



Town of Golden Beach

REQUEST FOR PROPOSAL

Sealed proposals will only be accepted at the Town Clerk's Department, 100 Ocean Blvd. Golden Beach, FL 33160 for:

PLAYGROUND EQUIPMENT AND INSTALLATION RFP # PR 2026-001

Until **4:00 PM.**, Local Time, **March 3, 2026** at which time and place all proposals received will be publicly opened and read aloud in the Town Council Chambers. Sealed proposals shall be submitted to the Town Clerk, on paper and in accessible electronic format, in accordance with the Instructions to Bidders. Proposals received after the time and date specified will not be considered. The face of the envelope shall be addressed as:

Town Clerk, Town of Golden Beach

100 Ocean Blvd.

Golden Beach, FL 33458

March 3, 2026

Playground Equipment and Installation RFP #2026-001

The general nature and scope of this project is:

The Town of Golden Beach, Florida, desires bids from qualified vendors for the design, purchase and installation of playground equipment, amenities, playground surfacing, fabric shade structures, outdoor seating, site equipment, and relevant site work as specified in the scope of work.

Bid Documents will be available on January 22, 2026 through Open Bids-DemandStar at www.demandstar.com for a free agency subscription for the Town of Golden Beach.

All questions concerning this project shall be directed the Town Clerk, Lissette Perez, in writing by email (LPerez@goldenbeach.us) with the Project Name in the subject of the email. Clarification and changes to the bid documents, if needed, will be made by addendum through www.demandstar.com.

The Town of Golden Beach reserves the right to waive any irregularities and to reject any and all bids. The Town of Golden Beach is an equal opportunity employer.

By Order of the Town Council, Town of Golden Beach

Lisette Perez, Town Clerk

PUBLISHED: www.demandstar.com on January 22, 2026

LIST OF CONTENTS

Bidders must register with the online bidding site in order to receive all required documents and notification of addenda.

This document includes:

Instructions to Bidders

Bid Submittal and Contract Specifications

Scope of Services

Sample Agreement between Owner and Contractor

Exhibits

Forms are available for review from DemandStar (www.demandstar.com) or from the Town Clerk (LPerez@goldenbeach.us)

The following documents must be downloaded separately:

One original of the following documents must be returned with bid. Do not return any other pages or documents unless specifically requested in the Request for Proposals (RFP). If e-bidding, upload documents as **one** complete document rather than separately (no paper copy necessary).

Bid Form

Bidder's Qualification Statement

E-Verify Affidavit

Bid Bond

List of Subcontractors

Public Entity Crime-Sworn Statement

Addenda, if any

Prohibited Communications: Potential bidders shall not communicate in any way with the Town Council, Town Manager, or any Town staff, other than Purchasing personnel, regarding this Request for Bid (RFP) from the time of bid advertisement through, and including, bid award except during scheduled pre-bid meetings. Such communication shall result in disqualification.

BASIC SCOPE OF SERVICES

The Town of Golden Beach, Florida (hereinafter referred to as “the Town”) desires bids from qualified vendors for the design, purchase, and installation of playground equipment, amenities, playground surfacing, fabric shade structures, and outdoor fit equipment, and relevant site work as specified herein. The scope of requirements includes, but is not limited to:

Playground equipment and amenities supply and installation;

General site work, such as demolition, grading, flatwork, infrastructure harmonizing, and utility related tasks as required:

- Design & Construction Documents
- Playground surfacing – including artificial turf or other IPEMA Certified and ADA compliance, supply and installation
- Fabric shade structures, supply, and installation
- Site Furnishings
- Site Security and Protection
- Record Drawings

Coordinate, Schedule, and Secure approval from manufacturer for all required inspections of installed equipment and amenities, as applicable. All items must pass inspection and be certified as compliant for use.

Prices quoted shall include delivery within the Town of Golden Beach, Florida. The Awardee(s) shall be issued a Work Order and receive individual Purchase Orders specifying the name and ship-to address.

PLAYGROUND COMPONENTS

1. Design Layout – Submit a playground design with:

- Age-appropriate zones (e.g., 2–5 and 5–12 years)
- Inclusive and ADA-accessible elements
- Safety zones and use zones (per ASTM F1487)
- Layout plan showing equipment, surfacing, and circulation paths

2. Equipment Components – All equipment shall be:

- Commercial-grade
- Steel or high-strength composite construction

- UV- and weather-resistant
- IPEMA-certified (third-party safety certified)
- Color options to be selected by Owner

3. Equipment Types – Facilities may include (example list):

- Multi-play structures
- Swings (belt, bucket, and inclusive types)
- Climbers (rock walls, nets, monkey bars)
- Slides (straight, spiral, ADA transfer)
- Spring riders or spinners
- Musical play elements or sensory panels
- Site furnishing i.e. benches

4. Surfacing - Provide and install impact-attenuating safety surfacing:

- Options: Engineered wood fiber (EWF), artificial turf, rubber tiles
- Must meet ASTM F1292 and ASTM F1951 standards
- Edging and drainage as required

5. Playground Installation and Site Work – Furnish, installation, and construction shall consist of:

- Demolition and disposal of existing equipment (if applicable)
- Grading and subbase preparation
- Drainage structures and conveyance
- Install all equipment per manufacturer's specifications
- Anchoring in concrete footings, where required
- Ensure safety zones, fall heights, and spacing comply with CPSC and ASTM F1487
- Utility relocation, addition, and hook-up
- Ancillary water and power stations (if applicable)

6. Inspections & Testing

- Coordinate with certified playground safety inspector (CPSI) for final inspection
- Correct any deficiencies prior to project closeout

