

SPECIFICATIONS, GENERAL TERMS AND CONDITIONS

Invitation to Bid for
Exterior Painting of Town Center and Police Department Facilities



TOWN OF JUNO BEACH
340 OCEAN DRIVE
JUNO BEACH, FL 33408

ANTHONY R. MERIANO
DIRECTOR OF PUBLIC WORKS
(561) 626-1122

Exterior Building Painting

TABLE OF CONTENTS

Invitation to Bid	Page 3
Instruction to Bidders and Terms and Conditions	Pages 4-9
Drug Free Workplace	Page 10
Public Entity Crime Statement	Pages 11-12
Specifications	Page 13
Bid Proposal	Pages 14-16
Bid Bond Form	Page 17-18
Standard Contract	Pages 19-28

INVITATION TO BID

The Town of Juno Beach is soliciting sealed bids for labor, material and associated equipment costs to prepare, prime and paint all exterior surfaces of the Town Center and the Police Department buildings, including exterior door surfaces, windows and handrails. The Town Center building is a two (2) story structure with a clock tower, and the bidder is responsible for including in its bid price the costs for all scaffolds, staging, ladders and/or aerial lift equipment necessary to perform the above ground level work in a safe and efficient manner. **The Town of Juno Beach has noted the specific brand, sheen level, and color of paint required. At the discretion of Town Staff, the Town may accept a comparable type and quality of paint. Information pertaining to the paint is specified in the bid package on page 13.**

Sealed bids will be received by the Finance Department, Juno Beach Town Center, 340 Ocean Drive, Juno Beach, Florida 33408 until **11:00a.m. on Thursday, July 18, 2019** at which time all bids will be publicly opened and read aloud in the Town Council Chambers. Any bids received after the time specified will not be accepted and shall be returned unopened to the Bidder.

The Invitation to Bid is open to inspection and may be obtained at the Town of Juno Beach, 340 Ocean Drive, Juno Beach, Florida 33408, on the Town's website www.juno-beach.fl.us, Demandstar.com, VendorRegistry.com or by contacting Anthony Meriano, Public Works Director, (561) 656-0310 or ameriano@juno-beach.fl.us. A non-refundable \$5.00 charge for each hardcopy of the Invitation to Bid will be required. Electronic copies are free of charge.

No bid may be withdrawn for a period of sixty (60) days after the scheduled closing date for the receipt of bids except as otherwise provided in the Instructions to Bidders and Terms and Conditions.

The Town of Juno Beach reserves the right to reject any or all bids, to waive technicalities, and to re-advertise. The award, if made, will be made the responsive bidder whose bid is determined by the Town, in its sole discretion, to be most advantageous.

TOWN OF JUNO BEACH, FLORIDA
Anthony R. Meriano
Director of Public Works

Publish: Palm Beach Post
Sunday, June 23, 2019

INSTRUCTIONS TO BIDDERS AND TERMS AND CONDITIONS

GENERAL INFORMATION

The Bid Documents consist of the Invitation to Bid, the Instruction to Bidders and Terms and Conditions, the Bid Proposal Form, the Drug Free Workplace Certification, the Sworn Statement on Public Entity Crimes, the Bid Bond Form, the Standard Contract, and any Addenda issued prior to the date designated for receipt of bids.

Complete sets of the Bid Documents shall be used in preparing the Bid Proposal. The Town of Juno Beach (“Town” or “Owner”) does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents. The Bid Proposal Form is to be filled in, signed, and all required documents are to be placed in a sealed envelope bearing the words “*Exterior Painting of Town Center and Police Department Facilities*” on the outside and mailed or presented to the Town Clerk’s Office on or before the specified time and date.

It is the sole responsibility of the Bidder to ensure that his/her Bid is received by the Town on or before the closing date and time. The Town shall in no way be responsible for delays caused by any occurrence. Bids submitted by telephone, telegram or facsimile will not be accepted.

The bid opening time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. Such bids shall be returned to the vendor unopened.

All bids must be typewritten or filled in with pen and ink. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed or the signature attested to by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

All corrections made by a Bidder to the bid price must be initialed.

Bidders shall not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment.

The submission of a bid shall constitute an incontrovertible representation by the Bidder that the Bidding Documents and Contract are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

For information concerning this Bid, please contact:

Anthony R. Meriano
Director of Public Works
Town of Juno Beach
340 Ocean Drive
Juno Beach, FL 33408

All questions must be submitted in writing by fax to 561-656-0311 or by email to ameriano@juno-beach.fl.us at least 7 days prior to the bid opening.

