



**AGENDA
TOWN OF JUPITER
TOWN COUNCIL SECOND MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, MARCH 18, 2025
7:00 PM**

Call To Order

ROLL CALL:

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

If you would like to speak on any item, please submit a Comment Card.

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.**

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

1. **Ordinance 1-25, (Second Reading), Neighborhood (NB) Subdistrict Signage** - Zoning Text Amendment to modify Section 27-1229, the sign regulations for neighborhood subdistrict.

PUBLIC BUSINESS

2. **Resolution 2-25**, Approving a contract to CK Contractors and Development for Dolphin Drive Drainage and Watermain Improvements re-bid (WS2213A) for an amount of \$1,115,222 and amending the project budget.
3. **Resolution 37-25**, Approving the contract for the Municipal Campus Wayfinding Signage to Kenco Sign and Awning, LLC in the amount of \$246,840.
4. **Resolution 40-25**, Authorizing supplemental agreement no. 2 to EPW 2024-23 for the Guaranteed Maximum Price for Site Work and Signalization at Cinquez and Piatt Place Fire Stations in an amount of \$8,578,882.

REPORTS

TOWN ATTORNEY

TOWN MANAGER

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

ADJOURNMENT

Town Council Future Meetings

April 1, 2025, 7pm - Town Council Chambers

April 15, 2025, 7pm - Town Council Chambers

NOTICE

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

www.jupiter.fl.us/Live

Back up material for the Town Council Meetings are available online one (1) week before the Regular Meetings

= no materials attached *revisions may occur*

www.jupiter.fl.us

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.*

TOWN OF JUPITER
Neighborhood (NB) Subdistrict Signage Zoning Text Amendment



DATE	March 18, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	<u>Neighborhood (NB) Subdistrict Signage</u> – Zoning Text Amendment to modify Section 27-1229, the sign regulations for the Mixed Use/Neighborhood (NB) Subdistrict.

EXECUTIVE SUMMARY

Consideration of a zoning text amendment to modify the sign copy area regulations for the Mixed-Use (MXD)/Neighborhood (NB) Subdistrict, to increase the sign area for each entry feature sign from a maximum of four square feet to 20 square feet.

ANALYSIS

The New Haven Neighborhood is planning to update their entryways and propose a new entry wall with signage at 20 square feet; however, the code limited them to four square feet. Other residential communities in Abacoa near the Town Center and residential communities outside of Abacoa are allowed larger signage. In order to address the neighborhood concern, the Town has initiated the subject zoning text amendment to increase the allowable sign square footage in the Neighborhood (NB) Subdistrict of Abacoa.

PLANNING AND ZONING COMMISSION RECOMMENDATION

At the January 14, 2025 meeting, the Planning and Zoning Commission recommended approval of the proposed zoning text amendment by a 7-0 vote.

TOWN COUNCIL ACTION

At the February 18, 2025 meeting, the Town Council approved on first reading the proposed zoning text amendment (by a 3-0 vote).

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

STRATEGIC PRIORITY

- Strong Local Economy

ATTACHMENTS

1. Ordinance 1-25
2. Staff Report and Attachments

FUNDING SOURCE

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Scott Thatcher, Principal Planner, at scottt@jupiter.fl.us or 561-741-2444.

1
2
3
4
5
6
7
8
9
10 **ORDINANCE NO. 1-25**

11
12 **AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN**
13 **OF JUPITER, FLORIDA, AMENDING SECTION 27-1229 OF**
14 **THE TOWN CODE PERTAINING TO SIGN AREA**
15 **REGULATIONS FOR THE “NEIGHBORHOOD**
16 **SUBDISTRICT (NB)”, PROVIDING FOR CODIFICATION;**
17 **PROVIDING FOR SEVERABILITY; PROVIDING FOR THE**
18 **REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR**
19 **AN EFFECTIVE DATE.**
20

21 **WHEREAS**, the Town of Jupiter, Florida (“Town”) has adopted a comprehensive
22 plan which has been determined by the state’s Land Planning Agency to be in compliance
23 with Chapter 163, Part II, Florida Statutes; and

24 **WHEREAS**, pursuant to Section 163.3202(2), Florida Statutes, municipalities are
25 required to adopt specific and detailed provisions regulating and controlling development
26 to implement their adopted comprehensive plans; and,

27 **WHEREAS**, the Town has previously adopted Land Development Regulations
28 pertaining to signage, which has been codified in Chapter 27 of the Town Code; and

29 **WHEREAS**, the Department of Planning & Zoning (the Department) has
30 recommended amendments pertaining to the sign area regulations for the “Neighborhood
31 Subdistrict (NB)” subdistrict which is contained in the Abacoa MXD district and Chapter
32 27 of the Town Code; and

33 **WHEREAS**, the Department and the Town’s Planning and Zoning Commission
34 have reviewed the proposed amendments pertaining to signage regulations for properties

in the “Neighborhood Subdistrict (NB)” subdistrict and have made their respective recommendations to the Town Council; and

WHEREAS, the Town Council, after conducting duly noticed public hearings, has determined that the amendments to the sign regulations for the “Neighborhood Subdistrict (NB)” subdistrict are necessary and appropriate and would further the public health, safety, and general welfare by providing signage pertaining to the location of neighborhoods.

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

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

Section 2. Chapter 27, Article VI, Section 27-1229 entitled, “Neighborhood Subdistrict (NB)” is hereby amended, as follows:

~~A. Each~~ neighborhood subdistrict may erect and maintain ~~is allowed~~ a permanent subdistrict identification/entry sign or and/or entry feature erected adjacent to the entry roadway to the neighborhood. A maximum of two signs shall be permitted at each entrance to the neighborhood, provided it is entrance in accordance with the following standards:

- a. The total ~~allowable~~ sign area for each sign ~~element~~ attached to an each entry feature or sign structure shall not exceed ~~four~~ 20 square feet.
- b. The sign area ~~or elements~~ of an entry feature shall not exceed six feet in height to the top ~~of the sign or entry feature~~.
- c. All sign/entry feature designs ~~shall must~~ be submitted to the town’s Department of Planning and Zoning for approval.

Section 4. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 5. Repeal of laws in conflict. All ordinances, resolutions or other regulations, or parts of thereof which are in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Codification. The 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 7. Effective Date. This ordinance shall take effect immediately upon its execution.

March 5, 2025

V:\PlanningZoning\Staff\WP51\Amendtowncode\SIGNCODE\Amendment 2024 _ MXD NB Signs

#5990582 v1 26503-00001

**TOWN OF JUPITER
ZONING TEXT AMENDMENT STAFF REPORT
TOWN MANAGER'S OFFICE**



DATE: March 18, 2025
 TO: Honorable Mayor and Members of Town Council
 THRU: Frank J. Kitzerow, Town Manager
 FROM: John Sickler, Director of Planning and Zoning
 SUBJECT: **Neighborhood Subdistrict Signage** – Zoning text amendment to modify Section 27-1229, the sign regulations for the Neighborhood (NB) Subdistrict.

Ordinance #1-25	P&Z Commission:	January 14, 2025
PZ 24-6278	Town Council:	February 18, 2025 (1 st Reading)
S. Thatcher		March 18, 2025 (adoption)

Applicant: Town of Jupiter
 Request: Amend Article VI, Division 16, Section 27-1229 entitled, "Neighborhood (NB) Subdistrict" to increase the total allowable sign square footage from four square feet to 20 square feet.

Town Council Action

At the February 18, 2025 meeting, the Town Council approved on first reading the proposed zoning text amendment (by a 3-0 vote).

Planning and Zoning Commission Recommendation

At the January 14, 2025 meeting, the Planning and Zoning Commission recommended approval of the proposed zoning text amendment by a 7-0 vote.

Staff Compliance Review Summary

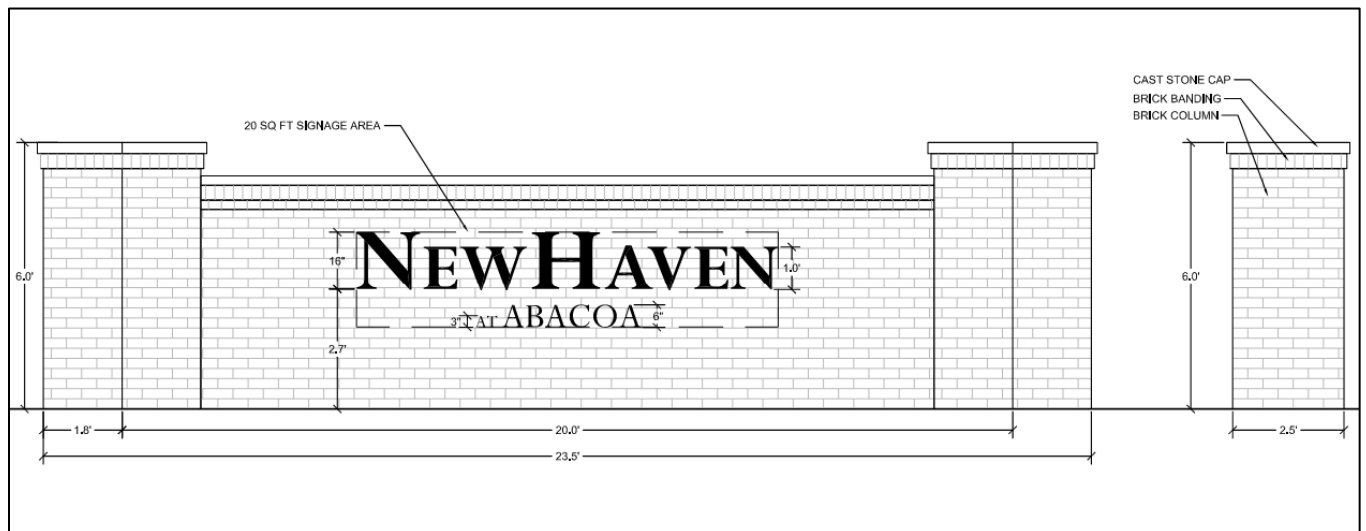
The Department of Planning and Zoning finds that the proposed text amendment as shown in Ordinance #1-25 is consistent with the goals, objectives, and policies of the Comprehensive Plan.

Background

The New Haven Neighborhood is planning to update their entryways, perimeter landscaping and signage. Currently, they have four-square foot signs on approximately two foot wide by six-foot-tall columns at their entrances off of University Boulevard and Frederick Small Road, consistent with the maximum four-square feet of sign area permitted by code. The neighborhood association would like to redevelop the entryways to remove the columns and add entry walls. The new entry walls are proposed to be 23.5 feet wide with a maximum height of six feet with a sign area of 20 square foot (see graphics below). Abacoa Property Owners' Assembly, Inc. approved the design of the sign (Attachment A) and was made aware and reviewed the language of the proposed code amendment. Staff, at the request of the Town Manager's Office, is processing a zoning text amendment to address the neighborhood's request to allow larger signs.



New Haven – proposed entry wall at University Boulevard and Quarry Knoll Way.



New Haven - proposed sign design.

Neighborhood Subdistrict Sign Regulations Amendment - ZTA

Staff Report (PZ 25-6278)

Page 3

The Mixed-Use Development District (MXD) Ordinance for the Town, which is the zoning district assigned to Abacoa, has a special sign code that is applicable only to the MXD zoning district. Within each subdistrict of the MXD, different sign regulations exist depending on the subdistrict. In total there are ten different sign subdistrict regulations. For example, Abacoa Town Center (the Town Center Subdistrict) has different sign regulations than Abacoa Plaza (the Community Commercial Subdistrict) which has different regulations from the residential neighborhoods, such as New Haven (the neighborhood Subdistrict).

The MXD has a special sign code to align with the attributes and characteristics of Traditional Neighborhood Development (TND) and mixed-use concepts. The sign code was written with pedestrian-oriented communities in mind. The intent of the Abacoa (MXD) sign code was to create signage that would be different from other traditional suburban development, such as large Planned Unit Developments (PUD). This sign code amendment is more typical of suburban residential neighborhood signage.

Pursuant to [Section 27-1229, entitled "Neighborhood Subdistrict \(NB\)"](#), each neighborhood is allowed two permanent subdistrict/entry signs erected adjacent to the entry roadway at each neighborhood entrance. The total allowable sign area for each sign element attached to each entry feature or sign structure may not exceed four square feet.

Utilizing these rules, the various neighborhoods have built up to one or two entry features at each of their neighborhood entrances that utilize four square feet of sign area for their entry sign (Mallory Creek and New Haven examples below). The signs typically consist of a column with a maximum four-square foot plaque placed on one side of the column.



Mallory Creek (left) entry sign at Frederick Small Road and Mallory Boulevard.
New Haven (right) entry sign at Frederick Small Road and Newhaven Boulevard.

For comparison, the higher density uses of the Residential Urban Subdistrict (RU) subdistrict (such as Osceola Woods and Sophia) are allowed up to 35 square feet ([Section 27-1230](#)).

[entitled, "Residential Urban Subdistrict \(RU\)"](#)). The 35 square feet is calculated by drawing a box around the entire name and advertising message for the development. Below is a photo of the Sophia development and their sign that was permitted at 24.31 square feet.



The Sophia – at University Boulevard and Central Boulevard.

In residential districts outside of Abacoa, a maximum of 100 square feet is permitted (P-9 Residential signs as outlined in [Section, 27-3359, entitled "Permanent signs"](#)). Below is a photo of the sign for the Ocean Walk development and their sign at 40 square feet.



Ocean Walk – at U.S. Highway One and Ocean Walk Boulevard.

Comprehensive Plan Policy

Below is the section of the Future Land Use Element of the Comprehensive Plan that requires the Town to maintain sign regulations:

Policy 1.3.6 *The Town shall maintain land development regulations that implement the Comprehensive Plan, and which at a minimum address:* subdivision of land; **signage**; wellfield and aquifer protection; drainage and stormwater management; periodic flooding; open space needs; off-street parking; and, environmentally sensitive areas/habitats. In addition, these regulations shall ensure that development orders and permits not be issued which result in a reduction of the levels of service for the affected public facility below the adopted level of service standards as set forth in the Comprehensive Plan.

Analysis

The proposed text amendment would increase the allowable square footage from four square feet to 20 square feet as follows (see also Exhibit 1):

Pursuant to Section 27-1229 entitled, "Neighborhood Subdistrict (NB)".

~~A Each~~ neighborhood subdistrict ~~may erect and maintain is allowed a permanent subdistrict identification/entry sign/ and/or entry features erected adjacent to the entry roadway to the neighborhood.~~ A maximum of two signs shall be permitted at each ~~entrance to the neighborhood, provided it is entrance~~ in accordance with the following standards:

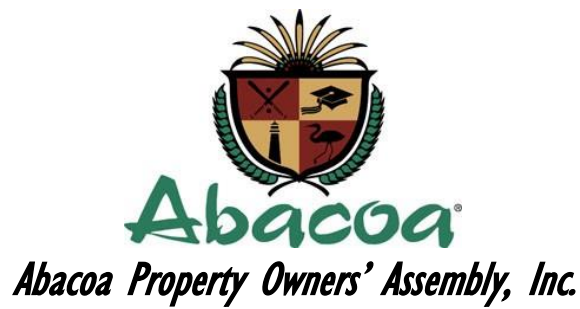
- a. The total ~~allowable~~ sign area for each sign element attached to ~~an each~~ entry feature or sign structure shall not exceed ~~four~~ 20 square feet.
- b. The sign area ~~or elements of~~ an entry feature shall not exceed six feet in height to the top of the ~~sign or entry feature~~.
- c. All ~~sign/entry~~ feature designs ~~shall must~~ be submitted to the town's Department of Planning and Zoning for approval.