7. Submittals Required with Bid

- Playground layout and 3D color renderings
- Manufacturer's product data sheets and certifications
- Safety surfacing specifications
- Contractor/Installer Information and Certifications
- Proof of CPSI on staff or subcontracted
- References of similar completed projects

8. Compliance Requirements

- All equipment, products, and installation must comply with:
- International Play Equipment Manufacturers Association (IPEMA)
- ASTM F1487 – Playground Equipment Safety Standard
- ASTM F1292 – Impact Attenuation of Surfacing
- ASTM F1951 – ADA Accessibility
- CPSC Public Playground Safety Handbook
- Americans with Disabilities Act (ADA)
- Town Codes and Ordinances
- Florida Building Code

9. Site Requirements

- Shade structures over play areas
- Site furnishings (benches, bike racks, trash cans)

10. Warranty & Maintenance

- Minimum 15-year structural warranty on equipment
- Provide owner's manual and maintenance guide
- Provide 1-year workmanship warranty

11. Contractor Qualifications

- Must be licensed and insured in the state/jurisdiction
- Minimum 5-years' experience in commercial playground installation
- Must have or subcontract a Certified Playground Safety Inspector (CPSI)

- All products must be new, unused, of the latest design and technology and from the most current product lines.

CONTRACTOR is responsible for securing and maintaining any and all permits and licenses as required by local, State, and Federal regulations as necessary to perform the Work of the Contract in accordance with all regulatory and permit requirements.

All Contract requirements and performance criteria shall be adhered to for each individual project including but not limited to: Notice to Proceed, Contract Time, Contract Price, Substantial Completion, and Final Completion.

Liquidated damages shall be based on the individual project cost for each Work Order issued under this Contract.

CRITERIA FOR SELECTION OF FIRMS

It is the intent of the TOWN to enter into a ‘turn-key’ Agreement. No representation or guarantee is made by the TOWN as to the minimum or maximum dollar value, volume of work, or type of work that any firm will receive during the term of the agreement.

The selection committee will independently review the submittals and decide by consensus, based upon capabilities, adequacy of personnel, past record, and experience of the firm and/or individuals, which firms will be shortlisted and interviewed for consideration of contract award. No fewer than three (3) shortlisted firms will be interviewed and/or allowed time for a brief presentation.

The following criteria will be used to rank the **shortlisted** firms.

Selection Criteria	Point Value
Qualifications & Team Expertise	0-20
Past Relevant Project Performance	0-20
Project Understanding & Approach	0-20
Discounted Cost Proposal	0-30
Quality Assurance, Warranty Maintenance & Town Support	0-10
Total Points	0-100

CRITERIA DETAILS

Qualifications & Team Expertise (20%)

- Experience in installing commercial playgrounds
- Certified Playground Safety Inspector (CPSI) on staff
- In-house vs. subcontracted work
- Licensing and insurance

Past Relevant Performance (20%)

- Completion of similar projects (scope, size, client type)
- Client references and satisfaction
- Quality and timeliness of past work

Project Understanding & Approach (20%)

- Demonstrates understanding of project goals and constraints
- Clear project plan and timeline
- Compliance with safety standards (ASTM, CPSC, ADA)
- Proposed design innovation or inclusivity features

Cost Proposal (30%)

- Bidder shall provide:
- Single fixed percentage discount off MSRP, if any (e.g., -15%)
- Contractor – Qualified manufacturer installer cost for direct, self-performed work
- Subcontractor markup
- Material markup
- Costs for playground types and site work will vary. Discounts will be applied upon selected playground facilities and completed site work scope within individual project proposals.

Quality Assurance, Warranty, and Support (10%)

- Quality assurance practices during playground fabrication, delivery, and installation as well as site construction oversight.
- Length and coverage of warranties (equipment, surfacing, labor)
- Maintenance support offered

- Post-installation training or documentation

1. Submittal to be provided in the order below:

- Cover letter / statement of interest ***including e-mail address of person to be notified of award***, manually and duly signed by an authorized corporate officer, principal, or partner. Include physical address of primary firm.
- Professional qualifications of company.
- Professional qualifications of specific individuals, contractors, and subcontractors that will be assigned to the Town of Golden Beach.
- Description of experience in the related field.
- Description of approach to playground design, construction, and permitting projects for the Town of Golden Beach. Please describe how your approach will provide a safe, high quality, cost effective finished product within an efficient schedule.
- Manufacturer's playground catalog and price list
- Bid Form
- The process in which quality assurance, warranty, and additional maintenance and support is performed within a playground project.
- Statement of firm's willingness to meet the time and budget requirements of tasks.
- Disclosure of any potential conflict of interest due to any other clients, contracts or property interests for this project only. Include a notarized statement certifying that no member of your firm ownership, management or staff has a vested interest in any aspect of or Department of the Town of Golden Beach. **Note:** Vendors shall not employ Town employees or former Town employees to work on Town projects.

2. Catalog/Price Lists:

Bidders shall furnish, with this bid, one copy of the manufacturer's catalog/price list (MSRP), which will indicate all items Bidder can furnish. Internet-based or thumb-drive catalog/price lists are encouraged instead of hard copies. If an Awardee has a website with updated manufacturer list pricing with the TOWN discount schedule. If Bidder does not submit catalog/price list with the Bid, a communication will be sent to Bidder notifying of noncompliance to Special Condition Section 3. Bidder must submit the catalog/price list within the timeframe indicated in the communication to be considered for award. All Awardees may be requested to deliver this same catalog(s) to all Town locations within the Town of Golden Beach, Florida, upon request and at no cost to TOWN when notified to do so. It is in the best interest of the Awardee to indicate the bid number, percentage discount offered, and term of the contract on the cover of the MSRP price list distributed. Distributed catalog/price list(s) shall be at no charge to TOWN. Failure of the Bidder to furnish with the bid or upon request a manufacturer's MSRP/catalog will result in disqualification of bid for that item.