ACCEPTANCE/REJECTION

The Town reserves the right to accept or to reject any or all bids in whole or in part, with or without cause, to waive any informalities and technicalities and to make the award to the Bidder, who in the sole opinion of the Town, is the lowest responsive, responsible Bidder and whose Bid will be most advantageous to the Town. The Town reserves the right to reject the Bid of any Bidder who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. The Town reserves the right to request a re-bid.

ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the Bid Response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid, whether submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the terms and conditions in this bid solicitation are the only conditions applicable to the Bid and the Bidder's authorized signature affixed to the Bidder acknowledgment form attests to this.

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

No oral interpretations will be made to any Bidder as to the meaning of the Bid Documents. Any inquiry or request for interpretation received seven (7) or more days prior to the date fixed for opening of Bids will be given consideration. All such changes and interpretations will be made in writing in the form of an addendum and, if issued, will be posted, emailed or sent by available means to all known prospective Bidders prior to the established Bid opening date. Submission of a Bid constitutes acknowledgment by the Bidder of the receipt of addenda. All addenda are a part of the Bid Documents and each Bidder will be bound by such addenda, whether or not received by the Bidder. It is the responsibility of each Bidder to verify receipt of all addenda issued before Bids are opened. No authorization is allowed by Town personnel to interpret, or give information as to Bid requirements in addition to that which is contained in the written Bid document and addenda.

BID SECURITY

Each bid in excess of fifty thousand dollars (\$50,000) shall be accompanied by a Bid Security (in the form of, at the Bidder's option, of a cashier's check, money order or Bid Bond) in an amount equal to at least five percent (5%) of the bid price pledging that the Bidder shall, within fourteen (14) days after the Town accepts the Bid, enter into the Standard Contract with the Town on the terms stated in the Bid. Should the Bidder refuse to enter into the Contract, the amount of the bid security shall be forfeited to the Town as liquidated damages, not as a penalty.

CONTRACTUAL AGREEMENT

The Bid Documents shall be included and incorporated in the Standard Contract, a copy of which is included in the Bid Documents. The order of contract precedence will be the Contract and then Bid Documents and the Bid Response. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County and the Contract will be interpreted according to the laws of Florida.

FEDERAL AND STATE TAX

The Town is exempt from Federal and State taxes for tangible personal property. However, vendors or contractors doing business with the Town shall **not** be authorized to use the Town's Tax Exemption Number in securing materials for performance of the work associated with this Project.

LEGAL REQUIREMENTS

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

VARIANCES

The Bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications for the Contract being proposed. For purposes of bid evaluation, Bidders must indicate any variances to the specifications, terms and conditions, no matter how slight. If variations are not stated in the bid, it shall be construed that the bid fully complies with the specifications, terms and conditions as given herein.

TRADE, BRAND NAMES

The Town reserves the right to order specific brand/manufacture items on a "NO SUBSTITUTE" basis where those items have been found by usage and experience to be the most durable, suitable,

and acceptable for operational conditions of the Town.

AWARD

The Town reserves the right to hold all Bids and Bid Guarantees for a period not to exceed sixty (60) days after the date of bid opening stated in the Invitation to Bid.

BID WITHDRAWAL

Any bid may be withdrawn up until the time set for opening of the bids. Any bids not so withdrawn shall, upon opening, constitute an irrevocable offer to sell to the Town the goods or services set forth in the attached specifications until one or more of the bids have been duly accepted by the Town.

If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed written notice with the Town and promptly demonstrates to the reasonable satisfaction of the Town that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw the Bid. Thereafter, that Bidder will be disqualified from further bids on the work.

CERTIFICATION

When applicable, each vendor must hold a Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board and a current Business Tax Receipt. Copies of such Certificate and Receipt must be submitted with the Bid and must be in the name of the vendor shown on the Bid page.

NON-APPROPRIATIONS

The obligations of the Town to make a Bid award and execute a Contract under the terms of this Invitation to Bid are contingent upon funds lawfully appropriated for this purpose. Should funds not be appropriated for this purpose, the Town, at its sole discretion, shall have the right to reject all bids.

BID FORMS

In filling out bid forms, Bidders shall be governed by the following provisions.

