.

15. ANNOUNCEMENTS

Mayor Moore read the announcements.

Board Vacancies

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

Natural Resources Preservation Advisory Board One (1) Vacancy for an unexpired term ending April 2027

Meetings and Events

April 09, 2026 9:30 A.M. Planning Board Regular Meeting

May 05, 2026 1:30 P.M. Town Commission Meeting

Board Action Report

None.

16. ADJOURNMENT

The meeting adjourned at 2:42 P.M.

APPROVED: May 12, 2026, Town Commission Meeting.

Signed Minutes on file in the
Town Clerk's Office

ATTEST:

Natasha Moore, Mayor

05/12/2026

Lanelda Gaskins, MMC
Town Clerk

Date

Disclaimer: Effective May 19, 2020, per Resolution No. 20-008, all meeting minutes are transcribed as a brief summary reflecting the events of this meeting. Verbatim audio/video recordings are permanent records and are available on the Town's Media Archives & Minutes webpage: <https://highlandbeach-fl.municodem meetings.com/>.

File Attachments for Item:

A. Discussion of Chapter 6, Article IV: Seawall and Oceanfront Development and Coastal Construction Control Line (CCCL) Standards.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Commission Meeting

MEETING DATE *05/12/2026*

SUBMITTED BY: Jeff Remas, CBO, Building Department

SUBJECT: Article V, Chapter 6, Code of Ordinances: Seawall and Oceanfront Development Standards

SUMMARY:

Article V of Chapter 6 of the Town Code governs seawalls, bulkheads, and retaining walls on properties east of State Road A1A. The Town Attorney has confirmed that the development standards contained in Section 6-127(d) apply to all construction east of A1A, not only to seawall projects. Among those standards, Section 6-127(d) prohibits any disturbance of the natural ocean ridge within 120 feet of the easterly survey line or vegetation line, whichever lies furthest west, in a manner that would lower any east-to-west profile below +18 feet NAVD. When a property owner proposes to build within that 120-foot zone and must excavate below +18 feet NAVD, the ordinance requires that a permitted seawall be constructed first as a condition of that work. The ordinance also contains an absolute prohibition on any part of a structure extending east of the Coastal Construction Control Line (CCCL).

The CCCL was first established for Palm Beach County in 1978 and was re-established by FDEP in 1997. The Town's ordinance has never been amended to reflect the re-established CCCL position. In a number of instances in Highland Beach, the current CCCL falls significantly further west than it did when the ordinance was written. On certain oceanfront lots, the CCCL now falls at or near the western property line. In the most severe cases, it falls within the public right-of-way west of the parcel entirely. Some of the problems identified are:

- Where the current CCCL falls at, or west of a property line, the Town's ordinance renders the lot unbuildable. This is true even when FDEP has issued a valid CCCL construction permit authorizing the project, because FDEP approval does not satisfy the Town's absolute prohibition against construction east of the CCCL.
- Where a property owner must build within the 120-foot ocean ridge protection zone and excavate below +18 feet NAVD, the ordinance requires a seawall permit as a prerequisite. However, FDEP's current policy under Chapter 62B-33, Florida Administrative Code, prohibits new ocean ridge seawalls unless an existing structure faces imminent structural failure. A property owner who holds a valid FDEP CCCL building permit cannot obtain the seawall permit the Town requires, making local approval impossible despite state authorization.
- The Building Department has discussed both issues directly with FDEP District staff and with a qualified coastal engineer the Town has retained on prior projects. Both have confirmed that the

conflicts are real and that the Town's ordinance is inconsistent with FDEP's current CCCL positions and permitting standards. Permit applicants have already been affected.

Enforcing an ordinance that renders privately owned lots unbuildable after FDEP has issued construction approval creates regulatory taking exposure. Under *Lucas v. South Carolina Coastal Council*, 505 U.S. 1003 (1992), a regulation that strips a property owner of all economically beneficial use of their land constitutes a taking requiring just compensation under the Fifth Amendment. Under Florida's Bert J. Harris, Jr. Private Property Rights Protection Act, F.S. § 70.001, a lower threshold applies. The Act is triggered when a government action inordinately burdens a property owner's use of their land, and a prevailing owner is entitled to attorney's fees and costs. Upon receipt of a written Harris Act claim, the Town has 180 days to respond with a settlement offer. The Town currently has no administrative relief mechanism to offer an affected owner. *Palazzolo v. Rhode Island*, 533 U.S. 606 (2001), forecloses the argument that owners who purchased after the ordinance was enacted assumed the regulatory risk and therefore lack standing to bring a claim.

Florida Senate Bill 180, signed into law in June 2025, prohibits all local governments in Palm Beach County from adopting land development regulations more restrictive or burdensome than those in effect prior to August 1, 2024. This prohibition runs through October 1, 2027. The proposed amendment is directed at making the Town's ordinance less restrictive, not more, and is therefore consistent with SB 180. Town Counsel will review the final draft to ensure no new burdens are inadvertently introduced.

FISCAL IMPACT:

There is no direct fiscal impact associated with this request. The review will be conducted using existing staff resources and within the current scope of Town Counsel's engagement.

ATTACHMENTS:

Sampling of a map showing the CCCL west of the property line on oceanfront lots.

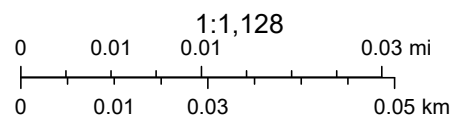
RECOMMENDATION:



The Building Department respectfully requests that the Commission authorize staff to work with Town Counsel to review Article V as applied to properties east of A1A and to develop proposed ordinance amendments for Planning Board review, public hearing, and return to the Commission for adoption. The goal is to resolve the conflict between the Town's current standards and FDEP's current CCCL positions and permitting policies while retaining meaningful protections for the ocean ridge and dune system. The longer the current ordinance remains unchanged, the greater the Town's legal exposure.

ArcGIS Web Map



4/13/2026, 3:08:32 PM



-  CCCL
-  Highland Beach Boundary
- Highland Beach Address Points
-  Highland Beach Parcels
- Streets

State of Florida, Microsoft, Vantor



April 23, 2026

MEMORANDUM

TO: Joe DiMauro

FM: Darwin C. Stubbs, P.E.

RE: Florida Department of Environmental Protection Coastal Armoring Rule
Proposed Seawall Permitting Feasibility
4023 S. Ocean Blvd., Highland Beach, Palm Beach County

This memorandum summarizes the Florida Department of Environmental Protection (DEP) regulation of ocean frontage coastal armoring (e.g., seawalls, revetments, bulkheads, etc.). This is followed by a discussion of the feasibility of obtaining a DEP permit for a seawall at the subject property.

DEP Armoring Regulation

Section 161.085, Florida Statutes, provides for DEP regulation of ocean frontage coastal armoring under the Coastal Construction Control Line (CCCL) program. These regulations are codified in Chapter 62B-33, Florida Administrative Code. DEP recognizes the need for coastal armoring to protect structures from the effects of coastal erosion. However, coastal armoring may have negative impact on the integrity and natural functioning of the beach and dune system and may increase the vulnerability of adjacent properties to erosion. As such, the DEP armoring rule is prohibitive. In the case of an unarmored shoreline, which is the circumstance at the referenced property, coastal armoring is only permitted as a last resort alternative. The armoring must be for the protection of habitable structures that are not designed to current coastal standards and imminently at risk.

In order for a property along an unarmored shoreline to qualify for a permit for a seawall, the following two conditions must be met:

1. There must be an eligible structure to be protected by the seawall. Eligible structures are habitable structures that are not designed to withstand the predicted conditions (including erosion) of a 100-year return interval storm. Effectively, a residence that predates current coastal construction standards (including a pile foundation) is eligible.
2. The eligible structure to be protected must be vulnerable to damage from a 15-year return interval storm. The assessment of vulnerability is typically based on erosion modelling and should consider the effects of long term shoreline change rates and natural coastal features.

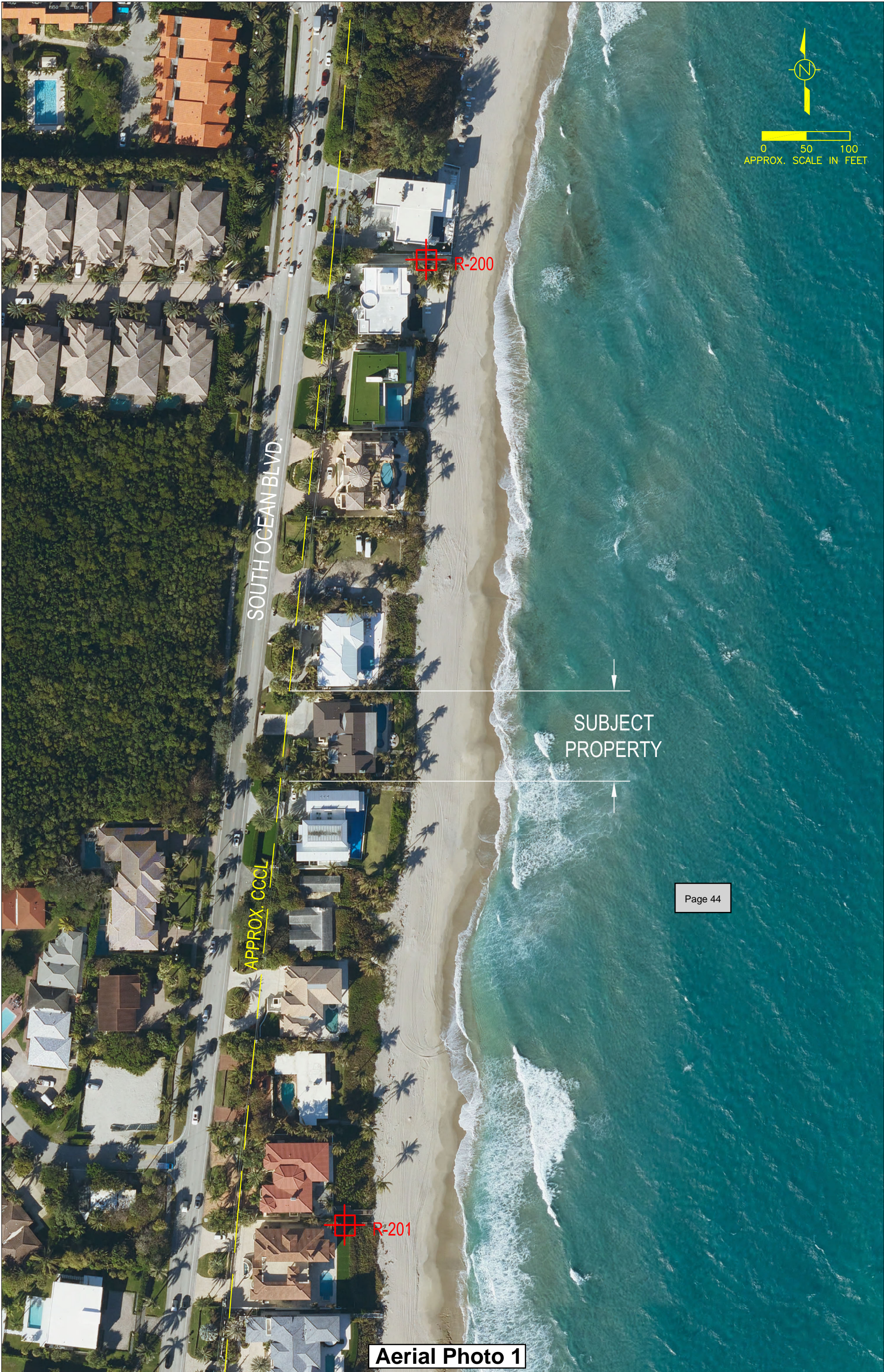
It is important to note that both of the criteria noted above must be met to qualify for a permit for a seawall.

Permitting Feasibility for Armoring

In our opinion, the subject property would not qualify for a seawall permit from DEP. Although the existing single-family residence is likely an eligible structure based upon the date of construction, we do not believe it is “vulnerable”. The residence is not vulnerable due to the current conditions of the beach and dune, the natural shoreline protection afforded by a nearby rock formation and nearshore reef, and the long-term stability of the subject shoreline.

Currently the beach and dune system is relatively healthy. This is evident in Aerial Photos 1 and 2 (2025) and recent Ground Photos 1 through 4 of the project area. The beach fronting the subject property and extending north is relatively wide. There is a continuous vegetated dune immediately landward of the beach. This dune is intact and shows no evidence of recent erosion. Furthermore, there is a natural rock formation along the shoreline immediately south of the subject property and a nearshore reef immediately north. This rock formation is evident in Photo 4. The rock formation and nearshore reef is evident in the Exhibit 2, a 2025 Google Earth aerial photo of the project vicinity.

These natural features provide long-term erosion protection and shoreline stability. This is evident in the DEP’s Historical Shoreline Data for Palm Beach County (latest update: 3/4/24). The mean high water shoreline documented at the two nearest DEP reference monuments (R-200 and R-201), accreted an average of 25’ from 1990 to 2022. The location of these DEP monuments are shown on Exhibit 1. 2022 is the most recent data available in the DEP database.



Aerial Photo 1



Aerial Photo 2: 2025 Google Earth Image



Ground Photo 1 (April 17, 2026)



Ground Photo 2 (April 17, 2026)



Gound Photo 3 (April 17, 2026)



Gournd Photo 4 (April 17, 2026)

April 23, 2026

Page 6

The existing residence is located approximately 120 feet landward of the mean high water line per a recent survey of the property conducted on April 12, 2026 (Caulfield & Wheeler, Inc.). Based on the distance of the residence from the shoreline, the condition of the beach and dune system, the presence of natural protective coastal features, and the documented long-term shoreline accretion rate in the project area, we do not believe the residence is vulnerable to damage from a 15-year return interval storm. As such, it is our opinion that it does not qualify for a CCCL permit from DEP.

We trust this memorandum is helpful. Please contact us if you have any questions. Thank you.

ISIMINGER & STUBBS ENGINEERING, INC.

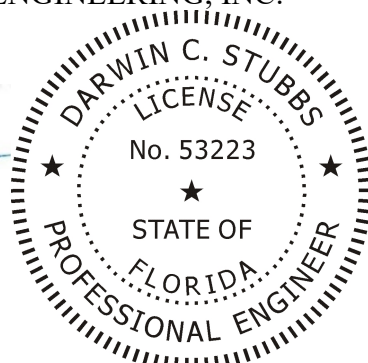
Registry No. 8114



Darwin C. Stubbs, P.E.

License No. 53223

26050.CLT.01



4/23/2026

This item has been digitally signed and sealed by Darwin C. Stubbs, P.E. on the date adjacent to the seal. Signature must be verified on any electronic copies.

File Attachments for Item:

C. Approve the award of the bid and authorize the Mayor to execute a contract with CMM Roofing, Inc. for roof replacement in the amount of \$626,000.00, in accordance with Invitation to Bid No. 26-001: Library Roof Replacement. (This item aligns with the FY 2026 Strategic Priorities Plan/Capital Improvement Plan #27-002.).

1. Resolution No. 2026-007

A Resolution of the Town Commission of the Town of Highland Beach, Florida, amending Resolution No. 2025-023, which appropriate funds for the 2025-2026 fiscal year budget; providing for an amendment of the General Fund (Fund 001) to complete the Library Roof Replacement Project as identified in the approved Capital Improvement Plan; providing for findings; and providing for an effective date.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting
MEETING DATE May 12, 2026
SUBMITTED BY: Skender Coma, Senior Management Analyst
SUBJECT: Award RFP and Execute Agreement
RFP No. 26-001: Library Roof Replacement

SUMMARY:

The Town issued RFP No. 26-001 on 3/9/2026 to replace the Town Library roof with an option to also replace the Water Treatment Plant / Building Department roof. On 4/21/2026, Town staff received and unsealed 14 proposals. Upon reviewing the proposals to determine responsibility and responsiveness, four were shortlisted and sent to a selection committee for ranking and award recommendation. The shortlisted proposals were ranked as follows:

1. CMM Roofing Inc.
2. Bowhead Roofing
3. Crest Roofing LLC
4. Roof Runners USA Corp.

Town staff recommend replacing both roofs to maximize the value of one mobilization and due to the uncertainty of potential materials cost increase.

The Water Treatment Plant / Building Department roof is a budgeted project for this fiscal year. The Library roof was planned to be completed within the next two years, but frequent leaks have caused the priority to increase. An accompanying budget amendment has been provided to fund the Library roof replacement.

FISCAL IMPACT:

\$309,800 – Library Roof (001-519.000-562.000)

\$316,200 – Water Treatment Plant / Building Department Roof (106-524.000-562.000)

ATTACHMENTS:

Agreement

CMM Roofing Inc. Proposal

RFP No. 26-001 Tabulation Sheet and Compliance Checklist

Selection Committee Ranking

RECOMMENDATION:

Award RFP and execute agreement with CMM Roofing Inc. for Library and Water Treatment Plant / Building Department Roof Replacement based on RFP No 26-001.

CONTRACT FOR ROOF REPLACEMENT

THIS CONTRACT ("Contract") is made this ____ day of _____, 2026, by and between the **Town of Highland Beach**, a Florida municipal corporation ("Town") and **CMM Roofing, Inc.**, a Florida corporation, with its principal address at 2231 72nd Terrace E, Sarasota, Florida 34243 ("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 for the replacement of the roof at the Town Library and the Town Water Treatment Plan/Building Department, and the Town issued Request for Proposals No. 26-001 ("RFP") regarding the same; and

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

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

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

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

Article 1. CONTRACT.

