

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No proposal may be withdrawn for a period of 60 days after the scheduled closing date for the receipt of proposals except as otherwise provided in the Instructions to Proposers and Terms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

<u>Date/Time</u>	<u>Action/Activity</u>
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	<i>Qualifications, Background and Experience of Firm</i> <ul style="list-style-type: none">• 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	<i>References (provide a minimum of 3)</i> <ul style="list-style-type: none">• 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	<i>Date of Commencement & Completion</i> <ul style="list-style-type: none">• Construction of all sub-structure for this dune walkover shall be <u>completed before March 1, 2020 (the start of turtle nesting season)</u> and complete remainder of work and have the site cleared of construction equipment <u>by March 20, 2020.</u>
50	<i>Price</i> <ul style="list-style-type: none">• 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.

<u>Date/Time</u>	<u>Action/Activity</u>
November 18, 2019	RFP available on Town website and other links
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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:

CONTRACTOR:

BY: _____
MAYOR

BY: _____
Name:
Title:

ATTEST:

WITNESSED BY:

BY: _____
TOWN CLERK

Print Name:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
TOWN ATTORNEY

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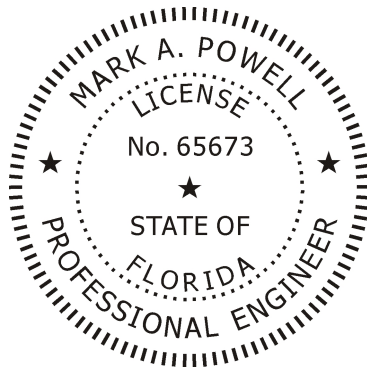
TECHNICAL SPECIFICATIONS
DUNE WALKOVER CONSTRUCTION
JB-3, 570 OCEAN DRIVE
PALM BEACH COUNTY, FLORIDA

Client:
TOWN OF JUNO BEACH

November 2019
REV November 18, 2019

Prepared by
ISIMINGER & STUBBS ENGINEERING, INC.
Coastal - Environmental - Marine
Registry Number 8114

649 U.S. Highway 1, Suite 9
Post Office Box 14702
North Palm Beach, Florida 33408
(561) 881-0003



Mark A. Powell, P.E.
License #65673

Index to Specifications:

1A....General Requirements
2A....Walkover Construction

19123.TECHSPEC.02

This item has been electronically signed and sealed by Mark A. Powell, P.E. on November 18, 2019 using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

SECTION 1A
GENERAL REQUIREMENTS

1.01 SCOPE OF WORK: The Contractor shall furnish all labor, materials, tools, supplies, plant, equipment, and machinery necessary to complete the work in accordance with the contract documents. Materials or work described in words which have a well-known technical trade meaning shall be held to refer to such recognized standards. All materials and supplies shall be new unless otherwise specified. The specific work which is included is shown on the drawings and specified herein.

1.02 EXISTING UTILITIES AND STRUCTURES: The Contractor shall assure himself of any utilities, structures or facilities prior to performing any work. At least two business days prior to start of digging work, the Contractor shall call 811 to provide notification and request each utility agency to advise him of the location of their facilities in the vicinity. The Town of Juno Beach and the Engineer will assume no liability for damages sustained or costs incurred because of Contractor's operations in the vicinity of existing utilities or structures.

A. Buried Materials - Buried concrete, steel and debris may exist at any location.

B. Overhead Power Lines - Overhead power lines may exist on or near the site. Contractor is responsible for taking any necessary precautions if working in the vicinity.

C. Underground Facilities – Power lines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water, may exist at the site. The Contractor shall take all necessary steps to locate and protect these facilities. In the event there are facilities that cannot be protected the Contractor shall flag these areas and bring them to the attention of the Engineer prior to the disturbance of these areas.

1.03 LAYOUT OF WORK-SURVEY LINES AND GRADES: The Town will indicate alignment markers for horizontal control, if available. The number and extent of such markers or marks will be designated to the Contractor by the Town prior to construction, upon request.

A. Layout: At the expense of the Town, a Florida Registered Land Surveyor shall layout the structure with markers prior to construction.

B. Alignment Markers: The markers for alignment and location information may consist of railroad spikes, iron pins, concrete monuments and other types in customary use in the area, or will be established upon request. The Contractor shall lay out his work from these markers and shall be responsible for all measurements in connection therewith. The Contractor shall preserve all alignment and right-of-way markers and shall reset or replace

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at his own expense any and all which are removed, destroyed, or covered up by his work. In the event that additional markers, stakes or monuments are required, or in the event that previously established markers must be replaced, the Contractor shall employ a Florida Registered Land Surveyor to reset or replace them.

C. Bench Marks: The Contractor shall lay out his work from bench marks or reference elevations, which shall be supplied by the Town. They will be shown and explained to the Contractor; thereafter, these bench marks and elevations become the sole responsibility of the Contractor and, if replacement is required, either at the request of the Contractor or in the judgment of the Engineer, the Contractor shall pay for the cost of replacement.

1.04 TESTS: The Engineer will have the right to require certain materials, as noted, to be submitted for testing prior to incorporation in the work. If the Engineer is not satisfied with test results, he may have additional tests made at cost to others, and the Engineer shall be the sole judge as to which tests shall be accepted as proof of contract performance. The Contractor shall not obligate the Town for tests without the Engineer's approval.

1.05 OBSERVATION: The work will be conducted under the general observation of the Engineer for the Town and is subject to observation by his appointed representative to assess compliance with the plans and specifications. The representative is not authorized to change any provision of the specifications without written authorization of the Engineer nor shall the presence or absence of a representative relieve the Contractor from any requirements.

1.06 SHOP DRAWINGS AND SAMPLES: As soon as practicable and within ten (10) days after the date of the execution of the contract, the Contractor shall submit to the Engineer for approval, an electronic copy (mpowell@coastal-engineers.com) of the shop drawings and/or documents listed below (Product Data Sheet and Manufacturer's Verification):

Product Data Sheets

- A. Evergrain Composite Lumber specification with list of available colors.
- B. Lumberock Composite Lumber specification with list of available colors.
- C. Tenino Copper Naphthenate (or approved equal).

Shop Drawings:

- A. Aluminum Handrailing – including connection details, extensions, and hardware specifications.

Samples:

- A. Decking sample for selected decking (either SYP "Tropical" Decking, EverGrain Composite Lumber, or Ipe) at no additional cost to Client.

1.07 WORK SITE TIME AND AREA RESTRICTIONS: Contractor may completely restrict access only to the immediate construction area. The Contractor is responsible for compliance with all applicable Town of Juno Beach work site restrictions.

1.08 PERMITS AND FEES: The Contractor shall procure the required Town of Juno Beach permits and arrange for inspections. The Town will pay such government fees as are thereby

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incurred.

The Engineer or Client has procured or will procure the required authorization from the Florida Department of Environmental Protection. The Contractor is fully responsible for compliance with this authorization. A copy of this authorization will be available from the Engineer.

1.09 SUBCONTRACTORS: All subcontractors are subject to approval by the Engineer and the Town.

1.10 COORDINATION: Contractor will be required to participate in any coordination meetings as may be required. Contractor is required to coordinate scheduling, access, staging, storage, and safety with any other contractors working at the project site.

1.11 PROJECT CONDITIONS:

- A. The work consists of construction of a dune walkover and related construction.
- B. The work is to construct a facility for exposure to salt-laden atmosphere. At all times the Contractor shall exercise caution to utilize construction procedures and materials to minimize the effects of long term corrosion.
- C. The project is located adjacent to multi-family residential properties. The Contractor may not block access to any onsite systems, buildings, roads, or adjacent properties.
- D. In coordination with the Town, the Contractor shall block off access to the construction area with barricades.
- E. The Contractor shall utilize the existing area landward of the walkover and Coastal Construction Control Line for equipment, material, and personnel access. All reasonable precautions shall be taken to prevent damage to any existing structures on the property. The Contractor shall take precautions to minimize damage to existing vegetation other than in these designated areas. In the event of any damage, the Contractor is responsible for restoring the area to the pre-project condition.

1.12 PROSECUTION OF THE WORK:

- A. The Contractor shall submit his construction schedule prior to beginning the work.
- B. The Contractor shall give the Engineer 24 hours notice prior to beginning any new phase of construction.

SECTION 2A
WALKOVER CONSTRUCTION

PART 1 - GENERAL

1.01 SCOPE: Work covered by this section of the specifications consists of furnishing all plant, labor, equipment, appliances, and materials in performing all operations in connection with the construction of the walkover, including miscellaneous metal and hardware.

1.02 APPLICABLE CODES, STANDARDS AND SPECIFICATIONS: The construction of the walkover under this contract shall be in strict accordance with the applicable provisions of the following codes, standards and specifications:

- A. American Forest and Paper Association (AF&PA) NDS for Wood Construction, 2015.
- B. American Wood Preservers Association (AWPA), various standards.
- C. American Society for Testing and Materials (ASTM).
- D. Florida Building Code – Accessibility, 2017

PART 2 - PRODUCTS

2.01 TIMBER SUPPORT PILES:

- A. SIZE AND TAPER: All piles shall be of the diameter specified measured at the butt and have the diameter shall taper no more than 0.1 in. per ft. of pile length.
- B. PRESSURE TREATMENT: All timber piles be pressure treated (“Saltwater Exposure – South of Georgia”, AWPA Category UC5C minimum equivalent) in accordance with Section 955, of the FDOT SSRBC.

2.02 STRUCTURAL WOOD:

- A. Material: All structural wood shall be pressure treated (“ground contact”, AWPA Category UC4B minimum equivalent) no. 1 Southern Pine or better. This includes the stringers, bents, posts, top rail, bench supports, and splices.

2.03 WOOD PRESERVATIVE FIELD TREATMENT: Where specified, cut ends of wood shall be treated with Tenino Copper Naphthenate (or approved equal).

2.04 FLASHING: The tops of all stringers, posts, and horizontal bench members shall be sealed with Grade Vycor Deck Protector self-adhesive flashing (or approved equal).

2.05 DECKING AND STAIR TREADS:

- A. BASE BID - Material: All decking and bench surface members shall consist of 2x6 Sunbelt Forest Products SYP “Tropical Preserve Plus” Decking.
- B. BID ALT 1 Material: All decking and bench surface members shall be EverGrain

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2x6 composite decking which conforms to ASTM D7032. For inspection purposes, the boards must include the following labeling: “ASTM D7032 compliant.”