Attachments:

Attachment A – APOA letter, dated November 19, 2024

(Contact Scott Thatcher at 561-741-2444 or email at scottt@jupiter.fl.us for a copy of this attachment)

File Path. V:\PlanningZoning\Staff\WP51\Amendtowncode\SIGNCODE\Amendment 2024 _ MXD NB Signs



November 19, 2024

NewHaven Homeowners Association
c/o Coastal Property Management
1061 E Indiantown Road, Suite 310
Jupiter, FL 33458

RE: NewHaven: Entrance Signs

The Abacoa Property Owners' Assembly, Inc. Community Architect Committee reviewed the plans received on November 14, 2024. Plans were approved as submitted.

This approval is contingent on Town of Jupiter permitting, and HOA/ARC approval.
Any changes to the plans must be submitted to the Community Architect Committee (CAC) for review.

Thank you for your continued cooperation regarding these matters.

Sincerely,

Jacqueline Coniglio

Jacqueline Coniglio
Director of Property Management
For and on behalf of the Abacoa POA CAC

TOWN OF JUPITER
Dolphin Drive Drainage and Watermain Improvements Re-Bid (WS2213A)



DATE	March 18, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 2-25: Approving a contract to CK Contractors & Development for Dolphin Drive Drainage and Watermain Improvements Re-Bid (WS2213A) for an amount of \$1,115,222, and amending the project budget.

EXECUTIVE SUMMARY

Resolution No. 2-25 provides for the award of a construction contract for an amount of \$1,115,222, to CK Contractors & Development of West Palm Beach, Florida for Dolphin Drive Drainage and Watermain Improvements Re-bid (WS2213A) and amends the total project budget from \$1,438,572 to \$1,552,523.

In fiscal year (FY) 2022, the Town Council adopted a Community Investment Program (CIP) project to construct drainage improvements on the southern portion of Dolphin Drive near the intersection of Center Street to address nuisance flooding. Subsequently, in FY2023, the CIP project scope was revised to include the replacement of approximately 2,300 feet of existing 50+ year-old watermain, including valves and hydrants on Dolphin Drive, Dolphin Park and Dolphin Court. In FY2025, the CIP project budget was updated to reflect anticipated construction costs based on bids received for the project in December 2023, when a contract was not awarded because costs significantly exceeded the appropriated CIP project budget at the time. Prior to rebidding the contract, the following scope changes were made in an effort to economize construction costs and incorporate water quality treatment of stormwater runoff prior to discharging to the Loxahatchee River via the Rio Vista Canal. A location map is attached for reference.

- Eliminated replacement of the existing ductile iron watermain crossing Center Street and associated asphalt mill and overlay
- Refined limits of swale rehabilitation for enhanced treatment of stormwater runoff
- Lessened dewatering requirements by reducing the depth of new drainage pipes
- Added baffles in drainage structures to increase provisions for water quality treatment of stormwater runoff prior to discharge
- Added a stormwater check valve to prevent tidal flows from backing up into the Dolphin Drive drainage system and to reduce the likelihood of nuisance flooding
- Secured a \$130,000 cost reimbursement grant from the South Florida Water Management District (SFWMD) through the Indian River Lagoon License Plate (IRLLP) program for stormwater runoff water quality improvements provided to the Loxahatchee River resulting from this project

- Direct procurement by the Water Utility of select water service materials with long lead times

Roadway widening and comprehensive asphalt overlay are not proposed under this contract. However, damaged and deteriorated road edges within the areas of construction will be replaced to include a 12" wide stabilized shoulder for enhanced protection. Records indicate that it has been twenty-three years since these roads were last paved and the existing condition of the asphalt is fair to poor in some locations. If desired, milling and asphalt overlaying of these roads could be accomplished through the Town Engineering Department's asphalt overlay unit price contract as a separate initiative after the drainage and watermain improvements proposed by this contract are finished.

The Dolphin Drive Drainage and Watermain Improvements (WS2213A) construction contract re-bid was publicly advertised for competitive bids in accordance with the Town's purchasing policy on December 22, 2024. Four (4) sealed bids, ranging in price from \$1,115,222 to \$1,927,070, were received and opened publicly on January 23, 2025. The lowest bid was submitted by CK Contractors & Development (CK) of West Palm Beach, Florida, for an amount of \$1,115,222. CK's bid was 4.3% (~\$50,000) lower than the 2nd lowest bid and 42% (~\$812,000) lower than the highest bid received. A detailed bid tabulation is attached for reference.

CK does not have a history of previous work with the Town's Water or Stormwater Utilities. Previous experience and references for private and public projects included in CK's bid were reviewed and contacted and both reflect favorable work history. CK's bid is responsive to the bid requirements.

The attached project budget reflects expended and anticipated costs necessary to complete the work under the proposed contract, including engineering services during construction by the design engineering consultant (Hazen), materials testing services during construction by one of the Town's contracted geotechnical engineering consultants (Universal Engineering Services), permit fees, and a 5% construction contingency. The cost reimbursement grant agreement awarded to the Town under the IRRLP program for \$130,000, and approved by the Town Council in December 2024 by Resolution 144-24, was executed by the SFWMD on January 23, 2025. Stormwater funding appropriated in the CIP budget, along with the SFWMD IRRLLP program grant, is sufficient to construct the drainage and associated water quality improvements in the proposed contract with CK. However, appropriated CIP funding for the watermain improvements falls short by \$113,951, as reflected in the attached project budget. Approval of a budget transfer from the Water Enterprise Renewal & Replacement (R&R) fund, for an amount of \$113,951, is requested. The proposed total amended CIP project budget is \$1,552,523, with \$667,673 funded by Water R&R, \$884,850 by Stormwater R&R, and \$130,000 in Stormwater expenditures reimbursed by the IRRLLP grant.

Provided this contract with CK Contractors & Development is approved on March 18, 2025, it is anticipated that construction will begin in June 2025 and be completed by March 2026.

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

ANALYSIS

The Town's FY2025 Community Investment Program (CIP) includes a project to construct drainage and watermain improvements on Dolphin Drive, Dolphin Park, and Dolphin Court. A construction contract for Dolphin Drive Drainage and Watermain Improvements Re-bid (WS2213A) was publicly advertised and bids were received and opened publicly on January 23, 2025. CK Contractors & Development (CK) of West Palm Beach, Florida submitted the lowest, responsive bid at an amount of \$1,115,222. A review of CK's bid, previous experience, and verification of reference information was completed, and their bid is responsive to the bid requirements and suitable for award, at the Town Council's discretion. Project appropriations from Stormwater Utility funds (\$754,850) accompanied by the Indian River Lagoon License Plate grant funds (\$130,000) are sufficient to construct the drainage and stormwater quality improvements in the proposed contract. However, appropriated funds from the Water Utility (\$553,722) for the replacement of existing watermain fall short by \$113,951, as presented in the funding table below and attached project budget. A budget transfer from the Water Enterprise Renewal and Replacement (R&R) fund of an amount of \$113,951 is requested to fully fund the watermain improvements and amend the total project budget from \$1,438,572 to \$1,552,523. The revised project budget is anticipated to fully fund the construction contract, engineering and materials testing services during construction, permit fees, and construction contingencies, as may be needed.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution No. 2-25
2. FY2025 Adopted CIP – Dolphin Drive Drainage and Watermain Improvements
3. Project Location Map
4. WS2213A Detailed Bid Tabulation
5. CK Contractors & Development Bid Proposal for WS2213A
6. WS2213A Agreement (Contract) between the Town and Contractor
7. Hazen Bid Review
8. Proposed Amended Project Budget

FUNDING SOURCE

Approved in Budget	\$472,074	CIP Acct. 40151033-563401-W2213 (Dolphin Dr. Water)
Approved in Budget	\$686,606	CIP Acct. 41151038-563100-S2213 (Dolphin Dr. SW)
SFWMD / Indian River Lagoon License Plate Grant	\$130,000	SFWMD/IRLLP Grant Acct. 41151638-563100-S2213 (Stormwater R&R)
Additional Funding Requested	\$113,951	Water Enterprise R&R Fund

For more information or copies of the attachments, please contact Haley Johnson at haleyj@jupiter.fl.us or 561-741-2469.

RESOLUTION NO. 2-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT FOR DOLPHIN DRIVE DRAINAGE AND WATERMAIN IMPROVEMENTS RE-BID (WS2213A) WITH CK CONTRACTORS & DEVELOPMENT AND AMEND THE PROJECT BUDGET.

WHEREAS, the Town of Jupiter (Town) is a municipality with 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 of Jupiter has prepared and competitively bid a contract which sets forth the scope of work and responsibilities for construction of drainage and watermain improvements in the residential neighborhoods on Dolphin Drive, Dolphin Park, and Dolphin Court; and

WHEREAS, the lowest responsive bid received by the Town for the Dolphin Drive Drainage and Watermain Improvements Re-Bid (WS2213A) contract was submitted by CK Contractors & Development, of West Palm Beach, Florida on January 23rd, 2025, for a total bid amount of \$1,115,222; and

WHEREAS, CK Contractors & Development's bid for Dolphin Drive Drainage and Watermain Improvements Re-Bid (WS2213A) was reviewed and found to be responsive to the bid requirements and suitable for award of the proposed construction contract; and

WHEREAS, the Town of Jupiter entered into a cost reimbursement grant contract for an amount of \$130,000, with the South Florida Water Management District (SFWMD)

under the Indian River Lagoon License Plate (IRLLP) program for construction of the stormwater quality improvements included in the Dolphin Drive Drainage and Watermain Improvements Re-Bid documents; and

WHEREAS, funding for construction of Dolphin Drive drainage and watermain improvements appropriated in the FY2025, Town of Jupiter Community Investment Program (CIP) Dolphin Drive Drainage and Watermain Improvements (W/S2213) project combined with the grant funding awarded by the SFWMD for the Indian River Lagoon License Plate Funding Agreement 4600005122 falls short by \$113,951; and,

WHEREAS, the budget shortfall can be accommodated by a budget transfer of \$113,951 from the Water Enterprise Renewal and Replacement fund thereby amending the total project budget from \$1,438,572 to \$1,552,523;

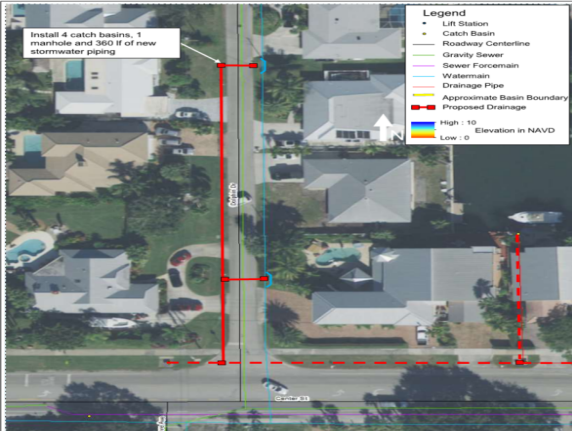
NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA:

Section 1. The Contract between the Town of Jupiter and CK Contractors & Development 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, CK Contractors & Development shall be responsible for carrying out all responsibilities which have been established therein.

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

TOWN OF JUPITER COMMUNITY INVESTMENT PROGRAM 2025 - 2029				
Project Name: Dolphin Drive Drainage and Watermain Improvements		Department: Utilities		
Link to Strategic Plan/Strategic Result: Fiscal Responsibility and Safety		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Project #: W/S2213</td> <td style="padding: 5px;">Projected In-Service Date: 2026</td> </tr> </table>	Project #: W/S2213	Projected In-Service Date: 2026
Project #: W/S2213	Projected In-Service Date: 2026			
Project Description and Justification: Rainfall driven nuisance flooding occurs routinely on the southern portion of Dolphin Drive. This project proposes installation of drainage infrastructure at the south end of Dolphin Drive, where topography is lowest, with connection to the County's existing drainage on Center Street. In addition, swales will be regraded to promote enhanced water quality for flow to the new catchbasins, which will discharge to the Loxahatchee River through an existing outfall located on Center Street. In addition, existing 4" and 6" asbestos cement (AC) watermains that have exceeded their useful life will be replaced with C900 PVC pipe. New valves, hydrants, and water services will be installed. This project supports the Town's Strategic Plan of Fiscal Responsibility and Safety by providing effective stormwater system infrastructure to accomplish established levels of service for nuisance flooding and provide for enhancement of stormwater runoff water quality to protect the Loxahatchee River, and managing renewal and replacement of water system assets to provide well maintained infrastructure at established levels of service for safe and reliable drinking water, meeting all regulatory requirements. Alleviate nuisance flooding, improve levels of service, enhance stormwater runoff quality prior to discharge to 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. Improve level of service, increase reliability, reduce flushing requirements, and enhance water distribution quality. This project may be eligible for grant funding through the Loxahatchee River Preservation Initiative (LRPI), and may also be eligible for funding under the Resilient Florida Grant program once the Vulnerability Assessment is complete in 2025. Competitive bids previously solicited in November 2023 were over budget, and project placed on hold to re-design certain elements that provide for construction cost savings. FY2025 budget increase reflects additional costs based on prior bid pricing obtained in November 2023 and updated based on current market construction pricing.				
Location(s) and Program Schedule				
Fiscal Yr	Scope	Budget		
2025	Complete re-design of project for value engineering cost savings, pursue grant funding, competitively solicit bids and award construction contract. Start construction of infrastructure improvements for Dolphin Drive	\$537,009		
2026				
2027				
2028				
2029				
Project Photo(s) / Map of Location				
 				

**TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
FINANCIAL INFORMATION
2025 - 2029**

Project Name:							Department:	
Dolphin Drive Drainage and Watermain Improvements							Utilities	
Link to Strategic Plan/Strategic Result:							Project #:	
Fiscal Responsibility and Safety							W/S2213	
Project Budget:	Prior to 2025	2025	2026	2027	2028	2029	Total	
Administration	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Planning / Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering	\$79,381	\$82,391	\$0	\$0	\$0	\$0	\$0	\$161,772
Construction	\$692,182	\$454,618	\$0	\$0	\$0	\$0	\$0	\$1,146,800
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Budget	\$771,563	\$537,009	\$0	\$0	\$0	\$0	\$0	\$1,308,572
Funding Sources:	Prior to 2025	2025	2026	2027	2028	2029	Total	
General revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Impact fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Surtax proceeds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Escrow & deposits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grant revenues-CDBG	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater R&R funds	\$401,020	\$353,830	\$0	\$0	\$0	\$0	\$0	\$754,850
Water R & R funds	\$370,543	\$183,179	\$0	\$0	\$0	\$0	\$0	\$553,722
Off-site fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$771,563	\$537,009	\$0	\$0	\$0	\$0	\$0	\$1,308,572
Previous Years:	Prior to FY 2020	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Total	
Amount Budgeted	\$0	\$0	\$0	\$264,495	\$507,068	\$0	\$771,563	
Amount Expended	\$0	\$0	\$0	\$46,602	\$51,586	\$8,674	\$106,862	
Balance							\$664,701	

Footnote: Expenditures anticipated to continue after 5-year planning window.