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

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

| | |
|------------------|-----------------------------|
| First Priority: | Duly executed change orders |
| Second Priority: | This contract |

Third Priority: Town's Request for Proposals (attached hereto as **Exhibit "A"**)
Fourth Priority: Contractor's Proposal (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 (including both the Town Library and the Town Water Treatment Plant/Building Department shall be **SIX HUNDRED AND TWENTY-SIX THOUSAND DOLLARS AND NO CENTS (\$626,00.00)** 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 Proposal, attached hereto and incorporated herein as **Exhibit "A,"** within 90 days of receiving a written notice to proceed from the Contract Administrator. Failure to achieve timely, substantial, and/or final completion for the Work shall be regarded as a breach of this Contract and subject to appropriate remedies including but not limited to liability for liquidated damages in accordance with Item 1.5 herein.
- 1.5 Liquidated Damages. **The Town and Contractor recognize that time is of the essence of this Contract and that the Town will suffer financial loss if the services described in the Contract Documents are not completed within the times specified in Article 1.4 above. The Town and Contractor recognize, agree, and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the Town would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services within the time specified. Accordingly, instead of requiring any such proof, the Town and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Town \$250.00 for each day that expires after the time specified in paragraph 1.4. Liquidated Damage shall not be the Town's sole or exclusive remedy under the Contract Documents; there shall be no limitation on the amount of the Liquidated Damages that may be assessed; and, there shall be no bonus paid to the Contractor for early completion of the services**

Article 2. SCOPE OF WORK.

The work covered by these specifications comprises, in general, the furnishing of all labor, equipment, materials, and performing all operations for replacement of the roof at the Town Library and the Town Water Treatment Plant/Building Department as set forth in the RFP. Such work shall include the following prior to the installation of roofing material: submitting shop drawings and product approval codes for approval prior to start of work; tearing off existing roof covering to the sheathing and removing all debris; and re-nailing sheathing and replacing decayed wood as per Florida Building Code.

Article 3. PAYMENT PROCEDURES

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

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

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

3.2 In accordance with Section 255.077, Florida Statutes, upon substantial completion, the Contractor shall notify the Town the work is substantially complete and request an inspection. Within five (5) business days thereafter, the Contractor and Town shall make an inspection of the work and begin the development of a draft punch list of items that must be completed by the Contractor prior to the Contractor submitting its final payment request ("Punch List Walkthrough"). The Town shall submit the punch list to the Contractor within fifteen (15) days of the Punch List Walkthrough, and the Contractor shall have ten (10) days to agree to the same. If the Contractor wishes to revise the punch list, it must send the revised punch list to the Town no later than thirty (25) days after reaching substantial completion. Thereafter the parties shall agree on the final punch list no later than thirty (30) days after reaching substantial completion. The punch list shall include every remaining item required to render complete, satisfactory, and acceptable services to the Town and the estimated cost to complete each remaining item. The final agreed upon punch list shall be sent to the Contractor five (5) days after the punch list is finalized. In no event may the Contractor request payment of final retainage until the Contractor has completed all items on the punch list. All items that require correction under the Contract which are identified after the preparation and delivery of the punch list remain the obligation of the Contractor. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to the Contract.

3.3 Upon final completion and acceptance of the work in accordance with the RFP and the Contract (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the project (if other than the Town), the Contractor shall submit a "final invoice" to the Town. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all work has been properly completed and all charges have been invoiced to the Town. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the Town shall pay the remainder including any amount held as retainage.

- 3.4 Notwithstanding the foregoing, the Town shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the Town.
- 3.5 Final payment shall not become due until the Contractor and all of its subcontractors, who timely filed notices to owner, submit to the Town releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the project.
- 3.6 Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.
- 3.7 The Town is exempt from payment of Florida State Sales and Use Tax. Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfil contractual obligations with the Town, nor is Contractor authorized to use the Town's Tax Exemption Number in securing such materials.

Article 4. SUBCONTRACTORS

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

Article 5. CONTRACTOR'S REPRESENTATIONS

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

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

5.4 Contractor has given the Contract Administrator written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the resolution thereof is acceptable to the Contractor.

Article 6. INDEMNITY.

6.1 To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Town, its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract. Contractor shall not be responsible for or be required to indemnify the Town for the Town's own negligent acts or omissions or those of its officers or employees.

6.2 Contractor's liability hereunder shall include all reasonable attorney's fees and costs incurred by the Town in the enforcement of this indemnification provision. This includes claims made by the employees of Contractor against the Town, its officers or employees, and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

6.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes (as amended), and shall survive the termination of this Contract. Nothing contained in the foregoing indemnification or the Contract Documents shall be construed as a waiver of any immunity or limitation of liability the Town may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes, or as an agreement by the Town to indemnify Contractor for any purpose or matter.

Article 7. TERMINATION.

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

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

When any of the above reasons exist, the Town, may without prejudice to any other rights or remedies of the Town and after giving Contractor and Contractor's surety, three (3) days'

written notice, and five (5) days to cure, terminate the Contract and Contract Documents and may finish the Work by whatever reasonable method the Town may deem expedient.

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

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

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

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

Article 8. INSURANCE.

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

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

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

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

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

Article 9. PUBLIC RECORDS.

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-278-4548, lgaskins@highlandbeach.us, 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 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.
- 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 *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 Boulevard
Highland Beach, FL 33487

and to Contractor as follows:

CMM Roofing, Inc.
Attn: Connor Lees, Vice President
2231 72nd Terrace E
Sarasota, FL 34243

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

- 10.17 *Public Entity Crimes*: Contractor acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a consultant, supplier or sub-consultant/sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Contractor will advise the Town immediately if it becomes aware of any violation of this statute.
- 10.18 *Force Majeure*: Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.
- 10.19 *Palm Beach County IG*: In accordance with Palm Beach County ordinance number 2011-009, Contractor acknowledges that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. Contractor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- 10.20 *Scrutinized Companies*: Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate this Contract at its sole option Contractor or any of its subcontractors are found to have submitted a false certification; or if Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.
- 10.21 *Protection of Property*: Contractor shall at all times guard against damage or loss to the property of the Town or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The Town may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of Contractor or its agents. Contractor shall be responsible to safeguard all of their property such as tools and equipment while on site.

The Town will not be held responsible for any loss of Contractor property due to theft or vandalism.

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

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

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

TOWN OF HIGHLAND BEACH, FLORIDA

By: _____
Mayor

ATTEST:

Approved as to form and legal sufficiency:

Lanelda Gaskins, Town Clerk

Leonard G. Rubin, Town Attorney

**CONTRACTOR:
CMM ROOFING, INC.**

By: _____

Print Name:
Title:

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

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

Notary Public

Print Name: _____
My commission expires: _____

EXHIBIT “A”

Town’s RFP

EXHIBIT “B”

Contractor’s Proposal



REQUEST FOR PROPOSALS

FOR

LIBRARY ROOF REPLACEMENT

RFP No.: 26-001

RFP OPENING DATE: 4/21/2026

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

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

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

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

LOBBYING / CONE OF SILENCE

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

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

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

SCOPE OF WORK:

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

The successful Proposer (or awarded Contractor) shall:

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

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

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

MANDATORY PRE-SUBMITTAL CONFERENCE:

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

RFP OPENING:

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

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

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

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

REQUEST FOR PROPOSALS
FOR
LIBRARY ROOF REPLACEMENT

RFP No.: 26-001

Section 1 – SUBMITTAL INFORMATION

- A. The Town of Highland Beach will receive proposals until **4/21/2026 at 2:00 P.M. (LOCAL TIME)** in the Town Clerk's Office located at Town Hall, 3614 South Ocean Blvd., Highland Beach, FL 33487.
- B. Any proposals received after the above stated time and date will not be considered. It shall be the sole responsibility of the Proposer to have its proposal **delivered to the Town Clerk's Office** for receipt on or before the above stated time and date. It is recommended that responses be sent by an overnight air courier service or some other method that creates proof of submittal. Proposal responses that arrive after the above-stated deadline as a result of delay by the mail service shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the Proposer's request and expense. The Town reserves the right to consider proposals that have been determined by the Town to be received late due solely to mishandling by the Town after receipt of the proposal and prior to the award being made.
- C. If any addenda are issued to this RFP, the Town will attempt to notify all prospective proposers who have secured same, however, it shall be the responsibility of each Proposer, prior to submitting the proposal, to contact the Town Clerk's Office at (561) 278-4548 to determine if any addendum(s) were issued and to make any addendum acknowledgements as part of their proposal.
- D. **One (1) original, so marked, one (1) copy, and 1 electronic copy** of the proposal shall be submitted in one sealed package clearly marked on the outside "**RFP # 26-001: LIBRARY ROOF REPLACEMENT**" to: Town of Highland Beach Clerk's Office, c/o Skender Coma, Senior Management Analyst, 3614 South Ocean Blvd., Highland Beach, Florida 33487.
- E. Responses shall clearly indicate the legal name, address, and telephone number of the Proposer (firm, corporation, partnership or individual). Responses shall be signed above the typed or printed name and title of the signer. Proposer must note their Federal I.D. number on their proposal.

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

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

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

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

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

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GENERAL CONDITIONS FOR PROPOSERS

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

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

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

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

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

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

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

- A. Waive as an informality, minor deviations from specifications at a lower price than the most responsive, responsible proposer meeting all aspects of the specifications and consider it, if it is determined that total cost is lower and the overall function is improved or not impaired;
- B. Waive any defect, irregularity or informality in any proposal or submittal procedure;
- C. Reject or cancel any or all proposals;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list”.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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SPECIAL CONDITIONS FOR PROPOSERS

BONDS:

A. PAYMENT AND PERFORMANCE BONDS:

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

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

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

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

EVALUATION CRITERIA:

Summary of Qualifications **(Maximum Potential Points – 35)**

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

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

- 1. Name and location of the project.

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

Approach / Methodology (Maximum Potential Points – 35)

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

Total Project Cost (Maximum Potential Points – 30)

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

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

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

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

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

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

SCOPE OF WORK:

General

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

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

Scope of Work

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

The awarded Contractor shall:

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

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

Contractor Responsibility

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

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

PERMITS, FEES, AND LICENSING REQUIREMENTS:

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

RESPONSIBILITY FOR MATERIALS:

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

USE OF PREMISES:

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

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

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

ACCESS TO WORK:

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

SAFETY AND PROTECTION:

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

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

WORK HOURS:

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

WARRANTY:

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

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

Town of Highland Beach

Skender Coma

Petersen PAC Clad Metal Roof Specification

SECTION 07410

PREFORMED METAL STANDING SEAM ROOFING

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

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

1.2 SUMMARY

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

1.3 DEFINITIONS

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

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

1.4 QUALITY ASSURANCE

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

1.5 SUBSTITUTIONS

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

1.6 SYSTEM DESCRIPTION

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

1.7 ROOF SYSTEM PERFORMANCE TESTING

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

2. UL 2218 - Impact Resistance rated.

1.8 WARRANTIES

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

1.9 SUBMITTALS

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

1.10 DELIVERY, STORAGE AND HANDLING

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

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

1.11 PROJECT CONDITIONS

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

1.12 COORDINATION

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

PART 2 - PRODUCTS

2.1 PANEL DESIGN

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

2.2 ACCEPTABLE MANUFACTURERS

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

2.3 MATERIALS AND FINISHES

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

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

2.4 FABRICATION

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

PART 3 - EXECUTION

3.1 INSPECTION

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

3.2 FASTENERS

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

3.3 INSTALLATION

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

3.4 DAMAGED MATERIAL

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

END OF SECTION



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

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

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

SCOPE:

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

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

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

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

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

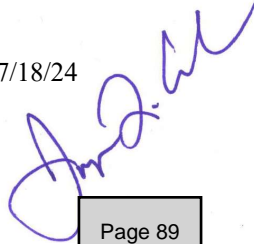
RENEWAL of this NOA shall be considered after a renewal application has been filed and there has been no change in the applicable building code negatively affecting the performance of this product.

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

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

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

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

07/18/24

Page 89



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

ROOFING ASSEMBLY APPROVAL

Category: Roofing
Sub-Category: Underlayment
Material: SBS

SCOPE:

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

TRADE NAMES OF PRODUCTS MANUFACTURED OR LABELED BY APPLICANT:

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

EVIDENCE SUBMITTED

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



MANUFACTURING LOCATION

1. Carlisle, PA
2. Terrell, TX

APPROVED ASSEMBLIES:

Deck Type 1: Wood, non-insulated

Deck Description: 1⁹/₃₂" or greater plywood or wood plank

System E: Anchor sheet mechanically fastened to deck, membrane adhered to anchor sheet.

Base Sheet: One or more plies of ASTM D 226 Type II or ASTM D 2626 with a minimum 4" side lap and a 6" end lap mechanically fastened to deck with approved nails and tin caps 6"o.c. at the laps and two staggered rows 12"o.c. the field of the roll.

Membrane: One or more plies of WIP 100, 250 HT, 300 HT, TRI-BUILT HT, WIP GRIP and WIP GRIP FR HT underlayment with a minimum 4" side lap and 6" end lap applied to the base sheet.

Surfacing: Approved Roof Assemblies. See Limitation #3.
Tile Roofing is not an approved roof covering for use with this assembly.

Deck Type 1: Wood, non-insulated

Deck Description: 1⁹/₃₂" or greater plywood or wood plank

System F: Membrane adhered directly to deck.

Membrane: One or more plies of WIP 100, 250 HT, 300 HT, TRI-BUILT HT, WIP GRIP and WIP GRIP FR HT underlayment with a minimum 4" side lap and 6" end lap applied directly to the wood deck.

Surfacing: Approved Roof Assemblies. See Limitation #3.
Tile Roofing is not an approved roof covering for use with this assembly.

BUILDING PERMIT REQUIREMENTS:

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

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



LIMITATIONS:

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

MIAMI-DADE COUNTY
APPROVED

END OF THIS ACCEPTANCE

MIAMI-DADE COUNTY
APPROVED



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

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

NOTICE OF ACCEPTANCE (NOA)

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

SCOPE:

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

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

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

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

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

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

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

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

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

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

01/19/2023



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

ROOFING ASSEMBLY APPROVAL:

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

TRADE NAMES OF PRODUCTS MANUFACTURED OR LABELED BY APPLICANT:

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

EVIDENCE SUBMITTED:

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



NOA-No.: 22-1104.12
 Expiration Date: 04/18/2028
 Approval Date: 01/19/2023
 Page 2 of 5

APPROVED ASSEMBLIES:

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

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

Underlayment: Minimum underlayment shall be an ASTM D 226 Type II installed with a minimum 4" side-laps and 6" end-laps. Underlayment shall be fastened with corrosion resistant tin-caps and 1 1/4" annular ring-shank nails, spaced 6" o.c. at all laps and two staggered rows 12" o.c. in the field of the roll. Or, any Miami-Dade County Product Control Approved underlayment having a current NOA.

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

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

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

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

**TABLE A
 MAXIMUM DESIGN PRESSURES**

| Roof Areas | Field | Perimeter and Corner ¹ |
|------------------------------|------------|-----------------------------------|
| Maximum Design Pressures | -110.5 psf | -174.25 psf |
| Maximum Plywood Nail Spacing | 6" o.c. | 3" o.c. |
| Maximum Clip Spacing | 24" o.c. | 6" o.c. |

1. Extrapolation shall not be allowed



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SYSTEM LIMITATIONS

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

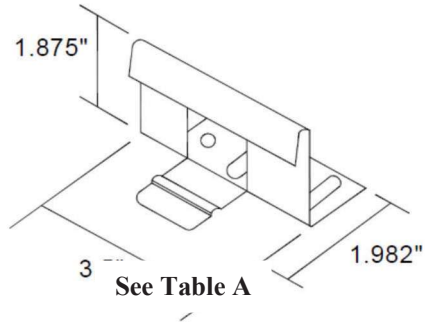


5. All products listed herein shall have a quality assurance audit in accordance with the Florida Building Code and Rule **61G20-3** of the Florida Administrative Code.
6. Panels may be shop or jobsite roll formed with machine models #(’s) **10110884, E00578860 and 01110072** from PAC Contractors Association.



