SPECIFICATIONS, GENERAL TERMS AND CONDITIONS

Request for Proposals

Renovation of Dune Walkover

Located at 570 Ocean Drive, Juno Beach, FL

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

ANDREA DOBBINS
PROJECT COORDINATOR/
RISK MANAGER
(561) 656-0326

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REQUEST FOR PROPOSALS

The Town of Juno Beach will be receiving sealed proposals from qualified contractors to **Renovate the Dune Walkover located at 570 Ocean Drive**, in Juno Beach. This project will include, but is not limited to, demolishing, removing and replacing the wood structure. The new structure shall include hand rails/posts, decking, stringers, and bench seating per the engineered drawings provided by Isiminger & Stubbs Engineering, Inc.

A voluntary pre-bid meeting will be held at the Town Center on Thursday, November 21, 2019 at 10:00 a.m.

Interested firms shall submit one (1) original and three (3) copies of their proposal in a sealed envelope bearing the name and address of the firm and the words **"Dune Walkover Renovation"** to the Town of Juno Beach, 340 Ocean Drive, Juno Beach, Florida 33408 by **11:00 a.m. on Wednesday, December 11, 2019**. Any proposals received after the date and time specified will not be accepted and shall be returned unopened to the Proposer. All proposals will be publicly opened and acknowledged in the Town Council Chambers. **Please note that construction must be completed by March 1, 2020 (the start of sea turtle nesting season)**.

The Request for Proposals 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 Andrea Dobbins, Project Coordinator/Risk Manager, at (561) 656-0326 or adobbins@juno-beach.fl.us. Electronic copies are free of charge.

No proposal may be withdrawn for a period of 60 days after the scheduled closing date for the receipt of proposals except as otherwise provided in the Instructions to Proposers and Terms and Conditions.

The Town of Juno Beach reserves the right to reject any or all proposals, to waive technicalities, and to re-advertise. The award, if made, will be to the lowest responsive, responsible Proposer as determined solely by the Town.

TOWN OF JUNO BEACH, FLORIDA
Andrea Dobbins
Project Coordinator/Risk Manager

Publish: Palm Beach Post
Sunday, November 17, 2019

INSTRUCTIONS TO PROPOSERS AND TERMS AND CONDITIONS

GENERAL INFORMATION

The Proposal Documents consist of:

1. Request for Proposals;
2. Instructions to Proposers and Terms and Conditions;
3. Introduction, Scope of Work/Specifications, Proposal Response Format;
4. Drug Free Workplace Certification;
5. Sworn Statement on Public Entity Crimes;
6. Standard Contract for Services;
7. Technical Specifications, Product Reports & Construction Plans.

Complete sets of the Proposal Documents shall be used in preparing the Proposal. The Town of Juno Beach ("Owner") does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets. Responses should be complete, signed, and all required documents are to be placed in a sealed envelope bearing the words **"Dune Walkover Renovation"** on the outside and mailed or presented to the Finance Department on or before the specified time and date.

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

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

All proposals must be typewritten or filled in with pen and ink. Proposals by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence or statement 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.

Proposals 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 Proposer to the proposal price must be initialed.

Proposers shall not be allowed to modify their proposals after the opening time and date. Proposal files may be examined during normal working hours and after the proposal opening by appointment.

The submission of a proposal shall constitute an incontrovertible representation by the Proposer that the Proposal 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 Proposal, please contact:

Andrea Dobbins, Project Coordinator/Risk Manager
Town of Juno Beach
340 Ocean Drive
Juno Beach, FL 33408

All questions regarding this Request for Proposal shall be directed in writing; preferably by email to adobbins@juno-beach.fl.us or fax: 561-656-0327. **Questions shall be submitted no later than 3:00pm EST, on Friday, December 6, 2019.** Questions submitted after that date and time shall not be answered and shall not be considered grounds for a protest.

Note: Written requirements in the Request for Proposal or its amendments are binding, oral communications are not.