PROJECT LOCATION MAP DOLPHIN DRIVE DRAINAGE AND WATER MAIN IMPROVEMENTS



PROJECT LOCATION: DOLPHIN DRIVE DRAINAGE AND WATER MAIN IMPROVEMENTS
TOWNSHIP: 42
RANGE: 41
SECTION: 30



Town of Jupiter Utilities
Dolphin Drive Drainage and Watermain Improvements Re-Bid (WS2213A)

January 23, 2025 2:00pm Bid Opening

VENDOR				CK Contractors and Development		Johnson-Davis, Inc.		Sunshine Land Design, Inc.		DP Development, LLC	
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE
BID ITEMS											
1	Consideration of Indemnification	1	LS	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
2	General Conditions/Contract Administration ____ % of Bid Price (Not to exceed 2% of Bid Items 4-41)	1	LS	\$18,000.00	\$18,000.00	\$20,505.00	\$20,505.00	\$22,500.00	\$22,500.00	\$36,000.00	\$36,000.00
3	Bonds and Insurance (Not to Exceed 3% of the construction Bid Items 8-41)	1	LS	\$24,000.00	\$24,000.00	\$25,500.00	\$25,500.00	\$26,000.00	\$26,000.00	\$44,000.00	\$44,000.00
4	Mobilization and Demobilization (Not to Exceed 5% of the construction Bid Items 8-41)	1	LS	\$46,200.00	\$46,200.00	\$44,000.00	\$44,000.00	\$45,000.00	\$45,000.00	\$74,000.00	\$74,000.00
5	Shop Drawings/Record Drawings/GPS Data/Utility Investigation	1	LS	\$34,800.00	\$34,800.00	\$55,000.00	\$55,000.00	\$20,160.00	\$20,160.00	\$50,000.00	\$50,000.00
6	Temporary Traffic Control	1	LS	\$8,230.00	\$8,230.00	\$21,500.00	\$21,500.00	\$63,618.24	\$63,618.24	\$120,000.00	\$120,000.00
7	Unforeseen Conditions Allowance	1	AL	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
8	Furnish and Install 15-Inch RCP Drainage Pipe	85	LF	\$345.00	\$29,325.00	\$280.00	\$23,800.00	\$204.84	\$17,411.40	\$485.00	\$41,225.00
9	Furnish and Install 18-Inch RCP Drainage Pipe	285	LF	\$194.00	\$55,290.00	\$300.00	\$85,500.00	\$195.72	\$55,780.20	\$327.00	\$93,195.00
10	Furnish and Install Type "C" Ditch Bottom Inlets	4	EA	\$4,665.00	\$18,660.00	\$5,000.00	\$20,000.00	\$7,478.36	\$29,913.44	\$14,700.00	\$58,800.00
11	Furnish and Install Type "E" Ditch Bottom Inlets	2	EA	\$6,650.00	\$13,300.00	\$10,000.00	\$20,000.00	\$9,693.32	\$19,386.64	\$11,600.00	\$23,200.00
12	Furnish and Install Type "J" Storm Water Manhole (4' Diameter with 8-Inch Top Slab)	1	EA	\$11,700.00	\$11,700.00	\$17,500.00	\$17,500.00	\$16,095.32	\$16,095.32	\$45,800.00	\$45,800.00
13	Clearing and Grading Swale	4,000	SY	\$22.00	\$88,000.00	\$8.00	\$32,000.00	\$13.44	\$53,760.00	\$58.00	\$232,000.00
14	Furnish and Install 18-Inch CIPP Liner	115	LF	\$372.00	\$42,780.00	\$350.00	\$40,250.00	\$369.60	\$42,504.00	\$236.00	\$27,140.00
15	Furnish and Install 18-Inch Check Valve	1	EA	\$26,900.00	\$26,900.00	\$16,500.00	\$16,500.00	\$26,070.41	\$26,070.41	\$16,500.00	\$16,500.00
16	Furnish and Install 4-Inch PVC (C900) Water Main	150	LF	\$39.50	\$5,925.00	\$60.00	\$9,000.00	\$104.14	\$15,621.00	\$100.00	\$15,000.00
17	Furnish and Install 6-Inch PVC (C900) Water Main	1,700	LF	\$58.00	\$98,600.00	\$80.00	\$136,000.00	\$111.02	\$188,734.00	\$127.00	\$215,900.00
18	Furnish and Install 6-Inch DIP Water Main	60	LF	\$243.00	\$14,580.00	\$150.00	\$9,000.00	\$229.53	\$13,771.80	\$279.00	\$16,740.00
19	Furnish and Install Ductile Iron Fittings	1,605	LB	\$15.50	\$24,877.50	\$5.00	\$8,025.00	\$11.04	\$17,719.20	\$14.00	\$22,470.00
20	Furnish and Install 6-Inch MJ Gate Valve	5	EA	\$3,390.00	\$16,950.00	\$2,700.00	\$13,500.00	\$3,442.82	\$17,214.10	\$3,300.00	\$16,500.00
21	Cut-In a 90° Bend in Existing Water Distribution System	1	EA	\$7,315.00	\$7,315.00	\$10,000.00	\$10,000.00	\$1,917.32	\$1,917.32	\$10,700.00	\$10,700.00
22	Furnish and Install Fire Hydrant Assembly	4	EA	\$9,940.00	\$39,760.00	\$12,000.00	\$48,000.00	\$11,680.31	\$46,721.24	\$13,300.00	\$53,200.00
23	Furnish and Install 1" Same Side Single Water Service	12	EA	\$2,100.00	\$25,200.00	\$900.00	\$10,800.00	\$1,306.91	\$15,682.92	\$1,700.00	\$20,400.00
24	Furnish and Install 1" Road Crossing Single Water Service	5	EA	\$2,930.00	\$14,650.00	\$2,100.00	\$10,500.00	\$1,590.42	\$7,952.10	\$4,500.00	\$22,500.00
25	Furnish and Install 2" Same Side Double Water Service	3	EA	\$2,295.00	\$6,885.00	\$1,300.00	\$3,900.00	\$4,631.79	\$13,895.37	\$3,500.00	\$10,500.00
26	Furnish and Install 2" Road Crossing Double Water Service	7	EA	\$3,330.00	\$23,310.00	\$2,700.00	\$18,900.00	\$5,651.91	\$39,563.37	\$6,500.00	\$45,500.00
27	Furnish and Install 2" Road Crossing Single Water Service	2	EA	\$4,525.00	\$9,050.00	\$3,100.00	\$6,200.00	\$8,262.78	\$16,525.56	\$6,200.00	\$12,400.00
28	Furnish and Install Bacteriological Sample Point	4	EA	\$995.00	\$3,980.00	\$1,500.00	\$6,000.00	\$329.25	\$1,317.00	\$1,250.00	\$5,000.00
29	Bacteriological Sampling and Testing	4	EA	\$2,850.00	\$11,400.00	\$1,500.00	\$6,000.00	\$2,312.02	\$9,248.08	\$500.00	\$2,000.00
30	Disconnect and Remove Existing Meter Box and Connect New Meter Box to Existing Water Service	40	EA	\$695.00	\$27,800.00	\$2,000.00	\$80,000.00	\$896.00	\$35,840.00	\$1,450.00	\$58,000.00
31	Remove and Dispose of Existing Asbestos Cement Pipe Cut, Cap, Grout and Abandon Existing Water Main (4" to 6")	35	LF	\$169.00	\$5,915.00	\$80.00	\$2,800.00	\$168.00	\$5,880.00	\$130.00	\$4,550.00
32	Including Existing Hydrants	1,900	LF	\$8.40	\$15,960.00	\$12.00	\$22,800.00	\$28.00	\$53,200.00	\$29.00	\$55,100.00
33	Remove and Replace Roadway Header Curb	125	LF	\$58.50	\$7,312.50	\$80.00	\$10,000.00	\$58.24	\$7,280.00	\$154.00	\$19,250.00
34	Roadway Edge Repair	250	LF	\$48.00	\$12,000.00	\$60.00	\$15,000.00	\$49.59	\$12,397.50	\$112.00	\$28,000.00
35	Remove and Replace Concrete Sidewalk	14	SY	\$283.00	\$3,962.00	\$80.00	\$1,120.00	\$179.20	\$2,508.80	\$580.00	\$8,120.00
36	Mill and Resurface with 1" Type SP-9.5 Asphalt	650	SY	\$52.50	\$34,125.00	\$80.00	\$52,000.00	\$33.74	\$21,931.00	\$72.00	\$46,800.00
37	Stone Paver Driveway Restoration	90	SY	\$160.00	\$14,400.00	\$120.00	\$10,800.00	\$168.00	\$15,120.00	\$297.00	\$26,730.00
38	Brick Paver Driveway Restoration	375	SY	\$160.00	\$60,000.00	\$130.00	\$48,750.00	\$168.00	\$63,000.00	\$281.00	\$105,375.00
39	Concrete Driveway Restoration	475	SY	\$162.00	\$76,950.00	\$110.00	\$52,250.00	\$123.20	\$58,520.00	\$197.00	\$93,575.00
40	Stamped Concrete Driveway Restoration	10	SY	\$383.00	\$3,830.00	\$350.00	\$3,500.00	\$336.00	\$3,360.00	\$280.00	\$2,800.00
41	Furnish and Install Sod	4,000	SY	\$8.30	\$33,200.00	\$12.00	\$48,000.00	\$19.04	\$76,160.00	\$12.00	\$48,000.00
Bid Total (Item Nos. 1-41) =					\$1,115,222.00		\$1,165,000.00		\$1,299,380.01		\$1,927,070.00

BID PROPOSAL

Bidding Company Name: CK Contractors and Development

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 along Dolphin Drive and its intersection with Center Street in accordance with the Contract Documents. The work Includes, but is not limited to:

- Drainage System Improvements: Furnish and install the following: one Type "J" 4' diameter stormwater drainage manhole into the Center St. drainage system; four Type "C" catch basins and two Type "E" catch basins at designated locations along Dolphin Dr. that are all interconnected with ± 285 LF of 18" RCP and ± 85 LF of 15" RCP; clearing and grading $\pm 4,000$ SY of swale areas; there is also the installation of a ± 115 LF 18" Cured-in-Place Pipe liner into an existing RCP outfall along with the installation of an 18 inch check valve.
- Water Distribution System Improvements: Tie-in to an existing 6" DI water main along the north side of Center St. at Dolphin Dr. and install via open cut ± 60 LF of 6 inch DIP across the Dolphin Dr.; along Dolphin Drive, Dolphin Park and Dolphin Ct. install ± 150 LF of 4 inch C900 PVC, $\pm 1,700$ LF of 6 inch C900 PVC, five 6" MJ isolation Gate Valves, four fire hydrant assemblies, and $\pm 1,605$ lbs. of ductile iron fittings; providing thrust restraint as noted in the contract documents; installation of twelve 1" Same Side Single Water Services, five 1" Road Crossing Single Water Services, two 2" Road Crossing Single Water services, three 2" Same Side Double Water Services, seven 2" Road Crossing Double Water Services, and four Bacteriological Sample Points; disconnecting ± 40 existing water services and connecting to new water services; removal and disposal of ± 35 LF of Asbestos Cement Pipe; and cutting, capping, grouting & abandoning in place $\pm 1,900$ LF of 4" & 6" water main pipe.
- Repair and Restoration: Removal and replacement of ± 125 LF of Roadway Header Curb; making ± 250 LF of Roadway Edge Repair; and milling & resurfacing ± 650 SY of 1" of SP-9.5 asphalt in both Palm Beach County & Town of Jupiter Rights-of-Way; restore over 1,900 SY of stone paver, brick paver, concrete and stamped concrete driveways; fine grade, furnish and install $\pm 4,000$ SY of Sod.

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 residents' water service and property access, restoration and all other drainage and water distribution improvements described by

the Bid Documents for restoration of disturbed areas to like or better conditions. 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.

In order to reduce the Contract Duration, the Town has direct purchased long lead time water service material. Following is a list of material which has been purchased by the Owner, is on hand, and will be given to the Contractor of Award. It is expected that this material will be incorporated into construction of the Dolphin Drive Drainage and Watermain Improvements project and the Unit Prices bid on the Schedule of Values shall be lower as a result of this Owner Furnished Material. Following is a list of this Owner Furnished Material:

OWNER FURNISHED WATER SERVICE MATERIAL

ITEM	DESCRIPTION	PART NUMBER	QUANTITY	
1	6"x1" Ford Tapping Saddle	Part # S-90-604 w/ AWWA Threads	18	EA
2	4"x1" Ford Tapping Saddle	Part # S-90-404 w/ AWWA Threads	6	EA
3	6"x2" Ford Tapping Saddle	Part # S-91-607 w/ IP Threads	8	EA
4	4"x2" Ford Tapping Saddle	Part # S-91-407 w/ IP Threads	2	EA
5	1" Ford Corp. Stop	Part # FB-1000-4-G-NL	19	EA
6	2" Ford Ball Valve Curb Stop w/ 2" Operat. Nut	Part # B81-777-NL w/ QT67	12	EA
7	2" Ford Male IPS x PJ (CTS)	Part # C84-77-G-NL	12	EA
8	2"x1" Ford Brass Wye	Part # Y44-274-NL for Poly.	10	EA
9	Ford Gulfbox Body for 3/4" Meters w/ Lid	Part # GBiB w/ YLL Lid	37	EA
10	1" PE x 3/4" FIP Adapter	Part # C14-34-G-NL	37	EA
11	3/4" Gulfbox Ball Meter Valve	Part # GBV-83-32-NL	37	EA
12	3/4" Gulfbox Outlet	Part # GBO-83-32-NL	37	EA
13	3/4" Ford Expander	Part # EC-23-NL	37	EA
14	1" PVC PJ x 3/4" FIP Adapter	Part # C17-34-NL	37	EA
15	Ford Yokebox for 1" Meters	Part # YLL111-444-NL	3	EA
16	1" PE to 1" MIP Ford Adapter	Part # C-84-44-G-NL	3	EA
17	1" PVC x 1" MIP Ford Adapter	Part # C87-44-NL	3	EA
18	1" SS Insert	Part # 52	88	EA
19	2" SS Insert	Part # 55	20	EA
20	1" Ford Corp. Stop CCxFIP	Part # FB1600-4-NL	5	EA
21	1" 45 Bend MIP x PJCTS	Part # LA84-44-NL	2	EA
22	1" Ball Curb Stop FIP x FIP	Part # B11-444-NL	1	EA
23	1" CC Corp Stop Plug	Part # CSP-4-A-NL	4	EA

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.