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DRAWINGS



INDIVIDUAL CLIP



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

OPTIONAL FACTORY OR FIELD APPLIED SEALANT IN THE SEAM

CLIP RELIEFS, STIFFENING RIBS AND STRIATIONS OPTIONAL

END OF THIS ACCEPTANCE



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

Project Owner:

Project Name:

Address:

City, State and Zip:

Installer Name:

Material Installation Date:

PART I

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

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

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

PART II

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

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

PART III

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

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

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

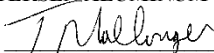
- 2.) After receipt of claim from OWNER, PAC-CLAD will be given a reasonable opportunity to examine, or cause to be examined, the material claimed to be non-conforming. OWNER shall further use reasonable care to protect any disputed material until PAC-CLAD has had time to conduct its own inspection and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

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

PART IV

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

PETERSEN ALUMINUM CORPORATION

By: 
Tony Mallinger, President, CAM

*** Not valid without Authorized Signature***

Date: January 1st, 2025

PAC-CLAD® is a registered trademark of Petersen Aluminum

WITH LIMITED COVERAGE FOR HAIL AND ACCIDENTAL PUNCTURES

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

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

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

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide Carlisle with written notice via the online leak report form, phone, letter, fax, or email within thirty (30) days of any leak in the Carlisle Total Roofing System. See Carlisle's Care and Maintenance Guide, which accompanies this warranty, for contact information. By so notifying Carlisle, the Owner authorizes Carlisle or its designee to investigate the cause of the leak. Should the investigation reveal the cause of the leak to be outside the scope of this Warranty, investigation and repair costs for this service shall be paid by the Owner.
2. If, upon inspection, Carlisle determines that the leak is caused by a defect in the Carlisle Total Roofing System's materials, or workmanship of the Carlisle Authorized Roofing Applicator in installing the same, Owner's remedies and Carlisle's liability shall be limited to Carlisle's repair of the leak. Carlisle shall have sole responsibility in determining the method of repair of the area.
3. This warranty shall not be applicable if, upon Carlisle's inspection, Carlisle determines that any of the following has occurred:
 - (a) The Carlisle Total Roofing System is damaged by: natural disasters, lightning, fire, insects, animals, windblown debris or objects, earthquakes, tornados, hail, hurricanes, and winds of (3 second) peak gust speeds in excess of -- mph measured at 10 meters above ground and hail greater than -- inches in diameter (as reported by the National Climatic Data Center). Carlisle shall not be responsible for any changes in appearance or surface imperfections caused by hail incidents; or
 - (b) Loss of integrity of the building envelope and/or structure, including, but not limited to, partial or complete loss of roof decking, wall siding, windows, roof top units, doors or other envelope components; or
 - (c) All associated building components, including but not limited to the deck substrate, joists, columns and foundation, must also meet wind speed design requirements; or
 - (d) The Carlisle Total Roofing System is damaged by any acts, accidents, misuse, abuse, vandalism, civil disobedience or the like, however, this warranty does provide limited coverage to provide for the repair of any leaks in the Carlisle Total Roofing System caused by accidental punctures (but not including punctures caused by snow removal or other trades during new construction). The extent of this limited warranty to repair punctures shall not exceed -- man hours per year during the life of the warranty; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BY:

AUTHORIZED SIGNATURE

TITLE: Sr. Manager, Technical and Warranty Services

Carlisle Care and Maintenance Guide

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

- Owner must retain records related to the Roofing System. Such records include, but are not limited to: the warranty document and serial number, maintenance inspection logs, rooftop traffic logs, service logs, and invoices for work performed on the roofing system.

- Inspect the roof at least every six months (preferably spring and fall) and immediately following any weather event that includes excessive rainfall, high winds and/or hail warnings. Increased number of rooftop maintenance inspections may be required on some roofs as the location may dictate, such as higher trees near the building which will accumulate leaves and debris on the roof and have adverse effects on drainage. In addition, rooftop maintenance inspections should occur after regular maintenance of any rooftop unit.

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

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

Additional Maintenance Items:

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

What to do if a leak occurs:

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

Alterations to the Roofing System:

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

Warranty Transfer:

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

Premium Colors



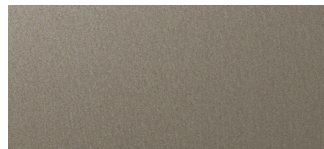
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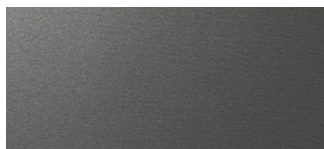
●▲\$\$\$ SILVERSMITH



●▲\$\$ SILVER



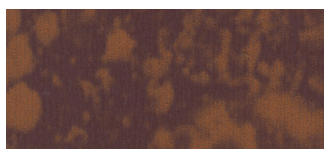
●▲\$\$ CHAMPAGNE



●▲\$\$ WEATHERED ZINC



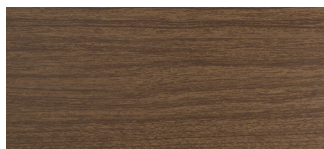
●▲\$\$ COPPER PENNY



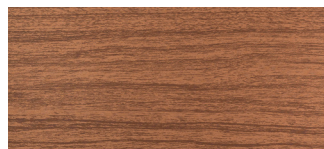
✖\$\$\$ WEATHERED STEEL

Timber Series Wood Grain

Available in 24 gauge steel and .032 aluminum



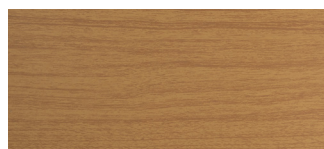
\$\$\$ BROWN TIMBER



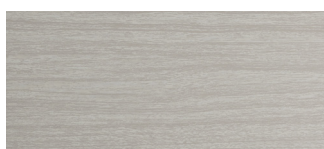
\$\$\$ COPPER TIMBER



\$\$\$ GRAY TIMBER



\$\$\$ TAN TIMBER



\$\$\$ WHITE TIMBER

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

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

See back for color performance and availability chart

Standard Colors



▲\$ BONE WHITE



▲\$ STONE WHITE



▲✖\$ ALMOND



▲\$ SANDSTONE



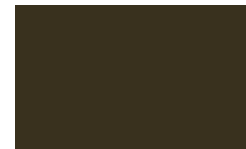
▲\$ SIERRA TAN



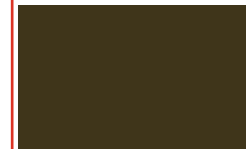
▲✖\$ BUCKSKIN



▲\$ MEDIUM BRONZE



▲✖\$ AGED BRONZE



▲\$ DARK BRONZE



▲\$ BURNISHED SLATE



▲\$ GRANITE



▲✖\$ ANTIQUE BRONZE



▲\$ CLASSIC BRONZE



\$ MIDNIGHT BRONZE



▲\$ MANSARD BROWN



▲\$ CITYSCAPE



▲\$ SLATE GRAY



▲\$ MUSKET GRAY



▲\$ CHARCOAL



▲\$ GRAPHITE



\$ BLACK (fka Black Aluminum)



▲\$ IRON ORE



\$ INKWELL



✖\$ ONYX (fka Matte Black)



\$ TRADITIONAL BLACK



▲\$ TERRA COTTA



▲\$ COLONIAL RED



✖\$ BURGUNDY



▲\$ CARDINAL RED



▲✖\$ MILITARY BLUE



▲\$ PACIFIC BLUE (fka Slate Blue)



\$ INTERSTATE BLUE



✖\$ BERKSHIRE BLUE



\$ AWARD BLUE



▲\$ HEMLOCK GREEN



PAC-CLAD

P E T E R S E N

A CARLISLE COMPANY

IL: 800 PAC CLAD
AZ: 833 750 1935

TX: 800 441 8661
GA: 800 272 4482

MD: 800 344 1400
WA: 833 750 1935



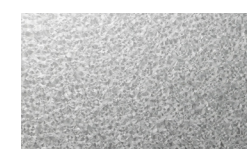
\$ FOREST GREEN



▲✖\$ PATINA GREEN



✖\$ HARTFORD GREEN



\$ GALVALUME PLUS



SECTION 07 54 00
PVC THERMOPLASTIC SINGLE-PLY ROOFING

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

PART 1 GENERAL

1.1 SECTION INCLUDES

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

1.2 REFERENCES

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

1.3 DESIGN CRITERIA

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

1.4 SUBMITTALS

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

1.5 QUALITY ASSURANCE

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

1.6 DELIVERY, STORAGE, AND HANDLING

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

1.7 PROJECT CONDITIONS

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

1.8 WARRANTY

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

PART 2 PRODUCTS

2.1 MANUFACTURERS

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

2.2 SCOPE / APPLICATION

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

2.3 MEMBRANE ATTACHMENT: FULLY ADHERED

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

2.4 INSULATION

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

2.5 INSULATION ADHESIVE

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

2.6 FLASHING ACCESSORIES

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

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

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

2.7 CLEANERS, PRIMERS, ADHESIVES AND SEALANTS

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

2.8 FASTENERS

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

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

2.9 EDGINGS AND TERMINATIONS

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

2.10 WALKWAYS

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

PART 3 EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

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

3.3 SUBSTRATE PREPARATION

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

3.4 INSULATION - SYSTEM DESIGN

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

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

3.5 INSULATION PLACEMENT

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

3.6 INSULATION ATTACHMENT

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

3.7 MEMBRANE PLACEMENT AND ATTACHMENT (Fully Adhered)

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

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

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

3.8 SEAM WELDING

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

3.9 FLASHING

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

3.10 WALKWAYS

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

3.11 DAILY SEALS

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

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

3.12 CLEAN UP

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

3.13 PROTECTION

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

END OF SECTION

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

EXHIBIT “B”

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

V. BUILDING DEPARTMENT

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

h. Reinspection Fees:

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

i. Additional Fees:

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

j. Penalty Fees:

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

Approved by the Town Commission on October 7, 2020

k. Planning & Zoning Fees:

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

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

Refund Policy

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

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

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

Date: _____

To All Proposers:

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

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

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

COMPANY NAME

AUTHORIZED SIGNATURE

PRINTED NAME

(_____) _____
TELEPHONE NUMBER

TITLE

EMAIL ADDRESS

Attachment "A"
Town of Highland Beach
INSURANCE ADVISORY FORM

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

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

PROPOSER ACKNOWLEDGEMENT

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

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

RFP Number: **26-001**

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

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

Name of Proposer: _____

Federal I.D. Number: _____

A Corporation of the State of: _____

Area Code: _____ Telephone Number: _____

Area Code: _____ FAX Number: _____

Mailing Address: _____

City/State/Zip: _____

Vendor Mailing Date: _____

E-Mail Address: _____

Authorized Signature

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

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

By: _____
NAME - SIGNATURE

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

Printed Information:

NAME

TITLE

NOTARY PUBLIC, State of Florida
at Large

COMPANY

"OFFICIAL NOTARY SEAL" STAMP

CONFIRMATION OF DRUG-FREE WORKPLACE

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

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

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

Proposer's Signature

PALM BEACH COUNTY INSPECTOR GENERAL

ACKNOWLEDGMENT

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

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

PROPOSER NAME

By _____

Title: _____

Date: _____

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

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

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

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

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

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

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

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

(Signature)

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

Notary Public
My Commission Expires:

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

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

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

(Print individual’s name and title)

For: _____

(Print name of entity submitting sworn statement)

Whose business address is: _____

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

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

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), FLORIDA STATUTES, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), FLORIDA STATUTES, means a finding of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), FLORIDA STATUTES, means:

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

b. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), FLORIDA STATUTES, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which proposals or apples to proposal on contracts for the provision of

goods or services let by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement (indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Proposer list. (Attach a copy of the final order)

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

(Signature)

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

Notary Public
My Commission Expires:

ADDENDA

TOWN OF HIGHLAND BEACH
FLORIDA

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

RFP NO.: 26-001

DATE SUBMITTED: _____

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

Having studied the documents prepared by: Town of Highland Beach

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

| ADDENDUM | DATE |
|----------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS

PROJECT REFERENCES FOR _____
(NAME OF FIRM)

Company Name:

Address:

Years/Description of Services:

Contact Name:

Phone:

Fax:

E-Mail:

Company Name:

Address:

Years/Description of Services:

Contact Name:

Phone:

Fax:

E-Mail:

Company Name:

Address:

Years/Description of Services:

Contact Name:

Phone:

Fax:

E-Mail:

Company Name:

Address:

Years/Description of Services:

Contact Name:

Phone:

Fax:

E-Mail:

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

“DRAFT”

SUBJECT TO REVISIONS PRIOR TO SIGNING

CONTRACT FOR LIBRARY ROOF REPLACEMENT

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

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

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

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

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

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

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

Article 1. CONTRACT.

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

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

- First Priority: Duly executed change orders
- Second Priority: This contract
- Third Priority: Town’s Request for Proposals (attached hereto as **Exhibit “A”**)
- Fourth Priority: Contractor’s Proposal (attached hereto as **Exhibit “B”**)

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

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

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

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

Article 2. SCOPE OF WORK.

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

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

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

Article 3. PAYMENT PROCEDURES

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

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

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

3.2 In accordance with Section 255.077, Florida Statutes, upon substantial completion, the Contractor shall notify the Town the work is substantially complete and request an inspection. Within five (5) business days thereafter, the Contractor and Town shall make an inspection of the work and begin the development of a draft punch list of items that must be completed by the Contractor prior to the Contractor submitting its final payment request (“Punch List Walkthrough”). The Town shall submit the punch list to the Contractor within fifteen (15) days of the Punch List Walkthrough, and the Contractor shall have ten (10) days to agree to the same. If the Contractor wishes to revise the punch list, it must send the revised punch list to the Town no later than thirty (25) days after reaching substantial completion. Thereafter the parties shall agree on the final punch list no later than thirty (30) days after reaching substantial completion. The punch list shall include every remaining item required to render complete, satisfactory, and acceptable services to the Town and the estimated cost to complete each remaining item. The final agreed upon punch list shall be sent to the Contractor five (5) days after the punch list is finalized. In no event may the Contractor request payment of final retainage until the Contractor has completed all items on the punch list. All items that require correction under the Contract which are identified after the preparation and delivery of the punch list remain the obligation of the Contractor. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to the Contract.

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

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

- 3.4 Notwithstanding the foregoing, the Town shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the Town.
- 3.5 Final payment shall not become due until the Contractor and all of its subcontractors, who timely filed notices to owner, submit to the Town releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the project.
- 3.6 Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.
- 3.7 The Town is exempt from payment of Florida State Sales and Use Tax. Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfil contractual obligations with the Town, nor is Contractor authorized to use the Town's Tax Exemption Number in securing such materials.

Article 4. SUBCONTRACTORS

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

Article 5. CONTRACTOR'S REPRESENTATIONS

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

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

5.4 Contractor has given the Contract Administrator written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the resolution thereof is acceptable to the Contractor.

Article 6. INDEMNITY.

6.1 To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Town, its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract. Contractor shall not be responsible for or be required to indemnify the Town for the Town's own negligent acts or omissions or those of its officers or employees.

6.2 Contractor's liability hereunder shall include all reasonable attorney's fees and costs incurred by the Town in the enforcement of this indemnification provision. This includes claims made by the employees of Contractor against the Town, its officers or employees, and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

6.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes (as amended), and shall survive the termination of this Contract. Nothing contained in the foregoing indemnification or the Contract Documents shall be construed as a waiver of any immunity or limitation of liability the Town may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes, or as an agreement by the Town to indemnify Contractor for any purpose or matter.

Article 7. TERMINATION.

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

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

When any of the above reasons exist, the Town, may without prejudice to any other rights or remedies of the Town and after giving Contractor and Contractor's surety, three (3) days' written notice, and five (5) days to cure, terminate the Contract and

Contract Documents and may finish the Work by whatever reasonable method the Town may deem expedient.

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

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

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

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

Article 8. INSURANCE.

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

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

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

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

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

Article 9. PUBLIC RECORDS.

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

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

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

lgaskins@highlandbeach.us, OR BY MAIL AT TOWN OF HIGHLAND BEACH, 3614 S. Ocean Blvd., HIGHLAND BEACH, FL 33487.

Article 10. MISCELLANEOUS.

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

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

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

Town of Highland Beach
Attn: Town Manager

3614 S. Ocean Blvd.
Highland Beach, FL 33487

and to Contractor as follows:

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

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

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

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

- 10.21 Protection of Property: Contractor shall at all times guard against damage or loss to the property of the Town or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The Town may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of Contractor or its agents. Contractor shall be responsible to safeguard all of their property such as tools and equipment while on site. The Town will not be held responsible for any loss of Contractor property due to theft or vandalism.
- 10.22 Defects: Contractor warrants that all goods and services provided under this Contract will be free of defects in materials and workmanship for a period of one (1) year following completion of all services unless a longer manufacturer warranty applies. The undersigned, upon notice of such defect, shall make the foregoing repairs as soon as reasonably possible or, if such repairs have already been made by the Town, the undersigned, upon receipt of evidence of the costs reasonably incurred by the Town in the making of such repairs, shall forthwith refund same to the Town. Anything herein to the contrary notwithstanding, the Town shall have the sole obligation to perform all maintenance required. Accordingly, the undersigned shall have no liability hereunder in the event that the repairs result from the failure of the Town to properly maintain same or misuse or abuse (except, however, nothing contained herein shall be construed to release the undersigned from liability for damage or defect caused by acts of the undersigned or its employees or agents in connection with the completion by the undersigned of the project).
- 10.23 Audit: Contractor shall permit the Town, or any authorized representatives of the Town, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the Contractor's performance under this Contract including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Contract.
- 10.24 Human Trafficking: Contractor, by signing this Contract as set forth below, attests that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes.
- 10.25 E-Verify: Pursuant to Section 448.095(5), Florida Statutes, Contractor shall:
- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
 - b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Contract) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien;"

- c. Maintain copies of all subcontractor affidavits for the duration of this Contract and provide the same to Town upon request;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Sections 448.09(1) and 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Contract; and
- f. Be aware that if Town terminates this Contract under Section 448.095(5)(e), Florida Statutes, Contractor may not be awarded a contract for at least one (1) year after the date on which this Contract is terminated and will be liable for any additional costs incurred by Town as a result of termination of this Contract.

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

TOWN OF HIGHLAND BEACH, FLORIDA

By: _____
Mayor

ATTEST:

Approved as to form and legal sufficiency:

Lanelda Gaskins, Town Clerk

Leonard G. Rubin, Town Attorney

CONTRACTOR

By: _____

Print Name:

Title:

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

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

Notary Public

Print Name: _____

My commission expires: _____

EXHIBIT “A”

Town’s RFP

EXHIBIT “B”

Contractor’s Proposal

QUALIFICATIONS PROPOSAL

Highlands Beach Library

Roof Replacement Project

Submitted by:

CMM Roofing Inc.