- C. BID ALT 2 Material: All decking and bench surface members shall be 5/4x6 Ipe.

2.06 STAIR RISER KICKPLATE:

- A. BASE BID – Material: All kickplate members 2x6 pressure treated (“ground contact”, AWP Category UC4B minimum equivalent) no. 1 (or better) Southern Pine. Stair dimensions may have to be altered slightly at no additional cost to Client.
- B. BID ALT 1 – Material: All kickplate members 2x6 pressure treated (“ground contact”, AWP Category UC4B minimum equivalent) no. 1 (or better) Southern Pine. Stair dimensions may have to be altered slightly at no additional cost to Client.
- C. BID ALT 2 - Material: All kickplate members shall consist 5/4x6 Ipe.

2.07 RAIL MEMBERS:

- A. CAP RAIL:
- a. BASE BID - Material: The cap rail shall consist of 2x8 Lumberock Composite lumber (color selection by Client).
 - b. BID ALT 1 – Material: The cap rail shall consist of 2x8 Lumberock Composite lumber (color selection by Client).
 - c. BID ALT 2 - Material: 2x6 Ipe.
- B. TOP AND INTERMEDIATE RAIL MEMBERS:
- a. BASE BID - Material - The top rail (under the cap rail) and intermediate rail members shall be 2x6 pressure treated (“ground contact”, AWP Category UC4B minimum equivalent) no. 1 (or better) Southern Pine.
 - b. BID ALT 1 – Material: The top rail (under the cap rail) and intermediate rail members shall be 2x6 pressure treated (“ground contact”, AWP Category UC4B minimum equivalent) no. 1 (or better) Southern Pine.
 - c. BID ALT 2 – Material: The top rail (under the cap rail) and intermediate rail members shall be 5/4x6 Ipe
- C. GRAB RAIL: The handrail/grab rod for the stairs shall consist of 1-1/2” O.D. (1/8” wall thickness) aluminum tubing (Alloy 6061 – mill finish). Contractor to provide shop drawings with connection and extension details to Engineer for approval

2.08 STRUCTURAL METALS:

- A. Unless otherwise specified, all structural metals shall be salt corrosion resistant 316 stainless steel.
- B. Materials shall be handled, shipped and stored in a manner that will prevent distortion or other damage. Material shall be stored in a clean, properly drained location out of contact with the ground. All damaged material shall be replaced or repaired in an approved manner by and at the expense of the Contractor.

2.09 HARDWARE: All bolts, washers, nuts, screws, nails, straps, ties, and other hardware items shall be 316 stainless steel. All bolts shall have a polished finish.

PART 3 - EXECUTION

3.01 WOOD SUPPORT PILES:

A. Piles shall be carefully located as shown on the drawings and installed in a plumb position. The bottom of piles holes should be tamped level with bottom of pile prior to installation. Tops of piles shall be positioned laterally within 1/2 inch of position except that the outside to outside dimension (north-south) of the piles cannot exceed the dimension shown on the plans. The tops of piles shall be within 1/2" (sawing permitted). All piles shall be installed with a variation of not more than 1/8 inch per foot of pile length from the vertical. The Contractor shall provide suitable templates or guide structures to ensure that the pile are installed in correct alignment and location.

B. Pile holes should be dug to depth necessary to achieve full penetration of the 6 ft. pile. A motorized or conventional post hole digger may be used. Once pile is set in place, hole should be carefully backfilled without displacing or shifting the pile. Backfill shall consist of native beach sand and shall be placed, moistened, and tamped in 8" lifts. Care shall be taken not to damage the piles during the installation. Any pile damaged during installation shall be removed and replaced at the expense of the Contractor.

3.02 PILE AND POST TOPS: The cut tops of the piles (including existing piles) and rail posts shall be field coated with a preservative treatment such as Tenino Copper Naphthenate (or approved equal).

3.03 WALKOVER CONSTRUCTION: Stringers and bents shall be installed with the "crown" side up and bolt holes shall pre-drilled at the spacing specified on the plans. All deck boards shall be screwed using two #10 x 3 1/2" screws per deck board at each stringer crossing. Decking shall be spaced with a 1/8" gap side to side and between the boards and any horizontally abutting surface. All screws into composite or ipe decking shall be pre-drilled and countersunk. All other manufacturers' installation instructions must be followed. Stringers shall be spaced as shown on the plans within 1/2" of position.

3.04 STAIR CONSTRUCTION: All vertical riser height dimensions shall be within 1/4" of each other and all horizontal tread length dimensions (measured from nosing to nosing) shall also be within 1/4" of each other.

3.05 SYP DECKING, STRINGER AND BENT SAW CUTS: The end grains of saw cut SYP decking, stringers, and bents shall be field treated with Tenino Copper Naphthenate (or approved equal) in accordance with the manufacturer's specifications. The top grain of bents that have been chamfered for stair stringers shall also be field treated with Tenino Copper Naphthenate (or approved equal).

3.06 BENCH AND RAIL CONSTRUCTION: Exposed edges on bottom of bench seat members shall be relieved to match top relieved edge. Top, bottom, and exposed side edges of end cut rail and bench seat members shall also be relieved to match relieved edge of decking. Hand/Grab railing shall include extensions in accordance with 2017 Florida Building Code – Accessibility, Sections 505.10.2 and 505.1.03 at no additional cost to Client.



Code Compliance Research Report

CCRR-0177

Subject to Renewal: 04/11/2018
 Visit www.ati-es.com for current status

Issued: 04/18/2017
 Page 1 of 6

TAMKO Building Products
220 West 4th Street
Joplin, Missouri 64801
(800) 641-4691

www.tamko.com

1.0 Subject

EverGrain® Decking – 1x6 and 2x6

2.0 Research Scope

2.1. Building Codes:

2009, 2012, 2015 International Building Code (IBC)

2009, 2012, 2015 International Residential Code (IRC)

2.2. Properties:

Structural Performance

Durability

Surface Burning

Decay Resistance

Termite Resistance

3.0 Description

3.1. General – *EverGrain*® boards are intended for use as a walking surface on exterior decks, balconies, porches, and walkways, including stairs as described further herein.

3.1.1. Materials and Processes – *EverGrain*® boards are a compression molded composite material comprised of part wood fiber and part plastic in the following colors: Redwood, Cedar, Weathered Wood, Cape Cod Grey, and Forest Green.

3.2. *EverGrain*® 1x6 board is produced in both solid and grooved rectangular profiles and is a nominal 1 inch thick and 5.5 inches wide. The 2x6 board is produced in a solid rectangular profile and is a nominal 1.4" inches thick and 5.5 inches wide. See Figure 1 and Figure 2.

3.3. Walking Surface – All *EverGrain*® boards use an embossed simulated wood-grain pattern on the walking surface.

4.0 Performance Characteristics

4.1. The *EverGrain*® 1x6 and *EverGrain*® 2x6 boards are rated for the uniform live loads and snow loads as identified in Table 1.

4.2. Both the *EverGrain*® 1x6 and 2x6 boards may be used as stair treads when installed in a minimum two-span condition and are rated for the code-prescribed concentrated load equal to 300 lb. when installed with a maximum span as shown in Table 1.

4.3. *EverGrain*® boards have wind uplift resistance ratings as determined by the fastening method. See Table 2.

4.4. Composite materials used have a flame spread index of 90 when tested in accordance with ASTM E 84. The referenced criteria, AC174, requires the material to have a flame spread index not greater than 200 when tested according to ASTM E 84.

4.5. Materials used are deemed equivalent to preservative treated or naturally durable wood for resistance to weathering effects, attack from Formosan termites, and fungus decay.

4.6. Structural performance has been demonstrated for a temperature range from -20°F to 125°F for live load and -20°F to 70°F for snow load.

5.0 Installation

Installation shall be in accordance with the manufacturer's installation instructions and this report. Where differences occur between this report and the manufacturer's installation instructions, this report shall govern.

5.1. *EverGrain*® 1x6 solid boards are face-fastened with two #10 x 2-1/2" TrapEase® composite deck screws at each support. Minimum edge distance for fasteners is 1.0 inch from the board edge, and minimum end distance for fasteners is 0.75 inch from the end of each board. See Table 1 and Table 2.

5.2. *EverGrain*® 1x6 grooved boards are secured at each joist with the hidden fasteners as specified in Table 2. The first and last *EverGrain*® grooved deck boards are face fastened using fasteners as identified in Table 2 for the equivalent solid deck board. Fasteners must be

spaced so that no part of the fastener is within 1.375 inches from the board edge, and at least 0.75 inch from the end of each board.

5.3. *EverGrain*® 2x6 solid boards are fastened with two #10 x 3" TrapEase® composite deck screws at each support. Minimum edge distance for fasteners is 1.0 inch from the board edge, and minimum end distance for fasteners is 0.75 inch from the end of each board. See Table 1 and Table 2.

5.4. *EverGrain*® 1x6 and 2x6 solid boards may be installed with the EG 1-2-3 hidden fastener system. The EG 1-2-3 hidden fastener is comprised of a painted metal clip attached to the bottom surface of the deck board which is then attached to the joist. See Table 1 and Table 2.

6.0 Supporting Evidence

6.1. Manufacturer's drawings and installation instructions

6.2. Reports of testing and engineering demonstrating compliance with ICC-ES AC174, Acceptance Criteria for Deck Board Span Ratings and Guardrail Systems (Guards and Handrails), Revised February 2014 and ASTM D 7032-08.

6.3. Engineering calculations for snow load analysis by licensed Professional Engineer.

6.4. Documentation of an approved quality control system for the manufacturing of products recognize in this report.

7.0 Conditions of Use

7.1. The *EverGrain*® board applications identified in this report are deemed to comply with the intent of the provisions of the referenced building codes are subject to the following conditions:

7.2. The The deck boards identified in this report may be used in One- and Two-Family Dwellings regulated by the IRC and other construction types regulated by the IBC in accordance with IBC Section 1406.3 as follows:

7.3. Construction Type IIB, IIIB & VB per IBC §1406.3 and Table 601 (No fire resistance rating required for floors)

7.4. Construction Type IIIA, IV & VA per IBC §1406.3, Exception 3 (Sprinkler protection required)

7.5. Boards placed at an angle other than 90 degrees to the supporting joist will require support framing at a reduced spacing such that the span of the deck board does not exceed 17 inches for *EverGrain*® 1x6 boards and 24 inches for *EverGrain*® 2x6 boards.