BIDDING COMPANY NAME: CK Contractors and Development

BID SCHEDULE OF VALUES-REVISED BY ADDENDUM 3
DOLPHIN DRIVE DRAINAGE AND WATERMAIN IMPROVEMENTS RE-BID (WS2213A)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE
A. GENERAL BID ITEMS					
1	Consideration of Indemnification	1	LS	\$ 100.00	\$ 100.00
2	General Conditions/Contract Administration 1.77 % of Bid Price (Not to exceed 2% of Bid Items 4-41)	1	LS	\$ 18,000.00	\$ 18,000.00
3	Bonds and Insurance (Not to Exceed 3% of the construction Bid Items 8-41)	1	LS	\$ 24,000.00	\$ 24,200.00
4	Mobilization and Demobilization (Not to Exceed 5% of the construction bid items 8-41)	1	LS	\$ 46,200.00	\$ 46,200.00
5	Shop Drawings/Record Drawings/GPS Data/Utility Investigation	1	LS	\$ 34,800.00	\$ 34,800.00
6	Temporary Traffic Control	1	LS	\$ 8,230.00	\$ 8,230.00
7	Unforeseen Conditions Allowance	1	AL	\$ 100,000.00	\$ 100,000.00

Unit price of
\$24,000.00 governs

B. DRAINAGE SYSTEM BID ITEMS

8	Furnish and Install 15-Inch RCP Drainage Pipe	85	LF	\$ 345.00	\$ 29,325.00
9	Furnish and Install 18-Inch RCP Drainage Pipe	285	LF	\$ 194.00	\$ 55,290.00
10	Furnish and Install Type "C" Ditch Bottom Inlets	4	EA	\$ 4,665.00	\$ 18,660.00
11	Furnish and Install Type "E" Ditch Bottom Inlets	2	EA	\$ 6,650.00	\$ 13,300.00
12	Furnish and Install Type "J" Storm Water Manhole (4' Diameter with 8-Inch Top Slab)	1	EA	\$ 11,700.00	\$ 11,700.00
13	Clearing and Grading Swale	4,000	SY	\$ 22.00	\$ 88,000.00
14	Furnish and Install 18-Inch CIPP Liner	115	LF	\$ 372.00	\$ 42,780.00
15	Furnish and Install 18- Inch Check Valve	1	EA	\$ 26,900.00	\$ 26,900.00

BID SCHEDULE OF VALUES-REVISED BY ADDENDUM 3
DOLPHIN DRIVE DRAINAGE AND WATERMAIN IMPROVEMENTS RE-BID (WS2213A)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE
C. WATER DISTRIBUTION SYSTEM BID ITEMS					
16	Furnish and Install 4-Inch PVC (C900) Water Main	150	LF	\$ <u>39.50</u>	\$ <u>5,925.00</u>
17	Furnish and Install 6-Inch PVC (C900) Water Main	1,700	LF	\$ <u>58.00</u>	\$ <u>98,600.00</u>
18	Furnish and Install 6-Inch DIP Water Main	60	LF	\$ <u>243.00</u>	\$ <u>14,580.00</u>
19	Furnish and Install Ductile Iron Fittings	1,605	LB	\$ <u>15.50</u>	\$ <u>24,877.50</u>
20	Furnish and Install 6-Inch MJ Gate Valve	5	EA	\$ <u>3,390.00</u>	\$ <u>16,950.00</u>
21	Cut-In a 90° Bend in Existing Water Distribution System	1	EA	\$ <u>7,315.00</u>	\$ <u>7,315.00</u>
22	Furnish and Install Fire Hydrant Assembly	4	EA	\$ <u>9,940.00</u>	\$ <u>39,760.00</u>
23	Furnish and Install 1" Same Side Single Water Service	12	EA	\$ <u>2,100.00</u>	\$ <u>25,200.00</u>
24	Furnish and Install 1" Road Crossing Single Water Service	5	EA	\$ <u>2,930.00</u>	\$ <u>14,650.00</u>
25	Furnish and Install 2" Same Side Double Water Service	3	EA	\$ <u>2,295.00</u>	\$ <u>6,885.00</u>
26	Furnish and Install 2" Road Crossing Double Water Service	7	EA	\$ <u>3,330.00</u>	\$ <u>23,310.00</u>
27	Furnish and Install 2" Road Crossing Single Water Service	2	EA	\$ <u>4,525.00</u>	\$ <u>9,050.00</u>
28	Furnish and Install Bacteriological Sample Point	4	EA	\$ <u>995.00</u>	\$ <u>3,980.00</u>
29	Bacteriological Sampling and Testing	4	EA	\$ <u>2,850.00</u>	\$ <u>11,400.00</u>
30	Disconnect and Remove Existing Meter Box and Connect New Meter Box to Existing Water Service	40	EA	\$ <u>695.00</u>	\$ <u>27,800.00</u>
31	Remove and Dispose of Existing Asbestos Cement Pipe	35	LF	\$ <u>169.00</u>	\$ <u>5,915.00</u>

BID SCHEDULE OF VALUES-REVISED BY ADDENDUM 3
DOLPHIN DRIVE DRAINAGE AND WATERMAIN IMPROVEMENTS RE-BID (WS2213A)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE
C. WATER DISTRIBUTION SYSTEM BID ITEMS (CONTINUED)					
32	Cut, Cap, Grout and Abandon Existing Water Main (4" to 6") including Existing Hydrants	1,900	LF	\$ 8.40	\$ 15,960.00
D. REPAIR AND RESTORATION BID ITEMS					
33	Remove and Replace Roadway Header Curb	125	LF	\$ 58.50	\$ 7,312.50
34	Roadway Edge Repair	250	LF	\$ 48.00	\$ 12,000.00
35	Remove and Replace Concrete Sidewalk	14	SY	\$ 283.00	\$ 3,962.00
36	Mill and Resurface with 1" Type SP-9.5 Asphalt	650	SY	\$ 52.50	\$ 34,125.00
37	Stone Paver Driveway Restoration	90	SY	\$ 160.00	\$ 14,400.00
38	Brick Paver Driveway Restoration	375	SY	\$ 160.00	\$ 60,000.00
39	Concrete Driveway Restoration	475	SY	\$ 162.00	\$ 76,950.00
40	Stamped Concrete Driveway Restoration	10	SY	\$ 383.00	\$ 3,830.00
41	Furnish and Install Sod	4,000	SY	\$ 8.30	\$ 33,200.00
Total Bid Price (Item Nos. 1 - 41) = \$					<u>\$1,115,222.00</u> <i>QM</i>

* Refer to Section 01025 Measurement and Payment of the technical specifications for additional detail for all Pay Items. *QM*

Total Bid Price (Item Nos. 1 - 41) in Words: One million, one hundred fifteen thousand, two hundred twenty-two dollars and zero cents.
~~One million, one hundred fifteen thousand, four hundred twenty-two dollars~~

**THIS PAGE SHOULD BE CLEARLY MARKED WITH A TAB
FOR EASY IDENTIFICATION DURING THE BID OPENING PROCESS.**

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	CGC1530002	3%	Fischman Asphalt 804 Old Dixie Hwy, Suite 3 Lake Park, FL, 33403
Roadway Mill & Resurfacing	CGC1530002	3%	Fischman Asphalt 804 Old Dixie Hwy, Suite 3 Lake Park, FL, 33403
Concrete Driveways / Flatwork	CBC1260264	16%	Spada Flatwork 8464 Belvedere Road, Suite B3 West Palm Beach, FL, 33411
Paver Brick Driveways			
Cured-in-Place Pipe Liner	CUC1224103 CGC1525525	3%	Atlantic Pipe Services 1420 Martin Luther King Jr. Blvd. Sanford, FL, 32771
Pipe & Fittings		9%	Ferguson Waterworks 3697 Interstate Park Rd. South Riviera Beach, FL, 33404

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

THIS SPACE INTENTIONALLY LEFT BLANK
PROCEED TO NEXT PAGE

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's 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 the individual who holds the State of Florida Contractor license and license number:

CUC1225211

1. State the numbers of years your organization has been doing business in the State of Florida: 8
2. State the number of years your organization has been doing business as a licensed General Contractor or Underground Utility and Excavation Contractor in the State of Florida: 8
3. We typically perform 80 % of the work with our own forces. List trades below for which your organization is qualified to self-perform on this project:
Underground Utility and Excavation, Grading and Restoration
4. Has Bidder ever failed to complete awarded work? No.
If so, state where, when and why:
5. State the location of the office from which this contract will be managed.
1100 Technology Place, Suite 122, West Palm Beach, FL 33407
6. State the number of employees available to complete the work contemplated by this contract.
52 Employees.

QUALIFICATION REQUIREMENTS (CONTINUED)

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).

Nicole Mancini, Project Manager - 3 years

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).

Robert Burns, Jr, Superintendent - 10 years

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

See attached equipment list.

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

None.

THIS SPACE INTENTIONALLY LEFT BLANK
PROCEED TO NEXT PAGE

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: None.

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: None.

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: None.

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.

THIS SPACE WAS INTENTIONALLY LEFT BLANK
PROCEED TO NEXT PAGE

QUALIFICATION REQUIREMENTS (CONTINUED)

As Bidder, we certify the following:

(1) NAME & LOCATION OF PROJECT: Universe Blvd. Drainage Improvements - Juno Beach, FL

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

YEAR OF PROJECT: 2023

SCOPE OF WORK: Remove and replace 36-48" CMP with HDPE and associated structures.

Sidewalk/Curb removal and replacement, road crossings and restoration, sod replacement, MOT

CONTRACT VALUE: \$2,871,942.30

TOTAL VALUE OF CHANGE ORDERS: \$104,437.80

REASON FOR CHANGE ORDERS: Added Scope, change of scope, deductive change orders

CONTRACT START AND COMPLETION DATES: 6/28/23 - 11/29/23

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes.

OWNER OF PROJECT: Town of Juno Beach,
OWNER CONTACT NAME AND PHONE NUMBER: Andrea Dobbins, Project Coordinator/Risk Manager - 561-656-0326

ENGINEERING FIRM (DURING CONSTRUCTION): Simmons & White

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

Simmons & White

561-478-7848

2581 Metrocentre Blvd. West, Suite 3, West Palm Beach, FL, 33407

ADDITIONAL INFORMATION: _____

QUALIFICATION REQUIREMENTS (CONTINUED)

(2) NAME & LOCATION OF PROJECT: Grall Law 84" Culvert Replacement - Vero Beach, FL

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

YEAR OF PROJECT: 2021

SCOPE OF WORK: Replacement of CMP Culvert crossing under a business road entrance. Installation of an 80 LF 84" RCP culvert crossing along with all associated restoration.

CONTRACT VALUE: \$219,736.00

TOTAL VALUE OF CHANGE ORDERS: \$42,923.00

REASON FOR CHANGE ORDERS: Added Scope

CONTRACT START AND COMPLETION DATES: 10/01/21 - 11/03/21

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes.

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: Elliot Merrill Community Management. Rick Kimes, 772-569-9853

ENGINEERING FIRM (DURING CONSTRUCTION): MBV Engineering, Inc.

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

Aaron J Bowles

772-569-0035

1835 20th Street, Vero Beach, FL, 32960

ADDITIONAL INFORMATION: _____

QUALIFICATION REQUIREMENTS (CONTINUED)

(3) NAME & LOCATION OF PROJECT: Fontana Townhomes - Palm Beach, FL

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

YEAR OF PROJECT: 2021-2022

SCOPE OF WORK: Site Development for a medium-sized residential project. Grading, Sewer, Water, Stormwater, Concrete, Paving, and SWPPP/Erosion Control.

CONTRACT VALUE: \$2,066,579.95

TOTAL VALUE OF CHANGE ORDERS: \$369,307.45

REASON FOR CHANGE ORDERS: Added scope, change of scope, unforeseen conflict

CONTRACT START AND COMPLETION DATES: 9/03/2021 - 12/30/2022

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes.

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: Meritage Homes, Josh Hubbard (formerly employed), 240-434-5194

ENGINEERING FIRM (DURING CONSTRUCTION): Kimley-Horn

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

Michael D. Spruce

561-330-2345

1615 S. Congress Ave., Suite 201, Delray Beach, FL, 33445

ADDITIONAL INFORMATION: _____

QUALIFICATION REQUIREMENTS (CONTINUED)

(4) NAME & LOCATION OF PROJECT: Canyon District Park

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

YEAR OF PROJECT: 2021

SCOPE OF WORK: Subcontracted to install water, sewer, and drainage.

CONTRACT VALUE: \$1,005,000.00

TOTAL VALUE OF CHANGE ORDERS: \$1,565.00

REASON FOR CHANGE ORDERS: Added scope, deductive change order

CONTRACT START AND COMPLETION DATES: 03/08/21 - 07/06/2021

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes.

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: Palm Beach County Capital Improvements, 561-223-0261

ENGINEERING FIRM (DURING CONSTRUCTION): Kimley-Horn

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

Jason A. Webber

561-330-2345

1615 S. Congress Ave., Suite 201, Delray Beach, FL, 33445

ADDITIONAL INFORMATION: _____

QUALIFICATION REQUIREMENTS (CONTINUED)

(5) NAME & LOCATION OF PROJECT: Indian River County Continuing Contract for Annual Utility Labor Services

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

YEAR OF PROJECT: 2020-ongoing

SCOPE OF WORK: Utility installation and repair services.

CONTRACT VALUE: Ranges from \$20,000-\$1,250,000.

TOTAL VALUE OF CHANGE ORDERS: None.

REASON FOR CHANGE ORDERS: N/A

CONTRACT START AND COMPLETION DATES: 2020-2024 2024 - 2026

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes.

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: Chris Hanson, Project Coordinator, 772-226-3405

ENGINEERING FIRM (DURING CONSTRUCTION): Varies.

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

ADDITIONAL INFORMATION: Proposals built from visual inspection of site and information provided by
the County.

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:	240 calendar days from Notice to Proceed
Final Completion:	270 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.

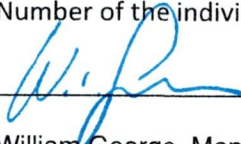
SUBMITTAL DATE 01/23/2025

FIRM NAME CK Contractors and Development

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) 47-1907367

(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 William George, Managing Member

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL qmiddleton@ckcdllc.com

BUSINESS ADDRESS 1100 Technology Place, Suite 122, West Palm Beach, FL 33407

BUSINESS TELEPHONE 561-932-1070

STATE OF INCORPORATION Florida

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

William George, Managing Member

1100 Technology Place, Suite 122, West Palm Beach, FL 33407

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

Bobby Burn, Vice President, bburns@ckcdllc.com, 561-932-1070

1100 Technology Place, Suite 122, West Palm Beach, FL 33407

CONTRACTOR SAFETY QUALIFICATION FORM

SECTION 1: COMPANY INFORMATION

Company Name: CK Contractors & Development

Address 1: 1100 Technology Place, Suite 122

Address 2:

City, State, Zip: West Palm Beach, FL, 33407

Telephone No.: 561-932-1070

Fax No.: 561-228-8918

SECTION 2: NAME(S) AND RELATIONSHIPS OF PARENT COMPANY, AFFILIATES, SUBSIDIARIES, PARTNERS

Company Name:

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 Liability Insurance
- Automobile Liability ***See attached insurance certificate**
- 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?

10+ 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
2019		0.87	
2020		0.86	
2021		0.92	
2022		0.93	
2023		0.96	
2024		0.96	

CONTRACTOR SAFETY QUALIFICATION FORM (CONTINUED)

3.4 List the contact information for an insurance broker who can verify your EMR's:						
Name: Brown & Brown of Oklahoma						
Address 1: 208 North Mill Street						
Address 2:						
City, State, Zip: Pryor, OK 74361						
Telephone No.: 918-825-3295						
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. 300 Logs to the table below:						
Statistic	Year: <u>2022</u>		Year: <u>2023</u>		Year: <u>2024</u>	
	No.	Rate	No.	Rate	No.	Rate
Lost Workday Cases	1		2		0	
Restricted Workday Cases	0		1		0	
Medical Treatment (not First Aid) Cases	0		0		0	
Total Illness Cases	0		0		0	
Total Recordable Cases	1		3		0	
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.						