2231 72nd Terrace E | Sarasota, FL 34243

Phone: (941) 232-0888

Field Office: Fort Lauderdale, FL

Cover Letter

April 2026

Project Owner / Selection Committee
Highlands Beach Library Roof Replacement Project
Highlands Beach, Florida

Dear Members of the Selection Committee,

CMM Roofing Inc. is pleased to present this qualifications proposal for the Highlands Beach Library Roof Replacement Project. We are a family-owned, Florida-based commercial roofing contractor with over 20 years of experience delivering high-quality roofing solutions across the state and beyond — and we are confident we are the right partner for this project.

Originally established as a DBA of CMM Commercial Contractors Inc., we have grown into CMM Roofing Inc., completing upwards of \$15 million in commercial roofing work annually. We are fully licensed by the Florida Department of Business and Professional Regulation (DBPR), bonded at \$3 million Single / \$5 million Aggregate, and carry extensive insurance coverage. Our team is certified by the industry's leading manufacturers and is highly experienced in all types of commercial roofing systems.

We understand the unique demands that public and institutional facilities place on a roofing contractor: minimal disruption to operations, strict adherence to schedules, transparent communication, and most importantly, delivering a product that stands the test of Florida's unforgiving climate. We have successfully completed projects for school boards, municipalities, condo associations, HOAs, and private developers — and we bring that same commitment to every project we take on.

We invite you to review the following pages demonstrating our qualifications, certifications, bonding, project history, and references. We believe the depth of our experience, the strength of our team, and the breadth of our manufacturer certifications make CMM Roofing Inc. the clear choice for the Highlands Beach Library.

As always — We've Got You Covered.

Respectfully submitted,

Richard Lees, President

CMM Roofing Inc.
(941) 232-0888

Company Overview

CMM Roofing Inc. is a family-owned and operated commercial roofing contractor headquartered in Sarasota, Florida, with a field office in Fort Lauderdale. Originally operating as a DBA of CMM Commercial Contractors Inc., the company has grown over more than 20 years into one of South Florida's most trusted commercial roofing partners — completing over \$15 million in roofing work annually across Florida and neighboring states.

Unlike many regional competitors, CMM Roofing is not owned by a private equity group. Our hands-on ownership — from President Richard Lees to Vice President Connor Lees — is personally involved from project inception through final completion on every job we take on. This commitment to personal accountability ensures a level of quality and client service that larger, investor-owned firms simply cannot match.

We are a proud member of the National Roofing Contractors Association (NRCA) and hold the prestigious GAF Platinum Elite Commercial Roofing Contractor designation — one of the highest certifications available in the commercial roofing industry.

At a Glance

| | |
|--------------------------|---|
| Years in Business | 20+ years (originally CMM Commercial Contractors Inc.) |
| Annual Volume | Upwards of \$15 Million in completed roofing work |
| Headquarters | Sarasota, FL — Field Office in Fort Lauderdale, FL |
| Ownership | Family-owned and operated — not private equity |
| License | Fully licensed by the Florida DBPR |
| Bonding | \$3M Single / \$5M Aggregate |
| Insurance | Extensive commercial insurance policies |
| Geographic Reach | Florida statewide; Georgia and beyond |
| NRCA Membership | Active member, National Roofing Contractors Association |
| GAF Status | GAF Platinum Elite Commercial Roofing Contractor |

Operational Leadership

CMM Roofing's leadership team brings decades of combined roofing expertise, with hands-on ownership involvement at every level of project execution.

Richard Lees
President

Oversees all sales and customer satisfaction. Richard is actively involved in every project from proposal through completion, ensuring clients have a direct line to ownership throughout the process.

Connor Lees
Vice President

Manages company operations, bidding, and finance. Connor's hands-on approach to project bidding ensures competitive, accurate proposals and sound financial execution on every job.

Michael Barrios
Director of Field Operations

12 years of roofing experience. Manages all field operations and projects, coordinating crews, schedules, and quality control across simultaneous project sites.

Mark Moreno
Chief Superintendent

9 years of roofing experience. Lead superintendent specializing in metal roofing systems, with the expertise to break-form and roll-form metal directly in the field for maximum precision and efficiency.

Patti Gaffney
Project Coordinator

Manages project documentation, scheduling, and client communications, ensuring every project stays on track and all stakeholders remain informed.

Licensing, Bonding & Insurance

CMM Roofing Inc. maintains all required state and local licenses, comprehensive insurance coverage, and substantial bonding to protect project owners on every project.

- Fully licensed by the Florida Department of Business and Professional Regulation (DBPR)
- Performance & Payment Bond: \$3,000,000 Single / \$5,000,000 Aggregate
- Comprehensive General Liability Insurance
- Workers' Compensation Insurance covering all field personnel
- Automobile Liability Insurance

Our bonding capacity — \$3M single, \$5M aggregate — demonstrates our financial strength and provides the Highlands Beach Library and the City with full protection throughout the project. Documentation of all licenses, bonds, and insurance certificates is available upon request.

Manufacturer Certifications

CMM Roofing holds certified installer status with many of the world's leading commercial roofing manufacturers. These certifications require rigorous training, demonstrated installation quality, and ongoing compliance — they are not simply purchased, they are earned. Our certified status grants project owners access to enhanced manufacturer warranties that uncertified contractors cannot offer.

| | | |
|--------------------------------|-----------------|-----------------|
| GAF (Platinum Elite) | Carlisle | Durolast |
| Versico | Garland | Genflex |
| Mulehide | Imetco | Berridge |
| MBCI | | |

Why CMM Roofing Inc. is the Right Choice

CMM Roofing brings a rare combination of scale, expertise, and personal ownership accountability to every project. Here is why we stand apart from other bidders:

1. Proven Public Sector Experience

We have successfully completed roofing projects for school boards, municipalities, housing authorities, military armories, county facilities, fire stations, and public libraries — including the North Miami Public Library (shingle roof replacement, \$155,636) and the City of Dunedin (\$1.2M across multiple buildings). We understand public procurement requirements, documentation standards, and the zero-tolerance approach to disruption that public facilities demand.

2. Financial Strength & Capacity

With \$15M+ in annual volume, bonding up to \$5M aggregate, and a track record of completing large and complex projects simultaneously, CMM Roofing has the financial capacity and manpower infrastructure to execute the Highlands Beach Library project on time and within budget. Our largest individual project award is \$2.179 million — we are not a small contractor learning how to scale.

3. Certified by the Best

Our GAF Platinum Elite status and certifications from Carlisle, Durolast, Versico, Berridge, Imetco, MBCI, Garland, and others mean the project will be installed by a contractor qualified to provide the highest level of manufacturer warranty available. These are not honorary designations — they represent active certification with demonstrated installation competency.

4. Family-Owned Accountability

Unlike many regional competitors now owned by private equity groups, CMM Roofing is family-owned and operated. President Richard Lees and Vice President Connor Lees are directly involved in every project. When you call CMM Roofing, you reach decision-makers — not a call center. This accountability drives our quality and responsiveness on every job.

5. Geographic Reach & Workforce Depth

With headquarters in Sarasota and a field office in Fort Lauderdale, CMM Roofing operates statewide and has completed projects as far north as Georgia and as far south as Marathon in the Florida Keys. We have the logistical infrastructure and skilled labor force to mobilize quickly, staff the project appropriately, and maintain consistent productivity throughout the project lifecycle.

6. Versatility Across All Roofing Systems

From TPO, modified bitumen, and shingle systems to standing seam metal, Decra Villa Tile, clay tile, and PVC — our team is experienced across the full spectrum of commercial roofing systems. Whatever system is specified for Highlands Beach Library, we have installed it before at scale.

Project Approach & Methodology

Experience with Occupied Public Facilities

CMM Roofing is well versed in working on consistently occupied public buildings. Having completed two libraries in the past year alone — with a third library scheduled to commence in early May — we have the hands-on experience and institutional knowledge required to replace a roof while ensuring minimal interruption to daily library activities. The Highlands Beach Library will remain fully operational throughout construction, and our plan is specifically designed with that priority in mind.

Staging Area & Site Access

Our approach for this project is straightforward. We will utilize the north portion of the parking lot directly adjacent to the library — as outlined in the staging area photo below — for material storage and equipment placement. This area will be coned and taped off to prevent patrons from inadvertently entering the work zone.



Proposed Staging and Roof Access Area — Highland Beach Library

Preconstruction Meeting & Submittals

Prior to commencing any work, CMM Roofing will conduct a preconstruction meeting with the City project manager. During this meeting we will confirm the staging area layout, identify and address all points of building entry, and establish a mutual understanding of project protocols. We will also provide detailed submittals including:

- Shop drawings from Petersen PacClad
- A system letter outlining the installation of the specified roofing system
- Engineer-prepared wind pressure calculations outlining perimeter and corner zones
- Product and color samples for owner approval
- A detailed plan of action covering site safety, weekly reporting, proposed schedule, and staging locations

Patron & Pedestrian Safety Plan

Because the existing roof substrate is tile, extra care must be taken during tear-off to protect patrons and pedestrians below. When tear-off activity is centered around the main entrance, CMM Roofing will station a dedicated safety monitor on the ground to ensure the area is clear and safe for patrons entering and exiting the building — eliminating any risk of falling debris. The staging area perimeter will be coned and barrier-taped throughout the project.

Equipment & Debris Removal

For this project, CMM Roofing will deploy a lull/telehandler with a front-mounted bucket to retrieve tear-off debris from the roof. We utilize our own fleet of dump trailers to haul debris off-site, which provides greater flexibility in the staging area and eliminates the need for heavy roll-off dumpsters that can damage concrete and paving. Should a roll-off be required at any point, CMM Roofing will deploy plywood and other dampening materials beneath it to prevent any surface damage.

Dedicated Project Communication

CMM Roofing is committed to proactive, transparent communication throughout construction. Every project is assigned a dedicated Project Coordinator — your primary point of contact for scheduling updates, weather delays, and any unforeseen issues that arise. A dedicated Superintendent will be on-site daily to oversee safe operations and crew coordination. At the conclusion of each week, the Project Coordinator will distribute a written weekly status report including work completed, project photos, any issues encountered, and the projected timeline to completion.

Project Timeline — 5-Week Schedule

CMM Roofing anticipates substantial completion of the Highlands Beach Library roof replacement within five weeks:

| | |
|---------------|--|
| Week 1 | Tear-off of existing tile roof; re-nailing the deck to current code; replacement of any rotten or deteriorated wood; installation of Carlisle WIP High Temperature Underlayment. |
| Week 2 | Installation of metal roofing panels and trim begins. |
| Week 3 | Continued panel and trim installation. |
| Week 4 | Catch-up week — completion of any remaining panels; final trim and detail work. |
| Week 5 | Punch-out, final inspection, and complete site cleanup. |

Scope of Work

Phase 1 — Preparation

- Obtain Notice of Commencement and record. File and pay for permit with the local permitting authority.
- CMM will obtain all required engineering drawings and calculations required to obtain a permit from the local permitting authority.
- CMM will perform a pre-construction meeting to go over set-up areas and staging locations.
- Load roof and distribute weight accordingly for good roofing practice.
- Remove existing Lightning Protection System and store in a safe area; prepare for re-installation upon project completion.

Phase 2 — .040 Aluminum Petersen PAC-Clad Metal Roof Replacement

- Tear off the existing tile roofing system down to the wood decking.
- Remove existing gutters and dispose of. Existing downspouts will remain in place.
- All tear-off debris will be loaded into a CMM Roofing dump trailer and hauled away.
- Re-nail wood deck to current Florida Building Code using 2.5" Ring Shank Nails.
- Replace any damaged, rotten, or missing plywood — billed at \$95.00/sheet. First 10 sheets included at no charge.
- Replace any damaged or rotten fascia boards — billed at \$10.00/linear foot. First 50 linear feet included at no charge.
- Install Carlisle WIP 300 High Temperature Peel and Stick Underlayment across the entire roof deck.
- Install Petersen PAC-Clad SnapClad .040 Aluminum Standing Seam Panels — Kynar 500 finish.
- Install Petersen PAC-Clad .040 Aluminum Drip Edge, Hip and Ridge Cap, Valleys, and all Flashing Details.
- Install new Dektite boots as needed.
- Install new goosenecks as needed.
- Install new 7" K-Style Seamless Gutters. Existing downspouts will be re-used.
- Re-install existing Lightning Protection System and recertify upon completion.
- Jobsite will be swept daily for trash and debris. All waste will be hauled away and disposed of at County Landfill.

Warranties Provided

| Warranty Type | Coverage |
|---------------------------------|----------|
| CMM Workmanship Warranty | 10 Years |
| Weatheright Warranty | 20 Years |
| PVDF Paint Warranty (Kynar 500) | 35 Years |

Pricing

| Description | Price |
|--|----------|
| Permitting, Engineering, and Pre-Construction | Included |
| Tear-Off Existing Tile Roof System | Included |
| Remove & Dispose of Existing Gutters | Included |
| Re-Nail Wood Deck — 2.5" Ring Shank Nails (Florida Building Code) | Included |
| Plywood Replacement — First 10 Sheets Included <i>(Additional sheets billed at \$95.00/sheet)</i> | Included |
| Fascia Board Replacement — First 50 LF Included <i>(Additional LF billed at \$10.00/LF)</i> | Included |
| Carlisle WIP 300 High Temp Peel & Stick Underlayment — Full Deck | Included |
| Petersen PAC-Clad SnapClad .040 Aluminum Standing Seam Panels (Kynar 500) | Included |
| Petersen PAC-Clad .040 Aluminum Drip Edge, Hip/Ridge Cap, Valleys & Flashing | Included |
| New Dektite Boots (as needed) | Included |
| New Goosenecks (as needed) | Included |
| New 7" K-Style Seamless Gutters (Downspouts Re-Used) | Included |
| Re-Install & Recertify Lightning Protection System | Included |
| Daily Jobsite Cleanup & Debris Hauling | Included |
| 10-Year CMM Workmanship Warranty | Included |
| 20-Year Weathertight Warranty | Included |
| 35-Year PVDF Paint Warranty (Kynar 500) | Included |

TOTAL BASE BID — Highlands Beach Library Roof Replacement

\$309,800.00

All pricing is valid for 90 days from the date of this proposal. Unit prices for plywood replacement (\$95.00/sheet) and fascia replacement (\$10.00/LF) apply beyond the included quantities. All work is performed in accordance with the Florida Building Code and applicable local requirements.

Recently Awarded Projects

The following projects have been recently awarded to CMM Roofing Inc., demonstrating our current capacity and active pipeline of commercial work:

| Project | Description | Value |
|---|-------------------------------------|-------------|
| Summer Lakes Condos — Oakland Park | Shingle to Shingle Roof Replacement | \$168,000 |
| Summer Lakes Condos Phase 2 — Oakland Park | Shingle to Shingle Roof Replacement | \$268,000 |
| Bayport Beach & Tennis Club — Longboat Key | 60 Mil TPO Roof Replacement | \$398,000 |
| Bay Pointe A Condo Association — Palmetto Bay | Stone Coated Metal Roof Replacement | \$249,800 |
| Lake Shore Middle School — Palm Beach County | Shingle to Shingle Roof Replacement | \$2,179,800 |
| St. Lucie County — Lakewood Park Branch Library | Roof Replacement | \$252,665 |
| City of Hialeah Housing Authority — Villa Aida | Roof Replacement | \$78,778 |
| Bayport 2027 Roof Replacement | Roof Replacement | \$224,888 |

Major Projects Completed — Past Year

The following is a representative sample of major projects completed by CMM Roofing within the past year:

| Project | Description | Value |
|---|--|-------------|
| City of Dunedin — Multiple Buildings | TPO Roof Replacement | \$1,200,000 |
| Seven Springs Condos | Roof Replacement | \$450,000 |
| Hammon Park Condos — Lake Worth Beach | Tile to Metal Roof Replacement | \$115,000 |
| North Miami Public Library | Shingle Roof Replacement | \$155,636 |
| Peter Lawrence Clipper Building — Doral | 60 Mil TPO Roof Replacement | \$221,878 |
| St. Petersburg Armory | 60 Mil TPO Roof Replacement | \$444,000 |
| City of Hialeah — Victor Wilde Community Center | 3 Ply Modified Bitumen Roof Replacement | \$400,000 |
| Bermuda Building Condo Association | 60 Mil TPO Roof Replacement | \$192,788 |
| Brynnwood Condo Association | 60 Mil TPO Roof Replacement | \$378,000 |
| Timbercreek Condo Association — Naples | 15,000 sqft TPO / Tapered PolyIso / Shingle Mansard | \$685,000 |
| Sarasota Rosemary District | 10,000 sqft TPO over 1.5" PolyIso | \$170,000 |
| Reflections Apartments | 50,000 sqft Shingle Re-Roof; Replace Soffit & Fascia | \$300,000 |
| Bronson & Williston Elementary School Re-Roofs | 100,000 sqft Shingle to Shingle Re-Roofs | \$525,000 |
| Sarasota Palms Buildings 1–3 | 50,000 sqft TPO with Tapered Insulation | \$600,000 |
| Flamingo Gardens Apartments | 85,000 sqft Shingle Roof | \$350,000 |
| New College Pritzker Building | 6,000 sqft TPO + 7,000 sqft Decra Metal | \$168,000 |

Client References

The following clients can speak directly to CMM Roofing's workmanship, professionalism, and ability to deliver on complex commercial projects. We encourage the selection committee to contact these references.

| Client / Project | Location | Contact | Phone / Email |
|---|----------------------|-----------------|---|
| City of Dunedin \$1.2M — Multiple Buildings | Dunedin, FL | Mike Larson | 415-471-0117 MLarson@DunedinFL.Net |
| Bayport Beach & Tennis Club \$500K+ TPO Replacements | Longboat Key, FL | Wally Bekta | 708-308-3300 wbekta@gmail.com |
| Charles Perry Partners Inc. Various Projects Statewide | Various, FL | Rob Tipton | 386-853-5516 Rob.Tipton@CPPI.com |
| Hammon Park \$115K Tile to Metal | Lake Worth Beach, FL | Chris Blanton | 954-849-8960 cblanton@amermortcorp.com |
| Murex Properties \$325K Shingle Replacements | Bradenton, FL | Scott Angle | 941-758-5731 sangle@murexproperties.com |
| Peter Lawrence — Clipper Building \$221K+ TPO Replacement | Doral, FL | Cary DeBien | 305-599-6363 CDeBien@peterlawrence.com |
| North Miami Public Library \$155K Shingle Replacement | N. Miami, FL | Maritza Santana | 305-891-5535 msantana@northmiamifl.gov |
| Salvation Army TPO Roof Replacement | West Palm Beach, FL | Bruce Garabrant | 561-686-3530 Bruce.Garabrant@uss.s.salvationarmy.org |

Closing Statement

CMM Roofing Inc. stands ready to deliver a superior roofing solution for the Highlands Beach Library — on time, on budget, and with the quality and accountability that only a family-owned, owner-operated company can provide. Our 20+ years of Florida commercial roofing experience, our manufacturer certifications, our bonding capacity, and our deep roster of satisfied public-sector clients all speak to our readiness for this project.