- (A) Bids must be made on the blanks provided herewith. The blank spaces in the bid form must be filled in, regardless of whether quantities are shown, and no change shall be made either in the phraseology of, or in the items mentioned in the bid form.
- (B) Lump sum bids shall be shown in figures.
- (C) Any bid which does not contain prices set opposite each of the items for which there is a blank space, or any bid which in any manner fails to conform to the condition of the published notice may be rejected.

- (D) Bids must be signed in ink by the Bidder with the signature in full.
- (E) Bids that contain any omission, erasure, alteration, addition or item not called for, or that show irregularities of any kind, will be considered as informal or irregular. This will constitute cause for the rejection of the Bid.
- (F) If a Bidder wishes to change prices, they shall strike the price and add the changes in the appropriate space. Changes shall be initialed by the person submitting the bid. Any changes or alteration of prices in the bid must be initialed. Failure to initial these changes or illegible entries or corrections or prices will be cause for the rejection of the bid as informal or irregular.

QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsible Bidder, qualified by experience to provide the work specified. The Bidder shall submit the following information with his bid:

- A. Experience record showing the Bidder's training and experience in similar work.
- B. List and brief description of similar work satisfactorily performed with location, dates of contracts, names, telephone numbers and addresses of owners.
- C. List of equipment and facilities available to do the work.
- D. Evidence of valid state, county and local licenses and receipts proving authority to conduct business in the jurisdiction of the work.

Failure to submit the above requested information may be cause for rejection of the Bid.

SITE ACCESS AND DUTIES

For the performance of the contract, the selected Bidder will be permitted to occupy such portions of the site as permitted by Owner or its representative. A reasonable amount of tools, materials or equipment for construction purposes may be stored in such place, but not more than is necessary to avoid delays in construction. Excavated and waste materials shall be piled or stocked in such a way as to not interfere with spaces that may be designated to be left free and unobstructed, not to inconvenience other contractors or the owners.

Upon completion of the work and before acceptance and final payment is made, the selected Bidder shall clean and remove from the site of the work, surplus and discarded materials, temporary structures and debris of every kind. The selected Bidder shall leave the site of work in a neat and orderly condition equal to that which originally existed. Surplus and waste materials removed from the site of the work will be disposed of at locations satisfactory to Owner.

REGULATIONS, PERMITS AND FEES

The selected Bidder will be required to obtain all permits and/or licenses required to provide the required goods and/or services to the Town. The selected bidder must comply with all Federal, State and local laws and regulations that may apply.

CONE OF SILENCE

This Invitation to Bid is expressly subject to the Cone of Silence provisions of Section 2-355 of the Palm Beach County Code of Ordinances. Any contract entered into in violation of the cone of silence provisions shall render the transaction voidable.

DRUG FREE WORKPLACE

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

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

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

Bidder's Signature

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

1. This sworn statement is submitted to the Town of Juno 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: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or 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 or a conviction of a public entity crime, with or without an adjudication 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 jury verdict, nonjury 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 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 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 person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 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 or of the United States

with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

_____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. 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 vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS 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 this _____ day of _____, 201_ by _____, who is personally known to me or produced _____ as identification.

Notary Public
My Commission Expires:

SPECIFICATIONS

The Town estimates the surface area to be approximately 21,000 square feet, requiring approximately 200 gallons of paint product. It is the sole responsibility of the bidder to verify the total area and gallons of paint required to complete the work. The following criteria are required for the exterior painting of the Town Center and Police Department facilities:

- Paint Specifications are as follows:
 - Benjamin Moore Exterior Paint, or equal
 - Sheen level: Satin Finish
 - Color: HC-36
 - Stucco Primer: Superpaint tinted, or equal
 - Warranty: Seven (7) year minimum

- Contractor to include cost for all scaffolds, ladders, staging, and/or aerial lift equipment necessary to perform work above ground level in a safe and efficient manner. The Town will make reasonable provisions for cutting back bushes, trees and shrubs which affect the work area.

- Because the buildings shall remain open to serve the public during the on-going work, all reasonable efforts must be taken to ensure public access, to provide for the safety of people using these facilities, and to minimize any disruption to daily activities.

- Extreme care must be taken to avoid paint, solvents or materials from becoming windborne and causing harm or damage to people, vehicles or property.

