



**AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, AUGUST 20, 2024
7:00 PM**

Call To Order

Invocation; Moment of Silence; and Pledge of Allegiance

ROLL CALL:

Mayor Jim Kuretski
Vice-Mayor Malise Sundstrom
Councilor Ron Delaney
Councilor Andy Fore
Councilor Cameron May
Town Manager Frank Kitzerow
Town Attorney Thomas J. Baird

PRESENTATION

1. Jupiter Christian School Foundation Scholarship Program by Donald Barnes, Chairman of the Board. #
2. Annual overview of the Palm Beach County Commission on Ethics (COE) by Lizabeth Martin, Education and Communications Manager, Palm Beach County Commission on Ethics. #

CITIZEN COMMENTS

All Non-agenda items are limited to three (3) minutes. Anyone wishing to speak is asked to state his/her name and address for the record prior to addressing the Town Council. Council will not discuss these items this evening. **Any issues will be referred to Staff for investigation; a report will be forwarded to Council; and citizens will be contacted.**

MINUTES

3. August 8, 2024 Town Council Special Meeting Minutes.

CONSENT AGENDA

All items listed in this portion of the agenda are considered routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilor or citizen so requests; in which event, the item will be removed and considered at the beginning of the regular agenda.

PUBLIC HEARING

4. **Ordinance 19-24, First Reading**, Amending Article III of Chapter 2 of the Town's code setting forth the departments of the Town (second reading 9/3/24).

PUBLIC BUSINESS

5. **Resolution 89-24**, Approving contract no. NR2024-02 with Underwater Engineering Services, Inc. for the installation of shoreline stabilization and living shoreline improvements on the Town's Riverwalk and at Sawfish Bay Park in an amount not to exceed \$258,326.
6. **Resolution 92-24**, Approving a contract to Johnson-Davis, Inc. for Pennock Industrial and Bush Road Infrastructure Improvements (WS2303/S2314) for an amount of \$2,061,900 and amending a project budget.
7. Approving a purchase order to All Florida Contracting Services, LLC for Generator Fuel Tank Replacement (WS2431) in the amount of \$72,000.

REGULAR AGENDA

PUBLIC BUSINESS

8. **Fire Public Safety Structures**
 - A. **Resolution 106-24**, Approving the award of EPW 2024-23, Fire/Public Safety Structures Progressive Design-Build Services to Kaufman Lynn Construction, Inc. in an amount not to exceed \$4,917,970.00
 - B. **Resolution 103-24**, Authorizing the use of surtax fund proceeds

ROUNDTABLE

9. Discussion of Waste Management's Proposed Residential Route Change.

REPORTS

TOWN ATTORNEY

TOWN MANAGER

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

ADJOURNMENT

Town Council Future Meetings

September 3, 2024

September 19, 2024

NOTICE

Town Council and CRA Meetings are now webcasted real-time and viewable on your computer or mobile device.

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= no materials attached *revisions may occur*

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Section 2-64; Decorum, disturbing meeting

While the Town Council is in session, the members thereof and the public present in the Council chambers shall not, by conversation or otherwise, delay or interrupt the proceeding or the peace of the Council. It shall be unlawful for any person to disturb or disrupt a meeting of the Town Council or to refuse to obey the orders of the presiding officer in the conduct of the meeting and such person shall be subject to being summarily ejected from the meeting.

Note: Persons are advised that if they wish to appeal any decision made at this meeting, they will need a record of the proceedings and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, per Section 286.0105 of the Florida Statute. *Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office at TownClerk@jupiter.fl.us or 561-741-2752 at least 48 hours in advance to request accommodations.*



**FINAL MINUTES AND AGENDA
TOWN OF JUPITER
TOWN COUNCIL SPECIAL MEETING
TOWN COUNCIL CHAMBERS
THURSDAY, AUGUST 8, 2024**

Mayor Kuretski called the meeting to order at 7:00 P.M.

Roll Call: Mayor Jim Kuretski; Vice-Mayor Malise Sundstrom; Councilor Ron Delaney; Councilor Andy Fore; Councilor Cameron May; Town Manager Frank Kitzerow; Acting Town Attorney Brett Lashley and Town Clerk Laura Cahill.

PROCLAMATION

1. Florida Water and Pollution Control Operators Association (FWPCOA) for Florida Water Professionals Month - August 2024 - Mr. Jonathan Torres, FWPCOA Publicity Chair.

The Mayor presented the proclamation to Ms. Amanda Barnes, Director of Utilities.

PRESENTATION

2. 2024 Southeast Desalting Association (SEDA) > 5 MGD Membrane Plant of the Year and the Water Environment Federation (WEF) 2024 Utility of the Future Today (UotFT) Recognition by Mrs. Amanda Barnes, Director of Utilities.

Ms. Amanda Barnes, Director of Utilities thanked Mr. Jonathan Torres with Florida Water and Pollution Control Operations Association. She stated the Utilities department had received several awards, including the Southeast Desalting Association (SEDA) Membrane Plant of the year award. She recognized numerous Utilities and Stormwater Staff for all their hard work in providing safe and high-quality drinking water.

Mayor Kuretski asked Ms. Barnes to share another asset of the team during hurricane season.

Ms. Barnes explained that municipalities across Florida were part of an organization called FlaWARN which coordinated assistance whenever there was an emergency or natural disaster.

Mayor Kuretski appreciated the assistance the team provided.

PRESENTATION

3. Discover the Palm Beaches Tourism update by Sergio Piedra, Director, Community Engagement and Advocacy. Mr. Sergio Piedra, Director of Community

Mr. Sergio Piedra, Engagement and Advocacy, gave a brief presentation which included history of the organization; number of visitors per year; Jupiter's vitality; representing and investing in the Communities; organization events; and the value of promoting local tourism.

Mr. Gustav Weibull, Vice President of Research, continued with the presentation which included visitation and performance data; 2023 annual visitation for Jupiter; 2022 and 2023 Jupiter tourism sales; Jupiter hotel performance; Jupiter 2022 and 2023 resident sentiment; sales and marketing campaigns.

Mr. Piedra continued with the presentation which included pillars for 2024 and 2025; artificial intelligence and digital platforms; The Palm Beaches Collection advertisement; #LoveThePalmBeaches and Sea to Preserve campaign; a certified tourism ambassador program; and a Tourism Master Plan.

Mayor Kuretski thanked Mr. Piedra and Mr. Weibull, and said the Town partnered with many other governmental and private entities. He noted Roger Dean Stadium was one of the largest bed tax revenues during the baseball tournaments. He stated how the Council had prioritized the investment in those fields.

Mr. Piedra thanked the Council for their efforts year-round.

4. Update by Jupiter Inlet District by Mr. Joe Chaison, Executive Director.

Mr. Joe Chaison, Executive Director, with the Jupiter Inlet District (JID) gave a brief overview of the JID history and their involvement throughout the Town. He also highlighted the 2024 Sand Trap Inlet Dredging and Sand Bypassing project.

Mayor Kuretski thanked Mr. Chaison for the information provided and their continuous hard work.

Councilor Delaney and Councilor May discussed the shoreline and the shoal.

Mr. Chaison mentioned the Jupiter Inlet was non-navigable.

Vice- Mayor Sundstrom asked what management options were available.

Mr. Chaison stated the jetties were also a part of the system and they have been modified multiple times. He also noted there was no current plan to modify the jetties themselves, however they were currently working on it.

Councilor Fore thanked Mr. Chaison for the presentation and noted his concerns regarding safety issues due to the inlet conditions.

Councilor May suggested a social media public service announcement to shine light on the danger of the shoal.

CITIZEN COMMENTS

Ms. LeAnne Labeck, resident of Carver Avenue, asked Council to include noise abatement measures in any future plans related to Cinquez Park fire station and to make sure property values were not impacted negatively.

Ms. Constance Holmes, resident of Third Street, discussed the children’s soccer program she helps with who currently uses the Jupiter Elementary School field. She also mentioned the most recent demographics at Jupiter Elementary and asked Council to renew the Inter Local Agreement (ILA).

Mayor Kuretski noted the Town would follow up on the ILA status.

MINUTES

5. July 16, 2024 Town Council Meeting Minutes.

Vice-Mayor Sundstrom moved to approve July 17, 2024 Town Council Meeting Minutes, as amended; seconded by Councilor Fore; motion passed.

Kuretski	Sundstrom	Delaney	Fore	May
Yes	Yes	Yes	Yes	Yes

CONSENT AGENDA

All items listed in this portion of the agenda are considered routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilor or citizen so requests; in which event, the item will be removed and considered at the beginning of the regular agenda.

Councilor Fore moved to approve the Consent Agenda; seconded by Councilor Delaney; motion passed.

Kuretski	Sundstrom	Delaney	Fore	May
Yes	Yes	Yes	Yes	Yes

PUBLIC BUSINESS

- 6. **Resolution 83-24**, Approving a contract to Allied Universal Corporation for Supplying Liquid Chlorine (W2502A) for an amount of \$1,569.20 per ton.
- 7. **Resolution 84-24**, Approving a contract to Sulphuric Acid Trading Company, Inc. for Supplying Sulfuric Acid (W2502B) for an amount of \$193.00 per ton.
- 8. **Resolution 85-24**, Approving a contract to Tanner Industries, Inc. for Supplying Anhydrous Ammonia (W2502G) for an amount of \$1.03 per pound.

CONSENT AGENDA

PUBLIC BUSINESS

9. **Resolution 86-24**, Approving a contract to Odyssey Manufacturing Company for Supplying Sodium Hypochlorite (W2502H) for an amount of \$1.74 per gallon.
10. **Resolution 94-24**, Approving the authorization of work order no. 181 of contract W1724B with Hazen and Sawyer for Public Works Storage Facility - Final Schematic Design in an amount not to exceed \$302,622.05.
11. Approving the use of Federal Forfeiture funds for the purchase of two (2) pick-up trucks and the equipment needed to outfit them to perform vehicle suppression techniques in the amount of \$137,369.
12. Approving a purchase order to Merichem Technologies, LLC for FY2025 Reverse Osmosis Odor Control Treatment Chemicals for an amount of \$1.48 per pound.
13. Approving the annual license renewal for Sentinel One Endpoint Protection and Response Cybersecurity Platform in the amount of \$57,302.01.

REGULAR AGENDA

PUBLIC BUSINESS

14. **Resolution 100-24**, Approving the participation in the pooled commercial paper loan program for the borrowing of a not to exceed amount of \$20,000,000 for the construction of fire stations.

Mr. Scott Reynolds, Director of Finance, gave a presentation concerning Commercial Paper Debt Issuance which included commercial paper funding strategy, interest rates, fees and charges. He explained the Town was in the process of the engineering and design phase of two fire stations that were estimated to cost between 8-10 million dollars.

Mr. Reynolds explained the Town was seeking authorization for the commercial paper loan program which was a short-term bridge loan tool.

Councilor Fore clarified there would be a monthly rate change and asked if there would be a cap on the interest rates.

Mr. Reynolds said he didn't believe there was a cap but believed the rates would go down as that was the trend.

Councilor May asked if the bond would be paid back using debt service.

Mr. Reynolds said it would be part of the overall operating cost of the Fire department not a separate line item.

REGULAR AGENDA

PUBLIC BUSINESS

14. Resolution 100-24, Approving the participation in the pooled commercial paper loan program for the borrowing of a not to exceed amount of \$20,000,000 for the construction of fire stations.

Mayor Kuretski said he was grateful for the financial guidance and said the Town was well served by the Finance department and consultants. He noted his support for the Resolution and thought it was appropriate to consider selecting what the remainder of the surtax funds would be used for. Mayor Kuretski said there was a need for a new public works building and said that would be a logical use for surtax funds and proposed using the remainder for the Fire stations.

Vice-Mayor Sundstrom stated her support for the Resolution and also mentioned that it would be an appropriate use of surtax dollars as it is a one-time capital cost and used for public safety.

Councilor May noted he was in favor of using some surtax money and asked for guidance from the Finance department. He also mentioned the boats for the Police Department were aging and would like to look at using surtax money for a new vessel.

Mr. Reynolds said the surtax money was more for capital projects, however by using the funds for the Public Works building it would then free up general fund revenues for Police vessels and other items.

Councilor Delaney noted he was also in favor of the Resolution and was open to a discussion about the surtax money being used towards the Public Works building which was long overdue.

Vice-Mayor Sundstrom agreed the building was in dire need of repairs and should be made a priority.

Councilor Fore stated he was in favor of the resolution. He said he would like to see proposals concerning the surtax funds.

Mayor Kuretski note the consensus of Council for the Resolution and asked Mr. Reynolds to come back with proposals for the surtax dollar at a future workshop.

Ms. LeAnne Labeck, resident of Carver Avenue, spoke about the federal reserve rates and was concerned the rates were steady and would not drop and expressed her concern for the Towns financial risk.

Councilor Delaney moved to approve Resolution 100-24; seconded by Vice-Mayor Sundstrom; motion passed.

Kuretski
Yes

Sundstrom
Yes

Delaney
Yes

Fore
Yes

May
Yes

REPORTS

TOWN ATTORNEY

- Lawsuit with the Political Action Committee (PAC) - Mr. Brett Lashley, Acting Town Attorney, explained a summary judgement hearing was happening on Friday where both sides filed a motion and responses were also filed. He noted that in response to the Town's response to the motion, the PAC filed a motion for a lead to amend the petition that started the whole litigation, he explained the PAC was trying to amend the petition to address deficiencies. Mr. Lashley said there were three issues that the PAC was trying to address in the amended petition. He stated first, the PAC sent out two versions of the petitions for signature and the referendum, the one version received roughly 100 signatures which was far below the threshold required for a referendum. When the PAC filed the petition, the language it submitted with less signatures was the one the PAC was asking the Court to force onto the referendum. He also explained the Town never had the opportunity to respond to the petition for writ and noted the PAC was trying to add the Supervisor of Elections as a party to the lawsuit. Mr. Lashley said the Town was planning to go forward with a motion for summary judgement set for Friday and would provide an additional update in the future.

TOWN MANAGER

- Quiet Zones Application – Mr. Kitzerow stated the Town received a letter sent through email that the Federal Railroad Administration (FRA) Inspector had suspended the quiet zone establishment, citing a vague list of issues 48 hours before the Quiet Zones were to go into effect. A week later the Town received a 66-page audit report listing the issues that needed to be addressed. The Town reviewed the report to determine which regulatory agency, including the Town, The Florida Department of Transportation (FDOT), the Florida East Coast (FEC) railroad, and Palm Beach County, had jurisdiction over the elements identified in the audit. The initial review of the audit identified that a large number of the elements were out of the Town's control but the Town would work with the responsible agencies to move forward.
- Dakota Drive & Loxahatchee Drive Crosswalks - Mr. Kitzerow mentioned the Town would celebrated the completion of two crosswalks, one on Dakota Drive at Lighthouse Elementary and the other on Loxahatchee Drive at Jupiter Elementary, with a ribbon cutting at the Dakota Drive location. These crosswalks would make it safer for children walking to school and were the first of 12 crosswalks the Town planned to improve in the months ahead. He thanked Mr. Thomas Hernandez, Director of Engineering and Public Works, and his team for their efforts.
- Eastview Manor Playground Grand Opening - Mr. Kitzerow added the Town would also celebrate the grand opening and ribbon cutting of the brand-new Eastview Manor playground. He mentioned the park had shade as requested by residents.

TOWN MANAGER

- Utilities Department - Mr. Kitzerow congratulated the Utilities department. He stated the Utilities Director, Mrs. Amanda Barnes, did a phenomenal job of explaining all the complexities associated with the challenges that the Utilities Staff worked through on a daily basis.
- Years of Service – Mr. Kitzerow also congratulated Sergeant Mike Lilienfeld of the Jupiter Police department for 25 years of service.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS **COUNCILOR FORE**

- Quiet Zones – Councilor Fore asked to see the 66-page audit report.
- Years of Service – Councilor Fore also congratulated Sergeant Mike Lilienfeld for 25 years of service.
- Utilities Department – Councilor Fore gave a shout out to Mrs. Barnes and her department and added he had never been without water due to a hurricane.
- Town Manager's Review – Councilor Fore asked if they were going to discuss the Town Manager's review tonight.

Mayor Kuretski stated the would discuss at the end.

COUNCILOR DELANEY

- Utilities Department – Councilor Delaney agreed the Town's water was always available during a hurricane and congratulated the Utilities Staff.
- Finance Department – Councilor Delaney thanked the Finance department and all who were involved with the Commercial Paper Loan.

VICE-MAYOR SUNDSTROM

- Utilities Department – Vice-Mayor Sundstrom stated how important water was to the Community and how incredible the Town's water utility was and how great the water tasted.
- Quiet Zones – Vice-Mayor Sundstrom asked to see the 66-page audit report as well.
- Good News - Vice-Mayor Sundstrom mentioned the ribbon cuttings and thanked the Town Manager and Town Staff for sharing more good news. She stated she learned recently that the Town would finish one project and move on to the next and the Community wouldn't necessarily know about it. She asked Staff to share in greater context regarding Town playgrounds on social media. She also thanked the parents and Community members who completed the survey regarding playground features.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS
VICE-MAYOR SUNDSTROM

- Canine Care Workshop - Vice-Mayor Sundstrom stated she attended the workshop and that it was wonderful. She mentioned Recreation, Jupiter Police, and Jupiter Fire were under one roof helping residents, sharing experiences, and being interactive.

COUNCILOR MAY

- Utilities Department – Councilor May also recognized the Utilities department and added the Town’s fire hydrants had the best water pressure.
- Dolphin Drive Widening Project – Councilor May mentioned one solution found by Staff to add valley curb had a very high cost. He stated he appreciated the information but had not heard from enough residents to widen the road and was not interested in adding the project to the Community Investment Plan (CIP) budget.

Ms. Kate Moretto, Assistance Town Manager, replaced Mr. Kitzerow on the dais.

MAYOR KURETSKI

- Town Manager’s Review – Mayor Kuretski stated he trust that each of the Council members met with the Town Manager to discuss his performance evaluation. He discussed two components of base pay which would be retroactive to June 1 per his contract, and a performance bonus. He opened up to Council to discuss the appropriate compensation adjustment.

Councilor Delaney stated the Town Manager had gone above and beyond and exceeded all his expectations. He mentioned the Fire department and saving the Town millions of dollars over the next ten years, and the new project software. Councilor Delaney stated he was in favor of a ten-thousand-dollar bonus and at least a five percent base pay increase.

Councilor Fore stated Mr. Kitzerow had done an amazing job. He added he was happy how Mr. Kitzerow managed Staff. He stated he was thinking about a 7.5 percent base pay raise and a ten-thousand-dollar bonus.

Vice-Mayor Sundstrom mentioned last year she was in favor of a \$7,500 bonus and was in favor of a ten-thousand-dollar bonus this year. She stated the Town Manager did not receive an inflation subsidy last year like the other employees. She added she provided a written evaluation and listed a couple of his accomplishments including, the Town Hall building, Jupiter Fire, developing future leaders within Town Staff, Employee Advisory Committee, A1A roundabout, the Community Redevelopment Agency amendment, Recreation Master Plan, Jupiter representation in Tallahassee, and the \$2.3 million from the State for the traffic mitigation on Indiantown Road. She suggested in terms of the bonus, to make up for what was done last year.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

MAYOR KURETSKI

Councilor May stated he agreed since they were unable to come up with a bonus amount last year. He stated the base salary increase should be consistent with what was being giving to the other Town employees. He added he was asking for six percent for the other employees which would be discussed at next week's Council meeting. He also agreed with a ten-thousand-dollar bonus.

Mayor Kuretski clarified the base pay increase would be retroactive to June 1 per the contact and the bonus was a lump sum payout. He agreed to \$7,500 bonus for last year, five percent base pay, and a \$25,000 bonus for this year.

Councilor Delaney stated he agreed.

Councilor Fore stated he would support lowering his suggested base pay down to five percent and increasing the bonus to \$25,000.

Vice-Mayor Sundstrom discussed base pay increases and one-time bonuses. She stated she was comfortable with the five percent. She added she was supportive of the \$25,00 bonus right now and a \$7,500 bonus for last year.

Councilor Delaney mentioned he liked the base increase of 7.5 percent to address market value.

Councilor May stated he was good with a five percent base salary increase, a \$25,000 bonus for year two, and a \$7,500 retroactive bonus for year one.

Councilor May moved to approve a five percent pay salary increase, a \$25,000-year two bonus, and a \$7,500 retroactive year one bonus for Town Manager Kitzerow; seconded by Councilor Fore; motion passed.

Kuretski
Yes

Sundstrom
Yes

Delaney
Yes

Fore
Yes

May
Yes

ADJOURNMENT - 9:19 P.M.

Laura Cahill, Town Clerk

TOWN OF JUPITER

Amendment to Article III of Chapter 2 of the Town's code setting forth the departments of the Town



DATE	August 20, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Kate Moretto, Assistant Town Manager
SUBJECT	Ordinance 19-24 amending Article III of Chapter 2 of the Town's code setting forth the departments of the Town

EXECUTIVE SUMMARY

Chapter 2, Article III of the Towns Code of Ordinances sets forth the divisions and departments of the Town, and their associated areas of responsibilities. Ordinance 19-24 updates the language of the code to reflect the current organization of the Town.

ANALYSIS

The Town Attorney has prepared the attached Ordinance and finds it to be in acceptable form.

STRATEGIC PRIORITY

- Organizational Excellence

ATTACHMENTS

1. Ordinance 19-24

FUNDING SOURCE

N/A. Funding is not necessary for this request.

For more information or copies of the attachments, please contact Kate Moretto at kate@jupiter.fl.us or 561-741-2575.

ORDINANCE NO. 19-24

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA AMENDING ARTICLE III OF CHAPTER 2 OF THE JUPITER CODE OF ORDINANCES TO CREATE NEW DIVISIONS SETTING FORTH THE DEPARTMENTS OF THE TOWN; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF LAW IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town of Jupiter, Florida ("Town") is a duly constituted municipality having such power and authority conferred upon it by Article VIII, Section 2(b) of the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, in exercising the home rule authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes, the Town Council has adopted the Jupiter Code of Ordinances (the Code); and

WHEREAS, Article III of Chapter 2 of the Code sets forth several, but not all of the operating departments of the Town; and

WHEREAS, in order to update the Code and ensure that it accurately reflects all of the Town's currently operating departments, it is appropriate and necessary to amend Article III of Chapter 2 of the Code to set forth all of the Town's currently operating departments; and

WHEREAS, the Town Manager recommends to the Town Council that the Code be amended at Chapter 2, Article III to create new divisions to recognize all of the operating departments of the town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA AS FOLLOWS:

Section 1. The whereas clauses are incorporated herein as true and correct and as the legislative findings of the Town Council.

Section 2. Chapter 2, Article III, is hereby amended to read as follows:

ARTICLE III. DEPARTMENTS, OFFICERS AND EMPLOYEES

DIVISION 3. DEPARTMENT OF ENGINEERING AND PUBLIC WORKS

Sec. 2-134. Created.

There is hereby recognized as part of this code a the department of engineering, and public works for the town, which shall include be responsible for the functions of streets, civil engineering, drainage and that of building and vehicle maintenance and any other duties assigned by the town manager or prescribed by law. The head of the- this department shall be designated as the director of engineering, and public works department.

DIVISION 4. DEPARTMENT OF BUILDING

Sec. 2-135.

There is hereby recognized as part of this code a department of building for the town which shall be responsible for permitting and plan review of all applications for building permits, including demolition permits and any other duties assigned by the town manager or prescribed by law. The head of this department shall be the Building Official, who shall also be designated as the director of the building department.

DIVISION 5. DEPARTMENT OF FINANCE

Sec. 2-136.

There is hereby recognized a department of finance for the town which shall be responsible for managing all financial systems of the town including budgeting, payroll, the administration of receiving and paying invoices and the bond proceeds, and any other duties assigned by the town manager or prescribed by law. The head of this department shall be designated as the director of the finance department.

DIVISION 6. DEPARTMENT OF HUMAN RESOURCES

Sec. 2-137.

There is hereby recognized a department of human resources which shall be responsible for the administration of employee benefits, including health insurance and retirement programs, the accrual of vacation and other leave of absences, the classification and description of employment positions in the town, the administration of property, liability and workers compensation insurance and risk management, and any other duties assigned by the town manager or prescribed by law. The head of this department shall be designated as the director of the human resources department.

DIVISION 4. ~~DIVISION 7.~~ DEPARTMENT OF INFORMATION SYSTEMS

Sec. 2- 138 152 Created.

~~There is hereby created~~ recognized a department of information systems for the town, which shall be responsible for administration and supervision of all automated information systems of the town; planning for and implementation of, the installation of all additions, replacements and modifications to the town's automated information systems; and supervision of all activities related to the town's automated information systems, including procurement and purchasing, development, maintenance and operations support. The department shall also be responsible for any other duties assigned by the town manager or prescribed by law. The head of this department shall be designated as the ~~directed and administered by a director whose title shall be director of the~~ information systems department.

DIVISION 8. DEPARTMENT OF PARKS AND RECREATION

Sec. 2-139.

There is hereby recognized as part of this code a department of parks and recreation for the town, which shall be responsible for the administration of recreation programs for children, adults and senior citizen programs in the town. The department shall also be responsible for coordinating the use and maintenance of parks and recreation facilities with the department of public works. The department shall be responsible for any other duties assigned by the town manager, or prescribed by law. The head of the department shall be designated as the director of the parks and recreation department.

DIVISION 9. DEPARTMENT OF PLANNING AND ZONING

Sec. 140.

There is hereby recognized as part of this code, the planning and zoning department, which shall be responsible for the administration of all planning and zoning activities, historic preservation programs, housing programs, the comprehensive plan and any other duties assigned by the town manager or prescribed by law. The head of this department shall be designated as the director of the planning and zoning department.

DIVISION 10. POLICE DEPARTMENT

Sec. 141.

There is hereby recognized as part of this code, the police department, which shall be responsible for law and code enforcement throughout the town and law enforcement outside the town pursuant to mutual aid agreements with other law enforcement agencies. The department shall be responsible for any other duties assigned by the town manager, or prescribed by law. The head of the department shall be designated as the Police Chief.

DIVISION 11. OFFICE OF THE TOWN CLERK

Sec. 142.

The office of the Town Clerk is hereby recognized as part of this code. The Town Clerk shall be responsible for the recordation and keeping of minutes of all meetings of the town council and such appointed boards or committees established by the town council; and the receipt, processing and dispersal of public records requests. This office shall also be responsible for any other duties assigned by the town manager or prescribed by law. The head of this department shall be designated as the Town Clerk.

DIVISION 12. UTILITIES

Sec. 143.

The department of utilities is hereby recognized as part of this code. This department shall be responsible for the administration of the water utilities and stormwater utilities programs and the construction of such infrastructure as is necessary to carry out these programs, and any other duties assigned by the town manager or prescribed by law. The head of this department shall be designated as the director of the utilities department.

DIVISION 13. COMMUNITY RELATIONS DEPARTMENT

Sec. 144.

The department of community relations is hereby recognized as part of this code. This department shall be responsible for creation and dissemination of public information, internal communications, media relations, and marketing, promotional, and sponsorship activities for the town. The head of this department shall serve as the public information officer of the town.

DIVISION 14. FIRE RESCUE DEPARTMENT

Sec. 145.

There is hereby recognized as part of this code, the fire rescue department, which is authorized and shall be responsible for fire prevention and protection, mitigation of hazardous conditions, and emergency medical rescue and stabilization services. This department shall also be responsible for any other duties assigned by the town manager or prescribed by law. The head of this department shall be designated as the Fire Chief.

Secs. 2-146—2-172. Reserved.

Section 3. Codification. Sections of the ordinance may be renumbered or re-lettered to accomplish such, and the word “ordinance” may be changed to “section” “article”, or any other appropriate word.

Section 4. Severability. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held by a court to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this ordinance.

Section 5. Repeal of Laws in Conflict. All ordinances or part of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Effective date. The provisions of this ordinance shall become effective upon its execution.

TOWN OF JUPITER
Riverwalk and Sawfish Bay Park Living Shoreline and Stabilization



DATE	August 20, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	Approval of Resolution 89-24 for the Authorization of Contract No. NR2024-02 with Underwater Engineering Services, Inc. for the installation of shoreline stabilization and living shoreline improvements on the Town's Riverwalk and at Sawfish Bay Park in an amount not to exceed \$258,326.00.

EXECUTIVE SUMMARY

Consideration of Resolution No. 89-24 (Attachment 1) by the Town Council for the approval of the award of Contract No. NR2024-02, for Riverwalk and Sawfish Bay Park Living Shoreline and Stabilization with Underwater Engineering Services, Inc. in an amount not to exceed \$258,326.00. The project scope addresses the installation of shoreline stabilization improvements along four sections of the Riverwalk adjacent to the Mangrove Bay development, and the mangrove pod portion of Phase II living shoreline improvements at Sawfish Bay Park.

Staff posted a request for proposals on Demand Star and only received one bid (Attachment 2) from Underwater Engineering Services, Inc. (UESI) for the shoreline stabilization and living shoreline project. Funding is provided through the Riverwalk Community Redevelopment Agency CIP (Attachment 3) for the Riverwalk portion of the project, in the amount of \$213,258, and from the Sawfish Bay Park CIP (Attachment 4) through the environmental portion in the amount of \$45,068. The bid was received and opened on Thursday, June 27, 2024 and can be found in the attached Bid Tabulation Sheet (Attachment 5). The bid as well as the supporting documents were reviewed by Town staff and were determined to be complete. UESI has previously completed a similar project for the Phase I Sawfish Bay Park Shoreline Stabilization for the Town, which was well executed and completed within timeframes. The Town Attorney has reviewed the attached contract and resolution and finds them to be in acceptable form.

ANALYSIS

In 2020, staff noted that areas along the Riverwalk in front of the Mangrove Bay development were experiencing significant erosion that if left unaddressed, would eventually affect the structural integrity of the Riverwalk. Utilizing the Town's continuing services contract with Calvin, Giordano and Associates, staff worked with their subcontractor, Cummins-Cederberg Coastal Marine Engineering, to evaluate the areas and develop engineering plans to address the erosion, protecting the Riverwalk adjacent to Mangrove Bay while enhancing the marine environment. Cummins-Cederberg obtained permits from the appropriate agencies such as the Florida Department of Environmental Protection and the US Army Corps of Engineers and will be assisting the Town with construction implementation and oversight. The project scope also includes creation of additional living shoreline at Sawfish Bay Park, constructing mangrove planters and revetment areas where possible based on the location of newly recruited

seagrasses. Town staff has reviewed the bid and conducted the solicitation process in accordance with the Town's purchasing policy.

Town staff is providing Resolution No. 89-24 for consideration by Town Council for approval of the award of Contract NR2024-02, Riverwalk Living Shoreline and Stabilization to Underwater Engineering Services, Inc. in an amount not to exceed \$258,326.00. In the event the Town Council approves Resolution 89-24, the Mayor will be authorized to execute the Contract on its behalf. See attached Draft Contract (Attachment 6).

STRATEGIC PRIORITY

- Unique, Small Town Feel
- Green, Blue & Open Spaces

ATTACHMENTS

1. Resolution 89-24
2. UESI Bid Proposal
3. CIP Sheet Riverwalk
4. CIP Sheet Sawfish Bay Park
5. Bid Tabulation
6. Draft Contract

FUNDING SOURCE

X	Approved in 2024 CRA Budget for Riverwalk Stabilization	\$349,900	Sources: Riverwalk Living Shoreline and Stabilization CIP (C2301)
X	Approved in Budget for Sawfish Bay Park Phase 2	\$651,880	Sources: Sawfish Bay Park CIP (R1702)
	Additional Funding Requested	\$0	Sources:

For more information or to request attachments, please contact Barrett Cruce at BarrettC@jupiter.fl.us

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RESOLUTION NO. 89-24

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN
OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING
THE MAYOR TO EXECUTE A CONTRACT WITH
UNDERWATER ENGINEERING SERVICES, INC. FOR THE
INSTALLATION OF CERTAIN IMPROVEMENTS ALONG
THE TOWN’S RIVERWALK AND AT SAWFISH BAY PARK;
AND PROVIDING FOR AN EFFECTIVE DATE.**

12 **WHEREAS**, the Town of Jupiter (Town) is a municipality with those powers and
13 responsibilities enumerated in Chapter 166 Florida Statutes and the Florida Constitution;

14 **WHEREAS**, the Town’s Planning and Zoning Department solicited bids for certain
15 improvements to be installed along the Town’s Riverwalk and at Sawfish Bay Park; and

16 **WHEREAS**, the work would include the installation of soil, geotextile cloth and
17 rock revetments (the Project) along four portions of the Town’s Riverwalk adjacent to
18 the Mangrove Bay development;

19 **WHEREAS**, the work also comprises the installation of additional mangrove
20 planters and restoration of marine habitat at Sawfish Bay Park;

21 **WHEREAS**, together the installation of soil, geotextile cloth, rock revetments and
22 mangrove planters are intended to restore the marine habitat at Sawfish Bay Park to
23 stabilize the shoreline and create a “living shoreline” constitutes the Project; and

24 **WHEREAS**, the Project would implement the Town Council’s 2024-2025 Strategic
25 Priority to “Protect local seagrass”;

26 **WHEREAS**, the Town Council has determined that Underwater Engineering
27 Services, Inc. is qualified to provide the services sought by the Town for the Project;

28 **WHEREAS**, the Town Council has determined that it should award a contract

R# 89-24**Page B**

for \$258,326 to Underwater Engineering Services, Inc.; and,

WHEREAS, the Town has budgeted funds in its current fiscal year budget which are available for the funding of the Project.

NOW, THEREFORE be it resolved by the Town Council of the Town of Jupiter, Florida, that:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The mayor is authorized and directed to execute the contract with Underwater Engineering Services, Inc. in an amount not to exceed \$258,326, a copy of which is attached hereto and incorporated herein as Exhibit "A".

Section 3. Should any section or provision of this resolution, or any portion thereof, and paragraph, sentence, or word, ever be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portion of this Resolution.

Section 4. This Resolution shall take effect immediately upon its execution.

#5663416 v1 26503-00001



Underwater Engineering Services, Inc.

Commercial Diving | Scour and Erosion Control | Marine Construction
Inspection Services | Nuclear Diving | Nuclear Coatings | Underwater Welding
Engineering | Design | Planning | Construction Management



Town of Jupiter
Riverwalk Living Shoreline & Stabilization
Bid No. NR2024-02
Bid Due: June 27th, 2024 @ 2:00 pm



Submitted to:
Town of Jupiter
Attn: Town Clerk
210 Military Trail
Jupiter, FL 33458
Page 23 of 280



*Town of Jupiter
Riverwalk Living Shoreline & Stabilization
Bid No: NR2024-02
Bid Due: June 27th 2024 @ 2:00 pm*

Table of Content

Section 1	Bid Forms
Section 2	Company Licenses
Section 3	Evidence of Insurance

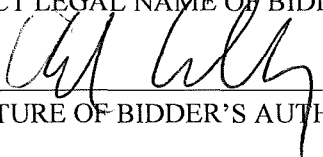
Section 1 Bid Forms



BIDDER'S CERTIFICATION

I certify that this Bid acknowledgment is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same commodities, services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. By signature on this form, Bidder acknowledges and accepts without limitation, pages 1 through 19 inclusive of the Invitation to Bid as well as any special instructions if applicable.

CORRECT LEGAL NAME OF BIDDER: Underwater Engineering Services, Inc.


(SIGNATURE OF BIDDER'S AUTHORIZED AGENT)

TITLE: V.P. Director of Project Development

TYPED/PRINTED NAME OF
AUTHORIZED AGENT: Andrew Connelly

ADDRESS: 3306 Enterprise Road, Fort Pierce, FL 34982

PHONE NO: (772) 337-3116

FEDERAL ID NUMBER OR SOCIAL
SECURITY NUMBER OF BIDDER:

59-2405375

TRENCH SAFETY ACT

Section 553.62, Florida Statutes incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR's. 1926.650 Subpart P, as the state standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other state or political subdivisions may also have standards that are applicable. If trench excavation will be required on the project in excess of five feet in depth, the Bidder must identify the cost of compliance with the applicable trench safety standards below. If there will be no trench excavation on the project in excess of five feet in depth, write "not applicable" below.

	Trench Safety Measure (Description)	Units of Measure	Quantity	Unit Cost	Extended Cost
A.	_____	_____	_____	_____	_____
B.	N/A	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____
E.	_____	_____	_____	_____	_____
TOTAL:					\$ 0.00

(ATTACH SEPARATE SHEET IF NECESSARY)

No separate payment will be made by the Town for the cost of trench safety and compliance. Include the cost of any required and necessary trench safety in the contract pay items.

BID
RIVERWALK LIVING SHORELINE AND STABILIZATION
TOWN OF JUPITER
PALM BEACH COUNTY, FLORIDA
CONTRACT NO.: NR 2024-02

DATE**SUBMITTED:** June 19, 2024**BIDDERS NAME:** Underwater Engineering Services, Inc.

1. The undersigned Bidder, hereby warrants and affirms under oath and penalty of perjury that the only person(s) who has a financial interest in the Bid as Principal(s) is/are expressly named herein; that no other person(s) other than those listed herein has any financial interest in this Bid or in the Contract to be awarded; that this Bid is made without the joint or co-venture, partnership, assistance or other relationship or connection with any other person or entity submitting a Bid in this procurement; and that the Bid made is in all respects fair, in good faith and made without collusion or fraud.
2. The Bidder further declares that the Bidder has examined the site or location, of the Work and is fully informed as to all conditions pertaining to the location of the Work; that the Bidder has examined the Plans and Specifications for the Work and the Contract Documents, including but not limited to, the Request For Bids, Instructions to Bidders, Bid Form, Bid Bond, Sworn Statement on Public Entity Crimes, Sample Contract, General and Supplemental Conditions, Technical Specifications, and all other forms included with the Bid Documents, and has read all of the Bid Documents furnished by the Town prior to the opening of Bids; and that the Bidder fully understands the Work to be performed.
3. If this Bid is accepted, the undersigned Bidder agrees to complete all Work under this Contract within one hundred and twenty (120) calendar days from the date established by the Town in the "Notice to Proceed with Contract Work."
4. If the Contractor fails to complete the Work within the time fixed by the Contract, or any extension thereof granted, the Contractor shall be liable to the Town, not as a penalty but as liquidated damages, the sum of \$100.00 for each calendar day that the Work remains incomplete after the Contract completion date or any extension thereof, plus any monies paid by the Town to any other person or entity to preserve or complete the Work. The liquidated damages and other costs shall be deducted from monies due to be paid the Contractor by the Town, or if no money is due or the amount due is insufficient to cover the amount charged, the Contractor and the Contractor's Surety shall be liable for the amount due.

Form Revised 07-01-2021

Item	Description	Unit	Quantity	Unit Price	Total Price
001*	Indemnification Pursuant to Section 8, Indemnification, payment for this bid item will be made at the Contract Lump Sum Price of \$100.00 as part of the first invoice in the first pay request. This indemnification shall remain in force during the entire contract period and any subsequent extensions.	LS	1	\$100.00	\$100.00
	Unit Price Written in Words: One Hundred Dollars and No Cents				
101-1	Mobilization and Demobilization	LS	1	\$32,776.00	\$32,776.00
	Unit Price Written in Words: Thirty-two thousand seven hundred seventy-six & 00/100				
104-1	SWPPP- Prevention, Control and Abatement of Erosion and Water Pollution	LS	1	\$6,844.00	\$6,844.00
	Unit Price Written in Words: Six thousand eight hundred forty-four & 00/100				
9.1	Excavation	CU. YD.	81.3	\$360.00	\$29,268.00
	Unit Price Written in Words: Three hundred sixty and 00/100				
9.2	Backfill	CU. YD	25.8	\$655.00	\$16,899.00
	Unit Price Written in Words: Six hundred fifty-five and 00/100				
10	Rock	CU. YD.	162	\$524.00	\$84,888.00
	Unit Price Written in Words: Five hundred twenty-four and 00/100				
11	Geotextile	SQ. FT.	2348.3	\$10.00	\$23,483.00
	Unit Price Written in Words: Ten dollars and 00/100				
2	Optional Revetment Installation at Sawfish Bay Park Site	LS	1	\$45,068.00	\$45,068.00
	Unit Price Written in Words: Forty-five thousand sixty-eight dollars and 00/100				
1000-1	Contingency Contingency work determined in accordance with Sub-Article 3.2.2 of the Contract and as directed by the Project Manager.	LS	1	\$19,000.00	\$19,000.00
	Unit Price Written in Words: Nineteen Thousand Dollars and No Cents				
GRAND TOTAL PRICE FOR CONTRACT				\$ 258,326.00	
WRITTEN AMOUNT: Two hundred fifty-eight thousand three hundred twenty-six dollars and 00/100					

Form Revised 07-01-2021

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Michael Buoncore, certify that I am the Secretary of the Corporation named as principal in the within Bond; that Kenneth Griffin, who signed the said Bond on behalf of the principal, was then President of said Corporation; that I know his signature, and his signature thereto is genuine; and that said Bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

M. Buoncore
Secretary

(Corporate Seal)



5. If this Bid is accepted, it is understood that all terms and conditions of the Bid documents shall be binding upon the parties. If awarded the Contract, the undersigned Bidder agrees to execute a Contract with Town of Jupiter which shall memorialize the terms and conditions of the Work including the required bonds (each bond equal to one hundred percent (100%) of the total Contract Bid), the insurance, indemnification, the, Instructions to Bidders, General Conditions, Supplemental Conditions, Technical Specifications, and Plans.
6. Attached to this Bid Form is a cashiers check or approved Bid Bond for the sum of Dollars (\$ 5% of Bid Amount) as required by the Instructions to Bidders.
7. The Bidder understands that this Bid does not constitute a contract with the Bidder. There is no official contract binding the parties until: (1) bids are reviewed and accepted by Town staff; (2) the Contract has been approved by the appropriate level of authority within the Town; and (3) the Contract has been executed by both parties.
8. The undersigned Bidder understands and agrees that if the Bidder is awarded the Contract but fails to execute and deliver the Contract and the Bonds within fifteen (15) days after receipt of the Contract, then the Bid Bond or securities accompanying the Bid, shall be paid to the Town of Jupiter, otherwise, the Bid Bond or Bid security shall be returned to the Bidder.
9. The legal name of the Bidder together with the signature of the person authorized to bind the Bidder, and the signature of any licensee qualifying the Bidder, must appear on the signature page of this Bid.
10. The Bidder understands and agrees that the Bidder must perform all work necessary to complete the job as described in the Plans and Specifications. Payment will be made only for the actual quantities of Work performed and accepted or materials furnished in accordance with the Contract. All work and materials not specified under "Item Description" in the Bid shall be considered incidental to the Contract.
11. The undersigned Bidder hereby states that, in making this Bid, the Bidder has complied with Section 725.06, Florida Statutes (if that law is applicable to this project), by including in the amount of the Bid, the specific consideration for the indemnification of the Town by the Bidder as required by this statute.
12. Both the Bidder and the licensee shall fill in the information below as required by Chapter 489, Florida Statutes. Licensee is defined herein as the person who is the licensed Contractor who qualifies the bidding entity. If the Bidder is an individual, the individual must be licensed. (Please print or type, excluding signatures).

NAME:	<u>Andrew Connelly</u>
ADDRESS	<u>3306 Enterprise Road, Fort Pierce, FL 34982</u>
FEID OR SOCIAL SECURITY NUMBER	<u>59-2405375</u>
LICENSE NUMBER	<u>CGC1507554</u>
STATE OR COUNTY:	<u>Florida</u>

Form Revised 07-01-2021

LICENSE TYPE: General Contractor
(Attach a copy of License)

LICENSE LIMITATIONS, IF ANY: (Attach a separate sheet of limitations, if necessary)

LICENSEE SIGNATURE: Steve Green

BIDDER'S NAME: Andrew Connelly

BIDDER'S SIGNATURE: Am City

BIDDER'S ADDRESS: 3306 Enterprise Road, Fort Pierce, FL 34982

BIDDER'S PHONE NUMBER: 772-337-3116

BIDDER'S FAX NUMBER: 772-337-0294

ADDENDUM ACKNOWLEDGEMENT (If necessary)

The Bidder has received Addendum No. 1, dated May 30, 2024

The Bidder has received Addendum No. 2, dated June 17, 2024

The Bidder has received Addendum No. 3, dated June 18, 2024

The Bidder has received Addendum No. _____, dated _____

If an **INDIVIDUAL** is a Bidder,
sign on this line. If doing business
as another entity.