We appreciate your consideration and look forward to the opportunity to serve the Highlands Beach community. Please do not hesitate to contact us with any questions.

Richard Lees, President — CMM Roofing Inc.

(941) 232-0888 | 2231 72nd Terrace E, Sarasota, FL 34243

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

PRICE SHEET

Date: 4/17/26

To All Proposers:

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

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

| Options | DESCRIPTION | UNIT OF MEASURE | TOTAL PRICE |
|---------|--|-----------------|--------------|
| 1. | SCORED: Roof Replacement – Library | LS | \$309,800.00 |
| | | | |
| 2. | NON-SCORED OPTIONAL ADD ON: Roof Replacement – Water Treatment Plant/Building Department | LS | \$316,200.00 |

CMM Roofing, Inc.
COMPANY NAME

C Lees
AUTHORIZED SIGNATURE

Connor Lees
PRINTED NAME

(941) 232-0888
TELEPHONE NUMBER

Vice President
TITLE

clees@cmmroofing.com
EMAIL ADDRESS

PROPOSER ACKNOWLEDGEMENT

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

RFP Title: "LIBRARY ROOF REPLACEMENT"

RFP Number: 26-001

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

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

Name of Proposer: CMM Roofing, Inc.

Federal I.D. Number: 88-1858329

A Corporation of the State of: Florida

Area Code: 941 Telephone Number: 232-0888

Area Code: _____ FAX Number: _____

Mailing Address: 2231 72nd Terrace E.

City/State/Zip: Sarasota, FL 34243

Vendor Mailing Date: 4/17/26

E-Mail Address: clees@cmmroofing.com Clees
Authorized Signature

NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER

State of Florida

County of Mauwakee

Connor Lees, being first duly sworn, deposes and says that:

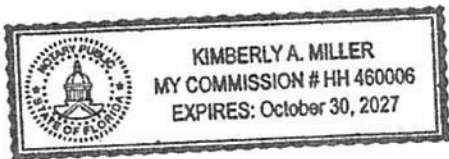
- 1) He is Vice President of CMM Roofing, Inc.
(Title) (Name of Corporation or Firm)
 the proposer that has submitted the attached proposal;
- 2) He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- 3) Said proposal is genuine and is not a collusive or sham proposal;
- 4) Further, the said proposer 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 proposer, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from proposing 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 proposer, firm or person to fix the price or prices in the attached proposal or of any other proposer, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other proposer, 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 proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) [Signature]

(Title) Vice President

Subscribed and sworn to before me
by means of physical presence or online notarization
This 17 day of April 20 26

My commission expires 10/30/27
[Signature]



ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

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

By: Connor Lees
NAME - SIGNATURE

Sworn and subscribed before me by means of X physical presence or ___ online notarization this 17 day of April, 2026

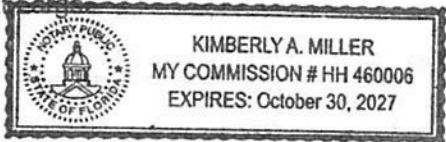
Printed Information:

Connor Lees
NAME

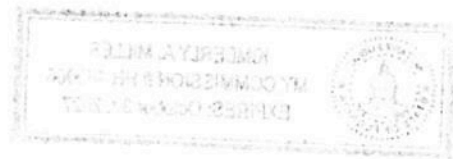
Vice President
TITLE

CMM Roofing, Inc.
COMPANY

Kimberly A. Miller
NOTARY PUBLIC, State of Florida
at _____



"OFFICIAL NOTARY SEAL" STAMP

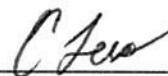


CONFIRMATION OF DRUG-FREE WORKPLACE

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

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

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



Proposer's Signature

PALM BEACH COUNTY INSPECTOR GENERAL

ACKNOWLEDGMENT

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

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

CMM Roofing, Inc.
PROPOSER NAME

By CLaw Connor Lees

Title: Vice President

Date: 4/17/26

SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES

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

by Connor Lees, Vice President
(print individual's name and title)
for CMM Roofing, Inc.
(print name of entity submitting sworn statement)

whose business address is 2231 72nd Terrace E., Sarasota,
FL 34243

and (if applicable) its Federal Employer Identification Number (FEIN) is: 88-1858329

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

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

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

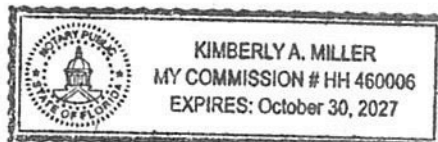
As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.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

C Lees

(Signature)

The foregoing document was sworn and subscribed before me by means of physical presence or _____ online notarization this 17 day of April, 2026 by CONNOR LEES, as VICE PRESIDENT of CMM ROOFING INC who is personally known to me or produced _____ as identification.

Kimberly A Miller
Notary Public
My Commission Expires: 10/30/27



26

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**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:

Connor Lees, Vice President
(Print individual's name and title)

For: CMM Roofing, Inc.
(Print name of entity submitting sworn statement)

Whose business address is: 2231 72nd Terrace E., Sarasota, FL 34243

And (if applicable) its Federal Employer Identification Number (FEIN) is: 88-1858329

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), FLORIDA STATUTES, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), FLORIDA STATUTES, means a finding of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), FLORIDA STATUTES, means:

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

b. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), FLORIDA STATUTES, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which proposals or apples to proposal on contracts for the provision of

goods or services let by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement (indicate which statement applies).

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

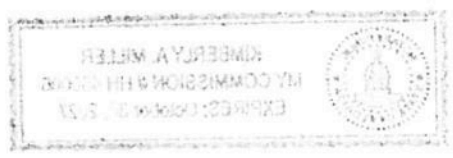
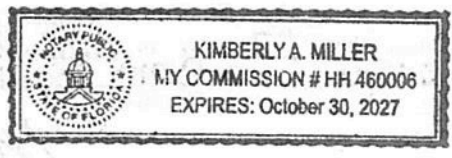
The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Proposer list. (Attach a copy of the final order)

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

C. Lee
(Signature)

The foregoing document was sworn and subscribed before me by means of physical presence or online notarization this 17 day of April, 2026 by Cannon Lee, as Vice President of Cmm Roofing, Inc who is personally known to me or produced _____ as identification.

Kimberly A Miller
Notary Public
My Commission Expires: 10/30/27



ADDENDA

TOWN OF HIGHLAND BEACH
FLORIDA

RFP TITLE: "LIBRARY ROOF REPLACEMENT"

RFP NO.: 26-001

DATE SUBMITTED: 4/17/26

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

Having studied the documents prepared by: Town of Highland Beach

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

| ADDENDUM | DATE |
|-------------------|-------------------|
| <u>1</u> | <u>3/31/26</u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS

PROJECT REFERENCES FOR CMM Roofing, Inc.
(NAME OF FIRM)

Company Name:
Department of Military Affairs - Sanford Armory (Charles Perry Partners, Inc.)
Address:
915 E. 1st St., Sanford, FL 32771
Years/Description of Services: 2025
Full installation of a 10,000 sqft Berridge Standing Seam Metal Roofing System.
Job was completed while the Military site remained operational.
Contact Name:
Rob Tipton
Phone: (386) 853-5516 Fax: E-Mail: Rob.Tipton@cpi.com

Company Name:
City of Dunedin
Address:
330 Douglas Ave., 223 Douglas Ave, 1920 Pinehurst Rd., Dunedin, FL 34698
Years/Description of Services: 2024
Large-scale roofing project encompassing approx. 100,000 sqft of TPO roofing across 3 city owned buildings (Library, Senior Center, Community center).
Contact Name:
Mike Larson
Phone: (415) 471-0117 Fax: E-Mail: MLarson@dunedinfl.net

Company Name:
Orlando Housing Authority
Address:
390 North Bumby Ave., Orlando, FL 32803
Years/Description of Services: 2025
Replacement of existing roof system with a 24ga Mechanical Seam metal roof.
Contact Name:
Glenn LaStella
Phone: (407) 648-0002 ext. 3127 Fax: E-Mail: Glenn.Lastella@ori-oha.org

Company Name:
North Miami Public Library
Address:
835 NE 132nd St., North Miami, FL 33161
Years/Description of Services: 2026
Complete Shingle roof replacement, ensuring improved weather protection and extend service life. Scope included removal of existing roof, inspection of substrate, + install.
Contact Name:
Maritza Santana
Phone: (305) 893-6511 ext. 11006 Fax: E-Mail: msantana@northmiami.fl.g

| | | |
|---|------|--------------------------------------|
| Company Name: Peter Lawrence Clipper Building | | |
| Address: 9515 NW 13 th St., Miami, FL 33172 | | |
| Years/Description of Services: 2026 Project included the install of a 60mil TPO roofing system to enhance energy efficiency and provide long-term waterproofing performance. | | |
| Contact Name: Cary DeBien | | |
| Phone: (305) 599-6363 | Fax: | E-Mail: CDeBien@peterlawrence.com |

Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LEES, CONNOR

CMM ROOFING, INC.
2231 72ND TERRACE E
SARASOTA FL 34243

LICENSE NUMBER: CCC1334661

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/26/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

CMM ROOFING, INC.

Filing Information

| | |
|------------------------|--------------|
| Document Number | P20000022322 |
| FEI/EIN Number | 88-1858329 |
| Date Filed | 03/09/2020 |
| Effective Date | 03/08/2020 |
| State | FL |
| Status | ACTIVE |

Principal Address

2231 72nd Terrace E
Sarasota, FL 34243

Changed: 08/29/2024

Mailing Address

PO Box 110
Voorhees, NJ 08043

Changed: 08/29/2024

Registered Agent Name & Address

LEES, Connor
2231 72nd Terrace East
Sarasota, FL 34243

Name Changed: 07/31/2022

Address Changed: 04/14/2025

Officer/Director Detail

Name & Address

Title VP

LEES, Connor
2231 72nd Terrace E
Sarasota, FL 34243

Annual Reports

| Report Year | Filed Date |
|-------------|------------|
| 2024 | 04/18/2024 |
| 2025 | 04/14/2025 |
| 2026 | 04/15/2026 |

Document Images

| | |
|---|--|
| 04/15/2026 -- ANNUAL REPORT | View image in PDF format |
| 04/14/2025 -- ANNUAL REPORT | View image in PDF format |
| 04/18/2024 -- ANNUAL REPORT | View image in PDF format |
| 05/08/2023 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 03/07/2023 -- ANNUAL REPORT | View image in PDF format |
| 07/31/2022 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 04/29/2022 -- ANNUAL REPORT | View image in PDF format |
| 03/07/2021 -- ANNUAL REPORT | View image in PDF format |
| 03/09/2020 -- Domestic Profit | View image in PDF format |

2026 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P20000022322

Entity Name: CMM ROOFING, INC.

Current Principal Place of Business:

2231 72ND TERRACE E
SARASOTA, FL 34243

Current Mailing Address:

PO BOX 110
VOORHEES, NJ 08043 US

FEI Number: 88-1858329

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

LEES, CONNOR
2231 72ND TERRACE EAST
SARASOTA, FL 34243 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: CONNOR LEES

04/15/2026

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title VP
Name LEES, CONNOR
Address 2231 72ND TERRACE E
City-State-Zip: SARASOTA FL 34243

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CONNOR LEES

VICE PRESIDENT

04/15/2026

Electronic Signature of Signing Officer/Director Detail

Date

Town of Highland Beach

3614 South Ocean Boulevard • Highland Beach, Florida 33487

ADDENDUM No. 1

DATE: March 31, 2026
RFP No. 26-001 – Library Roof Replacement

This addendum to the drawings, specifications, and/or contract documents is issued to provide additional information and clarification to the original RFP specifications and Proposal 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.

Clarifications and Q&A

Q: Are we allowed to use any other manufacturer for the metal panels other than Carlisle?

A: The RFP states "If a product other than that specified is proposed, it is the vendor's responsibility to identify such a product within the proposal and to prove to the Town that said product is equal to that specified and to submit brochures, samples, product approvals, and/or specifications in detail on the item(s) submitted. The Town shall be the sole judge concerning the merits of the proposal submitted." Proposers may submit substitutions, but deviations from the Town's requested material specifications may affect scoring.

Q: Is Dark Bronze the final color chosen by the owner?

A: Yes

Q: Are we allowed to use a local manufacturer's Polyglass SA XFR for peel & stick underlayment as long as the metal manufacturer approves?

A: Proposers may submit substitutions, but deviations from the Town's requested material specifications may affect scoring.

Q: Is there any insulation to be installed under the metal roof? If so, what is the R Value?

A: No

Q: Is the contractor responsible for the mitigation of all existing truss straps?

A: Yes, if needed.

Q: A lightning protection system was observed on the library roof. Could you please clarify whether this system is to be upgraded, removed and reinstalled, or left in place?

A: The awarded contractor will be responsible for removing and re-installing the existing lightning protection system.

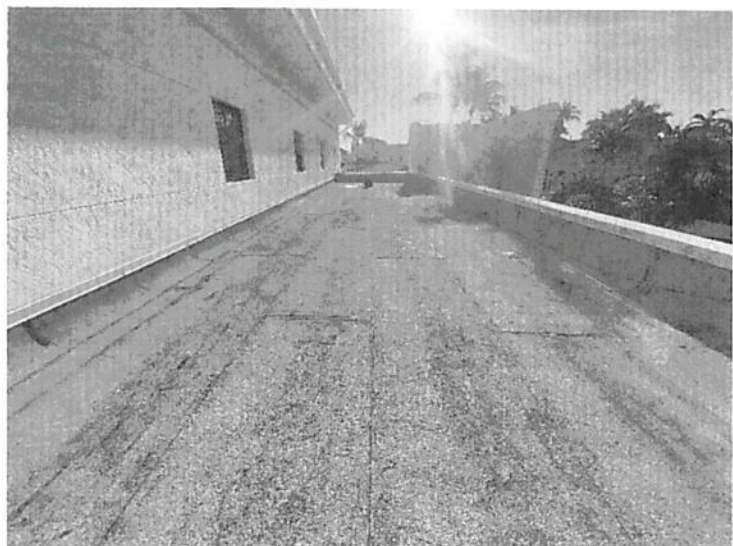
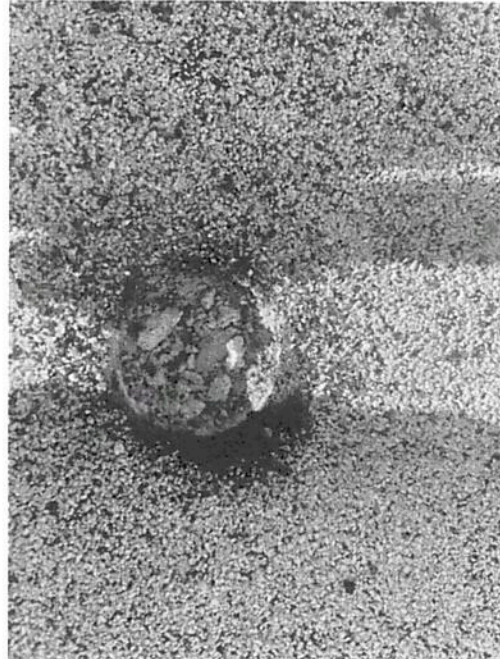


Town of Highland Beach

3614 South Ocean Boulevard • Highland Beach, Florida 33487

Flat Roof Core Sample Results

The flat roof was found to have a structural concrete deck with lightweight insulating concrete over it. The slope is on the LWIC and there is no ISO or cover board. It is a two layered modified bitumen roofing system.