BID PROPOSAL FORM

Bid of _____ (Bidder), to furnish all materials, equipment and labor and to perform all work in accordance with the requirements of the specifications and contract documents for:

Invitation to Bid for Exterior Painting of Town Center and Police Department Facilities

TO: Anthony R. Meriano, Public Works Director
Town of Juno Beach
340 Ocean Drive
Juno Beach, FL 33408

**BID OPENING DATE: Thursday, July 18, 2019 @ 11:00a.m. AT THE JUNO BEACH
TOWN CENTER, 340 OCEAN DRIVE, JUNO BEACH, FL 33408**

Bid prices shall be summarized on the SUMMARY OF BID ITEMS table (following pages). It is the responsibility of the Bidder to provide exact measurements and quantities needed for all painting products as they pertain to this project. The Town reserves the right to make any necessary changes to the quantities by increasing or decreasing same.

NOTE: BIDS shall include all sales tax and other applicable taxes and permitting fees. BIDDER agrees to perform all of the work described in the Contract Documents and on the Construction Plans in the following unit prices or lump sum(s).

QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsible Bidder, qualified by experience to provide the work specified. The Bidder shall submit the following information with his bid:

- A. Experience record showing the Bidder's training and experience in similar work.
- B. List and brief description of similar work satisfactorily performed with location, dates of contracts, names, telephone numbers and addresses of owners.
- C. List of equipment and facilities available to do the work.
- D. Evidence of valid state, county and local licenses and receipts proving authority to conduct business in the jurisdiction of the work.

Failure to submit the above requested information may be cause for rejection of the Bid.

SUMMARY OF BID ITEMS

ITEM	DESCRIPTION OF BID ITEMS	TOTAL PRICE
1.	<p>Preparation for Painting: Pressure wash all surfaces to be painted Scrape and sand surfaces, where needed or as determined by Town staff Caulk all doors, windows, where needed or as determined by Town staff Use stucco patch on all stucco cracks or holes</p>	
2.	<p>Prime and Paint: Prime exterior surfaces with stucco primer sealer, tinted, first coat Rust inhibitor on rust spots, if warranted Body and trim – two (2) coats – Benjamin Moore Exterior Paint HC – 36, or equal, including Sherwin Williams/100% Mildicide and Stucco Primer/Superpaint or equal Trim: Same as exterior surfaces Sheen level: Satin finish Warranty: Seven (7) years minimum.</p>	
3.	<p>Additional: Exterior Doors - Twelve (12) Windows – Paint all window trim which is presently painted green. <u>Do not paint</u> any white powder coated window or door frames. Handrails – Prime/topcoat Industrial Gloss All green painted French Doors White catwalk ceilings</p> <p>Excluded items: Town Center and Police Department Front Doors All Rain Gutters All Electric Hurricane Shutters Roof</p>	
GRAND TOTAL		

STATE PRICE IN WORDS AND FIGURES

TOTAL BID: Exterior Painting of Town Center and P.D. Facilities (Items 1-3)

_____ DOLLARS (\$ _____)

SUMMARY OF ALTERNATE BID ITEMS

ITEM	ALTERNATE BID ITEM	TOTAL PRICE
1.	Power wash, prepare and paint the Police Department vehicle garage per specifications of the Town Center and Police Department facilities.	

STATE PRICE IN WORDS AND FIGURES

TOTAL ALTERNATE BID: Police Department Vehicle Garage Only

_____ DOLLARS (\$ _____)

The undersigned Bidder has carefully examined the specifications and contract documents and the site of the proposed work. The undersigned is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done. The undersigned agrees to do all the work and furnish all materials called for by the specifications and bid documents, in the manner prescribed therein and to the standards of quality and performance established by the Town of Juno Beach for the prices designated in the spaces herein provided. The Town reserves the right to alter or exchange any provision of this bid with the successful Bidders acknowledgment.

Signature

Print Name

Title

Date

Phone Number

E-Mail

Address: _____

Attest:

BID BOND (For Bids in Excess or \$50,000.00)

BIDDER (Name and Address):

SURETY (Name and Address and Principal Place of Business):

OWNER (Name and Address):

BID DUE DATE: _____

PROJECT: Exterior Painting of Town Center and the Police Department Facilities within the Town of Juno Beach

BOND:

BOND NUMBER: _____

DATE (Not later than Bid due date): _____

PENAL SUM: _____

(Words)

(Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the next page hereof, do cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)

(Seal)

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth in the face of this Bond.