CALENDAR OF EVENTS

Listed below are the important actions and dates/times by which the actions must be taken or completed. If the Town finds it necessary to change any of these dates/times, it will advise Proposer of such changes through the issuance of an Addendum. All listed times are Eastern Standard Time (EST) in Juno Beach, Florida.

Date/Time	Action/Activity
November 18, 2019	RFP available on Town website and other links
November 21, 2019 at 10:00am	Voluntary Pre-Bid Meeting
December 6, 2019, 3:00pm	Questions Due
December 11, 2019, 11:00am	RFP Due
December 11, 2019, 11:30am	Evaluation Committee Meeting
December 11, 2019, 5:30pm	Town Council Agenda Item – Award Consideration
December 12, 2019	Project Commencement

ACCEPTANCE/REJECTION

The Town reserves the right to accept or to reject any or all proposals in whole or in part, with or without cause, to waive any informalities and technicalities and to make the award to the Proposer, who in the opinion of the Town, is the lowest responsive, responsible Proposer and whose Proposal will be most advantageous to the Town. The Town also reserves the right to reject the Proposal of any Proposer 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-proposal.

ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the Proposal 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 proposal, 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 proposal solicitation are the only conditions applicable to the Proposal and the Proposer's authorized signature affixed to the Proposer acknowledgment form attests to this.

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

No oral interpretations will be made to any Proposer as to the meaning of the Proposal Documents. Any inquiry or request for interpretation received two (2) or more days prior to the date fixed for opening of Proposals 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 mailed or sent by available means to all known prospective Proposers prior to the established Proposal opening date. Submission of a Proposal constitutes acknowledgment by the Proposer of the receipt of addenda. All addenda are a part of the Proposal Documents and each Proposer will be bound by such addenda, whether or not actually received. It is the responsibility of each Proposer to verify that he has received all addenda issued before Proposals are opened. Town personnel are not authorized to interpret or modify the written Proposal requirements, except through the issuance of addenda.

CONTRACTUAL AGREEMENT

The Proposal Documents shall be included and incorporated into the Standard Contract, a copy of which is included in the Proposal Documents. The order of contract precedence shall be as follows: the Contract; the Proposal Documents and the Proposal 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. 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 Proposer shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications for the Contract being proposed. For purposes of proposal evaluation, Proposers must indicate any variances to the specifications, terms and conditions, no matter how slight. If variations are not stated in the proposal, it shall be construed that the proposal fully complies with the specifications, terms and conditions as given herein.

TRADE, BRAND NAMES

Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limited competition. The Town reserves the right, however, to order specific brand/manufacturer 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 Proposals and Proposal Guarantees for a period not to exceed sixty (60) days after the date of proposal opening stated in the Request for Proposal.

PROPOSAL WITHDRAWAL

Any proposal may be withdrawn up until the time set for opening of the proposals. Any proposals 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 proposals have been duly accepted by the Town.

If, within twenty-four hours (24) after Proposals are opened, any Proposer files a duly signed written notice with Owner and promptly demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of his/her Proposal, that Proposer may withdraw his/her Proposal. Thereafter, that Proposer will be disqualified from further proposals on the work.

CERTIFICATION

When applicable, vendor must hold 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 Proposal and must be in the name of the vendor shown on the Proposal page.

NON-APPROPRIATIONS

The obligations of the Town to make a Proposal award and execute a Contract under the terms of this Request for Proposal 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 proposals.

PROPOSAL FORMS

In completing proposals, Proposers shall be governed by the following provisions.

(A) Lump sum proposals shall be shown in figures.

(B) Proposals must be signed in ink by the Proposer with the signature in full.

(C) Proposals 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 Proposal.

(D) If a Proposer wishes to change prices, he/she shall strike the price and add the changes in the appropriate space. Changes shall be initialed by the person submitting the proposal. Any changes or alteration of prices in the proposal must be initialed. Failure to initial these changes or illegible entries or corrections or prices will be cause for the rejection of the proposal as informal or irregular.