Town of Highland Beach

3614 South Ocean Boulevard • Highland Beach, Florida 33487

ACKNOWLEDGEMENT OF ADDENDUM No. 1

RFP NO. 26-001 – Library Roof Replacement

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

Connor Coos

PRINT NAME OF REPRESENTATIVE

[Signature]

SIGNATURE OF REPRESENTATIVE

CMM Roofing Inc

NAME OF COMPANY

4/17/26

DATE

Date: April 15, 2026

**Re: Highland Beach Library
Highland Beach, FL**

Project Review Number: PACACW26262

PAC Clad has reviewed the bid documents for the above referenced project and has concluded that the roof assembly is eligible for the Petersen 20-Year Type #2 Standard Weather Tightness Warranty (WTW) per the project specifications.

The following is the approved NOA-No.: 22-1104.12 assembly as specified for the metal roofing and included in our total system warranty package unless otherwise noted below:

Metal Roof Panel

- PAC-CLAD .040 Snap Clad Panels 18" o.c.
- Snap Clad Stainless Steel UL Clips
- #10-12 PHW Stainless Steel Fasteners, two per clip
- PAC Clad HT Underlayment or approved equal
- Panel clip fasteners installed into CDX plywood
- Clip Spacing per NOA-No.: 22-1104.12

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

- Complexity Level = 2

Notes:

- This review was performed from a takeoff software program. Any field deviations from the provided report or areas that could not be observed must be addressed by the field service representative and could impact the warranty.

Warranties:

- 35yr Non Pro-rated Standard Paint Finish Warranty
- 20-Year Type #2 Standard Weather Tightness Warranty (WTW)

Exclusions: Standard warranty language (vented flashing, crickets, penetrations, gutters, etc.). Engineering Calculations.

The above assembly is based upon information provided at the time of the review. Any changes or deviations must be re-submitted for review before installation or could result in a decline of the warranty.

** Wind pressure qualifier in all letters based on performance information available at the time of the review.



PAC-CLAD

A **CARLISLE** COMPANY

Please contact me if you have any questions.

Respectfully,

Ben Wildasin

Design Analyst

Ben.Wildasin@CAMetal.com

Elk Grove Village - Baltimore – Tyler – Acworth – Bonney Lake - Phoenix
(p) 800.PAC.CLAD www.pac-clad.com (f) 800.722.7150

Date: April 15, 2026

**Re: Highland Beach WTP
Highland Beach, FL**

Project Review Number: PACACW26263

PAC Clad has reviewed the bid documents for the above referenced project and has concluded that the roof assembly is eligible for the Petersen 20-Year Type #2 Standard Weather Tightness Warranty (WTW) per the project specifications.

The following is the approved NOA-No.: 22-1104.12 assembly as specified for the metal roofing and included in our total system warranty package unless otherwise noted below:

Metal Roof Panel

- PAC-CLAD .040 Snap Clad Panels 18" o.c.
- Snap Clad Stainless Steel UL Clips
- #10-12 PHW Stainless Steel Fasteners, two per clip
- PAC Clad HT Underlayment or approved equal
- Panel clip fasteners installed into CDX plywood
- Clip Spacing per NOA-No.: 22-1104.12:

| TABLE A MAXIMUM DESIGN PRESSURES | | |
|-------------------------------------|------------|-----------------------------------|
| Roof Areas | Field | Perimeter and Corner ¹ |
| Maximum Design Pressures | -110.5 psf | -174.25 psf |
| Maximum Plywood Nail Spacing | 6" o.c. | 3" o.c. |
| Maximum Clip Spacing | 24" o.c. | 6" o.c. |

1. Extrapolation shall not be allowed

- Complexity Level = 2

Notes:

- This review was performed from a takeoff software program. Any field deviations from the provided report or areas that could not be observed must be addressed by the field service representative and could impact the warranty.

Warranties:

- 35yr Non Pro-rated Standard Paint Finish Warranty
- 20-Year Type #2 Standard Weather Tightness Warranty (WTW)

Exclusions: Standard warranty language (vented flashing, crickets, penetrations, gutters, etc.). Engineering Calculations.

The above assembly is based upon information provided at the time of the review. Any changes or deviations must be re-submitted for review before installation or could result in a decline of the warranty.

** Wind pressure qualifier in all letters based on performance information available at the time of the review.



PAC-CLAD®

A **CARLISLE** COMPANY

Please contact me if you have any questions.

Respectfully,

Ben Wildasin

Design Analyst

Ben.Wildasin@CAMetal.com

Elk Grove Village - Baltimore – Tyler – Acworth – Bonney Lake - Phoenix

(p) 800.PAC.CLAD www.pac-clad.com (f) 800.722.7150

LIBRARY ROOF REPLACEMENT

BID DUE DATE: 4/21/26
RFP NO. 26-001

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

| VENDORS | Business Name: A1 Pro Roofing LLC Address: 7666 Seabreeze Dr. Lake Worth, FL 33467 Contact Info: Norma Rodriguez 954-955-0265 info@a1proroofing.com | Business Name: Black Girl With A Hammer LLC Address: 7900 NW 27th Ave. #236 Miami, FL 33147 Contact Info: Stephanie Ekunkonyi 954-200-9934 info@bgwh.org | Business Name: Crowther Roofing Address: 15865 Assembly Loop Jupiter, FL 33478 Contact Info: Randy Keyes 561-624-9400 crowtherservicepb@crowther.net | Business Name: Roof Runners USA Corp. Address: 757 NE 126th St. Miami, FL 33161 Contact Info: Kami Critchley 305-490-3963 info@roof-runners.com | Business Name: Casprode LLC Address: 3731 N Country Club Dr. Ste. 2225 Aventura, FL 33180 Contact Info: Luis Escudero 407-928-8615 info.casprode@gmail.com | Business Name: Crest Roofing LLC Address: 1301 N Congress Ave. Ste. 4001 Boynton Beach, FL 33426 Contact Info: Todd Anderson 561-586-5866 support@crestroofingllc.com | Business Name: Solarguard Roofing Inc. Address: 1515 N Federal Hwy. Boca Raton, FL 33432 Contact Info: George Jawde 561-239-9923 george@solarguardroofing.com | Business Name: Headway Construction LLC Address: 12586 79th Ct. N West Palm Beach, FL 33412 Contact Info: Manuel Diaz 561-247-7076 headwayconstructionllc@gmail.com | Business Name: Cunano Builders Corporation Address: 15420 SW 136th St. Unit 32 Miami, FL 33196 Contact Info: Orlando Fernandez 786-258-3719 cunanobc@gmail.com | Business Name: Bowhead Roofing Address: 8348 NW 56th St. Doral, FL 33166 Contact Info: Hubert Gonzalez 786-412-5256 marketing@bowheadroofing.com | Business Name: Apex Roofing USA Address: 281 NE 32nd St. Oakland Park, FL 33334 Contact Info: Henry Gembala 954-565-1567 estimating1@apexroofing.net | Business Name: Grace Roofing and Sheet Metal Enterprise LLC Address: 12500 NW 35th St. Coral Springs, FL 33065 Contact Info: Deborah Forbush 954-733-7332 dforbush@gracerroofing.net | Business Name: CMM Roofing Inc. Address: 2231 72nd Terrace E Sarasota, FL 34243 Contact Info: Connor Lees 941-232-0888 clee@cmmroofing.com | Business Name: Advanced Roofing Inc. Address: 1950 NW 22nd St. Fort Lauderdale, FL 33311 Contact Info: Robert Komahrens 954-522-8868 justicaps@advancedroofing.com |
|---|--|---|---|--|---|--|--|--|---|---|---|---|---|---|
| PRIMARY PROPOSAL PRICE | \$395,735.00 | \$349,680.00 | \$288,875.00 | \$325,350.00 | \$261,629.00 | \$310,011.00 | \$305,750.00 | \$311,458.00 | \$326,819.00 | \$324,000.00 | \$392,000.00 | \$433,745.00 | \$309,800.00 | \$499,827.00 |
| SECONDARY PROPOSAL PRICE | \$355,735.00 | \$163,980.00 | \$276,785.00 | \$311,287.50 | \$272,133.20 | \$331,393.00 | \$326,000.00 | \$297,485.00 | \$316,623.00 | \$330,000.00 | \$361,000.00 | \$414,007.00 | \$316,200.00 | \$474,999.00 |
| TOTAL PRICE | \$751,470.00 | \$513,660.00 | \$565,660.00 | \$636,637.50 | \$533,762.20 | \$641,404.00 | \$631,750.00 | \$608,943.00 | \$643,442.00 | \$654,000.00 | \$753,000.00 | \$847,752.00 | \$626,000.00 | \$974,826.00 |
| ORIGINAL, ONE (1) COPY, AND ONE (1) ELECTRONIC COPY | | | X | X | | | X | X | X | X | X | | X | X |
| BIDDER'S ACKNOWLEDGEMENT | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| NON-COLLUSION AFFIDAVIT | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| ANTI-KICKBACK AFFIDAVIT | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| CONFIRMATION OF A DRUG FREE WORKPLACE | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| ACKNOWLEDGEMENT OF PBC INSPECTOR GENERAL | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| SCRUTINIZED COMPANIES CERTIFICATION FORM | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| PUBLIC ENTITY CRIMES SWORN STATEMENT | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| ADDENDA ACKNOWLEDGEMENT | X | X | | X | | X | X | X | X | X | X | X | X | X |
| REFERENCES | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| COMMENTS: | Missing electronic copy, duplicated references, submitted alternate - Englert | No paper or electronic copies, duplicated references | No addendum or evaluation criteria | Submitted alternate - Metal Alliance? | No original, addendum, or evaluation criteria | No paper copy | No evaluation criteria | No evaluation criteria | No evaluation criteria | No evaluation criteria | Submitted alternate - Englert | No evaluation criteria | No paper or electronic copy | |

Opened by: Skender Coma 4/21/26
Tabulated by: Skender Coma 4/21/26

RFP FOR LIBRARY ROOF REPLACEMENT

RFP No.: 26-001

SUMMARY OF REVIEWERS SCORES - SELECTION COMMITTEE MEETING (RANKING) - 4/30/26 AT 10 AM

| | Summary of Qualifications | Approach and Methodology | Total Project Cost | Individual Score Totals | TOTALS | RANK |
|-------------------------------|---------------------------|--------------------------|--------------------|-------------------------|-----------|------|
| | MAX - 35 | MAX - 35 | MAX - 30 | MAX - 100 Per Person | MAX - 300 | |
| Bowhead Roofing | | | | | | |
| Sergio Gonzalez | 34.00 | 34.00 | 28.7 | 96.7 | 279.1 | 2 |
| Madison Noonan | 33.00 | 31.00 | 28.7 | 92.7 | | |
| Jeff Remas | 30.00 | 31.00 | 28.7 | 89.7 | | |
| CMM Roofing Inc. | | | | | | |
| Sergio Gonzalez | 34.00 | 35.00 | 30.0 | 99.0 | 294.0 | 1 |
| Madison Noonan | 34.00 | 33.00 | 30.0 | 97.0 | | |
| Jeff Remas | 34.00 | 34.00 | 30.0 | 98.0 | | |
| Crest Roofing LLC | | | | | | |
| Sergio Gonzalez | 32.00 | 30.00 | 29.9 | 91.9 | 263.7 | 3 |
| Madison Noonan | 15.00 | 30.00 | 29.9 | 74.9 | | |
| Jeff Remas | 33.00 | 34.00 | 29.9 | 96.9 | | |
| Roof Runners USA Corp. | | | | | | |
| Sergio Gonzalez | 33.00 | 30.00 | 28.6 | 91.6 | 254.8 | 4 |
| Madison Noonan | 30.00 | 15.00 | 28.6 | 73.6 | | |
| Jeff Remas | 31.00 | 30.00 | 28.6 | 89.6 | | |



RESOLUTION NO. 2026-007

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AMENDING RESOLUTION NO. 2025-023, WHICH APPROPRIATED FUNDS FOR THE 2025-2026 FISCAL YEAR BUDGET; PROVIDING FOR AN AMENDMENT TO THE GENERAL FUND (FUND 001) TO COMPLETE THE LIBRARY ROOF REPLACEMENT PROJECT AS IDENTIFIED IN THE APPROVED CAPITAL IMPROVEMENT PLAN; PROVIDING FOR FINDINGS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission adopted its Fiscal Year 2025-2026 Budget on September 18, 2025, by Resolution No. 2025-023, effective October 1, 2025; and

WHEREAS, the Town of Highland Beach has identified the completion of the Library Roof Replacement Project as a priority project within its adopted Capital Improvement Plan (CIP); and

WHEREAS, the Town Commission finds that amending the Fiscal Year 2025-2026 General Fund Budget is necessary and in the best interest of public safety and fiscal responsibility to address the deficiencies and complete the Library Roof Replacement Project; and

WHEREAS, the specific budget amendment is detailed in Exhibit “I”, attached hereto and incorporated herein by reference.

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

Section 1. The foregoing “Whereas” clauses are ratified and confirmed as being true and correct and are incorporated herein by reference.

Section 2. The Fiscal Year 2025-2026 Budget, as adopted under Resolution No. 2025-023 R, is hereby amended to include the appropriation adjustments outlined in Exhibit “I” for the purpose of completing the Library Roof Replacement Project.

Section 3. The Town Manager, or designee, is hereby authorized to take all necessary administrative and budgetary actions to implement this amendment in accordance with applicable laws and accounting standards.

Section 4. This Resolution shall become effective immediately upon its passage and approval.

DONE AND DULY ADOPTED by the Town Commission of the Town of Highland Beach, Florida, this 12th day of **May**

2026.

Natasha Moore, Mayor

ATTEST:

**REVIEWED FOR LEGAL
SUFFICIENCY:**

Lanelda Gaskins, MMC
Town Clerk

Leonard Rubin, Town Attorney
Town of Highland Beach

VOTES:

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

YES NO

EXHIBIT 1
FUND 001— GENERAL FUND
AMENDMENT TO
FY 2026 OPERATING BUDGET

The following item is an amendment to the existing FY 2026 General Fund Operating Budget to account for the completion of the Library Roof Replacement Project.

REVENUES/EXPENDITURES

| Account No. | Description | Current Budget Amount | Amendment Amount | New Budget Amount |
|---------------------|--------------------------|------------------------------|-------------------------|--------------------------|
| 001-590.000-599.200 | Appropriation to Reserve | \$288,946 | (\$275,000) | \$13,946 |
| 001-519.000-546.000 | Repairs & Maintenance - | \$150,000 | (\$35,000) | \$115,000 |
| 001-519.000-562.000 | Buildings | \$165,000 | \$310,000 | \$475,000 |

File Attachments for Item:

E. Consideration to approve and authorize the Town Manager to purchase two 2026 Ford Explorers in an amount not to exceed \$86,319.50 for the Fire-Rescue Department.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting
MEETING DATE May 12, 2026
SUBMITTED BY: Skender Coma, Senior Management Analyst
SUBJECT: Authorize Purchase of Two Vehicles for Fire Rescue Department

SUMMARY:

Town staff is seeking authorization to purchase two 2026 Ford Explorers for Fire Rescue command staff. One will be assigned to each Assistant Fire Chief and will be operated in accordance with the Town's Take Home Vehicle Policy.

The vehicles were sourced directly through Mullinax Ford and are priced based on Ford's Government Price Concession discount.

FISCAL IMPACT:

\$86,319.50 (001-522.000-564.000)

ATTACHMENTS:

Quote

RECOMMENDATION:

Authorize purchase of two vehicles for Fire Rescue Department.

Date: 04/29/2026

VEHICLE BUYER'S ORDER

| Buyer Name and Address | Co-Buyer Name and Address | Seller Name and Address |
|--|---|---|
| ENTERPRISE FM TRUST 2281 BALL DR ST LOUIS MO 63146 County: SAINT LOUIS Email: CORPORATESTOCKPAYABLES@EFL Phone: 800-325-8838 Cell: 800-325-8838 | N/A County: N/A Phone: N/A Cell: N/A | MULLINAX FORD OF PALM BEACH 1210 NORTHLAKE BLVD LAKE PARK, FL 33403 Salesperson: ROBERT NICOL |

Agreement to Purchase. Buyer and Co-Buyer agree to buy the vehicle described below ("Vehicle") from Seller. By signing this Buyer's Order ("Agreement"), you choose to buy the Vehicle for the amount and on the terms on all pages of this Agreement. "Buyer" and "you" refer to the above Buyer and Co-Buyer, separately and together. "Dealer," "we," "us," and "our" refer to the above Seller. In this Agreement, (e) means an estimate.

Vehicle Description

| Year: | Make: | Model: | Mileage: | Vehicle Identification Number: |
|--------------------------|------------|----------|---------------|--------------------------------|
| 2026 | FORD | EXPLORER | 20 | 1FMUK7DH5TGB70477 |
| New/Used/Demo/Executive: | Color: | Body: | Stock Number: | |
| NEW | STAR WHITE | UV | EB70477 | |

Insurance Information. You have arranged the following insurance on the Vehicle:

Insurance Company _____ Policy Number _____

Additional Sales Terms

If the Vehicle is used, unless indicated below, we do not know and are not able to make any representations about the Vehicle's history. If we have provided you with a third party vehicle history report, we do not guarantee or make any representation regarding its accuracy or completeness. We are providing the report to you for convenience purposes only.

The Vehicle has previously been titled, registered or used as a (check all that apply) taxicab police vehicle short-term lease vehicle.

The Vehicle is titled as (check all that apply) rebuilt or assembled from parts kit car glider kit replica flood vehicle nonconforming vehicle (manufacturer buy back) custom vehicle street rod vehicle.