If, during the contract period, the Awardee issues replacements to the catalog(s), a copy of the replacement catalog(s)/price list(s) are to be forwarded to Town Clerk at 100 Ocean Blvd. Golden Beach, FL 33160. The awardee shall deliver copies of the replacement catalog(s)/price list(s) with current prices and/or products at no cost to Town, if necessary. Failure on the part of the Awardee(s) to furnish current catalogs/price lists updates will result in all payments being based on the last update received and the increase will not be honored.

3. Single Fixed Percentage Discount Offered:

Bidder should indicate in all spaces provided on the Bid Summary Sheet their single fixed percentage discount for the indicated manufacturer's items and the installation fees. That will be used for the term of the contract. The single fixed percentage offered shall remain firm throughout the term of the contract. Bidders shall offer their single fixed percentage discount as described on the Bid Summary Sheet, to be calculated from the most current manufacturer's list price. Net pricing is acceptable.

4. Applicants that do not comply with all the above instructions or do not include all the requested data may not be considered.

POST BID REQUIREMENTS

All Contract requirements and performance criteria shall be adhered to for each individual project including but not limited to Notice to Proceed, Contract Time, Contract Price, Substantial Completion, and Final Completion.

Liquidated damages shall be determined on a project-by-project basis the work order.

Payment & Performance Bonds shall be required for all Work Orders \$200,000 or greater (or otherwise indicated) and shall be recorded in the public records of TOWN. A certified copy of completed and recorded bonds must be delivered to and accepted by the TOWN (Attn: Town Clerk LPerez@goldenbeach.us) prior to commencement of the Work. Bond premiums shall be paid by Contractor. Bonds shall be on the form provided by the TOWN and written through a licensed agency that fulfills the requirements of Section 287.0935, Florida Statute (as amended).

The TOWN shall reserve the right to terminate the Contract in accordance with the provisions under the Terms & Conditions herein. The awardee agrees to this condition by signing their bid.

The TOWN will not be held to any minimum/maximum quantities or dollars during the term of Contract.

BID AWARD

In order to meet the needs of the Town, awards shall be made to all bidders found to be responsive and responsible and who offer a firm percentage discount for equipment, submit catalogs, agree to provide quotes as requested, and otherwise comply with all bid specifications, terms, and conditions contained herein, including identifying their certified and TOWN prequalified installer. The percentage discount offered must be stated in the spaces provided on the Bid Summary Sheet. The percentage discount offered must remain firm throughout the contract period. TOWN reserves the right to release new bids for any items that are included in catalogs submitted. This bid does not preclude individual departments from making purchases

from other vendors, per total purchase order, in an amount up to \$10,000, pursuant to Town Policy.

TOWN, through its designee(s), reserves the right to further negotiate any bid, including price and warranty, with all responsible and responsive bidders to meet the needs of the Town.

Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

If the contract is to be awarded, it will be awarded to selected, responsive, responsible Bidder, based on the Bid price and qualifications as evaluated by the Owner to be in the best interest of the Owner. All Bid pricing shall be submitted on the Bid Form (Bid Schedule of Values) included in the Front-End Bid Documents. All qualifications shall be provided

The bidder shall hold prices for a period of (90) calendar days from the bid date.

More than one Bid received for the same work from an individual, firm, partnership, corporation or association under the same or different names will be considered for award. If, in the determination of the Owner, there are reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work, or that any collusion exists among the Bidders, this will result in the rejection of the Bids of those Bidders who participated in those Bids. In either case the Owner may deem those Bidders to be a non-responsible or non-qualified Bidder.

After award of this bid, any Awardee who violates any specification, term, or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not be eligible to do business with Town for two years.

Schedule: Upon receipt of a Work Order (WO) and Purchase Order (PO), the awardee must submit a schedule within one week. The schedule must be approved by TOWN personnel and/or Owner's representatives. Schedule must delineate major timelines: electronic submittal for preliminary review, hard copy submittal fully compliant with all requirements (including but not limited to Florida Building Codes, TOWN Design Specifications and guidelines), delivery lead time and construction schedule. If awardee fails to submit and abide by said schedule, TOWN reserves the right to cancel the WO and PO at no cost to the Owner. Unless impacted by a Force Majeure, scopes pertaining to awards under this contract should not exceed a completion period of six (6) months from the WO and PO issuance date.

The goods and/or services listed in this bid are for the purposes of price comparison and are not intended to be all inclusive. The Town may add goods and/or services at any time during the term of this Agreement at a cost to be agreed upon by the Vendor and the Town.

CONTINUING SERVICES CONTRACT

1. Only vendors awarded under this bid will be allowed to participate in any upcoming projects for playgrounds, surfacing, repairs, fabric shade structures, and outdoor fitness equipment.
2. Projects shall be assigned on an individual basis to any of the awarded Contractors using the Contract prices based on total project cost and schedule constraints. Request for proposals shall

be submitted for project scope. The Town shall specify a deadline to submit the proposals. Any proposals not submitted or submitted after the deadline may be deemed nonresponsive.

3. Proposals shall be requested on a project-by-project basis to any of the awarded Contractors. The Contractor will be required to provide an itemized cost proposal for each project based on the Contract prices in the bid. Proposals shall be provided within ten (10) business days of request.