(Signature)

(Address)

If a **PARTNERSHIP** is a Bidder,
fill in name of Partnership, followed
by the signature of the partner
signing.

(Signature)

Business address of Partnership
(Names and addresses of all partners.
Attach separate sheet if necessary.

(Address)

(Name of Partnership)

(Business Address of Partnership)

If a **CORPORATION** is Bidder, fill
in the name of the Corporation,
followed by the signature of the
President or Vice President.

Underwater Engineering Services, Inc.

(Name of Corporation)

Kenneth Griffin

(President)

3306 Enterprise Road, Fort Pierce, FL 34982

(Address)

If a Bidder is a **CORPORATION** ,
affix Corporate Seal.

(Corporate Seal)



BID BOND

COUNTY OF Palm Beach RFB No. NR 2024-02
STATE OF FLORIDA

KNOW ALL MEN BY THESE PRESENTS, that we, Underwater Engineering Services, Inc., as Principal and Lexon Insurance Company, as Surety, are held and firmly bound unto Town of Jupiter in the penal sum of \$ ^{Five Percent of Total} Amount Bid dollars (\$ (5%)) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid, dated June 19, 20 24, for the Contract and Specifications for the Bid Number NR 2024-02.

NOW, THEREFORE, if the Principal shall not withdraw said Bid within ninety (90) days after date of opening of the same and shall within fifteen (15) calendar days after the prescribed forms are presented to him for signature, enter into a written contract with the Town of Jupiter, in accordance with the Bid, as accepted, and shall give such bond or bonds as may be specified in the Bidding or Contract documents, with good and sufficient sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, and for the payment of labor and supplies incurred in connection therewith, or in the event of the withdrawal of said Bid within the period specified, in the failure to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Town the difference between the amount specified in said Bid and the amount for which the Town may procure the required work and/or supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise, to remain in full force and virtue.

IN WITNESS WHEREOF, the above bound parties have executed this statement under their several seals this 19 day of June, 20 24, the name and corporate seal, if applicable, being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IF AN INDIVIDUAL, IN THE PRESENCE OF:

(Individual Principal) By: _____ (Witness)

(Business Address)

(Individual Principal) By: _____ (Witness)

(Business Address)

IF A CORPORATION, ATTEST:

(Corporate Seal)

(Corporate Principal)

Underwater Engineering Services, Inc.

(Business Address)

3306 Enterprise Rd Fort Pierce, FL 34982

Vic (President)

By: Bernadette Ortiz V.P.

By: Michael Buoncicore (Secretary)

ATTEST:

(Corporate Seal)

(Corporate Principal)

Underwater Engineering Services Inc.
(Business Address)
3306 Enterprise Rd. Ft. Pierce, FL
President 34982

By: Kenneth Griffin

By: M. Buoncicore (Secretary)

Surety: Lexon Insurance Company

By: [Signature]
(Name of Firm)

Title: Attorney-in-Fact

Address for Notices:

12890 Lebanon Rd

Mt. Juliet, TN 37122

Note: Notary acknowledgement for Surety and Surety's Power of Attorney must be attached.



POWER OF ATTORNEY

15990

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation ("EAC"), **Endurance American Insurance Company**, a Delaware corporation ("EAIC"), **Lexon Insurance Company**, a Texas corporation ("LIC"), and/or **Bond Safeguard Insurance Company**, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Leslie A. Worley** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of 5% of Total Bid Amount

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Endurance American Insurance Company

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Lexon Insurance Company

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Bond Safeguard Insurance Company

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

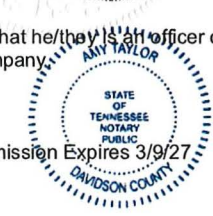


ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*

Amy Taylor, Notary Public - My Commission Expires 3/9/27



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,

and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 19 day of June, 2024

By: *Daniel S. Lurie*

Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

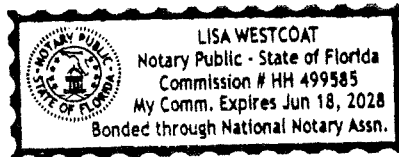
Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

CORPORATE ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF St. Lucie

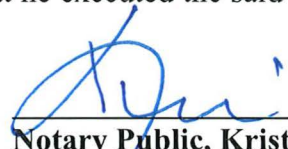
On this 19th day of June 20 24 before me, a Notary Public within and for said County and State, personally appeared Kenneth Griffin to me personally known, who being duly sworn, upon oath, did say that he/she is the President of and for the Underwater Services Inc., a corporation created, organized and existing under and by the virtue of the laws of the State of Florida that the Corporate seal affixed to the foregoing instrument is the seal of said Corporation; that the seal was affixed; and the said President did acknowledge that he/she executed the said instrument as the free act and deed of said Corporation.



Lisa Westcoat
Notary Public Lisa Westcoat

LEXON INSURANCE COMPANY**STATE OF Tennessee****COUNTY OF Wilson**

On this **19th** day of **June 2024**, before me, a Notary Public within and for said County and State, personally appeared **Leslie A. Worley** to me personally known, who being duly sworn, upon oath, did say that he is the **Attorney-in-fact** of and for the **Lexon Insurance Company**, a corporation created, organized and existing under and by the virtue of the laws of the **State of Texas** that the Corporate seal affixed to the foregoing instrument is the seal of said Corporation; that the seal was affixed; and the said **Leslie A. Worley** did acknowledge that he executed the said instrument as the free act and deed of said Corporation.



Notary Public, Kristi Davis
Commission Expires 1/28/2026



LEXON INSURANCE COMPANY
Balance Sheet - Statutory - Basis
December 31, 2023

Assets:

Bonds	\$ 455,655,383
Real Estate	7,151,795
Cash and cash equivalents	51,425,590
Total cash and invested assets	<u>514,232,768</u>

Agents' balances or uncollected premiums	5,957,353
Reinsurance recoverable on loss and loss adjustment expense payments	(1,446)
Investment income due and accrued	2,871,441
Net deferred tax asset	2,653,229
Receivables from parent, subsidiaries and affiliates	4,151,291
Electronic data processing equipment and software	67,800
Furniture and equipment, including health care delivery assets	25,908
Total admitted assets	<u>\$ 529,958,344</u>

Liabilities:

Loss and loss adjustment expenses	\$ -
Reinsurance payable on paid loss and loss adjustment expenses	(1,446)
Other expenses	155,946
Unearned premiums	-
Ceded reinsurance premiums payable	15,681,739
Current federal and foreign income taxes	683,217
Funds held by company under reinsurance treaties	19,311,514
Remittances and items not allocated	57,208
Payable to parent, subsidiaries and affiliates	4,151,291
Payable for securities	1,069,830
Other liabilities	414,339,504
Total liabilities	<u>455,448,803</u>

Capital and surplus:

Common capital stock	4,213,226
Gross paid in and contributed surplus	37,309,523
Unassigned funds (surplus)	32,986,792
Total capital and surplus	<u>74,509,541</u>

Total liabilities and capital and surplus	<u>\$ 529,958,344</u>
---	-----------------------

I, Hana Entela, Treasurer of Lexon Insurance Company (the "Company") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Company as of December 31, 2023 prepared in conformity with accounting practices prescribed or permitted by the State of Texas Department of Insurance. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon request at the Company's office located at 4 Manhattanville Road, Purchase, NY 10577.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company at Purchase, New York.

Hana Entela

Subscribed and sworn to before me this 5th day of March, 2024

Fiona McNamara



**SWORN STATEMENT UNDER 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

NR2024-02

1. This sworn statement is submitted with Bid or Contract No. _____ for Town of Jupiter.

2. This sworn statement is submitted by Underwater Engineering Services, Inc..

(Name of entity submitting sworn statement)

Whose business address is 3306 Enterprise Road, Fort Pierce, FL 34982

(if applicable) its Federal Employer Identification Number (FEID) is 59-2405375

(if the entity has no FEID, include the Social Security Number (SSAN) of the individual signing this sworn statement _____ (SSAN)

3. My name is Andrew Connelly and my relationship

(Please print name of individual signing this form)

to the entity named above is V.P. of Project Development.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g) Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

6.1. A predecessor or successor of a person convicted of a public entity crime; or

6.2. An entity under the control of 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.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

IMPORTANT: THE CONTRACTOR MUST COMPLETE THIS SECTION BEFORE SIGNING FORM.

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

☒ Neither the entity submitting this sworn statement, or any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in neither management of the entity, nor any affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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, AND (Please indicate which additional statement applies.)

☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)


(Signature)

Andrew Connelly

(Date)

19th Day of June 20 24

X

Florida

June 18, 2028

Ria Westcott



**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY, AND VOLUNTARY
EXCLUSION - LOWER TIER PARTICIPANT**

Certification regarding Debarment Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions pursuant to 49 CFR 24, Code of Federal Regulations, Part 24.510(b):

By signing and submitting this proposal, the prospective lower-tier participant certifies that neither it, nor it's principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The prospective Lower-Tier participant further certifies that:

1. I, and any principals of my firm, understand that the certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that I/we knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies.
2. Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if, at any time, we learn that my/our certification was erroneous when submitted, or has become erroneous by reason of changed circumstances.
3. By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I/we will not knowingly enter into any Lower-Tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.
4. I, and any principals of my firm, further agree by submitting this proposal that I/we will include this Certification, without modification, in all Lower-Tier covered transactions and in all solicitations for Lower-Tier covered transactions.

Contractor Name: Underwater Engineering Services, Inc.

Address: 3306 Enterprise Road

City: Fort Pierce State: Florida Zip: 34982

Signature: _____

Date: June 19, 2024

NON-CERTIFICATION:

Contractor Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Signature: _____

Date: _____

CERTIFIED RESOLUTION

I, Michael Buoncore (Name), the duly elected Secretary of Secretary (Corporate Title), a corporation organized and existing under the laws of the State of Florida, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with law and the by-laws of the said corporation. "IT IS HEREBY RESOLVED THAT Kenneth Griffin (Name)" The duly elected President (Title of Officer) of Underwater Engineering Services (Corporate Title) be and is hereby authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the Town of Jupiter and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The Town of Jupiter shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME	TITLE	SIGNATURE
<u>Kenneth Griffin</u>	<u>President</u>	
<u>Andrew Connelly</u>	<u>V.P. Director of Project Dev.</u>	

Given under my hand and the Seal of the said corporation this 19th day of June, 2024

(SEAL) By: M. Buoncore Secretary Michael J. Buoncore Corporate Title

NOTE: The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the Town of Jupiter that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.



QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: Town of Jupiter
(Purchasing Administrator)

ADDRESS: 210 Military Trail
Jupiter, Florida 33458

CIRCLE ONE

SUBMITTED BY: Underwater Engineering Services, Inc.

NAME: Andrew Connelly

ADDRESS: 3306 Enterprise Road

Fort Pierce, FL 34982

TELEPHONE NO. 772-337-3116

FAX NO. 772-337-0294

E-MAIL ADDRESS: aconnelly@uesi.com

Corporation
Partnership
Individual
Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder is: Underwater Engineering Services, Inc.

The address of the principal place of business is: _____

3306 Enterprise Road, Fort Pierce, FL 34982

2. If Bidder is a corporation, answer the following:

- a. Date of Incorporation: 4/13/1984
- b. State of Incorporation: Florida
- c. President's name: Kenneth Griffin
- d. Vice President's name: Bernadette Ortiz
- e. Secretary's name: Michael Buoncore
- f. Treasurer's name: N/A
- g. Name and address of Resident Agent: _____

REGISTERED AGENTS INC.
7901 4TH STREET N
SUITE 300
ST. PETERSBURG, FL 33702

3. If Bidder is an individual or a partnership, answer the following:

- a. Date of organization: _____

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?
17 years

a. Under what other former names has your organization operated?

S.G. Pinney & Associates; name change 3/20/2007

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

State of FL Construction Industry General Contractor - Steve Greenman CGC1507554

8. Have you personally inspected the site of the proposed work?

(Y) X (N) _____

9. Do you have a complete set of documents, including drawings and addenda?

(Y) X (N) _____

10. Did you attend the Pre-Bid Conference if any such conference was held?

(Y) X (N) _____

11. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

No

12. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

THE BIDDER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY BIDDER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE BIDDER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE BID, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

County of St. Lucie

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of June, 2024 By Andrew Connelly of Underwater Engineering Services, Inc., who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal,

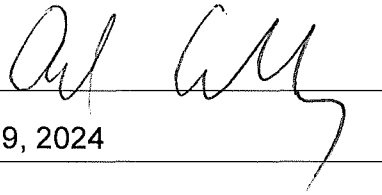
 **LISA WESTCOAT**
Notary Public - State of Florida
Commission # HH 499585
My Comm. Expires Jun 18, 2028
Bonded through National Notary Assn.

(Name of Notary Public: Print,
Stamp, or type as Commissioned)

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed contractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Signature



Date June 19, 2024

Name and Title of Signer (Please Type) Andrew Connelly

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

REFERENCES

In order to receive Bid Award consideration on the proposed bid, it is a requirement that the following "Information Sheet" be completed and returned with your bid. This information may be used in determining the Bid Award for this contract. BIDDER (COMPANY NAME):

ADDRESS: 3306 Enterprise Road, Fort Pierce, FL 34982

TELEPHONE NO: () 772-337-3116

CONTACT PERSON: Andrew Connelly

TITLE: V.P. Director of Project Development

NUMBER OF YEARS IN BUSINESS: 39 Years

ADDRESS OF NEAREST FACILITY: 3306 Enterprise Road, Fort Pierce, FL 34982

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE PRODUCTS AND SERVICES HAVE BEEN PROVIDED IN THE LAST YEAR:

1. COMPANY NAME: Town of Jupiter
 ADDRESS: 210 Military Trail, Jupiter, FL
 TELEPHONE NO: () (561) 741-2565
 CONTACT PERSON: Gretchen Carr
 TITLE: Natural Resources Coordinator
 DATE PRODUCTS SOLD: 12/1/2022-2/24/2023

2. COMPANY NAME: City of Boca Raton
 ADDRESS: 201 W Palmetto Park Rd, Boca Raton, FL
 TELEPHONE NO: () (561) 544-8520
 CONTACT PERSON: Coastal Program Manager
 TITLE: same as above
 DATE PRODUCTS SOLD: 7/5/2021-2/16/2022

3. COMPANY NAME: Martin County BOCC
 ADDRESS: 2401 SE Monterey Rd, Stuart, FL
 TELEPHONE NO: () (772) 288-5400
 CONTACT PERSON: Jessica Garland
 TITLE: Coastal Program Manager
 DATE PRODUCTS SOLD: 2/1/2021-10/18/2021

Section 2 Licenses/Registrations





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

GREENMAN, STEVE BEECHER

UNDERWATER ENGINEERING SERVICES INC

3306 ENTERPRISE ROAD
FORT PIERCE FL 34982

LICENSE NUMBER: CGC1507554

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

AUG 22 2023



City of Fort Pierce

LOCAL BUSINESS TAX RECEIPT

Please post in a conspicuous place or keep on person.

Business Name / Mailing Address:	Owner:
UNDERWATER ENGINEERING SERVICES, INC 3306 ENTERPRISE RD STE 100 FT PIERCE FL 34982	UNDERWATER ENGINEERING

Parcel ID/Business Location*: 2428-502-0037-000/9, 3306 ENTERPRISE RD 100
--

*This local business tax receipt is valid at this location only.

Date Issued	Expiration Date	Control Number
August 14, 2023	September 30, 2024	0041340

The business stated above may be engaged in the following business, profession or occupation at the location above-described.		
BTR #	Classification	Restrictions
24-00022847	CONTRACTORS, GENERAL OR SPECIALTY	

Tax Amount	\$133.37
New/Renewal Fee	\$5.00
Penalty	\$0.00
Total	\$138.37

Linda W. Cox, City Clerk (SEAL)



THIS IS A RECEIPT FOR TAX PAID AND IS NOT REGULATORY IN NATURE. This receipt does not warrant that the receipt holder is competent to perform in the business, but that the holder has paid the required tax and provided the necessary documentation (if required) for this business. Valid only when all state and local regulated trade licenses/competency cards are valid for the current fiscal year as required by law. This receipt becomes null and void if business name, classification, ownership or address is changed.



THE SUNRISE CITY
FORT PIERCE
Florida



2023 - 2024

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #10 Receipt #1009626
Type of business 7399 PROFESSIONAL MISC (CONSULTING ENGINEER) Expires SEPTEMBER 30, 2024

DBA name Business Underwater Engineering Services Inc
Mailing address: Underwater Engineering Services Inc Business location: 3306 Enterprise Rd #100
3306 Enterprise Rd #100 Fort Pierce, FL 34982
Fort Pierce, FL 34982

RENEWAL City of Fort Pierce
Original tax: \$27.55
Penalty:
Collection cost:
Total: \$27.55 Paid 07/13/2023 27.55 0025-20230713-044301

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of \$1 to \$5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

JUL 19 2023

Underwater Engineering Services Inc
3306 Enterprise Rd #100
Fort Pierce, FL 34982

Section 3

Evidence of Insurance





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/28/2024

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

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

PRODUCER PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042	CONTACT NAME: Alyson Graziosi PHONE (A/C, No, Ext): 516-628-5705 FAX (A/C, No): 516-470-0338 E-MAIL ADDRESS: AGRAZIOSI@CRPGRP.COM														
INSURED Underwater Engineering Services, Inc. 3306 Enterprise Road Suite 203 Fort Pierce FL 34982	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Great American Insurance Company</td> <td>16691</td> </tr> <tr> <td>INSURER B : Markel Insurance Company</td> <td>38970</td> </tr> <tr> <td>INSURER C : Endurance Assurance Corporation</td> <td>11551</td> </tr> <tr> <td>INSURER D : XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER E : American Interstate Insurance Company</td> <td>31895</td> </tr> <tr> <td>INSURER F : North Pointe Insurance Company</td> <td>27740</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Great American Insurance Company	16691	INSURER B : Markel Insurance Company	38970	INSURER C : Endurance Assurance Corporation	11551	INSURER D : XL Specialty Insurance Company	37885	INSURER E : American Interstate Insurance Company	31895	INSURER F : North Pointe Insurance Company	27740
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INSURER D : XL Specialty Insurance Company	37885														
INSURER E : American Interstate Insurance Company	31895														
INSURER F : North Pointe Insurance Company	27740														

COVERAGES

CERTIFICATE NUMBER: 493655288

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	OMH 8915785 14	2/28/2024	12/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
F	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ \$1,000 COMP ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY ☒ \$1,000 COLL	Y	Y	161001112	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 25,000	Y	Y	9CE3245-2 OMX10004639810	2/28/2024 2/28/2024	12/31/2024 12/31/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	AVWCFL3249972024	2/28/2024	12/31/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Inland Marine			UM00083574MA24A	2/28/2024	2/28/2025	Leased & Rented Equip \$500,000

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

(F) HULL POLLUTION - GREAT AMERICAN INS. CO. POLICY#OMH 349162913 02/28/24-12/31/24 \$5,000,000 LIMIT
 (G) P&I - GREAT AMERICAN INS. CO. POLICY#OMH 891591213 02/28/24-12/31/24 \$1,000,000 LIMIT
 US LONGSHORE & HARBOR WORKERS ACT COVERAGE IS PROVIDED UNDER FORM NUMBER AVWCFL329972024
 (H) PROFESSIONAL LIABILITY - PACIFIC INSURANCE COMPANY POLICY# 21OH060917124 02/28/24-12/31/24 LIMIT \$1,000,000

CERTIFICATE HOLDER

CANCELLATION 30 day notice applies

Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
-----------------------------	---

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**TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
2024 - 2028**

Strategic Priority : Green Spaces	Department : PZ/ENG Project No. : C2301
Project Name : CRA Riverwalk Living Shoreline & Stabilization	Year(s) : 2024-2028 Projected In-Service Date : 2028

Project Description :

The project will stabilize & install living shoreline abutting the Riverwalk. The first section of erosion is behind Mangrove Bay & will continue where needed along the length of the existing Riverwalk including areas along Jupiter Yacht Club, Best Western, the lagoon bridge, etc. The living shoreline and stabilization efforts will include a variety of methods including but not limited to rip rap, artificial reef modules, mangroves & transitional native upland plant material. The intent is to use nature-based strategies to create a more resilient shoreline that protects the Riverwalk infrastructure while also restoring the intertidal zone & marine habitat.

Link to Strategic Plan :

Green, Blue, and Open Spaces

Need, Justification, Benefits :

Along various locations waterward of the Riverwalk, the shoreline is eroding. The erosion is caused by boat wake and heavy storms along the Intracoastal Waterway that scour the upland close to the Town's Riverwalk. The worst erosion near the Riverwalk is approximately one foot from the walkway which could cause structural damage. The project will enhance the shoreline below the waterline and on the upland by a variety of nature based strategies that create reduce wave energy, stabilize the shoreline and create/restore marine habitat.

Locations & Area Map:**Comments :**

The design portion of the first phase of this project is being executed through CRA fiscal year 2022 operating funds. Additional funding is requested for phased living shoreline installation, increased costs and project management. Each year, staff will illustrate the areas needing stabilization for the work plan.

TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
FINANCIAL INFORMATION
2024 - 2028

Project Name :	CRA Riverwalk Living Shoreline & Stabilization	Project No.	C2301
Strategic Priority :	Green Spaces		
Department :	PZ/ENG		

Project Budget :	Prior to 2024	2024	2025	2026	2026	2028	After 2028	Total
Land acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Planning / Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering	\$0	\$40,000	\$50,000	\$50,000	\$50,000	\$50,000	\$0	\$240,000
Construction	\$130,000	\$180,000	\$150,000	\$150,000	\$150,000	\$150,000	\$0	\$910,000
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Budget	\$130,000	\$220,000	\$200,000	\$200,000	\$200,000	\$200,000	\$0	\$1,150,000

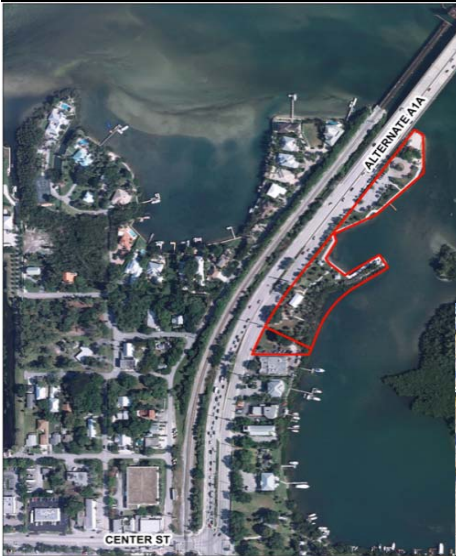
Funding Sources :	Prior to 2024	2024	2025	2026	2027	2028	After 2028	Total
General revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CRA funding	\$130,000	\$220,000	\$200,000	\$200,000	\$200,000	\$200,000	\$0	\$1,150,000
CRA operating	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FDOT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water R & R funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$130,000	\$220,000	\$200,000	\$200,000	\$200,000	\$200,000	\$0	\$1,150,000

Operating :	Prior to 2024	2024	2025	2026	2027	2028	After 2028	Total
Personnel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000
Capital	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Operating	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000

PREVIOUS YEARS FINANCIAL ACTIVITY

Previous Years	Prior to FY2018	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	Total
Amount Budgeted	\$0	\$0	\$0	\$0	\$0	\$130,000	\$130,000
Amount Expended	\$0	\$0	\$0	\$0	\$0	\$100	\$100
Balance							\$129,900

TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
2024 - 2028

Strategic Priority : Uniquely Jupiter, Small Town Feel	Department : Planning & Zoning Project No. : R1702
Project: Sawfish Bay Park Historic and Environmental Improvements	Year(s) : 2020-2026 Projected In-Service Date : 2026
Project Description : Improvements include interior build out of the Historic Train Depot for a museum, community meeting space/interpretation of the Aicher House & environmental improvements along the park's existing seawall. Bathrooms will be needed in 2025 to serve the museum & community space. A living shoreline is proposed along the vinyl seawall to include riprap, Reef Balls, mangroves, & a flushing culvert in three phases. Phase 1 was completed and Phase 2 the marina basin is anticipated in Fall 2023 with the area north of the marina basin in Fall 2024. In 2024, work will begin with FDOT to divert and retain the FDOT outfall for stormwater quality. The installation of educational buoys at the mouth of the basin and Sawfish Island will create a zone for non-motorized watercraft in an area already too shallow for boaters.	
Link to Strategic Plan : Unique Small Town Feel- "Review the Historic Preservation program"; Green, Blue & Open Spaces- "Enhance natural vegation & promotion of our bluewater systems by evaluating our local seagrass beds."	
Need, Justification, Benefits : In 2015, the Town decided the Train Depot will be a museum & in 2018, the historic Aicher House was moved & preserved in the park. Staff has worked with the Loxahatchee Guild and the Loxahatchee River Historical Society for donations/artifacts & to operate the museum. Environmental enhancements to the park will improve water quality, provide aquatic habitat & shade along the walkway connecting activities between the north & south parts of the park. Staff has reached out to community partners to coordinate oyster bed restoration, mangrove installation & to provide an environment conducive to seagrass. The goal is to improve water quality, increase oyster recruitment & provide a more suitable seagrass habitat.	
Location & Area Map	Project Photo
	
Comments: Loxahatchee River Historical Society provided a draft Memo of Understanding in 2020 to run the Train Depot museum & Aicher House for consideration. The Loxahatchee Guild continues to support the Aicher House & Train Depot museum improvements by committing \$20,000. Coordination occurred with Jupiter Inlet Foundation on buoys & also ERM, Jupiter H.S. Environmental Research Field Studies Academy & Jupiter Inlet District for the installation of a living shoreline with mangroves & oyster bed restoration. Due to Covid/increased costs, construction work ceased but the museum interior design continues & environmental design has begun. The Aicher house deck is scheduled for 2024.	

TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
FINANCIAL INFORMATION
2024-2028

Project Name :	Sawfish Bay Park Historic and Environmental Improvements	Project No.	R1702
Strategic Priority :	Blueways and Greenways		
Department :	Planning and Zoning		

Project Budget :	Prior to 2024	2024	2025	2026	2027	2028	After 2028	Total
Land acquisition	\$0	\$0	\$0	\$0	\$0			\$0
Planning / Design	\$0	\$5,000	\$0	\$0	\$0	\$0	\$0	\$5,000
Engineering	\$102,000	\$20,000	\$0	\$10,000	\$0	\$0	\$0	\$132,000
Construction	\$749,072	\$385,000	\$250,000	\$167,000	\$0	\$0	\$0	\$1,551,072
Equipment	\$20,000	\$0	\$5,000	\$0	\$0	\$0	\$0	\$25,000
Other	\$15,000	\$0	\$0	\$8,000	\$0	\$0	\$0	\$23,000
Total Budget	\$886,072	\$410,000	\$255,000	\$185,000	\$0	\$0	\$0	\$1,736,072

Funding Sources :	Prior to 2024	2024	2025	2026	2027	2028	After 2028	Total
General revenues	\$405,757	\$244,453	\$255,000	\$180,000	\$0	\$0	\$0	\$1,085,210
Contributions (1)	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000
Open Space Env. Pres.	\$115,000	\$62,366	\$0	\$0	\$0	\$0	\$0	\$177,366
Tree Fund	\$15,000	\$0	\$0	\$5,000	\$0	\$0	\$0	\$20,000
Environmental Fund	\$330,315	\$103,181	\$0	\$0	\$0	\$0	\$0	\$433,496
Total Revenues	\$886,072	\$410,000	\$255,000	\$185,000	\$0	\$0	\$0	\$1,736,072

Operating :	Prior to 2024	2024	2025	2026	2027	2028	After 2028	Total
Personnel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Operating	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

PREVIOUS YEARS FINANCIAL ACTIVITY

Previous Years	Prior to FY2019	FY 2019	FY 2020	FY 2021	FY 2022	FY 20222	Total
Amount Budgeted	\$580,300	-\$340,228	\$114,000	\$135,000	\$12,000	\$385,000	\$886,072
Amount Expended	\$229,903	\$7,875	\$2,294	\$550	\$8,208	\$0	\$248,830
Balance							\$637,242

Bid Opening Date: 28 June, 2024

Bid Opening Time: 2:00 PM

BID TABULATION

RIVERWALK LIVING SHORELINE & STABILIZATION

NR 2024-02

TOWN OF JUPITER

CONTRACTOR NAME & ADDRESS	TOTAL BASE BID SUM	REVIEWED CALCULATED BID	BID BOND/SECURITY
Underwater Engineering Services, Inc. 3306 Enterprise Road Fort Pierce, Florida 34982	\$258,326.00	\$258,326.00	5% of total bid amount \$12,916.30

CONTRACT

THIS CONTRACT, is made this _____ day of _____, 20_____, by and between the Town of Jupiter, a municipal corporation of the State of Florida, hereinafter designated as "the TOWN", and Underwater Engineering and Services, Inc., 3306 Enterprise Road, Fort Pierce, Florida 34982, a (Florida) Corporation, FEID Number 59-2405375 hereinafter designated as "the CONTRACTOR".

WITNESSETH THAT

WHEREAS, the TOWN is a municipality and given those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the TOWN is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the TOWN desires the services of a qualified and experienced contractor to provide construction services; and

WHEREAS, the TOWN solicited and received bids on June 13, 2024 for the Riverwalk Living Shoreline and Stabilization – Revetment, Palm Beach County, Florida; and

WHEREAS, the CONTRACTOR responded to the TOWN'S solicitation and its response confirmed that it is qualified and willing to provide the services solicited; and

WHEREAS, the TOWN determined that the CONTRACTOR'S response demonstrates that it is responsive and qualified to perform the services solicited; and

WHEREAS, the TOWN has budgeted funds in its current fiscal year budget which are available for the funding of this CONTRACT;

NOW, THEREFORE, the TOWN and the CONTRACTOR in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. STATEMENT OF WORK

The CONTRACTOR shall furnish all materials, tools, labor, equipment, and other necessary items for the performance of the work, and shall perform the required work in accordance with the CONTRACT Documents for CONTRACT No. NR 2024-02 entitled Riverwalk Living Shoreline and Stabilization, Palm Beach County ("Project").

CONTRACTOR shall provide the TOWN with a copy of its license to do business as a General Contractor in the State of Florida, and also shall provide the TOWN with a copy of its Palm Beach County Business Tax Receipt prior to commencing any work under the CONTRACT. Contractor shall also provide a current Department of Professional Regulation certificate.

2. CONTRACT TERM, PERIOD OF PERFORMANCE AND LIQUIDATED DAMAGES

- 2.1. Unless extended or terminated, the period of performance of this CONTRACT shall commence upon the effective date of the Notice to Proceed and continue for a period of one hundred and twenty (120) calendar days. The CONTRACTOR shall not proceed with work under this CONTRACT until a written Notice to Proceed is received from the TOWN.
- 2.2. The parties agree that the TIME IS OF THE ESSENCE, in the performance of each and every obligation under this CONTRACT. The CONTRACT period of performance may only be changed by a supplemental agreement or written time extension executed by both parties.
- 2.3. CONTRACTOR acknowledges that its failure to complete the Project within the period of performance will result in substantial injury to the TOWN. As damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if the Project is not completed with the time fixed or within such further time, if any, as may be authorized in accordance with the CONTRACT documents, the CONTRACTOR shall pay to the TOWN as Liquidated Damages for such delay, and not as a penalty, dollars One Hundred Dollars and no Cents (\$100.00), for each and every calendar day elapsing between the date fixed for completion and the date such completion shall have actually occurred.
- 2.4. This provision of Liquidated Damages for delay shall in no manner affect the TOWN's right to terminate the CONTRACT. The TOWN's exercise of the right to terminate shall not release the CONTRACTOR from his obligation to pay Liquidated Damages. It is further agreed that the TOWN may deduct from the balance of the CONTRACT sum held by the TOWN any Liquidated Damages which may accrue.

3. CONSIDERATION

- 3.1. The consideration for the full and complete performance under this CONTRACT, subject only to such additions and deductions as are agreed to by the parties in writing, shall be an amount not to exceed Two hundred fifty-eight thousand three hundred twenty-six dollars and 00/100 (\$258,326.00).
- 3.2. The aggregate CONTRACT price, as stated above, includes the specific indemnification consideration required under Section 725.06, Florida Statutes. By including such specific consideration in addition to other good and valuable considerations, paid by the TOWN, the receipt of which is acknowledged by the CONTRACTOR, the parties agree that they

have complied with the requirements of Section 725.06, Florida Statutes, if applicable, for the indemnification agreement in Paragraph 5 of this CONTRACT.

- 3.3. Pursuant to Section 287.055(5)(a), Florida Statutes, the signature on this CONTRACT by an authorized agent of the CONTRACTOR, serves as the execution of a truth-in-negotiation certificate, stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The CONTRACTOR agrees that the TOWN may adjust the consideration of this CONTRACT to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN may make any such adjustment within the term of this CONTRACT.

4. CONTRACT DOCUMENTS

The CONTRACT Documents listed below are incorporated herein by reference and shall become a part of this CONTRACT as though physically attached as a part hereof, and all documents in this CONTRACT shall be interpreted together to yield the most consistent results to achieve the purpose of the Project:

- 4.1. This Document and all amendments and addendums thereto.
- 4.2. CONTRACT plans as follows:
Exhibit A – Riverwalk Living Shoreline and Stabilization Plan
Exhibit B – Sawfish Bay Park Shoreline Improvements Phase II Plan
- 4.3. Supplemental Agreements and Unilateral Payments, Addendum, Supplemental Conditions, Technical Special Provisions, Technical Specifications, General Conditions, Town Modified Standard Specifications, FDOT Standard Specifications for Road and Bridge Construction, Town Standard Details, and FDOT Standard Plans for Road and Bridge Construction.
- 4.4. Invitation to Bid, Instructions to Bidders, Bid Forms, and Post Award Forms
- 4.5. Performance and Payment Bonds for CONTRACT work

5. INDEMNIFICATION

- 5.1. For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as part of the first payment for services, the CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its elected and appointed officials, agents, guests, invitees and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the TOWN, its elected and appointed officials, agents, guests, invitees, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage, resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, or consequential damage directly or indirectly connected with the CONTRACTOR, its subcontractors, its agents, or employees, and committed in connection with this CONTRACT, CONTRACTOR'S performance hereof, or any work performed hereunder.
- 5.2. The CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its elected

and appointed officials, guests, invitees, agents, or employees from and against all claims, demands, actions, suits, damages losses, expenses, costs, including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, State, county or city law, by-law, ordinance of regulation by the CONTRACTOR, its agents, trainees, invitees, servants or employees. The CONTRACTOR further acknowledges that it is solely responsible for ensuring the safety of the premises to protect its employees, subcontractors, invitees, licensees and all other persons during the course of the work, and agrees to hold and save the TOWN harmless against all claims involving alleged negligence by the TOWN in failing to adequately ensure the safety of the site or otherwise ensure compliance with the CONTRACT.

- 5.3. The CONTRACTOR agrees to indemnify, defend, save and hold harmless the TOWN, its elected and appointed officials, agents, guests, invitees, and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property, or other work in connection with the performance of the CONTRACT.
- 5.4. CONTRACTOR shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including appellate attorneys' fees and costs).
- 5.5. TOWN reserves the right to select its own counsel to conduct any defense in any such proceedings and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under the indemnification agreement set forth herein. Nothing contained herein is intended nor shall it be construed to waive TOWN's rights and immunities under the common law or Florida Statute 768.28, as amended from time to time.
- 5.6. Guaranty of Payment for Claims: The CONTRACTOR guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against him or any subcontractor, in connection with the CONTRACT. The TOWN'S final acceptance and payment does not release the CONTRACTOR'S bond until all claims are paid or released.

6. GRATUITIES

The CONTRACTOR hereby warrants that he has not, during the bidding process or, during the term of this CONTRACT, offered to pay any officer, employee or agent of the TOWN, anything of value including, but not limited to gifts, loans, rewards, promises of future employment, favors or services, based on the understanding that the actions, decision or judgments of such officer, employee, or agent would be influenced thereby. In the event of a breach of this provision, the TOWN may terminate this CONTRACT without liability and, at its sole discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

7. LAW VENUE

The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.

8. CONTRACT AMENDMENTS

This CONTRACTC may be amended only with the prior written approval of the parties.

9. NO ASSIGNMENT

The CONTRACTOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this CONTRACT without the prior written consent of the TOWN.

10. ATTORNEY FEES

If either party utilizes legal action, including appeals, to enforce this CONTRACT, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

11. INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent contractor and is not an employee or agent of the TOWN. Nothing in this CONTRACT shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN AND THE CONTRACTOR, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT. The CONTRACTOR is free to provide similar services to others.

12. FUNDING

In the event that sufficient budgeted funds are not available for a new fiscal period, the TOWN shall notify the CONTRACTOR of such occurrence and the CONTRACT shall terminate on the last day of the current fiscal period without penalty or expense to the TOWN.

13. RIGHT TO AUDIT

The TOWN reserves the right to audit the CONTRACTOR's records as such records relate to the services and the CONTRACT between the TOWN and the CONTRACTOR. All records shall be kept in a way so as to permit inspection pursuant to Chapter 119, Florida Statutes. The records of the CONTRACTOR shall be retained for three (3) years from the date of final payment.

14. RISK OF LOSS

The risk of loss or destruction to the project, or any portion and/or element thereof, regardless of the cause of the casualty, shall be borne solely by the CONTRACTOR until all goods and materials to be used in the work are incorporated into the Project at the Project site for its intended purpose and use and final inspection, acceptance and payment for the Project has been made by the TOWN. Title to the goods shall pass to the Town upon delivery and final acceptance of the entire Project by the TOWN, notwithstanding the fact that periodic payments may have been made during the course of the contract.

15. FORCE MAJEURE

Notwithstanding any provisions of this CONTRACT to the contrary, the parties shall not be held liable if failure or delay in the performance of this CONTRACT arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, Force Majeure, Act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

16. COMPLIANCE WITH LAWS

The CONTRACTOR, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this CONTRACT. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the CONTRACTOR, upon request as to such laws of which it has present knowledge.

17. APPLICABLE LAWS, ORDINANCES, RULES, CODES AND REGULATIONS

Familiarity with Laws: Notice is hereby given that the CONTRACTOR must be familiar with all Federal, State and Local Laws, ordinances, rules, codes and regulations that may affect the work. Ignorance on the part of the CONTRACTOR will in no way relieve him from the responsibility of compliance therewith.

Non-Segregated Facilities: The CONTRACTOR and each subcontractor shall comply with the Certification of Non-Segregation Facilities.

Nondiscrimination and Equal Opportunity Employment: During the period of performance of the CONTRACT, the CONTRACTOR agrees as follows:

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading; demotion or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of the CONTRACT, or with any of such rules, regulations, or orders, the CONTRACT may be canceled, terminated, or suspended in whole or in part, without liability to the TOWN.

18. PUBLIC RECORDS

18.1 This CONTRACT is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The CONTRACTOR acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.

18.2 A request to inspect or copy public records relating to a public agency's CONTRACT for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

18.3 If a CONTRACTOR does not comply with the public agency's request for records, the public agency shall enforce the CONTRACT provisions in accordance with the CONTRACT.

18.4 A CONTRACTOR who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10

19. INTEGRATION

This CONTRACT states the entire understanding between the parties and supersedes any written

or oral representations, statements, negotiations, or agreements to the contrary. The CONTRACTOR recognizes that any representations, statements or negotiations made by the TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing, approved and signed by an authorized TOWN representative. This CONTRACT, once properly executed, shall bind the parties, their assigns, and successors in interest.

20. NON-EXCLUSIVITY

The Award of this CONTRACT shall not impose any obligation on the TOWN to utilize the CONTRACTOR, for all work of this type, which may develop during the CONTRACT period. The TOWN specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the TOWN's best interest.

21. NO WAIVER

Changes made by the Town Engineer will not be considered to waive any of the provisions of the CONTRACT, nor may the CONTRACTOR make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the TOWN's Director of Planning and Zoning and in accordance with the Contract Documents.

22. NOTICE

All notices and invoices to the TOWN shall be sent to the following address:

Attention: Town of Jupiter
Stephanie Thoburn
Assistant Director of Planning and Zoning
210 Military Trail
Jupiter, FL 33458-5786

All notices and invoices to the CONTRACTOR shall be sent to the following address:

23. SEVERABILITY

Should any part, term or provision of this CONTRACT be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

ATTEST THE TOWN OF JUPITER

By: _____
Laura E. Cahill, Town Clerk

By: _____
Jim Kuretski, Mayor

(TOWN SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Thomas J. Baird, Town Attorney

(CONTRACTOR)

By: _____ Signature	Attested By: _____ Signature
_____ Printed Name	_____ Printed Name
_____ Title	_____ Title

TOWN OF JUPITER
Contract with Johnson-Davis, Inc. for Pennock Industrial and Bush Road Infrastructure Improvements



DATE	August 20, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 92-24: Approving a contract to Johnson-Davis, Inc. for Pennock Industrial and Bush Road Infrastructure Improvements (WS2303/S2314) for an amount of \$2,061,900 and amending a project budget.

EXECUTIVE SUMMARY

Resolution No. 92-24 provides for the award of a construction contract for an amount of \$2,061,900 to Johnson-Davis, Inc. of Lantana, Florida for drainage and watermain improvements in Pennock Industrial Park and on Bush Road (WS2303/S2314), and amendment of the Pennock Industrial Park Watermain Community Investment Program (CIP) project budget from \$98,345 to \$320,758.

In 2023, two CIP projects were adopted, namely Pennock Industrial Park Drainage and Watermain Improvements (W2303) and Bush Road Drainage Improvements (W2314), to address nuisance flooding and achieve established levels of service. Pennock Industrial Park located between Indiantown Road and Toney Penna Drive, west of Maplewood Drive, is an older, low-lying, industrial/commercial area of the Town that routinely experiences significant nuisance flooding after heavy rain events. Commerce Way West is currently void of drainage infrastructure and solely relies on grassed swales for management and conveyance of stormwater runoff. Approximately 230 linear feet (LF) of existing, exfiltration trench constructed with 60-inch diameter high-density polyethylene (HDPE) pipe near the Pennock Industrial Park outfall to Toney Penna is failing, and its replacement is included in this contract. The water distribution system in the area is 50 years old and includes non-operable valves and hydrants that should be replaced. The north end of Bush Road, between Walmart, Chasewood Plaza, and Sentimental Journey also experiences significant flooding during heavy rain events, often times resulting in road closures and public safety concerns.

Improvements to be constructed under this contract to address the level of service deficiencies and address failing and aged infrastructure include:

- +/- 2,660 LF of reinforced concrete pipe (RCP) and exfiltration trench
- 20 new drainage structures
- +/- 360 LF of cured in place cementitious liner in existing failing RCP drainage pipe
- Re-grading of swales and replacement of select driveway aprons to facilitate conveyance of runoff to the new drainage inlets.
- Replacement of 5 existing non-operable water distribution system isolation valves
- Replacement of 6 hydrants

- 4 watermain deflections around new drainage structures to comply with regulatory requirements

Construction of these improvements is necessary to achieve drainage levels of service for the areas, provide enhanced water quality of stormwater runoff by reducing nutrient loadings prior to entering receiving water bodies, replace aged and failing infrastructure, increase system reliability, meet regulatory requirements, and ensure adequate fire protection. Both of these industrial/commercial areas discharge to Jones Creek, Sims Creek, and ultimately the Loxahatchee River and are integral to the regional pollutant reduction plan for the Loxahatchee River.

A solicitation for bids for Pennock Industrial and Bush Road Infrastructure Improvements (WS2303/S2314) was publicly advertised for competitive bids in accordance with the Town's purchasing policy. The bids include additive alternate items for components that may be needed depending on field conditions of existing water services, sanitary laterals, and isolation of existing water mains to minimize interruption of water service to businesses in the area.