2. Default of Bidder shall occur upon failure of the Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by the Owner) the executed Contract required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Contract required by the Bidding Documents, or

3.2 All Bids are rejected by Owner.

4. Payment under this Bond will be due and payable upon default by Bidder within 30 calendar days after receipt by Bidder and surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state and county in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of the Bond. Such notices may be sent by personal delivery, commercial courier, or by United States registered or certified mail, return receipt required, postage pre-paid and shall be deemed to be effective upon receipt by the party concerned.

8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

10. The term "Bid" as used herein include a bid, offer or proposal as applicable.

CONTRACT FOR SERVICES

This Contract is made as of the _____ day of _____, 201_, by and between the Town of Juno Beach, a Florida municipal corporation, hereinafter referred to as the TOWN, and _____ [] an individual, [] a partnership, [] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is _____.

In consideration of the mutual promises contained herein, the TOWN and the CONTRACTOR agree as follows:

ARTICLE 1. SERVICES

The CONTRACTOR'S responsibility under this Contract is to supply labor, equipment and materials to properly prepare, prime and paint the exterior surfaces, doors, windows and handrails at the specified locations at the Town Center, in accordance with the Specifications and Terms and Conditions set forth in the Bid Documents for "**Exterior Painting of Town Center and Police Department Facilities**" issued by the Town, which are incorporated herein by reference.

The TOWN'S representative/liaison during the performance of this Contract shall be Anthony R. Meriano, Director of Public Works, telephone number (561) 626-1122.

ARTICLE 2. SCHEDULE

Services shall commence upon issuance of the "Notice to Proceed" by the Town, and the Project shall be completed on weekend days. Contractor must complete this project within thirty (30) days from the Town's issuance of a "Notice to Proceed".

ARTICLE 3. PAYMENTS TO CONTRACTOR

- A. Generally - The TOWN agrees to compensate the CONTRACTOR in accordance with the Bid submitted by the CONTRACTOR. The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services nor shall said fees exceed the amounts as set forth in the Bid.
- B. Payments - Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the TOWN'S representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the TOWN representative's approval.
- C. Final Invoice - In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the TOWN. This certifies that all services have been properly performed and all

charges have been invoiced to the Town of Juno Beach. 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.

ARTICLE 4. TERMINATION

This Contract may be cancelled by the CONTRACTOR upon thirty (30) days prior written notice to the TOWN'S representative in the event of substantial failure by the TOWN to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the TOWN, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the TOWN'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the TOWN the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in progress, completed work, and other materials related to the terminated work to the TOWN.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5. EQUIPMENT AND PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary equipment and personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the TOWN.

All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All CONTRACTOR'S personnel (and all Subcontractors) while on Town premises, will comply with all Town requirements governing conduct, safety, and security.

ARTICLE 6. INSURANCE

- A. Prior to execution of this Contract by the TOWN the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance

policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Article and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the TOWN'S representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

- B. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.
- C. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- D. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall, in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the TOWN.
- E. All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall specifically include the TOWN as an Additional Insured.

ARTICLE 7. INDEMNIFICATION

- A. To the fullest extent permitted by applicable laws and regulations, the CONTRACTOR shall indemnify and save harmless and defend the TOWN, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by the CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of the CONTRACTOR and/or its subcontractors, agents, servants or employees.

- B. The CONTRACTOR shall not be required to indemnify the TOWN, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the TOWN, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.

- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the TOWN or the CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the waiver provided in § 768.28, Florida Statutes.

ARTICLE 8. SUCCESSORS AND ASSIGNS

The TOWN and the CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the TOWN nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the TOWN which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the TOWN and the CONTRACTOR.

ARTICLE 9. REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 10. EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR'S request, the TOWN shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without it or its subcontractor's fault or negligence the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the TOWN'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 11. INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work, services and/or activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the TOWN. All persons engaged in any of the work, services and/or activities performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees, agents, or servants to the TOWN shall be that of an Independent Contractor and not as employees or agents of the TOWN.

The CONTRACTOR does not have the power or authority to bind the TOWN in any promise, agreement or representation other than as specifically provided for in this agreement.

ARTICLE 12. NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 13. ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 14. AUTHORITY TO CONDUCT BUSINESS

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the TOWN'S representative upon request.