4. The TOWN's individual project request for proposal format shall include the following items:

4.1 A detailed breakdown of the cost for the entire project. Descriptions of additional services related to the project, together with their price, shall also be listed.

4.2 Include Catalog Name, Number and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.

4.3 Names of any and all subcontractors on the project. It is understood the bidder remains responsible for project completion and acceptance by the TOWN. The TOWN reserves the right to reject any quotation in response to an individual project request for proposal if said quotation names a subcontractor who has, in the sole opinion of the TOWN, previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award.

5. Project Schedule and Completion Date

Include an updated catalog, if needed and updated MSRP lists for the park and play equipment specifically quoted. The Town will generate a Work Order and Purchase Order as a result of approved proposal submitted, at the sole discretion of the Town. The Town reserves the right to not award to any, or to use other available bids or contracts when in the best interest of the TOWN. Project schedules will be developed with the low bidder and the Contract Time shall be established and adhered to within the execute Work order.

INSTRUCTIONS TO BIDDERS

1. Cone of Silence. The TOWN prohibits any discussion by a Contractor subcontractor with Selection Committee members or any other employee regarding this Contract including but not limited to the Town Manager and Town Councilors about the project during the selection process from the time of advertisement until contract award except during public meetings. Violation of this policy shall result in disqualification of the vendor.

2. Contract. The successful Contractor shall be required to execute the Contract included with this RFP and be able to provide the required insurance. Contractors not able to do this should not respond. Any request for a revision to the standard contract shall be submitted prior to the RFP due date in order to be considered. The Contractor understands that this RFP does not constitute

an agreement or contract with the Contractor. TOWN contracts are awarded only when a fully executed written agreement has been returned to the Contractor by the TOWN.

3. All questions concerning this selection process or this document must be e-mailed to LPerez@goldenbeach.us. Questions shall be received no later than 4:00 PM on Monday the week prior to the qualification due date.
4. No oral interpretation of this RFP shall be considered binding. The TOWN shall be bound only when such statements are written and executed under the authority of the Purchasing Manager. Any and all interpretations, responses to questions or supplemental instructions will be in the form of written addendum via www.demandstar.com. Failure of any Contractor to receive such addendum shall not relieve said Contractor from any obligation under the RFP submitted. All addenda issued shall become part of the Contract Documents.
5. The TOWN reserves the right to reject any and all submittals with or without cause, to waive technicalities, or to accept those submittals which best serve the interests of the TOWN.
6. All submittals shall become public records upon receipt by the TOWN.
7. Submittals may be withdrawn prior to due date by written request dispatched by the Contractor and received by the Purchasing Division before the time for receiving Submittals has expired.
8. The TOWN reserves the right to request clarification of information submitted and to request additional information of one or more Contractors after the deadline for receipt of Submittals.
9. Costs for preparation of a response to this request are solely those of the Contractors and the TOWN assumes no responsibility for any such costs incurred by the Contractor. The TOWN will not be liable for any costs incurred by the Contractor prior to execution of the contract by the parties.
10. Submittals shall be formatted to letter sized paper and with a minimum 12-point font.
11. Contractors are instructed NOT to fax or e-mail their submittal as they shall be rejected as non-responsive.
12. Contractors must indicate on the outside of their envelope the following:
 - RFP Number and Name
 - Due Date and Time
 - Name and address of Contractor
13. All Submittals must be manually and duly signed by an authorized corporate officer, principal, or partner (as applicable) with a signature in full on the Cover Letter/Statement of Interest. When a firm is a Contractor, the RFP shall be signed in the name of the firm by one or more of the partners. When a corporation is the Contractor, the officer signing shall set out the corporate name in full beneath which he shall sign his name, give title of his office and affix the corporate seal. Anyone signing the RFP as agent must file with its legal evidence of the signature

authority. Contractors who are nonresident corporations shall furnish to the TOWN a certified copy of their permit to transact business in the State of Florida along with their RFP.

14. Submittals that contain any limiting terms and conditions that do not explicitly agree to provide the scope in the contract documents may be disqualified.

15. Any Contractor who presents in its RFP to the TOWN, any information which is determined by the TOWN, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, may be disqualified from consideration.

16. Protests shall be in accordance with the procedure as established.

17. All Submittals must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by person signing the RFP documents. All Submittal documents and/or necessary forms must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

18. The Contractor, sub-recipient or sub-Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts. Failure by the Contractor to carry out these requirements is a material breach of the contract which may result in the termination of the contract or such other remedy as the recipient deems appropriate.

19. It is the policy of the United States, the State of Florida, or the TOWN that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns (hereinafter "small business concerns") shall have the maximum practicable opportunity to participate in performing contracts, including contracts and subcontracts. It is further the policy that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns. The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the appropriate government agency as may be necessary to determine the extent of the Contractor's compliance with this clause.

20. Selection Committee meetings are posted on the TOWN's website at www.goldenbeach.us in accordance with the Florida Sunshine Law. Selection Committee meetings are open to the public except meetings at which a vendor makes an oral presentation or at which a vendor answers questions as part of this competitive solicitation in accordance with Section 286.0113, Fla. Stat.

21. Notification of shortlist shall be within 72 hours of a selection committee meeting via e-mail to all firms. Firms that do not provide an e-mail address as requested above shall not be notified. Final selection of #1 ranked firm(s) shall be posted on www.demandstar.com.

22. Section 112.313, Fla. Stat., prohibits contracts with TOWN employees, officers and advisory board members. All bidders must disclose the name of any Town of Golden Beach officer or employee who owns, directly or indirectly an interest in the bidder's firm or any of its branches.