Three sealed bids were received and opened publicly on July 31st, 2024, ranging from \$2,061,900 to \$2,544,235, including the additive alternate bid items. The lowest total bid was submitted by Johnson-Davis, Inc. of Lantana, Florida, for an amount of \$2,061,900. Johnson-Davis's bid is 5% lower than the 2nd lowest bid and 19% lower than the highest bid. A detailed bid tabulation is attached. Johnson-Davis's bid proposal was reviewed and found to be responsive to the bid requirements. Johnson-Davis has done extensive underground utility work for the Town's Water and Storm Water Utilities in recent and past years, and has done so professionally and successfully fulfilled their contractual obligations. Johnson-Davis is well experienced and well qualified to complete the work set forth in this contract.

Funding for construction of the drainage improvements included in the proposed contract was budgeted and is available. However, funding for construction of the watermain improvements falls short of the FY2023 appropriated CIP project budget for Pennock Industrial Park, by \$222,413, as shown on the attached project budget. The increased budget need is a result of added scope for watermain deflections not anticipated in the original project scope. The watermain deflections are necessary to comply with horizontal separation regulatory requirements for watermains from and drainage structures, and addition of the additive alternate bid items. Grant funding from the FDEP through the Loxahatchee River Preservation Initiative (LRPI) has been secured. The grant contract for Pennock Industrial Park for an amount of \$75,000 was previously approved by the Town Council on September 6, 2022, and the grant contract for Bush Road for an amount of \$100,255 was approved on December 5, 2023.

Provided this contract with Johnson-Davis, Inc. is approved on August 20, 2024, it is anticipated that construction will begin in October 2024 and be completed in September 2025.

The Town Attorney has reviewed the attached contract and finds it to be in acceptable form.

ANALYSIS

Johnson-Davis, Inc.'s bid submitted on July 31st, 2024 for the Pennock Industrial and Bush Road Infrastructure Improvements (WS2303/S2314) is responsive to the bid requirements and suitable for award at the total bid price of \$2,061,900, including the additive alternate bid items. Sufficient funding exists to construct the drainage improvements, as presented in the

funding table and the attached project budget. A project budget amendment for Pennock Industrial Park watermain improvements for an amount of \$222,314 is needed to fully fund the construction contract. Grant funding from FDEP through the Loxahatchee River Preservation Initiative (LRPI) for a combined total amount of \$175,255 was awarded and is available to construct water quality components of the projects.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution No. 92-24
2. Detailed Bid Tabulation
3. FY2023 Adopted CIP – Pennock Industrial Park Drainage and Watermain Improvements (S2303)
4. FY2023 Adopted CIP -Bush Road Drainage Improvements (S2314)
5. FY2024 Adopted CIP – Stormwater Asset Maintenance (S1290)
6. FY2024 Adopted CIP – Stormwater System Rehabilitation (S1009)
7. Project Location Map
8. Johnson-Davis, Inc. Bid Proposal for WS2303/S2314
9. Agreement (Contract) between the Town and Contractor
10. Hazen Bid Review for Johnson-Davis Bid WS2303/S2314
11. Proposed Amended Project Budget

FUNDING SOURCE

Approved in Budget	\$ 90,434 \$ 951,554 \$ 75,000 \$ 140,901 \$ 100,255 \$1,016,935 <u>\$1,225,209</u> \$3,600,288	Sources: CIP Acct. 40151033-563401-W2303 CIP Acct. 41151038-563100-S2303 LRPI Grant Acct. 41151638-563100-S2303 CIP Acct. 41151038-563100-S2314 LRPI Grant Acct 41151638-563100-S2314 CIP Acct. 41150238-546090-S1290 CIP Acct. 41151038-563100-S1009 Total Approved Funding
Additional Funding Requested	\$ 222,413	Sources: Water Enterprise Renewal & Replacement Fund

For more information or to request attachments, please contact Haley Johnson at haleyj@jupiter.fl.us and/or 561-741-2469.

RESOLUTION NO. 92-24**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT FOR PENNOCK INDUSTRIAL AND BUSH ROAD INFRASTRUCTURE IMPROVEMENTS (WS2303/S2314) WITH JOHNSON-DAVIS, INC. AND AMENDMENT OF A CIP PROJECT BUDGET**

WHEREAS, the Town of Jupiter has prepared and competitively bid a contract which sets forth the scope of work and responsibilities for construction of the Pennock Industrial and Bush Road Infrastructure Improvements in Pennock Industrial Park and along the north end of Bush Road; and

WHEREAS, the lowest responsive bid received by the Town for the Pennock Industrial and Bush Road Infrastructure Improvements (WS2303/S2314) contract was submitted by Johnson-Davis, Inc., of Lantana, Florida on July 31st, 2024 in an amount of \$2,061,900 for the Total Bid Value including the Additive Alternate Bid Items; and

WHEREAS, the Contract for Pennock Industrial and Bush Road Infrastructure Improvements (WS2303/S2314) is responsive to the bid requirements and suitable for award of a contract to Johnson-Davis, Inc., in accordance with their bid unit prices including additive alternate bid pricing, and in accordance with appropriated funding in the Town of Jupiter Community Investment Program (CIP) project budgets for Construction of Pennock Industrial Park Drainage Improvements (S2303), Bush Road Drainage Improvements (W2314), Stormwater Asset Maintenance Program (S1290), and Stormwater System Rehabilitation (S1009); and

WHEREAS, additional funding in an amount of \$222,314 is needed in the Pennock Industrial Park Watermain Improvements CIP budget (W2303) to fully fund the contract and amend the project budget;

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JUPITER,
FLORIDA:**

Section 1. The contract between the Town of Jupiter and Johnson-Davis, Inc. is hereby approved.

Section 2. The Mayor is authorized and directed to execute said contract on behalf of the Town.

Section 3. Upon the acceptance and execution of the contract, Johnson-Davis, Inc. shall be responsible for carrying out all responsibilities which have been established therein.

Section 4. This Resolution shall take effect immediately upon its execution.

08/20/2024



Town of Jupiter Utilities
Penstock Industrial and Bush Road Infrastructure Improvements (WS2303/S2314)

July 31, 2024 at 2:00pm Bid Opening

VENDOR				Johnson-Davis, Inc.		CK Contractors and Development		Hinterland Group, Inc.	
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE
BID ITEMS									
A. General Bid Items									
1	Consideration for Indemnification	1	LS	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
2A	General Conditions/Contract Administration ____% of Bid Price (Maximum Allowable 1%)	1	LS	\$20,000.00	\$20,000.00	\$20,500.00	\$20,500.00	\$20,000.00	\$20,000.00
2B	Bonds and Insurance (Maximum Allowable 2%)	1	LS	\$40,000.00	\$40,000.00	\$42,000.00	\$42,000.00	\$40,000.00	\$40,000.00
3	Mobilization and Demobilization ____% of Bid Price (Maximum Allowable 5%)	1	LS	\$100,000.00	\$100,000.00	\$97,300.00	\$97,300.00	\$100,000.00	\$100,000.00
4	Shop Drawings / Survey Layout/Record Drawings / GPS Data	1	LS	\$25,000.00	\$25,000.00	\$83,125.00	\$83,125.00	\$45,000.00	\$45,000.00
5	Temporary Traffic Control	1	LS	\$29,300.00	\$29,300.00	\$91,300.00	\$91,300.00	\$55,000.00	\$55,000.00
6	Unforeseen Conditions Allowance	1	AL	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00
B. Penstock Industrial Park Water Distribution System Bid Items									
7	Cut-In and Connect to existing 8" Water Main	6	EA	\$10,000.00	\$60,000.00	\$1,280.00	\$7,680.00	\$10,000.00	\$60,000.00
8	Remove and Dispose of 8" Asbestos Cement Pipe	100	LF	\$50.00	\$5,000.00	\$95.00	\$9,500.00	\$100.00	\$10,000.00
9	Remove and Dispose of Existing Fire Hydrant Assembly	7	LS	\$300.00	\$2,100.00	\$766.00	\$5,362.00	\$3,500.00	\$24,500.00
10	Furnish and Install 8-Inch AC/DIP Transition Coupling	11	EA	\$1,000.00	\$11,000.00	\$944.00	\$10,384.00	\$2,800.00	\$30,800.00
11	Furnish and Install 8-Inch DIP Water Main including Restraining Existing Water Main	100	LF	\$200.00	\$20,000.00	\$217.00	\$21,700.00	\$320.00	\$32,000.00
12	Furnish and Install Ductile Iron Fittings including Joint Restraint	1,500	LB	\$4.00	\$6,000.00	\$8.10	\$12,150.00	\$12.00	\$18,000.00
13	Furnish and Install 8-Inch MJ Gate Valve w/ Thrust Collar and Joint Restraint	5	EA	\$6,000.00	\$30,000.00	\$4,495.00	\$22,475.00	\$8,400.00	\$42,000.00
14	Furnish and Install Fire Hydrant Assembly including DI 8" x 6" MJ Tee	5	EA	\$11,000.00	\$55,000.00	\$9,120.00	\$45,600.00	\$11,000.00	\$55,000.00
15	Furnish and Install Fire Hydrant Assembly including Vertical Deflection with four DI 6" 45 Degree Bends	1	EA	\$14,000.00	\$14,000.00	\$14,900.00	\$14,900.00	\$14,000.00	\$14,000.00
16	Furnish and Install 2" Same Side Single Water Service	1	EA	\$5,000.00	\$5,000.00	\$4,685.00	\$4,685.00	\$3,800.00	\$3,800.00
C. Penstock Industrial Park Drainage System Bid Items									
17	Furnish and Install 15-Inch RCP Drainage Pipe	350	LF	\$140.00	\$49,000.00	\$264.00	\$92,400.00	\$240.00	\$84,000.00
18	Furnish and Install Exfiltration Trench w/ Slotted 15" RCP	500	LF	\$240.00	\$120,000.00	\$257.00	\$128,500.00	\$350.00	\$175,000.00
19	Furnish and Install 18-Inch RCP Drainage Pipe	200	LF	\$160.00	\$32,000.00	\$131.00	\$26,200.00	\$250.00	\$50,000.00
20	Furnish and Install Exfiltration Trench w/ Slotted 18" RCP	1,000	LF	\$260.00	\$260,000.00	\$273.00	\$273,000.00	\$380.00	\$380,000.00
21	Furnish and Install 60-Inch RCP Drainage Pipe (includes removal of existing 60" HDPE Pipe and Exfiltration Trench)	30	LF	\$800.00	\$24,000.00	\$569.00	\$17,070.00	\$950.00	\$28,500.00
22	Furnish and Install Exfiltration Trench w/ Slotted 60" RCP	200	LF	\$800.00	\$160,000.00	\$783.00	\$156,600.00	\$1,100.00	\$220,000.00
23	Furnish and Install Type "C" Ditch Bottom Inlet	13	EA	\$6,500.00	\$84,500.00	\$4,705.00	\$61,165.00	\$9,200.00	\$119,600.00
24	Furnish and Install Type "E" Ditch Bottom Inlet	1	EA	\$9,500.00	\$9,500.00	\$6,160.00	\$6,160.00	\$12,000.00	\$12,000.00
25	Connect Proposed Drainage Pipe to Existing Drainage Pipe including Concrete Collar	2	EA	\$1,500.00	\$3,000.00	\$7,705.00	\$15,410.00	\$3,500.00	\$7,000.00
26	Clearing and Grading Swale (Where No Underground Excavation is Performed)	1,200	SY	\$10.00	\$12,000.00	\$12.00	\$14,400.00	\$18.00	\$21,600.00
27	Desilt/Water Jetting Existing Drainage Pipe	360	LF	\$25.00	\$9,000.00	\$38.50	\$13,860.00	\$36.00	\$12,960.00
28	Furnish and Install 18-Inch Cured-In-Place Liner	160	LF	\$200.00	\$32,000.00	\$530.00	\$84,800.00	\$190.00	\$30,400.00
29	Furnish and Install 24-Inch Cured-In-Place Liner	200	LF	\$225.00	\$45,000.00	\$219.00	\$43,800.00	\$195.00	\$39,000.00



Town of Jupiter Utilities
Pennock Industrial and Bush Road Infrastructure Improvements (WS2303/S2314)

July 31, 2024 at 2:00pm Bid Opening

VENDOR				Johnson-Davis, Inc.		CK Contractors and Development		Hinterland Group, Inc.	
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE
D. Pennock Industrial Park Roadway and Restoration Bid Items									
30	Remove and Replace Roadway Header Curb	50	LF	\$85.00	\$4,250.00	\$43.00	\$2,150.00	\$85.00	\$4,250.00
31	Remove and Replace Type "D" Curb	350	LF	\$85.00	\$29,750.00	\$47.50	\$16,625.00	\$75.00	\$26,250.00
32	Furnish and Install 6" Thick Concrete Flat Work	50	SY	\$120.00	\$6,000.00	\$122.00	\$6,100.00	\$125.00	\$6,250.00
33	Concrete Driveway Restoration	1,000	SY	\$130.00	\$130,000.00	\$147.00	\$147,000.00	\$125.00	\$125,000.00
34	Asphalt Parking Lot and Driveway Restoration	300	SY	\$80.00	\$24,000.00	\$164.00	\$49,200.00	\$95.00	\$28,500.00
35	Mill and Resurface 1" SP-9.5 Asphalt including Thermoplastic Striping	1,500	SY	\$60.00	\$90,000.00	\$35.00	\$52,500.00	\$55.00	\$82,500.00
36	Furnish and Install Sod	5,000	SY	\$12.00	\$60,000.00	\$12.00	\$60,000.00	\$8.00	\$40,000.00
E. Bush Road Water Distribution Bid Items									
37	Cut-In and Connect to existing 6" Water Main	4	EA	\$2,700.00	\$10,800.00	\$1,980.00	\$7,920.00	\$4,500.00	\$18,000.00
38	Deflect Existing 6" Water Main around Proposed Drainage Structure w/ 6" Ductile Iron Pipe	4	LS	\$7,000.00	\$28,000.00	\$4,560.00	\$18,240.00	\$8,500.00	\$34,000.00
F. Bush Road Drainage System Bid Items									
39	Furnish and Install 15-Inch RCP Drainage Pipe	200	LF	\$220.00	\$44,000.00	\$204.00	\$40,800.00	\$240.00	\$48,000.00
40	Furnish and Install Exfiltration Trench w/ Slotted 15" RCP	160	LF	\$300.00	\$48,000.00	\$365.00	\$58,400.00	\$350.00	\$56,000.00
41	Furnish and Install 18-Inch RCP Drainage Pipe	20	LF	\$300.00	\$6,000.00	\$131.00	\$2,620.00	\$250.00	\$5,000.00
42	Furnish and Install Type "C" Ditch Bottom Inlet	4	EA	\$6,000.00	\$24,000.00	\$4,405.00	\$17,620.00	\$9,200.00	\$36,800.00
43	Furnish and Install Type "J" Inlet w/ an 8" Top Slab	2	EA	\$14,500.00	\$29,000.00	\$15,300.00	\$30,600.00	\$15,000.00	\$30,000.00
44	Connect Proposed Drainage Pipe to Existing Drainage Pipe including Concrete Collar	3	EA	\$2,750.00	\$8,250.00	\$7,175.00	\$21,525.00	\$3,500.00	\$10,500.00
45	Clearing and Grading Swale (Where No Underground Excavation is Performed)	250	SY	\$10.00	\$2,500.00	\$15.00	\$3,750.00	\$25.00	\$6,250.00
G. Bush Road Roadway and Restoration Bid Items									
46	Remove and Replace Concrete Sidewalk	120	SY	\$110.00	\$13,200.00	\$140.00	\$16,800.00	\$75.00	\$9,000.00
47	Remove and Replace Type "F" Curb and Gutter	200	LF	\$80.00	\$16,000.00	\$47.00	\$9,400.00	\$75.00	\$15,000.00
48	Remove and Replace Type "D" Curb	50	LF	\$80.00	\$4,000.00	\$47.50	\$2,375.00	\$75.00	\$3,750.00
49	Remove and Replace Concrete Flume	5	EA	\$1,500.00	\$7,500.00	\$930.00	\$4,650.00	\$5,400.00	\$27,000.00
50	Concrete Driveway Restoration	100	SY	\$125.00	\$12,500.00	\$133.00	\$13,300.00	\$125.00	\$12,500.00
51	Asphalt Driveway Restoration	75	SY	\$130.00	\$9,750.00	\$112.00	\$8,400.00	\$95.00	\$7,125.00
52	Remove and Re-Install Existing Pipe Guiderail	50	LF	\$30.00	\$1,500.00	\$92.00	\$4,600.00	\$200.00	\$10,000.00
53	Mill and Resurface 1" SP-9.5 Asphalt including Thermoplastic Striping	700	SY	\$85.00	\$59,500.00	\$32.00	\$22,400.00	\$55.00	\$38,500.00
54	Furnish and Install Sod	450	SY	\$12.00	\$5,400.00	\$14.00	\$6,300.00	\$8.00	\$3,600.00
Total Bid Price (Bid Items 1-54) =					\$2,011,400.00		\$2,120,401.00		\$2,489,035.00
H. Add Alternate Bid Items									
AA1	6" Line Stop	1	EA	\$13,500.00	\$13,500.00	\$12,800.00	\$12,800.00	\$12,000.00	\$12,000.00
AA2	8" Line Stop	1	EA	\$15,000.00	\$15,000.00	\$14,000.00	\$14,000.00	\$14,000.00	\$14,000.00
AA3	Furnish and Install 1" Same Side Single Water Service	1	EA	\$2,000.00	\$2,000.00	\$2,485.00	\$2,485.00	\$3,800.00	\$3,800.00
AA4	Furnish and Install 1" Road Crossing Single Water Service	1	EA	\$3,200.00	\$3,200.00	\$4,755.00	\$4,755.00	\$4,600.00	\$4,600.00
AA5	Furnish and Install 2" Road Crossing Single Water Service	1	EA	\$5,400.00	\$5,400.00	\$6,975.00	\$6,975.00	\$4,800.00	\$4,800.00
AA6	Furnish and Install 2" Road Crossing Double Water Service	1	EA	\$5,800.00	\$5,800.00	\$6,975.00	\$6,975.00	\$5,400.00	\$5,400.00
AA7	Replace Existing Sewer Lateral (Short)	1	EA	\$2,400.00	\$2,400.00	\$4,175.00	\$4,175.00	\$4,200.00	\$4,200.00
AA8	Replace Existing Sewer Lateral (Long)	1	EA	\$3,200.00	\$3,200.00	\$4,500.00	\$4,500.00	\$6,400.00	\$6,400.00
Total Add Alternate Bid Amount (Items AA1 - AA8) =					\$50,500.00		\$56,665.00		\$55,200.00
Total Bid Amount + Add Alternate Bid Amount (Items 1-54 and AA1-AA8) =					\$2,061,900.00		\$2,177,066.00		\$2,544,235.00

TOWN OF JUPITER COMMUNITY INVESTMENT PROGRAM 2023 - 2027			
Strategic Priority : Fiscal Responsibility and Safety		Department : Utilities Project No. : W/S23XX Year(s) : 2023 Projected In-Service Date : 2024	
Project Name : Pennock Industrial Park Drainage and Watermain Impr			
Project Description : Existing drainage swales on Commerce Way W. and Commerce Lane are inadequate to meet established levels of service resulting in flooding during average and heavy rainfall events. Installation of new drainage infrastructure including exfiltration trench and replacement of existing failing drainage infrastructure will be provided by this project to alleviate flooding and enhance water quality treatment of stormwater runoff. Water distribution improvements consisting of four new isolation valves and six hydrant replacements will also be performed.			
Link to Strategic Plan : This project supports the Town's Strategic Plan Results of Fiscal Responsibility and Safety by managing the renewal and replacement of stormwater and water system assets to provide well maintained infrastructure. These activities enable the Utility to achieve established levels of service safely and reliably while meeting all regulatory requirements.			
Need, Justification, Benefits : Commerce Way W. within Pennock Industrial Park does not consistently meet the Town's level of service. Existing swales are inadequate to prevent roadway flooding during rainfall events and failing pipe must be replaced to maintain drainage system integrity. Exfiltration trenches provide enhanced water quality by reducing pollutant loadings in stormwater runoff, which from this industrial/commercial area discharges to Jones Creek and the Loxahatchee River. This project is intended to reduce nutrient impairments within the Loxahatchee River and is integral to the Regional Loxahatchee River Pollutant Reduction Plan. New valves and hydrants will increase reliability, provide adequate fire protection, and improve level of service.			
Location & Area Map		Project Photo	
			
Comments : This project is a recommendation of the 2022 Stormwater Master Plan Update. LRPI grant funding has been secured to assist with the water quality enhancement component of this project. Renewal and replacement (R&R) as the funding source is appropriate for this project as the existing drainage facilities (swales) are being replaced with new facilities (exfiltration trench). Updated construction cost estimates results in a project budget increase of \$455,095.			

TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
FINANCIAL INFORMATION
2023 - 2027

Project Name :	Pennock Industrial Park Drainage and Watermain Impr	Project No.	W/S23XX
Strategic Priority :	Fiscal Responsibility and Safety		
Department :	Utilities		

Project Budget :	Prior to 2023	2023	2024	2025	2026	2027	After 2027	Total
Land acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Planning / Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering	\$0	\$203,170	\$0	\$0	\$0	\$0	\$0	\$203,170
Construction	\$0	\$1,014,743	\$0	\$0	\$0	\$0	\$0	\$1,014,743
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Budget	\$0	\$1,217,913	\$0	\$0	\$0	\$0	\$0	\$1,217,913

Funding Sources :	Prior to 2023	2023	2024	2025	2026	2027	After 2027	Total
General revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Impact fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LRPI Grant revenues	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
Stormwater R&R funds	\$0	\$1,044,568	\$0	\$0	\$0	\$0	\$0	\$1,044,568
Water R & R funds	\$0	\$98,345	\$0	\$0	\$0	\$0	\$0	\$98,345
Total Revenues	\$0	\$1,217,913	\$0	\$0	\$0	\$0	\$0	\$1,217,913

Operating :	Prior to 2023	2023	2024	2025	2026	2027	After 2027	Total
Personnel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Operating	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

PREVIOUS YEARS FINANCIAL ACTIVITY

Previous Years	Prior to FY2018	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	Total
Amount Budgeted	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Amount Expended	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Balance							\$0

TOWN OF JUPITER COMMUNITY INVESTMENT PROGRAM 2023 - 2027	
Strategic Priority : Fiscal Responsibility and Safety	Department : Utilities Project No. : S23XX Year(s) : 2023 Projected In-Service Date : 2024
Project Name : Bush Road Drainage Improvements	
Project Description : Rainfall driven nuisance flooding occurs routinely along Bush Road between Indiantown Road and Sentimental Journey causing traffic problems requiring road closures. In order to alleviate flooding, this project proposes to add four new drainage inlets, exfiltration trench, and reinforced concrete pipe on the west side of Bush Road to tie into existing drainage infrastructure on the east and west sides of Bush Road. Existing swales will be regraded to facilitate positive drainage to drainage structures.	
Link to Strategic Plan : This project supports the Town's Strategic Plan Results of Fiscal Responsibility and Safety by providing effective utility and roadway infrastructure to accomplish established levels of service.	
Need, Justification, Benefits : Alleviate nuisance flooding, improve levels of service, prevent road closures due to flooding. Exfiltration trench provides enhanced water quality by reducing pollutant loadings in stormwater runoff. Runoff from this project area discharges to the Loxahatchee River via The Heights Canal and Sims Creek. Project is intended to reduce nutrient impairments within the Loxahatchee River and is integral to the Regional Loxahatchee River Pollutant Reduction Plan.	
Location & Area Map	Project Photo
	
Comments : Grant funding from the Loxahatchee River Preservation Initiative (LRPI) will be pursued to assist with the funding of construction. This project is recommended by the FY22 Stormwater Master Plan Update. Engineering and construction cost estimates were refined by the 2022 SW Master Plan Update resulting in a project budget increase of \$100,612.	

TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
FINANCIAL INFORMATION
2023 - 2027

Project Name :	Bush Road Drainage Improvements	Project No.	S23XX
Strategic Priority :	Fiscal Responsibility and Safety		
Department :	Utilities		

Project Budget :	Prior to 2023	2023	2024	2025	2026	2027	After 2027	Total
Land acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Planning / Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering	\$0	\$42,807	\$0	\$0	\$0	\$0	\$0	\$42,807
Construction	\$0	\$242,575	\$0	\$0	\$0	\$0	\$0	\$242,575
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Budget	\$0	\$285,382	\$0	\$0	\$0	\$0	\$0	\$285,382

Funding Sources :	Prior to 2023	2023	2024	2025	2026	2027	After 2027	Total
General revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Impact fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LRPI Grant	\$0	\$100,255	\$0	\$0	\$0	\$0	\$0	\$100,255
Stormwater R & R funds	\$0	\$185,127	\$0	\$0	\$0	\$0	\$0	\$185,127
Water R & R funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$0	\$285,382	\$0	\$0	\$0	\$0	\$0	\$285,382

Operating :	Prior to 2023	2023	2024	2025	2026	2027	After 2027	Total
Personnel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Operating	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

PREVIOUS YEARS FINANCIAL ACTIVITY

Previous Years	Prior to FY2018	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	N/A	Total
Amount Budgeted	\$0	\$0	\$0	\$0	\$0	\$0		\$0
Amount Expended	\$0	\$0	\$0	\$0	\$0	\$0		\$0
Balance								\$0

TOWN OF JUPITER COMMUNITY INVESTMENT PROGRAM 2024 - 2028	
Strategic Priority : Fiscal Responsibility and Safety	Department : Utilities Project No. : S1290 Year(s) : Ongoing Projected In-Service Date : On-Going
Project Name : Stormwater Asset Maintenance Program	
Project Description : The Stormwater System contains valuable assets that must be maintained in a reliable, responsive and cost effective manner to maximize useful life. This project provides for maintenance activities related to stormwater system assets including maintenance dredging of detention areas and canals, cleaning and painting of stormwater facilities, maintenance of pump stations including electrical and control systems, and maintenance of SCADA/GIS systems associated with stormwater facilities.	
Link to Strategic Plan : This project supports the Town's Strategic Plan Results of Fiscal Responsibility and Safety by providing for well maintained stormwater utility assets to maximize useful life. These activities also provide for the well being and safety of the Town's residents.	
Need, Justification, Benefits : Maintenance of valuable Utility assets is critical to maximizing asset life in a fiscally responsible manner.	
Location & Area Map	Project Photo
	
Comments : This asset maintenance program does not include major infrastructure replacement projects which would be budgeted under separate CIP projects. Projects planned for FY24-FY28 include replacement of the outfall maintenance in Olympus, The Bluffs, Egret Landing, painting maintenance of stormwater facilities, and control system upgrades at stormwater facilities.	

TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
FINANCIAL INFORMATION
2024 - 2028

Project Name :	Stormwater Asset Maintenance Program	Project No.	S1290
Strategic Priority :	Fiscal Responsibility and Safety		
Department :	Utilities		

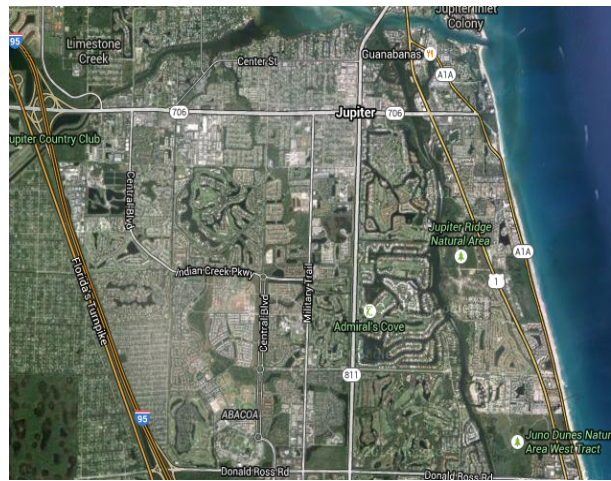
Project Budget :	Prior to 2024	2024	2025	2026	2027	2028	After 2028	Total
Land acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Planning / Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$2,686,412	\$139,061	\$406,819	\$743,480	\$174,430	\$946,777	\$0	\$5,096,979
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Budget	\$2,686,412	\$139,061	\$406,819	\$743,480	\$174,430	\$946,777	\$0	\$5,096,979

Funding Sources :	Prior to 2024	2024	2025	2026	2027	2028	After 2028	Total
General revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Impact fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Neighborhood Equity funds	\$68,983	\$0	\$0	\$0	\$0	\$0	\$0	\$68,983
Stormwater R&R Funds	\$2,617,429	\$139,061	\$406,819	\$743,480	\$174,430	\$946,777	\$0	\$5,027,996
Water R & R funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$2,686,412	\$139,061	\$406,819	\$743,480	\$174,430	\$946,777	\$0	\$5,096,979

Operating :	Prior to 2024	2024	2025	2026	2027	2028	After 2028	Total
Personnel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Operating	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

PREVIOUS YEARS FINANCIAL ACTIVITY

Previous Years	Prior to FY2019	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	Total
Amount Budgeted	\$837,783	\$102,689	\$418,958	\$782,276	\$156,597	\$388,109	\$2,686,412
Amount Expended	\$153,348	\$328,721	\$164,616	\$307,320	\$259,327	\$34,182	\$1,247,514
Balance							\$1,438,898

TOWN OF JUPITER COMMUNITY INVESTMENT PROGRAM 2024 - 2028	
Strategic Priority : Fiscal Responsibility and Safety	Department : Utilities Project No. : S1009
Project Name : Stormwater System Rehabilitation	Year(s) : On-going Projected In-Service Date : On-going
Project Description : Aging stormwater infrastructure often experiences pipe, joint, and structure failures which cause soil erosion to develop. This project consists of repairing existing stormwater infrastructure failures in various areas throughout the Town. Where feasible, failures will be repaired by epoxy grout injection and sliplining to minimize restoration costs and disturbance to adjacent properties.	
Link to Strategic Plan : This project supports the Town's Strategic Plan of Fiscal Responsibility and Safety by maintaining and replacing stormwater system infrastructure in a safe, reliable, and responsible manner, and to achieve and maximize useful life.	
Need, Justification, Benefits : Failure to address soil erosion caused by failures in drainage pipe, at pipe joints, and in drainage structures can cause potentially hazardous conditions and disturbance to adjacent properties and roadways. In addition, water quality of stormwater discharge is compromised when drainage system integrity is not maintained.	
Location & Area Map	Project Photo
	
Comments : Recent repairs completed under this project include joint repairs on N. Orange Avenue, outfall repairs in Brentwood South, slip lining on Bush Road, outfall improvements on Eganfuskee including installation of a check valve to prevent tidal flooding of the road, and swale improvement in areas of Fisherman's Landing and on West Beverly Road. Replacement of deteriorating ends walls in The Heights of Jupiter is underway. Jupiter Village outfall improvements are under design and outfall improvements in The Shores are planned for FY24.	

TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
FINANCIAL INFORMATION
2024 - 2028

Project Name :	Stormwater System Rehabilitation	Project No.	S1009
Strategic Priority :	Fiscal Responsibility and Safety		
Department :	Utilities		

Project Budget :	Prior to 2024	2024	2025	2026	2027	2028	After 2028	Total
Land acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Planning / Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering	\$75,274	\$14,710	\$4,406	\$4,538	\$4,674	\$4,814	\$0	\$108,416
Construction	\$2,342,393	\$475,649	\$142,447	\$146,721	\$151,123	\$155,657	\$0	\$3,413,990
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Budget	\$2,417,667	\$490,359	\$146,853	\$151,259	\$155,797	\$160,471	\$0	\$3,522,406

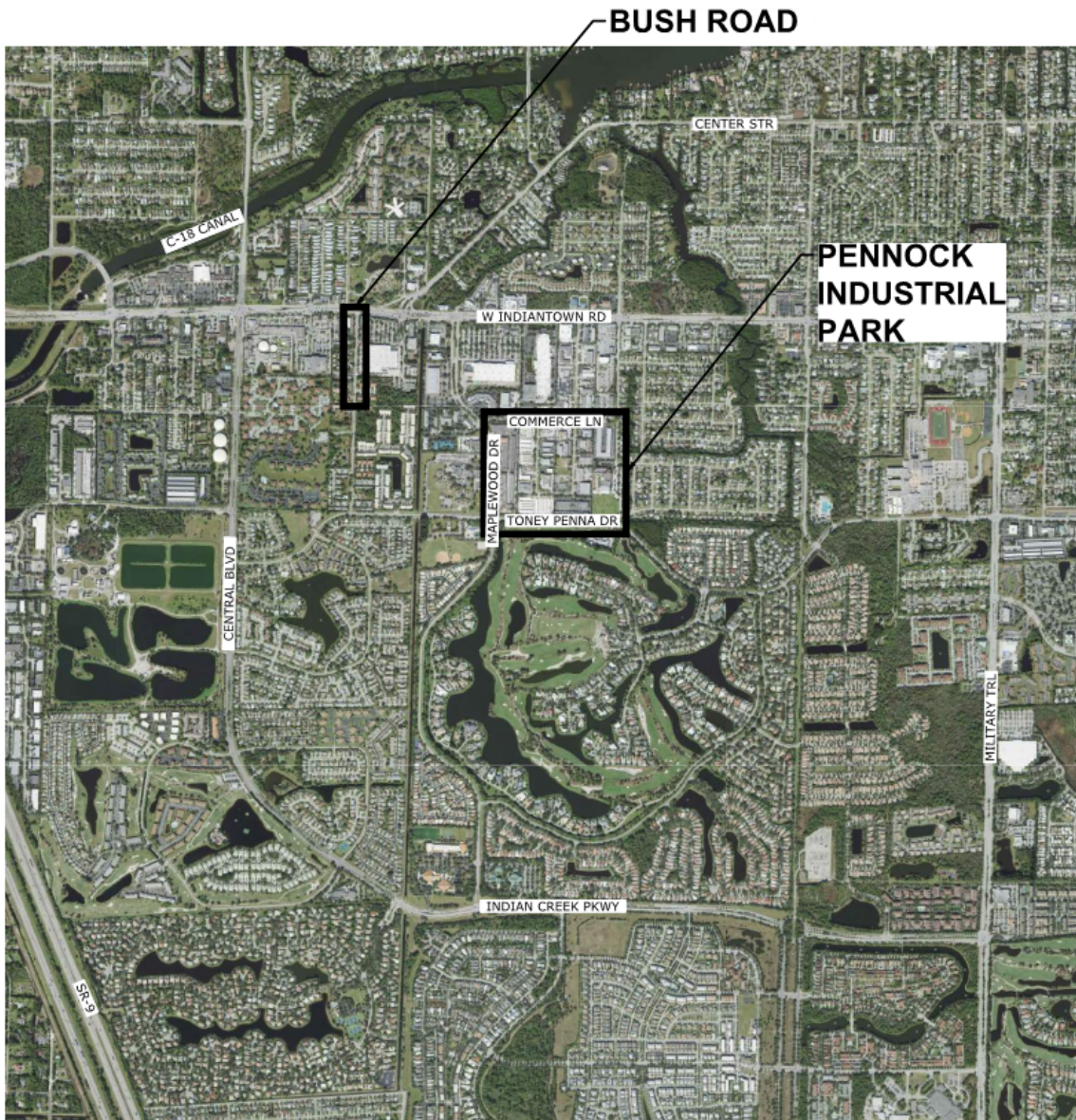
Funding Sources :	Prior to 2024	2024	2025	2026	2027	2028	After 2028	Total
General revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Impact fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Neighborhood Equity funds	\$480,229	\$0	\$0	\$0	\$0	\$0	\$0	\$480,229
Stormwater R&R funds	\$1,937,438	\$490,359	\$146,853	\$151,259	\$155,797	\$160,471	\$0	\$3,042,177
Water R & R funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$2,417,667	\$490,359	\$146,853	\$151,259	\$155,797	\$160,471	\$0	\$3,522,406

Operating :	Prior to 2024	2024	2025	2026	2027	2028	After 2028	Total
Personnel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Operating	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

PREVIOUS YEARS FINANCIAL ACTIVITY

Previous Years	Prior to FY2019	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	Total
Amount Budgeted	\$1,072,356	\$122,987	\$385,020	\$357,075	\$0	\$480,229	\$2,417,667
Amount Expended	\$734,346	\$514	\$251,424	\$42,958	\$32,754	\$371	\$1,062,367
Balance							\$1,355,300

PROJECT LOCATION MAP PENNOCK INDUSTRIAL AND BUSH ROAD INFRASTRUCTURE IMPROVEMENTS



PROJECT LOCATION: PENNOCK INDUSTRIAL PARK
TOWNSHIP: 41S
RANGE: 42E
SECTION: 02

LOCATION MAP

N.T.S.

Bid Proposal

Bidding Company Name: Johnson-Davis Incorporated

Town of Jupiter Utilities
210 Military Trail
Jupiter, FL 33458

Gentlemen:

The undersigned, as Bidder, hereby declares that the only Persons, company, or parties interested in the Proposal or the Contract to be entered into, as principals, are named herein; and that this Proposal is made without connection with any other person, company, or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

That the Bidder has carefully and to his full satisfaction examined the attached Instructions to Bidders, General Conditions, Supplementary Conditions, detailed Specifications, and Form of Contract and Bond, together with the accompanying plans, and that he has read all addenda issued prior to the opening of Bids; and that he has fully examined the site and the project documents and hereby agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary to the prosecution and completion of the work, to wit:

Furnish all labor, equipment and materials necessary to improve the drainage and water distribution systems within Pennock Industrial Park and along the north end of Bush Road. The work includes, but is not limited to:

Pennock Industrial Park Infrastructure Improvements

- Removing and replacing a Type "E" catch basin utilizing two 5' sections of 15" RCP with concrete collars to tie-in to existing 15" RCP storm drain culverts; furnishing and installing twelve (12) Type "C" ditch bottom inlets connected with +/- 460 LF of 15"/18" RCP and +/- 1,368 LF of 15"/18" slotted RCP exfiltration trench; removing +/- 182 LF of failing 60-inch HDPE drainage pipe and exfiltration trench and replacing it with +/- 182 LF of 60-inch RCP and slotted RCP exfiltration trench. An additional drainage improvement includes installing +/- 400 LF of 18"/24" Cured-In-Place Pipe liner.
- Removal and replacement of six (6) hydrant assemblies including furnishing and installing five (5) 8" distribution isolation gate valves with thrust collars, and deflection if necessary of the water main around or under proposed drainage.
- Removal and replacement of Type "D" curb, header curb, concrete and asphalt roadway turnouts, six (6) asphalt roadway crossings, roadway lane repair, roadway edge repair, collector roadway shoulder stabilization, roadway mill and resurfacing, swale grading and sodding.

Bush Road Drainage Improvements

- Removing and replacing two (2) Type "C" inlets utilizing three 5' sections of 18" RCP with concrete collars to tie-in to existing 18" RCP storm drain culverts; furnishing and installing two (2) Type "C" ditch bottom inlet and two type "J" inlets with 8" top slabs connected with +/- 195 LF of 15"/18" RCP, and +/- 170 LF 15" slotted RCP exfiltration trench.
- Deflecting, if necessary the 6" ductile iron pipe water main in two locations.
- Removal and replacement of four (4) concrete flumes, concrete sidewalk, Type "F" curb and gutter, concrete and asphalt roadway turnouts, and removal and re-installation of pedestrian railing; two (2) asphalt roadway crossings, roadway lane repair, roadway edge repair, collector roadway shoulder stabilization, roadway mill and resurfacing, swale grading and sodding.

Also included in the work is notification to affected property owners, temporary traffic control, coordination with Town staff to isolate portions of the distribution system, backfill, compaction, inspection, disinfection, testing, same day restoration to restore the business water services and property access, rough grading, fine grading, sodding all disturbed areas, and all other restoration to like or better conditions required by the Contract for these improvements. It is the intent of this work to provide all necessary components and appurtenances described by the Bid Documents that are required to provide complete and operational Town of Jupiter storm water and water distribution systems within the Pennock Industrial Park and along Bush Road.

It is proposed that the project herein described shall be constructed for the Unit Prices as follows on the Bid Schedule of Values, all in accordance with the requirements and provisions of the Contract Documents.