QUALIFICATION OF PROPOSERS

This proposal shall be awarded only to a responsible Proposer, qualified by experience to provide the work specified. The required information is set forth in Section 2, Page 11 of the "Introduction, Proposal Response Format, and Scope of Work/Specifications" portion of this RFP.

SITE ACCESS AND DUTIES

For the performance of the contract, the contractor will be permitted to occupy such portions of the job site as permitted by the owner or its representative or as necessary to complete requested services. He/she shall leave the site of work in a neat and orderly condition equal to that which originally existed. 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.

The Town takes no responsibility for lost materials/tools, the contractor may leave tools and materials at the job site at his own risk. Excavated and waste materials shall be piled or stocked in such a way as to not interfere with the dune or the beach and shall be removed, if possible, at the end of each day. Although closed off to the public for beach access, this site shall be left unobstructed, not to inconvenience other contractors or the owners.

Upon completion of the work and before acceptance and final payment is made, the contractor shall clean and remove from the site of the work, surplus and discarded materials, temporary structures and debris of every kind. He 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 the owner.

REGULATIONS, PERMITS AND FEES

The selected Proposer will be required to obtain at its own expense all licenses required to provide the required services to the Town. A Juno Beach building permit will be required for this project but will not require any fees to be paid by selected contractor. The selected Proposer must comply with all Federal, State and local laws and regulations that may apply, including, but not limited to, those specifically referenced in the Proposal Documents.

CONE OF SILENCE:

This Request for Proposals 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.

TIME FOR COMPLETION

The selected contractor will be required to complete all below grade or sub-structural work **before March 1, 2020**, which marks the start of sea turtle nesting season, and complete remainder of work and have the site cleared of construction equipment **by March 20, 2020**. In addition to liquidated damages set forth in the contract, failure to complete all below grade or sub-structural work before March 1, 2020 may result in enforcement action against the selected contractor by the Florida Department of Environmental Protection.

EVALUATION OF PROPOSALS

Proposers shall be ranked based on the following criteria.

Max. Points	Category
20	***Qualifications, Background and Experience of Firm*** • Qualifications and experience with similar projects • Availability of qualified personnel • Evidence of valid state, county and local licenses and receipts proving authority to conduct business in the jurisdiction of the work.
20	***References (provide a minimum of 3)*** • Provide a minimum of three (3) projects with a brief description of similar work performed. • Provide the designated contact person's name from the referenced projects including; title, organization, address telephone number, email address, location and date.
10	***Date of Commencement & Completion*** • Construction of all sub-structure for this dune walkover shall be **completed before March 1, 2020 (the start of turtle nesting season)** and complete remainder of work and have the site cleared of construction equipment **by March 20, 2020.**
50	***Price*** • Itemized Proposal Price to include all materials and labor to successfully complete this renovation project.

INTRODUCTION, PROPOSAL RESPONSE FORMAT, AND SCOPE OF WORK/SPECIFICATIONS

SECTION 1 – INTRODUCTION

The Town of Juno Beach is seeking proposals from qualified contractors to Renovate the Dune Walkover located at 570 Ocean Drive, in Juno Beach. This project includes, but is not limited to, demolishing, removing and replacing the old dune walkover structure. The installation of the new dune walkover structure includes, but is not limited to, hand rails/posts, decking, stringers, and bench seating in accordance with the engineered drawings provided by Isiminger & Stubbs Engineering, Inc.

This Request for Proposals (RFP) states the overall scope of products and services desired, as well as desired vendor qualifications and evaluation criteria.

For information concerning this Proposal, please contact:

Andrea Dobbins, Project Coordinator/Risk Manager
Town of Juno Beach
340 Ocean Drive
Juno Beach, FL 33408
adobbins@juno-beach.fl.us, office: 561-656-0326, fax: 561-656-0327.