ARTICLE 15. SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 16. PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S.287.133(3)(a).

ARTICLE 17. MODIFICATIONS OF WORK

The TOWN reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the TOWN’S notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the TOWN of any estimated change in the completion date, and (3) advise the TOWN if the contemplated change shall effect the CONTRACTOR’S ability to meet the completion dates or schedules of this Contract.

If the TOWN so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by the contemplated change, pending the TOWN’S decision to proceed with the change.

If the TOWN elects to make the change, the TOWN shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the Town of Juno Beach.

ARTICLE 18. NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the TOWN shall be mailed to:

Town of Juno Beach
340 Ocean Drive
Juno Beach, Florida 33408
Attention: Anthony R. Meriano, Director of Public Works

and if sent to the CONTRACTOR shall be mailed to:

ARTICLE 19. ENTIRETY OF CONTRACTUAL AGREEMENT

The TOWN and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated

herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 17- Modifications of Work.

ARTICLE 20. WARRANTY/GUARANTY

CONTRACTOR warrants that its Services under this Contract will be free of defects in materials and workmanship for a period of one year following completion of those Services or as otherwise provided in the Specifications.

ARTICLE 21. PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall continuously maintain adequate protection of all work from damage, and shall protect the TOWN'S property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the TOWN or employees of the TOWN, the CONTRACTOR shall provide any necessary materials to maintain such protection.

Until acceptance of the work by the TOWN, the TOWN'S property shall be under the charge and care of the CONTRACTOR and the CONTRACTOR shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and the CONTRACTOR shall repair, restore and make good, without additional work occasioned by any of the above causes before its completion and acceptance.

ARTICLE 22. TIME IS OF THE ESSENCE/LIQUIDATED DAMAGES.

Time is of the essence in all respects under this Contract, and the parties agree that the TOWN will suffer financial loss if the work contemplated herein is not completed within the time specified, including any authorized extensions. The parties also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the TOWN if the work is not completed on time. 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 to the TOWN an amount equal to \$250.00 for each day that expires after the time specified for completion.

ARTICLE 23. WAIVER

Failure of the TOWN to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of TOWN'S right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 24. PREPARATION

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 25. MATERIALITY

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and TOWN may at its option and without notice terminate this Contract.

ARTICLE 26. REPRESENTATIONS/BINDING AUTHORITY

CONTRACTOR represents that the person executing this Agreement has the power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract.

ARTICLE 27. CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of Specifications, General Terms and Conditions for the **Exterior Painting of Town Center and Police Department Facilities** and all Bidding Documents issued by the TOWN. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between this Contract and the remaining documents, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 28. LEGAL EFFECT

This Contract shall not become binding and effective until approved by the TOWN Council of the TOWN of Juno Beach or its designated representative.

ARTICLE 29. DEFAULT

Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

- A. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to material, men, suppliers, or laborers, upon any property, right of way, easement or other interest in land or right to use within the territorial boundaries of the TOWN which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;
- B. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or

- C. The filing of a petition by or against CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of CONTRACTOR or CONTRACTOR's property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for CONTRACTOR or for CONTRACTOR's property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

CONTRACTOR shall provide written notice to the TOWN of the occurrence of any event of default within ten (10) days of CONTRACTOR's receipt of notice of any such default.

ARTICLE 30. INSPECTOR GENERAL

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 this contract and in furtherance thereof, may demand and obtain records and testimony from the CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of contractor or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the TOWN to be a material breach of the Contract Documents justifying termination.

ARTICLE 31. PUBLIC RECORDS

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: (561) 656-0316; CCOPELAND@JUNO-BEACH.FL.US; OR 340 OCEAN DRIVE, JUNO BEACH, FL 33408.

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CONTRACTOR shall:

1. Keep and maintain public records required by the TOWN to perform the service.
2. Upon request from the TOWN's custodian of public records, provide the TOWN with a copy 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.
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 Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the TOWN.

4. Upon completion of the 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 services. 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, in a format that is compatible with the information technology systems of the TOWN.

IN WITNESS WHEREOF, TOWN and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

TOWN OF JUNO BEACH:

CONTRACTOR:

BY: _____
TOWN MANAGER

BY: _____

Name: _____

Title: _____

ATTEST:

WITNESSED BY:

BY: _____
TOWN CLERK

Print Name:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
TOWN ATTORNEY