23. Prompt Payment. The payment due date for the purchase of goods or services other than construction services is 45 days after the date on which a proper invoice is received by the TOWN; or if a proper invoice is not received by the local governmental entity, the date on which services are completed.

If the terms under which a purchase is made allow for partial deliveries and a payment request or proper invoice is submitted for a partial delivery, the time for payment for the partial delivery must be calculated from the time of the partial delivery and the submission of the payment request or invoice in the same manner as provided herein. All payments due and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. The vendor must invoice the TOWN for any interest accrued in order to receive the interest payment. Any overdue period of less than 1 month is considered as 1 month in computing interest. Unpaid interest is compounded monthly. For the purposes of this section, the term “1 month” means a period beginning on any day of one month and ending on the same day of the following month.

[END OF SECTION]



**SAMPLE AGREEMENT BETWEEN TOWN AND CONTRACTOR FOR
GOODS AND SERVICES**

THIS AGREEMENT, effective this _____ day of _____ in the year, 2026,

between:

TOWN OF GOLDEN BEACH, a political subdivision of the State of Florida, (hereinafter TOWN), located at 100 Ocean Blvd. Golden Beach, Florida 33160

AND the CONTRACTOR:
(hereinafter CONTRACTOR)

Contract Name: PLAYGROUND EQUIPMENT AND INSTALLATION
Contract Number: RFP 2026-001

In accordance with the following terms:

Total Contract Price: \$ _____

Substantial Completion Time: _____ calendar days

Liquidated Damages: \$ _____ per day following substantial completion

Final Completion Time: 30 calendar days upon issuance of the Punchlist

Liquidated Damages: \$ per day following final completion

WHEREAS, the TOWN has previously determined that it has a need for goods and/or services more specifically outlined in the Request for Proposals (RFP) and the Scope of Services; and

WHEREAS, the TOWN solicited competitive bids for such services pursuant to the Town of Golden Beach bid number referenced on Page 1 of this Agreement; and

WHEREAS, the TOWN awarded the Bid to CONTRACTOR; and

WHEREAS, the CONTRACTOR has represented that it is able to satisfactorily provide the services and or materials according to the terms and conditions of the RFP, which is incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed. The CONTRACTOR hereby agrees to provide the TOWN with goods and services, as requested and more specifically outlined in the Scope of Services attached hereto and made a part hereof as Exhibit A, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement, including any additional contract terms contained herein.

2. Time of Service. Services shall be performed in a timely manner, as specified in the Request for Bid or as set forth herein.

3. Term of Agreement/Option of Renewal. This Agreement shall be in effect from the date of execution and for the term and agreed upon project construction schedule. This Agreement may be extended subject to execution of a written agreement between the TOWN and CONTRACTOR for up to 90 additional days beyond the term and agreed upon renewal options. This option shall be exercised only if all prices, terms and conditions remain the same or decrease.

4. Amendment of the Agreement. This Agreement may be amended only by mutual written agreement signed by the parties. No statement, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or is binding upon any of them. The parties acknowledge that this agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

5. Assignment/Subcontracting. The CONTRACTOR shall perform all services and provide all goods and equipment required by this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the TOWN. In the event of a corporate acquisition and/or merger, the CONTRACTOR shall provide written notice to the TOWN within thirty (30) business days of CONTRACTOR'S notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably exercised by the TOWN, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal laws. Action by the TOWN awarding a bid to a bidder, which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

6. Time of Performance

6.1 Performance under this Agreement deliver the goods and perform the services in accordance with the schedule set forth in each issued Work Order, unless terminated earlier in accordance with the terms of this Agreement. Time is of the essence with respect to CONTRACTOR'S obligations under this Agreement.

6.2 If either party anticipates any delay in performance, it shall promptly notify the other party in writing, stating the reason for the delay and the expected duration. Any such delay shall not relieve the party of its obligations unless agreed to in writing by the other party.

6.3 Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, acts of government, natural disasters, labor strikes, or power outages, provided that the affected party gives prompt written notice of the delay and resumes performance as soon as practicable.

7. Liquidated Damages

7.1 Upon failure of the CONTRACTOR to Finally Complete the Agreement within the specified period of time, plus approved time extensions, the CONTRACTOR shall pay to the TOWN daily liquidated damages in the amount shown on Page 1 of this Agreement to reflect the TOWN's estimated damages resulting from the delay to Final Completion.

7.2 Milestones, milestone completion dates, and applicable Liquidated Damages shall be in accordance with the Contract Documents.

7.3 If the milestones are not strictly complied with, then Liquidated Damages will be assessed against the CONTRACTOR, which are agreed upon, and it is further agreed that such Liquidated Damages bear a reasonable relationship to damages to be incurred by the TOWN. The CONTRACTOR agrees to the reasonableness of the posted Liquidated Damages amount, which may not equal actual damages, and shall be legally enforceable in a court of law.

8. Termination

8.1 TOWN shall notify CONTRACTOR of any failure to comply with any requirement in the Scope of Work and shall notify CONTRACTOR in writing of such failure/default. CONTRACTOR shall correct such failure/default within five (5) working days. TOWN shall have the right to terminate this Agreement if such correction is not made within the time specified above.

8.2 Failure of the CONTRACTOR to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of the TOWN.

8.3 TOWN reserves the right to cancel this Agreement, without cause, by giving thirty (30) days prior written notice to the CONTRACTOR of the intention to terminate.

9. Pricing and Payment

9.1 All Products and Services under this Agreement will be priced and/or discounted as stated in the Contractor's Proposal. It is understood that Contractor's current catalog/supply/product information price list are subject to change throughout the term of this Agreement. However, percent discount shall remain fixed for the entire term of this Agreement including any renewals or extensions thereto.