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: Monthly
- New Hires? ☒ Yes ☐ No Frequency: Upon Hire, Monthly
- Subcontractors? ☐ Yes ☒ No Frequency: _____

SECTION 6: SAFETY AUDITS

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

☒ Yes ☐ No

Name: Ryan Spencer Title: Safety Manager

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).

Yes, See attached safety program cover page and contents.

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

Name: Ryan Spencer Title: Safety Manager

Telephone No.: 561-310-8077

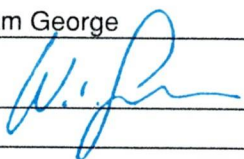
SECTION 8: HEALTH AND SAFETY CITATIONS

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

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 George Title: Managing Member

Signature:  Date: 1/23/25

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that CK Contractors and Development [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 CK Contractors and Development [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.



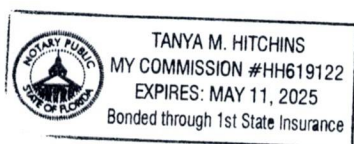
Print Name: William George, Managing Member
Date: 1/23/25

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this 1/23/25 (date) by William George, Managing Member (name of officer or agent, title of officer or agent) of CK Contractors and Development (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



Tanya Hitchins

Name typed, printed or stamped

My Commission Expires:



Company ID Number: 701255

Approved by:

Employer CK Contractors and Development, LLC	
Name (Please Type or Print) Hanan E George	Title
Signature Electronically Signed	Date 08/12/2013
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/12/2013



Company ID Number: 701255

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	CK Contractors and Development, LLC
Company Facility Address	124-1 Wooding Place Kings Mountain, NC 28086
Company Alternate Address	PO BOX 339 KINGS MOUNTAIN, NC 28086
County or Parish	CLEVELAND
Employer Identification Number	471907367
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	2 site(s)



Company ID Number: 701255



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

FL	1
NC	1



Company ID Number: 701255

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

Name Jennifer M George
Phone Number 704730994810
Fax 7047309975
Email iageorge@ckcdllc.com

Name Hanan E George
Phone Number 7049038395
Fax 7047309975
Email hageorge@ckcdllc.com



Company ID Number: 701255



This list represents the first 20 Program Administrators listed for this company.

SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Fischman Inc., dba Fischman Asphalt [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 Fischman Inc., dba Fischman Asphalt [insert subcontractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Cory Fischman

Print Name: Cory Fischman

Date: 01/24/2025

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this 01/24/2025 (date) by Cory Fischman (name of officer or agent, title of officer or agent) of Fischman Inc., dba Fischman Asphalt (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 Drivers License (type of identification) as identification.



Notary Public

Micheala Keisha Grant

Name typed, printed or stamped
Micheala Keisha Grant

My Commission Expires: 08/31/2027

Newport News Virginia Electronic Notary Public
Notarized remotely online using communication technology via Proof.



Company ID Number: 2126133

Approved by:

Employer Fischman Inc.	
Name (Please Type or Print) Chad Fischman	Title
Signature Electronically Signed	Date 04/13/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/13/2023



Company ID Number: 2126133

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Fischman Inc.
Company Facility Address	804 Old Dixie Hwy. Suite 3 Lake Park, FL 33403
Company Alternate Address	
County or Parish	PALM BEACH
Employer Identification Number	854109419
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)



Company ID Number: 2126133



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

FL 1



Company ID Number: 2126133

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

Name	Chad Fischman
Phone Number	5612039775
Fax	
Email	chad@fischmanasphalt.com



Company ID Number: 2126133



This list represents the first 20 Program Administrators listed for this company.

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 George, Managing Member
[print individual's name and title]
for CK Contractors and Development
[print name of entity submitting sworn statement]
whose business address is 1100 Technology Place, Suite 122
West Palm Beach, FL, 33407
and (if applicable) its Federal Employer Identification Number (FEIN) is:
47-1907367
(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 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, 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 George, Managing Member

Sworn to and subscribed before me this 23rd day of January, 2025

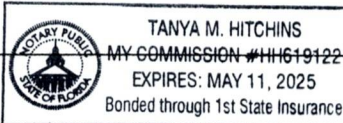
Personally known

OR Produced identification _____ Notary Public – State of Florida

My commission expires

Tanya Hitchins

Tanya Hitchins



(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
---	--	----------------------------	----------------------	-------------

A. Trench Box Each 2 \$1,500.00 \$3,000.00

B. Road Plates Each 4 \$1,250.00 \$5,000.00

C. _____

D. _____

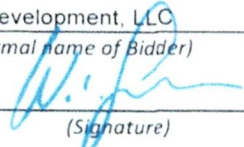
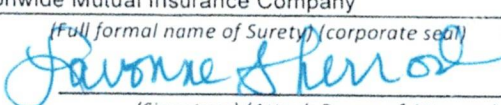
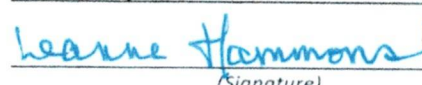
Failure to complete the above may result in the bid being declared non-responsive.

THIS SPACE INTENTIONALLY LEFT BLANK
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: C K Contractors and Development LLC Phone: 561-932-1070 Address (principal place of business): 1100 Technology Place, Suite 122 West Palm Beach, FL 33407 Email Address:	SURETY Name: Nationwide Mutual Insurance Company Phone: 614-249-1545 Address (principal place of business): One West Nationwide Blvd. 1-14-301 Columbus, OH 43215-2220 Email Address:		
OWNER Name: Town of Jupiter Phone: 561-746-5134 Address (principal place of business): <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border-right: 1px solid black; padding-right: 5px;"> Town Hall 210 Military Trail Jupiter, FL 33458 </td> <td style="width: 50%; padding-left: 5px;"> Water Treatment Facility 17403 Central Blvd. Jupiter, FL 33458 Email address: <u>stevenm@jupiter.fl.us</u> </td> </tr> </table>	Town Hall 210 Military Trail Jupiter, FL 33458	Water Treatment Facility 17403 Central Blvd. Jupiter, FL 33458 Email address: <u>stevenm@jupiter.fl.us</u>	BID Project (name and location): Dolphin Drive Drainage and Watermain Improvements Re-Bid (WS2213A), Jupiter, FL This project is located as follows: At the intersection of Center St. and Dolphin Dr., north along Dolphin Dr., Dolphin Pk. And Dolphin Ct. Bid Due Date: <u>01/21/2025</u>
Town Hall 210 Military Trail Jupiter, FL 33458	Water Treatment Facility 17403 Central Blvd. Jupiter, FL 33458 Email address: <u>stevenm@jupiter.fl.us</u>		

BOND	
Penal Sum: 5% of amount bid	Date of Bond: 01/21/2025
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 C K Contractors and Development, LLC (Full formal name of Bidder) By:  (Signature) Name: <u>WILLIAM GEORGE</u> (Printed or typed) Title: <u>MANAGING MEMBER</u> Attest:  (Signature) Name: <u>MICHAEL SMITH</u> (Printed or typed) Title: <u>ESTIMATOR</u>	Surety Nationwide Mutual Insurance Company (Full formal name of Surety) (corporate seal) By:  (Signature) (Attach Power of Attorney) Name: <u>Lavonne Sherrod</u> (Printed or typed) Title: <u>Attorney-in-Fact</u> Attest:  (Signature) Name: <u>Leanne Hammons</u> (Printed or typed) Title: <u>Witness</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.

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

KATHRYN LAVONNE SHERROD

License Number : W533016

Non Resident Insurance License

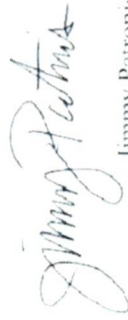
- 0920 - NONRES GEN LINES (PROP & CAS)

Issue Date

11/21/2018

NOTICE - This non-resident license is limited to the classes of insurance reflected above and is further limited to ONLY those classes of insurance for which you are licensed in your home state.

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://dice.flfs.com>. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at www.myfloridacfo.com/division/agents.



Jimmy Patronis
Chief Financial Officer
State of Florida

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
CHARLES MARTIN; JAMES OAKES; LAVONNE SHERROD; LEANNE HAMMONS; LINDA M HOWARD;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.



Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

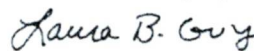


Notary Public
My Commission Expires
October 19, 2024

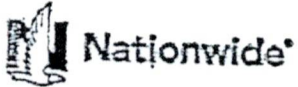
CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 21st day of January, 2025



Assistant Secretary



Nationwide Mutual Insurance Company

1100 Locust St, Dept. 2006
Des Moines, Iowa 50391-2006
Attn: Surety Claims Manager
Tel. 866-387-0457

Surety Claim Notification

Claim notices should be sent to the attention of the Surety Claims Manager via e-mail to bondclms@nationwide.com or via mail to the address above.

All other notices should be sent to the attention of the Surety Underwriting Department via e-mail to bondcomm@nationwide.com or via mail to the address above.

Thank you for your cooperation.

Nationwide Mutual Insurance Company, Surety Department



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

GEORGE, WILLIAM CARROLL

CK CONTRACTORS AND DEVELOPMENT, LLC
1100 TECHNOLOGY PLACE SUITE 122
WEST PALM BEACH FL 33407

LICENSE NUMBER: CUC1225211

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/25/2024

Do not alter this document in any form.

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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/18/2024

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 Brown & Brown Insurance Services, Inc. 208 North Mill St Pryor		CONTACT NAME: Tamara Smith PHONE (A/C, No, Ext): (918) 825-3295 E-MAIL ADDRESS: Tamara.Smith@bbrown.com	FAX (A/C, No): (888) 296-5431
OK 74361		INSURER(S) AFFORDING COVERAGE	
INSURED CK Contractors and Development LLC 1100 Technology Place, Ste 122 West Palm Beach FL 33407		INSURER A: Hudson Insurance Company	NAIC # 25054
		INSURER B: Hudson Excess Insurance Company	14484
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 24-25 CKFL Certs**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 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			NACL01093-07	03/31/2024	03/31/2025	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			NACL01093-07	03/31/2024	03/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			NAE1161-05	03/31/2024	03/31/2025	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
	☒ 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 / A			OBHP271684553	03/31/2024	03/31/2025	PER STATUTE ☒ OTH-ER E.L. EACH ACCIDENT \$ 10,000,000 E.L. DISEASE - EA EMPLOYEE \$ 10,000,000 E.L. DISEASE - POLICY LIMIT \$ 10,000,000

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

*Auto Physical Damage Deductible refers to both Comprehensive and Collision coverage.

CERTIFICATE HOLDER

For Information Only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

AGREEMENT (CONTRACT) BETWEEN OWNER AND CONTRACTOR

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 CK Contractors and Development, 1100 Technology Place, Suite 122, West Palm Beach, FL 33407, a Corporation, 47-1907367 (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 along Dolphin Drive, Dolphin Park and Dolphin Court and their intersection with Center Street in accordance with the Contract Documents. The work Includes, but is not limited to:

- Drainage System Improvements: Furnish and install the following: one Type "J" 4' diameter stormwater drainage manhole into the Center St. drainage system; four Type "C" catch basins and two Type "E" catch basins at designated locations along Dolphin Dr. that are all interconnected with ± 285 LF of 18" RCP and ± 85 LF of 15" RCP; clearing and grading $\pm 4,000$ SY of swale areas; there is also the installation of a ± 115 LF 18" Cured-in-Place Pipe liner into an existing RCP outfall along with the installation of an 18 inch check valve.
- Water Distribution System Improvements: Tie-in to an existing 6" DI water main along the north side of Center St. at Dolphin Dr. and install via open cut ± 60 LF of 6 inch DIP across the Dolphin Dr.; along Dolphin Drive, Dolphin Park and Dolphin Ct. install ± 150 LF of 4 inch C900 PVC, $\pm 1,700$ LF of 6 inch C900 PVC, five 6" MJ isolation Gate Valves, four fire hydrant assemblies, and $\pm 1,605$ lbs. of ductile iron fittings; providing thrust restraint as noted in the contract documents; installation of twelve 1" Same Side Single Water Services, five 1" Road Crossing Single Water Services, two 2" Road Crossing Single Water services, three 2" Same Side Double Water Services, seven 2" Road Crossing Double Water Services, and four Bacteriological Sample Points; disconnecting ± 40 existing water services and connecting to new water services; removal and disposal of ± 35 LF of Asbestos Cement Pipe; and cutting, capping, grouting & abandoning in place $\pm 1,900$ LF of 4" & 6" water main pipe.
- Repair and Restoration: Removal and replacement of ± 125 LF of Roadway Header Curb; making ± 250 LF of Roadway Edge Repair; and milling & resurfacing ± 650 SY of 1" of SP-9.5 asphalt in both Palm Beach County & Town of Jupiter Rights-of-Way; restore over 1,900 SY of stone paver, brick paver, concrete and stamped concrete driveways; fine grade, furnish and install $\pm 4,000$ SY of Sod.

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 residents' water service and property access, restoration and all other drainage and water distribution improvements described by the Bid Documents for restoration of disturbed areas to like or better conditions. 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.

- 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: **DOLPHIN DRIVE DRAINAGE AND WATERMAIN IMPROVEMENTS RE-BID (WS2213A) 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:	240 calendar days from Notice to Proceed
Final Completion:	270 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.
- 3.4 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 Article 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 proceeding 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 Article 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 Article 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.
- 3.5 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 EJCDC Standard General Conditions of the Construction Contract.

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) Index of Technical Specifications & Appendices
 - 8.1(c) 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) Notice of Commencement
- 8.1(p) Combined Payment and 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: Dolphin Drive Drainage and Watermain Improvements Re-Bid (WS2213A)
- 8.1(w) Drawings bearing the title: Dolphin Drive Drainage and Watermain Improvements Re-Bid (WS2213A)

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 561-741-2752, TOWNCLERK@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.

9.7 This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 287, Florida Statutes, which provides for Procurement of Personal Property and Services, specifically Section 287.138, Contracting with Entities of Foreign Countries of Concern. The Contractor acknowledges its legal obligation to comply with § 287.138, Florida Statutes.

- 9.7(a) Pursuant to Section 287.138, Florida Statutes, prohibits the TOWN from entering in to an Agreement which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the TOWN with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.
- 9.7(b) The CONTRACTOR, by its execution of this CONTRACT, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that CONTRACTOR is not owned by the government of a Foreign Country of Concern, is not organized under the laws of, nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.
- 9.7(c) The TOWN reserves the right to terminate this CONTRACT if the CONTRACTOR is found to have provided a false certification or otherwise violates Section 287.138, Florida Statutes. The TOWN, in the event of such termination, shall not incur any liability to the CONTRACTOR for any work or materials furnished.
- 9.8 This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 287, Florida Statutes, which provides for Procurement of Personal Property and Services, specifically Section 287.135, Contracting with Scrutinized Companies. The Contractor acknowledges its legal obligation to comply with § 287.135, Florida Statutes.
- 9.8(a) Section 287.135(2), Florida Statutes, prohibits the TOWN from entering in to an Agreement with a CONTRACTOR that is on the Scrutinized Companies that Boycott Israel List (created pursuant to section 215.4725, Florida Statutes) or is engaged in a boycott of Israel, that is on the Scrutinized Companies with Activities in Sudan List (created pursuant to section 215.473, Florida Statutes), Scrutinized Companies with Activities in Iran Terrorism Sectors List (created pursuant to section 215.473, Florida Statutes) or that is engaged in business operations in Cuba or Syria.
- 9.8(b) The CONTRACTOR, by its execution of this CONTRACT, certifies, under penalty of perjury and pursuant to section 287.135(5), that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, that it does not have business operations in Cuba or Syria, and it is not participating in a boycott of Israel, for goods or services of any amount.
- 9.8(c) The TOWN reserves the right to terminate this CONTRACT if the CONTRACTOR is found to have submitted a false certification or has been placed on a list created pursuant to sections 215.4725 or 215.473. The TOWN, in the event of such termination, shall not incur any liability to the CONTRACTOR for any work or materials furnished.