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Bid Schedule of Values – Revised by Addendum 1
Pennock Industrial and Bush Road Infrastructure Improvements (WS2303/S2314)

**This page should be clearly marked with a tab for easy identification during the bid opening process.*

BIDDING COMPANY NAME: Johnson- Davis Incorporated

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE
A. GENERAL BID ITEMS					
1	Consideration of Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
2A	General Conditions/Contract Administration _____% of Bid Price (Maximum Allowable 1%)	1	LS	\$ <u>20,000.00</u>	\$ <u>20,000.00</u>
2B	Bonds and Insurance (Maximum Allowable 2%)	1	LS	\$ <u>40,000.00</u>	\$ <u>40,000.00</u>
3	Mobilization and Demobilization _____% of Bid Price (Maximum Allowable 5%)	1	LS	\$ <u>100,000.00</u>	\$ <u>100,000.00</u>
4	Shop Drawings/Survey Layout/Record Drawings/GPS Data	1	LS	\$ <u>25,000.00</u>	\$ <u>25,000.00</u>
5	Temporary Traffic Control	1	LS	\$ <u>29,300.00</u>	\$ <u>29,300.00</u>
6	Unforeseen Conditions Allowance	1	AL	\$ <u>75,000.00</u>	\$ <u>75,000.00</u>
B. PENNOCK INDUSTRIAL PARK WATER DISTRIBUTION SYSTEM BID ITEMS					
7	Cut-In and Connect to existing 8" Water Main	6	EA	\$ <u>10,000.00</u>	\$ <u>60,000.00</u>
8	Remove and Dispose of 8" Asbestos Cement Pipe	100	LF	\$ <u>50.00</u>	\$ <u>5,000.00</u>
9	Remove and Dispose of Existing Fire Hydrant Assembly	7	LS	\$ <u>300.00</u>	\$ <u>2,100.00</u>
10	Furnish and Install 8-Inch AC/DIP Transition Coupling	11	EA	\$ <u>1,000.00</u>	\$ <u>11,000.00</u>
11	Furnish and Install 8-Inch DIP Water Main including Restraining Existing Water Main	100	LF	\$ <u>200.00</u>	\$ <u>20,000.00</u>
12	Furnish and Install Ductile Iron Fittings including Joint Restraint	1,500	LB	\$ <u>4.00</u>	\$ <u>6,000.00</u>
13	Furnish and Install 8-Inch MJ Gate Valve w/ Thrust Collar and Joint Restraint	5	EA	\$ <u>6,000.00</u>	\$ <u>30,000.00</u>

Bid Schedule of Values (Continued) – Revised by Addendum 1
Pennock Industrial and Bush Road Infrastructure Improvements (WS2303/S2314)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE
B. PENNOCK INDUSTRIAL PARK WATER DISTRIBUTION SYSTEM BID ITEMS (CONTINUED)					
14	Furnish and Install Fire Hydrant Assembly including DI 8" x 6" MJ Tee	5	EA	\$ <u>11,000.00</u>	\$ <u>55,000.00</u>
15	Furnish and Install Fire Hydrant Assembly including Vertical Deflection with four DI 6" 45 Degree Bends	1	EA	\$ <u>14,000.00</u>	\$ <u>14,000.00</u>
16	Furnish and Install 2" Same Side Single Water Service	1	EA	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
C. PENNOCK INDUSTRIAL PARK DRAINAGE SYSTEM BID ITEMS					
17	Furnish and Install 15-Inch RCP Drainage Pipe	350	LF	\$ <u>140.00</u>	\$ <u>49,000.00</u>
18	Furnish and Install Exfiltration Trench w/ Slotted 15" RCP	500	LF	\$ <u>240.00</u>	\$ <u>120,000.00</u>
19	Furnish and Install 18-Inch RCP Drainage Pipe	200	LF	\$ <u>160.00</u>	\$ <u>32,000.00</u>
20	Furnish and Install Exfiltration Trench w/ Slotted 18" RCP	1,000	LF	\$ <u>260.00</u>	\$ <u>260,000.00</u>
21	Furnish and Install 60-Inch RCP Drainage Pipe (includes removal of existing 60" HDPE Pipe and Exfiltration Trench)	30	LF	\$ <u>800.00</u>	\$ <u>24,000.00</u>
22	Furnish and Install Exfiltration Trench w/ Slotted 60" RCP	200	LF	\$ <u>800.00</u>	\$ <u>160,000.00</u>
23	Furnish and Install Type "C" Ditch Bottom Inlet	13	EA	\$ <u>6,500.00</u>	\$ <u>84,500.00</u>
24	Furnish and Install Type "E" Ditch Bottom Inlet	1	EA	\$ <u>9,500.00</u>	\$ <u>9,500.00</u>
25	Connect Proposed Drainage Pipe to Existing Drainage Pipe including Concrete Collar	2	EA	\$ <u>1,500.00</u>	\$ <u>3,000.00</u>

Bid Schedule of Values (Continued) – Revised by Addendum 1
Pennock Industrial and Bush Road Infrastructure Improvements (WS2303/S2314)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE
C. PENNOCK INDUSTRIAL PARK DRAINAGE SYSTEM BID ITEMS (CONTINUED)					
26	Clearing and Grading Swale (Where No Underground Excavation is Performed)	1,200	SY	\$ <u>10.00</u>	\$ <u>12,000.00</u>
27	Desilt/Water Jetting Existing Drainage Pipe	360	LF	\$ <u>25.00</u>	\$ <u>9,000.00</u>
28	Furnish and Install 18-Inch Cured-In-Place Liner	160	LF	\$ <u>200.00</u>	\$ <u>32,000.00</u>
29	Furnish and Install 24-Inch Cured-In-Place Liner	200	LF	\$ <u>225.00</u>	\$ <u>45,000.00</u>
D. PENNOCK INDUSTRIAL PARK ROADWAY AND RESTORATION BID ITEMS					
30	Remove and Replace Roadway Header Curb	50	LF	\$ <u>85.00</u>	\$ <u>4,250.00</u>
31	Remove and Replace Type "D" Curb	350	LF	\$ <u>85.00</u>	\$ <u>29,750.00</u>
32	Furnish and Install 6" Thick Concrete Flat Work	50	SY	\$ <u>120.00</u>	\$ <u>6,000.00</u>
33	Concrete Driveway Restoration	1,000	SY	\$ <u>130.00</u>	\$ <u>130,000.00</u>
34	Asphalt Parking Lot and Driveway Restoration	300	SY	\$ <u>80.00</u>	\$ <u>24,000.00</u>
35	Mill and Resurface 1" SP-9.5 Asphalt including Thermoplastic Striping	1,500	SY	\$ <u>60.00</u>	\$ <u>90,000.00</u>
36	Furnish and Install Sod	5,000	SY	\$ <u>12.00</u>	\$ <u>60,000.00</u>
E. BUSH ROAD WATER DISTRIBUTION BID ITEMS					
37	Cut-In and Connect to existing 6" Water Main	4	EA	\$ <u>2,700.00</u>	\$ <u>10,800.00</u>
38	Deflect Existing 6" Water Main around Proposed Drainage Structure w/ 6" Ductile Iron Pipe	4	LS	\$ <u>7,000.00</u>	\$ <u>28,000.00</u>

Bid Schedule of Values (Continued) – Revised by Addendum 1
Pennock Industrial and Bush Road Infrastructure Improvements (WS2303/S2314)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE
F. BUSH ROAD DRAINAGE SYSTEM BID ITEMS					
39	Furnish and Install 15-Inch RCP Drainage Pipe	200	LF	\$ 220.00	\$ 44,000.00
40	Furnish and Install Exfiltration Trench w/ Slotted 15" RCP	160	LF	\$ 300.00	\$ 48,000.00
41	Furnish and Install 18-Inch RCP Drainage Pipe	20	LF	\$ 300.00	\$ 6,000.00
42	Furnish and Install Type "C" Ditch Bottom Inlet	4	EA	\$ 6,000.00	\$ 24,000.00
43	Furnish and Install Type "J" Inlet w/ an 8" Top Slab	2	EA	\$ 14,500.00	\$ 29,000.00
44	Connect Proposed Drainage Pipe to Existing Drainage Pipe including Concrete Collar	3	EA	\$ 2,750.00	\$ 8,250.00
45	Clearing and Grading Swale (Where No Underground Excavation is Performed)	250	SY	\$ 10.00	\$ 2,500.00
G. BUSH ROAD ROADWAY AND RESTORATION BID ITEMS					
46	Remove and Replace Concrete Sidewalk	120	SY	\$ 110.00	\$ 13,200.00
47	Remove and Replace Type "F" Curb and Gutter	200	LF	\$ 80.00	\$ 16,000.00
48	Remove and Replace Type "D" Curb	50	LF	\$ 80.00	\$ 4,000.00
49	Remove and Replace Concrete Flume	5	EA	\$ 1,500.00	\$ 7,500.00
50	Concrete Driveway Restoration	100	SY	\$ 125.00	\$ 12,500.00
51	Asphalt Driveway Restoration	75	SY	\$ 130.00	\$ 9,750.00
52	Remove and Re-Install Existing Pipe Guiderail	50	LF	\$ 30.00	\$ 1,500.00
53	Mill and Resurface 1" SP-9.5 Asphalt including Thermoplastic Striping	700	SY	\$ 85.00	\$ 59,500.00
54	Furnish and Install Sod	450	SY	\$ 12.00	\$ 5,400.00

Total Bid Amount, Pennock Industrial Park and Bush Road (Item Nos. 1 - 54) = \$ 2,011,400.00

Bid Schedule of Values (Continued) – Revised by Addendum 1
Pennock Industrial and Bush Road Infrastructure Improvements (WS2303/S2314)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE
H. ADD ALTERNATE BID ITEMS					
AA1	6" Line Stop	1	EA	\$ <u>13,500.00</u>	\$ <u>13,500.00</u>
AA2	8" Line Stop	1	EA	\$ <u>15,000.00</u>	\$ <u>15,000.00</u>
AA3	Furnish and Install 1" Same Side Single Water Service	1	EA	\$ <u>2,000.00</u>	\$ <u>2,000.00</u>
AA4	Furnish and Install 1" Road Crossing Single Water Service	1	EA	\$ <u>3,200.00</u>	\$ <u>3,200.00</u>
AA5	Furnish and Install 2" Road Crossing Single Water Service	1	EA	\$ <u>5,400.00</u>	\$ <u>5,400.00</u>
AA6	Furnish and Install 2" Road Crossing Double Water Service	1	EA	\$ <u>5,800.00</u>	\$ <u>5,800.00</u>
AA7	Replace Existing Sewer Lateral (Short)	1	EA	\$ <u>2,400.00</u>	\$ <u>2,400.00</u>
AA8	Replace Existing Sewer Lateral (Long)	1	EA	\$ <u>3,200.00</u>	\$ <u>3,200.00</u>

Total Add Alternate Bid Amount (Item Nos. AA1 – AA8) = \$ 50,500.00

Total Bid Amount + Add Alternate Bid Amount (Items Nos. 1-54 and AA1-AA8) = \$ 2,061,900.00

***Bidder shall indicate the percentage (%) in the blank provided on the Bid Form for Pay Items 2A and 3. Refer to Section 01025 Measurement and Payment of the technical specifications for additional detail for all Pay Items.**

Total Bid Amount, Pennock Industrial Park and Bush Road (Item Nos. 1 - 54) in Words: Two million eleven thousand four hundred dollars

Total Add Alternate Bid Amount (Item Nos. AA1 – AA8) in Words: Fifty thousand five hundred dollars

Total Bid Amount + Add Alternate Bid Amount (Items Nos. 1-54 and AA1-AA8) in Words: Two million sixty-one thousand nine hundred dollars

List of Subcontractors/Suppliers

Bidder shall list below information regarding subcontractors and suppliers, who will perform work or labor or render service, or supply materials to the prime contractor in or about the construction of the Work, or improvement, or subcontractors licensed by the State who, under subcontract to the prime contractor, specially fabricates and installs a portion of the Work or improvement according to the plans and specifications, in an amount in excess of two percent (2%) of the prime contractor's Total Bid Price. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection.

Work to be Performed	Subcontractor License Number	Percent of Total Contract	Subcontractor/Supplier Name & Address
Asphalt Repair Work	N/A		
Roadway Mill & Resurfacing	CGC1505502	6.7%	J.W. Cheatham LLC 7396 Westport Place West Palm Beach, FL 33413
Concrete Work	N/A		

Note: Provide licenses, certifications, experience, and qualification forms for those subcontractors listed above. Attach additional pages as needed.

Qualification Requirements

(Complete these pages entirely and include with Sealed Bid. Attach copies of applicable Licenses)

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

- A. Any information for which OWNER cannot corroborate is grounds for rejection of Bid. (Use additional sheets as needed to provide the required information.)
- B. The individual who holds the General Contractor or Underground Utility and Excavation Contractor License for the firm awarded the Work for this Contract shall be active in the management and ownership of the firm and shall be available to provide expertise on the project during the course of the project, for the complete duration of the project, as needed. Provide the name of this individual and State of Florida Underground Utility and Excavation Contractor license number:

William Cryer, CUC1225299 or Scott Johnson, CUC043087

1. State the numbers of years your organization has been doing business in the State of Florida:

47

2. State the number of years your organization has been doing business as a General Contractor or an Underground Utility and Excavation Contractor licensed in the State of Florida:

47

3. We typically perform 90 % of the work with our own forces. List trades below for which your organization is qualified to self-perform on this project:

Underground Utilities, Excavation and Plumbing

4. Has Bidder ever failed to complete awarded work? no

If so, state where, when and why:

n/a

Qualification Requirements (Continued)

5. State the location of the office from which this contract will be managed.

604 Hillbrath Drive, Lantana, FL 33462

6. State the number of employees available to complete the work contemplated by this contract.

We have 145 employees.

7. Provide the name and experience of the Project Manager who will be assigned to this contract, if awarded. Include number of years in this position and with this company. If less than 3 years with this company provide name and contact information for previous employer. (Attach additional pages as necessary).

Walter Pfaffenberger

** Please see attached resume.*

8. Provide name and experience of the Project Superintendent who will be assigned to this contract, if awarded. Include number of years in this position and with this company. If less than 3 years with this company provide name and contact information for previous employer. (Attach additional pages as necessary).

Joseph Bagford

** Please see attached resume.*

9. List equipment owned by Contractor to complete the Work identified for this contract.

**Please see attached list of equipment.*

10. List equipment to be rented by Contractor to complete the Work of this contract.

None

Qualification Requirements (Continued)

11. Only Bidders and Subcontractor(s) who are deemed qualified by Owner, at Owner's sole discretion, will be considered for contract award. Failure to provide previous experience and qualification information requested by the Bidding Documents with the Bidder's Sealed Bid, or if the Owner cannot corroborate the previous experience and qualification information submitted by Bidder in Bidder's Sealed Bid, may result in Bid disqualification.

NOTE:

Bidder shall complete and submit with the Sealed Bid the following Bidder Qualification forms for the Prime Contractor and all Major Subcontractors (each whose value of work to be performed is greater than 2% of the Prime Contractor's Total Bid). All information requested on the forms shall be provided in sufficient detail for Owner to perform a comprehensive review of the Bid. For Major Subcontractors, provide previous experience and qualifications for at least five (5) projects completed over the past five (5) years.

NOTE:

Bidders may provide additional information to assist Owner in evaluating previous experience and qualifications. Copy the forms and attach additional pages as needed.

NOTE: In order to be deemed acceptable for the purpose of determining Bidder Qualification, similar projects shall be listed on the following forms and have all information completed (blanks correctly filled in) including contact names and telephone numbers of both the Owner and Engineer.

12. BIDDER shall demonstrate the ability to complete projects on time within the contract completion dates. List ALL projects completed within the last three years that were not completed on schedule and for which liquidated damages (LD) were not incurred. Attach additional pages as needed:

PROJECT NAME: n/a - All projects were completed in the allowable contract time.

OWNER NAME/CONTACT INFO: _____

CONTRACT COMPLETION DATE: _____

ACTUAL COMPLETION DATE: _____

13. List ALL projects within the past five years (started, underway, or completed) in which liquidated damages (LD) are accumulating or were incurred, either directly or indirectly. Attach additional pages as needed:

PROJECT/OWNER: n/a

TOTAL LD AMOUNT ASSESSED: _____

REASON FOR LDs: _____

14. List ALL projects within the past five years (underway or completed) in which adverse litigation, including but not limited to mediation, involving the Owner of the project, occurred, either directly or indirectly with the Bidder or his/her subcontractors. Attach additional pages as needed:

PROJECT: n/a

OWNER: _____

TYPE OF
LITIGATION: _____

REASON FOR LITIGATION: _____

15. A copy of Bidder's most recent audited financial statement may be requested as additional information after bids are received during the bid evaluation process.

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Qualification Requirements (Continued)

As Bidder, we certify the following:

(1) NAME & LOCATION OF PROJECT: CR A1A From Jupiter Beach Rd. to US Hwy 1, Jupiter, FL

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: ☒ PRIME CONTRACTOR ☐ SUBCONTRACTOR

YEAR OF PROJECT: 2014

SCOPE OF WORK: Infrastructure Construction & Reconstruction for SR A1A within city limits of Jupiter, FL

CONTRACT VALUE: \$3,699,744.00

TOTAL VALUE OF CHANGE ORDERS: \$430,168.12

REASON FOR CHANGE ORDERS: Change in scope

CONTRACT START AND COMPLETION DATES: 11/2014-12/2015

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes, completed on time.

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: Town of Jupiter, Tom Driscoll (561) 741-2215

ENGINEERING FIRM (DURING CONSTRUCTION): Calvin Giordano and Associates

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

Patrick A. Figureall P.E.

(561) 684-6161

1800 Eller Rd., #600, Ft. Lauderdale, FL 33316

ADDITIONAL INFORMATION: N/A

Qualification Requirements (Continued)

(2) NAME & LOCATION OF PROJECT: Worth Ave.- Block 400 Improvements, Palm Beach County

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: ☒ PRIME CONTRACTOR ☐ SUBCONTRACTOR

YEAR OF PROJECT: 2019

SCOPE OF WORK: WM replacement, Sewer Rehab & Replacement, New Drainage installation

CONTRACT VALUE: \$1,330,022.21

TOTAL VALUE OF CHANGE ORDERS: \$48,650.00

REASON FOR CHANGE ORDERS: Plan Changes/ Revision

CONTRACT START AND COMPLETION DATES: 8/2019- 6/2020

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes, completed on time.

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: Town of Palm Beach (561) 838-5406

ENGINEERING FIRM (DURING CONSTRUCTION): Chen-Moore & Assoc.

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

Brent Whitfield, P.E.

(561) 746-6900

ADDITIONAL INFORMATION: N/A

Qualification Requirements (Continued)

(3) NAME & LOCATION OF PROJECT: N29A Canal Connector Project, Broward County

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: ☒ PRIME CONTRACTOR ☐ SUBCONTRACTOR

YEAR OF PROJECT: 2019

SCOPE OF WORK: Construction of a 72" culvert, excavation, grading, geogrid paving, sidewalk

CONTRACT VALUE: \$1,145,000.00

TOTAL VALUE OF CHANGE ORDERS: \$85,000.00

REASON FOR CHANGE ORDERS: Reduction in scope (Sidewalk)

CONTRACT START AND COMPLETION DATES: 1/2019-9/2019

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes, completed on time.

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: Central Broward Water Control District (954) 432-5110

ENGINEERING FIRM (DURING CONSTRUCTION): Craven, Thompson & Assoc., Inc.

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

Adolfo A. Gonzalez, PE

(954) 739- 6400 x385

3563 NW 53rd St., Ft Lauderdale, FL 33309

ADDITIONAL INFORMATION: N/A

Qualification Requirements (Continued)

(4) NAME & LOCATION OF PROJECT: Jupiter Unit Price Contract- Stormwater Utility 9S1628

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: ☒ PRIME CONTRACTOR ☐ SUBCONTRACTOR

YEAR OF PROJECT: 2016

SCOPE OF WORK: Drainage repairs throughout the town.

CONTRACT VALUE: \$400,000.00

TOTAL VALUE OF CHANGE ORDERS: \$400,000.00

REASON FOR CHANGE ORDERS: Town was satisfied with our contractual work so they extend out contract

CONTRACT START AND COMPLETION DATES: 9/2018-9/2020

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes, completed on time.

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: Amanda Barmes, P.E. (561) 741-2270

ENGINEERING FIRM (DURING CONSTRUCTION): Town of Jupiter

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

Amanda Barnes, P.E.

(561) 741-2537

210 Military Trail, Jupiter, FL 33458

ADDITIONAL INFORMATION: N/A

Qualification Requirements (Continued)

(5) NAME & LOCATION OF PROJECT: Watermain Replacement on SR 60 (20th St.)

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: ☒ PRIME CONTRACTOR ☐ SUBCONTRACTOR

YEAR OF PROJECT: 2017

SCOPE OF WORK: 8,478 LF of Watermain under asphalt in FDOT row & HDD's

CONTRACT VALUE: \$1,150,029.00

TOTAL VALUE OF CHANGE ORDERS: \$36,493.97

REASON FOR CHANGE ORDERS: Added Scope/Extended Qty

CONTRACT START AND COMPLETION DATES: 11/2017- 5/2018

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes, completed on time.

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: City of Vero Beach (772) 978-8220

ENGINEERING FIRM (DURING CONSTRUCTION): City of Vero Beach Water & Sewer Dept.

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

Robert J. Bolton, P.E./ Todd Young

(772) 978- 5220

17-17th Street, Vero Beach, FL 32961

ADDITIONAL INFORMATION: N/A

Proposal (Continued)

If awarded the Contract, the undersigned agrees to execute the attached Agreement/Contract within fifteen (15) calendar days from the date set forth in the Notice of Intent to Award or Notice of Award, which ever one is received first, and to fully complete all necessary work within the time limits specified below after date of written Notice to Proceed, with such extensions of time as are provided for in the General Conditions.

Substantial Completion:	300 calendar days from Notice to Proceed
Final Completion:	TBD calendar days from Notice to Proceed

The undersigned understands the Contract Time starts on the date of Notice to Proceed. The undersigned understands the Contract Times include Contractor to obtaining permits, shop drawing approvals, ordering materials, receiving deliveries, construction of the Work, restoration, permit close-outs, and all other work required to complete the Work in full. The undersigned acknowledges that liquidated damages will apply if the completion dates are not achieved.

There is enclosed a bid guarantee consisting of five percent (5%) of bid price.

The undersigned agrees that all bid documents issued for this project, including addenda, have been reviewed and site visits performed, as necessary to provide a comprehensive bid. The undersigned acknowledges receipt of 4 (insert number) Addenda for this project.

The undersigned furthermore agrees that, in case of failure on undersigned's part to sign said contract and provide required bonds, power of attorney's, and insurance within (15) days after receipt of a Notice Intent to Award or a Notice of Award, whichever comes first, the check, bond, or other security accompanying undersigned's Bid and the money payable thereon, shall become the property of the Town, by forfeit as agreed and liquidated damages; otherwise the check or bond accompanying undersigned's Bid shall be returned to the undersigned.

The undersigned acknowledges that payments made by the Town of Jupiter will be made via electronic funds transfers (EFT) and vendor will provide the Town of Jupiter with the information required to make EFT payments.

The undersigned, if awarded the contract, agrees to furnish at time of signing the contract, a payment bond and a performance bond, each in the amount of 100% of the contract value as set forth in "Instructions to Bidders".

The undersigned 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 and lower tier subcontractors. The contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

Proposal (Continued)

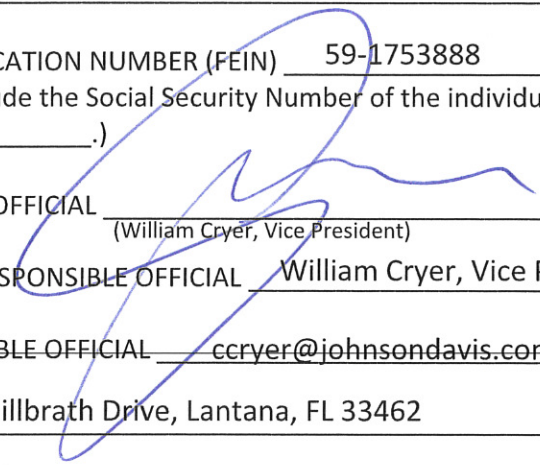
The undersigned states that this bid proposal is the only proposal for this project in which he is interested and certifies that all of the information provided in this bid proposal is true and correct.

SUBMITTAL DATE 7/31/2024

FIRM NAME Johnson-Davis Incorporated

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) 59-1753888

(if the entity has no FEIN, include the Social Security Number of the individual signing this Proposal
_____.)

SIGNATURE OF RESPONSIBLE OFFICIAL 
(William Cryer, Vice President)

PRINT NAME AND TITLE OF RESPONSIBLE OFFICIAL William Cryer, Vice President

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL ccryer@johnsondavis.com

BUSINESS ADDRESS 604 Hillbrath Drive, Lantana, FL 33462

BUSINESS TELEPHONE (561) 588-1170

STATE OF INCORPORATION Florida

FULL NAMES AND ADDRESSES OF PERSONS OR PARTIES INTERESTED IN THE FOREGOING BID, AS PRINCIPALS:

Scott Johnson - 604 Hillbrath Dr., Lantana, FL 33462

Christopher Johnson - 604 Hillbrath Dr., Lantana, FL 33462

William Clark Cryer - 604 Hillbrath Dr., Lantana, FL 33462

FULL NAME, TITLE, EMAIL ADDRESS, AND PHONE NUMBER OF PERSON MANAGING THE WORK UNDER THIS CONTRACT:

Walter Pfaffenberger

wpfaffenberger@johnsondavis.com (561) 588-1170

Contractor Safety Qualification Form

SECTION 1: COMPANY INFORMATION			
Company Name: Johnson-Davis Incorporated			
Address 1: 604 Hillbrath Drive			
Address 2:			
City, State, Zip: Lantana, FL 33462			
Telephone No.: (561) 588-1170			
Fax No.: (561) 585-3252			
SECTION 2: NAME(S) AND RELATIONSHIPS OF PARENT COMPANY, AFFILIATES, SUBSIDIARIES, PARTNERS			
Company Name: n/a			
Address:			
City, State, Zip:			
Relationship:			
Company Name:			
Address:			
City, State, Zip:			
Relationship:			
SECTION 3: INSURANCE COVERAGE			
3.1 Please attach certificates showing the extent of coverage, exclusions and deductibles for the following:			
- General Commercial Liability Insurance - Professional Liability Insurance - Contractors Pollution Liability Insurance - Worker's Compensation Insurance			
3.2 How long have you been covered by your current provider of Worker's Compensation Insurance?			
6 Years			
3.3 List the Experience Modification Ratio (EMR) that has been applied to your company's worker's compensation insurance policy for the past five years:			
Year	Intrastate EMR	Interstate EMR	Comments
2023		.86	
2022		.88	
2021		.85	
2020		.77	
2019		.88	

Contractor Safety Qualification Form (Continued)

3.4 List the contact information for an insurance broker who can verify your EMR's:

Name: Johnson Financial Group Insurance (Sharon Majeski)

Address 1: 318 S. Washington Street

Address 2:

City, State, Zip: Green Bay, WI

Telephone No.: (920) 453-7107

If you do not have an EMR, please explain:

SECTION 4: INJURY AND FATALITY INFORMATION

4.1 Please transfer the numbers and rates of injuries and illnesses from your firm's OSHA No. 200 Logs to the table below:

Statistic	Year: <u>2023</u>		Year: <u>2022</u>		Year: <u>2021</u>	
	No.	Rate	No.	Rate	No.	Rate
Lost Workday Cases	1		0		2	
Restricted Workday Cases	0		0		1	
Medical Treatment (not First Aid) Cases	0		4		5	
Total Illness Cases	0		1		1	
Total Recordable Cases	2		4		5	
Fatalities	0		0		0	

4.2 If your company has had fatalities in the past three years include location, cause and corrective actions in the space below:

none n/a

Contractor Safety Qualification Form (Continued)

SECTION 5: SAFETY MEETINGS

5.1 Do you require that *documented* safety meetings be held for:

- Field Supervisors? ☒ Yes ☐ No Frequency: weekly
- Employees? ☒ Yes ☐ No Frequency: weekly
- New Hires? ☒ Yes ☐ No Frequency: First Day Safety Orientation
- Subcontractors? ☒ Yes ☐ No Frequency: weekly

SECTION 6: SAFETY AUDITS

6.1 Will a representative of your company audit safety practices on this job?

☒ Yes ☐ No

Name: Rudy Chamarro Title: Safety Director

How frequently will the representative visit the project site? Weekly

SECTION 7: HEALTH AND SAFETY PROGRAM

7.1 Does the company have a health and safety program? If yes, please give details below. (The contractor is encouraged to attach a copy of the program to satisfy this requirement).

The JD Safety Program addresses all items relevant to our work and working in Florida,
as well as Emergency Planning. COVID-19 precautionary measures and compliance,
and business continuity planning.

**Please refer to the attachments.*

7.2 Please give the name and telephone number of your company's health and safety officer, if any:

Name: Rudy Chamarro Title: Safety Director

Telephone No.: 561-588-1170

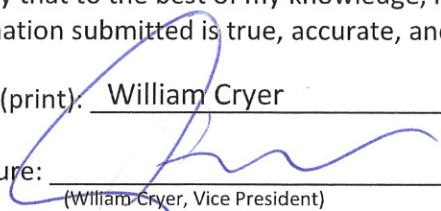
SECTION 8: HEALTH AND SAFETY CITATIONS

8.1 Attach a list of any State or Federal Health and Safety citations received during the past three years.
zero

SECTION 9: SIGNATURE OF COMPANY OFFICER

I certify that to the best of my knowledge, information, and belief formed after reasonable inquiry, the information submitted is true, accurate, and complete.

Name (print): William Cryer Title: Vice President

Signature:  Date: 7/31/2024

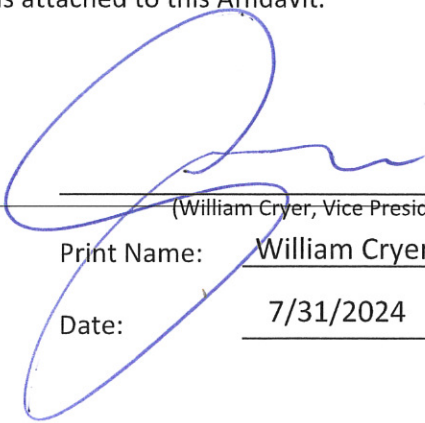
(William Cryer, Vice President)

Contractor E-Verify Affidavit

I hereby certify that Johnson-Davis Incorporated [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Johnson-Davis Incorporated [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.



(William Cryer, Vice President)

Print Name: William Cryer, Vice President

Date: 7/31/2024

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this 31st 7/31/24 (date) by WILLIAM CRYER (name of officer or agent, title of officer or agent) of JOHNSON-DAVIS INC. (name of contractor company acknowledging), a FLORIDA (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

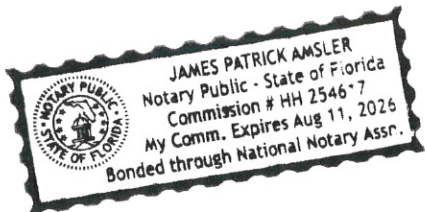
[Notary Seal]

Notary Public



Name typed, printed or stamped

My Commission Expires: 8-11-26

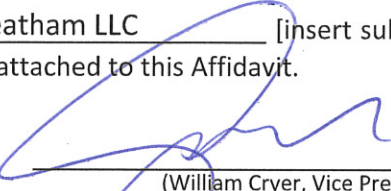


Subcontractor E-Verify Affidavit

I hereby certify that J.W. Cheatham LLC [insert subcontractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of J.W. Cheatham LLC [insert subcontractor company name] proof of registration in the E-Verify system is attached to this Affidavit.



(William Cryer, Vice President)
Print Name: William Cryer, Vice President
Date: 7/31/2024

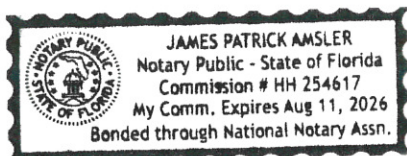
STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this 7/31/24 (date) by WILLIAM CRYER (name of officer or agent, title of officer or agent) of JOHNSON-DAVIS INC. (name of contractor company acknowledging), a FLORIDA (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]

Notary Public





Name typed, printed or stamped

My Commission Expires: 8-11-26

Sworn Statement

PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Town of Jupiter
[print name of the public entity]
by William Cryer, Vice President
[print individual's name and title]
for Johnson-Davis Incorporated
[print name of entity submitting sworn statement]
whose business address is 604 Hillbrath Drive, Lantana, FL 33462

and (if applicable) its Federal Employer Identification Number (FEIN) is:
59-1753888

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn
Statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding or 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 a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

X Neither the entity submitting this sworn statement, nor any 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 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 THIS 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] (William Cryer, Vice President)

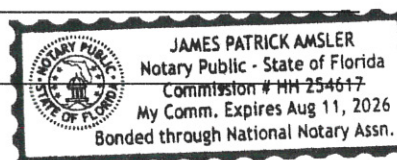
Sworn to and subscribed before me this 31st day of JULY, 2024

Personally known WILLIAM CRYER

OR Produced identification _____ Notary Public – State of FLORIDA

My commission expires 8-11-26

James P. Amster
(Printed typed or stamped commissioned name notary public)



Trench Safety

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The bidder further identifies the costs to be summarized below.

TRENCH SAFETY MEASURE EXTENDED (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	COST
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A. Slope / Shield	LF	2,473	\$3.00	\$7,419.00
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B. _____				
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C. _____				
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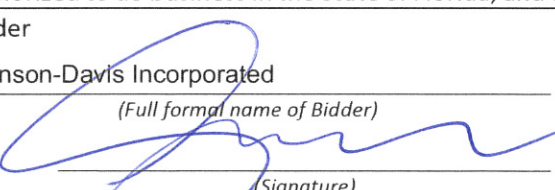
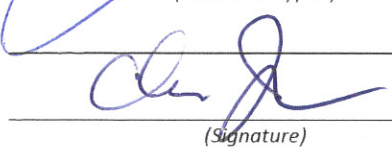
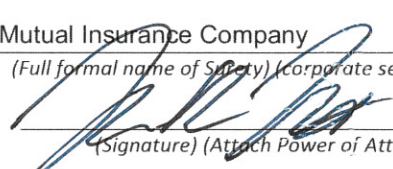
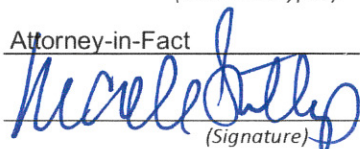
D. _____				
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Failure to complete the above may result in the bid being declared non-responsive.

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PROCEED TO NEXT PAGE

Bid Bond

*This page should be clearly marked with a tab for easy identification during the bid opening process.

BIDDER Name: Johnson-Davis Incorporated Phone: (561) 588-1170 Address (principal place of business): 604 Hillbrath Drive Lantana, FL 33462 Email Address: jatreidis@johnsondavis.com	SURETY Name: Liberty Mutual Insurance Company Phone: (617) 357-9500 Address (principal place of business): 175 Berkeley Street Boston, MA 02116 Email Address: bradley.schramm@libertymutual.com
OWNER Name: Town of Jupiter Phone: 561-746-5134 Address (principal place of business): Town Hall 210 Military Trail Jupiter, FL 33458 Water Treatment Plant 17403 Central Blvd. Jupiter, FL 33458 Email address: Stevenm@jupiter.fl.us	BID Project (name and location): Pennock Industrial and Bush Road Infrastructure Improvements (WS2303/S2314), Jupiter, Florida <i>Bush Rd. drainage is located 300 feet south of Indiantown Rd. on Bush Rd.; the Pennock Industrial Park Infrastructure Improvements are located 600 feet east of Maplewood Dr. on Commerce Ln., Commerce Way E. and Commerce Way W.</i> Bid Due Date: <u>July 31, 2024</u>
BOND	
Penal Sum: 5% of amount bid Date of Bond: July 24, 2024	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative. Surety affirms it is authorized to do business in the State of Florida, and the Town of Jupiter, and as having an Agent resident therein.	
Bidder Johnson-Davis Incorporated (Full formal name of Bidder) By:  (Signature) Name: <u>WILLIAM CRYER</u> (Printed or typed) Title: _____ Attest:  (Signature) Name: <u>CHRIS JOHNSON</u> (Printed or typed) Title: <u>SECRETARY / TREASURER</u>	Surety Liberty Mutual Insurance Company (Full formal name of Surety) (Corporate seal) By:  (Signature) (Attach Power of Attorney) Name: <u>Joshua R. Loftis</u> (Printed or typed) Title: <u>Attorney-in-Fact</u> Attest:  (Signature) Name: <u>Nicole Stillings</u> (Printed or typed) Title: <u>Witness to Surety</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

Bid Bond (continued)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds, Power of Attorney(s), and Certificate(s) of Insurance required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds, Power of Attorney(s), and Certificate(s) of Insurance required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by email with read receipt, personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

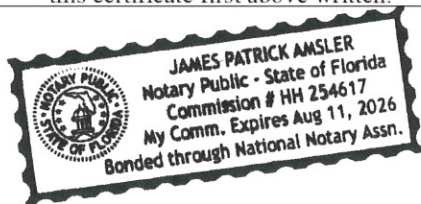
ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF Florida)

COUNTY OF Palm Beach)

On this 31st day of July, in the year 2024, before me personally appeared WILLIAM CRYER,
VICE PRESIDENT of
Johnson-Davis Incorporated, known to me to be
the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in
this certificate first above written.



James P. Amster, Notary Public

My Commission Expires: 8-11-26

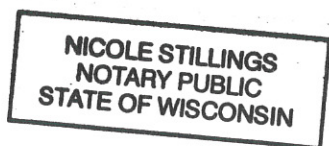
ACKNOWLEDGEMENT OF SURETY

STATE OF Wisconsin)

COUNTY OF Dane)

On this 24th day of July, in the year 2024, before me personally come(s)
Joshua R. Loftis, Attorney-in-Fact of
Liberty Mutual Insurance Company, with whom
I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of
Liberty Mutual Insurance Company, the company described in and
which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal
affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of
said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in
this certificate first above written.



Nicole Stillings, Notary Public

My Commission Expires: 09/19/2026



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8210698 - 190054**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brian J. Oestreich, Colby D White, Emily White, Joshua R. Loftis, Lin Ulven, Melinda C. Blodgett, Michelle Morrison, Nathan Weaver, Nicole Stillings, R. C. Bowman, R. W. Frank, Rachel Thomas, Ross S. Squires, Sandra M. Engstrum, Sarah Dragt, Ted Jorgensen, Tina Domask

all of the city of Minneapolis state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 31st day of August, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 31st day of August, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of July, 2024.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

**Request for Taxpayer
Identification Number and Certification**

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

604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170

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

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

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) JOHNSON-DAVIS INCORPORATED	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 604 HILLBRATH DRIVE	Requester's name and address (optional)
6 City, state, and ZIP code LANTANA, FL 33462		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

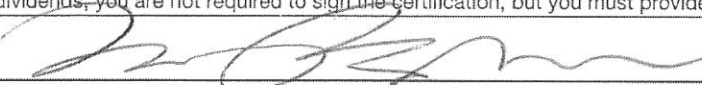
Social security number								
			-					
or								
Employer identification number								
5	9	-	1	7	5	3	8	8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person 	Date 5/14/2024
------------------	---	-----------------------

General Instructions

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

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

What's New

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

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

Purpose of Form

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

STATE OF FLORIDA

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

JOHNSON - DAVIS INCORPORATED

filed in this office on the 6th day of July

19 77.

Charter Number: 538772



GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
7th day of July

19 77.

A handwritten signature in cursive script, reading "Bruce A. Shethan".

SECRETARY OF STATE

CORP. 101 (Corp. 94)
7-13-76

State of Florida

Department of State

I certify from the records of this office that JOHNSON - DAVIS INCORPORATED is a corporation organized under the laws of the State of Florida, filed on July 6, 1977.

The document number of this corporation is 538772.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on November 9, 2021, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventh day of December,
2021*

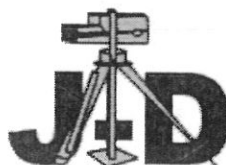


Randy Lee
Secretary of State

Tracking Number: 0516866656CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



JOHNSON-DAVIS INC.
"Construct with Confidence"

CERTIFICATE OF AUTHORIZATION RESOLUTION

The undersigned hereby certifies as follows:

- 1) That at a meeting of the Board of Directors duly noticed and held on January __, 2023 all of the directors of the Company unanimously adopted the resolutions;
 - a. That William C. Cryer is elected or appointed as an officer of the Company with the title of Vice President – Estimating.
 - b. That in addition to any other authorized officer of the Company, William C. Cryer is authorized to execute and deliver for and on behalf of the Company, bids, estimates, contracts, loan documents and general authorizations relating to the Company's providing of goods and services for underground utilities construction, or other services related to the operation of business and bind the Company accordingly; and that, third parties shall be entitled to rely upon a certified copy of this resolution until written notice of modification or rescission of same has been furnished to and received by any such third party.
- 2) That the above resolutions are true and accurate copies of the original resolutions on file in the corporate record book of the Company and that said resolutions remain in full force and effect.

Date this 11 day of JANUARY, 2023.

By [Signature]
Scott Johnson – President

STATE OF FLORIDA)

)ss

COUNTY OF PALM BEACH)

On this 11 day of JANUARY, 2023. Before me personally appeared Scott Johnson
To me known to be the person who executed the foregoing acceptance and acknowledged that
He/She executed the same as His/ Her free act and deed.

NOTARIAL
SEAL

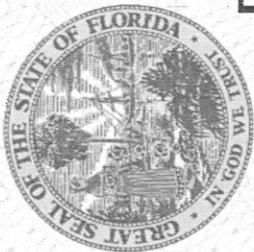


LARISA DITU PELKEY
Commission # HH 178111
Expires January 22, 2026
Bonded Thru Budget Notary Services

My commission as Notary Public in Palm Beach County
expires 01-22-26

[Signature]
Signature





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

JOHNSON, SCOTT JAMES

JOHNSON - DAVIS INCORPORATED
604 HILLBRATH DRIVE
LANTANA FL 33462

LICENSE NUMBER: CUC043087

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

Johnson-Davis Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CRYER, WILLIAM CLARK CLIFFORD

JOHNSON - DAVIS INCORPORATED
604 HILLBRATH DRIVE
LANTANA FL 33462

LICENSE NUMBER: CUC1225299

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

Johnson-Davis Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

CRYER, WILLIAM CLARK CLIFFORD

JOHNSON - DAVIS INCORPORATED
604 HILLBRATH DRIVE
LANTANA FL 33462

LICENSE NUMBER: CFC1430348

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

Johnson-Davis Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252



WALTER PFAFFENBERGER

EDUCATION: **BBA – Business Administration**
Palm Beach Atlantic College, West Palm Beach, FL

EXPERIENCE:

2018 – Present	Johnson-Davis Inc., Lantana, FL Estimator Underground utility construction contractor specializing in water, sewer, storm drainage systems, as well as highway and road construction. Prepare estimates for private and public work as both prime and subcontractor.
2003 – 2018	Johnson-Davis Inc., Lantana, FL Project Manager Company representative at pre-construction and project meetings. Ordered materials, billing, and job coordination for private and public utility projects.
2002 – 2003	Johnson-Davis Inc., Lantana, FL Heavy Equipment Operator
1999 – 2002	J.G. Developers Inc., Pearl River, NY President Researched and selected subdivision lots for homes. Involved in interim finance acquisition, budgeting, contracting, and architect interface on design for single family dwellings. Schedule, monitor, and inspect work.
1997 – 1999	R.D.&P. Construction Corp., Pearl River, NY Construction Manager Estimating, budgeting, and invoicing of commercial and residential site work contracts. Schedule, monitor, and inspect work.

RELATED ACCOMPLISHMENTS:

Class V Fire Sprinkler Contractor
Florida DOT Maintenance of Traffic Advanced Certification

Joseph Bagford

Johnson-Davis Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252



JOHNSON-DAVIS INC.

EDUCATION: Santaluces High, Lantana FL
NUCA Confined Space Entry and Competence Person
Training. OSHA Trench Safety Certified. State of
Florida Class B Water Technician.

EXPERIENCE:

2011 – Present **Johnson-Davis Inc., Lantana, FL**
Superintendent
Underground utility construction contractor specializing in
water, sewer, storm drainage systems, as well as highway
and road construction. Liaison between Project Manager
and Foremen overseeing field operations of storm
drainage, sanitary sewer, water, and force main crews.

2001 – 2011 **Johnson-Davis Inc., Lantana, FL**
Foreman
Field supervision, responsible for 7 to 10 person crew
installing potable water, force main, sanitary sewer, storm
drain, and geo reinforcements.

1999 – 2001 **Centerline Utilities, Jupiter, FL**
Foreman
Field supervision, responsible for 5 to 7 person crew
installing potable water, force main, sanitary sewer, storm
drain, and geo reinforcements.

1988 – 1999 **City of Lake Worth, Lake Worth, FL**
Foreman/Pipelayer/Heavy Equipment Operator
Field supervision and pipelayer of underground
construction crews and heavy equipment operator.

RELATED ACCOMPLISHMENTS:

Diligent professional with 20 years underground construction experience and a proven
knowledge operating heavy equipment.



Major Equipment List
All OWNED by Johnson-Davis, Inc.