9.2 Freight must be pre-paid and added to the Invoice and the quote. The TOWN will pay actual freight charges.

9.3 For changes in the Work performed by the CONTRACTOR's own forces, the CONTRACTOR shall be entitled to a percentage 10% (ten percent) mark-up for Actual

Costs. For changes in the Work performed by subcontractors: (A) the subcontractor shall be entitled to mark-up the cost of the change(s) by 10% (ten percent); and (B) the CONTRACTOR shall be entitled to mark-up the subcontractor's total by 5% (five percent). The foregoing shall be the maximum amount allowable for subcontractor's and the CONTRACTOR's Actual Costs.

10. Compensation.

10.1 TOWN shall pay CONTRACTOR upon CONTRACTOR's completion of, and TOWN's acceptance of, the services required herein, in the amounts specified in the Price Schedule attached hereto and made a part hereof as Exhibit B. Price escalations will be considered at the end of each year and must be documented with written verifications of industry price increases. TOWN shall pay invoices in accordance with the Local Government Prompt Payment Act.

10.2 Invoices shall be signed by the Contractor and must include the following information and items:

1. The Contractor's name, address and phone number, including payment remittance address.
2. The Invoice number and date.
3. Reference to the Agreement by its title and number as designated by the TOWN and Purchase Order number.
4. Identify the Products and/or Services covered by the Invoice.
5. The total amount of payment requested, the total amount previously requested, and the total amount paid to date for such Products and/or Services covered by the Invoice.
6. Supporting documentation necessary to satisfy auditing requirements (both preaudits and post-audits), for cost and Services completion.
7. The Contractor must provide any additional documents, certificates, or information as needed to support or document the Invoice as may be requested by the TOWN.

11. Permit/ Licenses.

11.1 CONTRACTOR must secure and maintain all permits and licenses as required by local, State, and Federal regulations as necessary to perform the Work of the Contract in accordance with all regulatory and permit requirements.

11.2 The CONTRACTOR is responsible for performing the Work in accordance with all permit conditions whether Contractor holds the permit or TOWN holds the permit.

11.3 CONTRACTOR will be responsible to pay for and obtain any other permits required for execution of the work. Contractor will be responsible for treatment of development water prior to disposal, in accordance with the contract documents and local, State and Federal regulations.

11.4 The TOWN shall pay the fee for all permits except those that are construction or material use permits performed within the CONTRACTOR's means and methods of

construction. Costs associated with obtaining permits shall be included in bid pricing provided by the TOWN.

12. Public Records.

12.1 CONTRACTOR shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically Contractor shall:

12.1.1. Keep and maintain public records required by the TOWN to perform the Agreement.

12.1.2. 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.

12.1.3. 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 the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the TOWN.

12.1.4. Upon completion of the Agreement, transfer, at no cost, to the TOWN all public records in possession of the CONTRACTOR or keep and maintain public records required by the TOWN to perform the Agreement. If the CONTRACTOR transfers all public records to the TOWN upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the 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, in a format that is compatible with the information technology systems of the TOWN.

12.1.5 All blueprints, schematics and design drawings received by the CONTRACTOR from the TOWN shall not be re-copied or forwarded to another party unless documented permission has been received by TOWN. Documents shall be documented as retained, returned, or destroyed by CONTRACTOR accepting said documents. In accordance with the Florida Public Records Act, these documents are exempt from Public Disclosure as described in 119.071, Fla. Stat., general exemptions from inspection or copying of public records.

12.2 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 AT (305) 932-0744, LPerez@goldenbeach.us; 100 Ocean Blvd. Golden Beach, FL 33160.

12.3 Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

13. Minimum Insurance Requirement. The CONTRACTOR must maintain insurance in at least the amounts required throughout the term of this Agreement or any renewals or extensions. The CONTRACTOR must provide a Certificate of Insurance in accordance with the Insurance Requirements and as set forth herein naming the TOWN as an additional named insured evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement.

13.1 Loss Deductible Clause: The TOWN shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductibles shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

13.2 Worker's Compensation Insurance: The Contractor shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the TOWN for the protection of its employees not otherwise protected. Coverage to include Employers Liability \$100,000 each accident, \$100,000 Disease/Employee and \$500,000 each Disease/Maximum.

13.3 Commercial Automobile Liability Insurance: The Contractor shall take out and maintain during the life of this agreement Comprehensive Automobile Liability Insurance for "Any Auto" (owned, hired and non-owned) for a minimum of \$1,000,000 Combined Single Limit.

13.4 Commercial General Liability Insurance: The Contractor shall take out and maintain during the life of this agreement Commercial General Liability Insurance Including coverage for bodily injury, property damage, personal/advertising injury and products/completed operations for negligent acts which may arise from operations under this Agreement whether such operations are alone or by anyone directly or indirectly employed by it.

The policy should include Contractual Liability to cover the hold harmless and indemnity provision as set forth in this agreement. A per project limit of liability is required. The amounts of such insurance shall be the minimum limit as follows:

Each Occurrence - \$1,000,000

Personal/Advertising Injury - \$1,000,000

Products/Completed Operations Aggregate - \$2,000,000

General Aggregate - \$2,000,000

Fire Damage - \$100,000 and 1 fire

Medical Expense - \$10,000 any 1 person

13.5 Commercial Automobile and General Liability Insurance: The Contractor shall require each of its subcontractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subcontractors in its policy, as specified above.

13.6 Waiver of Subrogation. The CONTRACTOR hereby waives any and all rights of 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 the 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.