THIS SPACE WAS INTENTIONALLY LEFT BLANK
PROCEED TO NEXT PAGE

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

CK Contractors and Development
1100 Technology Place, Suite 122
West Palm Beach, FL 33407

William George, Managing Member

(CORPORATE SEAL)

ATTEST

[PRINT NAME AND POSITION]



Hazen and Sawyer
2101 Corporate Boulevard, Suite 301
Boca Raton, FL 33431 • 561.997.8070

February 5, 2025

Amanda Barnes, PE,
Director of Utilities
Town of Jupiter
17403 Central Blvd.
Jupiter, FL 33458

**Re: Dolphin Drive Drainage and Watermain Improvements Re-Bid (WS2213A)
Bid Review**

Dear Ms. Barnes:

Hazen and Sawyer (Hazen) has reviewed the bid proposal documents opened on January 23, 2025 for the subject project as summarized in the attached Bid Tabulation. The Town provided the proposal of the apparent lowest bidder, CK Contractors and Development for review. The bid proposal was evaluated for the proposed Contractor's overall technical ability to perform the work proposed by our design documents and references identified by the Contractor were reviewed.

Based on our review of the bid documents and references provided, we consider this contractor responsible and qualified to perform the work described in the contract documents.

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". The signature is fluid and cursive, with a large, stylized "D" and "B".

David A. Barnett, PE
Senior Associate

Attachment: ITB Bid Tabulation

Job no 44250-040

Dolphin Drive Watermain and Drainage Improvements Re-Bid (WS2213A)
Project Budget (Updated 02/04/2025)

Funding Sources	Water	Stormwater	Totals
Water Renewal & Replacement Fund (W2213)	\$ 553,722	\$ -	\$ 553,722
Stormwater Renewal & Replacement Fund (S2213)	\$ -	\$ 754,850	\$ 754,850
SFWMD / Indian River Lagoon Grant	\$ -	\$ 130,000	\$ 130,000
Total Project Appropriations	\$ 553,722	\$ 884,850	\$ 1,438,572
Expended & Encumbered to Date	Water	Stormwater	Totals
Engineering Design, Permitting & Bid Phase Services	\$ (62,516)	\$ (67,326)	\$ (129,842)
Direct Procurement of Water Service Materials	\$ (18,013)		\$ (18,013)
Permit Fees	\$ (650)	\$ (500)	\$ (1,150)
Bid Advertisement	\$ (470)	\$ (419)	\$ (889)
Total Expended & Encumbered to Date	\$ (81,649)	\$ (68,245)	\$ (149,894)
Remaining Anticipated Expenses	Water	Stormwater	Totals
Construction Contract	\$ (533,362)	\$ (581,861)	\$ (1,115,223)
Engineering Construction Phase Services	\$ (17,286)	\$ (15,956)	\$ (33,242)
Materials Testing Services During Construction	\$ (7,320)	\$ (7,930)	\$ (15,250)
Permit Fees	\$ (150)	\$ (125)	\$ (275)
Construction Contingency (5%)	\$ (27,906)	\$ (30,294)	\$ (58,200)
Total Remaining Anticipated Expenses	\$ (586,024)	\$ (636,166)	\$ (1,222,190)
Total Anticipated Project Cost	\$ 667,673	\$ 704,411	\$ 1,372,083
Budget Surplus / (Deficit)	\$ (113,951)	\$ 180,439	\$ 66,489
Budget Transfer Request from Water R&R Fund	\$ 113,951	\$ 0.00	\$ 113,951
Proposed Amended Project Budget	\$ 667,673	\$ 884,850	\$ 1,552,523

TOWN OF JUPITER
Approval of Contract EPW 2025-12 for the Municipal Campus Wayfinding Signage



DATE	March 18, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Roger Held, Senior Director of Community Development
SUBJECT	Approval of Resolution 37-25 for the award of Contract for the Municipal Campus Wayfinding Signage to Kenco Sign and Awning, LLC in the amount of \$246,840.00

EXECUTIVE SUMMARY

Town staff is providing Resolution 37-25 for consideration by Town Council for approval of the award of Contract EPW 2025-12, Municipal Campus Wayfinding Signage, to Kenco Sign and Awning, LLC in the amount of \$246,840.00.

The project scope consists of, but is not limited to, construction of signs, all labor, materials, equipment, tools, transportation, and supplies at various locations at the Town of Jupiter Municipal Campus.

On February 11, 2025 five (5) bids were received and opened for the subject project; please see attached Bid Tabulation. Town staff reviewed all bids and determined that Kenco Sign and Awning, LLC is the lowest, most responsive and responsible bidder with a total bid amount of \$246,840.00. Town staff contacted references provided by Kenco Sign and Awning, LLC and received positive feedback on the quality of their work and completion of their projects.

The Contract proposed for this project is the Engineering Division's C1 Contract standard form. The Town Attorney has reviewed the attached Contract and finds it to be in acceptable form.

ANALYSIS

Town staff reviewed the bids and conducted the solicitation process in accordance with the Town policies.

It should be noted that three (3) of the five (5) bids were rejected because of unauthorized alterations and/or serious irregularities to the bid forms. The bid rejections are in compliance with section 15.1 of the bid packet which is received by all prospective bidders.

Town staff is providing Resolution 37-25 for consideration by Town Council for approval of the award of Contract EPW 2025-12, Municipal Campus Wayfinding Signage to Kenco Sign and Awning, LLC in the amount of \$246,840.00. In the event the Town Council approves Resolution 37-25, the Mayor will be authorized to execute the Contract on its behalf.

STRATEGIC PRIORITY

- Safety
- Manage Growth

ATTACHMENTS

1. Resolution 37-25
2. Bid Tabulation
3. Contract
4. Wayfinding Signage Locations

FUNDING SOURCE

Approved in Budget	\$ 246,840.00	Sources: 00190019-552000, General Fund Operating Account
Additional Funding Requested	\$	Sources:

For more information or to request attachments, please contact Heather Keys at heatherk@jupiter.fl.us and/or 561-741-2737.

RESOLUTION NO. 37-25

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF JUPITER, FLORIDA, FOR THE AWARD OF
CONTRACT EPW 2025-12, MUNICIPAL COMPLEX
WAYFINDING SIGNAGE TO KENCO SIGN AND
AWNING, LLC 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 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; and

WHEREAS, the Town's Engineering and Public Works Department solicited bids for EPW 2025-12, Municipal Complex Wayfinding Signage; and

WHEREAS, the scope of work for this project consists of the construction of signs and completion in every detail of the work, including but not limited to, all labor, materials, equipment, tools, transportation, and supplies at various locations at the Town of Jupiter Municipal Complex; and

WHEREAS, based on the information provided by Town staff, Town Council has determined that Kenco Sign and Awning, LLC is qualified to provide the services sought by the Town pursuant to its request for a proposal; and

WHEREAS, the Town Council has determined that it should award Contract EPW 2025-12 to Kenco Sign and Awning, LLC; and

WHEREAS, the Town has sufficient funds in its FY 2025 operating budget available for the funding of the Contract.

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 Kenco Sign and Awning, LLC in the amount of \$246,840.

Section 3. This Resolution shall take effect immediately upon its execution.

BID TABULATION
MUNICIPAL COMPLEX WAYFINDING SIGNAGE
EPW 2025-12
TOWN OF JUPITER

CONTRACTOR NAME & ADDRESS	TOTAL BASE BID SUM	REVIEWED CALCULATED BID
Forge Signworks 69 Megill Rd Farmingdale, NJ 07727	\$130,500.00	\$98,300.00
Gemstone Builders, LLC 4907 N. University Dr. Suite 205 Lauderhill, FL 33351	\$181,803.00	\$103,702.00
Baron International, LLC DBA: Baron Sign Manufacturing 17180 Innovation Drive Jupiter, FL 33478	\$239,969.25	\$105,000.79
Kenco Sign and Awning LLC 1539 Garden Avenue Holly Hill, FL 32117	\$246,840.00	\$246,840.00
A. Thomas Construction, Inc. 1380 Bayshore Dr. Ft. Pierce, FL 34949	\$359,100.00	\$359,100.00

Bids marked in red rejected per section 15.1 of bid documents – Bids will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

EPW 2025-12
CONTRACT
BETWEEN THE
TOWN OF JUPITER
AND
KENCO SIGN AND AWNING, LLC

THIS CONTRACT, made this 18th day of March 2025, by and between the Town of Jupiter, a public corporation of the State of Florida, hereinafter designated as "the TOWN", and Kenco Sign and Awning, LLC, 1539 Garden Avenue, Holly Hill, Florida 32117, a Florida Corporation, FEID Number 45-5041877 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 February 11, 2025 for the Construction of the MUNICIPAL COMPLEX WAYFINDING SIGNAGE, 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 2025-12 MUNICIPAL COMPLEX WAYFINDING SIGNAGE, 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 **Ninety (90)** 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 Hundred Dollars and No Cents (\$300.00)**, 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 Two Hundred Forty-Six Thousand, Eight Hundred Forty Dollars and No Cents (\$246,840.00).

- 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 2025-12, MUNICIPAL COMPLEX WAYFINDING SIGNAGE, consisting of plans prepared by Kimley Horn dated August 2024.
- 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 Roger Held Senior Director of Community Development 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 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.

24. E-VERIFY, ENTITIES OF FORGEN COUNTRIES OF CONCERN, SCRUTINIZED COMPANIES LIST

24.1. EMPLOYMENT ELIGIBILITY REQUIREMENTS (E-VERIFY REGISTRATION AND USE)

24.1.1. 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 Contract.

24.1.2. Bidders are responsible to review Section 448.095 F.S. in its entirety and ensure that all obligations of the Statute are complied with.

24.1.3. 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.

24.1.4. 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.

24.1.5. 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-verify.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.

24.1.5.1. 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.

24.1.5.2. 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.

24.2. ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Section 287.138, Florida Statutes, prohibits the TOWN from entering in to an Agreement which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the TOWN with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.

The CONTRACTOR, by its execution of this CONTRACT, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that CONTRACTOR is not owned by the government of a Foreign Country of Concern, is not organized under the

laws of, nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.

The TOWN reserves the right to terminate this CONTRACT if the CONTRACTOR is found to have provided a false certification or otherwise violates Section 287.138, Florida Statutes. The TOWN, in the event of such termination, shall not incur any liability to the CONTRACTOR for any work or materials furnished.

24.3. SCRUTINIZED COMPANIES LIST

Section 287.135(2), Florida Statutes, prohibits the TOWN from entering in to an Agreement with a CONTRACTOR that is on the Scrutinized Companies that Boycott Israel List (created pursuant to section 215.4725, Florida Statutes) or is engaged in a boycott of Israel, that is on the Scrutinized Companies with Activities in Sudan List (created pursuant to section 215.473, Florida Statutes), Scrutinized Companies with Activities in Iran Terrorism Sectors List (created pursuant to section 215.473, Florida Statutes) or that is engaged in business operations in Cuba or Syria.

The CONTRACTOR, by its execution of this CONTRACT, certifies, under penalty of perjury and pursuant to section 287.135(5), that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, that it does not have business operations in Cuba or Syria, and it is not participating in a boycott of Israel, for goods or services of any amount.

The TOWN reserves the right to terminate this CONTRACT if the CONTRACTOR is found to have submitted a false certification or has been placed on a list created pursuant to sections 215.4725 or 215.473. The TOWN, in the event of such termination, shall not incur any liability to the CONTRACTOR for any work or materials furnished.

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

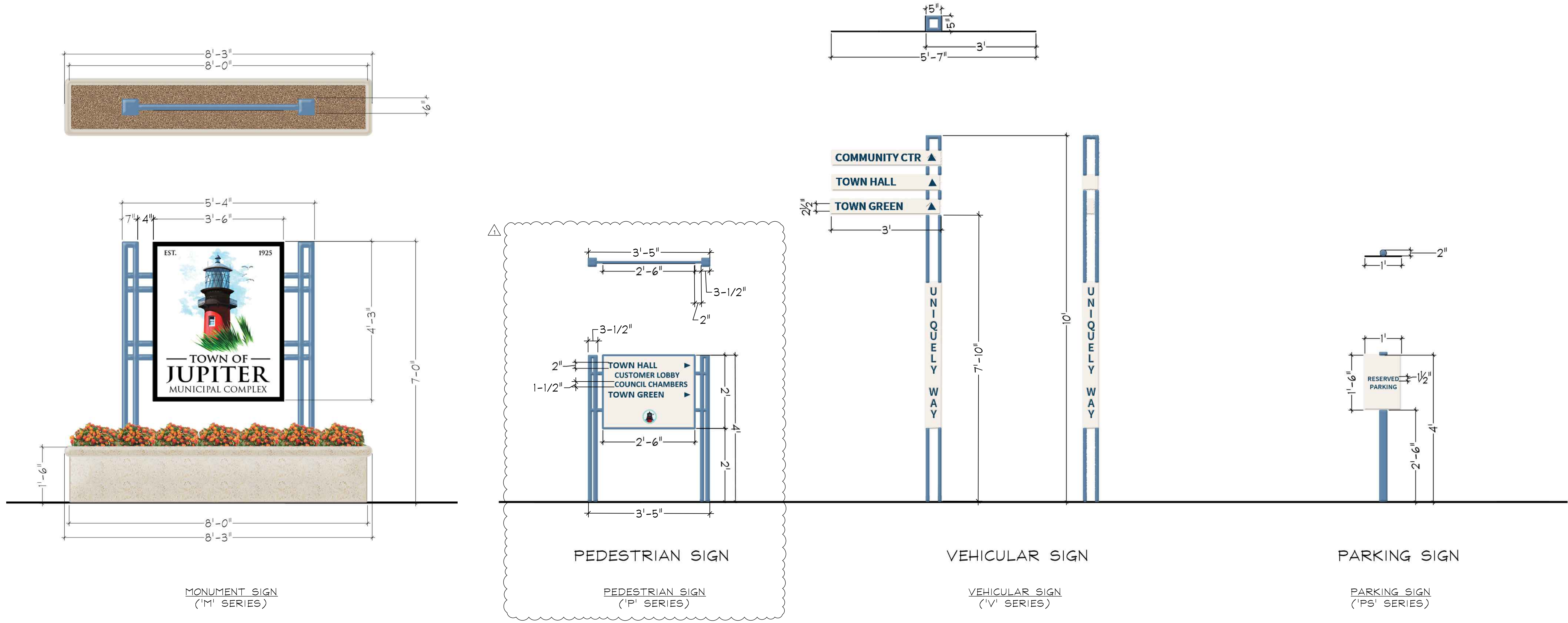
Printed Name

Title

Attested By: _____
Signature

Printed Name

Title



GENERAL NOTES:

1. CONTRACTOR SHALL REPAIR ANY AND ALL DAMAGE DONE TO TOWN PROPERTY DURING DEMOLITION AND/OR INSTALLATION ACTIVITIES AT THEIR SOLE EXPENSE.
2. PERMITEE WILL COORDINATE ALL WORK WITH THE TOWN'S PROJECT MANAGER.
3. PERMITEE WILL COORDINATE (I.E. PRECONSTRUCTION MEETINGS, INSPECTIONS, FINAL ACCEPTANCE OF WORK, ETC.) WITH TOWN PROJECT MANAGER. COORDINATION WILL INCLUDE PRE-CONSTRUCTION, CERTIFICATION ACCEPTANCE AND FINAL APPROVAL IS CONTINGENT UPON CONFORMITY OF ALL WORK COMPLETED ACCORDING TO THIS PERMIT AND THE RESTORATION OF TOWN PROPERTY.
4. ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE TOWN'S MODIFIED STANDARD SPECIFICATIONS AND THE TOWN'S STANDARDS.
5. IT IS THE PERMITEE'S RESPONSIBILITY TO OBTAIN FINAL ACCEPTANCE OF PERMITTED WORK (COMPLETED) AND THE RESTORATION OF THE SITE FROM THE TOWN OF JUPITER.