7.6. The wind uplift resistance rating recognized in this report is based on attachment to treated Southern Pine framing (specific gravity, G=0.55). Installation on wood framing with a lesser specific gravity may result in a lower wind uplift rating.

7.7. Where required by the building official, engineering calculations and details shall be provided. The calculations shall verify that the anchorage complies with the building code for the type of framing and condition of the supporting construction.

7.8. Compatibility of the supporting construction materials with all fasteners is subject to approval by the code official.

7.9. Only those types of fasteners and fastening methods described in this report have been evaluated for the installation of the *EverGrain*® boards; other methods of attachment are outside the scope of this report.

7.10. All products are manufactured in Lamar, Missouri by TAMKO Building Products in accordance with the manufacturer's approved quality control system with inspections by PFS Corporation (IAS AA-652).

8.0 Identification

Boards produced in accordance with this report shall be identified with labeling on the individual deck boards that includes the following information:

8.1. Name and/or trademark of manufacturer;

8.2. The name and/or mark of the independent inspection agency, PFS Corporation, Inc.

8.3. The Architectural Testing Code Compliance Research Report identification and number (ATI CCRR-0177); and

8.4. The following statement: "ASTM D 7032 compliant. See CCRR-0177 at www.ati-es.com for uses and performance levels."

9.0 Code Compliance Research Report Use

9.1. Approval of building products and/or materials can only be granted by a building official having legal authority in the specific jurisdiction where approval is sought.

9.2. Code Compliance Research Reports shall not be used in any manner that implies an endorsement of the product or manufacturer by Architectural Testing.

9.3. Reference to the Architectural Testing internet web site address at www.ati-es.com is recommended to ascertain the current version and status of this report.

Table 1 – Span / Load Ratings and Stair Tread Support Spacing

EverGrain® Board	Span / Load Ratings			Stair Tread Support Spacing (⁽²⁾ (in)
	Live Load (in / lb/ft ²)	Snow Load ⁽¹⁾ (in / lb/ft ²)		
1x6 Solid	17 / 100	17 / 250	14 / 350	12
	12 / 296			
1x6 Grooved	17 / 100	17 / 250	14 / 350	N/A
2x6	24 / 100	24 / 250	20 / 350	16

(⁽¹⁾) The maximum allowable loads indicated include applicable end use factors. No additional adjustments should be taken.

(⁽²⁾) Continuous two-span installation.

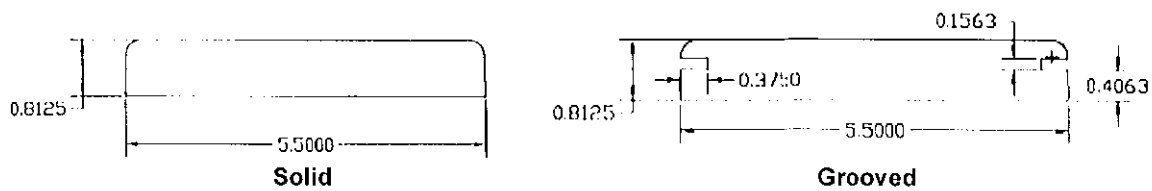
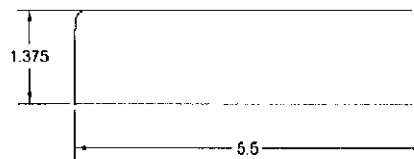
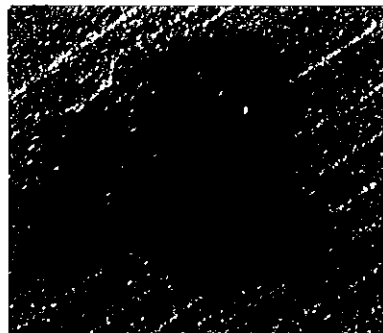
Table 2 – Uplift Resistance Rating

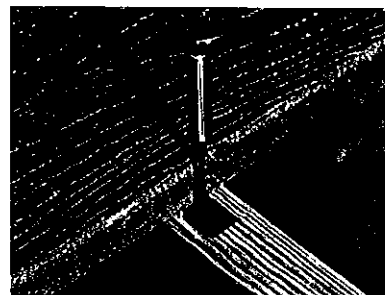
EverGrain® Board	Support Spacing (in)	Fastener (⁽¹⁾)	Uplift Resistance (lb/ft²)
1x6 Grooved	16	Tiger-Claw TC-G Hidden Fastener System	145
		EverClip Hidden Fastener	326
1x6 Solid	16	#10 x 2-1/2" TrapEase® Composite Deck Screw	455
		EG 1-2-3 Hidden Fastener System	117
2x6	24	#10 x 3" TrapEase® Composite Deck Screw	322
		EG 1-2-3 Hidden Fastener System	94

(⁽¹⁾) As described in Table 3 below.

Table 3 – Fastener Description

Generic Fastener Description	Uses	Detailed Fastener Description
#10 x 2-1/2" TrapEase® Composite Deck Screw	Face fastening for 1x6 (see Section 5.1)	11 TPI with a 0.75 in length of reverse pitch, 2.51 in overall length, 0.190 in major dia., 0.145 in shank dia., 0.315 in head dia., square drive trim head, type A point
#10 x 3" TrapEase® Composite Deck Screw	Face fastening for 2x6 (see Section 5.2)	11 TPI with a 0.80 in length of reverse pitch, 2.98 in overall length, 0.190 in major dia., 0.145 in shank dia., 0.315 in head dia., square drive trim head, type A point
EG 1-2-3 (Figure 3)	Hidden Fastening Clips for solid deck boards (see Section 5.4)	Painted metal clip – attached to joist with one #6 x 1-1/2 in. screw, 12 TPI with an 1.47 in overall length, 0.145 in major dia., 0.088 in shank dia., 0.261 in head dia., square drive trim head, Type 17 point -- attached to underside of deck board with one #6 x 3/4" screw, 12 TPI, 0.73 in overall length, 0.145 in major dia., 0.088 in shank dia., 0.261 in head dia., square drive trim head, Type 17 point
TigerClaw TC-G Hidden Fastener System (Figure 4)	Hidden Fastening Clips for 1x6 grooved deck boards	Clips are attached to joists with a 1.63 in. long stainless steel screw (0.164 in. major dia., 0.113 in. minor dia., 0.229 in. dia.)
EverClip Hidden Fastener (Figure 5)	Hidden Fastening Clips for 1x6 grooved deck boards	Clips are attached to joists with one #10 x 2-1/2" deck screw (8 TPI, 0.179 in. major dia., 0.126 in. shank dia., 0.323 in. head dia., Phillips drive, trim head, Type A point)


Figure 1 – EverGrain® 1x6 Board

Figure 2 – EverGrain® 2x6 Board

EG 1-2-3 Hidden Fastener System with Fasteners

Hidden Fastener Installation to Bottom Surface of Board

Hidden Fastener Installation to Joist
Figure 3 – EG 1-2-3 Hidden Fastener System

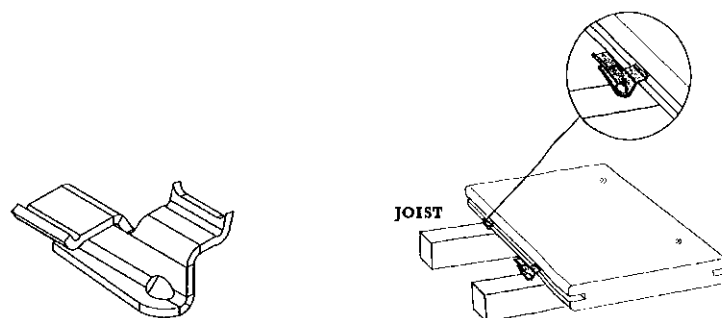


Figure 4 – FastenMaster TC-G Clips



Figure 5 – EverClip Hidden Fastener System

Preserve® PLUS® CA (Decay, Termite & Water Resistance)



Sunbelt's Preserve® PLUS® treated wood is protected against decay and termites with Copper Azole (CA), a wood preservative formulation made of soluble copper combined with built-in water repellent protection. Preserve® PLUS® is suited for outdoor building projects in residential, commercial and industrial applications where appearance is important and protection from the effects of weathering is a priority. It has water repellent plus CA preservative protection that is pressure treated deep to the heart of the wood, unlike brush-on applications that only protect the surface of the wood. Preserve® PLUS® provides long-lasting protection against the effects of weathering.

Product Features

- Built-in long lasting water repellent plus CA preservative protection
- Does not contain arsenic or chromium
- Long-term protection against decay and termite attack
- Improved weathering characteristics
- Improved fastener performance
- Easy to work with and easily painted and stained with oil-borne systems
- Features a **lifetime limited warranty**
- Produced under third party independent inspection

Painting and Staining or Natural Weathering

Preserve® PLUS® can be painted or stained to match any outdoor color scheme. High quality oil-based paints and stains are recommended. Water repellent coatings can be applied to improve the long-term surface appearance of Preserve® PLUS®. Left uncoated or with clear water repellent coatings, Preserve® PLUS® will initially weather to a natural brown color, eventually turning gray following long-term exposure to the sun. It is important to ensure that the wood is dry and free from surface deposits prior to applying any coating.

Nails, Fasteners and Fittings

For the best results, use of building-code approved, corrosion-resistant fasteners and connectors is always recommended. Direct contact of Preserve treated wood with aluminum fasteners and fittings is not recommended.

Tropical, Sunrise and Evergrain Treated Decking



Treated Decking Products



Tropical Decking

2 x 6 With 1/2" Radiused Edges

- Premium grades of Southern Yellow Pine
- All four edges machined to 1/2" radius for uniformity, dressed look
- Moldex mold inhibitor
- Stock lengths are 10' through 20'

~~5/4 x 6 With 1/4" Radiused Edges~~

- Premium grades of Southern Yellow Pine
- All four edges machined to 1/4" radius for uniformity, dressed look
- Moldex mold inhibitor
- Stock lengths are 10' through 16'



Ipé

TABEBUIA SPP

Ipé, often called Brazilian walnut, is a beautiful exotic wood from South America. Typically used for decking and other outdoor applications, ipé structures are hard, strong, and naturally resistant to rot, abrasion and weather. It is almost twice as dense as most woods and up to five times harder. It is dark brown in color, like a mahogany, so not only lasts a long time but has the beauty of a fine interior wood. If ipé is allowed to age, color can be brought back to its original shade with the use of a pressure washer. Ipé has become a very popular and inexpensive alternative to teak.

FAMILY

Bignoniaceae.

OTHER COMMON NAMES

Brazilian Walnut and Lapacho. Trade names include Ironwood™ and Pau Lope™.

ORIGIN

Brazil, tropical South-Central America.

APPEARANCE

Heartwood ranges from olive brown to blackish, often with lighter or darker striping, often covered with a yellow powder; sharply demarcated from the whitish or yellowish sapwood. Left to nature, traditional weathering will change the ipé to a nice consistent light gray. Texture fine to medium; luster low to medium; grain straight to very irregular; rather oily looking; without distinctive odour or taste.

DENSITY AND BUOYANCY

Janka hardness is 3680, making it somewhat hard and durable, 185% harder than Red

Oak (1210 Janka). Average weight is 72 lbs./cu. ft. Specific gravity is .92 so it barely floats.

DRYING AND SHRINKAGE

It dries extremely well with little checking, twisting, or bow.

WORKABILITY

Ipé can be difficult to work with, especially with hand tools. It can have a blunting effect on cutting edges, so pre-drilling for nails and screws is recommended. It comes in good long lengths with limited warp. Planks do not bend well, but the wood finishes and sands quite smoothly, with no splintering.



DURABILITY

This Brazilian species is one of the most stable of all the durable timbers. It can be used in ground contact without preservatives or additional treatments.

PRESERVATION

Heartwood is very resistant to attack by decay fungi and termites, but not resistant to marine borers, and has the durability and strength of teak. Ipé wood is very dense, making it extremely resistant to preservation treatments.

USES

Residential and commercial decking, boardwalks, piers, fencing, park benches, patio tiles, bridges, porch flooring and industrial flooring.

GENERAL CHARACTERISTICS

Pronounced e-pay, ipé is widely recognized as one of the hardest and most durable timber species in the world. The color ranges from dark brown to olive-brown and sometimes almost blackish tones, with wide variation in grains. Sometimes called ironwood or pau lope, ipé offers: high density, which results in a high fire-resistance and a natural resistance to rot and decay

Mailing Address:
PO Box 2205,
Sidney, BC,
Canada V8L 3S8

Web: <http://www.westwindhardwood.com>
Email: info@westwindhardwood.com
Phone: (250) 656-0848 or **toll free** 1-800-667-2275
Fax: (250) 656-9663

ENGINEER IS NOT RESPONSIBLE FOR ON-SITE OR OFF-SITE DAMAGES TO EXISTING STRUCTURES DUE TO CONSTRUCTION ACTIVITIES.

WIND LOAD INFO:
V_{asd} = 124 mph
V_{ult} = 160 mph (3 sec. GUST)
RISK CATEGORY I
Exposure D

LOADS:
THE DUNE WALKOVER SUPER STRUCTURE (INCLUDING BENTS, STRINGERS, AND DECKING) HAS BEEN DESIGNED FOR A VERTICAL LIVE LOAD OF 100 PSF, DEAD LOADS ASSOCIATED WITH THE STRUCTURE ITSELF, AND WIND LOADS PER CODE. THE STRUCTURE HAS NOT BEEN DESIGNED FOR SCOUR, OR HYDRODYNAMIC LOADS (INCLUDING BUT NOT LIMITED TO WAVE LOADS, CURRENT LOADS, ETC.).

ENGINEER MAKES NO WARRANTY OR CERTIFICATION REGARDING EXISTING STRUCTURES (INCLUDING EXISTING PILES) ONSITE.

DUNE WALKOVER CONSTRUCTION

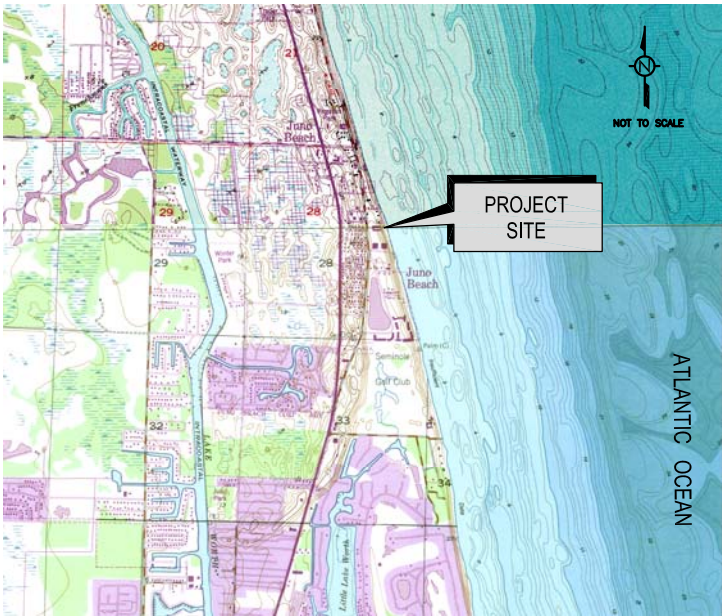
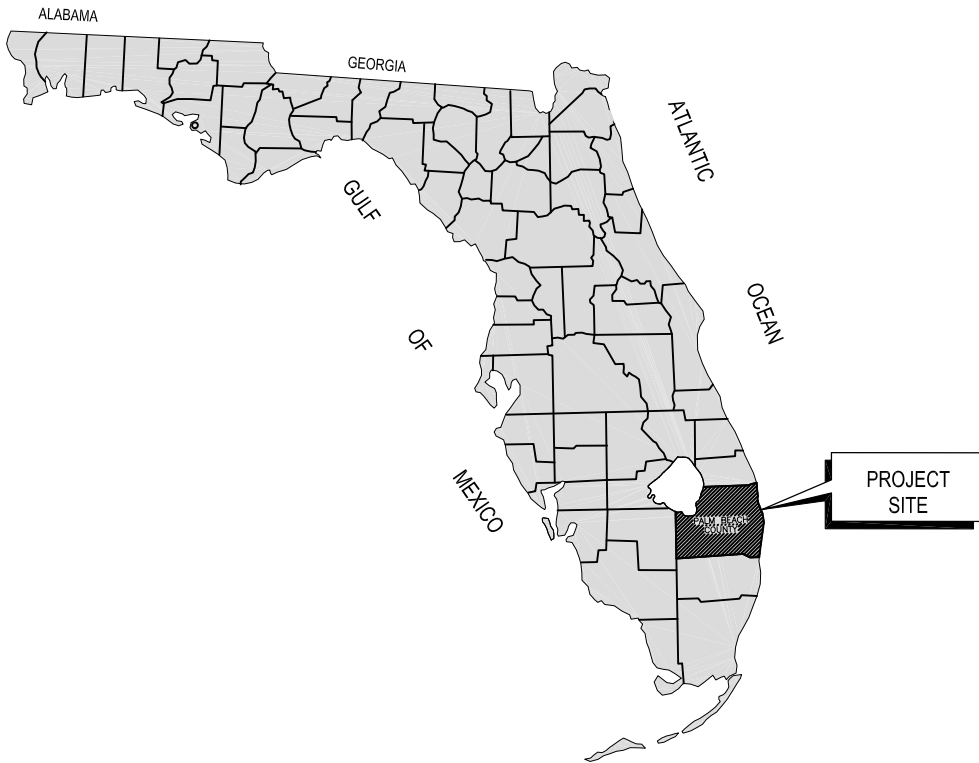
ATLANTIC OCEAN FRONTAGE
570 OCEAN DRIVE
TOWN OF JUNO BEACH
PALM BEACH COUNTY, FLORIDA

CLIENT:
TOWN OF JUNO BEACH

NOVEMBER 2019

INDEX TO DRAWINGS

SHEET NUMBER	TITLE
1	VICINITY MAP & TITLE SHEET
2	DEMOLITION PLAN
3	SITE PLAN
4	FRAMING PLAN
5	SOUTH ELEVATION
6	BENCH AND PLATFORM DETAILS
7	DETAILS



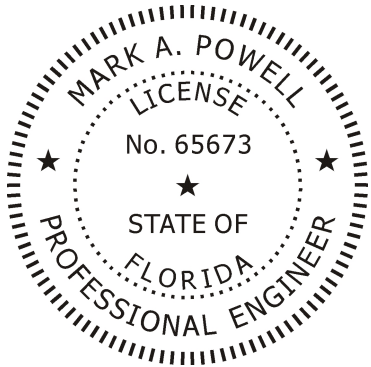
APPLICABLE PROVISION(S):

THE DUNE WALKOVER HAS BEEN DESIGNED IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE 2017 FLORIDA BUILDING CODE.


NOTE:
THESE PLANS MUST BE USED IN CONJUNCTION WITH THE ATTACHED TECHNICAL SPECIFICATIONS.

This item has been electronically signed and sealed by Mark A. Powell, P.E. on November 18, 2019 using a Digital Signature.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

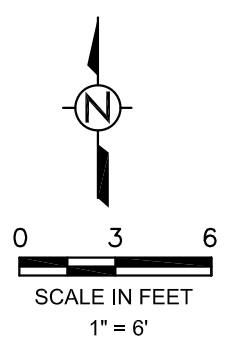
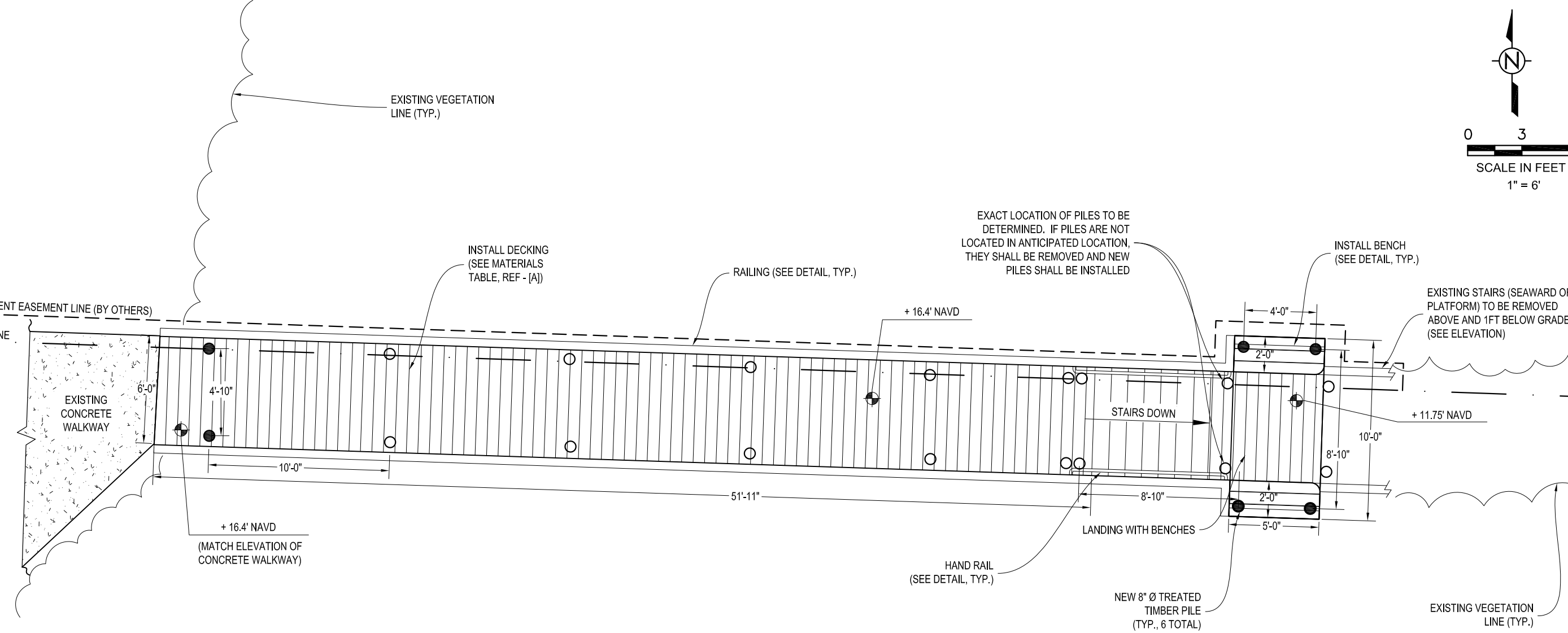
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VICINITY MAP & TITLE SHEET

 ISIMINGER & STUBBS ENGINEERING, INC. COASTAL • ENVIRONMENTAL • MARINE REGISTRY NUMBER: 8114 P.O. BOX 14702 - NORTH PALM BEACH, FL. 33408 - 561-881-0003							
DUNE WALKOVER CONSTRUCTION ATLANTIC OCEAN FRONTAGE 570 OCEAN DRIVE TOWN OF JUNO BEACH, PALM BEACH COUNTY, FL CLIENT: TOWN OF JUNO BEACH							
DATE	11/19	DRAWN	PJK	CHKD	KDB	APPRVD	MAP
DWG NO.	19123A1					SHEET OF 7	
COMPUTER FILE NO.	19123A					1	

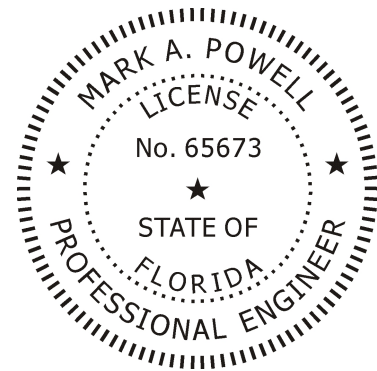
REV 1 11/19 CLARIFY PAGE NUMBERING




- NOTES:
1. DATUM IS NAVD.
 2. EXISTING CONDITIONS ARE APPROXIMATE BASED ON SURVEY BY MILLER LAND SURVEYING (REV. 10/24/19) AND ON-SITE OBSERVATIONS.
 3. CONTRACTOR SHALL TAKE ALL STEPS NECESSARY TO PROTECT ALL EXISTING STRUCTURES ON-SITE AND ON NEIGHBORING PROPERTIES FROM DAMAGE. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REPAIRS TO EXISTING STRUCTURES AND VEGETATION SHOULD ANY DAMAGE OCCUR.
 4. SOME TRIM ELEMENTS NOT SHOWN. CONTRACTOR TO CONFIRM DETAILING OF TRIM ELEMENTS PRIOR TO COMMENCEMENT OF CONSTRUCTION.

This item has been electronically signed and sealed by Mark A. Powell, P.E. on November 18, 2019 using a Digital Signature.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

FOR BID PURPOSES ONLY. NOT FOR CONSTRUCTION.



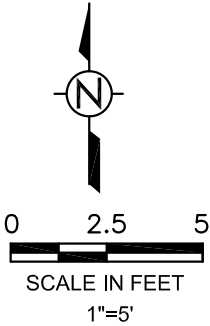
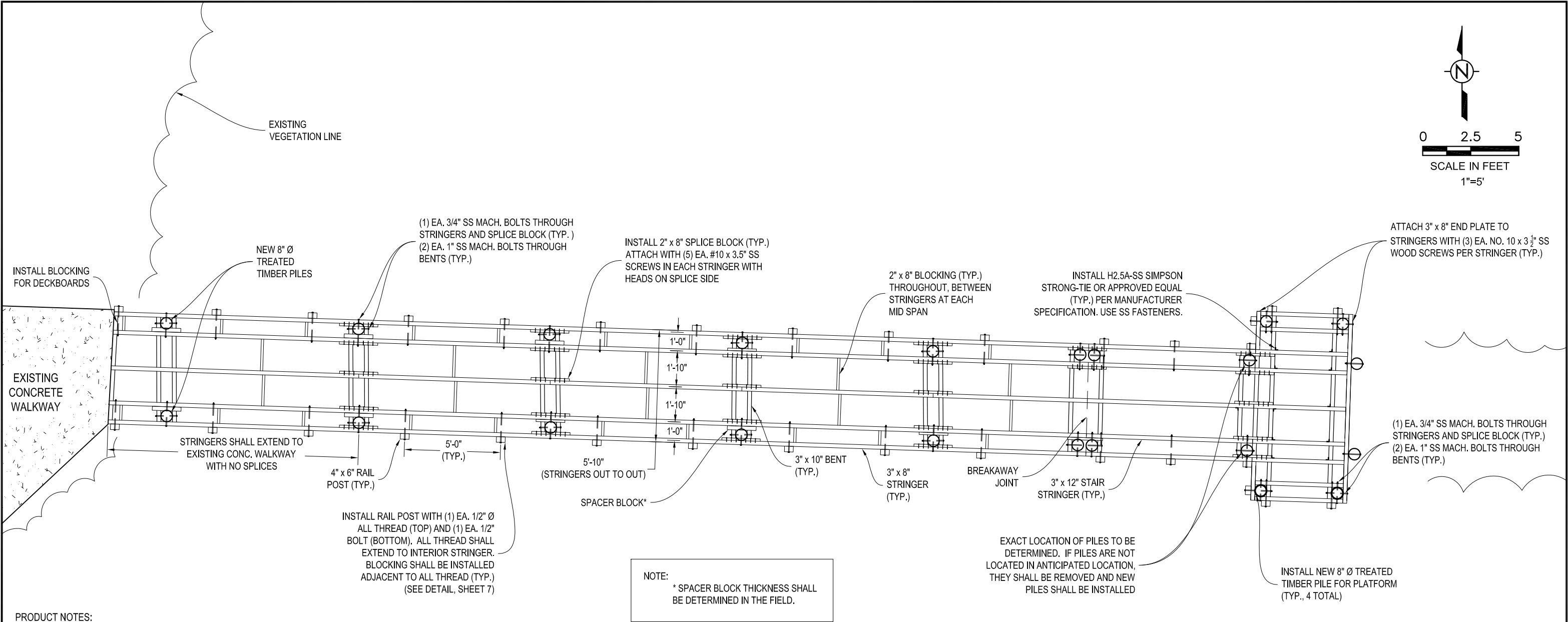
SITE PLAN

**ISIMINGER & STUBBS
ENGINEERING, INC.**
COASTAL • ENVIRONMENTAL • MARINE
REGISTRY NUMBER: 8114
P.O. BOX 14702 - NORTH PALM BEACH, FL. 33408 - 561-881-0003

DUNE WALKOVER CONSTRUCTION
ATLANTIC OCEAN FRONTAGE
570 OCEAN DRIVE
TOWN OF JUNO BEACH, PALM BEACH COUNTY, FL
CLIENT: TOWN OF JUNO BEACH

DATE	11/19	DRAWN	PJK	CHKD	KDB	APPRVD	MAP
DWG NO.	19123A3					SHEET	
COMPUTER FILE NO.	19123A					OF 7	

3



PRODUCT NOTES:

WOOD:

ALL STRUCTURAL MEMBERS SHALL BE PRESSURE TREATED ("GROUND CONTACT", AWPB CATEGORY UC4B MINIMUM EQUIVALENT) NO. 1 SOUTHERN YELLOW PINE OR BETTER.

HARDWARE:

ALL BOLTS, WASHERS, NUTS, SCREWS, NAILS, AND OTHER HARDWARE ITEMS SHALL BE 316 STAINLESS. THREADED ROD MAY BE USED IN PLACE OF HEX HEAD BOLTS FOR BOLTS LONGER THAN 7".

NOTES:

- DATUM IS NAVD.
- EXISTING CONDITIONS ARE APPROXIMATE BASED ON SURVEY BY MILLER LAND SURVEYING (REV. 10/24/19) AND ON-SITE OBSERVATIONS.
- SOME TRIM ELEMENTS NOT SHOWN. CONTRACTOR TO CONFIRM DETAILING OF TRIM ELEMENTS PRIOR TO COMMENCEMENT OF CONSTRUCTION.

DECKING OPTIONS:

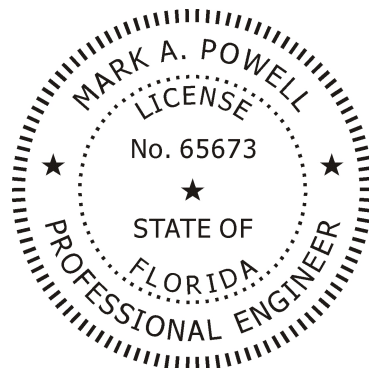
PINE: DECKING SHALL CONSIST OF 2" x 6" SUNBELT FOREST PRODUCTS (SEE PLAN SHEET 7) DECKING. END-TO-END JOINTS ARE NOT ALLOWED. DECKING SHALL BE INSTALLED WITH (2) EA. #10 X 3 1/2" DECK SCREWS PER STRINGER CROSSING. GAP BOARDS 1/8" SIDE TO SIDE AND BETWEEN THE BOARDS AND OTHER SURFACES. THE TOP OF SCREWS ARE FLUSH WITH OR NO LOWER THAN 1/32" BELOW THE TOP OF DECKING.

COMPOSITE: DECKING SHALL CONSIST OF 2" x 6" EVERGRAIN® DECKING (COLOR: CAPE COD GREY). END-TO-END JOINTS ARE NOT ALLOWED. DECKING SHALL BE INSTALLED WITH (2) EA. #10 X 3 1/2" DECK SCREWS PER STRINGER CROSSING. GAP BOARDS 1/8" SIDE TO SIDE AND BETWEEN THE BOARDS AND OTHER SURFACES. PRE-DRILLING/COUNTERSINKING IS REQUIRED SUCH THAT THE TOP OF SCREWS ARE FLUSH WITH OR NO LOWER THAN 1/32" BELOW THE TOP OF DECKING. ALL OTHER MANUFACTURER INSTALLATION REQUIREMENTS (INCLUDING BOARD EDGE SPACING) SHALL BE FOLLOWED.

IPE: DECKING SHALL CONSIST OF 5/4" x 6" IPE DECKING. END-TO-END JOINTS ARE NOT ALLOWED. DECKING SHALL BE INSTALLED WITH (2) EA. #10 X 3 1/2" DECK SCREWS PER STRINGER CROSSING. GAP BOARDS 1/8" SIDE TO SIDE AND BETWEEN THE BOARDS AND OTHER SURFACES. PRE-DRILLING/COUNTERSINKING IS REQUIRED SUCH THAT THE TOP OF SCREWS ARE FLUSH WITH OR NO LOWER THAN 1/32" BELOW THE TOP OF DECKING. ALL OTHER MANUFACTURER INSTALLATION REQUIREMENTS (INCLUDING BOARD EDGE SPACING) SHALL BE FOLLOWED.

FOR BID PURPOSES ONLY. NOT FOR CONSTRUCTION.

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FRAMING PLAN



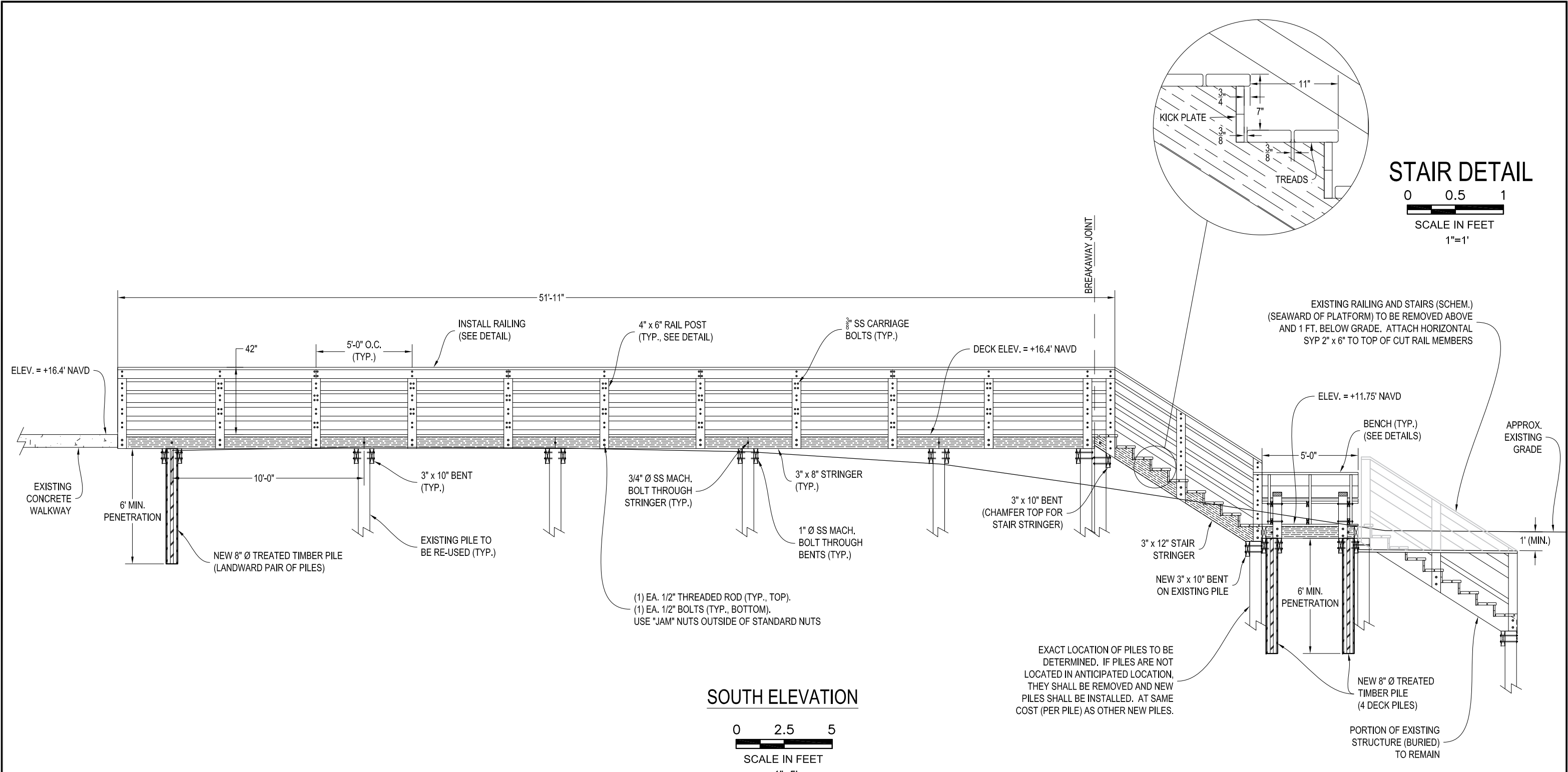
**ISIMINGER & STUBBS
ENGINEERING, INC.**

COASTAL • ENVIRONMENTAL • MARINE

REGISTRY NUMBER : 8114
P.O. BOX 14702 - NORTH PALM BEACH, FL. 33408 - 561-881-0003

DUNE WALKOVER CONSTRUCTION
ATLANTIC OCEAN FRONTAGE
570 OCEAN DRIVE
TOWN OF JUNO BEACH, PALM BEACH COUNTY, FL
CLIENT: TOWN OF JUNO BEACH

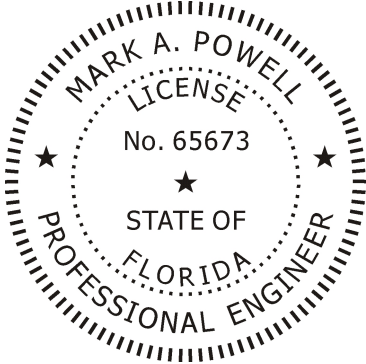
DATE	11/19	DRAWN	PJK	CHKD	KDB	APPRVD	MAP
DWG NO.	19123A4					SHEET OF 7	
COMPUTER FILE NO.		19123A			4		



- NOTES:
- DATUM IS NAVD.
 - EXISTING CONDITIONS ARE APPROXIMATE BASED ON SURVEY BY MILLER LAND SURVEYING (REV. 10/24/19) AND ON-SITE OBSERVATIONS.
 - ALL STRUCTURAL MEMBERS SHALL BE PRESSURE TREATED ("GROUND CONTACT", AWPA CATEGORY UC4B MINIMUM EQUIVALENT) NO. 1 SOUTHERN YELLOW PINE OR BETTER.
 - ALL BOLTS, WASHERS, NUTS, SCREWS, NAILS, AND OTHER HARDWARE ITEMS SHALL BE 316 STAINLESS STEEL UNLESS SPECIFIED OTHERWISE. ALL BOLTS SHALL HAVE POLISHED FINISH. THREADED ROAD MAY BE SUBSTITUTED FOR BOLTS LONGER THAN 7".
 - SOME TRIM ELEMENTS NOT SHOWN. CONTRACTOR TO CONFIRM DETAILING OF TRIM ELEMENTS PRIOR TO COMMENCEMENT OF CONSTRUCTION.

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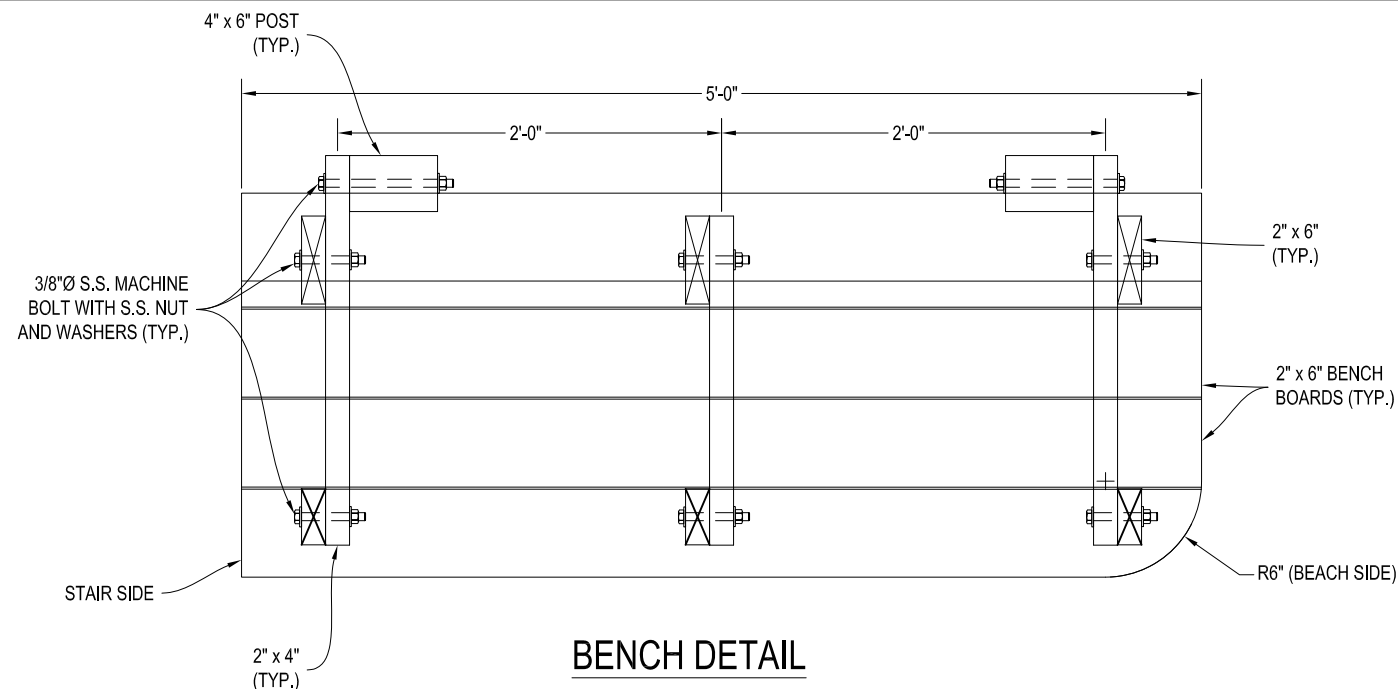
SOUTH ELEVATION

**ISIMINGER & STUBBS
ENGINEERING, INC.**
COASTAL • ENVIRONMENTAL • MARINE
REGISTRY NUMBER: 8114
P.O. BOX 14702 - NORTH PALM BEACH, FL. 33408 - 561-881-0003

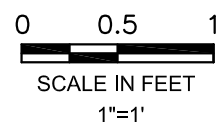
DUNE WALKOVER CONSTRUCTION
ATLANTIC OCEAN FRONTAGE
570 OCEAN DRIVE
TOWN OF JUNO BEACH, PALM BEACH COUNTY, FL
CLIENT: TOWN OF JUNO BEACH

DATE	11/19	DRAWN	PJK	CHKD	KDB	APPRVD	MAP
DWG NO.	19123A5					SHEET	
COMPUTER FILE NO.	19123A					OF 7	

5



BENCH DETAIL

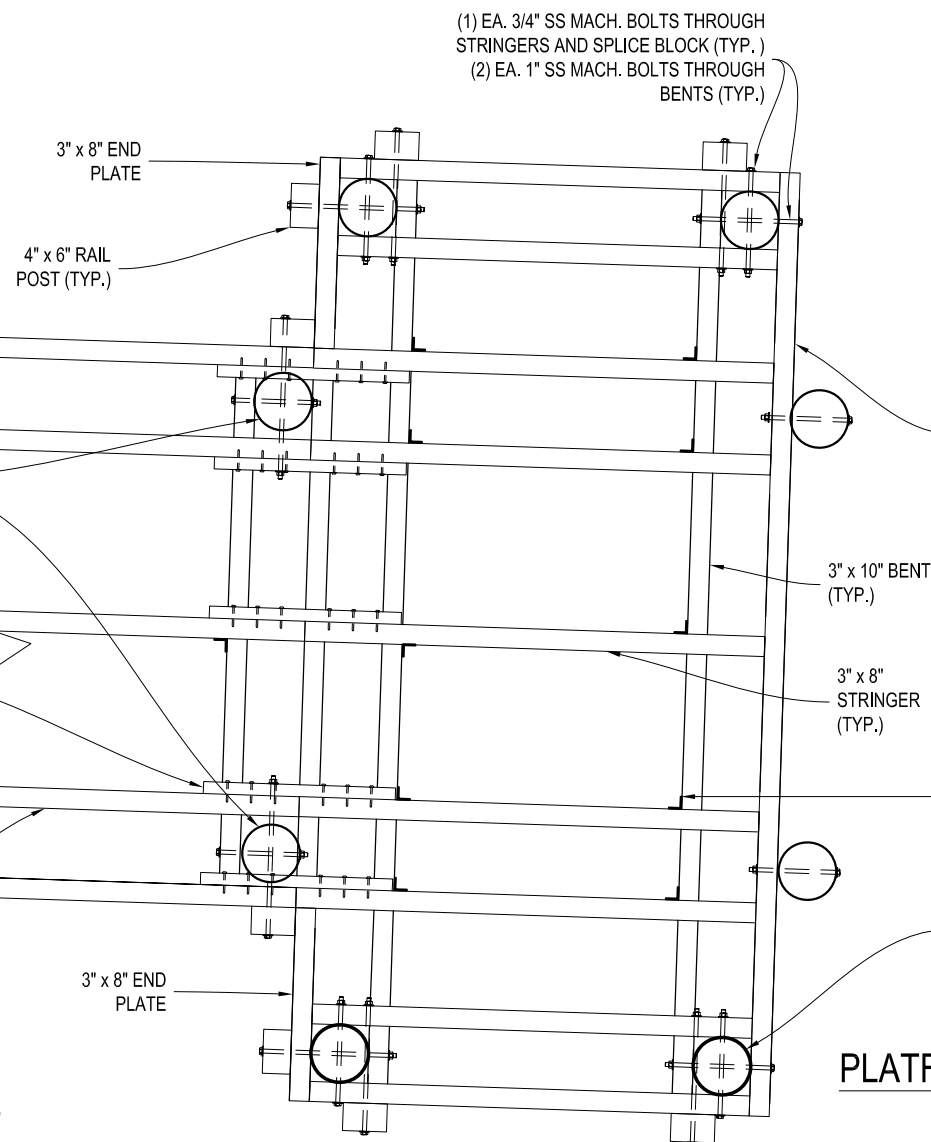


NOTE: INFILL RAILING BETWEEN BENCH AND STAIRS TO BE FIELD COORDINATED.

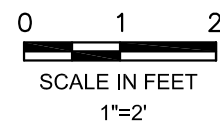
EXACT LOCATION OF PILES TO BE DETERMINED. IF PILES ARE NOT LOCATED IN ANTICIPATED LOCATION, THEY SHALL BE REMOVED AND NEW PILES SHALL BE INSTALLED. AT SAME COAST (PER PILE) AS OTHER NEW PILES.

INSTALL 2" x 8" SPLICE BLOCK (TYP.) ATTACH WITH (5) EA. #10 x 3.5" SS SCREWS IN EACH STRINGER WITH HEADS ON SPLICE SIDE

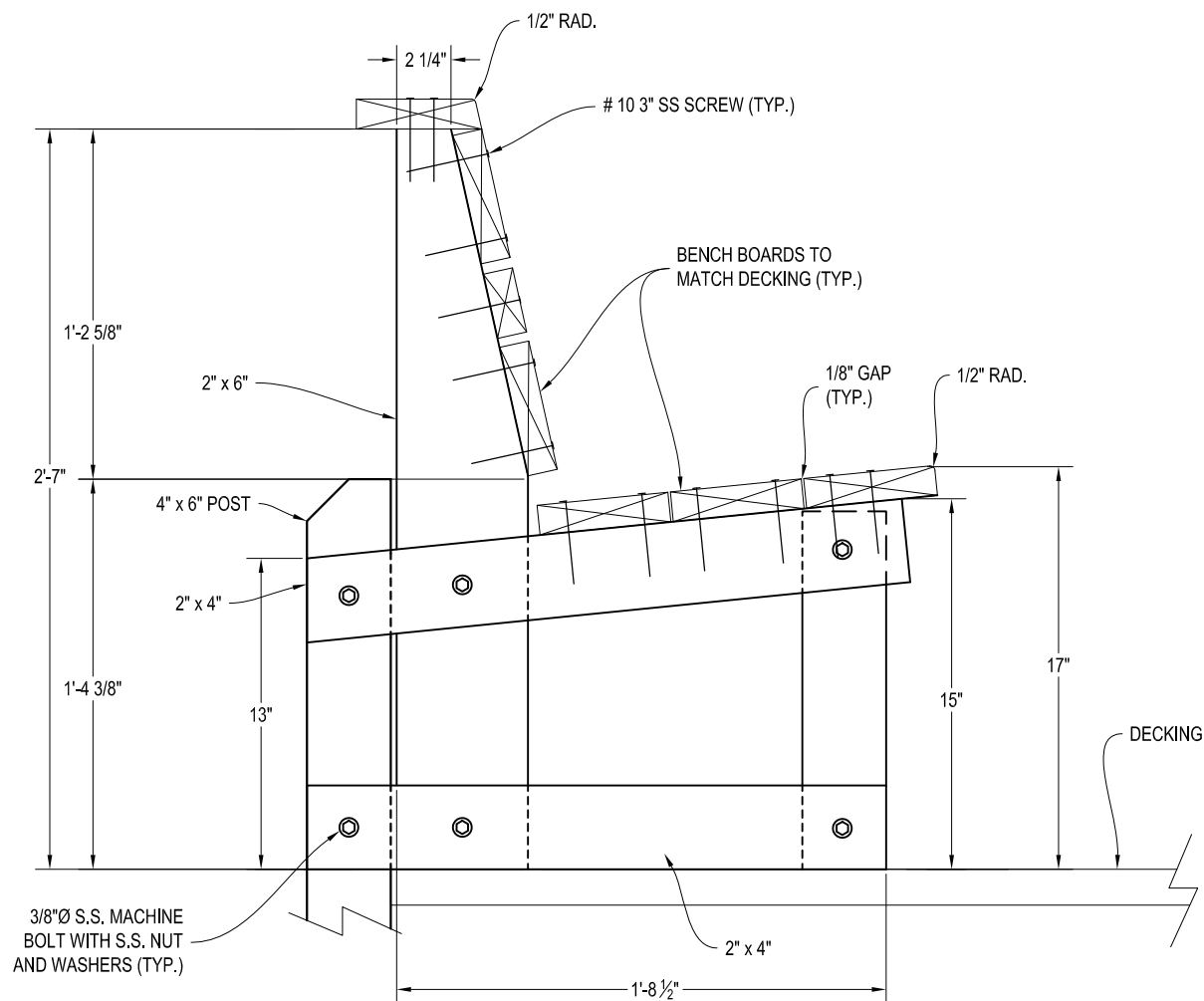
3" x 12" STAIR STRINGER (TYP.)



PLATFORM FRAMING DETAIL



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BENCH SECTION

NOT TO SCALE

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- ALL BOLTS, WASHERS, NUTS, SCREWS, NAILS, AND OTHER HARDWARE ITEMS SHALL BE 316 STAINLESS STEEL UNLESS SPECIFIED OTHERWISE. ALL BOLTS SHALL HAVE POLISHED FINISH. THREADED ROAD MAY BE SUBSTITUTED FOR BOLTS LONGER THAN 7".
- SOME TRIM ELEMENTS NOT SHOWN. CONTRACTOR TO CONFIRM DETAILING OF TRIM ELEMENTS PRIOR TO COMMENCEMENT OF CONSTRUCTION.

BENCH AND PLATFORM DETAILS

ISIMINGER & STUBBS ENGINEERING, INC.

COASTAL • ENVIRONMENTAL • MARINE

REGISTRY NUMBER: 8114

P.O. BOX 14702 - NORTH PALM BEACH, FL. 33408 - 561-881-0003

DUNE WALKOVER CONSTRUCTION

ATLANTIC OCEAN FRONTAGE

570 OCEAN DRIVE

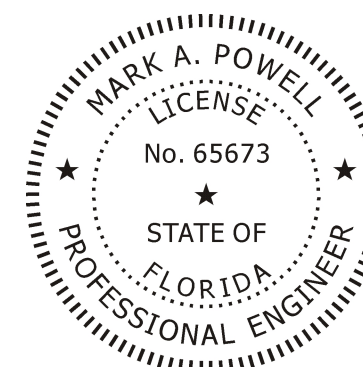
TOWN OF JUNO BEACH, PALM BEACH COUNTY, FL

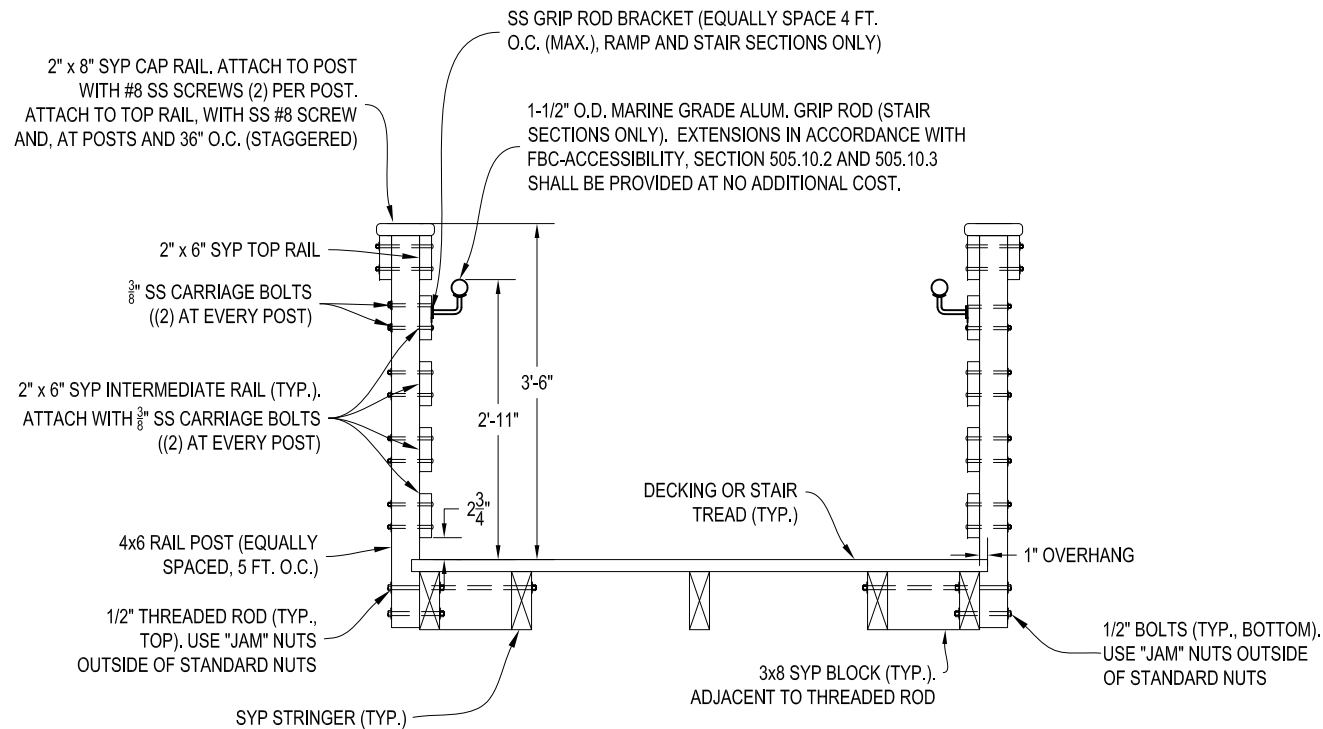
CLIENT: TOWN OF JUNO BEACH

DATE	11/19	DRAWN	PJK	CHKD	KDB	APPRVD	MAP
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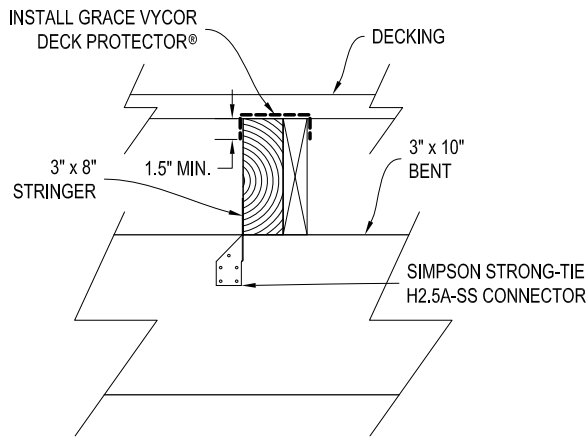
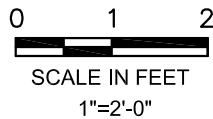
DWG NO.	19123A6	SHEET	6
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COMPUTER FILE NO.	19123A	OF	7
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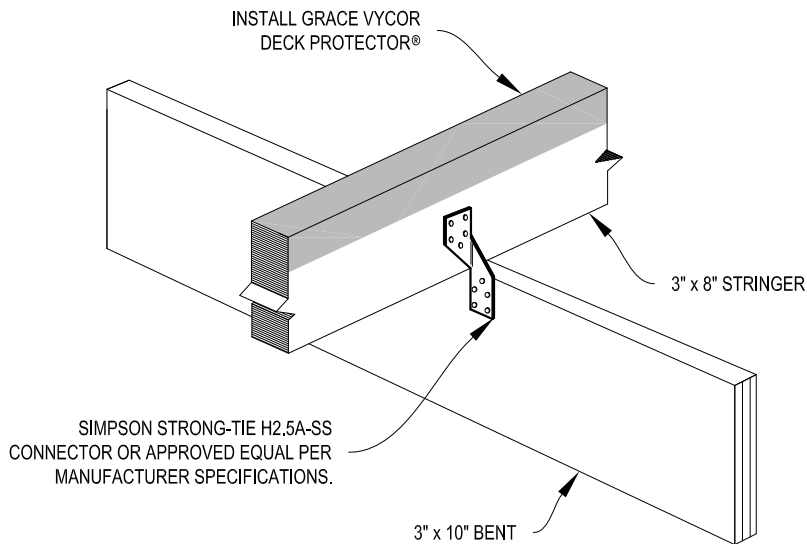
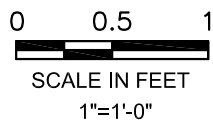




RAILING DETAIL

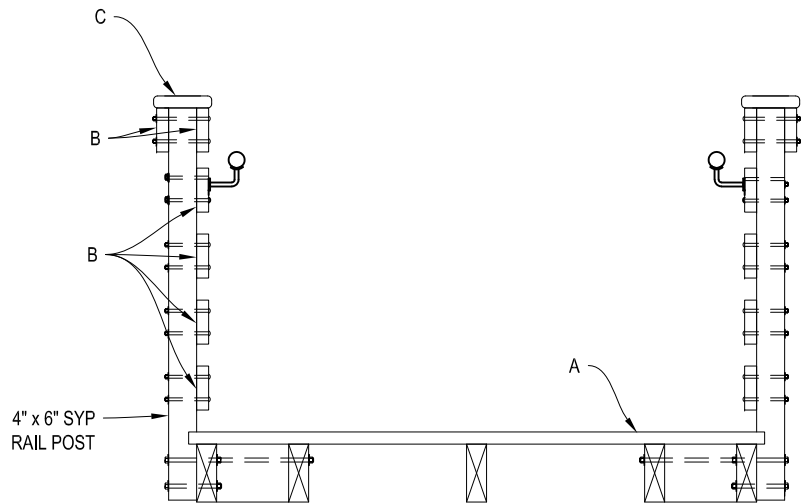


GRACE VYCOR DETAIL

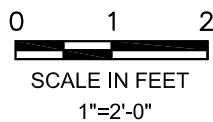


STRINGER/BENT DETAIL

NOT TO SCALE



MATERIALS DETAIL



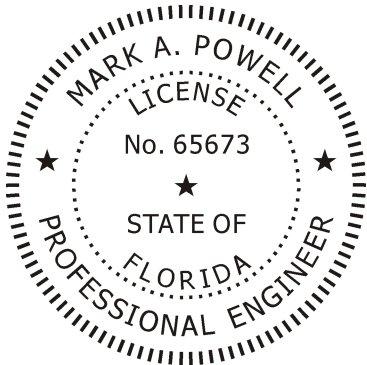
MATERIALS TABLE			
ITEM	BASE BID	ALT. 1	ALT. 2
A	2" x 6" SYP *	2" x 6" EVERGRAIN COMPOSITE **	5/4" x 6" IPE
B	2" x 6" SYP *	2" x 6" SYP *	5/4" x 6" IPE
C	2" x 8" LUMBEROCK COMPOSITE **	2" x 8" LUMBEROCK COMPOSITE **	2" x 6" IPE
* SYP DECKING SHALL CONSIST OF 2" x 6" SUNBELT FOREST PRODUCTS SYP " TROPICAL PRESERVE PLUS" DECKING.			
** CLIENT SHALL SELECT COLOR OF COMPOSITE AT NO ADDITIONAL COST.			

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- SOME TRIM ELEMENTS NOT SHOWN. CONTRACTOR TO CONFIRM DETAILING OF TRIM ELEMENTS PRIOR TO COMMENCEMENT OF CONSTRUCTION.

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DETAILS

ISIMINGER & STUBBS ENGINEERING, INC.							
COASTAL • ENVIRONMENTAL • MARINE REGISTRY NUMBER : 8114 P.O. BOX 14702 - NORTH PALM BEACH, FL. 33408 - 561-881-0003							
DUNE WALKOVER CONSTRUCTION ATLANTIC OCEAN FRONTAGE 570 OCEAN DRIVE TOWN OF JUNO BEACH, PALM BEACH COUNTY, FL CLIENT: TOWN OF JUNO BEACH							
DATE	11/19	DRAWN	PJK	CHKD	KDB	APPRVD	MAP
DWG NO.	19123Ar7					SHEET	
COMPUTER FILE NO.	19123Ar2					OF 7	

REV	2	11/19	REVISE MATERIALS TABLE
REV	1	11/19	REVISE MATERIALS TABLE