14. Indemnification. CONTRACTOR shall indemnify and hold harmless the TOWN and Federal government from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, person or property by or from the said CONTRACTOR; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or on account of any act or omission, neglect or misconduct of the said CONTRACTOR; or by, or on account of, any claim or amounts recovered under the "Workers Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the TOWN. The first ten dollars (\$10.00) of compensation received by the CONTRACTOR represents specific consideration for this indemnification obligation.

15. Governing Law. The laws of the State of Florida shall govern this Agreement.

16. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986. The CONTRACTOR is and shall remain an independent contractor and is neither agent, employee, partner nor joint venture of TOWN. CONTRACTOR acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control act of 1986 located at 8 U.S.C. 1324, et. Seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the Agreement, at the discretion of TOWN.

17. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement to be impossible or performance.

18. Conflict of Interest. CONTRACTOR represents that it has no interest and shall acquire no interest(s), which conflict in any manner with the performance of services required hereunder, as

provided for in Chapter 112, Part 111, of the Florida Statutes, CONTRACTOR further represents that no person having any interest shall be employed for said performance. CONTRACTOR shall notify TOWN in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONTRACTOR may undertake and request an opinion from TOWN, the prospective business association, interest or circumstance would not constitute a conflict of interest by CONTRACTOR, TOWN shall so state in the notification and CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict with respect to services provided to TOWN by CONTRACTOR under the terms of this Agreement.

19. Documents Comprising Agreement. The Agreement documents shall include this Agreement as well as the following documents, which are incorporated herein by reference.

19.1 TOWN's Request for Bid and all of its addenda and attachments which are part of RFP set forth above.

19.2 Contractor's Certificate of Insurance required in the Request for Bid;

19.3 Contractor's response to the RFP or soliciting document.

20. Dispute Resolution.

20.1 As a condition precedent to the filing of any legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the TOWN shall select the mediator, who, if selected solely by the TOWN, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediator.

20.2 **Attorney's Fees.** The parties expressly agree that each party will bear its own attorney's fees incurred in connection with this Agreement.

20.3 **Venue.** This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Miami, Florida.

20.4 **Non-jury trial.** The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

20.5 The parties expressly and specifically hereby waive all tort claims and limit their remedies to breach of contract as to any issue in any way connected with this Agreement.

21. Confidential Information.

21.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software, and documentation of one Party (a "Disclosing Party") that is furnished or made available or

otherwise disclosed to the other Party or to such other Party's employees, contractors, or agents (a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked "Proprietary". Such information may be disclosed to those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties.

Notwithstanding the foregoing sentence, TOWN shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, including but not limited to Section 119, Fla. Stat. Existence and terms of this Agreement shall constitute a public record and shall be subject to Section 119, Fla. Stat.

CONTRACTOR agrees to comply with the requirements of Sec. 119.0701, Fla. Stat.

21.2 If TOWN receives a public records request for public records received from CONTRACTOR, including any public records request for Proprietary Information or for records that may be or may contain Proprietary Information, TOWN shall promptly notify CONTRACTOR. The notice shall inform CONTRACTOR that it must promptly inform TOWN, in writing, whether or not CONTRACTOR claims an exemption to the release of part or all of the requested public record. If CONTRACTOR claims that part or all of a public record is exempt from inspection and copying, that writing shall state the basis of the exemption that it contends is applicable to the record, including the statutory citation to an exemption created or afforded by statute. If CONTRACTOR claims that an exemption applies to part of a requested public record, CONTRACTOR shall, in that writing, identify for redaction the part of that public record to which the exemption is asserted and validly applies, and the remainder of that public record shall be produced for inspection and copying. If CONTRACTOR promptly notifies TOWN of a claim of exemption, TOWN shall review the exemption claimed and decide whether to release the public records. If CONTRACTOR fails to promptly notify TOWN that it claims an exemption to the release of the requested public record, that failure constitutes a waiver of any claim of trade secret or confidentiality, and TOWN shall release the record as requested.

21.3 CONTRACTOR will indemnify, defend, and hold TOWN, TOWN's elected officials, employees, agents, and attorneys and their successors (each an "Indemnatee") harmless of and from any claim brought or threatened against any Indemnatee by any person or entity on account of or related to any public records request for public records, as that term is defined in Section 119.011, Fla. Stat., that are or may be or may contain Proprietary Information, each of which may be defended, settled or pursued by TOWN with counsel of TOWN's choice but at the expense of CONTRACTOR, including reasonable attorneys' fees and costs, including attorneys' fees and costs in litigation and on appeal incurred by or awarded against any Indemnatee or agreed upon by any Indemnatee as part of any settlement of any claim for attorney's fees and costs for failure to produce requested public records disclosed to an Indemnatee by CONTRACTOR.

21.4 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party Proprietary Information and other documents, work

papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement, subject to Chapter 119 and other public records retention requirements set forth in Florida law.

22. E-Verify. In compliance with Section 448.095, Fla. Stat., the CONTRACTOR and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

22.1 If the CONTRACTOR enters into a contract with a subcontractor, the subcontractor must provide the CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

22.2 The TOWN, the CONTRACTOR, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this Article shall terminate the contract with the person or entity.

22.3 The TOWN, upon good faith belief that a subcontractor knowingly violated the provisions of Article 32, but the CONTRACTOR otherwise complied, shall promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor.

22.4 A contract terminated under the provisions of Article 32 is not a breach of contract and may not be considered such.

22.5 Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in Article 18 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Article 18.