SIGN TYPE	TOTAL
M - MONUMENT SIGNS	2
V - VEHICULAR SIGNS	11
PS - PARKING SIGNS	2
P - PEDESTRIAN SIGNS	7

SIGN DESIGN NOTES:

1. SIGN DESIGN AND STRUCTURE IS PRESENTED AS A 'DESIGN INTENT' DRAWING. CONTRACTOR SHALL USE THE GUIDANCE PROVIDED IN THIS PLAN SET TO PRODUCE ENGINEERED PERMIT DRAWINGS THAT MEET FLORIDA BUILDING CODE AND FOLLOW FABRICATION NOTES IN THIS SET.
2. ALL SIGN ELEMENTS ARE TO BE ENGINEERED FOR WIND EXPOSURE C. FASTENING METHODS AND ATTACHMENT DESIGN TO BE SUBMITTED TO THE TOWN AS APART OF THE CONTRACTOR'S ENGINEERED SIGN PACKAGE FOR THE STRUCTURAL PERMIT REVIEW AND APPROVAL

* All Artistic work will reference Municipal Campus

CALL 2 WORKING DAYS
BEFORE YOU DIG



IT'S THE LA
DIAL 811

**Know what's below.
Call before you dig.**

SUNSHINE STATE ONE CALL OF FLORIDA, INC

VERTICAL DATUM
ELEVATIONS SHOWN HEREON ARE BASED ON THE
NATIONAL GEODETIC VERTICAL DATUM OF 1929.
NGVD '29 ELEVATION - 1.526 = NAVD '88 ELEVATION

CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE TOWN OF JUPITER - MODIFIED STANDARD SPECIFICATIONS.

SIGN FAMILY AND SCHEDULES

**JUPITER
WAYFINDING
PREPARED FOR
TOWN OF JUPITER
F JUPITER**

SHEET NUMBER
C-0.1

[illegible]

Kimley»»Horn

© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
1920 WEKIVA WAY SUITE 200, WEST PALM BEACH, FL 33411
PHONE: 561-845-0665 FAX: 561-863-8175
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

LICENSED PROFESSIONAL

TRICIA C. RICHTER, PLA

FLORIDA LICENSE NUMBER

LA#6667244

KHA PROJECT
044000097DATE
AUG 2024

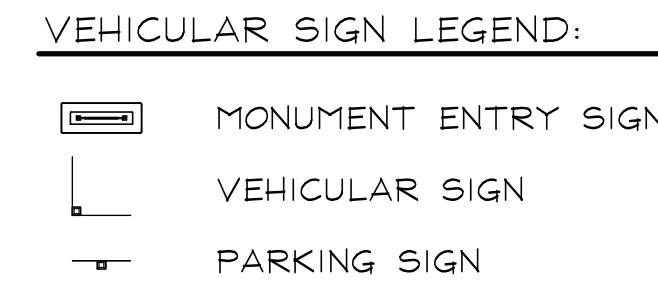
SCALE AS SHOWN

DESIGNED BY TB

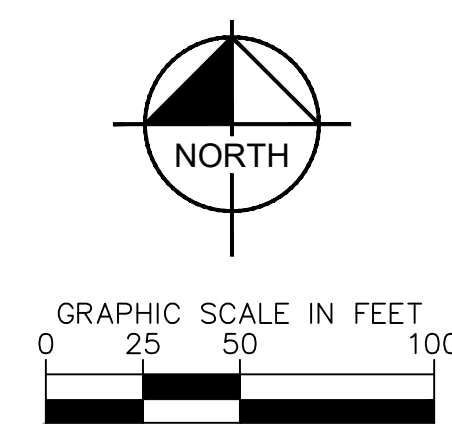
DRAWN BY	TB
----------	----

SIGN FAMILY AND SCHEDULES

**JUPITER
WAYFINDING**
PREPARED FOR
TOWN OF JUPITER
TOWN OF JUPITER
FL



* All Artistic work will reference
Municipal Campus



CALL 2 WORKING DAYS
BEFORE YOU DIG

IT'S THE LAW!
DIAL 811

811

Know what's **below**.
Call before you dig

SUNSHINE STATE ONE CALL OF FLORIDA, INC.



VERTICAL DATUM
ELEVATIONS SHOWN HEREON ARE BASED ON THE
NATIONAL GEODETIC VERTICAL DATUM OF 1929.
NGVD '29 ELEVATION - 1.526 = NAVD '88 ELEVATION

CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE TOWN OF JUPITER - MODIFIED STANDARD SPECIFICATIONS.

SHEET NUMBER C-1.0	JUPITER WAYFINDING PREPARED FOR TOWN OF JUPITER	FL	OVERALL LOCATION MAP - VEHICULAR SIGNS	KHA PROJECT 044000097		LICENSED PROFESSIONAL		Kimley»»»Horn © 2024 KIMLEY-HORN AND ASSOCIATES, INC. 1920 WEKIVA WAY SUITE 200, WEST PALM BEACH, FL 33411 PHONE: 561-845-0665 FAX: 561-863-8175 WWW.KIMLEY-HORN.COM REGISTRY NO. 35106										
				DATE AUG 2024	SCALE AS SHOWN	TRICIA C. RICHTER, PLA	FLORIDA LICENSE NUMBER LA#6667244		△ PER OWNER COMMENTS		No.		REVISIONS		DATE	BY		
	TOWN OF JUPITER			DESIGNED BY TB	CHECKED BY TIR	DATE:												1/22/2025

TOWN OF JUPITER
Supplemental Agreement No. 2 to EPW 2024-23 for the Site Work and Signalization at
Cinquez and Piatt Place Fire Stations



DATE	March 18, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Roger Held, Senior Director of Community Development, Darrel Donatto, Fire Chief
SUBJECT	Resolution 40-25, Authorizing Supplemental Agreement No. 2 to EPW 2024-23 for the Guaranteed Maximum Price for Site Work and Signalization at Cinquez and Piatt Place Fire Stations in an amount of \$8,578,882.

EXECUTIVE SUMMARY

Staff seeks approval of Resolution 40-25 authorizing Supplemental Agreement No. 2 to the Town's contract with Kaufman Lynn Construction to accept a Guaranteed Maximum Price (GMP) Amendment for Phase 3 relating to the required construction site work and signalization at Piatt Place and Cinquez Fire Stations. The Guaranteed Maximum Price (GMP) for Phase 3 has been agreed to by Kaufman Lynn and the Town at an amount not to exceed \$8,578,882.

The GMP for Phase 3 cost proposal breakdown submitted by Kaufman Lynn is detailed in attachment 4.

The subcontractors who are recommended by Kaufman-Lynn for this phase of the work have been vetted and are deemed capable and prepared to complete the work. Kaufman-Lynn will be carrying performance and payment bonds on each subcontractor to insure their risk in the project.

At the August 20, 2024, Town Council meeting, the Town Council authorized a GMP for Phase 1 of the project in the amount of \$4,917,970 for design, engineering, site work and removal of the underground parking structure at the Piatt Place location. That work is now complete and the remaining surtax funds from Phase 1 of \$1,587,867 is being obligated for Phase 3 to offset the need for loan proceeds funding. Phase 2, which is currently in process, includes the retaining wall at Piatt Place and the road realignment at Cinquez Park.

The construction at Cinquez and Piatt Place also consists of elements that will benefit the parks on both sites. The GMP being proposed contains a pro rata share of costs which will be funded by Town and CRA reserves since these costs will directly benefit the park sites. The total cost and financing sources for Phase 3 are detailed in attachment 5.

The funding sources identified above along with a \$5,678,276 draw from the Town's commercial paper line of credit will fund this supplemental agreement.

ANALYSIS

The Town and Kaufmann Lynn have negotiated Supplemental Agreement No.2 and a GMP for Phase 3 of the project to include construction of site work and signal construction at the Cinquez and Piatt Place Fire Stations.

In the event the Town Council approves Resolution 40-25, the Town Manager will be authorized to execute Supplemental Agreement No. 2 by direction on behalf of Town Council.

STRATEGIC PRIORITY

- Safety
- Organizational Excellence
- Fiscal Responsibility

ATTACHMENTS

1. Resolution No. 40-25
2. Supplemental Agreement No 2
3. Guaranteed Maximum Price for Phase III
4. Phase 3 Cost Breakdown
5. Phase 3 Total Cost and Funding Sources

FUNDING SOURCE

Approved in Budget	\$1,614,102	Sources: Piatt Place: CRA Remaining Funds Phase 1 - \$26,235 Cinquez Park Road: Obligated Surtax Funds - \$1,587,867
Additional Funding Requested	\$6,964,780	Sources: Piatt Place: CRA Reserves - \$635,088 Loan Proceeds - \$3,609,699 Cinquez Park Road: General Fund Reserves – \$651,416 Loan Proceeds - \$2,068,577

For more information or to request attachments, please contact Heather Keys at heatherk@jupiter.fl.us and/or 561-741-2737.

RESOLUTION NO. 40-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING SUPPLEMENTAL AGREEMENT NO. 2 TO CONTRACT EPW 2024-23, FIRE/PUBLIC SAFETY STRUCTURES PROGRESSIVE DESIGN-BUILD SERVICES WITH KAUFMAN LYNN CONSTRUCTION, ACCEPTING A GUARANTEED MAXIMUM PRICE AMENDMENT FOR PHASE 3 RELATING TO CONSTRUCTION COSTS FOR THE FIRE/PUBLIC SAFETY STRUCTURES.

WHEREAS, the Town of Jupiter (Town) is a municipality with 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; and

WHEREAS, on August 20, 2024 the Town Council adopted Resolution No. 106-24 approving Contract EPW 2024-23, for the Fire/Public Safety Structures Progressive Design-Build Services (the "Contract") between the Town and Kaufman Lynn; and

WHEREAS, as a part of the Project scope of work Kaufman Lynn agreed to provide design of the Piatt Place and Cinquez Park Fire Stations and demolition/limited site work at Piatt Place; and

WHEREAS, the Town and Kaufman Lynn Construction have agreed to amend the scope of work for the Project; and

WHEREAS, the Contract contemplated and included provisions for future contract amendments, providing for the establishment of specific guaranteed maximum prices for future phases of the work, including construction of the Project and its supporting infrastructure; and

WHEREAS, the Town and Kaufmann Lynn have negotiated a Guaranteed Maximum Price for portions of Phase 3 of the Project which include Site and Signal Construction at Cinquez Park and Site and Signal Construction at Piatt Place; and

WHEREAS, the Town will incur additional direct costs associated with Phase 3 of the Project that are not included in the Contract scope of work previously authorized by the Town Council; and

WHEREAS, Supplemental Agreement No. 2 has been composed to capture the costs and a portion of the scope of work to be performed in Phase 3 of the Project by Kaufman Lynn; and

WHEREAS, the Town has sufficient funds in the General Fund reserves, Loan Proceeds, Surtax Funds and CRA reserves to support the additional work proposed under Supplemental Agreement No. 2; and

WHEREAS, Town Council agrees it should authorize Supplemental Agreement No. 2 for the additional proposed work.

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 Kaufman Lynn Construction is hereby amended to include the Guaranteed Maximum Price (GMP) for Phase 3 of the Project set forth in the attached Supplemental Agreement No. 2, which is incorporated herein.

Section 2. The Senior Director of Community Development is authorized and directed to execute Supplemental Agreement No. 2 on behalf of the Town.

Section 3. This Resolution shall take effective immediately upon its execution.

**TOWN OF JUPITER
CONTRACT SUPPLEMENTAL AGREEMENT**

Contract No: EPW 2024-23

Date: March 18, 2025

This agreement entered into on March 18, 2025, such an agreement to be effective on the last date of execution by a party hereto, by and between the Town of Jupiter (Town) and Kaufman Lynn Construction (Contractor) and "Surety", the same being supplementary to Contract by and between the parties aforesaid, dated August 20, 2024 for the construction or improvement of Fire-Public Safety Structures Design-Build Services, assigned the contract number shown above, in Jupiter, Florida.

1. The Contractor has provided a Guaranteed Maximum Price (GMP) proposal for the construction of the Site & Signal Construction at Cinquez Park and the Site & Signal Construction at Piatt Place; see additional sheets attached. The total cost of this work shall be in the amount of **Eight Million, Five Hundred Seventy-Eight Thousand and Eight Hundred Eighty-One Dollars and No Cents (\$8,578,882)**.
2. The quantities to be paid shall be determined as provided in the contract documents. The quantities so determined shall be paid at the unit prices stated on the attached sheets.
3. It is further agreed that this supplemental agreement shall not alter or change in any manner the force and effect of the original Contract No. EPW 2024-23, including any previous amendments thereto, except insofar as the same is altered and amended by this supplemental agreement.
4. By entering into this Agreement, Contractor releases the Town from any and all Contractor claims arising out of or relating to contract time and sum adjustments including claims for all direct and indirect costs for equipment, manpower, materials, overhead, profit and delay relating to the issues set forth in the Supplemental Agreement. This provision is limited to and applies to any claims arising out of or on account of the matters described and set forth in this Supplemental Agreement.

Granted time this Agreement days: Zero (0) days

Net change in Contract this Agreement: Increase: (\$6,964,780); Decrease: \$ _____; No Change: ____.

Approved By:
(CONTRACTOR)

Print Name: _____

Date: _____

Approved By:
(SURETY)

Print Name: _____

Date: _____

Approved By Direction:
(TOWN OF JUPITER)

Frank Kitzerow, Town Manager

Date: _____

Contract EPW 2024-23
Supplemental Agreement No. 2 – Attachment

This GMP consists of the construction of the Piatt Place Site & Signal work and the Cinquez Site & Signal work. Piatt Place's scope of work includes but is not limited to, the construction of site fill, tree removal/relocation, concrete wall cap with railing, maintenance of traffic, and drill shafts to support future mast arms. The Cinquez Park scope of work includes but is not limited to, construction of site fill, tree removal/relocation, maintenance of traffic, and drill shafts to support future mast arms.

The total cost of this Supplemental Agreement shall be \$8,578,882. The Town shall utilize \$1,614,102 transferred from the Phase I work under this contract. Therefore, the Contract value is increasing \$6,964,780.

1. Attachments:

Guaranteed Maximum Price from Kaufman Lynn, dated March 4, 2025 for the construction of the Site & Signal at Piatt Place.