CALENDAR OF EVENTS

Listed below are the important actions and dates/times by which the actions must be taken or completed. If the Town finds it necessary to change any of these dates/times, it will be accomplished by addendum. All listed times are Eastern Standard Time (EST) in Juno Beach, Florida.

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SECTION 2 – PROPOSAL RESPONSE FORMAT

The proposer shall follow the following format when submitting their RFP. The Town is not interested in brochures or superfluous information. Only provide the items requested below.

1. Cover letter - Provide a letter on your company's letterhead with the following information:
    a. Describe the firm's organizational background.
    b. Number of years in business. (Minimum 5 years desired.)
    c. Include a description of the firm's experience in providing similar work and projects.
    d. Federal tax ID number.
    e. Copy of business license from your city of origin and proof the company is licensed to sell/perform their services in the State of Florida.
    f. The staff person assigned to the Town's project. The expectation is that this person will be the point of contact for all activities on the account and will be responsible for making sure that the project is executed in accordance with the established terms.
    g. Disclose any relevant information that your firm believes demonstrates its qualifications for the project and/or distinguishes the firm's proposal from other proposals.
    h. Confirmation of any addendums posted.
    i. State this proposal is valid for 60 days from the due date of the RFP.
    j. The letter must be signed by a person authorized to bind the company in a contract with the Town.

2. References – Provide a minimum of three (3) projects and customers with a brief description of similar work performed. Provide the designated contact person's name, title, organization, address, telephone number, email address, location and date.

3. Itemized Summary of Proposal Items to include all materials and labor to satisfactorily complete this project. Use Proposal Form provided.

4. Provide specific statements on product specifications, if necessary.

5. Attach required Town forms to this RFP.
    1) Cover Letter
    2) Proposal Form
    3) Drug Free Workplace
    4) Public Entity Crime Statement
    5) Signed Contract for Services

6. Submit one (1) original and three (3) copies in a sealed envelope bearing the name and address of the firm and the words "Renovation of Dune Walkover" to Town of Juno Beach, 340 Ocean Drive, Juno Beach, Florida 33408 by 11:00 a.m. on Wednesday, December 11, 2019.

SECTION 3 – SCOPE OF WORK/SPECIFICATIONS

Please see the following attachments:

- Attachment A - Technical Specifications
- Attachment B - EverGrain – Report
- Attachment C - Pressure Treated Lumber – Report
- Attachment D - Ipe Specifications
- Attachment E - Construction Drawings

PROPOSAL FORM

Proposal of _____ (Proposer), to furnish ALL materials, equipment and labor and to perform all work in accordance with the requirements of the Proposal Documents, Construction/Site Plans and Scope of Work/Specifications for:

Renovation of Dune Walkover
570 Ocean Drive, Juno Beach

TO: Andrea Dobbins, Project Coordinator/Risk Manager
Town of Juno Beach
340 Ocean Drive
Juno Beach, FL 33408

PROPOSAL OPENING DATE:
Wednesday, December 11, 2019 at 11:00 A.M.
JUNO BEACH TOWN CENTER,
340 OCEAN DRIVE, JUNO BEACH, FL 33408

BASE PROPOSAL

DESCRIPTION ***PRICE***

Demolition and removal of dune walkover structure,
as specified in construction drawings.
Installation of new walkover utilizing **PRESSURE TREATED LUMBER** including substructure
(stringers/bents), rail posts, handrails, bench seats,
and decking, as specified in construction drawings.

BASE PROPOSAL TOTAL PRICE $_____

ALTERNATE PROPOSAL #1

DESCRIPTION ***PRICE***

Base Proposal Items Except install **EverGrain/Lumberock Composite Decking** *
as specified in construction drawings.
(*see technical data sheet specifications)

ALTERNATE PROPOSAL TOTAL PRICE $_____

PROPOSAL FORM, continued

ALTERNATE PROPOSAL #2

DESCRIPTION ***PRICE***

Base Proposal Items Except install **Ipe wood** *
as specified in construction drawings.
(*see technical data sheet specifications)

ALTERNATE PROPOSAL TOTAL PRICE $_____

The undersigned Proposer 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, construction plans and proposal 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 proposal with the successful Proposers acknowledgment. A Juno Beach building permit is required for this project.