You represent that you have thoroughly inspected the Vehicle. You approve and accept it. You had an opportunity to have the Vehicle inspected on Seller's premises (but not its service department) by a third party of your choice and at your expense. You are purchasing the Vehicle based on your inspection. You are not relying on any opinion, statement, or promise of the Seller or its employees that is not contained in the written agreements you are signing today.

THIS VEHICLE WAS DELIVERED TO A PREVIOUS PURCHASER.
 Buyer X _____ N/A
 Co-Buyer X _____ N/A

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this Agreement, this Vehicle is sold "AS IS" and "WITH ALL FAULTS." The Seller makes no warranties, express or implied, on the Vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the Vehicle that the Vehicle Manufacturer may provide.

We have provided to you written warranty information if any applies to the sale of the Vehicle. This includes any warranty indicated on the Used Car Buyers Guide if the Vehicle is used. By initialing below, you acknowledge that you received the warranty information.

Buyer's Initials _____ Co-Buyer's Initials N/A

As a condition of the Vehicle sale, we agree to perform the following services: _____
 N/A

You agree to schedule services by calling 561-845-2900 within _____ days of this Agreement.

| Trade-in Vehicle 1 | Trade-in Vehicle 2 |
|------------------------------------|------------------------------------|
| Year N/A Make N/A Model N/A | Year N/A Make N/A Model N/A |
| VIN N/A Mileage N/A | VIN N/A Mileage N/A |
| Trade-in Allowance \$ N/A | Trade-in Allowance \$ N/A |
| Lienholder N/A | Lienholder N/A |
| Payoff Amount N/A Good through N/A | Payoff Amount N/A Good through N/A |
| Lienholder N/A | Lienholder N/A |
| Payoff Amount N/A Good through N/A | Payoff Amount N/A Good through N/A |

You assign to us all of your rights, title and interest in each Trade-In Vehicle. You represent that each Trade-In Vehicle was not previously used as a police vehicle, taxicab, or under a short-term lease. To the best of your knowledge, each vehicle you are trading in has has not been in any accident with damages exceeding \$500.

Buyer Initials _____ N/A Co-Buyer Initials _____ N/A

Additional Terms and Conditions

Definitions. The following definitions apply to this Agreement:

- "Consideration" is the amount of the down payment paid in cash plus the Trade-In Vehicle. If we are returning the Consideration, we will return the Trade-In Vehicle to you. You agree to pay us the reasonable charges for any detailing or repairs performed on the Trade-In Vehicle and any reasonable storage charges. If we have already sold the Trade-In Vehicle, we will pay you the amount we receive for the sale after adjusting for any payoff we made to a lienholder and costs for repair and reconditioning, if any.
- "Manufacturer" means the entity that manufactured the Vehicle or its distributor. We are NOT an agent of the Manufacturer. The Manufacturer is NOT a party to this Agreement. References to Manufacturer are used to help describe the contractual relationship between the Manufacturer and us or to refer to warranties that might be separately provided to you directly by the Manufacturer.
- "Retail Installment Sale Contract" refers to an agreement, if any, that you sign agreeing to pay for the Vehicle purchase over time.
- "Trade-In Vehicle" refers to each used vehicle you are selling to us as part of a down payment to purchase the Vehicle. If you are selling us more than one used vehicle, "Trade-In Vehicle" refers to each vehicle separately and together. Each Trade-In Vehicle is identified on page 1 of this Agreement.

Manufacturer – New Vehicle Pricing, Design and Availability. The Manufacturer may change the price, design or features of its new vehicles without notice to us. If this occurs before we deliver the Vehicle to you, we may change the price of the Vehicle, design and features. If we do, you may cancel this Agreement. If cancelled for this reason, we will refund to you any amounts you have paid to us. We will also return any Trade-In Vehicle to you. You agree to pay us the reasonable charges for any detailing or repairs performed on the Trade-In Vehicle and any reasonable storage charges. If we have already sold the trade-in, we will pay you the amount we receive for the sale after adjusting for any payoff we made to a lienholder and costs for repair and reconditioning, if any.

If the Manufacturer changes its new vehicle designs, parts, accessories, or other features, we are not obligated to make the same or similar changes to the Vehicle either prior to or after delivery to you. Unless otherwise required by law, we are not obligated to notify you of any Manufacturer's future new vehicle design or feature changes.

Vehicle Delivery Delays. Preparing and delivering the Vehicle may involve a number of activities and third parties. We are not liable if delivery is delayed or fails when the cause is in any way outside our control or is without our fault or negligence.

Trade-In Vehicle. You will transfer title to the Trade-In Vehicle to us free and clear of all liens except those noted in this Agreement. You agree to provide us with evidence of title as we may require. You make the following representations about the Trade-In Vehicle: (a) you are the sole, lawful owner with all rights and authority needed to transfer ownership; (b) there are no liens or encumbrances except those noted in this Agreement; (c) it has never been titled under any state or federal "brand" such as "defective," "salvage," "flood," etc.; (d) its actual mileage is as provided in this Agreement; and (e) it contains all emission control equipment required which is all in working order, unless otherwise indicated in this Agreement. You authorize us to rely on these representations. If any of these representations are not true, we may elect to cancel this transaction. You will be responsible to pay for all damages resulting from your misrepresentations, including costs to recondition, legal fees, court and collection costs.

You give us permission to contact the lienholder(s) for payoff information.

Trade-In Allowance. The trade-in allowance provided in this Agreement is based on our appraisal of the Trade-In Vehicle when this Agreement is signed. We may re-appraise it if you deliver it to us at a later date. The re-appraised value will become the trade-in allowance. If the re-appraised value is less than the trade-in value in this Agreement, you will immediately pay us the difference. Instead, you may cancel this Agreement if you have not already taken delivery of the Vehicle.

Refusal or Failure to Accept Delivery and Other Non-Performance. If you refuse or fail to accept delivery of the Vehicle, we can keep any cash deposits you made to us. We may keep any cash deposits if you fail to keep any other promises in this Agreement. You will also be liable for our losses, expenses, and reasonable attorneys' fees in excess of cash deposits resulting from your failure to perform under this Agreement. You will be liable for these amounts except to the extent they are limited or prohibited by law. This section does not apply if you cancel this Agreement as allowed in the Trade-In Allowance or Manufacturer – New Vehicle Pricing, Design and Availability sections. This section also does not apply if this Agreement is cancelled because you are not able to obtain financing in the time allowed in the Balance Due and Payment section.

Taxes. The Vehicle Purchase Price provided includes reimbursement for Federal Excise taxes. The Vehicle Purchase Price does NOT include sales, use, ad valorem, or other federal, state or local taxes unless specifically noted. It also does not include occupational taxes based on sales volume unless specifically noted. Unless prohibited, you agree to pay all taxes assessed on the transaction in this Agreement. You agree to pay the taxes regardless of who is assessed with primary liability for them.

Balance Due and Payment. By signing this Agreement, you agree to purchase the Vehicle. If there is a Balance Due on Delivery, you must pay that amount in cash or obtain financing for it.

If the actual amount of title, registration and license fees is more than the amount charged in the Itemization of Sale, you agree to pay us the difference. If the actual amount is less than the amount charged in the Itemization of Sale, we will refund the overpayment to you.

If you finance the Balance Due on Delivery, you may do so through any finance source you choose. By signing this Agreement, we are NOT agreeing to finance your purchase of the Vehicle. If you finance the Balance Due on Delivery through a third party, we may cancel this Agreement if you do not obtain the financing within two business days. If you choose to finance your Vehicle purchase in a retail installment sale with us, you authorize us to assist in submitting your credit application to third parties for financing. If the transaction meets its requirements, a third party may agree to take assignment of a Retail Installment Sale Contract between you and us.

You understand that financing terms may vary from one source to another. You may be able to get more favorable financing terms with another finance source than through us.

This Agreement will continue in effect regarding the Vehicle sale even if you and we enter into a Retail Installment Sale Contract for its financing. In that case, the Retail Installment Sale Contract will control any inconsistencies between it and this Agreement.

Dishonored Payments. If any check or other payment instrument you give us is dishonored or any electronic payment you make is returned unpaid, you will pay a charge of \$25 if the payment amount is \$50 or less; \$30 if the payment amount is over \$50 but not more than \$300; \$40 if the payment amount is over \$300; or such amount as permitted by law.

BUYER TO PURCHASE VEHICLE INSURANCE. This Agreement does NOT include any state-required Vehicle insurance coverage. You must buy such insurance at your expense in the amounts and coverages required. You represent that you have or will buy required insurance before the Vehicle is delivered to you.

This Agreement does not include property insurance. The creditor may require it if you finance the Vehicle purchase. You must buy such insurance at your expense in the amounts and coverages required.

You agree to provide us with your insurance information if we request it. You represent that the insurance information you provide us is current and accurate.

Accessories and Additional Equipment. If the Vehicle includes accessories or equipment that are not listed on the Manufacturer's window sticker, they may not have been made or approved by the Manufacturer. Such items will not be covered by the Manufacturer's express limited warranty on the Vehicle (if any). Ask us if you have any questions about the Vehicle accessories and equipment.

Servicing and Collection Contacts. In consideration of our sale of the Vehicle to you, you agree to provide us your contact information for our servicing and collection purposes. You agree that we may use this information to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you. You agree to allow our agents and service providers to contact you as agreed above.

You agree that you will, within a reasonable time, notify us of any change in your contact information.

Jury Trial Waiver. To the extent allowed by law, you and we both agree to waive the right to a jury trial if we go to court to resolve any claims in contract, tort, or otherwise, relating to this Agreement.

Rebates, Incentives, and Discounts. We are not required to find or disclose all available rebates, incentives or discounts for which you might be eligible. If conditions apply to a rebate, incentive or discount, you must provide us with all necessary documentation to verify your eligibility. By this Agreement, all rebates, incentives, discounts and other similar payments are assigned to us.

Predelivery Service Charge. The Predelivery Service Charge itemized in the Itemization of Sale section is paid to us. It is NOT the same as any similar charge itemized by the Manufacturer on the Monroney label (Manufacturer sticker).

Applicable Law. Federal law and the law of the state of Florida apply to this Agreement.

General Terms. If any part of this Agreement is not enforceable for any reason, the other terms still apply and will be enforceable. Carrying out the intent of this Agreement may require you and us to sign a number of documents. You agree to assist as needed in their completion. You also agree to sign all documents reasonably needed to fulfill the promises and intent of this Agreement. You authorize us to correct any clerical error or omissions in this Agreement or in any related document. You agree that you provided your true legal name and the address of your primary residence.

04/29/2026 04:00 pm

Seller's Right to Cancel

- a. Seller agrees to deliver the Vehicle to you on the date the Retail Installment Sale Contract is signed by Seller and you. You understand that it may take a few days for Seller to verify your credit, locate financing for you on the exact terms shown on the front of the Retail Installment Sale Contract, and assign the Retail Installment Sale Contract to a financial institution. You agree that Seller has the number of days stated on the front of the Retail Installment Sale Contract to assign the Retail Installment Sale Contract. You agree that if Seller is unable to assign the Retail Installment Sale Contract within this time period to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, Seller may cancel the Retail Installment Sale Contract. Seller's right to cancel the Retail Installment Sale Contract ends upon assignment of the Retail Installment Sale Contract.
- b. If Seller elects to cancel per Paragraph a. above, Seller will give you written notice (or in any other manner in which actual notice is given to you). In that event, you may have the option of negotiating and signing a new Retail Installment Sale Contract with different financing terms (for example, a larger down payment, a higher annual percentage rate, a required cosigner, etc.) or you may pay with alternate funds arranged by you.
- c. Upon receipt of the notice of cancellation, you must return the Vehicle to Seller within 48 hours in the same condition as when sold other than reasonable wear for the time you had it. If Seller has already sold the Trade-in, the Seller will pay you the proceeds of the sale less any reasonable expenses incurred in connection with holding, preparing, reconditioning and selling the Trade-in and any prior credit or lease balance paid by Seller to a prior lienholder or lessor on your behalf.
- d. If you do not return the Vehicle within 48 hours after receipt of the notice of cancellation, you agree that Seller may use any lawful means to take it back (including repossession if done peacefully) and you will be liable for all expenses incurred by Seller in taking the Vehicle from you, including reasonable attorney's fees. If you fail to return the Vehicle within 48 hours after receipt of the notice of cancellation, you agree to pay Seller the charge shown in the Seller's Right to Cancel provision on page 2 of this Agreement and as may be provided in the Retail Installment Sale Contract for each day you do not return the Vehicle after receipt of the notice of cancellation.
- e. While the Vehicle is in your possession, all terms of the Retail Installment Sale Contract, including those relating to use of the Vehicle and insurance for the Vehicle, are in full force and you assume all risk of loss or damage to the Vehicle. You must pay all reasonable costs for repair of any damage done to the Vehicle while the Vehicle is in your possession. Seller may deduct from any Consideration due to you under paragraph c. above Seller's reasonable costs to repair the Vehicle and any daily charges you incur if you fail to return the Vehicle within 48 hours after the receipt of the notice of cancellation. If Seller cancels the Retail Installment Sale Contract, the terms of this Seller's Right to Cancel provision (including those on page 2 of this Agreement and as provided in the Retail Installment Sale Contract) remain in effect even after you no longer have possession of the Vehicle.

ARBITRATION PROVISION

PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

- 1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN YOU AND US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.**
- 2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
- 3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, any allegation of waiver of rights under this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this Vehicle, this Agreement or any resulting transaction or relationship (including any such relationship with third parties who do not sign this Agreement) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator only on an individual basis and not as a plaintiff in a collective or representative action, or a class representative or member of a class on any class claim. The arbitrator may not preside over a consolidated, representative, class, collective, injunctive, or private attorney general action. You expressly waive any right you may have to arbitrate a consolidated, representative, class, collective, injunctive, or private attorney general action. You or we may choose the American Arbitration Association (www.adr.org) or National Arbitration and Mediation (www.namadr.com) as the arbitration organization to conduct the arbitration. If you and we agree, you or we may choose a different arbitration organization. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller/Dealer is a party to the claim or dispute, in which case the hearing will be held in the federal district where this transaction was originated. We will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee up to a maximum of \$5,000, unless the law or the rules of the chosen arbitration organization require us to pay more. You and we will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee over \$5,000 in accordance with the rules and procedures of the chosen arbitration organization. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate any related or unrelated claims by filing any action in small claims court, or by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual or statutory public injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this Agreement. If any part of this Arbitration Provision, other than waivers of class rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. You agree that you expressly waive any right you may have for a claim or dispute to be resolved on a class basis in court or in arbitration. If a court or arbitrator finds that this class arbitration waiver is unenforceable for any reason with respect to a claim or dispute in which class allegations have been made, the rest of this Arbitration Provision shall also be unenforceable.

The Annual Percentage Rate in a Retail Installment Sale Contract may be negotiable with us. We may assign any Retail Installment Sale Contract to a finance source and retain its right to receive a part of the finance charge imposed on that contract.

Section 501.98, Florida Statutes, requires that, at least 30 days before bringing any claim against a motor vehicle dealer for an unfair or deceptive trade practice, a consumer must provide the dealer with a written demand letter stating the name, address, and telephone number of the consumer; the name and address of the dealer; a description of the facts that serve as the basis for the claim; the amount of damages; and copies of any documents in the possession of the consumer which relate to the claim. Such notice must be delivered by the United States Postal Service or by a nationally recognized carrier, return receipt requested, to the address where the subject vehicle was purchased or leased or where the subject transaction occurred, or an address at which the dealer regularly conducts business.

X _____ X **N/A**
Buyer's Signature Co-Buyer's Signature

This Vehicle Buyer's Order is the complete agreement between you and us relating to the sale of the Vehicle. There are no other written or oral agreements. Any change to this Agreement must be in writing and signed by you and us.

Buyer Signs: X _____ Co-Buyer Signs: X **N/A**
This Agreement is not binding on us until it is signed by our authorized representative.

This Agreement includes the terms and provisions on all pages of this Agreement. It includes the Arbitration Provision on page 4 of this Agreement. By signing, you represent that you read and agree to all the terms of this Agreement, including the Arbitration Provision. You also represent that you received a completed copy of this Agreement.

Buyer Signs: X _____ Co-Buyer Signs: X **N/A**

SELLER **MULLINAX FORD OF PALM BEACH**
(Must be signed by an authorized representative of the Seller)

X By: _____ Title: **FI MANAGER** DATE: **04/29/2026**
Print Name: **EXCLUDED**

Date: 04/29/2026

VEHICLE BUYER'S ORDER

| Buyer Name and Address | Co-Buyer Name and Address | Seller Name and Address |
|--|---|---|
| ENTERPRISE FM TRUST 2281 BALL DR ST LOUIS MO 63146 County: SAINT LOUIS Email: CORPORATESTOCKPAYABLES@EFL Phone: 800-325-8838 Cell: 800-325-8838 | N/A County: N/A Phone: N/A Cell: N/A | MULLINAX FORD OF PALM BEACH 1210 NORTHLAKE BLVD LAKE PARK, FL 33403 Salesperson: ROBERT NICOL |

Agreement to Purchase. Buyer and Co-Buyer agree to buy the vehicle described below ("Vehicle") from Seller. By signing this Buyer's Order ("Agreement"), you choose to buy the Vehicle for the amount and on the terms on all pages of this Agreement. "Buyer" and "you" refer to the above Buyer and Co-Buyer, separately and together. "Dealer," "we," "us," and "our" refer to the above Seller. In this Agreement, (e) means an estimate.