ID	DESC	VIN#	ID	DESC	VIN#
Category: 10 WELLPOINT PUMPS			10-0084	10" Wellpoint Pump	14270
10-0001	10 IN. WELLPOINT PUMP	7105	10-999	Rental Pump	
10-0003	10 IN. WELLPOINT PUMP	7568	Category: 11 VACUUM PUMPS		
10-0011	10 IN. WELLPOINT PUMP	7130	10-0100	M5 VAC PUMP	
10-0013	WELLPOINT PUMP 6 IN.	NONE	10-0164	M-3 VACUUM PUMP	
10-0016	WELLPOINT PUMP 10 IN.	8460	11-0005	M-2 VACCUM PUMP	00050
10-0019	WELLPOINT PUMP 10 IN.	7505	11-0053	M-2 VACUUM PUMP	0053
10-0020	WELLPOINT PUMP 10 IN.	8334	11-0100	M10 VACUUM PUMP	100
10-0026	HYDRAULIC PUMP 6 IN.	5654	11-0101	VACUUM PUMP	101
10-0028	JET PUMP , 4 IN. DIESEL	6J66	11-0102	M10 VACUUM PUMP	VP102
10-0030	DOUBLE DIAPHRAGM	4DDL335	11-0131	M5 VACUUM PUMP FOR 10-76	010131
10-0031	WELLPOINT PUMP 10 IN.	JD946068	11-1016	M3 VACUUM PUMP	101689
10-0033	WELLPOINT PUMP 6 IN.	6951033	11-1036	10 INCH VACUUM PUMP	1036
10-0035	WELLPOINT PUMP 8 IN.	US97362X	11-1037	C10 VACUUM PUMP	1037
10-0036	HYDRAULIC PUMP 4 IN.	H-25-D-349	11-1190	M2 VACUUM PUMP	1190
10-0038	WELLPOINT PUMP 8 IN.	U640528Y	11-1240	M3 VACUUM PUMP	1240
10-0040	JET PUMP 4 IN.	None	11-1357	M10 VACUUM PUMP	1357
10-0041	WELLPOINT PUMP 8 IN.	H-40WPLR-D-139	11-1381	M10 VACUUM PUMP	1381
10-0043	TEST PUMP		11-1386	VACUUM PUMP	1386
10-0045	JET PUMP 4 IN.	C.M.E.8291	11-1387	M10 VACUUM PUMP	1387
10-0046	WELLPOINT PUMP 8 IN.	9037	11-1390	M2 VACUUM PUMP	1390
10-0048	6 IN. TRASH PUMP	9065	11-1711	M3 VACUUM PUMP	1711
10-0049	WELLPOINT PUMP 8 IN.	9064	11-1923	M-3 VACUUM PUMP	1923
10-0050	HYDRAULIC PUMP 4 IN.	2657	11-1924	M3 VACUUM PUMP	1924
10-0051	JETPUMP ON WHEELS 4 IN.	4219	11-1941	M3 VACUUM PUMP	1941
10-0052	8 IN. WELLPOINT PUMP	9159	11-2341	M3 VACUUM PUMP	2341
10-0054	8 IN. WELLPOINT PUMP	9181	11-3044	M3 VACUUM PUMP	3044
10-0055	12 IN. HYDRAULIC PUMP	D12SG068T1210	11-3049	VACUUM PUMP	3049
10-0056	8 IN. HYDRAULIC PUMP	325	11-3605	M-10 VACUUM PUM	3605
10-0058	10 IN. WELLPOINT PUMP	9293	11-3737	M2 VACUUM PUMP	3737
10-0059	10 IN. WELLPOINT PUMP		11-3750	M-2 VACUUM PUMP	3750
10-0060	4 IN. HYDRAULIC PUMP	U797253C	11-4268	M3 VACUUM PUMP	4268
10-0061	4 IN. HYDRAULIC PUMP	708	11-4297	VACUUM PUMP	4297
10-0062	8 IN. WELLPOINT PUMP	9220	11-4371	M-3 VACUUM PUMP	4371
10-0063	8 IN. WELLPOINT PUMP	9239	11-4636	VACUUM PUMP	4636
10-0064	4 IN. HYDRAULIC PUMP		11-4840	M-3 VACUUM PUMP	4840
10-0065	WELLPOINT PUMP 6 IN.	6PW-019	11-4841	M3 VACUUM PUMP	4841
10-0066	10 IN. HYDRAULIC PUMP		11-4923	M3 VACUUM PUMP	
10-0067	4 IN. HYDRAULIC PUMP	LD44369U146539	11-5445	M5 VACUUM PUMP	544515
10-0068	4" HYDRAULIC PUMP ON WHEELS	F.P. 8-20	11-6917	C 10" VACUUM PUMP	6917
10-0069	4" HYDRAULIC PUMP ON WHEELS	F.P. 8-19	11-9305	M-3 VACUUM PUMP	9305
10-0070	3" HYDRAULIC PUMP	10HPU-58	11-9487	10" VACUUM PUMP	9487
10-0071	2.5" x 4" JET PUMP ON WHEELS	9500	11-9494	M5 VACUUM PUMP	9494
10-0073	10 inch Roto Flo Wellpoint Pump	26109642 1.1	11-9602	M3 VACUUM PUMP	9603
10-0074	6" Trash Pump	12001	11-9607	M3 VACUUM PUMP	9607
10-0075	8 inch Roto Flo Wellpoint Pump	9010	11-9615	M10 VACUUM PUMP	9615
10-0077	6 INCH HYDRAULIC PUMP POWER UNIT	1318-C	11-9616	C-10 VACUUM PUMP	9616
10-0078	8" HYDRAULIC PUMP	142-C	11-9617	C-10 VACUUM PUMP	9617
10-0079	8" Wellpoint Pump	14237	11-9716	#10 VACUUM PUMP	9716
10-0080	8" Wellpoint Pump	14238	Category: 20 BACKHOES		
10-0081	8" Wellpoint Pump	14239	20-0039	1997 DEWATERING TRENCHER	D97022
10-0082	8" Wellpoint Pump Quiet Pack	14235	20-0040	LIEBHERR BACKHOE	417-4205
10-0083	10" Wellpoint Pump	14269	20-0044	LIEBHERR BACKHOE	651-8110

ID	DESC	VIN#
20-0050	LIEBHERR BACKHOE	924-13441
20-0056	KOMATSU BACKHOE	30099
20-0059	Caterpillar Crawler Excavator	CAT0328DCGTN
20-0060	Caterpillar Crawler Excavator	CAT0336DEW3K
20-0063	2012 JOHN DEERE RUBBER TIRE	1FF220DWHBD4
20-0068	Komatsu PC390LC-10 Excavator	A30203
20-0069	Komatsu PC240LC-11 EXCAVATOR	95106
20-0070	Komatsu PC390LC-11 Excavator	30425
20-0071	Komatsu PC390LC-11 Excavator	A74180
20-0072	Komatsu PC138USLC-11	50542
20-0073	KOMATSU PC290LC-11 EXCAVATOR	A27538
20-0074	Komatsu PC138USLC-11 Excavator	50845
20-0075	Liebherr A900C	66375
20-0077	Cat 323 Excavator	RAZ00754
20-0078	Cat 325FLCR Excavator	NDJ20187
20-0079	Komatsu PC-238 Excavator	05489
20-0080	Komatsu PC-138 Excavator	52349
20-0081	Cat 307E2 Mini-Excavator	307-KC901075
20-0082	John-Deere 350G Excavator	1FF350GXLHF81
20-999	Rental Backhoe	
WR-BH01	Volvo Backhoe (Wakefield Road Boring)	

Category: 25 COMBINATIONS

25-0051	CAT COMBO BACKHOE	BLN11885
25-0052	CAT COMBO BACKHOE	BML05166
25-0067	2013 CAT COMBINATION BACKHOES 420 F	CAT0420FHJWJ0

Category: 30 LOADERS

30-0032	LIEBER LOADER	443-11966
30-0033	VOLVO LOADER L70E	L70EV60803
30-0038	2009 KOMATSU LOADER	65858
30-0039	2009 KOMATSU LOADER	65939
30-0040	950H CATERPILLAR LOADER	CAT0950HVK5K0
30-0042	WA320-6 KOMATSU LOADER	A35279
30-0043	WA-380-7 KOMATSU LOADER	A64171
30-0044	WA200PZ-6 KOMATSU RUBBER TIRE LOAD	KMTWA105C010
30-0045	WA-320-7 KOMATSU LOADER	80194
30-0046	938K CATERPILLAR LOADER	SWL01382
30-0047	WA200-7 KOMATSU LOADER	80392
30-0048	WA380-8 KOMATSU LOADER	A74013
30-0049	Komatsu WA-380-8 Wheel Loader	A74180
30-0050	Cat 906M Wheel Loader	CAT906MCH6600
30-0051	Komatsu WA320-8	85209
30-0052	Komatsu WA270-8 Wheel Loader	A28201
30-0053	Cat 930M Wheel Loader	KTG03806
30-0054	Cat 930M Wheel Loader	KTG04062
30-0055	John-Deere 524L Wheel Loader	1DW524LKLZLKF
30-0056	John-Deere 544L	1DW544LZCKF6
30-999	Rental Loader	

Category: 35 SPECIALIZED EQUIPMENT

35-0001	CRAWLER DOZER	T065HX898018
35-0027	2001 LOADER/BOBCAT	514147010
35-0041	T300 BOBCAT	525415212
35-0061	KUBOTA BACKHOE	30767
35-0064	2012 KUBOTA EXCAVATOR W/RUBTKS/4P	41826
35-0066	2013 KUBOTA EXCAVATOR	74888
35-0067	Cat 305E2 Excavator	H5M07145
35-0068	John-Deere 325G Compact Track Loader	1T0325GMJKJ34
35-999	Rental Mini	

ID	DESC	VIN#
		Johnson-Davis Inc.
		604 Hillbrath Dr.
		Lantana, FL 33462
		Phone: (561) 588-1170
		Fax: (561) 585-3252



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

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

****LOCATED AT****
604 HILLBRATH DRIVE
LANTANA, FL 33462-1656

Johnson-Davis Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
UNDERGROUND UTILITY & EXCAVATION CONTRACTOR	JOHNSON SCOTT J	CUC043087	B23.663190 07/18/2023	\$99.00	B40128242

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



2 - 606

JOHNSON DAVIS INC
JOHNSON DAVIS INC
604 HILLBRATH DR
LANTANA FL 33462-1694

**STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 199306319
EXPIRES: 09/30/2024**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



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

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

****LOCATED AT****
604 HILLBRATH DRIVE
LANTANA, FL 33462-1656

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
CW UNDERGROUND UTILITY & EXCAVATION CONTRACTOR	JOHNSON SCOTT J	CUC043087	B23.663188 07/18/2023	\$185.85	B40128243

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



JOHNSON DAVIS INC
JOHNSON DAVIS INC
604 HILLBRATH DRIVE
LANTANA FL 33462-1656

**STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 199306318
EXPIRES: 09/30/2024**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



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CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

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

****LOCATED AT****
604 HILLBRATH DRIVE
LANTANA, FL 33462-1656

Johnson-Davis Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
UNDERGROUND UTILITY & EXCAVATION CONTRACTOR	CRYER WILLIAM CLARK CLIFFORD	CUC1225299	B23.663376 07/18/2023	\$27.50	B40165959

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



JOHNSON DAVIS INC
JOHNSON DAVIS INC
604 HILLBRATH DRIVE
LANTANA FL 33462-1656

**STATE OF FLORIDA
PALM BEACH COUNTY**
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2020125387
EXPIRES: 09/30/2024

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



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

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

****LOCATED AT****
604 HILLBRATH DRIVE
LANTANA, FL 33462-1656

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
CW UNDERGROUND UTILITY & EXCAVATION CONTRACTOR	CRYER WILLIAM CLARK CLIFFORD	CUC1225299	B23.663377 07/18/2023	\$185.85	B40165958

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



JOHNSON DAVIS INC
JOHNSON DAVIS INC
604 HILLBRATH DRIVE
LANTANA FL 33462-1656

**STATE OF FLORIDA
PALM BEACH COUNTY**
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2020125388
EXPIRES: 09/30/2024

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



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

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

****LOCATED AT****
604 HILLBRATH DRIVE
LANTANA, FL 33462-1656

Johnson-Davis Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
PLUMBING CONTRACTOR	CRYER WILLIAM CLARK CLIFFORD	CFC1430348	B23.663378 07/18/2023	\$27.50	B40165957

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



JOHNSON DAVIS INC
JOHNSON DAVIS INC
604 HILLBRATH DRIVE
LANTANA FL 33462-1656

**STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2020125389
EXPIRES: 09/30/2024**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



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

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

****LOCATED AT****
604 HILLBRATH DRIVE
LANTANA, FL 33462-1656

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
CW PLUMBING CONTRACTOR	CRYER WILLIAM CLARK CLIFFORD	CFC1430348	B23.663379 07/18/2023	\$264.60	B40165956

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



JOHNSON DAVIS INC
JOHNSON DAVIS INC
604 HILLBRATH DRIVE
LANTANA FL 33462-1656

**STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2020125390
EXPIRES: 09/30/2024**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



Village of Royal Palm Beach

Business Tax Receipt
1050 Royal Palm Beach Blvd.
Royal Palm Beach, FL 33411
Tel: (561) 790-5128
Email: btr@royalpalmbeachfl.gov

Johnson-Davis Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

JOHNSON-DAVIS INCORPORATED
604 HILLBRATH DR
LANTANA FL 33462

Business Tax Receipt #: 24-00021867

Dear Business Owner:

This is your new Business Tax Receipt. Please keep the upper portion for your records and detach the bottom of this form. Verify the information and display it conspicuously at your place of business, open to the view of the public.

This Business Tax Receipt is in addition to and not in lieu of any other license or tax required by law or municipal ordinance and is subject to regulations of zoning, health, and any other lawful authority.

Business Tax Receipts may be transferred to a new **owner** when evidence of a sale is provided; the original Business Tax Receipt is surrendered and a transfer fee is paid.

Business Tax Receipts may be transferred to a new **location** when proof of zoning approval is provided; the original Business Tax Receipt is surrendered and a transfer fee is paid.

Business name changes require a new Business Tax Receipt.

This Business Tax Receipt expires on **September 30, 2024**. Renewal notices are mailed at the beginning of July. If you do not receive the notice by the end of July, please let us know.

We hope you have a successful year.

The Village of Royal Palm Beach

**** DETACH AND DISPLAY BOTTOM PORTION ****



VILLAGE OF ROYAL PALM BEACH
1050 ROYAL PALM BEACH BOULEVARD
ROYAL PALM BEACH, FL 33411
REGISTRATION

NO. 24-00021867
DATE: 8/22/23

LOCAL BUSINESS TAX RECEIPT
EXPIRES: SEPTEMBER - 30 - 2024

JOHNSON-DAVIS INCORPORATED
604 HILLBRATH DR
LANTANA FL 33462

DESCRIPTION
CONTRACTOR - UTILITIES

TOTAL FEE
\$.00

DISPLAY IN PLACE OF BUSINESS

LOCATION: OUTSIDE CITY LIMITS

46

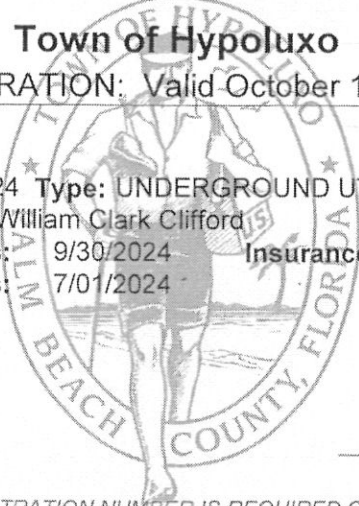
Johnson-Davis Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

Town of Hypoluxo

2024 CONTRACTOR REGISTRATION: Valid October 1, 2023 to September 30, 2024

License: PBCW20125388 **Expires:** 9/30/2024 **Type:** UNDERGROUND UTILITIES **Occupational:** 24-51
Certified: CUC1225299 **Qualifier:** Cryer, William Clark Clifford **Expires:** 8/31/2024 **Ph:** (561) 588-1170
Registration: 24-51 **Expires:** 9/30/2024 **Insurance:** National Fire In **Expires:** 7/01/2024
Workers Comp: Valley Forge Ins **Expires:** 7/01/2024 **Expires:** 9/16/2020

JOHNSON-DAVIS INC (Cryer)
604 Hillbrath Dr
Lantana, FL 33462-1656


Tracy Nutayek
Administrative Clerk

A CURRENT HYPOLUXO REGISTRATION NUMBER IS REQUIRED ON ALL PERMIT APPLICATIONS

LOCAL BUSINESS TAX RECEIPT
TOWN OF LANTANA, FLORIDA

RECEIPT NUMBER: 9300617

Johnson-Davis Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

EFFECTIVE DATE:

10/31/1994

EXPIRATION DATE:

09/30/2024

JOHNSON-DAVIS INC.

604 HILLBRATH DRIVE

LANTANA, FL 33462-1656

BUSINESS LOCATION:

604 HILLBRATH DR

LANTANA, FLORIDA 33462-1656

NAME OF BUSINESS

JOHNSON-DAVIS INC

BUSINESS CLASSIFICATION:

014 - OFFICE

BUSINESS TYPE:

014 - OFFICE

OWNERSHIP TYPE:

INCORPORATED

SPECIAL CONDITIONS

THIS RECEIPT EXPIRES AS SPECIFIED ABOVE

BUSINESS TO BE CONDUCTED IN CONFORMITY WITH AND SUBJECT TO THE PROVISIONS
OF THE ORDINANCES OF THE TOWN OF LANTANA AND THE LAWS OF THE
STATE OF FLORIDA.

THIS RECEIPT MUST BE POSTED IN A CONSPICUOUS PLACE

604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

WILLIAM CRYER
(561)588-1170

TOWN OF MANALAPAN

600 S. OCEAN BLVD. MANALAPAN, FL. 33462

VALID OCTOBER 1, 2023 - SEPTEMBER 30, 2024

BUSINESS TAX RECEIPT

No: 197

Date: 10/06/23

Address: 604 HILLBRATH DR
LANTANA, FL. 33462
Activity: STATE ST OF FL LICENSE
CUC1225299

Issued to: JOHNSON-DAVIS INC
WILLIAM CRYER
604 HILLBRATH DR
LANTANA, FL. 33462



BTR
PENALTY
TRANSFER

TOWN CLERK

PLEASE DISPLAY IN A PROMINENT LOCATION

Memo

Re: Notice of Random Drug Screening

In compliance with the Johnson-Davis, Inc. Drug-Free Workplace Policy, each employee, as a condition of continued employment, is subject to medical or physical examination or tests, including urine drug screen. An employee, who refuses to submit to drug testing, as provided for in this Policy, will be asked to leave the office or project site immediately and the employee will be discharged.

Please complete and sign the attached acknowledgement and authorization form and return to your foreman and/or superintendent. You must proceed to a LabCorp testing center in your local area upon receipt of this notice. (See superintendent for LabCorp locations).

A copy of the Johnson-Davis, Inc. Drug-Free Workplace Policy is also attached for your information and reference. Please keep a copy of this policy along with your employee handbook.

Thank you for your cooperation.

WHAT TO DO ABOUT HARASSING CONDUCT...

An employee who believes he or another Company employee has been subjected to harassing conduct should immediately contact the Human Resources Director. A prompt investigation will be conducted of each and every complaint and appropriate action will be taken. Employees are required to participate in all J-D investigations.

Complaints will be handled confidentially, to the extent possible. The Human Resources Director has the responsibility for investigating and resolving complaints of harassment. In the event of a complaint involving the Human Resources Director, J-D's President should be notified and he will fulfill the investigatory role in this process.

No Retaliation or Reprisals

Employees have a duty to report any harassment they either experience or observe, regardless of whether the alleged harassment is being perpetrated by a J-D employee or any other third party. Under no circumstances will a person be retaliated against because of a bona fide report of harassing conduct.

Drug-Free Workplace

J-D is committed to protecting the safety, health, and well-being of its employees and all individuals who come into contact with its workplace and property, and/or use its products and services. As part of this mission, J-D is committed to maintaining a Drug-Free Workplace.

Substance abuse, which includes the possession, use or sale of illegal drugs or the unlawful use or misuse of lawful substances, including alcohol and prescription drugs, will not be tolerated. J-D also prohibits the illicit use, possession, sale, attempted sale, purchase, attempted purchase, conveyance, distribution, cultivation or manufacture of illegal drugs, intoxicants, or controlled substances in any amount or in any manner. It is a condition of employment at J-D to refrain from using illegal drugs and unlawfully using lawful substances, including alcohol and prescription medicines, and to abide by the guidelines of the Company's Drug-Free Workplace Policy.

Johnson-Davis, Inc.

Harassment, Discrimination and Retaliation Policy

Johnson-Davis, Inc. is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, Johnson-Davis, Inc. expects that all relationships among persons in the office will be business-like and free of bias, prejudice and harassment.

Equal Employment Opportunity

It is the policy of Johnson-Davis, Inc. to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, age, disability, marital status, citizenship or any other characteristic protected by law. Johnson-Davis, Inc. prohibits any such discrimination or harassment.

Retaliation Is Also Prohibited

Johnson-Davis, Inc. encourages reporting of all perceived incidents of discrimination or harassment. It is the policy of Johnson-Davis, Inc. to investigate such reports. Johnson-Davis, Inc. prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports.

Definitions of Harassment

- 1) Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example:
 - submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
 - submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
 - such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

2) Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his /her race, color, religion, sex, sexual orientation, national origin, age, disability, marital status, citizenship or any other characteristic protected by law or that of his/her relatives, friends or associates, and that:

- has the purpose or effect of creating an intimidating, hostile or offensive work environment;
- has the purpose or effect of unreasonably interfering with an individual's work performance; or
- otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer's premises or circulated in the workplace.

Individuals and Conduct Covered

These policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to Johnson-Davis, Inc. (e.g., an outside vendor, consultant or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

Reporting an Incident of Harassment, Discrimination or Retaliation

Johnson-Davis, Inc. encourages reporting of all perceived incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victim of such conduct should discuss their concerns with their immediate supervisor or the Director of Human Resources. See the Complaint Procedure described below.

In addition, Johnson-Davis, Inc. encourages individuals who believe they are being subjected to such conduct promptly to advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. The Company recognizes, however, that an individual may prefer to pursue the matter through informal or formal complaint procedures.

Complaint Procedure

Informal Procedure

If for any reason an individual does not wish to address the offender directly, or if such action does not successfully end the offensive conduct, the individual should notify his/her immediate supervisor or the Director of Human Resources who may, if the individual so requests, talk to the alleged offender on the individual's behalf. In addition, there may be instances in which an individual seeks only to discuss matters with one of the Company's designated representatives, and such discussion is encouraged.

An individual reporting harassment, discrimination or retaliation should be aware; however, that Johnson-Davis, Inc. may decide it is necessary to take action to address such conduct beyond an informal discussion. This decision will be discussed with the individual. The best course of action in any case will depend on many factors and, therefore, the informal procedure will remain flexible. Moreover, the informal procedure is not a required first step for the reporting individual.

Formal Procedure

As noted above, individuals who believe they have been the victims of conduct prohibited by this policy statement or believe they have witnessed such conduct should discuss their concerns with the Director of Human Resources

Johnson-Davis, Inc. encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a pay increase, reassignment, temporary suspension without pay or termination, as Johnson-Davis, Inc. believes appropriate under the circumstances.

If a party to a complaint does not agree with its resolution, that party may appeal to the President of the Company.

False and malicious complaints of harassment, discrimination or retaliation as opposed to complaints which, even if erroneous, are made in good faith, may be the subject of appropriate disciplinary action.

Conclusion

Johnson-Davis, Inc. has developed this policy to ensure that all its employees can work in an environment free from harassment, discrimination and retaliation. The Company will make every reasonable effort to ensure that all concerned are familiar with these policies and aware that any complaint in violation of such policies will be investigated and resolved appropriately.

Any employee who has any questions or concerns about these policies should talk with the Director of Human Resources.

Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion in order to avoid allegations of harassment. The law and the policies of Johnson-Davis, Inc. prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and perquisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further those policies, not to form the basis of an exception to them.

Employee Acknowledgement:

Employee Signature:

Date:

Witness:

Date:



JOHNSON-DAVIS INC. Est. 1977

CORE VALUES

“Construct with Confidence”

SAFETY

01

We value the safety of our employees and our community above all else. Safety is everyone's responsibility.

FAMILY VALUES

02

Family values are the foundation upon which our company was built. We care about the wellbeing of our employees and their families, as they are part of our family. We look out for each other.

RESOURCES

03

The backbone of our company is our experienced, creative, and long-term workforce. Our financial stability, infrastructure, and other resources allow us to take on and successfully complete challenges.

ACCURACY

04

We perform quality work the first time and review it for completeness and accuracy. We do not take short cuts.

INTEGRITY & ACCOUNTABILITY

05

We stand behind our word and honor our commitments. When mistakes occur, we acknowledge our mistakes and constructively participate in the resolution.

RELATIONSHIPS

06

We have established relationships with customers, engineers, government entities, vendors, coworkers, our industry, and the general public. We foster these relationships for mutual success.

DEPENDABILITY

07

We do what we say we are going to do for our customers and our coworkers.

PUNCTUALITY

08

We honor our commitments timely. These commitments include project completion, billing, being prompt for our work shifts and meetings, and vendor payments.

RESPECT

09

We have respect for our work, for the work and ideas of others, and for all those with whom we interact. We support each other in a positive way.

COMMUNICATION

10

We expect and deliver truthful messages timely, accurately, and respectfully. We attentively listen to and recognize the ideas and feelings of others.

TEAMWORK

11

We are all part of the process. We all share in our successes and challenges. We recognize the needs of and provide support to one another.

COMMUNITY

12

We are committed to improving the communities in which we work and live through our construction projects and personal involvement.

APPEARANCE COUNTS

13

We take pride in the appearance of ourselves and our work environment. We keep our work and work environment neat and organized.

MENTORING

14

We lead and train fellow employees, allowing them to reach their highest potential.



Company ID Number: 342241

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Johnson-Davis Inc.	
Scott Johnson	
Name (Please Type or Print)	Title
Electronically Signed	07/09/2010
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	07/09/2010
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Johnson-Davis Inc.
Company Facility Address:	604 Hillbrath Drive
	Lantana, FL 33462
Company Alternate Address:	
County or Parish:	PALM BEACH
Employer Identification Number:	591753888



Company ID Number: 342241

North American Industry Classification Systems Code:	237
Parent Company:	
Number of Employees:	100 to 499
Number of Sites Verified for:	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- FLORIDA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Hernan Parra	Fax Number:
Telephone Number:	(561) 588 - 1170	
E-mail Address:	hparra@johnsondavis.com	
Name:		Fax Number:
Telephone Number:		
E-mail Address:		

Employer	Doing Business As	Account Status	Date Enrolled	Date Terminated	Workforce Size	Number of Hiring Sites	Hiring Site Locations (by state)
J.W. Cheatham, LLC		Open	03/01/2012		20 to 99	1	FL

Showing 1 to 1 of 1 entries.

Enrolling In E-Verify Is Easy! Want To Learn More?

Keywords

[E-Verify search tool](#) [E-Verify participating employers](#) [Data](#)

Last Updated Date: 03/31/2024

Agreement (Contract) Between Owner and Contractor – Revised by Addendum 4

This Agreement (Contract) made this _____ day of _____, _____ by and between the Town of Jupiter, a public agency of the State of Florida hereinafter designated as the “the TOWN” and “OWNER”, and Johnson-Davis, Inc., 604 Hillbrath Drive, Lantana, FL 33462, a Corporation, 59-1753888 (FEIN number) hereinafter designated as “the CONTRACTOR”, in consideration of the mutual covenants hereinafter set forth agree as follows:

ARTICLE 1. WORK.

1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Furnish all labor, equipment and materials necessary to improve the drainage and water distribution systems within Pennock Industrial Park and along the north end of Bush Road. The work includes, but is not limited to:

Pennock Industrial Park Infrastructure Improvements

- Removing and replacing a Type “E” catch basin utilizing two 5’ sections of 15” RCP with concrete collars to tie-in to existing 15” RCP storm drain culverts; furnishing and installing twelve (12) Type “C” ditch bottom inlets connected with +/- 460 LF of 15”/18” RCP and +/- 1,368 LF of 15”/18” slotted RCP exfiltration trench; removing +/- 182 LF of failing 60-inch HDPE drainage pipe and exfiltration trench and replacing it with +/- 182 LF of 60-inch RCP and slotted RCP exfiltration trench. An additional drainage improvement includes installing +/- 400 LF of 18”/24” Cured-In-Place Pipe liner,
- Removal and replacement of six (6) hydrant assemblies including furnishing and installing five (5) 8” distribution isolation gate valves with thrust collars, and deflection if necessary of the water main around or under proposed drainage.
- Removal and replacement of Type “D” curb, header curb, concrete and asphalt roadway turnouts, six (6) asphalt roadway crossings, roadway lane repair, roadway edge repair, collector roadway shoulder stabilization, roadway mill and resurfacing, swale grading and sodding.

Bush Road Drainage Improvements

- Removing and replacing two (2) Type “C” inlets utilizing three 5’ sections of 18” RCP with concrete collars to tie-in to existing 18” RCP storm drain culverts; furnishing and installing two (2) Type “C” ditch bottom inlet and two type “J” inlets with 8” top slabs connected with +/- 195 LF of 15”/18” RCP, and +/- 170 LF 15” slotted RCP exfiltration trench.
- Deflecting, if necessary the 6” ductile iron pipe water main in two locations.
- Removal and replacement of four (4) concrete flumes, concrete sidewalk, Type “F” curb and gutter, concrete and asphalt roadway turnouts, and removal and re-installation of pedestrian railing; two (2) asphalt roadway crossings, roadway lane repair, roadway edge repair, collector roadway shoulder stabilization, roadway mill and resurfacing, swale grading and sodding.

Also included in the work is notification to affected property owners, temporary traffic control, coordination with Town staff to isolate portions of the distribution system, backfill, compaction, inspection, disinfection, testing, same day restoration to restore the business water services and property access, rough grading, fine grading, sodding all disturbed areas, and all other restoration to like or better conditions required by the Contract for these improvements. It is the intent of this work to provide all necessary components and appurtenances described by the Bid Documents that are required to provide complete and operational Town of Jupiter storm water and water distribution systems within the Pennock Industrial Park and along Bush Road.

1.2 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **PENNOCK INDUSTRIAL AND BUSH ROAD INFRASTRUCTURE IMPROVEMENTS (WS2303/S2314) FOR THE TOWN OF JUPITER UTILITIES, JUPITER, FLORIDA**

ARTICLE 2. ENGINEER.

- 2.1 The Project has been designed by the following:
Hazen & Sawyer, 2101 NW Corporate Blvd, #301, Boca Raton, FL 33431
- 2.2 The Town of Jupiter will administer the contract during the construction phase.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will have substantial completion dates and final completion dates after the date when the Contract Time commences to run as provided in Article 4 of the General Conditions, and as outlined below. The work will be completed and ready for substantial and final payments in accordance with Article 15 of the General Conditions and as outlined below:

Substantial Completion: 300 calendar days from Notice to Proceed

Final Completion: 330 calendar days from Notice to Proceed

- 3.2 OWNER defines Substantial Completion and Final Completion in accordance with Article 1 of the General Conditions, Article SC-1 of Supplementary Conditions, and as described below in Article 6. Project Closeout of this Agreement
- 3.3 The Final Completion date will be adjusted by OWNER, as required, such that CONTRACTOR is provided thirty (30) calendar days after the delivery date of the Punch List to complete all remaining items required to render complete, satisfactory and acceptable all Work of the Contract and as described below in Article 6. Project Closeout of this Agreement.
- 3.3 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (But not as a penalty) CONTRACTOR shall pay OWNER Seven Hundred and Fifty 00/100 dollars (\$750.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion until the Work is substantially complete, and Five Hundred 00/100 dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.1 above from the date of final completion until the work has reached final completion. Liquidated damages under this Contract shall be applied to each Contract Completion date (Substantial and Final) individually and accrue until such time as the Work achieves Substantial and Final Completion, as required, by the Contract.
- 3.4 OWNER may withhold payment to compensate for liquidated damages either by increasing the amount of money being held in retainage or deducting the amount due in Liquidated Damages as set-off from payment applications. Liquidated damages under this Contract will be applied to each Substantial Completion and Final Completion date identified in Article 3.1 of this Agreement, or as represented in any subsequent executed change order to this Contract for changes in Contract Time, in accordance with Article 11.08 of the General Conditions.

ARTICLE 4. CONTRACT PRICE.

- 4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds according to the Contract Unit Prices.

ARTICLE 5. PAYMENT PROCEDURES.

- 5.1 Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for payment will be processed by OWNER as provided in the General Conditions.
- 5.2 The undersigned, acknowledges that payments made by the Town of Jupiter will be made via electronic funds transfer (EFT) and vendor will provide the Town of Jupiter with the information required to make EFT payments.
- 5.3 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment within 20 business days of receipt of each monthly approved application for payment during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the agreed upon schedule of values provided for in Articles 2 and 15 of the General Conditions.
- 5.4 Progress payments will be made in an amount equal to: 95% of the Work completed, and 95% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made. Owner is not obligated to pay for stored materials and may choose to withhold payment until materials are incorporated into the Work.
- 5.5 Upon issuance of the Certificate of Substantial Completion and delivery of an approved Punch List in accordance with Article 15 of the General Conditions, OWNER will increase payment for the remaining value of Work completed less an amount equal to 150 percent of the cost to complete the items of the Punch List in accordance with Chapter 218.735 F.S. OWNER and CONTRACTOR shall agree to the costs to complete each item on the Punch List, which may be no less than 2% of the total value of the Contract. Based on this, progress payments will be made in an amount equal to 97% of the Work completed less the aggregate of payments previously made unless liquidated damages are due. OWNER at its discretion may further increase payments to 98% of the work completed upon Substantial Completion. Owner is not obligated to increase payments to 98% of work completed.
- 5.6 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 15 of the General Conditions, OWNER shall pay the remainder of the Contract Price as provided in said Article 15 of the General Conditions unless liquidated damages are due.

ARTICLE 6. PROJECT CLOSEOUT.

- 6.1 Substantial Completion. CONTRACTOR shall submit to OWNER a written request for substantial completion with an initial draft of punch list items to be completed or corrected before final payment in accordance with Article 15 of the General Conditions.
- 6.2 Inspection of Work. Within thirty (30) calendar days of CONTRACTOR request for substantial completion, OWNER, CONTRACTOR, ENGINEER and other Agencies as required shall make an Inspection of the Work to determine status of completion in accordance with Article 15 of the General Conditions. OWNER, upon agreement that work is considered substantially complete, will review and revise, as needed, CONTRACTOR's draft of punch list, and deliver a Certificate of Substantial Completion and Punch List to the CONTRACTOR within (5) calendar days of the Inspection of the Work. OWNER shall increase payment as described in Article 5 of the Agreement.
- 6.3 The Certificate of Substantial Completion shall fix the date of the project's Substantial Completion. OWNER shall withhold liquidated damages as described in Article 3 of the Agreement for each day that surpasses the Contract Substantial and Final Completion dates.

6.4 Completion of the Punch List. After Substantial Completion, CONTRACTOR shall promptly begin work on the punch list of items. OWNER shall provide thirty (30) calendar days, from the date of delivery of the Punch List, to complete remaining Work of the Contract including the punch list. OWNER shall withhold liquidated damages as described in Article 3 of the Agreement for each day that surpasses the Contract Final Completion date.

6.5 Final Inspection. CONTRACTOR shall notify OWNER in writing that the entire Work of the Contract is complete and OWNER shall complete final inspection in accordance with Article 15 of the General Conditions.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS. In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Article 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

7.5 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof is acceptable to CONTRACTOR.

ARTICLE 8. CONTRACT DOCUMENTS.

8.1 The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

- 8.1(a) Table of Contents
- 8.1(b) Table of Contents – Technical Specifications & Appendices
- 8.1(c) Legal Advertisement / Invitation to Bid
- 8.1(d) Instructions to Bidders
- 8.1(e) Proposal (Including List of Subcontractors and Qualification Requirements)
- 8.1(f) Contractor Safety Qualification Form
- 8.1(g) Contractor E-Verify Affidavit Form
- 8.1(h) Subcontractor E-Verify Affidavit Form
- 8.1(i) Sworn Statement
- 8.1(j) Trench Safety
- 8.1(k) Bid Bond
- 8.1(l) Notice of Intent to Award

- 8.1(m) Notice of Award
- 8.1(n) Agreement (Contract) between OWNER and CONTRACTOR
- 8.1(o) Payment Bond
- 8.1(p) Performance Bond
- 8.1(q) Opinion of Town Attorney
- 8.1(r) Notice to Proceed
- 8.1(s) General Conditions (EJCDC Standard General Conditions (2018 Edition), inclusive)
- 8.1(t) Supplementary Conditions
- 8.1(u) Any Modifications, including Change Orders, duly delivered after execution of Agreement.
- 8.1(v) Technical Specifications including Appendices bearing the title: Pennock Industrial and Bush Road Infrastructure Improvements (WS2303/S2314)
- 8.1(w) Drawings bearing the title: Pennock Industrial and Bush Road Infrastructure Improvements (WS2303/S2314)

8.2 There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a modification described in Article 1 of the General Conditions of the Contract.

ARTICLE 9. MISCELLANEOUS.

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 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 and lower tier subcontractors. The Contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
- 9.5 This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The Contractor acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.
 - 9.5(a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested

records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

9.5(b) If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

9.5(c) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

9.5(d) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2469, HALEYJ@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.**

9.6 This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 448, Florida Statutes, which provides for General Labor Regulations, and specifically Section 448.095, Employment Eligibility. The Contractor acknowledges its legal obligation to comply with § 448.095, Florida Statutes.

9.6(a) Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verifv.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.

9.6(b) Subcontractors -

(i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

(iii) Contractor shall provide a copy of all subcontractor affidavits to the Town upon receipt and shall maintain a copy for the duration of the Agreement.

9.6(c) Contractor must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration is in the E-Verify system.

9.6(d) Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the Town. Contractor shall be liable for all costs incurred by the Town to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

IN WITNESS WHEREOF, the parties hereto have signed two (2) copies of this Agreement. At least one counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:

Jim Kuretski, Mayor

(TOWN SEAL)

ATTEST

Laura E. Cahill, Town Clerk

CONTRACTOR

Johnson-Davis, Inc.
604 Hillbrath Drive
Lantana, FL 33462

William Cryer, Vice President

(CORPORATE SEAL)

ATTEST

PRINT NAME AND POSITION



Hazen and Sawyer
2101 Corporate Boulevard, Suite 301
Boca Raton, FL 33431 • 561.997.8070

August 8, 2024

Amanda Barnes, PE,
Director of Utilities
Town of Jupiter
17403 Central Blvd.
Jupiter, FL 33458

**Re: Pennock Industrial and Bush Road Infrastructure Improvements (WS2303/S2314)
Recommendation to Award**

Dear Ms. Barnes:

Hazen and Sawyer (Hazen) has reviewed the bid proposal documents opened on July 31, 2024 for the subject project as summarized in the attached Bid Tabulation. The Town provided the proposal of the apparent lowest bidder, Johnson Davis, Inc. for review. The bid proposal was evaluated for the proposed Contractor's overall technical ability to perform the work proposed by our design documents. All requested proposal items were submitted.

We have reviewed references identified by the bidder. Based on our review, we consider this contractor responsible and qualified to perform the work described in the contract documents. As such, we recommend that the Pennock Industrial and Bush Road Infrastructure Improvements project (WS2303/S2314) contract be awarded to Johnson Davis, Inc.

We appreciate the opportunity to assist the Town with this important project. Should you have any questions or require further information, please do not hesitate to contact our office.

Very truly yours,

A handwritten signature in blue ink, appearing to read "David A. Barnett".

David A. Barnett, PE
Senior Associate

Attachment: ITB Bid Tabulation

Job no 44250-040

Pennock Industrial Park & Bush Road Water & SW Infrastructure Improvements (WS2303 & S2314)
Updated 8/8/2024

Funding Sources	Water	Stormwater	Totals
Pennock Industrial Park FY2023 Adopted CIP Water R&R (W2303)	\$ 98,345.00		\$ 98,345.00
Pennock Industrial Park FY2023 Adopted CIP SW R&R (S2303)		\$ 1,044,568.00	\$ 1,044,568.00
Pennock Industrial Park LRPI Grant (LPA0310)		\$ 75,000.00	\$ 75,000.00
Bush Road FY2023 Adopted FY2023 CIP (S2314)		\$ 185,127.00	\$ 185,127.00
Bush Road LRPI Grant (LPA0713)		\$ 100,255.00	\$ 100,255.00
SW Asset Maintenance CIP (Acct. S1290)	\$ -	\$ 384,000.00	\$ 384,000.00
SW System Rehabilitation CIP (Acct. S1009)	\$ -	\$ 353,565.00	\$ 353,565.00
Total Project Appropriations	\$ 98,345.00	\$ 2,142,515.00	\$ 2,240,860.00
Expended & Encumbered to Date			
Pennock Industrial - Design, Permitting & Bid Phase Services	\$ (7,528.42)	\$ (92,755.58)	\$ (100,284.00)
Pennock Industrial Permit Fees	\$ (250.00)	\$ (125.00)	\$ (375.00)
Pennock Industrial Bid Advertisement	\$ (133.54)	\$ (133.54)	\$ (267.08)
Bush Road - Design, Permitting & Bid Phase Services		\$ (43,718.00)	\$ (43,718.00)
Bush Road Permit Fees		\$ (275.00)	\$ (275.00)
Bush Road Bid Advertisement		\$ (133.54)	\$ (133.54)
Total Expended & Encumbered to Date	\$ (7,911.96)	\$ (137,140.66)	\$ (145,052.62)
Remaining Anticipated Expenses			
Johnson Davis Construction Contract	\$ (276,975.11)	\$ (1,784,924.89)	\$ (2,061,900.00)
Engineering Construction Phase Services	\$ (5,000.00)	\$ (22,500.00)	\$ (27,500.00)
Materials Testing Services During Construction	\$ (3,023.00)	\$ (19,207.00)	\$ (22,230.00)
Permit Fees	\$ (150.00)	\$ (250.00)	\$ (400.00)
Construction Contingency (10%)	\$ (27,697.51)	\$ (178,492.49)	\$ (206,190.00)
Sub-Total, Remaining Anticipated Expenses	\$ (312,845.62)	\$ (2,005,374.38)	\$ (2,318,220.00)
Total Project Need	\$ (320,757.58)	\$ (2,142,515.04)	\$ (2,463,272.62)
Budget Deficit	\$ (222,412.58)	\$ -	\$ (222,412.62)
Budget Transfer			
Water Renewal and Replacement Fund to Pennock Ind. Park (Acct. W2303)	\$ 222,413.00	\$ -	\$ 222,413.00
Total Amended Project Budgets	\$ 320,758.00	\$ 2,142,515.00	\$ 2,463,273.00

TOWN OF JUPITER
Approving a purchase order to All Florida Contracting, LLC for Generator Fuel Tank Replacement



DATE	August 20, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Approving a purchase order to All Florida Contracting, LLC for Generator Fuel Tank Replacement (WS2431) in the amount of \$72,000.00

EXECUTIVE SUMMARY

Staff requests approval of a \$72,000.00 purchase order to All Florida Contracting, LLC of Coral Springs, Florida for replacement of the emergency generator diesel fuel storage tank located at the Utilities Field Operations facility.

The existing 2,400-gallon diesel fuel storage tank that supports the emergency generator was installed in 2001 and has been repaired multiple times over the years due to steel corrosion. The most recent repair, completed in 2021, recommended that the fuel tank be replaced due to its poor condition. Since then, the tank has experienced another failure, allowing water to enter the tank and mix with the diesel fuel, rendering the fuel unusable. A temporary fuel tank is currently being used to safely store fuel for the emergency generator. Because the existing steel fuel tank physically supports the emergency generator and its structural integrity is now compromised, the fuel tank should be replaced. The scope of work for this project includes permitting, disposal of the unusable diesel fuel, removal and disposal of the existing sub-base fuel tank, furnishing and installing a new 1,200-gallon double wall pedestal above ground steel fuel storage tank, removal and re-installation of the existing generator, initial supply of diesel fuel, operational testing, and all other work required to provide a fully functional system.

The new diesel fuel tank is proposed to be half the volume of the original tank, allowing for increased fuel turnover. The lower capacity is expected to be sufficient for emergency operations at the Utility Field Offices since the facility no longer functions as the Town's Emergency Operations Center. Originally, the Utilities Field Operations facility possessed an emergency potable well with a water treatment system, which has since been abandoned, and additional IS server equipment, which is no longer in service. Generally, the electric load on the emergency generator is less than 25% of the generator's capacity, so 1,200 gallons of diesel fuel should provide at least one week's supply of emergency power.

A solicitation requesting quotations for the Utilities Field Operations facility Generator Fuel Tank Replacement (WS2431) was publicly advertised on DemandStar in accordance with the Town's Procurement Policy. Three sealed quotes were received and opened publicly on July 30, 2024. The lowest bid was submitted by All Florida Contracting, LLC, of Coral Springs, Florida, in an amount of \$72,000.00. All Florida Contracting's proposal was reviewed and found to be responsive to the bid requirements. All Florida's quotation is nearly 14% lower than the next lowest bid. A detailed bid tabulation is attached. All Florida Contracting has done similar work for other municipalities and water systems successfully and comes highly recommended.

Funds were budgeted and are available in the adopted FY2024 Water Field and Stormwater operating budgets, with a cost share of 60% from Water Field and 40% from Stormwater. Applying the 60/40 cost share to All Florida Contracting's total price of \$72,000, results in \$43,200 from Water Field and \$28,800 from Stormwater. Provided purchase order approval is obtained as a result of this request, it is expected that replacement of the fuel tank will be completed by January 2025.

ANALYSIS

All Florida Contracting, LLC's quote submitted on July 30, 2024, for Generator Fuel Tank Replacement (WS2431) is responsive to the bid requirements and suitable for issuing a purchase order for an amount of \$72,000.00, with a cost share of 60% (\$43,200) from Water Field and 40% (\$28,800) from Stormwater. Funding was budgeted and is available in the FY2024 Water Field and Stormwater operating budgets as shown in the funding table below.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. WS2431 Detailed Bid Tabulation
2. WS2431 Quote submitted by All Florida Contracting, LLC
3. WS2431 Request for Quotes Bidding Document

FUNDING SOURCE

Approved in Budget	\$104,682	Source: Water Field, Building Janitorial (Acct. 40050233-546004)
Approved in Budget	\$42,910	Source: Stormwater Admin, Repairs & Maintenance (Acct. 41050038-546000)
Additional Funding Requested		Sources:

For more information or to request attachments, please contact Haley Johnson at haleyj@jupiter.fl.us and/or 561-741-2469.



Town of Jupiter Utilities
Generator Fuel Tank Replacement (WS2431)
July 30, 2024 2:15pm Quote Opening

VENDOR				All Florida Contracting Services, LLC		Tank Wizards Inc.		Lutz Petroleum Equipment Installations, Inc.	
ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE
Quote Schedule of Values									
1	Consideration for Indemnification	LS	1	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
2	Removal and disposal of spent diesel fuel from existing tank	LS	1	\$4,000.00	\$4,000.00	\$1.50	\$1.50	\$2,400.00	\$2,400.00
	Removal and disposal of existing 2,400 gallon steel sub-base								
3	diesel fuel tank	LS	1	\$12,000.00	\$12,000.00	\$7,865.00	\$7,865.00	\$5,000.00	\$5,000.00
4	Furnish and install new 1,200 gallon sub-base fuel tank	LS	1	\$51,100.00	\$51,100.00	\$75,361.00	\$75,361.00	\$142,900.00	\$142,900.00
5	Supply and install clean diesel fuel into new tank	LS	1	\$4,800.00	\$4,800.00	\$5.00	\$5.00	\$6,000.00	\$6,000.00
Total Amount Quoted (Item Nos. 1-5) =					\$72,000.00		\$83,332.50		\$156,400.00

Quote Form
Schedule of Values

**This page should be clearly marked with a tab for easy identification during the quote opening process.*

Company's Name: All Florida Contracting Services, LLC

Generator Fuel Tank Replacement (WS2431)

Item No.	Item Description	Quantity	Unit	Unit Price	Extended Value
1	Consideration for Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
2	Removal and disposal of spent diesel fuel from existing tank	1	LS	\$ <u>4,000.00</u>	\$ <u>4,000.00</u>
3	Removal and disposal of existing 2,400 gallon steel sub-base diesel fuel tank	1	LS	\$ <u>12,000.00</u>	\$ <u>12,000.00</u>
4	Furnish and install new 1,200 gallon sub-base fuel tank	1	LS	\$ <u>51,100.00</u>	\$ <u>51,100.00</u>
5	Supply and install clean diesel fuel into new tank	1	LS	\$ <u>4800.00</u>	\$ <u>4,800.00</u>
Total Price (Items 1-5) =					\$ <u>72,000.00</u>

Total Price (Items 1-5) in Words: Seventy Two Thousand Dollars

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Quote Form (Continued)

If awarded the Work, the undersigned agrees to attend a pre-construction meeting with the Owner and initiate work within fifteen (15) calendar days from the date of Owner issued Work Authorization, and to fully complete all necessary work within the time limits specified below.

Final Completion: 120 calendar days from Date of Work Authorization

The under signed agrees that all project documents issued for this work, including addenda, have been reviewed and site visits performed, as necessary to provide a comprehensive quote. The undersigned acknowledges receipt of 2 (insert number) Addenda for this work.

The undersigned hereby declares that the only Persons, company, or parties interested in this Quote to be entered into, as principals, are named herein; and that this Quote is made without connection with any other person, company, or parties making a Quote; and that it is in all respects fair and in good faith without collusion or fraud.

The undersigned hereby declares he/she has carefully and to his/her full satisfaction examined this Request for Quotes including all associated documents, including instructions, specifications, drawings, addenda, and has fully examined the project site and hereby agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the prosecution and completion of the work.

The undersigned acknowledges that payments made by the Town of Jupiter will be made via electronic funds transfers (EFT) and vendor will provide the Town of Jupiter with the information required to make EFT payments.

The undersigned 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 work and in furtherance thereof may demand and obtain records and testimony from the bidder and its subcontractors and lower tier subcontractors. The bidder understands and agrees that in addition to other remedies and consequences provided by law, the failure of the bidder or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested any be deemed by the municipality to be a material breach of this proposal justifying its termination.

Questions concerning this project shall be directed to Jonathan Batista, P.E. in writing by email Jonathanb@jupiter.fl.us.

The Town of Jupiter reserves the right to waive any irregularities and to reject any and all quotes. The Town of Jupiter is an equal opportunity employer.

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Quote Form (Continued)

The undersigned states that this quote is the only quote for this project in which he is interested and certifies that all of the information provided in this quote is true and correct.

SUBMITTAL DATE 07/30/2024

COMPANY NAME All Florida Contracting Services, LLC

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) 26-3789060
(if the entity has no FEIN, include the Social Security Number of the individual signing this Proposal
_____.)

SIGNATURE OF RESPONSIBLE OFFICIAL 

PRINT NAME AND TITLE OF RESPONSIBLE OFFICIAL President

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL mcox@afcs-co.com

BUSINESS ADDRESS 3814 NW 126th Avenue, Coral Springs, FL 33065

BUSINESS TELEPHONE 954-775-7767

STATE OF INCORPORATION Florida

FULL NAMES AND ADDRESSES OF PERSONS/PARTIES INTERESTED IN THE FOREGOING QUOTE, AS PRINCIPALS:

Michael Cox 5677 NW 117th Avenue, Coral Springs, FL 33076

FULL NAME, TITLE, EMAIL ADDRESS, AND PHONE NUMBER OF PERSON MANAGING THE WORK UNDER THIS CONTRACT:

Michael Cox President mcox@afcs-co.com 954-775-7767

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Contractor E-Verify Affidavit

I hereby certify that All Florida Contracting Services, LLC [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of All Florida Contracting Services, LLC [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.



Print Name: Michael Cox

Date: 07/29/2024

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this 07/29/24 (date) by Michael Cox (name of officer or agent, title of officer or agent) of All Florida Contracting Services, LLC (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]



Notary Public



Name typed, printed or stamped

My Commission Expires: 6-7-24

Subcontractor E-Verify Affidavit

I hereby certify that All Florida Contracting Services, LLC [insert subcontractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of All Florida Contracting Services [insert subcontractor company name] proof of registration in the E-Verify system is attached to this Affidavit.



Print Name: Michael Cox

Date: 07/29/2024

STATE OF FLORIDA

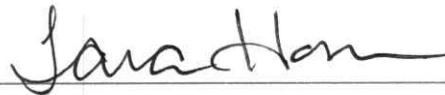
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this 07/29/24 (date) by Michael Cox (name of officer or agent, title of officer or agent) of All Florida Contracting Services, LLC (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]



Notary Public



Name typed, printed or stamped

My Commission Expires: 6-7-24



PAST PERFORMANCE WORK

City of Tamarac Project: LS 16A, 24, 37, 2E Generator Additions 7525 NW 88th Avenue, Tamarac, FL 33321 Contact: Christopher Lyle 954-597-3704 Christopher.lyle@tamarac.org Description: Installation of four (4) new Emergency Standby diesel engine generator sets at Lift Stations 16A, 34, 37 and 2E. In addition: installation of seven (7) new Automatic Transfer Switches and main facility breakers at Lift Stations 16A, 34, 37, 2E, 2A, 18 and 18B. Year Completed: 2024 Contract Price: 616,300 Project Manager: Chuck Toby – Superintendent – Shawn Jacobs	Village of Palm Springs Project: R.L. Pratt Water Treatment Plant Generator Replacement 5618 Basil Drive, West Palm Beach, FL Contact: Walter Sanchez wsanchez@vpsfl.org Description: Install a new emergency generator at the Village of Palm Springs R.L. Pratt Water Treatment Plant (WTP) including new fuel day tank, transfer pumps, muffler, building louvers, appurtenances, and restoration items. Year Completed: 2023 Contract Price: 380,200 Project Manager: Terry Daugherty Superintendent: Shawn Jacobs
City of Miramar Project: Generator Replacement for Lift Station 6,7 & C 2300 Civic Center Place, Miramar, FL Contact: Jim Frawley – 954-548-0378 jfrawley@miramarfl.gov Description: Installation of (3) generators. 180KW, 150KW, and 80KW. Install Transfer switch, tank, and associated equipment. Drawing by AFCS Year Completed: 2022 Contract Price: 315,818 Project Manager: Chuck Toby Superintendent – Shawn Jacobs	City of Clewiston Project: City of Clewiston WWTP Genset Project 115 West Ventura Avenue, Clewiston FL 33440 Contact: William Saum 239-461-2414 whs@johnsoneng.com Description: Installation 230 KW generator, auto transfer switch and all associated equipment. Year Completed: 2022 Contract Price: 68,100 Project Manager: Terry Daugherty
City of Port St. Lucie Project: Replacement of Emergency Generator at Port St. Lucie City Hall 121 SW Port St. Lucie, Port St. Lucie, FL 34984 Contact: Roger Jacob 772-281-9252 Roger.jacob@cityofpsl.com Description: Installation of 1500KW generator, civil work, duct banks, architectural louvers for City Hall. Year Completed: 2022 Contract Price: 1.3M Project Manager: Chuck Toby Superintendent: Shawn Jacobs	City of Broward Project: Emergency Operation Center Generator Replacement 115 S. Andrews Ave, Rm A550, Ft. Lauderdale, FL Contact: Richard Luce – 954-357-7035 rluce@broward.org Description: Replace (2) 1 MW indoor units, built out generator room, install stainless steel exhaust 30 feet vertically up the wall. Project Completion Date: 2021 Contract Price: \$863,450.00 Project Manager: Terry Daugherty – Superintendent – Shawn Jacobs

All Florida Contracting Services

3814 N.W. 126th Avenue, Coral Springs, FL 33065

954-775-7767

Fax# 954-753-3122



City of Lauderdale Project: WTP Generator Auxiliary Connector 5581 West Oakland Boulevard, Suite 421, Lauderdale, Florida Contact: Martin Cala 954-649-9700 jimcala@lauderdale-fl.gov Description: Furnish and install an auxiliary generator connection and associated electrical equipment. Year Completed: 2022 Contract Price: 448,500 Project Manager: Terry Daugherty	City of Pompano Beach Project: WTP Transfer Pump Station Improvements 1201 NE 5th Avenue, Pompano Beach, FL Contact: Christopher Schlageter 954-786-0422 Christopher.Schlageter@copbfl.com Description: Replace electrical switchgear, replace (5) 50 Horsepower pumps, Replace VDF. Electrical duckbank work, installation of pad mounted transformer and associated equipment. Year Completed: 2021 Contract Price: 2.4M Project Manager: Chuck Toby & Terry Daugherty
Shiff Construction Project: Midport Generator Replacement/City of Hollywood 1850 Eller Drive, Hollywood, FL 33316 Contact: Kurt Bennett – 954-524-2575 kurt@shiff.com Description: Installation of two (2) generators. 100KW and 350KW. Install transfer Switch and associated electrical equipment. Year Complete 2021 Contract Price: \$81,244 Project Manager: Chuck Toby	City of Deerfield Project: Well 19 Mechanical and Electrical Equipment Replacement 772 Military Trail, Deerfield Beach, FL Contact: Roland Domingues 954-931-2818 rdomingues@deerfield-beach.com Description: Installation of 200 KW generator and installation of 125 HP, Submersible pump. Installation of new motor control center, VDF, and auto transfer switch. Year Completed: 2020 Contract Price: \$533,337 Project Manager: Terry Daugherty
Assurant TECH Building A & B – Homestead 11222 Quail Roost Dr, Homestead, FL Project: Emergency Generator Upgrades Contact: Pierre Girard, 954-347-1167 Shortbrothers Construction 4611 S. University Dr. Ste 244, Davie, FL 33328 shortbrothers@comcast.net Description: Installation of (2) 1 MW indoor generators and exhaust work including a build-out of the generator room. In addition, the installation of new switchgear, fuel system, and associated equipment.	Broward County 1A WTP Project: WTP 1A Electrical Switchgear Replacement 3701 State Road 7, Lauderdale Lake, FL Contact: William (Pat) Mitchell 954-831-0958 wmitchell@broward.org Description: Replacement and upgrade of an existing medium voltage main electrical switchgear, high service, transfer pump motor starter, generator paralleling switchgear, lightning protection grounding, trenching, conduit, feeders, cabling, controls, flooring, and HVAC. Year Completed: August 2018 Contract Price: \$ 1.5M Project Managers – Chuck Toby - Superintendent - Shawn Jacobs

954-775-7767
Fax# 954-753-3122

All Florida Contracting Services
3814 N.W. 126th Avenue, Coral Springs, FL 33065



Assurant Building B Project: Emergency Generator Upgrades Contact: Pierre Girard, 954-347-1167 Shortbrothers Construction shortbrothers@comcast.net Description: Supply and installation of (3) 500 KW generator sets, 30' X 50' concrete pad, paralleling switchgear, transformers, fuel system, cabling, Power Mgmt, programming, duct bank work, (3) 3000 Gallon fuel tanks. Contract Price: 2,175,356 for both A & B Buildings Project Manager – Chuck Toby & Terry Daugherty Superintendent – Shawn Jacobs	South Florida Water Management Project: S123 & S322D Generator Replacement Contact: Jesse VanKyn – 561-682-2605 3301 Gen Club Road, West Palm Beach, FL 33406 jvancek@sfwmd.gov Description: Replacement of (2) generators, transfer switch and associate electrical work. Year Completed: March 2018 Contract Price: \$ 172,215.00 Project Manager: C
Eaton Corporation (Titan America) Titan Pennsuko Cement Company, 1100 NW 121 Way, Medley, FL 33178 Project: Main Switchgear Replacement Contact: Michael Megaffey – 828-400-1990 MichaelJMegaffey@Eaton.com 1800 Powerline Road, #A, Deerfield Beach, FL 33442 Description: Replacement of 5 KV and 480 volts switchgear for the main substation and Finish Mill building. The work also included replacement of high voltage ISO-Phase bus, duct-bank, and grounding. Year Completed: September 2018 Project Manager: Chuck Toby – Superintendent – Shawn Jacobs	Eaton Corporation (Titan America) Tyndall Airforce Base Project: Tyndall Airforce Command Center Repowering Contact: Michael Megaffey – 828-400-1990 MichaelJMegaffey@Eaton.com 1800 Powerline Road, #A, Deerfield Beach, FL 33442 Description: Work included set & secure new utility interface skid with switchgear, Command center, electrical duct bank, electrical material, and grounding. Year Completed: September 2018 Project Manager: Chuck Toby
City of Plantation 700 NW 91 Avenue, Plantation, FL Project: Water Treatment Plant Generator Upgrades Contact: Brett Miller, WTP Plant Supervisor 954-326-7634 6500 NW 11 Place, Plantation, FL BMiller@plantation.org Description: Upgrade (3) Caterpillar to meet current Rice Neshap tier standards, remote radiators, duct bank work, electrical work etc. Year Completed: December 2017 Contract Price: 1.6M Project Manager: Chuck Toby	Broward County Project: Generator Installation Pump Station 462 Contact: Jorge Orozco, 954-831-3239 2555 W Copans Road, Pompano Beach JOROZCO@broward.org Description: Installation of 450KW generator and 800-amp transfer switch at the Broward County Pump Station 462. Year Completed: September 2017 Contract Price: \$478,000.00 Project Manager: Terry Daugherty

954-775-7767
Fax# 954-753-3122

All Florida Contracting Services
3814 N.W. 126th Avenue, Coral Springs, FL 33065



History	Our mission is to provide top quality professional construction work to our customers focusing on personalized service to maintain a partnership for the life of the company. Our principals have a history of valuing relationships with their customers. We communicate our commitment to quality and customer appreciation through outstanding personal services and on time projects.
Qualifications	Our company is licensed and insured to do unlimited work throughout Florida, including general, electrical, pollutant storage (fuel), and environmental contracting. We are bonded and fully insured. CGC1517560, EC0002256, PCC1256894, LI39045
Employees	AFCS is proud of its people. We employ a staff of highly qualified engineers, technicians and professionals who are specially trained to perform contracting, testing and repair services for the commercial, industrial, and utility markets. Our employees enable us to add service and value to our customers' needs.
Today	AFCS is unique in that it is varied in its application. Although it began as a generator business, it has now expanded into other industries. We specialize in Petroleum & Gas, Transmission & Distribution, Water & Sewer, Switchgear & Transformers. AFCS can provide a turn-key solution to projects including engineering, construction, and close-out. These separate divisions are capable of working individually or together as needed to complete the job on time.



Michael Cox
President

**Professional
Experience**

Mike has a Bachelors Degree in Electrical Engineering and spent 7 years with ABB Services. During the 7 years, Mike spent 4 years as an Engineer, 1 year as a Manager in Training and 2 years as a successful Service Center Manager. Mike spent the past 12 years with MGI ending as a Vice President and General Manager. Mike has been the President of AFCS for the past 14 years. In addition, Mike holds a State Electrical License, State Pollutant Storage License and a State General Contracting license.

**Equipment
Expertise**

Testing, repairing, refurbishment, and installing electrical power equipment, namely circuit breakers, transformers, switches, cables etc. In addition, Mike has extensive experience with Fuel tanks and piping. Also, Mike is proficient in project management, relay testing, and computers. Peachtree and Quickbooks Accounting.

**Product
Know - How**

ABB/ITE, Westinghouse, GE, Siemens Allis, Federal Pacific OEM's etc. (All makes & models)

**Training
Courses**

Advanced Relay Training, ABB Transformer School, ABB Circuit Breaker Installation and Maintenance Course, Sales and Management Workshop, Dale Carnegie Sales Course, Hazardous Waste & Communications, Vacuum Circuit Breaker Training. OSHA courses 2022. License continuing education courses.



Charles (Chuck) Toby

Project Manager/Safety Manager

Professional Experience

Chuck has worked as a project manager on large industrial projects for the last 20 years. Chuck spent 4 years in the U.S. Air Force and 2 years in the U.S.A.F. Reserves. Chuck was with the 23rd Civil Engineering Squadron performing construction projects throughout the world. He left the U.S.A.F. as a sergeant. After the Air Force, Chuck spent 2 years as a superintendent constructing multi-building complexes. In 1991 Chuck joined Asea Brown Boveri as a project manager. Chuck spent 13 years with MGI and the past 14 years with AFCS as a project manager specializing in the electrical and construction industry.

Equipment Expertise

Use of heavy equipment used for civil and substation work. Testing, repair and installation of generators, transformers, breakers, switchgear, MCC's, relaying, tank installation and removal. Rigging, delivery and installation of large equipment apparatus. Proficient in testing and using grounding equipment. Computer literate in Microsoft Office Products including Microsoft Project, Excel, Word and Power-Point.

Training Courses

Chuck is certified in high voltage splicing of cable and terminations. A.A. in Fire Science Community College of the Air Force. ABB Vacuum Breaker Training School. Electronics Certificate from U.S. Department of the Navy. ABB Project Management Training Course. State License Fire Fighter. State License E.M.T. OSHA training 2022. Certified fork-lift operator and certified in confined space.



Terry Daugherty *Project Manager*

Professional Experience

Terry has 35 years of testing, maintenance, and repair in the field of electronics and electrical power equipment. Terry holds an Associates of Arts Degree, Advanced course study in Electricity, Electronics and Digital Theory at Lindsey Hopkins Technical. Terry worked for ABB Services for nine years performing maintenance, repair, testing, installation, start-up, trouble shooting and project supervision of power distribution and protection equipment. Terry spent 8 years with MGI performing field engineering services, testing and project management of multiple construction projects. Terry holds an Infrared testing certification level 1 of electrical equipment.

Equipment Expertise

Testing, repair, and installation of electrical power equipment. Refurbishment, testing, and installation of low and medium voltage circuit breakers, transformers plus many other apparatus. Repair and installation of medium and high voltage breakers. Transformer testing and repair. Relay testing and calibration. Project supervision and management. Preventative and predictive maintenance testing of electrical distribution apparatus.

Product Know - How

ABB/ITE , Westinghouse, General Electric, Siemens-Allis Square-D breakers vintage and current model low and medium voltage breakers. Motor control starters most manufacturer's low and medium voltage. Relay testing most makes and models. Solid state and electromechanical retrofitting. Transformer and Cable testing.

Training Courses

Factory training on fuel system monitoring systems. Transformer and transformer testing school. Hazardous Waste Management and Communication training. OSHA training 2022. Infrared certification level 1.



Shawn Jacobs
Superintendent

**Professional
Experience**

Shawn has worked in the construction industry for 15 years and 8 years with AFCS as a superintendent/Project Manager. Shawn's skills range from planning, estimating, project managing and overall responsibility of field crews. Shawn has a wide array of experience in the commercial and industrial construction field including form-work, concrete pads, tie beams, columns, wet decks, rigging, excavating, heavy equipment, and trenching. In addition, Shawn is proficient with the installation of all size generators including electrical, exhaust work, shroud, remote radiators, flex, thimbles and piping.

**Equipment &
Product
Expertise**

Use of heavy equipment used for civil and substation work. Heavy equipment to include backhoes, track-hoes, boom trucks, loaders, fork-lifts and boom lifts. Proficient in generator and fuel managements systems, piping, pumps, and dispensing equipment. Computer literate in Microsoft Office Products including Microsoft Project, Excel, and Word.

**Training
Courses**

Florida class "B" license, Environ Piping Systems, Containment Solutions, OSHA 10 Hour Training program 2022. FDOT Safety Seminar, Covanta Power Corp. Safety program. Forklift operator training. Scaffolding Competent person training. Fall Protection Competent person training.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

COX, MICHAEL J

ALL FLORIDA CONTRACTING SERVICES LLC
3814 NW 126TH AVENUE
POMPANO BEACH FL 33065

LICENSE NUMBER: CGC1517560

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

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

COX, MICHAEL J

ALL FLORIDA CONTRACTING SERVICES LLC
3814 NW 126TH AVENUE
CORAL SPRINGS FL 33065

LICENSE NUMBER: EC0002256

EXPIRATION DATE: AUGUST 31, 2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE POLLUTANT STORAGE SYSTEMS CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

COX, MICHAEL J

ALL FLORIDA CONTRACTING SERVICES LLC
3814 NW 126TH AVENUE
CORAL SPRINGS FL 33065

LICENSE NUMBER: PCC1256894

EXPIRATION DATE: AUGUST 31, 2024

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PAST PERFORMANCE WORK

City of Miramar Project: Generator Replacement for Lift Station 6, 7 & C 2300 Civic Center Place, Miramar, FL Contact: Jim Frawley – 954-548-0378 jfrawley@miramarfl.gov Description: Installation of (3) generators. 180KW, 150KW, and 80KW. Install Transfer switch, tank, and associated equipment. Drawing by AFCS Year Completed: 2022 Contract Price: 315,818 Project Manager: Chuck Toby – Superintendent – Shawn Jacobs	City of Clewiston Project: City of Clewiston WWTP Genset Project 115 West Ventura Avenue, Clewiston FL 33440 Contact: William Saum 239-461-2414 whs@johnsoneng.com Description: Installation 230 KW generator, auto transfer switch and all associated equipment. Year Completed: 2022 Contract Price: 68,100 Project Manager: Terry Daugherty
City of Port St. Lucie Project: Replacement of Emergency Generator at Port St. Lucie City Hall 121 SW Port St. Lucie, Port St. Lucie, FL 34984 Contact: Roger Jacob 772-281-9252 Roger.jacob@cityofpsl.com Description: Installation of 1500KW generator, civil work, duct banks, architectural louvers for City Hall. Year Completed: 2022 Contract Price: 1.3M Project Manager: Chuck Toby Superintendent: Shawn Jacobs	City of Broward Project: Emergency Operation Center Generator Replacement 115 S. Andrews Ave, Rm A550, Ft. Lauderdale, FL Contact: Richard Luce – 954-357-7035 rluce@broward.org Description: Replace (2) 1 MW indoor units, built out generator room, install stainless steel exhaust 30 feet vertically up the wall. Project Completion Date: 2021 Contract Price: \$863,450.00 Project Manager: Terry Daugherty – Superintendent – Shawn Jacobs
City of Lauderdale Project: WTP Generator Auxiliary Connector 5581 West Oakland Boulevard, Suite 421, Lauderdale, Florida Contact: Martin Cala 954-649-9700 imcala@lauderdale-fl.gov Description: Furnish and install an auxiliary generator connection and associated electrical equipment. Year Completed: 2022 Contract Price: 448,500 Project Manager: Terry Daugherty	City of Pompano Beach Project: WTP Transfer Pump Station Improvements 1201 NE 5th Avenue, Pompano Beach, FL Contact: Christopher Schlageter 954-786-0422 Christopher.Schlageter@copbfl.com Description: Replace electrical switchgear, replace (5) 50 Horsepower pumps, Replace VDF. Electrical duckbank work, installation of pad mounted transformer and associated equipment. Year Completed: 2021 Contract Price: 2.4M Project Manager: Chuck Toby & Terry Daugherty
Shift Construction Project: Midport Generator Replacement/City of Hollywood 1850 Eller Drive, Hollywood, FL 33316 Contact: Kurt Bennett – 954-524-2575 kurt@shift.com Description: Installation of two (2) generators. 100KW and 350KW. Install transfer Switch and associated electrical equipment.	City of Deerfield Project: Well 19 Mechanical and Electrical Equipment Replacement 772 Military Trail, Deerfield Beach, FL Contact: Roland Domingues 954-931-2818 rdomingues@deerfield-beach.com Description: Installation of 200 KW generator and installation of 125 HP, Submersible pump. Installation of new motor control center, VDF, and auto transfer switch.

954-775-7767
Fax# 954-753-3122

All Florida Contracting Services
3814 N.W. 126th Avenue, Coral Springs, FL 33065



Year Complete 2021 Contract Price: \$81,244 Project Manager: Chuck Toby	Assurant TECH Building A & B – Homestead 11222 Quail Roost Dr, Homestead, FL Project: Emergency Generator Upgrades Contact: Pierre Girard, 954-347-1167 Shortbrothers Construction 4611 S. University Dr. Ste 244, Davie, FL 33328 shortbrothers@comcast.net Description: Installation of (2) 1 MW indoor generators and exhaust work including a build-out of the generator room. In addition, the installation of new switchgear, VFD, fuel system, and associated equipment.	Year Completed: 2020 Contract Price: \$533,337 Project Manager: Terry Daugherty	Broward County 1A WTP Project: WTP 1A Electrical Switchgear Replacement 3701 State Road 7, Lauderdale Lake, FL Contact: William (Pat) Mitchell 954-831-0958 wmitchell@broward.org Description: Replacement and upgrade of an existing medium voltage main electrical switchgear, high service, transfer pump motor starter, generator paralleling switchgear, lightning protection grounding, trenching, conduit, feeders, controls, flooring, and HVAC. Year Completed: August 2018 Contract Price: \$ 1.5M Project Managers – Chuck Toby - Superintendent - Shawn Jacobs
Assurant Building B Project: Emergency Generator Upgrades Contact: Pierre Girard, 954-347-1167 Shortbrothers Construction shortbrothers@comcast.net Description: Supply and installation of (3) 500 KW generator sets, 30' X 50' concrete pad, paralleling switchgear, transformers, fuel system, cabling, Power Mgmt, programming, duct bank work, (3) 3000 Gallon fuel tanks. Contract Price: 2,175,356 Project Manager – Chuck Toby & Terry Daugherty Superintendent – Shawn Jacobs	South Florida Water Management Project: S123 & S332D Generator Replacement Contact: Jesse VanKyn – 561-682-2605 3301 Gen Club Road, West Palm Beach, FL 33406 jvaneyk@sfwmd.gov Description: Replacement of (2) generators, transfer switch and associate electrical work. Year Completed: March 2018 Contract Price: \$ 172,215.00 Project Manager: C	Year Completed: 2020 Contract Price: \$533,337 Project Manager: Terry Daugherty	Year Completed: 2020 Contract Price: \$533,337 Project Manager: Terry Daugherty
Eaton Corporation (Titan America) Titan Pensuoco Cement Company, 1100 NW 121 Way, Medley, FL 33178 Project: Main Switchgear Replacement Contact: Michael Megaffey – 828-400-1990 MichaelJMehaffey@Eaton.com 1800 Powerline Road, #A, Deerfield Beach, FL 33442 Description: Replacement of 5 KV and 480 volts switchgear for the main substation and Finish Mill building. The work also included replacement of high voltage ISO-Phase bus, duct-bank, and grounding. Year Completed: September 2018 Project Manager: Chuck Toby – Superintendent – Shawn Jacobs	Eaton Corporation (Titan America) Tyndall Airforce Base Project: Tyndall Airforce Command Center Repowering Contact: Michael Megaffey – 828-400-1990 MichaelJMehaffey@Eaton.com 1800 Powerline Road, #A, Deerfield Beach, FL 33442 Description: Work included set & secure new utility interface skid with switchgear, Command center, electrical duct bank, electrical material, and grounding. Year Completed: September 2018 Project Manager: Chuck Toby	Year Completed: 2020 Contract Price: \$533,337 Project Manager: Terry Daugherty	Year Completed: 2020 Contract Price: \$533,337 Project Manager: Terry Daugherty

954-775-7767
Fax# 954-753-3122

All Florida Contracting Services
3814 N.W. 126th Avenue, Coral Springs, FL 33065



Department of Defense Project: DODJ Tank Replacement 15810 SW 129th Avenue, Miami, FL Contact: Roger Carrera 305-252-4587 Description: Installation of 6000-gallon Convault Tank with manual fuel and leak gauge, overfill protection, spill bucket, standard vent, emergency vents, stair package, anti-siphon valve, foot valve on supply line and all necessary equipment.	State Florida DOT Project: Design Build –Conversion of Sawgrass Expressway Contact: Greg Lambert, Lambert Brothers, Inc, 954-491-9380 Description: Set and secure five above ground 500-gallon Convault diesel fuel tanks at various locations along the Sawgrass Expressway. Next, install above ground fuel piping from the diesel fuel tank to the new generator. Also, install a pneumatic fuel management system on each tank. Finally, start-up and test system.
Assurant Building A – Homestead Project Emergency Generator Upgrades Contact: Pierre Girard, 954-347-1167 Shortbrothers Construction Description Supply and Installation of (3) 3000 Gallon fuel tank, fuel system, cabling, power mgmt. transformers, switchgear, piping, new underground fuel lines, new vent line and all necessary equipment	Riviera Country Club Project: Replace Fuel Tank Contact: Bill 305-498-4427 Description: Supply and Install 2K Convault fuel tank. Supply OSHA ladder with platform, fuel, and leak gauge, overfill valve, emergency vents, SS package and meter cabinet. Engineering, plans, and drawing designed by AFCS
Performance Precast, Inc. Project: I-95 Phase 3B1 & 2 Contact: Tammy Storey 678-973-1837 Description: Supply and Installation of 500-gallon tanks with neoprene pad, hold down bracket, anchors, piping, pneumaticator, and associated work at various locations along I-95.	MediaPro US Facilities Project: 9400 Gallon AGST Contact Alex Alvarez 786-612-5828 Description: Supply and install 9400 Gallon AGST ULL142 vertical tank, engineering drawing, modify slab, remote fill on outside of tank, and all necessary equipment. Engineering, plans, and drawing designed by AFCS
Traffic Management Solutions Project: Florida Department of Transportation Contact: James Westbrook 772-460-6585 Supply and installed over (75) Tanks with 20 Under Contract. 500 to 1000 Gallon tanks, Various locations. Hold down brackets, epoxy to slab with 1/2' SS roads including 304 SS cables and clamps. Install pneumaticator with leak detector, fuel alarm, fuel probe, and piping.	Close Construction Project: Indian River Estates Water Treatment Plant Contact: Chris Rossi – 863-467-0831 Description: Install and Supply of generator and 4000-gallon fuel tank with piping, 1st and 2nd stage regulators, anodes, drill hole for wall thimble, shroud, and exhaust.
Kenmore General Construction – Key West Project: Naval Base Contact: Jimmy Mosomillo – 941-915-4386 Description: Supply and install 3000 and 6000 gallons with 304 ss package, overfill valve, ladder, manual fuel, leak gauge, ¾ SCH 40 black steel pipe and fitting from generator to fuel tank with all necessary valves on Naval Base in Key West.	Youchak & Youchak Project: Palm Beach Country Club Contact: Tom Youchak – 561-832-3800 Description: Replace 3000-gallon UL 142 Fuel tank with Convault 4000-gallon tank. Set and Secure on neoprene pad, cables, anchors, anti-siphon valve, float switches, new Pryco 100 gall day tank with supply and return. New fuel lines from new fuel tank to day tank. Engineering, plans & Drawing by AFCS.

954-775-7767
Fax# 954-753-3122

All Florida Contracting Services
3814 N.W. 126th Avenue, Coral Springs, FL 33065



Traffic Control Devices, Inc. Project: Lake/Orange/Osceola County Contact: Chris Gallagher 352-429-7006 Description: Supply and install 500-gallon tank with, neoprene pads, hold down brackets, cables, clamps, pneumaticator, leak detector, fuel alarm, fuel probe, piping, aluminum ramps over all fuel lines, paint and prime.	TAW Power Systems Project: Various Job Sites 1500 NW 15th Avenue, Pompano Beach, FL 33069 Contact: Luis Robles 954-263-1879 Description: Supply and Install fuel tank various sizes and all necessary equipment.
Gerelco Electrical Contractor Project Sunrise Blvd/Turnpike Interchange Modification at MP58 Contact: Brandy Coble – 772-340-7474 Description: supply and install several 500-gallon fuel tanks, brackets, Pneumaticator with leak detector and all necessary Equipment.	Oldcastle Infrastructure Project: I-4 Ultimate Project – 9 Sites Contact: Chuck Bruce – 770-304-4684 Description: Install and Supply 500/1000 gallons, pneumaticator with leak detector, high and low fuel alarm. Install fuel level probe for scata. Supply and install ¾ SCH 40 black steel pipe and fitting. All necessary valves.

SHORT BROTHERS CORPORATION

January 20, 2023

Re: All Florida Contracting Services

To whom it may concern:

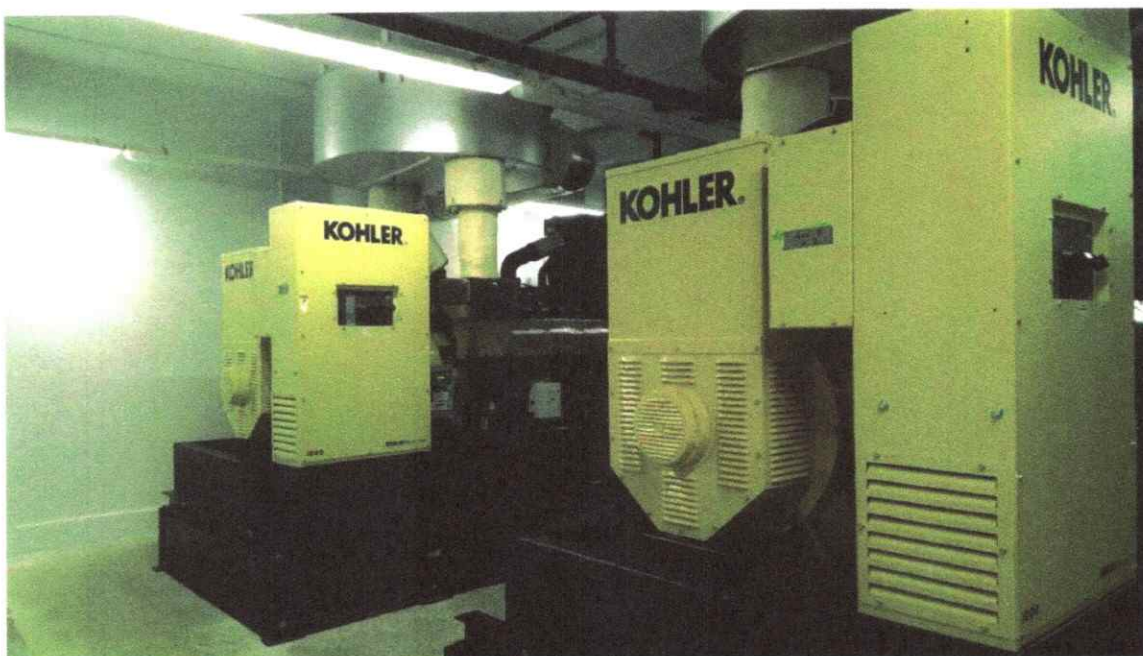
I've had the pleasure of working with Michael Cox and All Florida Contracting Services for the past 12 years. The majority of the work has taken place at the Assurant building in Miami. The work consisted mainly of generators, switchgear, electrical, and related services.

The first project at building "A" included three (3) 500KW Kohler generators with parallel switchgear on an elevated concrete pad. The Kohler generators fed two (2) 4000 amp service entrance rated auto transfer switches bussed to the main switchgear. Additionally, the project involved duct-bank, lighting, power management and fuel work.



SHORT BROTHERS CORPORATION

The second project at building "B" involved the replacing of two (2) 750KW indoor generators with (2) 1000 KW Kohler units with new generator switchgear. The project involved the build-out of the existing facility to facilitate the size of the new generator. In addition, the scope included the revamping of the fuel system, exhaust work, new conduit and cable, and miscellaneous civil and railing work.



I highly recommend All Florida Contracting Services for whatever type of project you may be considering. AFCS is a professional and committed company focusing on the highest level of customer satisfaction. Chuck Toby, project manager is very knowledgeable and organized.

Presently, we have contracted AFCS to add ATS's tying in the back-up power at building "C" to building "B". Shortbrothers looks forward to continuing our relationship in the future with AFCS.

Please call me with any questions regarding the performance of All Florida Contracting Services.

Sincerely,

Pierre Girard

Pierre Girard

Short Brothers Corporation

4611 S. University Drive, Suite 255

Davie, Florida 33328

Office: (954) 693-7807 | eFax: (954) 693-7808

shortbrothers@comcast.net



City of Pompano Beach

Water Treatment Plant

1205 NE 5 Ave. Pompano Beach, Florida

January 17, 2023

To whom it may concern:

All Florida Contracting Services (AFCS) has been performing electrical, mechanical, fuel and civil work for the City of Pompano Beach for over eight years. The majority of the work was performed at the Water Treatment Plant located at 1205 NE 5th Avenue.

The last major project that the City of Pompano contracted AFCS was the "WTP Transfer Pump Station Improvements" for a contract value of \$ 2.5 MUSD. The work consisted of the demolition of three transfer pumps and the installation of five new 50 HP Cascade transfer pumps, electrical switchgear, associated underground duct banks with cabling, HVAC upgrades for a complete useable facility. Additionally, the project included replacing five membrane variable frequency drive (VFD"s), transformer replacement, HV cable, SCADA, and exhaust fan replacement.

The project was completed to satisfaction with a high quality of workmanship. The cooperation and collaboration that AFCS brought to the table everyday was greatly appreciated. This atmosphere resulted in a truly enjoyable project experience for everyone involved and a successful result.

The city of Pompano has continued working with All Florida Contracting Services and considers them an exceptional contractor with the highest degree of professionalism. All management personnel have been extremely knowledgeable, responsive, and proactive. The City of Pompano is very pleased to have a relationship with All Florida Contracting Services.

Please feel free to contact me for any questions or additional information regarding AFCS. Please use the contact information below.

Phil Hyer
Utilities Treatment Plants Superintendent
City of Pompano Beach
Phone: 954 545-7030
Fax: 954 545-7046
E-mail: phil.hyer@copbfl.com



EATON Electrical Services & Systems
Major Projects Group
Tel: 828-400-1990

September 19, 2023

To whom it may concern:

I am writing this letter to recommend All Florida Contracting Services. During the past 6 years our company has been working with Mike on numerous different kinds of projects. The company offers high quality services. We can say that we have always been very satisfied with their work. AFCS was working as a sub-contractor for Eaton on these projects.

Some of the projects completed by AFCS include:

Duke Energy Tiger Bay LCI/AVR Replacement:

Replacement of LCI 5KV drive and excitation system (exciter) for synchronous transmission generator for the Duke Energy Tiger Bay combined cycle plant in Fort Meade. The work includes replacement of a 20 MVA transformer, high voltage cable pulls and terminations, control wiring, and substation modifications.

Virginia Key Miami Central Waste Water Treatment Plant:

Replacement of (2) 1500 KVA transformers, bus duct, and electrical switchgear at the Miami Dade County Water Treatment Plant. Additionally, the work included removing and installing a block wall and cable pulls.

Florida Power & Light Martin and Turkey Point Plants:

Work included the removal and replacement of (6) A/C and D/C motor control centers (MCC), transformers, cable runs, man-holes, and cable tray.

Titan American Pennsuco Plant:

The work included removal of 5 KV electrical switchgear and the reworking of substation equipment included the addition of high voltage ISO-Phase bus.

Tyndall Air Force Base:

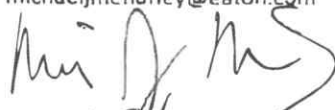
Work includes set & secure new utility interface skid with switchgear, command center, electrical duct bank, electrical material, and grounding at the Tyndall Air Force Base.

All Florida Contracting Services did a professional job on their projects and we are very pleased with the work performed. AFCS is very professional, prompt, and finishes the work on time.

Should you need any further information, please do not hesitate to contact me at the number below.

Regards,

Michael Mehaffey
Project Operations Project Manager
828-400-1990
michaeljmehaffey@eaton.com



9/19/18

1



Public Works Department • Water and Wastewater Services
WATER AND WASTEWATER ENGINEERING DIVISION
2555 West Copans Road • Pompano Beach Florida 33069
PHONE: 954-831-0745 • FAX: 954 831-0798/0925

Our  Best.
Nothing Less.

September 20, 2018

To Whom It May Concern:

I have had the pleasure of working with All Florida Contracting Services on a project for Broward County for the past two years. I am pleased to provide the following professional reference.

The project AFCS worked on for the County is located at the WTP 1A facility. The contract amount was \$ 1,576,218 and the duration of the project was 18 months. The work consisted of replacement of a line-up of 480 volt switchgear, motor control centers, transformers, duct bank, VFD's and controls. Additionally, the work included new concrete pads, maintenance access structures, lighting, doors, and temporary powers.

I would like to point out that the project scope included keeping the plant operational with temporary power with minor outages. AFCS was very accommodating and skilled when plant operations needed be kept on line.

Moreover, the superintendent Chuck Toby and project manager on site Hector Vernaza were very knowledgeable, responsive and detailed throughout the project.

Should you need any further information, please do not hesitate to contact me at 954-831-0958.

Regards,

A handwritten signature in blue ink, appearing to read "William P. Mitchell", with a long horizontal flourish extending to the right.

William P. (Pat) Mitchell
Expansion Project Administrator
Broward County
Water and Wastewater Engineering Division
2555 W. Copans Road, Pompano Beach, FL 33069
WMitchell@Broward.org

Broward County Board of County Commissioners
Mark D. Bogen • Beam Furr • Steve Geller • Dale V.C. Holness • Chip LaMarca • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine
Broward.org



September 19, 2018

To Whom It May Concern:

I am pleased to write this letter of reference at the request of Michael Cox. I have known and worked with Mr. Cox and All Florida Contracting Services (AFCS) for the last two years.

Mr. Cox is the President of AFCS. CDM Smith was the Engineer-of-Record on the Broward County Water Treatment Plant 1A Electrical Switchgear Replacement project that AFCS performed as prime contractor. The work consisted of upgrading and replacing existing electrical switchgear, transformers, transfer switch, VFD's, 5 kV & 480V ductbanks, and associated concrete equipment pads, controls, architectural, structural and civil work. The contract price for the project was \$1,576,218.

AFCS performed their work in a professional manner, coordinated well with plant operations, including coordination of system outages, and met all Contract deadlines.

Throughout the successful execution of this project, CDM Smith found AFCS and their Project Manager, Chuck Toby, to be knowledgeable, responsive, and qualified.

If you need additional information, you may call me at 954-770-7471

Sincerely,

John Chandler
Construction Manager
CDM Smith Inc.

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

UTILITIES DEPARTMENT
Ronald Eyma, P.E., Director



CITY COUNCIL
Lynn Stoner, *President*
Mark Hyatt, *President Pro Tem*
Ron Jacobs
Peter S. Tingom

September 19, 2018

To Whom It May Concern:

I have had the pleasure of working with Michael Cox and Doug Vecchio for the past 3 years. I am pleased to provide the following professional reference.

During my time with the City of Plantation as WWTP Plant Maintenance Superintendent, All Florida Contracting Services installed and upgraded electrical and mechanical equipment. We recently finished a job that included Rice Neshap generator upgrades, installation of 4 exhaust systems ranging from 700KW – 1600KW, installation of 3 remote radiators on existing caterpillar generators ranging from 1000KW – 1600KW, and installation of new 350KW Kohler generator with electrical switchgear. In addition, this project included site lighting, duct bank, cable pulls, civil and control work. The contract amount for the work was \$ 1,661,100.

AFCS was very professional and met all deadlines needed in keeping the plant operational. AFCS's staff are very knowledgeable and the City of Plantation is very pleased with their work.

Please call me at 954-326-7634 with any questions.

Regards,

Brett Miller
Plant Maintenance Superintendent



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

Governmental Center Annex

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400

October 16, 2023

Mr. Michael Cox

ALL FLORIDA CONTRACTING SERVICES, LLC

3814 NW 126th Avenue

Coral Springs, FL 33065

Dear Mr. Cox:

The Broward County Office of Economic and Small Business Development (OESBD) is pleased to award your company certification as a **County Business Enterprise (CBE)**. Your firm is now eligible to participate in the Office of Economic and Small Business Development programs.

Please note: your certification is continuous but is contingent upon your firm verifying annually its eligibility in the program. Each year, on the anniversary of the date you were awarded certification, you **must submit to OESBD** a Personal Net Worth Worksheet, a copy of the previous year's Business Tax Return, copies of the current professional licenses, and County and local business tax receipts. As a courtesy, OESBD will notify you in advance of your obligation to provide the continuing eligibility documents. **However, the responsibility to ensure continued certification is yours.**

To review current Broward County Government bid opportunities visit: www.broward.org/Purchasing and click on "Current Solicitations and Results." Also, from this website, you can log into your firm's profile in BidSync to ensure you have added all appropriate classification codes. Bid opportunities over \$3,500 will be advertised to vendors via e-mail and according to classification codes, so please ensure that both the Purchasing Division and OESBD are apprised of your current e-mail address.

Your primary certification group is: **Construction Services**. This is also how your listing in our directory will read. You may access your firm's listing by visiting the Office of Economic and Small Business Development Directory, located on the internet at: www.broward.org/EconDev and click on "Certified Firm Directories."

Your firm may compete for, and perform work on Broward County projects in the following areas:

NAICS CODE: 236210, 238210, 339992, 811310, 335312

We look forward to working with you to achieve greater opportunities for your business through county procurement.

Sincerely,

SANDY-MICHAEL
MCDONALD

Digitally signed by SANDY-
MICHAEL MCDONALD
Date: 2023.10.17 09:59:41
-0400

Sandy-Michael McDonald, Director
Office of Economic and Small Business Development

Cert Agency: BC-CBE

ANNIVERSARY DATE: OCTOBER 16TH

Broward County Board of County Commissioners
Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Robert McKinzie • Nan H. Rich • Hazelle P. Rogers • Tim Ryan • Michael Udine
Broward.org



THIS CERTIFICATE IS AWARDED TO

ALL FLORIDA CONTRACTING SERVICES, LLC

AS SET FORTH IN THE BROWARD COUNTY BUSINESS OPPORTUNITY ACT, THE CERTIFICATION
REQUIREMENTS HAVE BEEN MET FOR:

County Business Enterprise (CBE)

**SANDY-MICHAEL
MCDONALD**

Digitally signed by SANDY-MICHAEL
MCDONALD
Date: 2023.10.17 10:00:00 -04'00'

AUTHORIZED REPRESENTATIVE

Anniversary Date: October 16th

THE OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT MUST BE NOTIFIED WITHIN 30 DAYS OF ANY MATERIAL CHANGES IN THE BUSINESS WHICH
MAY AFFECT OWNERSHIP AND CONTROL. FAILURE TO DO SO MAY RESULT IN THE REVOCATION OF THIS CERTIFICATE AND/OR IMPOSITION OF OTHER SANCTIONS.

A SERVICE OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS
BROWARD.ORG/ECONDEV

GOVERNMENTAL CENTER ANNEX 115 S. ANDREWS AVENUE, ROOM A680 FORT LAUDERDALE, FL 33301
TEL: 954-357-6400 • EMAIL: SBCERT@BROWARD.ORG • TTY: 954-357-5664

CORAL SPRINGS

— BUSINESS TAX OFFICE —
www.CoralSprings.org/business-tax



Development Services Department
Business Tax Office
9500 West Sample Road, Coral Springs, FL 33065
Mon-Thurs: 7:30AM - 5PM, Fri: 7:30AM - 2:30PM
Phone: 954-344-5964

LOCAL BUSINESS TAX RECEIPT

ALL FLORIDA CONTRACTING SERVICES
3814 NW 126 AVE
CORAL SPRINGS FL 330652450

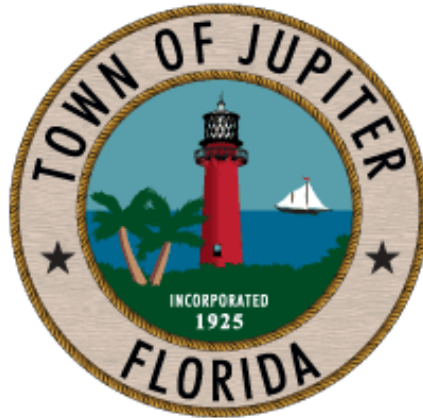
License #:	BT67230	Expiration Date:	September 30, 2024
Type of Business:	BUSINESS TAX RECEIPT	Business Location:	3814 NW 126 AVE

POST THIS BUSINESS TAX RECEIPT IN A CONSPICUOUS PLACE

ALL WINDOW SIGNS SHALL COMPLY WITH LAND DEVELOPMENT CODE CHAPTER 18

CONDITIONS

(If no conditions exist, then TYPE OF BUSINESS is only condition)



GENERATOR FUEL TANK REPLACEMENT (WS2431)

Request for Quotes

JULY 2024

JIM KURETSKI	MAYOR
MALISE SUNDSTROM	VICE-MAYOR
ANDY FORE	COUNCILOR
CAMERON MAY	COUNCILOR
RON DELANEY	COUNCILOR
FRANK J. KITZEROW	TOWN MANAGER
AMANDA Z. BARNES, P.E.	DIRECTOR OF UTILITIES

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TOWN OF JUPITER

Request for Quotes

Sealed quotes will only be accepted at the Town Clerk's Department, 210 Military Trail, Jupiter, Florida 33458:

Generator Fuel Tank Replacement (WS2431)

Until **2:15 PM**, Local Time, **July 30, 2024** at which time and place all quotes received will be publicly opened and read aloud in the Community Room #108, adjacent to Town Council Chambers. Sealed quotes shall be submitted to the Town Clerk, on paper and in electronic format, in accordance with the General Instructions for Submitting a Quote, included in the Project Documents. Quotes received after the time and date specified will not be considered. The face of the sealed envelope shall be addressed as follows:

Town Clerk, Town of Jupiter
210 Military Trail, Jupiter, FL 33458
July 30, 2024 at 2:15 PM
Generator Fuel Tank Replacement (WS2431)

The nature and scope of this project is:

Furnish all labor, equipment, and materials to remove an existing 2,400-gallon sub-base above ground diesel fuel tank supporting an existing generator and replace with 1,200-gallon double wall sub-base/pedestal above ground diesel fuel tank supporting the existing generator at the Utility Field Operations Facility, remove and legally dispose of the existing 2,400-gallon sub-base above ground diesel fuel tank & the existing 2,400 gallons of deteriorated diesel fuel. Work will also include the temporary removal the existing generator including disconnection of electrical, instrumentation and fuel lines and reinstallation of the generator on the new sub-base/pedestal and reconnection of electrical, instrumentation and fuel lines and obtain permits that are required.

Project Documents will be available on July 8, 2024 through DemandStar at www.DemandStar.com. Project Documents can be downloaded by registering with DemandStar for a free agency subscription for the Town of Jupiter.

A pre-bid meeting will be held on July 15, 2024 at 1:30 PM at the Utilities' Field Operations Offices, located at 3133 Washington St., Jupiter, FL 33458. Attendance at the pre-bid meeting is not a requirement for quote qualification; however, bidders are encouraged to attend.

All questions concerning the quote shall be directed to Jonathan A. Batista, P.E. in writing by email to jonathanb@jupiter.fl.us. Questions delivered by email should contain the name of the Project/Quote in the subject heading of the email and be sent with a read receipt to ensure successful receipt of the email by the Town. Clarification and changes to the Project Documents will occur by addendum through www.DemandStar.com, as needed.

The Town of Jupiter reserves the right to waive any irregularities and to reject any and all quotes. The Town of Jupiter is an equal opportunity employer.

By Order of the Town Council, Town of Jupiter
Laura E. Cahill, Town Clerk

PUBLISHED: www.DemandStar.com

DATE: July 8, 2024

Scope of Work

A. Scope of Work

Furnish all labor, equipment, and materials to remove 2,400-gallon sub-base above ground diesel fuel tank supporting an existing generator and replace with 1,200-gallon double wall sub-base/pedestal above ground diesel fuel tank supporting the existing generator at the Utility Field Operations Facility, remove and legally dispose of the existing 2,400-gallon sub-base above ground diesel fuel tank & the existing 2,400 gallons of deteriorated diesel fuel. Work will also include the temporary removal the existing generator including disconnection of electrical, instrumentation and fuel lines and reinstallation of the generator on the new sub-base/pedestal and reconnection of electrical, instrumentation and fuel lines and all permits that are required.

B. The work also includes:

1. Applying for and obtaining all the necessary Town of Jupiter Building Department (TOJ), Florida Department of Environmental Protection (FDEP) and Palm Beach County Department of Environmental Resource Management (PBCERM) Permits. Bidder is responsible to obtain all permits required to perform the Work.
2. Removal and proper disposal of approximately 2,400 gallons of deteriorated diesel fuel from existing 2,400-gallon sub-base/pedestal above ground tank at the Utility Field Operations Facility. The 2,400-gallon tank and fuel is to be removed and legally disposed of off-site after tank has been cleaned in accordance with FDEP and PBCERM Closure Permitting requirement by the bidder.
3. The Bidder is responsible for the removal of existing diesel fuel by transporting and disposing of biohazardous wastes produced during the cleaning and demolition process of the existing fuel tank. Bidder shall provide Owner with manifest tickets for disposal.
4. The existing 2,400-gallon tank's reinforced concrete pad, block walls, and air conditioning units adjacent to the tank must be protected at all times during construction. The Bidder is responsible for repair and replacement of any damages to the existing concrete pad, block walls and air conditioning units during demolishing, removal and disposal of the existing 2,400-gallon tank.
5. The existing electrical panels, junction boxes, wirings, communication wiring and sensors must always be protected during the removal of the existing 2,400-gallon tank and may be used to connect to a new 1,200-gallon diesel fuel tank pending the tank's manufacturer recommendation. Any new required installation of electrical panels with breaker, junction boxes, electrical wirings, communication wirings, and sensors for a new 1,200-gallon diesel fuel tank need to be included in the pricing.
6. The new 1,200-gallon double wall sub-base/pedestal above ground fireguard diesel fuel tank should be a rectangular and vertical steel tank welded on two (2) saddles with an inner-primary and outer-secondary tank. The tank should be a minimum of ¼" steel thickness for the shell and heads of both inner and outer tanks, filled with 6" thick lightweight monolithic thermal material insulation (between primary and secondary tank) per standard specifications of UL2085, UL142, UL567 and NFPA 30. It should also have leak detection, level control and other accessories, aluminum platform and aluminum side mount ladder from the stair base slab to the top of the tank. It should include aluminum stairs, 6061 aluminum alloy handrails, grating and appurtenances.
7. The new 1,200-gallon double wall sub-base/pedestal above ground fireguard diesel fuel tank should have

continuous weld on all sides per UL142, reinforced threaded openings or flanges for all pipe connections, including fill, supply, electronic fuel level sensor, internal monitoring port, vents, and manholes. All threaded openings shall be seamless black steel, schedule 40, conforming to ASTM A53, malleable iron, ANSI B16.3, Class 150.

8. The new 1,200-gallon double wall sub-base/pedestal above ground fireguard diesel fuel tank should have an emergency vent per NFPA 30 requirements. It should have a cast iron cover with a non-sparking O-ring gasket for relief of tank pressure. The emergency vent should be designed by the tank manufacturer. The steel tank shall be pressurized at the casting facility and tested per UL142 requirement. It should also have a two-hour fire wall as required by Uniform Fire Code. The outer surface of the steel tank should be coated with a rust proofing exterior oxide coating with finish painting of black urethane paint system on the shell and heads.
9. The new 1,200-gallon double wall sub-base/pedestal above ground fireguard diesel fuel tank should have a vapor recovery adaptor as recommended by the manufacturer. It should have overfilled protection to prevent overfilling and to prevent excess pressure. These systems should include both automatic and manual shutoff or approved equivalent. The overfill prevention systems shall include ground fill application with a 3" overfill prevention valve C&B model 1228-F-35, ball valve MORR model 691 and a dry-break disconnect with dust cap, OPW Model 1612AN and OPW Model 634B respectively or equivalent. The tank fill shall be enclosed in a seven (7) gallon lockable aluminum containment box. The tank fill piping shall be type 304 stainless steel and it should have a 2" diameter pipe with vent and screen above the top of the tank OPW Model 230033. The tank's interstitial vent should meet the regulatory requirements.
10. The new 1,200-gallon double wall sub-base/pedestal above ground fireguard diesel fuel tank should have a 3" diameter fill line type 304 stainless steel equipped with a lockable drip box, an isolation ball valve, and a quick connect cam-lock coupling. The drip box shall be a minimum of 2' x 2' x 2' deep and should have a spring-loaded drain plug in the bottom. It should also include 1½" foot valves on the fuel supply line and 1½" isolation ball valves on the supply and return line. All hardware and anchor bolts shall be type 316 stainless steel.
11. The new 1,200-gallon double wall sub-base/pedestal above ground fireguard diesel fuel tank shall be installed on top of the existing reinforced concrete slabs (as shown on the as-built drawing) with four (4) ¾" stainless steel anchor bolts embedded five (5) inches into the concrete. The Bidder shall field paint the fuel tank entirely after installation is completed. Surface preparation shall be in accordance with factory paint system (including providing appropriate labels for tank).
12. The Bidder shall provide all fuel required for startup of the emergency generator system. Upon satisfactory operational demonstration of the emergency generator system, the Bidder shall provide 1,200 gallons of no. 2 diesel fuel. The diesel fuel shall contain all additives required by the emergency generator system.
13. The new 1,200-gallon double wall sub-base/pedestal above ground fireguard diesel fuel tank shall have a qualified manufacturer's technical representative who shall adequately supervise the installation of the diesel fuel tank. The services of the manufacturer's representative shall be provided for a period not less than three (3) days; one trip of two (21 days during installation of the tank), and one trip of one day (one day after acceptance of the tank to instruct the owner's personnel in the proper operation and maintenance of the tank).

14. The new 1,200-gallon double wall sub-base/pedestal above ground fireguard diesel fuel tank shall have a 30-year warranty from the tank's manufacturer. The Bidder shall be responsible for the delivery, handling, storage and hauling of the diesel fuel tank to the site. The Manufacturer shall furnish all special tools necessary for services, repairs, and adjustments of the 1,200-gallon double wall sub-base/pedestal above ground fireguard diesel fuel tank.
15. The new 1,200-gallon double wall sub-base/pedestal above ground fireguard diesel fuel tank and appurtenance should be Ecovault Inc, ConVault Florida, Armocast, Envirosafe and Highland Tank or an approved equivalent.
16. The Bidder must complete the entire work (removal and disposal of one (1) fuel tank, piping, and installation of one (1) new 1,200-gallon double wall sub-base/pedestal above ground fireguard diesel fuel tank, fittings, painting, electrical wirings, sensors, all accessories and all the appurtenances) within **21 business days after** receiving the new 1,200-gallon double wall sub-base/pedestal above ground fireguard diesel fuel tank.

C. Time of Work

1. The normal time of work for this project is limited to 40 hours per week and shall generally be between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. No work may be conducted under this project on weekends or Town-observed holidays.
2. If it shall become imperative to perform work at night, the Owner shall be informed in writing a reasonable time in advance of the beginning of such work. Temporary lighting and all other necessary facilities for performing and inspecting the work shall be provided and maintained by the Bidder.
3. Bidder shall provide a Hurricane Preparedness Plan for Owner's review and approval prior to mobilization. Unless otherwise specifically permitted, all work that would be subject to damage shall be stopped during inclement, stormy weather. Only such work as will not suffer injury to workmanship or materials will be permitted. Bidder shall carefully protect his work against damage or injury from the weather.

D. First Aid Facilities and Accidents

Bidder shall provide at the site such equipment and facilities as are necessary to supply first aid to any of their personnel who may be injured in connection with the work.

Accidents

1. The Bidder shall promptly report, in writing, to the Owner all accidents whatsoever out of, or in connection with, the performance of the work, whether on or adjacent to the site, which cause death, personal injury or property damage, giving full details and statements of witnesses.
2. If death, serious injuries, or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Owner.
3. If any claim is made by anyone against the Bidder or a Subcontractor on account of any accidents, the Bidder shall promptly report the facts, in writing, to the Owner, giving full details of the claim.

E. Limits of Work Area

Bidder shall confine his work activity to the diesel fuel tank being removed and areas immediately adjacent. Storage of equipment and materials shall be limited to the areas adjacent to work area. Equipment and work activity shall not be permitted to obstruct roads or existing plant facilities.

F. Weather Conditions

No work shall occur when the weather is unsuitable. The Bidder shall take necessary precautions (in the event of impending storms) to protect all work, materials, or equipment from damage or deterioration due to floods, driving rain, and/or wind. The Owner reserves the right, to order additional protection measures, over and beyond those proposed by the Bidder, to safeguard all components of the Project. Bidder shall not claim any compensation or time extension for such precautionary measures so ordered, nor claim any compensation or time extension from Owner for damage to the work from weather elements.

G. Periodic Cleanup: Basic Site Restoration

1. During daily work activity, Bidder shall regularly remove from the site of the work all accumulated debris and surplus materials of any kind which result from his operations.
2. Bidder shall perform the cleanup work on a regular basis and as frequently as ordered by Owner. Basic site restoration in a particular area shall be accomplished immediately following the installation or completion of the required facilities in that area. Furthermore, such work shall also be accomplished, when ordered by Owner, if partially completed facilities must remain incomplete for some time period due to unforeseen circumstances.
3. Upon failure of Bidder to perform periodic cleanup and basic restoration of the site to Owner's satisfaction, Owner may, upon five days prior written notice to Bidder, without prejudice to any other rights or remedies of Owner, cause such work for which Bidder is responsible to be accomplished to the extent deemed necessary by Owner, and all costs resulting therefrom shall be charged to Bidder and deducted from the amounts of money that may be due him.

H. Additional Items

1. Bidder is required to provide Owner with pre-construction photos of the areas that will or may be affected by Bidder's construction activities including ingress and egress, and areas to be restored to existing conditions. Photos shall be of good quality, of high resolution, in electronic format (jpeg). Failure of Bidder to provide pre-construction photos for any area in which work will be performed or access with be required is at Bidder's risk.
2. All Bidder's personnel must wear identification of the company for which worker is employed (i.e. shirts with logos, hats, vests, etc.).
3. Workers must stay in the area of the work at all times.
4. Bidder is to provide temporary sanitary services for the workers on site.
5. Service water for this project will be provided by Town of Jupiter Utilities. Bidder will be required to provide his/her own hoses and nozzles.

6. Bidder is responsible to provide for maintenance of traffic within the facility as necessary to ensure safe passage of vehicular traffic, workers and deliveries.
7. Bidder must call Sunshine State One Call of Florida, Inc. (811) a minimum of 48 hours prior to digging when applicable.
8. Bidder must submit with his/her proposal, a detailed written description of Bidder's proposed methods for accomplishing the work.

END OF SCOPE OF WORK

General Instructions for Submitting a Quote

1. DEFINED TERMS

- 1.1. The term "Successful Bidder" means the lowest, qualified, responsible Firm to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award as a result of the Quotes submitted in accordance with this Request for Quotes.

2. COPIES OF PROJECT DOCUMENTS

- 2.1. Complete sets of the Project Documents in the number and for the non-refundable sum, if any, may be obtained from www.demandstar.com as stated in the Request for Quotes.
- 2.2. Complete sets of Project Documents shall be used in preparing Quotes; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Project Documents.
- 2.3. Owner in preparing Project Documents available on the above terms does so only for the purpose of obtaining Quotes for the Work and does not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

- 3.1. Bidder shall be experienced in diesel fuel tank replacement and generator installation. Bidder shall be or provide a qualified subcontractor for the transportation and disposal of diesel fuel waste.
- 3.2. No Quote will be accepted from, nor will any work be awarded to any person who is in arrears to the Owner, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to Owner, or any other governmental agency or entity, or who is deemed irresponsible or unreliable by the Owner.
- 3.3. No Quote will be accepted from, nor will any work be awarded to any individual, firm, partnership, corporation or association who is currently in litigation with the Owner, or who is providing testimony in current litigation against the Owner or who has a financial interest in any litigation against the Owner.

4. SUBMISSION OF QUOTES

- 4.1. Two copies of the Quote (one signed original and one electronic pdf on a flash drive) shall be submitted at the time and place indicated in the Request for Quotes and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid Security (if required) and other required documents. The Bid Form/Schedule of Values and Bid Bond (if required) must be clearly marked with a tab for easy identification during the bid opening process. If the Quote is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "QUOTE ENCLOSED" on the face thereof, with the Project name on the front.

5. AWARD OF WORK

- 5.1. Owner reserves the right to reject any and all Quotes, to waive any and all informalities and to negotiate terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive or conditional Quotes. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between the indicated

value and the correct value as calculated by the product of the unit price and the estimated quantity will be resolved by using the stated unit price.

- 5.2. In evaluating Quotes, the Owner shall consider the qualifications of the Bidders and whether or not the Quotes comply with the prescribed requirements, alternates, and unit processes of the Documents.
- 5.3. Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted with the Quote.
- 5.4. Owner may conduct such investigations as he deems necessary to assist in the evaluation of any Quote and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons, and organizations proposed to do the Work, in accordance with the Project Documents to Owner's satisfaction. Proposer shall respond to Owner's written request(s) for additional information within the prescribed time identified in Owner's written request.
- 5.5. Owner reserves the right to reject the Quote of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- 5.6. If the work is to be awarded, it will be awarded to the lowest responsible, responsive bidder, based on the lowest Total Price, including alternates (if any) submitted with the sealed quotation on the Quote Form (Schedule of Values) as evaluated by the Owner to be in the best interest of the Owner.
- 5.7. If the Work is to be awarded, the Successful Bidder shall hold their pricing for a minimum of one hundred and twenty (120) days after the date of Owner's receipt of Quotes, to allow Owner to obtain necessary approvals to issue a purchase order.
- 5.8. More than one Quote received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. If, in the determination of the Owner, there are reasonable grounds for believing that any Bidder is interested in more than one Quote for the same work, or that any collusion exists among the Bidders, this will result in the rejection of the Proposals of those Proposers who participated in those Price Proposals. In either case the Owner may deem those Proposers to be non-responsible or non-qualified Proposers.

6. TAXES

- 6.1. The successful Bidder shall pay all applicable sales, consumer use and other similar taxes required by law.

7. PROJECT DOCUMENTS

- 7.1. It is the intent of the Project Documents to describe in general the work required to be completed and the equipment required to be supplied to provide a functionally complete project. Any work, materials or equipment that may reasonably be inferred as being required to provide the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications,

manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

- 7.2. The apparent silence of the project documents to any detail, or the apparent omission from the project documents of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the project documents shall be made on the basis of this statement. Bidder shall take field measurements and verify field conditions and shall carefully review site conditions and other information as needed to provide a comprehensive quotation for the Work.
- 7.3. If before or during the performance of the Work bidder discovers a conflict, error or discrepancy, bidder shall immediately report same to Project Manager in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Project Manager. Bidder shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Bidder with before commencing any portion of the Work.
- 7.4. Project Documents are intended to show general arrangements of the work required. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installations shall be furnished and installed as part of the Work, whether or not called for by the Project Documents.

8. INTERPRETATIONS

- 8.1. All questions about the meaning or intent of the Project Documents shall be submitted to The Town of Jupiter Utilities, Attn: Jonathan Batista, P.E., in writing by email to Jonathanb@jupiter.fl.us. Replies will be issued by Addenda as necessary and delivered to all parties recorded by www.DemandStar.com as having received the Project Documents. Questions received less than three days prior to the date for opening of Quotes will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 8.2. Bidders interested in conducting a site visit shall contact Jonathan Batista at (561)741-2705 or jonathanb@jupiter.fl.us, with a minimum 48 hours' notice to schedule a visit. A site visit will be conducted at the pre-bid meeting.

9. PRICES QUOTED

- 9.1. Prices shall be shown in unit amounts, written numerical figures, and extensions (Values) whenever applicable. In the event of discrepancies existing between unit amounts and extensions (Values) or totals, the written unit amounts shall govern.
- 9.2. Discrepancies in the multiplication of estimated quantities, units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

- 9.3. All applicable discounts shall be included in the Quote for materials and services and will be considered as determining factors in recommending an award in case of tie quotes. Discounts extended to Owner shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.
- 9.4. Chain discounts are not acceptable and will not be considered in determining an award. Firm prices are to be quoted for the term of the Work.
- 9.5. Bidder warrants by virtue of quoting that prices, terms and conditions in the Quote will be firm for acceptance, for a period of one hundred and twenty (120) calendar days from the date of Quote opening unless otherwise stated by the Owner.
- 9.6. The Quote price shall include all permit fees, royalties, license fees and other costs arising from the use of such design, device or materials in any way involved in the work and all costs of packaging, transporting and delivery to the designed location within the Owner.
- 9.7. For the purpose of evaluation, the Quote must indicate any variance or exceptions to the stated specification no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the specifications in every respect.

10. QUOTE FORM

- 10.1. The Quote Form is included herein (see Quote).
- 10.2. Quote Forms must be completed in ink or typed. The Unit Price and Extended Value of each Item on the form must be provided in numerals. All quote forms must be filled out in their entirety. Figures must be provided for all unit prices and values. Incomplete quote forms will be considered non-responsive.
- 10.3. Sealed quotes submitted 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.
- 10.4. All names must be typed or printed below the signature.
- 10.5. The quote shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Quote Form).
- 10.6. The address, email address, and phone number to which communications regarding the Work are to be directed must be shown.

11. QUOTES TO REMAIN OPEN

- 11.1. All quotes shall remain open for one hundred and twenty (120) calendar days after the day sealed quotes are due.

12. INDEMNIFICATION

- 12.1. By submitting a quote, the bidder agrees to indemnify and hold the Town of Jupiter, its agents, employees and elected officers free and harmless at all times from and against any and all claims, liability, expenses, losses, suits, costs, fines, and damages (including attorney's fees) arising out of or incident to or in connection with the bidder's responsibility to perform under this Work. This

agreement in no way restricts or interferes with the right of any political subdivision of Palm Beach County, Florida, to re-quote any or all items.

13. EQUAL OPPORTUNITY

- 13.1. The Town of Jupiter recognizes fair and open competition as a basic tenet of public procurement. Bidders doing business with the Owner are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age or sex.

14. OCCUPATIONAL HEALTH & SAFETY

- 14.1. In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this Quote must be accompanied by a Material Safety Data Sheet ("MSDS") which may be obtained from the manufacturer. The MSDS must include the following information:

- 14.1.1. The chemical name and the common name of the toxic substance.
- 14.1.2. The hazards or other risks in the use of the toxic substance including: a) The potential for fire, explosion, corrosively and reactivity; b) The known acute and chronic health effects of risk from exposure including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and c) The primary routes of entry and symptoms of over exposure.
- 14.1.3. The proper precautions, handling practices, necessary personal protection equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of exposure.
- 14.1.4. The emergency procedure for spills, fire, disposal and first aid.
- 14.1.5. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- 14.1.6. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

15. AUDIT RIGHTS

- 15.1. The Owner reserves the right to audit the records of the successful Bidder for the commodities and/or services provided under the Work at any time during the performance and term of the Work and for a period of five (5) years after completion and acceptance by the Owner. If required by the Owner, the successful Bidder agrees to submit to an audit by an independent certified public accountant selected by the Owner. The successful Bidder shall allow the Owner to inspect, examine and review the records of the successful Bidder in relation to this Work at any and all times during normal business hours during the term of the Work.
- 15.2. The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Work and in furtherance thereof may demand and obtain records and testimony from the Bidder and its subcontractors and lower tier subcontractors. The Bidder understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Bidder or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when

requested may be deemed by the municipality to be a material breach of this Work justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second- degree misdemeanor.

16. CONFLICT OF INTEREST

- 16.1. The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders must disclose with their Quote the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the Owner or any of its agencies. Further, all Bidders must disclose the name of any public officer or employee of the Owner who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

17. SPECIAL LEGAL REQUIREMENTS

17.1. PUBLIC RECORDS

- 17.1.1. This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The Contractor acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.

- 17.1.2. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

- 17.1.3. If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

- 17.1.4. A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

- 17.1.5. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2469, HALEYJ@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.**

17.2. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

- 17.2.1. The Town of Jupiter encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.

17.3. CONE OF SILENCE, Sec. 2-355. Cone of Silence

- 17.3.1. Cone of silence means a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:
- 17.3.1.1. Any person or person's representative seeking an award from such competitive solicitation; and
 - 17.3.1.2. Any county commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.
- 17.3.2. For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.
- 17.3.3. The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid, or any other competitive solicitation, and shall remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.
- 17.3.4. The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, Contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or chief executive officer that is not a member of the local municipal governing body, or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.
- 17.3.5. The cone of silence shall not apply to any purchases made in an amount less than the competitive bid threshold set forth in the county purchasing ordinance (County Code, chapter 2, article III, division 2, part A, section 2-51 et seq.) or municipal ordinance as applicable.
- 17.3.6. The cone of silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.
- 17.3.7. Any contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.

17.4. EMPLOYMENT ELIGIBILITY REQUIREMENTS (E-VERIFY REGISTRATION AND USE)

- 17.4.1. Provisions for employment eligibility under Section 448.095 F.S. (Florida Statutes) shall apply to all contractors, and subcontractors performing Work, providing supplies, or providing services under this Work.
- 17.4.2. Bidders are responsible to review Section 448.095 F.S. in its entirety and ensure that all obligations of the Statute are complied with.
- 17.4.3. Bidder shall register and use the E-Verify system as required by Section 448.095 F.S. and require their subcontractors and suppliers to do the same.
- 17.4.4. The Apparent Successful Bidder shall provide Owner with any information or documentation necessary for compliance with the E-Verify requirements of Section 448.095 F.S. as requested in writing by Owner.
- 17.4.5. Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verifv.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.
- 17.4.6. Subcontractors –
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes. (Refer to Request for Quotes)
 - (iii) Contractor shall provide a copy of all subcontractor affidavits to the Town upon receipt and shall maintain a copy for the duration of the Agreement.
- 17.4.7. Contractor must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor (refer to Bid Proposal forms) stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration is in the E-Verify system.
- 17.4.8. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the Town. Contractor shall be liable for all costs incurred by the Town to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

End of General Instructions for Submitting a Quote

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Quote Form
Schedule of Values

**This page should be clearly marked with a tab for easy identification during the quote opening process.*

Company's Name: _____

Generator Fuel Tank Replacement (WS2431)

Item No.	Item Description	Quantity	Unit	Unit Price	Extended Value
1	Consideration for Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
2	Removal and disposal of spent diesel fuel from existing tank	1	LS	\$ _____	\$ _____
3	Removal and disposal of existing 2,400 gallon steel sub-base diesel fuel tank	1	LS	\$ _____	\$ _____
4	Furnish and install new 1,200 gallon sub-base fuel tank	1	LS	\$ _____	\$ _____
5	Supply and install clean diesel fuel into new tank	1	LS	\$ _____	\$ _____
				Total Price (Items 1-5) =	\$ _____

Total Price (Items 1-5) in Words: _____

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Quote Form (Continued)

If awarded the Work, the undersigned agrees to attend a pre-construction meeting with the Owner and initiate work within fifteen (15) calendar days from the date of Owner issued Work Authorization, and to fully complete all necessary work within the time limits specified below.

Final Completion: 120 calendar days from Date of Work Authorization

The under signed agrees that all project documents issued for this work, including addenda, have been reviewed and site visits performed, as necessary to provide a comprehensive quote. The undersigned acknowledges receipt of _____ (insert number) Addenda for this work.

The undersigned hereby declares that the only Persons, company, or parties interested in this Quote to be entered into, as principals, are named herein; and that this Quote is made without connection with any other person, company, or parties making a Quote; and that it is in all respects fair and in good faith without collusion or fraud.

The undersigned hereby declares he/she has carefully and to his/her full satisfaction examined this Request for Quotes including all associated documents, including instructions, specifications, drawings, addenda, and has fully examined the project site and hereby agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the prosecution and completion of the work.

The undersigned acknowledges that payments made by the Town of Jupiter will be made via electronic funds transfers (EFT) and vendor will provide the Town of Jupiter with the information required to make EFT payments.

The undersigned 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 work and in furtherance thereof may demand and obtain records and testimony from the bidder and its subcontractors and lower tier subcontractors. The bidder understands and agrees that in addition to other remedies and consequences provided by law, the failure of the bidder or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested any be deemed by the municipality to be a material breach of this proposal justifying its termination.

Questions concerning this project shall be directed to Jonathan Batista, P.E. in writing by email Jonathanb@jupiter.fl.us.

The Town of Jupiter reserves the right to waive any irregularities and to reject any and all quotes. The Town of Jupiter is an equal opportunity employer.

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Quote Form (Continued)

The undersigned states that this quote is the only quote for this project in which he is interested and certifies that all of the information provided in this quote is true and correct.

SUBMITTAL DATE _____

COMPANY NAME _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) _____

(if the entity has no FEIN, include the Social Security Number of the individual signing this Proposal
_____.)

SIGNATURE OF RESPONSIBLE OFFICIAL _____

PRINT NAME AND TITLE OF RESPONSIBLE OFFICIAL _____

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL _____

BUSINESS ADDRESS _____

BUSINESS TELEPHONE _____

STATE OF INCORPORATION _____

FULL NAMES AND ADDRESSES OF PERSONS/PARTIES INTERESTED IN THE FOREGOING QUOTE, AS PRINCIPALS:

FULL NAME, TITLE, EMAIL ADDRESS, AND PHONE NUMBER OF PERSON MANAGING THE WORK UNDER THIS CONTRACT:

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Contractor E-Verify Affidavit

I hereby certify that _____ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of contractor company acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires:

Subcontractor E-Verify Affidavit

I hereby certify that _____ [insert subcontractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert subcontractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of contractor company acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires:

Technical Specifications
Generator Fuel Tank Replacements (WS2431)

Section 01025

Measurement and Payment

PART 1 – GENERAL

1.01 GENERAL

A. SCOPE OF THIS SECTION

1. The following explanation of the Measurement and Payment for the Schedule of Payment items is provided; however, the omission or reference to any item shall not alter the intent of the Quote Form or relieve the Bidder of the necessity to perform the Work in its entirety as required by the Work Authorization.
2. The unit prices prepared by the Bidder for the various items of work are intended to establish a total price for completion of the work in its entirety. Should the bidder feel that the cost for any particular work item has not been established by the Schedule of Payment items or this section; the Bidder shall include the cost for that work in one of the pay items so the quote for the project reflects the total cost to complete the work in its entirety.
3. The Owner reserves the right to increase or decrease the quantity of any item or portion of the work during the progress of construction in accordance with the terms of the Project Documents.
4. Payment shall be made for the items listed on the Quote Form on the basis of the work actually performed and completed, such work including but not limited to, the furnishing of all necessary labor, materials, equipment, tools, transportation, delivery, disposal of waste and surplus material, restoration, and all other appurtenances to complete the construction and installation of the work as shown on the drawings and described in the specifications.
5. Bidder is responsible to conduct the Work in a professional and careful manner so as to not damage or destroy existing facilities in the vicinity of the Work. Bidder will be responsible to repair/replace any damage caused to existing facilities resulting from Bidder's Work.

1.02 APPLICATION FOR PAYMENT

- A. Submit payment applications on a monthly basis, at the end of each month, for work completed and accepted by the Owner.
- B. Review monthly requests for payment in the field with the Owner's representative. Submit a draft application for payment to Owner for approval and comment, prior to submitting the final signed request for payment.
- C. Preparation:
 1. Submit application for payment, a listing of materials on hand as applicable, and such supporting data as may be requested by the Owner.
 2. Include Owner's Application for Payment Cover Sheet and partial or full releases of liens, as appropriate, for all subcontractors, suppliers, and Bidder.

PART 2 – PRODUCTS

2.01 ITEM DESCRIPTIONS

1. Consideration for Indemnification (Pay Item No. 1)

- A. Method of Measurement: The quantity to be paid for under this Pay Item shall be on a lump sum basis.
- B. Basis of Payment: Payment for consideration for indemnification of the Owner will be based upon the Quote Unit Price named for such work, in accordance with Quote. Payment will be one hundred dollars and shall constitute full compensation for indemnifying the Owner for the Work of this project. Bidder shall provide the Town with a certificate of insurance under this pay item.

2. Removal and Disposal of Spent Diesel Fuel from Existing Tank (Pay Item No. 2)

- A. Method of Measurement: The quantity to be paid for under this Pay Item shall be for the removal of all spent diesel fuel from the existing tank and legal off-site disposal.
- B. Basis of Payment: Payment shall be made at the Quote Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment necessary to pump out the existing tank, store, haul, and properly dispose of the spent diesel fuel.

3. Removal and Disposal of Existing 2,400 Gallon Steel Sub-base Diesel Fuel Tank (Pay Item No. 3)

- A. Method of Measurement: The quantity to be paid for under this Pay Item shall be for removal and legal off-site disposal of the existing fuel tank.
- B. Basis of Payment: Payment shall be made at the Quote Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment necessary to remove the existing generator from the existing sub-base fuel tank, temporary storage and protection of existing generator, disconnection of all necessary wiring and piping connections, removal of the existing sub-base fuel tank, hauling and proper disposal of fuel tank, and all incidentals necessary to complete the tank removal and disposal in full.

4. Furnish and Install New 1,200 Gallon Double Wall Sub-Base Diesel Fuel Tank (Pay Item No. 4)

- A. Measurement and Payment: The quantity to be paid for under this Pay item shall be for furnishing and installing the new 1,200 gallon sub-base fuel tank.
- B. Basis for Payment: Payment shall be made at the Quote Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment necessary to install the new sub-base fuel tank, and reinstall existing generator, make all connections between the generator and new tank, make all electrical and piping connections necessary to return the generator to service, conduct operational testing of the generator and operational testing of all monitoring devices and safety devices associated with the generator and fuel tank for regulatory compliance, and obtain all inspections as required by permits (TOJ, PBCERM, FDEP).

5. **Supply and Install Clean Diesel Fuel into New Tank (Pay Item No. 5)**

- A. Measurement and Payment: The quantity to be paid for under this Pay item shall be for supplying and filling the new sub-base diesel tank with clean fuel that contains algaecide and stabilizer.
- B. Basis for Payment: Payment shall be made at the Quote Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment necessary fill the new tank to its maximum capacity.

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Section 01030
Hurricane Preparedness

PART 1 – GENERAL

- A. The Bidder's attention is drawn to the possibility of hurricane or severe storm conditions occurring at the site of work during the course of Work.
- B. Within fourteen (14) days of the date of the Work Authorization, the Bidder shall submit to the Owner a Hurricane Preparedness Plan. The plan should outline the necessary measures which the Bidder proposes to perform at no additional cost to the Owner in case of a hurricane or severe weather warning.
- C. In the event of inclement weather, or whenever the Owner shall direct, the Bidder shall, and will, cause Subcontractors to protect carefully the Work and materials against damage or injury by reasons of failure on the part of the Bidder or any Subcontractor to so protect the Work. Such Work and materials so damaged shall be removed and replaced at the expense of the Bidder.
 - 1. Hurricane Watch: Upon designation of a hurricane watch, the Bidder shall be responsible for storing all loose supplies and equipment on the job site that may pose a danger. In addition, the Bidder shall remove all bulkheads and plugs in pipelines that would impede drainage in the case of flooding. Structures that may be in danger of floatation shall be flooded. The Bidder shall also cooperate with the Owner in protecting any other structures at the site.
 - 2. Hurricane Warning: No mobile "temporary facility" under the control of or on the property of the Owner shall be staffed during a hurricane warning. Bidder facilities meeting these criteria shall be evacuated. Reasonable steps shall be taken to protect all such facilities and their contents from damage and to avoid the facility causing damage to the surroundings.

PART 2 – PRODUCTS - (Not Used)

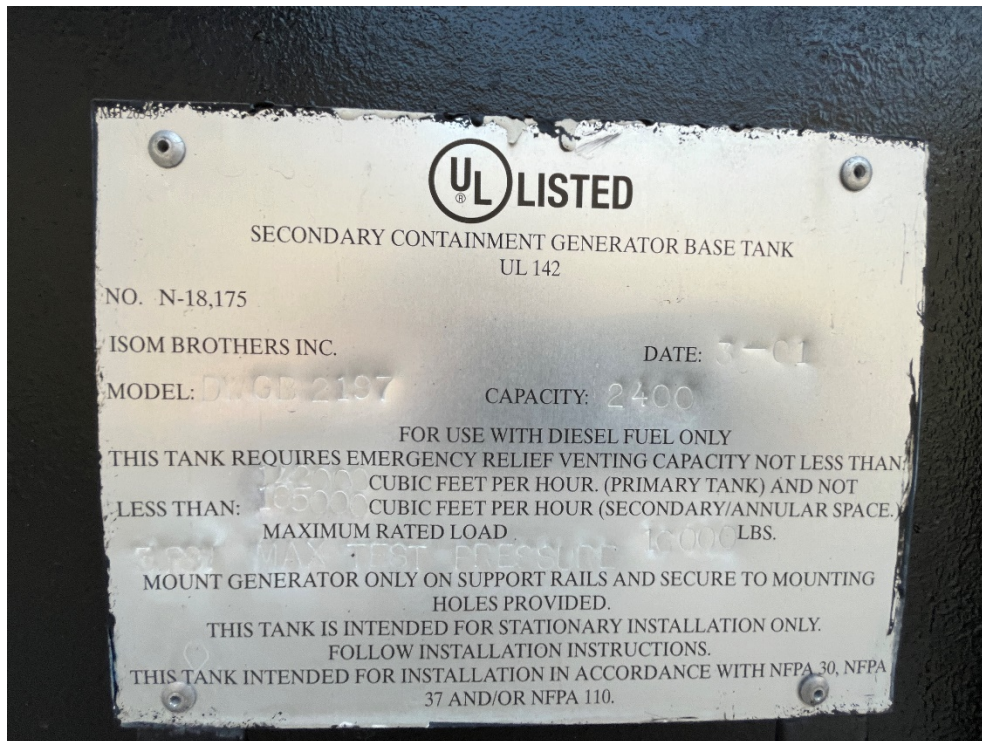
PART 3 – EXECUTION - (Not Used)

END OF SECTION

Appendix A: Photos of Existing Generator Fuel Tank and Access



















TOWN OF JUPITER
Fire/Public Safety Structures Progressive Design-Build Services and Authorization of the
Use of Surtax Fund Proceeds



DATE	August 20, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Roger Held, Director of Construction Services, Thomas Hernandez, Director of Engineering and Public Works
SUBJECT	<u>Fire Public Safety Structures</u> <u>A. Resolution 106-24,</u> Approving the award of EPW 2024-23, Fire/Public Safety Structures Progressive Design-Build Services to Kaufman Lynn Construction, Inc. in an amount not to exceed \$4,917,970.00 <u>B. Resolution 103-24,</u> Authorizing the use of surtax fund proceeds in the amount of \$4,489,773.00

EXECUTIVE SUMMARY

On July 16, Town Council approved Cinquez Park and Piatt Place as the sites for the Town's two new fire stations. The construction of these two stations will fall into two phases, with Phase I being the design of both sites and the demolition and earthwork of the existing parking structure located on Piatt Place. Phase II will include the construction of the two new stations, and Town staff will seek appropriation for Phase II at a later date.

Town staff issued a Request for Qualifications in accordance with the Town's Procurement Policy and is providing Resolution 106-24 for consideration by Town Council for approval of Contract EPW 2024-23, Fire/Public Safety Structures Progressive Design-Build Services to Kaufman Lynn Construction, Inc. (Kaufman Lynn) in an amount of \$4,917,970.00. This amount is for Phase I, which includes design work for both sites and demolition and earthwork for Piatt Place.

Town staff is also providing Resolution 103-24 for consideration by Town Council for the authorization of the use of accumulated surtax fund proceeds to be used for Phase I and Phase II.

In addition to surtax funding, the Community Redevelopment Agency (CRA) will contribute \$1,242,829 in TIFF funds towards Phase I and Phase II. The TIFF portion of the funding will be presented to the CRA Commission as an amendment to the FY2024 budget.

Once Phase I has reached the 60% milestone, staff will need to bring a Supplemental Agreement to the Contract back to Town Council for consideration in order to authorize the guaranteed maximum price for Phase II.

The Town Attorney has reviewed this standard form in the past and found it to be acceptable.

ANALYSIS

A request for qualifications was issued for this project, and the proposal from Kaufman Lynn Construction, Inc. was found to be responsive and responsible (see attachments 3 and 4 for scoring). Resolution 106-24 is provided for consideration by the Town Council to approve the award of Contract EPW 2024-33, Fire/Public Safety Structures Progressive Design-Build Services to Kaufman Lynn Construction in the amount of \$4,917,970, for Phase I.

Resolution 103-24, if approved, provides for \$4,489,773 of funding for the project to come from surtax funds. \$1,242,829 of funding will come from the Community Redevelopment Agency (CRA) and will be provided as an amendment to the FY2024 CRA Budget.

If resolutions 106-24 and 103-24 are approved, the Mayor will be authorized to execute the Contract on the Town's behalf, and the Finance Director will be authorized to appropriate \$4,489,773 of surtax funding to the construction of two fire stations.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Organizational Excellence
- Safety

ATTACHMENTS

1. Resolution No. 106-24
2. Resolution No. 103-24
3. Selection Committee Technical Scoring
4. Price Proposal Tabulation
5. Contract
6. Surtax Fund Cash Flow
7. Presentation

FUNDING SOURCE

Approved in Budget	N/A	Sources: N/A
Additional Funding Requested:	\$1,242,829.00 \$4,489,773.00	Sources: CRA Surtax

For more information or to request attachments, please contact Kali Beams at kalib@jupiter.fl.us and/or 561-741-2467.

RESOLUTION NO. 106-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AWARDED CONTRACT EPW 2024-23, FIRE/PUBLIC SAFETY STRUCTURES PROGRESSIVE DESIGN-BUILD SERVICES TO KAUFMAN LYNN CONSTRUCTION, INC. IN AN AMOUNT NOT TO EXCEED \$4,917,970.00 AND TO AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT ON ITS BEHALF

WHEREAS, the Town of Jupiter (Town) is a municipality with those powers and responsibilities enumerated in Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

WHEREAS, the Town's Engineering and Public Works Department solicited bids for the project EPW 2024-23, Fire/Public Safety Structures Progressive Design-Build Services; and

WHEREAS, the scope of work for the Fire Public Safety Structures Progressive Design-Build Services consists of but is not limited to design and construction of the Piatt Place and Cinquez Park Fire Stations, in addition to other necessary modifications to existing park elements and infrastructure to support the fire stations; and

WHEREAS, based on the Town staff's analysis of the Statements of Qualification and Proposal Forms, Town Council has determined that Kaufman Lynn Construction, Inc. is qualified to provide the services sought by the Town pursuant to its solicitation of Proposals; and

WHEREAS, the Town Council has determined that it should award Contract EPW 2024-23 in an amount not to exceed \$4,917,970.00 to Kaufman Lynn Construction, Inc.; and

WHEREAS, the Town has sufficient funds to award the Project.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE
TOWN OF JUPITER, FLORIDA:**

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized to execute the contract with Kaufman Lynn Construction, Inc. in an amount not to exceed \$4,917,970.00.

Section 3. This Resolution shall take effect immediately upon its execution.

RESOLUTION NO. 103-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA AUTHORIZING THE EXPENDITURE OF PROCEEDS RECEIVED BY THE TOWN FROM PALM BEACH COUNTY'S LEVY OF A ONE-CENT INFRASTRUCTURE SALES SURTAX; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 8, 2016, the voters of Palm Beach County approved a referendum question to levy a One-Cent Infrastructure Sales Surtax (Surtax) on the sale of certain goods and materials; and

WHEREAS, the proceeds from the Surtax may be used by Palm Beach County and municipalities for the acquisition of certain improvements to public infrastructure; and

WHEREAS, the Town Council is adopting this resolution to authorize expenditures from the proceeds the Town will receive from the Surtax; and

WHEREAS, the Surtax went into effect January 1, 2017, and will be in place for up to 10 years, and during this period is projected to raise approximately \$2.69 billion for infrastructure investment, repairs, renovations, or improvements; and

WHEREAS, the Surtax as adopted by interlocal agreement is to be shared among Palm Beach County, the Palm Beach County School District, and Palm Beach County's 39 municipalities; and

WHEREAS, as its share of the Surtax, the Town of Jupiter anticipates collecting \$40 million over the 10 years from the Surtax; and

WHEREAS, pursuant to this Resolution the Council authorizes the expenditure of its share of the Surtax funds it receives from the County.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA:

SECTION 1. The foregoing recitals are incorporated herein.

SECTION 2. The Town Council hereby authorizes the expenditure of proceeds it receives from the One-Cent Infrastructure Surtax it receives from Palm Beach County to fund the construction of two new fire stations in the amount of \$4,489,773.

SECTION 4. This Resolution shall become effective immediately upon execution.

Fire/Public Safety Structures RFQ For Progressive Design-Build Services
Contract EPW 2024-23
Selection Committee Technical Scoring

Kaufman Lynn Construction, Inc.

Committee Member	Section 1 (Pass/Fail)	Section 2 (25 pts max)	Section 3 (25 pts max)	Section 4 (25 pts max)	Section 5 (15 pts max)	Section 6 (10 pts max)	Total
Chief Darrel Donatto	Pass	20	25	20	10	5	80
D. Chief Stephen Shaw	Pass	25	25	25	15	8	98
Roger Held	Pass	25	25	25	15	9	99
Scott Reynolds	Pass	25	25	25	12	10	97
Thomas Hernandez	Pass	24	23	22	6	8	83
Total Technical Score							457

Gulf Building, LLC (Gulf Building - PGAL (Gulf Building, LLC))

Committee Member	Section 1 (Pass/Fail)	Section 2 (25 pts max)	Section 3 (25 pts max)	Section 4 (25 pts max)	Section 5 (15 pts max)	Section 6 (10 pts max)	Total
Chief Darrel Donatto	Pass	15	20	20	10	10	75
D. Chief Stephen Shaw	Pass	10	20	25	5	5	65
Roger Held	Pass	20	20	20	13	9	82
Scott Reynolds	Pass	25	25	25	10	10	95
Thomas Hernandez	Pass	23	25	25	11	8	92
Total Technical Score							409

WJ Kast (Kast Construction Company, LLC)

Committee Member	Section 1 (Pass/Fail)	Section 2 (25 pts max)	Section 3 (25 pts max)	Section 4 (25 pts max)	Section 5 (15 pts max)	Section 6 (10 pts max)	Total
Chief Darrel Donatto	Pass	25	25	25	15	10	100
D. Chief Stephen Shaw	Pass	20	25	25	15	10	95
Roger Held	Pass	20	20	20	14	10	84
Scott Reynolds	Pass	25	25	25	15	10	100
Thomas Hernandez	Pass	20	20	23	11	10	84
Total Technical Score							463

Rycon Construction (Rycon Construction, Inc.)

Committee Member	Section 1 (Pass/Fail)	Section 2 (25 pts max)	Section 3 (25 pts max)	Section 4 (25 pts max)	Section 5 (15 pts max)	Section 6 (10 pts max)	Total
Chief Darrel Donatto	Pass	15	15	15	10	5	60
D. Chief Stephen Shaw	Pass	10	20	5	15	5	55
Roger Held	Pass	19	19	20	10	8	76
Scott Reynolds	Pass	25	25	20	15	10	95
Thomas Hernandez	Pass	11	10	11	1	8	41
Total Technical Score							327

HJ High (H.J. High Construction Company)

Committee Member	Section 1 (Pass/Fail)	Section 2 (25 pts max)	Section 3 (25 pts max)	Section 4 (25 pts max)	Section 5 (15 pts max)	Section 6 (10 pts max)	Total
Chief Darrel Donatto	Pass	25	25	25	15	10	100
D. Chief Stephen Shaw	Pass	20	25	25	15	10	95
Roger Held	Pass	20	19	18	10	10	77
Scott Reynolds	Pass	25	25	23	15	10	98
Thomas Hernandez	Pass	20	19	19	9	10	77
Total Technical Score							447

PRICE PROPOSAL OPENING DATE: August 7, 2024

PRICE PROPOSAL OPENING TIME: 2:00 PM

PRICE PROPOSAL TABULATION
TITLE: 2024-23 FIRE/PUBLIC SAFETY STRUCTURES
RFQ#: EPW 2024-23

CONTRACTOR NAME & ADDRESS	UNVERIFIED PROPOSAL AMOUNT	REVIEWED CALCULATED PROPOSAL AMOUNT	BID BOND/SECURITY
Kaufman Lynn Construction, Inc. 3185 Congress Avenue Delray Beach, FL 33445	\$4,917,970.00	\$4,917,970.00	5% of Bid; Markel Insurance Company
Gulf Building -PGAL 1121 East Broward Boulevard Fort Lauderdale, FL 33301	\$5,843,140.00	\$5,843,139.00	5% of Bid; Berkley Insurance Company
WJ Kast Construction Company Florida, LLC 701 Northpoint Parkway #400 West Palm Beach, FL 33407	\$7,208,474.00	\$7,208,474.00	5% of Bid; Liberty Mutual Insurance Company
Rycon Construction, Inc. 15471 SW 12 th Street, Suite 205 Sunrise, FL 33326	\$4,487,881.00	\$4,487,981.00	No Bond
HJ High Construction 1015 West Amelia Street Orlando, FL 32805	\$3,432,747.00	\$3,432,747.00	5% of Bid; Federal Insurance Company

EPW 2024-23
CONTRACT
BETWEEN THE
TOWN OF JUPITER
AND
KAUFMAN LYNN CONSTRUCTION, INC

THIS CONTRACT, made this 20th day of August 2024, by and between the Town of Jupiter, a public corporation of the State of Florida, hereinafter designated as "the TOWN", and Kaufman Lynn Construction, Inc., 3185 South Congress Avenue, Delray Beach, FL 33445, a Florida Corporation, FEID Number 65-0098115 hereinafter designated as "the CONTRACTOR".

WITNESSETH THAT

WHEREAS, the TOWN is a municipality and given those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the TOWN is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the TOWN desires the services of a qualified and experienced contractor to provide construction services; and

WHEREAS, the TOWN solicited and received Proposals on July 23, 2024 for the Construction of the FIRE/PUBLIC SAFETY STRUCTURES PROGRESSIVE DESIGN-BUILD SERVICES, Palm Beach County, Florida; and

WHEREAS, the CONTRACTOR has responded to the TOWN'S solicitation and the CONTRACTOR is qualified and willing to provide said services; and

WHEREAS, the TOWN has found the CONTRACTOR'S response to be acceptable and wishes to enter into a CONTRACT; and

WHEREAS, the TOWN has budgeted funds in its current fiscal year budget which are available for the funding of this CONTRACT;

NOW, THEREFORE, the TOWN and the CONTRACTOR in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. STATEMENT OF WORK

The CONTRACTOR shall furnish all materials, tools, labor, equipment, and other necessary items for the performance of the work, and shall perform the required work in accordance with the CONTRACT Documents for CONTRACT No. EPW 2024-23 entitled FIRE/PUBLIC SAFETY STRUCTURES PROGRESSIVE DESIGN-BUILD SERVICES, Palm Beach County ("Project").

- 1.1. CONTRACTOR shall provide the TOWN with a copy of its license to do business as a General Contractor in the State of Florida, and also shall provide the Town with a copy of its Palm Beach County Local Business Tax Receipt prior to commencing any work under the CONTRACT. In lieu of a Palm Beach County issued Local Business Tax Receipt and in accordance with Florida Statutes 205.065, a current Department of Professional Regulation certificate shall be provided with a copy of the Local Business Tax Receipt of the CONTRACTOR'S permanent business location's county/city.
- 1.2. Examine the CONTRACT Documents and the site of the proposed work carefully before submitting a proposal for the work contemplated. Investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all CONTRACT Documents.

2. CONTRACT TERM, PERIOD OF PERFORMANCE AND LIQUIDATED DAMAGES

- 2.1. Unless extended or terminated, the period of performance of this CONTRACT shall commence upon the effective date of the Notice to Proceed and continue for a period of **Five Hundred Seventy-Five (575)** calendar days. The CONTRACTOR shall not proceed with work under this CONTRACT until a written Notice to Proceed is received from the TOWN.
- 2.2. The parties agree that the TIME IS OF THE ESSENCE, in the performance of each and every obligation under this CONTRACT. The CONTRACT period of performance may only be changed by a supplemental agreement or written time extension.
- 2.3. Failure to complete the Project within the time fixed in this CONTRACT will result in substantial injury to the TOWN. As damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if the project is not completed with the time fixed or within such further time, if any, as may be authorized in accordance with the CONTRACT documents, the CONTRACTOR shall pay to the TOWN as Liquidated Damages for such delay, and not as a penalty, **Three Thousand, Eight Hundred Dollars and No Cents (\$3,800.00)**, for each and every calendar day elapsing between the date fixed for completion and the date such completion shall have actually occurred.
- 2.4. This provision of Liquidated Damages for delay shall in no manner affect the TOWN's right to terminate the CONTRACT. The TOWN's exercise of the right to terminate shall not release the CONTRACTOR from his obligation to pay Liquidated Damages. It is further agreed that the TOWN may deduct from the balance of the CONTRACT sum held by the TOWN the Liquidated Damages stipulated herein or such portions as said balance will cover.

3. CONSIDERATION

- 3.1. The consideration for the full and complete performance under this CONTRACT, subject only to such additions and deductions as are agreed to by the parties in writing, shall be an amount not to exceed Four Million, Nine Hundred Seventeen Thousand, Nine Hundred Seventy Dollars and No Cents (\$4,917,970.00).
- 3.2. The aggregate CONTRACT price, as stated above, includes the specific indemnification consideration required under Section 725.06, Florida Statutes. By including such specific consideration in addition to other good and valuable considerations, paid by the TOWN, the receipt of which is acknowledged by the CONTRACTOR, the parties agree that they have complied with the requirements of Section 725.06, Florida Statutes, if applicable, for the indemnification agreement in Paragraph 5 of this CONTRACT.
- 3.3. Pursuant to Section 287.055(5)(a), Florida Statutes, the signature on this CONTRACT by an authorized agent of the CONTRACTOR, serves as the execution of a truth-in-negotiation certificate, stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The CONTRACTOR agrees that the TOWN may adjust the consideration of this CONTRACT to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN may make any such adjustment within the term of this CONTRACT.

4. CONTRACT DOCUMENTS

The CONTRACT Documents listed below are incorporated herein by reference and shall become a part of this CONTRACT as though physically attached as a part hereof, and all documents in this CONTRACT shall be interpreted together to yield the most consistent results to achieve the purpose of the Project:

- 4.1. This Document and all amendments and addendums thereto.
- 4.2. CONTRACT plans for EPW 2024-23, FIRE/PUBLIC SAFETY STRUCTURES PROGRESSIVE DESIGN-BUILD SERVICES, consisting of conceptual plans prepared by Wantman Group, Inc. from the Design and Construction Criteria Packages provided for this project. The Design-Builder shall use the conceptual plans, additional information supplied in the RFQ Package, information gathered in future design meetings, and technical expertise to compose final construction plans/specifications for this project.
- 4.3. Supplemental Agreements and Unilateral Payments, Addendum, Supplemental Conditions, Technical Special Provisions, Technical Specifications, General Conditions, Town Modified Standard Specifications, FDOT Standard Specifications for Road and Bridge Construction, Town Standard Details, and FDOT Standard Plans for Road and Bridge Construction.
- 4.4. Invitation to Proposal, Instructions to Proposers, Proposal Forms, and Post Award Forms
- 4.5. Performance and Payment Bonds for CONTRACT work

5. INDEMNIFICATION

- 5.1. For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as part of the first payment for services, the

CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its elected officials, agents, guests, invitees and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the TOWN, its agents, guests, invitees, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage, resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, or consequential damage directly or indirectly connected with the CONTRACTOR, its subcontractors, its agents, or employees, and committed in connection with this CONTRACT, CONTRACTOR'S performance hereof, or any work performed hereunder.

- 5.2. The CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its agents, or employees from and against all claims, demands, actions, suits, damages losses, expenses, costs, including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, State, county or city law, by-law, ordinance of regulation by the CONTRACTOR, its agents, trainees, invitees, servants or employees. The CONTRACTOR further acknowledges that it is solely responsible for ensuring the safety of the premises to protect its employees, subcontractors, invitees, licensees and all other persons during the course of the work, and agrees to hold and save the TOWN harmless against all claims involving alleged negligence by the TOWN in failing to adequately ensure the safety of the site or otherwise ensure compliance with the CONTRACT.
- 5.3. The CONTRACTOR agrees to indemnify, defend, save and hold harmless the TOWN, its officers, agents, and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property, or other work in connection with the performance of the CONTRACT.
- 5.4. CONTRACTOR shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including appellate attorneys' fees and costs).
- 5.5. TOWN reserves the right to select its own counsel to conduct any defense in any such proceedings and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under the indemnification agreement set forth herein. Nothing contained herein is intended nor shall it be construed to waive TOWN's rights and immunities under the common law or Florida Statute 768.28, as amended from time to time.
- 5.6. Guaranty of Payment for Claims: The CONTRACTOR guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against him or any subcontractor, in connection with the CONTRACT. The TOWN'S final acceptance and payment does not release the CONTRACTOR'S bond until all claims are paid or released.

6. GRATUITIES

The CONTRACTOR hereby warrants that he has not, during the bidding process or, during the term of this CONTRACT, offered to pay any officer, employee or agent of the TOWN, anything of value including, but not limited to gifts, loans, rewards, promises of future employment, favors or services, based on the understanding that the actions, decision or judgments of such officer, employee, or agent would be influenced thereby. In the event of a breach of this provision, the

TOWN may terminate this CONTRACT without liability and, at its sole discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

7. LAW VENUE

The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.

8. CONTRACT AMENDMENTS

This contract may be amended only with the prior written approval of the parties.

9. NO ASSIGNMENT

The CONTRACTOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this CONTRACT without the prior written consent of the TOWN.

10. ATTORNEY FEES

If either party utilizes legal action, including appeals, to enforce this CONTRACT, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

11. INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent contractor and is not an employee or agent of the TOWN. Nothing in this CONTRACT shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN AND THE CONTRACTOR, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT. The CONTRACTOR is free to provide similar services to others.

12. FUNDING

In the event that sufficient budgeted funds are not available for a new fiscal period, the TOWN shall notify the CONTRACTOR of such occurrence and the CONTRACT shall terminate on the last day of the current fiscal period without penalty or expense to the TOWN.

13. RIGHT TO AUDIT

The TOWN reserves the right to audit the CONTRACTOR's records as such records relate to the services and the CONTRACT between the TOWN and the CONTRACTOR. All records shall be kept in a way so as to permit inspection pursuant to Chapter 119, Florida Statutes. The records of the CONTRACTOR shall be retained for three (3) years from the date of final payment.

14. RISK OF LOSS

The risk of loss or destruction to the project, or any portion and/or element thereof, regardless of the cause of the casualty, shall be borne solely by the Contractor until all goods and materials to be used in the work are incorporated into the Project at the Project site for its intended purpose and use and final inspection, acceptance and payment for the Project has been made by the Town. Title

to the goods shall pass to the Town upon delivery and final acceptance of the entire Project by the Town, notwithstanding the fact that periodic payments may have been made during the course of the contract.

15. FORCE MAJEURE

Notwithstanding any provisions of this Contract to the contrary, the parties shall not be held liable if failure or delay in the performance of this Contract arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, Force Majeure, Act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

16. COMPLIANCE WITH LAWS

The CONTRACTOR, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this CONTRACT. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the CONTRACTOR, upon request as to such laws of which it has present knowledge.

17. APPLICABLE LAWS, ORDINANCES, RULES, CODES AND REGULATIONS

Familiarity with Laws: Notice is hereby given that the CONTRACTOR must be familiar with all Federal, State and Local Laws, ordinances, rules, codes and regulations that may affect the work. Ignorance on the part of the CONTRACTOR will in no way relieve him from the responsibility of compliance therewith.

Non-Segregated Facilities: The CONTRACTOR and each subcontractor shall comply with the Certification of Non-Segregation Facilities.

Nondiscrimination and Equal Opportunity Employment: During the performance of the CONTRACT, the CONTRACTOR agrees as follows:

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading; demotion or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of the CONTRACT, or with any of such rules, regulations, or orders, the CONTRACT may be canceled, terminated, or suspended in whole or in part, without liability to the TOWN.

18. PUBLIC ACCESS

The CONTRACTOR shall comply with public records laws Chapter 119, Florida Statutes, specifically to: Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the service; Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure

requirements are not disclosed exempt as authorized by law; Meet all requirements for retaining public records and transfer, at no cost, to the TOWN all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt of confidential and exempt from public disclosure requirements. All records stored electronically must be provided to the TOWN in a format that is compatible with the information technology systems of the TOWN. If the CONTRACTOR does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

19. INTEGRATION

This CONTRACT states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The CONTRACTOR recognizes that any representations, statements or negotiations made by the TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing, approved and signed by an authorized TOWN representative. This CONTRACT, once properly executed, shall bind the parties, their assigns, and successors in interest.

20. NON-EXCLUSIVITY

The Award of this CONTRACT shall not impose any obligation on the TOWN to utilize the CONTRACTOR, for all work of this type, which may develop during the CONTRACT period. The TOWN specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the TOWN's best interest.

21. NO WAIVER

Changes made by the Town's Engineer will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the Town's Director of Engineering and Public Works and in accordance with the Contract Documents.

22. NOTICE

All notices and invoices to the TOWN shall be sent to the following address:

Attention:	Town of Jupiter Thomas Hernandez, P.E., Director of Engineering and Public Works 210 Military Trail Jupiter, FL 33458-5786
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All notices and invoices to the CONTRACTOR shall be sent to the following address:

23. SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

ATTEST

THE TOWN OF JUPITER

By: _____
Laura E. Cahill, Town Clerk

By: _____
Jim Kuretski, Mayor

(TOWN SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Thomas J. Baird, Town Attorney

(CONTRACTOR)

By: _____
Signature

Attested By: _____
Signature

Printed Name

Printed Name

Title

Title

TOWN OF JUPITER CASH FLOW SUMMARY - SURTAX FUNDS FISCAL YEARS 2017 - 2026											
	Actual 2017	Actual 2018	Actual 2019	Actual 2020	Actual 2021	Actual 2022	Actual 2023	Amended 2024	Proposed 2025	Proposed 2026	Total
Revenues											
Infrastructure Surtax	2,307,696	4,332,293	4,496,398	4,299,631	4,887,964	5,952,710	5,979,374	4,052,943	3,690,991	-	40,000,000
Total Proceeds	2,307,696	4,332,293	4,496,398	4,299,631	4,887,964	5,952,710	5,979,374	4,052,943	3,690,991	-	40,000,000
Project Expenditures											
PD/Data Center Construction	-	-	9,467,420	3,040,807	-	-	-	-	-	-	12,508,227
Jupiter Community Park Renovations	-	-	-	-	350,000	5,093,500	2,331,500	-	-	-	7,775,000
Island Way South	-	-	-	-	-	-	-	2,000,000	500,000	200,000	2,700,000
New Town Hall Project	-	-	-	-	-	3,000,000	-	-	-	-	3,000,000
New Town Hall Project (Bridge Loan from GF)	-	-	-	-	-	-	-	2,000,000	4,000,000	-	6,000,000
Quad Field House/Lighting	-	-	-	-	-	-	-	-	30,000	1,422,000	1,452,000
Public Works Maintenance Facility	-	-	-	-	-	-	-	-	2,075,000	-	2,075,000
Fire Stations	-	-	-	-	-	-	-	4,489,773	-	-	4,489,773
Total Expenditures	-	-	9,467,420	3,040,807	350,000	8,093,500	2,331,500	8,489,773	6,605,000	1,622,000	40,000,000
Revenues Over (Under) Expenditures	2,307,696	4,332,293	(4,971,022)	1,258,824	4,537,964	(2,140,790)	3,647,874	(4,436,830)	(2,914,009)	(1,622,000)	-
Fund Balance at Beg of Year	-	2,307,696	6,639,989	1,668,967	2,927,791	7,465,755	5,324,965	8,972,839	4,536,009	1,622,000	
Fund Balance (deficit)	2,307,696	6,639,989	1,668,967	2,927,791	7,465,755	5,324,965	8,972,839	4,536,009	1,622,000	-	-

**Jupiter Fire
Rescue
Department**

TOWN OF JUPITER

Proposed Fire Station Design Build Contract Award



—TOWN OF—
JUPITER

8/19/2024

*If you're walking down the right path
and you're willing to keep walking,
eventually you'll make progress.*

The Town of Jupiter is “walking down the right path” with the creation of the Jupiter Fire Rescue Department, and we are making great progress.



From Then...

- August 15, 2023 – The Town Council voted to create the Jupiter Fire Rescue Department and to enact the 36-month termination clause for the interlocal agreement with Palm Beach County.
- October 17, 2023 - Town Council authorized the purchase of three fire engines, one squad fire engine, and one 105-foot ladder truck.
- November 8, 2023 - Town Council authorized the purchase of four ambulances.
- January 16, 2024 – Town Council approved Piatt Place as the eastern fire station site location.



... Till Now

- January 29, 2024 - Town hires Jupiter Fire Rescue Chief.
- April 22, 2024 - Town hires Deputy Fire Chief.
- May 21, 2024 – Town Council approved Cinquez Park as the western fire station site location.
- July 9, 2024 - Planning and Zoning Commission unanimously approved the Fire Station Site Plans for both Piatt Place and Cinquez Park.
- July 16, 2024 - Town Council unanimously approved the Fire Station Site Plans for both Piatt Place and Cinquez Park.



Today

Town staff is providing Resolution 106-24 for a Progressive Design-Build Contract to design the Town's two new Fire Stations and perform demolition and earthwork at Piatt Place.



Request for Qualification

- On June 2, 2024, the Town issues a RFQ for qualified design-build firms that are capable of completing the design and construction of the Cinquez Park and Piatt Place Fire Station sites.
- On July 23, 2024, five sealed Statement of Qualifications Packages were received
 - Contained design-build firms' Statements of Qualifications.
 - Sealed Proposal Forms.



Request for Qualification

- On August 6, 2024, the Selection Committee met to compile each respondent's Technical Score.
- The selection committee determined Kaufman Lynn Construction's submission to be responsive and responsible.
- Town staff recommends awarding the contract to Kaufman Lynn Construction.



Next Steps

- **Award Design-Build Contract – August 20, 2024**
- **Start Phase I – September 2, 2024**
- **Begin Construction – Piatt Place by October 1, 2024 and Cinquez Park in Fall 2024**
- **Staff will bring back Supplemental Agreement for Phase II – at 60% milestone**
- **In-Service Date – Spring 2026**



Proposed Design Build Construction Contract

- Town staff is providing Resolution 106-24 for consideration by Town Council for approval of a Contract for Progressive Design-Build Services to Kaufman Lynn Construction.
- Staff is also providing Resolution 103-24 for the approval of the use of surtax proceeds.



TOWN OF JUPITER
Waste Management's Proposed Residential Route Changes - Roundtable



DATE	August 20, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Thomas Hernandez, Director of Engineering and Public Works
SUBJECT	Waste Management's Proposed Residential Route Changes – Roundtable

EXECUTIVE SUMMARY

Waste Management (WM) has requested the Town authorize residential route changes.

Currently, WM operates six (6) days a week. WM is proposing operations on a five (5) day week. The regular garbage pickup days on the proposed five-day work week would require changes to the days many residents receive services. Services for regular garbage and vegetative waste pickup would be provided on Monday/Thursday and Tuesday/Friday, with Wednesday being a bulk only day for the entire Town. Saturday would act as a second bulk pickup day for the Charter Neighborhoods and a makeup day for missed Friday pickups.

WM's proposed date to implement the route changes is October 7, 2024.

ANALYSIS

For Council comments and feedback to Waste Management.

STRATEGIC PRIORITY

- Organizational Excellence

ATTACHMENTS

1. TOJ Presentation
2. WM Presentation

FUNDING SOURCE

Approved in Budget	\$	Sources:
Additional Funding Requested	\$	Sources:

*Funding is not necessary for this request.

For more information or to request attachments, please contact Kali Beams at kalib@jupiter.fl.us or 561-741-2467.



TOWN OF JUPITER

Roundtable: Waste Management's Proposed Residential Route Changes



—TOWN OF—
JUPITER

8/13/2024

Current Contract

- Period of Performance: March 1, 2023 to September 30, 2031
- WM staff operates six days per week

Description of Service	Frequency	Limits
Garbage	2x per week (3 days apart)	Must fit in cart
Vegetative Waste	2x per week	Up to 8 CY per pickup
Bulk Waste	1x per week (2x in Charter Neighborhoods)	No size/weight/amount limitation 2 CY of C&D



Performance

- From March 1, 2023 to December 31, 2023 the Town received 165 JUPConnect concerns related to missed pick ups
- From January 1, 2024 to August 7, 2024 the Town received 116 JUPConnect concerns related to missed pick ups
- These numbers do not include requests for cart sizes
- These number do not include calls made directly to WM





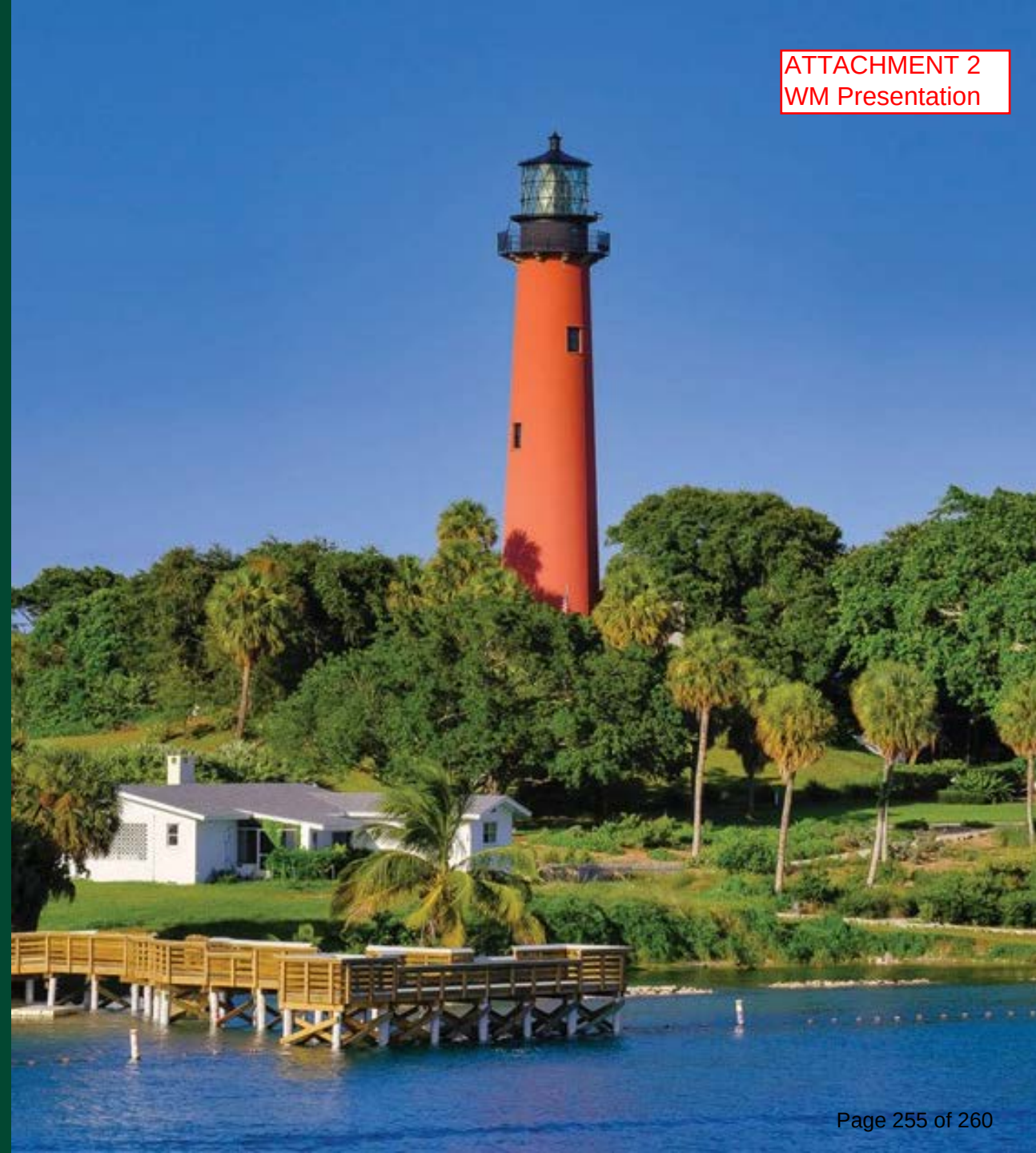
Town of Jupiter

Workshop Presentation

August 20, 2024

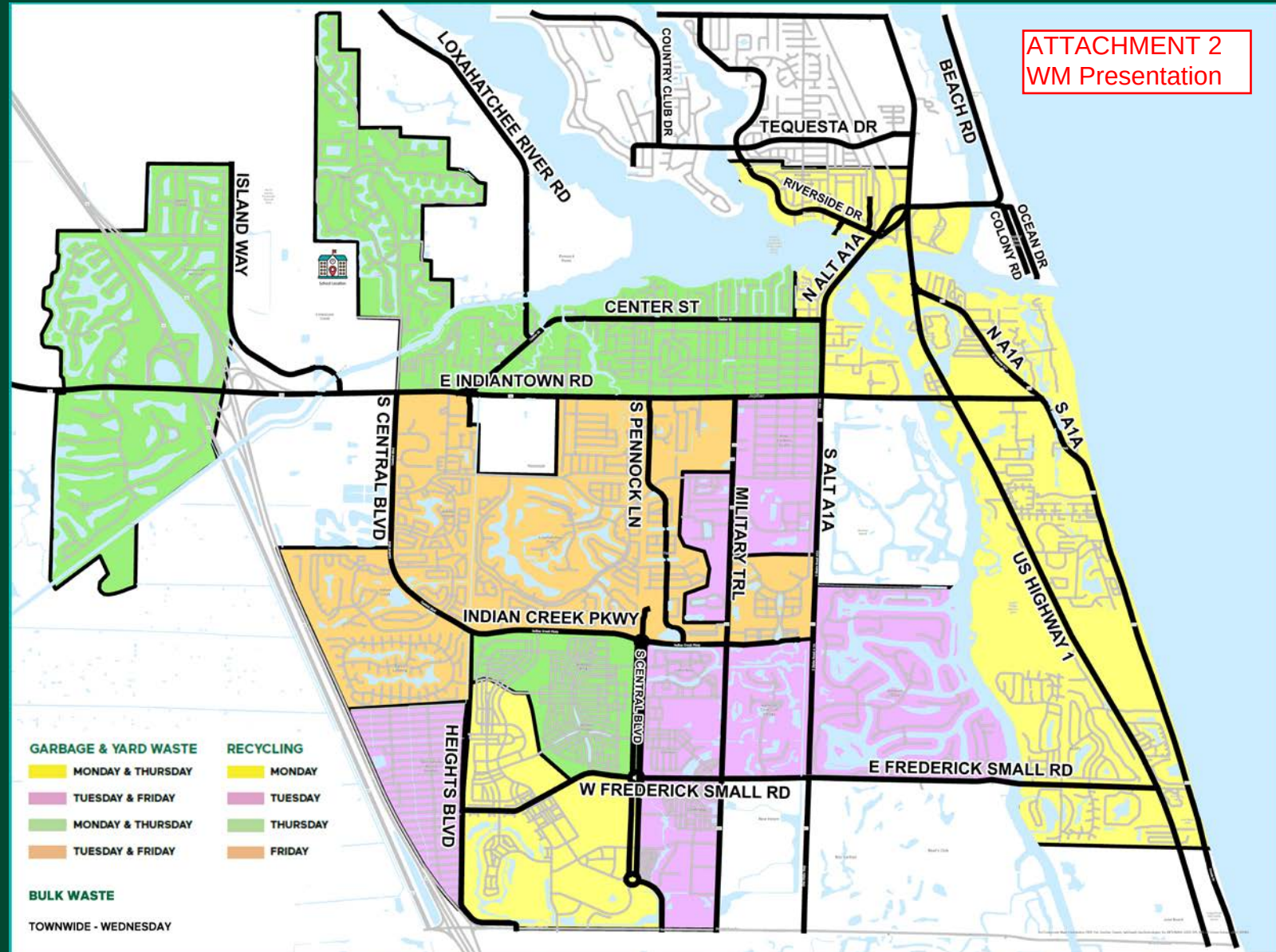
CONFIDENTIAL AND PROPRIETARY
INFORMATION OF WM

ATTACHMENT 2
WM Presentation



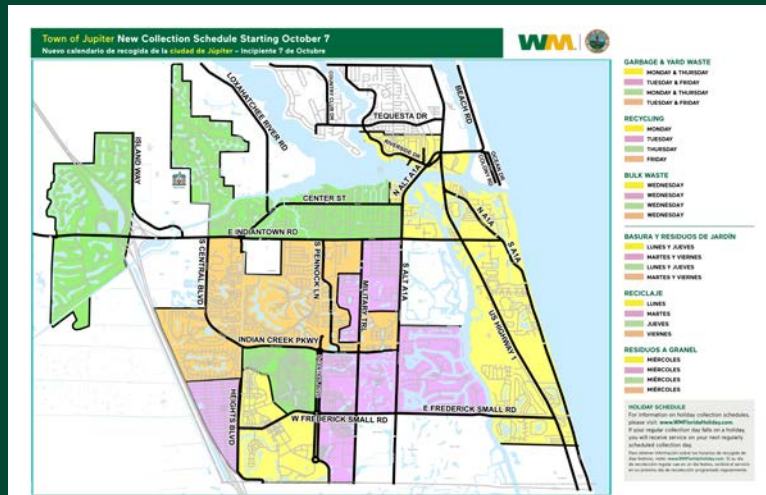
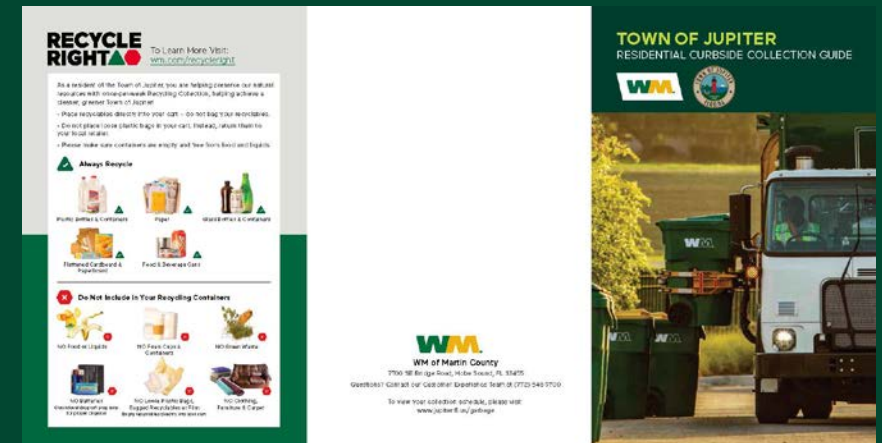
Route Changes

- Proposed Effective Date of **October 7**
- Reduces service days from (6) per week to (5) per week
- No changes to current service levels
- Townwide **Bulk Waste** service on Wednesdays
 - Reduces Bulk Waste concerns including missed pickups, rollover pickups of oversized piles, and confusion of service days
- More efficient service with new routing zones
 - Resolves potential delays due to more evenly weighted number of households being serviced per day





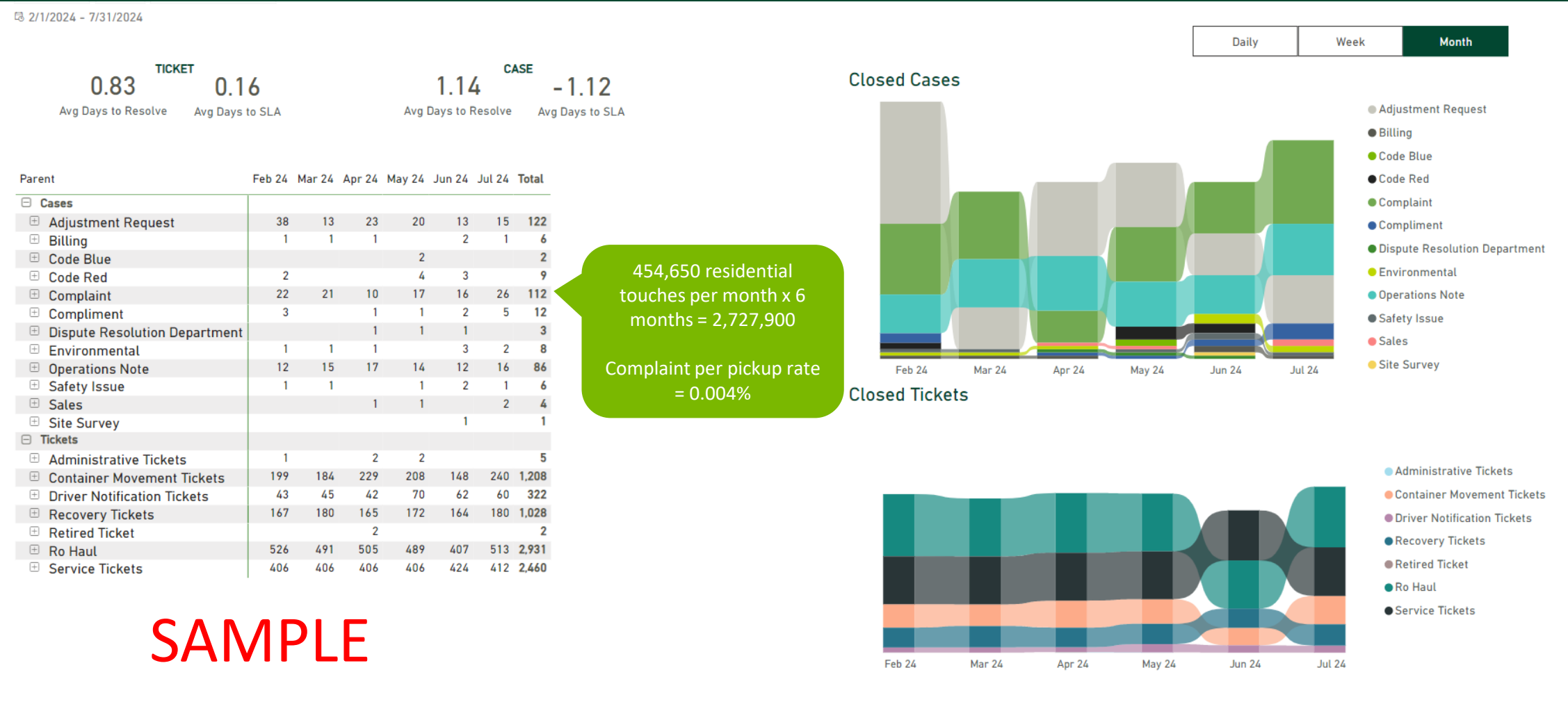
Resident Mailer
Arriving late September
English and Spanish



Informational Brochure
Available on TOJ Website
English and Spanish



Customer Service Vitals – WM Internal Dashboard



WE'RE DRIVING SUSTAINABILITY

SM

ATTACHMENT 2
WM Presentation



Take action in your community

Pledge to Recycle Right®

The National League of Cities and WM work together to enhance recycling efforts



“Recycling works when we work together”

Tara Hemmer
WM Chief Sustainability Officer



- The **National League of Cities (NLC)** and **WM** are collaborating to empower communities to live more sustainably.
- **WM of Martin County** is also collaborating with the **Solid Waste Authority of Palm Beach County** to ensure we provide consistent messaging and resources to residents and businesses.
- By **taking the pledge**, you will join communities like yours in making a public commitment to advance local sustainability goals like recycling.

Thank you.