Contractor agrees that all construction of all sub-structure for this dune walkover shall be completed before March 1, 2020 (the start of turtle nesting season) and complete remainder of the work and have the site cleared of construction equipment by March 20, 2020.

_____

Signature Print Name

_____ _____ _____

Title Date Phone Number

Address:_____

_____

Attest:_____

DRUG FREE WORKPLACE

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____

Vendor'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 Section 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision 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 Section 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 Section 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 Section 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 proposals or applies to proposal on contracts

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

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

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

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

_____The entity submitting this sworn statement, or one 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 _____, 20__ by _____, who is personally known to me or produced _____ as identification.

_____

Notary Public

My Commission Expires:

CONTRACT FOR SERVICES

This Contract is made as of the _____ day of _____, 20__, 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 is to demolish and remove from the job site the old dune walkover structure and install a new walkover structure per the construction plans as designed by Isiminger & Stubbs Engineering, Inc., in accordance with the Specifications and Terms and Conditions set forth in the Proposal Documents and as identified on the Construction Drawings (Plans), Technical Specifications and Product Specifications for the project, which are incorporated herein by reference.

The TOWN'S representative/liaison during the performance of this Contract shall be Andrea Dobbins, Project Coordinator/Risk Manager, telephone number (561) 656-0326, adobbins@juno-beach.fl.us

ARTICLE 2-SCHEDULE/TERM

Construction shall commence upon notification from Project Coordinator and Contractor shall complete all below grade or sub-structural work (pilings) **before March 1, 2020**. The entire project must be complete and the site cleared of construction materials and equipment **by March 20, 2020**.

ARTICLE 3-COMPENSATION TO CONTRACTOR

A. Generally - The TOWN agrees to compensate the CONTRACTOR in accordance with the Proposal submitted by the CONTRACTOR. CONTRACTOR'S Proposal is incorporated herein by reference. The total and cumulative amount of this contract shall not exceed the amount of funds budgeted for these services nor shall said fees exceed the amounts as set forth in the Proposal.

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. CONTRACTOR will invoice the TOWN in advance for each payment period. Invoices will normally be paid within thirty (30) days following the TOWN representative's approval.

ARTICLE 4-TERMINATION

This Contract may be cancelled by the CONTRACTOR upon **ninety (90) 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-PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary 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 of the 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 Professional Liability Errors and Omissions insurance in the amount of $1,000,000.00 in aggregate 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 OF JUNO BEACH 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 Section 287.133(3)(a), Florida Statutes.

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: Andrea Dobbins, Project Coordinator/Risk Manager

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 by manufacturer.

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-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 23-PREPARATION

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

ARTICLE 24-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 25-CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract incorporates the terms of the Request for Proposals issued by the TOWN and the Proposal Response submitted by CONTRACTOR, and CONTRACTOR agrees to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that a conflict exists 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 26-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 27–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 the sum of $500.00 per day for each day after the dates specified for completion (for completion of the substructure and final completion) set forth in Article 2. Liquidated damages may be deducted from payments due to the CONTRACTOR.

ARTICLE 28-AUDITS

If applicable, the Contractor shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles. The Commission, the State of Florida, United States Department of Energy or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion.

ARTICLE 29-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 30-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 31–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 32–PUBLIC RECORDS

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO 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.

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

TOWN OF JUNO BEACH:

BY: _____
MAYOR

ATTEST:

BY: _____
TOWN CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
TOWN ATTORNEY

CONTRACTOR:

BY: _____
Name:
Title:

WITNESSED BY:

_____
Print Name: