

SPECIFICATIONS, GENERAL TERMS AND CONDITIONS

Request for Proposals for the
Renovation of a Dune Walkover Structure and Drainage
Improvements

JB0- Located Donald Ross Road & 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



O: 954-957-9761 F: 954-957-9766
Hartzell Painting
3195 N. Powerline Rd. Suite 101
Pompano Beach, Florida 33069



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

September 3, 2025

Subject: Proposal Submission – Renovation of JB0 Dune Walkover Structure and Drainage Improvements

Dear Ms. Dobbins,

As a licensed Florida contractor with more than 77 years of continuous operation, Hartzell Painting & Construction has built a reputation for integrity, professionalism, and dependable service delivery across South Florida. We are pleased to submit our proposal for the renovation of the JB0 Dune Walkover Structure and Drainage Improvements project.

Organizational Background

Founded in 1948, Hartzell Painting has grown into a trusted contractor serving municipalities, educational institutions, and government agencies. We are a fully licensed and insured firm, authorized to perform work throughout the State of Florida. Our Federal Tax ID number is 59-1144111, and we maintain all required licenses to operate within the jurisdiction of this project.

Experience & Performance

Hartzell Painting has successfully executed multi-year contracts and large-scale service agreements for:

- City of Miami Beach
- City of Delray Beach
- City of Deerfield Beach
- City of Greenacres
- City of Boca Raton
- Town of Highland Beach
- Broward County School Board

These projects have encompassed pressure cleaning, painting, structural maintenance, and facility upgrades. They demonstrate our proven ability to manage complex, multi-site contracts while consistently meeting strict scheduling, safety, and performance requirements.

BROWARD

PALM BEACH

89-5201-P

U-16217

CBC 1252852

www.MYHARTZELL.com

MIAMI-DADE

1160001

MARTIN

SP02651

Resources & Staff

Hartzell Painting maintains a fleet of professional-grade pressure cleaning equipment, service vehicles, and an OSHA-certified workforce. For this project, Mike Goodman, Project Manager will serve as the primary point of contact and project manager, ensuring direct oversight, communication, and execution in accordance with the Town's specifications.

Commitment

We confirm that this proposal is valid for sixty (60) days from the due date of the RFP. Hartzell Painting acknowledges receipt of all addenda issued and is fully prepared to commence services immediately upon award. This letter is signed by an authorized officer of the company, binding Hartzell Painting & Construction in any resulting contract.

We appreciate the opportunity to serve the Town of Juno Beach and are confident in our ability to deliver reliable, efficient, and high-quality services for this important project.

 **Department of the Treasury**
Internal Revenue Service
Cincinnati, OH 45999

In reply refer to: 0233626586
Apr 29, 2015 LTR 147C
59-1144111

ROOF PAINTING BY HART ZELL INC
2301 NW 33RD CT STE 112
POMPANO BEACH FL 33069-1000 378

Taxpayer Identification Number: 59-1144111

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of April 29th, 2015.

Your Employer Identification Number (EIN) is 59-1144111. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call Our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Ms. Dickens
1002986193
Customer Service Representative

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
Roof Painting By Hartzell dba Hartzell Painting	
2 Business name/disregarded entity name, if different from above.	
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.	
<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) <small>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions)	
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
5 Address (number, street, and apt. or suite no.). See instructions. 3195 N Powerline Road, Ste 101	Requester's name and address (optional)
6 City, state, and ZIP code Pompano Beach, FL 33069	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
<input type="text"/>	-	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>			
or									
Employer identification number									
5	9	-	1	1	4	4	1	1	1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person

Date

31/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



ANNIE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.gov Tel: (561) 355-2264

****LOCATED AT****
3195 N POWERLINE RD STE 101
POMPANO BEACH, FL 33069

This document is valid only when received by the Tax Collector's Office.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
PAINTING	HOLMAN EDWARD F JR	U16217	B25.646955 08/05/2025	\$27.50	B40103743

STATE OF FLORIDA
PALM BEACH COUNTY
2025 / 2026 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 200103556
EXPIRES: 09/30/2026

This receipt MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

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



FERRIGNO, WILLIAM ANTHONY JR

HARTZELL PAINTING
3195 N POWERLINE ROAD
POMPANO BEACH FL 33069

LICENSE NUMBER: CGC1517138

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/30/2024

Do not alter this document in any form.

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





ROOFP-2

OP ID: HP

DATE (MM/DD/YYYY)

06/26/2025

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INNOVATIVE INSURANCE CONSULTANTS, INC. 5481 UNIVERSITY DRIVE, #103 CORAL SPRINGS, FL 33067 THOMAS J. DEFARNO	954-340-9551	CONTACT NAME: THOMAS J. DEFARNO PHONE: 954-340-9551 (A/C, No, Ext): E-MAIL ADDRESS: TOM@INNOVATIVE-INSURANCE.COM	FAX (A/C, No): 954-340-9456
INSURED ROOF PAINTING BY HARTZELL, INC. DBA HARTZELL PAINTING 3195 N POWERLINE RD. #101 POMPANO BEACH, FL 33069		INSURER/S AFFORDING COVERAGE INSURER A: JAMES RIVER INSURANCE CO - RUM INSURER B: FCCI INSURANCE CO. INSURER C: AMERICAN INTERSTATE INS. CO. INSURER D: IRONSHORE SPECIALTY INS CO. INSURER E: INSURER F:	NAIC # 12203 10178 25445

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF IMM/DD/YYYY	POLICY EXP IMM/DD/YYYY	LIMITS
A	COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		P0000008828	06/30/2025	06/30/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> BLANKET ADDL INSD					
	<input checked="" type="checkbox"/> BLANKET WAIVER					
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC					
	OTHER:					
B	AUTOMOBILE LIABILITY					
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS		CA100002789-10	06/30/2025	06/30/2026	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR					
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		00132200-3	06/30/2025	06/30/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 SEE NOTES
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A	AVWCFL3362742025	04/15/2025	04/15/2026	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		BLANKET WAIVER INCLUDED			
	If yes, describe under DESCRIPTION OF OPERATIONS below					
B	PROPERTY		CP100047048-07	06/26/2025	06/26/2026	AGGREGATE \$ 2,000,000
D	POLLUTION LIAB		CM100047049-07	06/30/2025	06/30/2026	OCCURRENC \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

BLANKET ADDITIONAL INSURED APPLIES AS PER WRITTEN CONTRACT WITH RESPECTS TO GENERAL LIABILITY, AUTO LIABILITY AND EXCESS LIABILITY
CERTIFICATE HOLDER IS ALSO KNOWN AS ADDITIONAL INSURED WITH RESPECTS TO GENERAL LIABILITY, AS PER WRITTEN CONTRACT.

CERTIFICATE HOLDER

ROOFP-1

ROOF PAINTING BY HARTZELL, INC
DBA HARTZELL PAINTING
3195 N POWERLINE RD. #101
POMPANO BEACH, FL 33069

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Qualifications, Background, and Experience

Company Overview

Hartzell Painting has been serving clients in Florida and the surrounding regions for over 77 years. Our operations combine painting, renovation, and full-scale construction services, with an emphasis on quality, safety, and customer satisfaction. Our reputation is built on integrity, collaboration, and the successful completion of municipal, commercial, and residential projects.

Relevant Experience

- Renovation of coastal walkovers, including demolition of aging wood structures and installation of composite decking and handrails.
- Drainage and stormwater management improvements, including construction of swales, concrete sidewalks, and rip-rap systems.
- Municipal facility painting projects completed for City of Miami Beach, City of Delray Beach, City of Boca Raton, City of Deerfield Beach, City of Greenacres, City of Boca Raton, Town of Highland Beach and Broward County School Board.

Personnel & Capabilities

Our project team is comprised of experienced supervisors, certified tradespeople, and support staff trained in OSHA standards and environmentally sensitive construction methods. The designated project manager, Mike Goodwin, will coordinate all activities, ensure compliance with specifications, and serve as the primary contact with the Town of Juno Beach.

Licenses and Compliance

- General Contractor licensed to operate in the State of Florida.
- Federal Tax ID: 59-1144111
- Business License: 185-1268
- Fully bonded and insured.

Distinguishing Factors

- Proven expertise with coastal and environmental projects.
- Strong supplier and subcontractor relationships ensuring timely delivery.
- Emphasis on sustainable construction practices.

Quality Service Integrity



August 30, 2025- Reference List Dune Crossover

1- Isaac Kovner City of Delray Beach 434 Swinton Avenue Delray Beach FL 33444 561-243-7322 kovner@mydelraybeach.com	\$1,064,000.00	March 2019
2- Zanetta Newell City of Deerfield Beach 200 Goolsby Deerfield beach FL 561-895-0087 znewell@deerfield-beach.com	\$2,200,000.00	2023-2025
3- Olga Sanchez 2015 -2025 City of Miami Beach 1833 Bay rd. Miami Beach FL 33139 786-367-7253 olgasanchez@miamibeachfl.gov	\$3,500,000.00	2016-2024
4- Horacio Danovich City of Pompano Beach 1201 Ne 5 th Ave Pompano Beach FL 33060 954-786-7836 Horacio.danovich@copbfl.com	\$560,000.00	2018-2020

5- Sarita Shamah \$1,500,000.00 2022-2025
Senior Project Manager
City of Hollywood
2600 Hollywood Blvd. Lifeguard towers
Hollywood FL 33022
sshamah@hollywoodfl.org

Michael Goodwin
Project Director
Mobile: 954-658-0515

PROPOSAL FORM

Proposal of Roof Painting By Hartzell (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 JB0- Dune Walkover Structure and Drainage Improvements Located at Donald Ross Road & 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:
Thursday, September 4, 2025 at 11:00 A.M.
JUNO BEACH TOWN CENTER,
SCHEDULE OF BID ITEMS

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	ESTIMATED COST
1.	MOBILIZATION	1	JOB	L.S.	\$ <u>20,000⁰⁰</u>
2.	M.O.T.	1	JOB	L.S.	\$ <u>200⁰⁰</u>
3.	CONSTRUCT NEW WALKOVER STRUCTURE WITH EVERGRAIN COMPOSITE DECKING PER ISIMINGER ENGINEERING PLANS	1	JOB	L.S.	\$ <u>252,500⁰⁰</u>
4.	SIDEWALK DEMO & NEW SIDEWALK/RAMP PER SIMMONS & WHITE ENGINEERING PLANS	1	JOB	L.S.	\$ <u>2500⁰⁰</u>
5.	RIP/RAP DRAINAGE AREA/SWALE PER SIMMONS & WHITE ENGINEERING PLANS	1	JOB	L.S.	\$ <u>15,000</u>
6.	SILT FENCING	1	JOB	L.S.	\$ <u>3750⁰⁰</u>
7.	BEACH COMPATIBLE FILL (SAND)	20	CY	\$	\$ <u>8000⁰⁰</u>
8.	SEAGRAPE TRIMMING	1	JOB	L.S.	\$ <u>3000⁰⁰</u>
9.	REMOVE & REPLACE SHOWER FACILITIES	1	JOB	L.S.	\$ <u>8562⁵⁰</u>

GRAND TOTAL SITE WORK \$

315,312⁰⁰

PROPOSAL FORM, CONTINUED

*ALTERNATE ITEM

*11.	*OMIT 6' BENCH ADJACENT TO WALKOVER STRUCTURE	1	JOB	L.S. CREDIT	(\$ 1000 ⁰⁰)
<u>GRAND TOTAL SITE WORK LESS ALTERNATE BENCH \$</u>					<u>314,312⁰²</u>

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 at no fee to the contractor.

Contractor agrees that all construction of all sub-structure for this dune walkover shall be completed before March 1, 2026 (the start of turtle nesting season) and complete remainder of the work and have the site cleared of construction equipment and open to the public by March 20, 2026.


Signature


Print Name

Project Director
Title

Date

954-658-0515
Phone Number

Address: 3195 N. Powerline Rd STE 101

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 Mike Goodwin, Project Director

(print individual's name and title)

for Roof Painting By Hantzell

(print name of entity submitting sworn statement)

whose business address is 395 N. Powerline Rd. STE 101
Pompano Beach FL 33069

and (if applicable) its Federal Employer Identification Number (FEIN) is: 59-1144111

(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.

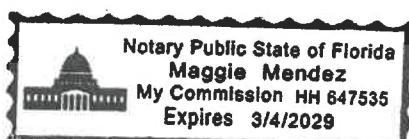
The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent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

Arch 4/1
(Signature)

The foregoing document was sworn and subscribed before me this 3rd day of September, 2025 by mike Goodwin, who is personally known to me or produced as identification.



Maggie Mendez
Notary Public
My Commission Expires: 3-4-2029

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

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

by Mike Goodwin, Project Director

(print individual's name and title)

for Root Painting By Hartzell

(print name of entity submitting sworn statement)

whose business address is 3195 N. Powerline Rd
Pompano Beach FL 33069

and (if applicable) its Federal Employer Identification Number (FEIN) is: 59-1144111

(If the entity has no FEIN, include the Social Security Number of the Individual
signing this sworn statement: 59-1144111)

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

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

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees

and/or costs. I further understand that any contract with the Town for goods or services may be terminated at the option of the Town if the company has been found to have submitted a false certification.


(Signature)

The foregoing document was sworn and subscribed before me this 3rd day of September, 2025 by Michele Goodwin, who is personally known to me or produced _____ as identification.


Maggie Mendez
Notary Public
My Commission Expires: 3-4-2029



BID BOND- No less than five (5) percent of the bid proposal.

BIDDER (Name and Address):

Roof Painting By Hartzell, Inc.
3195 N Powerline Road, Suite 101, Pompano Beach, FL 33069

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

Developers Surety and Indemnity Company
800 Superior Avenue E., 21st Floor
Cleveland, OH 44144

OWNER (Name and Address):

Town of Juno Beach
340 Ocean Drive, Juno Beach, FL 33408

BID DUE DATE: September 4, 2025

PROJECT: JB0-Dune Walkover Renovation Project

BOND:

BOND NUMBER: N/A

DATE (Not later than Bid due date): September 3, 2025

PENAL SUM: Five Percent of Amount Bid

(Words)

5% of Amount Bid

(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

Roof Painting By Hartzell, Inc. (Seal)
(Seal)

Developers Surety and Indemnity Company

By: Deelb Hartzell By: W.A.

Signature and Title

Signature and Title Warren Alter, Attorney-in-Fact
(Attach Power of Attorney)



Attest:

Deelb Hartzell
Signature and Title

Attest: As per attached power of attorney

Signature and Title

**POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY**
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Warren Alter, David Satine, Jonathan Bursevich, Russ Stampler and Joseph Schwartz

, of Miami Lakes, FL

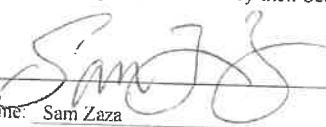
as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective 07/03/2024 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By: 

Printed Name: Sam Zaza

Title: President, Surety Underwriting



ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California

COUNTY OF Orange

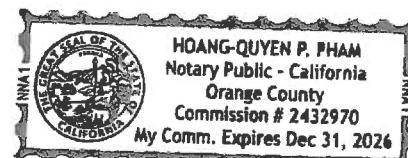
On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California

that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: 

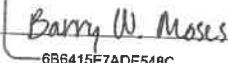


CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

DocuSigned by:

By: 

6B6415E7ADE54BC...

Barry W. Moses, Assistant Secretary

POA No. N/A

DocuSignEnvelopeID:3352BFD6-5E9D-4796-837E-C1E455E6530F

Ed. 0323

Signed and sealed this 3rd day of September 2025.

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 Roof Painting By Huntzell [] 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 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. and Simmons & White, 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, 2026**. The entire project must be complete and the site cleared of construction materials and equipment and fully open to the public **by March 20, 2026**.

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. The TOWN and CONTRACTOR **knowingly, voluntarily and intentionally waive any right they may have to trial by jury** with respect to any litigation arising out of or in connection with this Contract.

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 before, **March 1, 2026**, and final completion, **March 20, 2026**) 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

If the 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.

ARTICLE 33-E-VERIFY

CONTRACTOR warrants and represents that CONTRACTOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. If the Town has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, the TOWN shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the TOWN has a good faith belief that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complied, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.

ARTICLE 34-PUBLIC CONSTRUCTION BOND

As required by Section 255.05, Florida Statutes, CONTRACTOR, upon execution of this Contract, shall provide the TOWN with a Public Construction Bond in the amount of one hundred percent (100%) of the Contract price, prior to commencement of any construction. The Public Construction Bond shall be issued by a qualified surety company authorized to do business in the State of Florida.

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: Edward Holman
Name: Edward Holman
Title: President

WITNESSED BY:

Mike Goodwin
Print Name:
Mike Goodwin

2. References – Provide a minimum of three (3) projects and customers with a brief description of similar work performed within the last four (4) years. 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 for completion dates and 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) Scrutinized Vendor Certification
 - 6) Bid Bond
 - 7) 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 "**JB0 Dune Walkover Renovation**" to Town of Juno Beach, 340 Ocean Drive, Juno Beach, Florida 33408 by 11:00 a.m. on Thursday, September 4, 2025.

SECTION 3 – SCOPE OF WORK/SPECIFICATIONS

- Attachment A - Technical Specifications
- Attachment B - Product Report for EverGrain Decking
- Attachment C - Product Report for Weardeck Decking
- Attachment D - Shower and Grate Specifications
- Attachment E – DEP Field Permit
- Attachment F - Construction Plans (Isiminger & Stubbs; Simmons & White; RL Vaught Survey)