Vehicle Description

| Year: | Make: | Model: | Mileage: | Vehicle Identification Number: |
|--------------------------|------------|----------|---------------|--------------------------------|
| 2026 | FORD | EXPLORER | 20 | 1FMUK7DH4TGB93359 |
| New/Used/Demo/Executive: | Color: | Body: | Stock Number: | |
| NEW | STAR WHITE | UV | EB93359 | |

Insurance Information. You have arranged the following insurance on the Vehicle:

Insurance Company _____ Policy Number _____

Additional Sales Terms

If the Vehicle is used, unless indicated below, we do not know and are not able to make any representations about the Vehicle's history. If we have provided you with a third party vehicle history report, we do not guarantee or make any representation regarding its accuracy or completeness. We are providing the report to you for convenience purposes only.

The Vehicle has previously been titled, registered or used as a (check all that apply) taxicab police vehicle short-term lease vehicle.

The Vehicle is titled as (check all that apply) rebuilt or assembled from parts kit car glider kit replica flood vehicle nonconforming vehicle (manufacturer buy back) custom vehicle street rod vehicle.

You represent that you have thoroughly inspected the Vehicle. You approve and accept it. You had an opportunity to have the Vehicle inspected on Seller's premises (but not its service department) by a third party of your choice and at your expense. You are purchasing the Vehicle based on your inspection. You are not relying on any opinion, statement, or promise of the Seller or its employees that is not contained in the written agreements you are signing today.

THIS VEHICLE WAS DELIVERED TO A PREVIOUS PURCHASER.

Buyer X _____ N/A

Co-Buyer X _____ N/A

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this Agreement, this Vehicle is sold "AS IS" and "WITH ALL FAULTS." The Seller makes no warranties, express or implied, on the Vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the Vehicle that the Vehicle Manufacturer may provide.

We have provided to you written warranty information if any applies to the sale of the Vehicle. This includes any warranty indicated on the Used Car Buyers Guide if the Vehicle is used. By initialing below, you acknowledge that you received the warranty information.

Buyer's Initials _____ Co-Buyer's Initials N/A

As a condition of the Vehicle sale, we agree to perform the following services: _____
N/A

You agree to schedule services by calling 561-845-2900 within _____ days of this Agreement.

| Trade-in Vehicle 1 | Trade-in Vehicle 2 |
|------------------------------------|------------------------------------|
| Year N/A Make N/A Model N/A | Year N/A Make N/A Model N/A |
| VIN N/A Mileage N/A | VIN N/A Mileage N/A |
| Trade-in Allowance \$ N/A | Trade-in Allowance \$ N/A |
| Lienholder N/A | Lienholder N/A |
| Payoff Amount N/A Good through N/A | Payoff Amount N/A Good through N/A |
| Lienholder N/A | Lienholder N/A |
| Payoff Amount N/A Good through N/A | Payoff Amount N/A Good through N/A |

You assign to us all of your rights, title and interest in each Trade-In Vehicle. You represent that each Trade-In Vehicle was not previously used as a police vehicle, taxicab, or under a short-term lease. To the best of your knowledge, each vehicle you are trading in has has not been in any accident with damages exceeding \$500.

Buyer Initials _____ N/A Co-Buyer Initials _____ N/A

Additional Terms and Conditions

Definitions. The following definitions apply to this Agreement:

- “Consideration” is the amount of the down payment paid in cash plus the Trade-In Vehicle. If we are returning the Consideration, we will return the Trade-In Vehicle to you. You agree to pay us the reasonable charges for any detailing or repairs performed on the Trade-In Vehicle and any reasonable storage charges. If we have already sold the Trade-In Vehicle, we will pay you the amount we receive for the sale after adjusting for any payoff we made to a lienholder and costs for repair and reconditioning, if any.
- “Manufacturer” means the entity that manufactured the Vehicle or its distributor. We are NOT an agent of the Manufacturer. The Manufacturer is NOT a party to this Agreement. References to Manufacturer are used to help describe the contractual relationship between the Manufacturer and us or to refer to warranties that might be separately provided to you directly by the Manufacturer.
- “Retail Installment Sale Contract” refers to an agreement, if any, that you sign agreeing to pay for the Vehicle purchase over time.
- “Trade-In Vehicle” refers to each used vehicle you are selling to us as part of a down payment to purchase the Vehicle. If you are selling us more than one used vehicle, “Trade-In Vehicle” refers to each vehicle separately and together. Each Trade-In Vehicle is identified on page 1 of this Agreement.

Manufacturer – New Vehicle Pricing, Design and Availability. The Manufacturer may change the price, design or features of its new vehicles without notice to us. If this occurs before we deliver the Vehicle to you, we may change the price of the Vehicle, design and features. If we do, you may cancel this Agreement. If cancelled for this reason, we will refund to you any amounts you have paid to us. We will also return any Trade-In Vehicle to you. You agree to pay us the reasonable charges for any detailing or repairs performed on the Trade-In Vehicle and any reasonable storage charges. If we have already sold the trade-in, we will pay you the amount we receive for the sale after adjusting for any payoff we made to a lienholder and costs for repair and reconditioning, if any.

If the Manufacturer changes its new vehicle designs, parts, accessories, or other features, we are not obligated to make the same or similar changes to the Vehicle either prior to or after delivery to you. Unless otherwise required by law, we are not obligated to notify you of any Manufacturer’s future new vehicle design or feature changes.

Vehicle Delivery Delays. Preparing and delivering the Vehicle may involve a number of activities and third parties. We are not liable if delivery is delayed or fails when the cause is in any way outside our control or is without our fault or negligence.

Trade-In Vehicle. You will transfer title to the Trade-In Vehicle to us free and clear of all liens except those noted in this Agreement. You agree to provide us with evidence of title as we may require. You make the following representations about the Trade-In Vehicle: (a) you are the sole, lawful owner with all rights and authority needed to transfer ownership; (b) there are no liens or encumbrances except those noted in this Agreement; (c) it has never been titled under any state or federal “brand” such as “defective,” “salvage,” “flood,” etc.; (d) its actual mileage is as provided in this Agreement; and (e) it contains all emission control equipment required which is all in working order, unless otherwise indicated in this Agreement. You authorize us to rely on these representations. If any of these representations are not true, we may elect to cancel this transaction. You will be responsible to pay for all damages resulting from your misrepresentations, including costs to recondition, legal fees, court and collection costs.

You give us permission to contact the lienholder(s) for payoff information.

Trade-In Allowance. The trade-in allowance provided in this Agreement is based on our appraisal of the Trade-In Vehicle when this Agreement is signed. We may re-appraise it if you deliver it to us at a later date. The re-appraised value will become the trade-in allowance. If the re-appraised value is less than the trade-in value in this Agreement, you will immediately pay us the difference. Instead, you may cancel this Agreement if you have not already taken delivery of the Vehicle.

Refusal or Failure to Accept Delivery and Other Non-Performance. If you refuse or fail to accept delivery of the Vehicle, we can keep any cash deposits you made to us. We may keep any cash deposits if you fail to keep any other promises in this Agreement. You will also be liable for our losses, expenses, and reasonable attorneys’ fees in excess of cash deposits resulting from your failure to perform under this Agreement. You will be liable for these amounts except to the extent they are limited or prohibited by law. This section does not apply if you cancel this Agreement as allowed in the Trade-In Allowance or Manufacturer – New Vehicle Pricing, Design and Availability sections. This section also does not apply if this Agreement is cancelled because you are not able to obtain financing in the time allowed in the Balance Due and Payment section.

Taxes. The Vehicle Purchase Price provided includes reimbursement for Federal Excise taxes. The Vehicle Purchase Price does NOT include sales, use, ad valorem, or other federal, state or local taxes unless specifically noted. It also does not include occupational taxes based on sales volume unless specifically noted. Unless prohibited, you agree to pay all taxes assessed on the transaction in this Agreement. You agree to pay the taxes regardless of who is assessed with primary liability for them.

Balance Due and Payment. By signing this Agreement, you agree to purchase the Vehicle. If there is a Balance Due on Delivery, you must pay that amount in cash or obtain financing for it.

If the actual amount of title, registration and license fees is more than the amount charged in the Itemization of Sale, you agree to pay us the difference. If the actual amount is less than the amount charged in the Itemization of Sale, we will refund the overpayment to you.

If you finance the Balance Due on Delivery, you may do so through any finance source you choose. By signing this Agreement, we are NOT agreeing to finance your purchase of the Vehicle. If you finance the Balance Due on Delivery through a third party, we may cancel this Agreement if you do not obtain the financing within two business days. If you choose to finance your Vehicle purchase in a retail installment sale with us, you authorize us to assist in submitting your credit application to third parties for financing. If the transaction meets its requirements, a third party may agree to take assignment of a Retail Installment Sale Contract between you and us.

You understand that financing terms may vary from one source to another. You may be able to get more favorable financing terms with another finance source than through us.

This Agreement will continue in effect regarding the Vehicle sale even if you and we enter into a Retail Installment Sale Contract for its financing. In that case, the Retail Installment Sale Contract will control any inconsistencies between it and this Agreement.

Dishonored Payments. If any check or other payment instrument you give us is dishonored or any electronic payment you make is returned unpaid, you will pay a charge of \$25 if the payment amount is \$50 or less; \$30 if the payment amount is over \$50 but not more than \$300; \$40 if the payment amount is over \$300; or such amount as permitted by law.

BUYER TO PURCHASE VEHICLE INSURANCE. This Agreement does NOT include any state-required Vehicle insurance coverage. You must buy such insurance at your expense in the amounts and coverages required. You represent that you have or will buy required insurance before the Vehicle is delivered to you.

This Agreement does not include property insurance. The creditor may require it if you finance the Vehicle purchase. You must buy such insurance at your expense in the amounts and coverages required.

You agree to provide us with your insurance information if we request it. You represent that the insurance information you provide us is current and accurate.

Accessories and Additional Equipment. If the Vehicle includes accessories or equipment that are not listed on the Manufacturer’s window sticker, they may not have been made or approved by the Manufacturer. Such items will not be covered by the Manufacturer’s express limited warranty on the Vehicle (if any). Ask us if you have any questions about the Vehicle accessories and equipment.

Servicing and Collection Contacts. In consideration of our sale of the Vehicle to you, you agree to provide us your contact information for our servicing and collection purposes. You agree that we may use this information to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you. You agree to allow our agents and service providers to contact you as agreed above.

You agree that you will, within a reasonable time, notify us of any change in your contact information.

Jury Trial Waiver. To the extent allowed by law, you and we both agree to waive the right to a jury trial if we go to court to resolve any claims in contract, tort, or otherwise, relating to this Agreement.

Rebates, Incentives, and Discounts. We are not required to find or disclose all available rebates, incentives or discounts for which you might be eligible. If conditions apply to a rebate, incentive or discount, you must provide us with all necessary documentation to verify your eligibility. By this Agreement, all rebates, incentives, discounts and other similar payments are assigned to us.

Predelivery Service Charge. The Predelivery Service Charge itemized in the Itemization of Sale section is paid to us. It is NOT the same as any similar charge itemized by the Manufacturer on the Monroney label (Manufacturer sticker).

Applicable Law. Federal law and the law of the state of Florida apply to this Agreement.

General Terms. If any part of this Agreement is not enforceable for any reason, the other terms still apply and will be enforceable. Carrying out the intent of this Agreement may require you and us to sign a number of documents. You agree to assist as needed in their completion. You also agree to sign all documents reasonably needed to fulfill the promises and intent of this Agreement. You authorize us to correct any clerical error or omissions in this Agreement or in any related document. You agree that you provided your true legal name and the address of your primary residence.

04/29/2026 04:05 pm

Seller's Right to Cancel

- a. Seller agrees to deliver the Vehicle to you on the date the Retail Installment Sale Contract is signed by Seller and you. You understand that it may take a few days for Seller to verify your credit, locate financing for you on the exact terms shown on the front of the Retail Installment Sale Contract, and assign the Retail Installment Sale Contract to a financial institution. You agree that Seller has the number of days stated on the front of the Retail Installment Sale Contract to assign the Retail Installment Sale Contract. You agree that if Seller is unable to assign the Retail Installment Sale Contract within this time period to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, Seller may cancel the Retail Installment Sale Contract. Seller's right to cancel the Retail Installment Sale Contract ends upon assignment of the Retail Installment Sale Contract.
- b. If Seller elects to cancel per Paragraph a. above, Seller will give you written notice (or in any other manner in which actual notice is given to you). In that event, you may have the option of negotiating and signing a new Retail Installment Sale Contract with different financing terms (for example, a larger down payment, a higher annual percentage rate, a required cosigner, etc.) or you may pay with alternate funds arranged by you.
- c. Upon receipt of the notice of cancellation, you must return the Vehicle to Seller within 48 hours in the same condition as when sold other than reasonable wear for the time you had it. If Seller has already sold the Trade-in, the Seller will pay you the proceeds of the sale less any reasonable expenses incurred in connection with holding, preparing, reconditioning and selling the Trade-in and any prior credit or lease balance paid by Seller to a prior lienholder or lessor on your behalf.
- d. If you do not return the Vehicle within 48 hours after receipt of the notice of cancellation, you agree that Seller may use any lawful means to take it back (including repossession if done peacefully) and you will be liable for all expenses incurred by Seller in taking the Vehicle from you, including reasonable attorney's fees. If you fail to return the Vehicle within 48 hours after receipt of the notice of cancellation, you agree to pay Seller the charge shown in the Seller's Right to Cancel provision on page 2 of this Agreement and as may be provided in the Retail Installment Sale Contract for each day you do not return the Vehicle after receipt of the notice of cancellation.
- e. While the Vehicle is in your possession, all terms of the Retail Installment Sale Contract, including those relating to use of the Vehicle and insurance for the Vehicle, are in full force and you assume all risk of loss or damage to the Vehicle. You must pay all reasonable costs for repair of any damage done to the Vehicle while the Vehicle is in your possession. Seller may deduct from any Consideration due to you under paragraph c. above Seller's reasonable costs to repair the Vehicle and any daily charges you incur if you fail to return the Vehicle within 48 hours after the receipt of the notice of cancellation. If Seller cancels the Retail Installment Sale Contract, the terms of this Seller's Right to Cancel provision (including those on page 2 of this Agreement and as provided in the Retail Installment Sale Contract) remain in effect even after you no longer have possession of the Vehicle.

ARBITRATION PROVISION

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- 1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN YOU AND US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.**
- 2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
- 3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, any allegation of waiver of rights under this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this Vehicle, this Agreement or any resulting transaction or relationship (including any such relationship with third parties who do not sign this Agreement) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator only on an individual basis and not as a plaintiff in a collective or representative action, or a class representative or member of a class on any class claim. The arbitrator may not preside over a consolidated, representative, class, collective, injunctive, or private attorney general action. You expressly waive any right you may have to arbitrate a consolidated, representative, class, collective, injunctive, or private attorney general action. You or we may choose the American Arbitration Association (www.adr.org) or National Arbitration and Mediation (www.namadr.com) as the arbitration organization to conduct the arbitration. If you and we agree, you or we may choose a different arbitration organization. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller/Dealer is a party to the claim or dispute, in which case the hearing will be held in the federal district where this transaction was originated. We will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee up to a maximum of \$5,000, unless the law or the rules of the chosen arbitration organization require us to pay more. You and we will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee over \$5,000 in accordance with the rules and procedures of the chosen arbitration organization. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate any related or unrelated claims by filing any action in small claims court, or by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual or statutory public injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this Agreement. If any part of this Arbitration Provision, other than waivers of class rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. You agree that you expressly waive any right you may have for a claim or dispute to be resolved on a class basis in court or in arbitration. If a court or arbitrator finds that this class arbitration waiver is unenforceable for any reason with respect to a claim or dispute in which class allegations have been made, the rest of this Arbitration Provision shall also be unenforceable.

The Annual Percentage Rate in a Retail Installment Sale Contract may be negotiable with us. We may assign any Retail Installment Sale Contract to a finance source and retain its right to receive a part of the finance charge imposed on that contract.

Section 501.98, Florida Statutes, requires that, at least 30 days before bringing any claim against a motor vehicle dealer for an unfair or deceptive trade practice, a consumer must provide the dealer with a written demand letter stating the name, address, and telephone number of the consumer; the name and address of the dealer; a description of the facts that serve as the basis for the claim; the amount of damages; and copies of any documents in the possession of the consumer which relate to the claim. Such notice must be delivered by the United States Postal Service or by a nationally recognized carrier, return receipt requested, to the address where the subject vehicle was purchased or leased or where the subject transaction occurred, or an address at which the dealer regularly conducts business.

X _____ X **N/A**
Buyer's Signature Co-Buyer's Signature

This Vehicle Buyer's Order is the complete agreement between you and us relating to the sale of the Vehicle. There are no other written or oral agreements. Any change to this Agreement must be in writing and signed by you and us.

Buyer Signs: X _____ Co-Buyer Signs: X **N/A**
This Agreement is not binding on us until it is signed by our authorized representative.

This Agreement includes the terms and provisions on all pages of this Agreement. It includes the Arbitration Provision on page 4 of this Agreement. By signing, you represent that you read and agree to all the terms of this Agreement, including the Arbitration Provision. You also represent that you received a completed copy of this Agreement.

Buyer Signs: X _____ Co-Buyer Signs: X **N/A**

SELLER **MULLINAX FORD OF PALM BEACH**
(Must be signed by an authorized representative of the Seller)

X By: _____ Title: **FI MANAGER** DATE: **04/29/2026**
Print Name: **EXCLUDED**