23. Audit Rights

23.1 The Owner reserves the right to audit the records of the successful Bidder for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of five (5) years after completion and acceptance by the Owner. If required by the Owner, the successful Bidder agrees to submit to an audit by an independent certified public accountant selected by the Owner. The successful Bidder shall allow the Owner to inspect, examine and review the records of the successful Bidder in relation to this Contract at any and all times during normal business hours during the term of the Contract.

IN WITNESS WHEREOF, the TOWN and the CONTACTOR have executed this Agreement as of the last date written below.

ATTEST

TOWN OF GOLDEN BEACH

Lisette Perez

Town Clerk

[CONTRACTOR NAME]

Glenn Singer

Mayor

**APPROVED AS TO FORM &
LEGAL SUFFICIENCY**

Name

Title

Steven Helfman

Town Attorney

EXHIBIT B

SAMPLE

Phone: (305) XXX-XXXX

Email: _____@goldenbeach.us

Date

Contractor/Vendor

Address

RE: Contract Name:

Contract#

Notice to Proceed

Mr/Ms. XXXXX:

This letter constitutes the official “Notice to Proceed” for Work Order #_____ for all work associated in the Contract, specifically that work included in the Scope for Work, Order #_____. The official start date shall be XXXX XX, 20XX and work shall be finished to Substantial Completion within XXX days or by XXXX XX, 20XX. The Final Completion date shall be within 30 days of the issuance of the punchlist, or by XXXX XX, 2025. Attached as Exhibit “A” to this “Notice to Proceed” is the Town of Golden Beach Notice and Contractor’s Acknowledgement of Contractual Liquidated Damages Provisions. Please execute this “Notice to Proceed” where indicated below and execute Exhibit “A” in the presence of a Notary and the signed originals to me.

Sincerely,

Name/Title

Receipt of “Notice to Proceed” acknowledged by:

Contractor/Vendor Representative Name

Title

EXHIBIT C

SAMPLE



**EXHIBIT “A” TO NOTICE TO PROCEED
TOWN OF GOLDEN BEACH’S NOTICE AND
CONTRACTOR’S ACKNOWLEDGEMENT OF
CONTRACTUAL LIQUIDATED DAMAGES PROVISIONS**

Insert name of contractor here (the “Contractor”) is hereby notified by the Town of Golden Beach (the “County”) and acknowledges the following:

1. Article 7 of the Agreement between TOWN and Contractor dated **Date** (the “Agreement”) for the construction of _____ **project** specifically provides the following:

7.1 Upon failure of the CONTRACTOR to Finally Complete the Agreement within the specified period of time, plus approved time extensions, the CONTRACTOR shall pay to the TOWN daily liquidated damages in the amount shown on Page 1 of this Agreement to reflect the TOWN’s estimated damages resulting from the delay to Final Completion.

7.2 Liquidated Damages shall be in accordance with the construction schedule.

7.3 If the milestones are not strictly complied with, then Liquidated Damages will be assessed against the CONTRACTOR, which are agreed upon, and it is further agreed that such Liquidated Damages bear a reasonable relationship to damages to be incurred by the TOWN, and are not a penalty.

2. The Agreement further provides on Page 1 that daily liquidated damages for delays in substantial completion is the amount of \$.00, and the daily liquidated damages for final completion is the amount of \$.00.

3. The Contractor acknowledges the Contractor and the TOWN stipulated in advance the amount to be paid as liquidated damages in the event of a breach as provided in the Agreement, and further, the Contractor and the TOWN so stipulated because the damages from a breach were not readily ascertainable at the time of the drawing of the Agreement.

4. The Contractor further acknowledges the liquidated damages provisions of the Agreement are not a penalty.

5. Nothing in this Notice and Acknowledgment shall constitute a waiver of any affirmative defense the Contractor may have to any claim of liquidated damages other than the amount of the liquidated damages as provided in the Agreement.

6. The Contractor signs this Notice and Acknowledgement through its duly authorized representative, and does so voluntarily and without duress after reading the foregoing in its entirety.

Contractor/Vendor

By: _____

Contractor/Vendor Representative Name, Title

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 20____, by _____, as _____ of

_____ a Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced a driver's license issued within the past 5 years as identification.

NOTARY PUBLIC SEAL

Notary Public, State of Florida

(Printed, Typed or Stamped)

EXHIBIT D

SAMPLE



RFP #2026-001

Playground Equipment & Installation

WORK ORDER NO. _____

Pursuant to that certain Contract (“**Contract**”) between the Town of Golden Beach (“**TOWN**”) and (“**Contractor**”) dated , **Contractor** hereby agrees to provide the services specified on Exhibit “A”, under the terms and conditions and at a cost of \$ all as more specifically described in Exhibit “A”, attached hereto and incorporated by this reference. The terms of the **Contract** shall be deemed to be incorporated in each individual Work Order as if fully set forth herein.

Substantial Completion Time: _____calendar days

Final Completion Time: **30** calendar days upon issuance of the Punchlist

(Pursuant to Section 218.735, Florida Statutes)

Liquidated Damages: \$_____ per day

IN WITNESS WHEREOF, the **TOWN** and the **Contractor** have executed this Work Order effective this _____day of 2026 .

(**CONTRACTOR NAME**)

TOWN OF GOLDEN BEACH

(Title) Title

Glenn Singer, Mayor

Work orders \$200,000 or greater (or otherwise indicated)

Payment & Performance Bonds shall be recorded in the public records of the Town of Golden Beach. **A certified copy of completed and recorded bonds must be delivered to and accepted by the TOWN prior to commencement of the Work.** Bond premiums shall be paid by Contractor. Bonds shall be on the form provided by the County and written through a licensed agency that fulfills the requirements of §287.0935, Fla. Stat.