Relevant Plan pages from the Piatt Place Plans from Kimley Horn, dated February 2025 for the construction of the Site & Signal at Piatt Place.

Guaranteed Maximum Price from Kaufman Lynn, dated March 4, 2025 for the construction of the Site & Signal at Cinquez Park.

Relevant Plan pages from the Cinquez Park Plans from Kimley Horn, dated February 2025 for the construction of the Site & Signal at Cinquez Park.

JUPITER FIRE STATIONS CINQUEZ PARK STATION SITE PACKAGE

March 04, 2025

GMP Contractor Clarifications and Assumptions

GENERAL

This document is intended to expand and/or clarify plan interpretation in instances where the plans are in conflict or silent. Should the plans conflict with other contract documents, this proposal is based on the plans being the default.

1. This Jupiter Fire Station Cinquez Park Site Package GMP scope of work shall fall under the terms of the existing agreement for Contract No. EPW 2024-23 for Fire/Public Safety Structures Progressive Design-Build Services. For the vertical construction of the Project, the Owner and Contractor agree to collaborate in good faith to develop and mutually approve a supplemental and/or separate contract form which is in compliance with the language of Section B(2) of the Town's Request for Qualifications.
2. The costs associated with General Conditions and General Requirements included in this GMP represent the cost required to complete the Fire Station project, per the project durations established in Contract No. EPW 2024-23 for Fire/Public Safety Structures Progressive Design-Build Services, to the contractual completion date. No additional General Conditions or General Requirements costs will be included in the GMP for the vertical Fire Station project phase, as that work will be performed concurrently with the scope of work included in this GMP phase.
3. No retainage shall be held on Contractor's Bond, Insurance cost and Design Team Construction Administration Fees, which are fixed rates included in this GMP. 5% retainage shall be held on all other cost per compliance with Florida statutes. The closeout, final payment and release of retainage for this GMP scope of work shall not be predicated on any other GMP phase or unassociated scope of work.
4. General Conditions cost are lump sum cost and they shall be billed each month based on the percentage completion of the project.
5. Full back up of general requirement's cost shall be provided with each monthly pay application.
6. The following are excluded:
 - a. Building permit fees, Occupancy Permit fees, Impact fees, Connection fees and Assessments. We are assuming permit fees are not applicable for this scope of work.
 - b. Builder's Risk premiums and deductibles are by Owner.
 - c. Site Security services or fire watch.

- d. Commissioning and/or special testing engineer services.
 - e. Asbestos inspections, reporting documentation and "All Clean" Certifications.
 - f. Material testing and inspections.
 - g. Any special labor rates that may be required by project location, funding, municipality governance, etc. such as Davis Bacon Act.
 - h. Tree Relocated, Removes, Root Pruning by Owner
 - i. FPL transformers, Primary Conduits and wire, and Deposits
 - j. All utility usage and trash removal services to the buildings after substantial completion is achieved.
 - k. Removal, disposal, remediation, and premiums associated with unforeseen or unsuitable soil conditions, hazardous materials, or other materials requiring controlled removal/disposal.
 - l. Notwithstanding anything to the contrary, the Contract Amount has been calculated based on the current prices for building materials. Due to the volatility of the market for certain building materials and the concern of the imposition of tariffs on the price of materials (including the ramifications of any trade war), it is understood that certain material price increases / escalations could occur. Should any material price increase after the execution of this Agreement as the direct or indirect result of the imposition of tariffs, Owner agrees to pay the material price increase to the Contractor as an additional cost and the Contract Amount shall be increased based on the material price increase. Contractor's claim to Owner for any material price increase shall require written notice from Contractor to Owner within ten (10) days of discovery of the price increase. Payments for any price increase shall include and be supported by invoices, bills of sale, and other documentation, as applicable.
 - i. This section shall take effect only if the price of the material has a 3% or greater increase in cost. The Owner shall remain fully obligated to pay for the total price increase without adjustment or pro-ration.
 - ii. This section applies only throughout the agreed upon buyout time frame to which the Contractor has to buy the project materials thru award of Subcontracts. The agreed upon time frame for this phase is 30 days, and the start date will be the fully executed date of either the Notice to Proceed issued by the Owner or receipt of a fully executed Supplemental Agreement for this GMP scope of work.
 - m. For this specific agreement, to the extent any Critical Path delays are caused by the imposition of tariffs or taxes on any material imports including, without limitation, steel and aluminum, any trade wars, or other government action, such delays shall be deemed compensable delays extending the Contract Time and increasing the Contract Sum at the Daily Rate of General Conditions Cost.
7. The GMP is based on the Civil and Signalization drawings transmitted Friday December 20, 2024 (S&S date December 19, 2024) and dated December 2024, by Kimley Horn; however, the GMP is limited to only include the work outside of the new access road connecting Carver Ave.

to the existing park road as well as the directly associated sidewalk, curbing and underground storm infrastructure beneath the road as this was submitted previously.

DIVISION 02 – SITEWORK

1. The GMP assumes all excavated material is suitable clean, fill or disposable to a standard landfill.
2. The GMP excludes any tree removal or relocation as it is assumed to be performed by the Town prior to commencement of this work.
3. The GMP excludes any landscape or irrigation as this will be provided in a subsequent GMP package.
4. The GMP excludes all temp fencing, maintenance and relocation of temp fence and surveying for temp fence required for the access road.
5. This GMP includes a 30k allowance for Owner comments and site work changes that have been made and issued after this GMP bid set of plans.
6. Vibration monitoring allowance of 10k has been included in this GMP.
- 7.

DIVISION 16 – SIGNALIZATION

1. The GMP includes an allowance for the drilled shafts to support the mast arms pending a final design. The allowance value included is \$96,000.00.
2. The GMP includes MOT per AHJ for the site and signalization work, however, any additional message boards, arrow boards, barrier walls, etc. are specifically excluded.
3. The GMP assumes that the spoils from the drilled shaft installation are suitable for use within the project site.

END OF CONTRACTOR CLARIFICATIONS

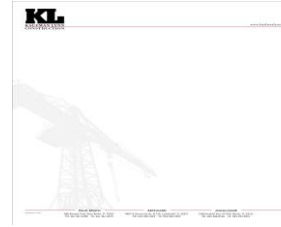
Project Data			
Project Name	Cinquez Fire Station - Site Package		
Location			
Plan Set Date			
Gross Project Area (Square Feet)	14065		
Gross AC Area (Square Feet)	0		
Net Leaseable Area (Square Feet)	0		
Building Efficiency (Percentage)	0%		
Parking Garage Area (Square Feet)	0		
Parking Garage Spaces	0		
Parking Garage Efficiency (SF/Space)	0		
Building Height (Stories)	0		
Gross Site Area (Acres)	0		
Schedule Duration (Months)			
		Estimate Deliverable	
		Owner	
		Architect	
		Document Level	



CONSTRUCTION



Architectural rendering of a building structure, likely a fire station, showing the main building and a large, angled roof section.



Division Summary of Estimate						
Div	Description		Total Cost	\$ / GSF	% / Total	
1.1	GENERAL REQUIREMENTS		\$ 383,595	\$ 27.27	8.91%	
2	SITEWORK		\$ 1,603,706	\$ 114.02	37.23%	
3	CONCRETE		\$ -	\$ -	0.00%	
4	MASONRY		\$ -	\$ -	0.00%	
5	METALS		\$ -	\$ -	0.00%	
6	WOODS, PLASTICS AND COMPOSITES		\$ -	\$ -	0.00%	
7	THERMAL AND MOISTURE PROTECTION		\$ -	\$ -	0.00%	
8	DOORS AND WINDOWS		\$ -	\$ -	0.00%	
9	FINISHES		\$ -	\$ -	0.00%	
10	SPECIALTIES		\$ -	\$ -	0.00%	
11	EQUIPMENT		\$ -	\$ -	0.00%	
12	FURNISHINGS		\$ -	\$ -	0.00%	
13	SPECIAL CONSTRUCTION		\$ -	\$ -	0.00%	
14	CONVEYING SYSTEMS		\$ -	\$ -	0.00%	
15	MECHANICAL		\$ -	\$ -	0.00%	
16	ELECTRICAL		\$ 453,860	\$ 32.27	10.54%	
SUBTOTAL			\$ 2,441,161	\$ 173.56	56.67%	
1	GENERAL CONDITIONS		\$ 1,311,298	\$ 93.23	30.44%	
50	INSURANCE, TAXES & BONDS	Distribute?				
	Kaufman Lynn Insurance (Fixed Rate)	1.98% Yes	\$ 85,288	\$ 6.06	1.98%	
	Builder's Risk Insurance - NIC	0.00% Yes	\$ -	\$ -	0.00%	
	Builders Risk Insurance Deductible - NIC	0% No	\$ -	\$ -	0.00%	
	Subcontractor Default Ins.	0.00% Yes	\$ -	\$ -	0.00%	
	Owner Contingency	3.00% Yes	\$ 73,235	\$ 5.21	1.70%	
	Contractor's Construction Contingency	3.00% Yes	\$ 73,235	\$ 5.21	1.70%	
	Owner Direct Purchase Program (ODP)	-1.00% Yes	\$ (24,412)	\$ (1.74)	-0.57%	
	Design CA Services	0.00% Yes	\$ 57,100	\$ 4.06	0.00%	
SUBTOTAL			\$ 264,446	\$ 18.80	4.81%	
	Contractor Overhead and Profit (Div 1 thru 50)	6.00% Yes	\$ 241,014	\$ 17.14	5.60%	
	Contractor's Payment and Performance Bond	1.15% Yes	\$ 49,536	\$ 3.52	1.15%	
GRAND TOTAL			\$ 4,307,455	\$ 306	99%	

Funding Breakout Values	
Park Sitework Portion (including mark-up)	\$ 159,857
Park GC's and GR's (2 months)	\$ 245,255
Park Signalization Portion (including mark-up)	\$ 246,304
Park Subtotal	\$ 651,416
Fire Station	\$ 3,656,038
Total	\$ 4,307,455



Item Code	Title / Description	Carried Cost	Carried Bidder	Bid Selection	Bidder 1	Bid 1	Scope Check Bidder 1	Bid 1 Notes	Bidder 2	Bid 2	Scope Check Bidder 2	Bid 2 Notes
BP01000	General Conditions	1,311,298.00				1,311,298.00				0.00		
	General Conditions	1,311,298.00				1,311,298.00				0.00		
	General Conditions	1,311,298.00	KL	Bidder 1	KL	1,311,298.00	Yes			0.00		
BP01001	General Requirements	383,595.00				383,595.00				0.00		
	General Requirements	383,595.00				383,595.00				0.00		
100	General Requirements	257,095.00	KL	Bidder 1	KL	257,095.00	Yes			0.00		
101	Surveying	30,000.00	KL	Bidder 1	KL	30,000.00				0.00		
102	Material Protection	15,000.00	KL	Bidder 1	KL	15,000.00				0.00		
103	Cleaning	25,000.00	KL	Bidder 1	KL	25,000.00				0.00		
104	MOT	50,000.00	KL	Bidder 1	KL	50,000.00				0.00		
105	Power Hook-up	6,500.00	KL	Bidder 1	KL	6,500.00				0.00		
BP02305	Sitework	1,603,706.00				1,577,223.00				1,603,706.00		
BP02305.0	Sitework General	1,463,706.00				1,437,223.00				1,463,706.00		
	Earthwork	1,463,706.00				1,437,223.00				1,463,706.00		
100	SiteworkBase Bid	1,397,456.00	Big D Paving	Bidder 2	Bluewater Engineering	1,363,998.00	Yes		Big D Paving	1,397,456.00	Yes	
101	Sales Taxes	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	Yes		Big D Paving	0.00	Yes	
102	Trade Permit	35,000.00	Big D Paving	Bidder 2	Bluewater Engineering	35,000.00	Yes		Big D Paving	35,000.00	Yes	
103	Prequalified	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	Yes		Big D Paving	0.00	Yes	
104	Bond - Sitework	31,250.00	Big D Paving	Bidder 2	Bluewater Engineering	38,225.00	Yes	Bond at 2 1/2 %	Big D Paving	31,250.00	Yes	Bond at 2%
BP02305.2	Sitework Scope	140,000.00				140,000.00				140,000.00		
	Earthwork	140,000.00				140,000.00				140,000.00		
200	Remove storm drain and grout pipe from restroom	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	No	Previous Phase	Big D Paving	0.00	No	Previous Phase
201	Remove D-curb and asphalt at Carver Ave.	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	No	Previous Phase	Big D Paving	0.00	No	Previous Phase
202	Remove asphalt for new intersection and north	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	No	Previous Phase	Big D Paving	0.00	No	Previous Phase
203	New asphalt access road including intersection and lanes northward as well as Carver Ave. tie-in	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	No	Previous Phase	Big D Paving	0.00	No	Previous Phase
204	New concrete sidewalk south of access road up to new intersection	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	No	Previous Phase	Big D Paving	0.00	No	Previous Phase
205	New D-curb and valley gutter at new access road	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	No	Previous Phase	Big D Paving	0.00	No	Previous Phase
206	Pavement markings and signage for new access road	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	No	Previous Phase	Big D Paving	0.00	No	Previous Phase
207	Storm structures 4, 5, and 10	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	No	Previous Phase	Big D Paving	0.00	No	Previous Phase
208	Storm piping from structure 10 to restrooms	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	No	Previous Phase	Big D Paving	0.00	No	Previous Phase
209	Storm piping between structures 4, 5, and 10	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	No	Previous Phase	Big D Paving	0.00	No	Previous Phase
210	Extend storm piping from structure 5 30' to the SW	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	No	Previous Phase	Big D Paving	0.00	No	Previous Phase
211	Extend storm piping from structure 10 30' to the S	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	No	Previous Phase	Big D Paving	0.00	No	Previous Phase
212	Mobilization	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	Yes		Big D Paving	0.00	Yes	
213	Silt fence and hay bales	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	Yes		Big D Paving	0.00	Yes	
214	Clear and Grub	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	Yes		Big D Paving	0.00	Yes	
215	Survey and Layout	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	Yes		Big D Paving	0.00	Yes	
216	MOT	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	Yes		Big D Paving	0.00	Yes	
217	Site grading and balancing	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	Yes		Big D Paving	0.00	Yes	
218	Water lines	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	Yes		Big D Paving	0.00	Yes	
219	Storm lines	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	Yes		Big D Paving	0.00	Yes	
220	Sanitary lines	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	Yes		Big D Paving	0.00	Yes	
221	Fire lines	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	Yes		Big D Paving	0.00	Yes	
222	Underground piping to within 5' of building	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	Yes		Big D Paving	0.00	Yes	
223	Sidewalks and curbs	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	Yes		Big D Paving	0.00	Yes	
224	Heavy duty concrete paving at drive	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	Yes		Big D Paving	0.00	Yes	
225	ADA ramps at sidewalks	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	Yes		Big D Paving	0.00	Yes	
226	Subgrade and base	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	Yes		Big D Paving	0.00	Yes	
227	Asphalt paving	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	Yes		Big D Paving	0.00	Yes	
228	Road striping and signage	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	Yes		Big D Paving	0.00	Yes	
229	Work in median	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	Yes		Big D Paving	0.00	Yes	
230	Allowance for Vibro Monitoring	10,000.00	Big D Paving	Bidder 2	Bluewater Engineering	10,000.00	Yes		Big D Paving	10,000.00	Yes	
231	Allowance for Sitework changes in Permit Set	130,000.00	Big D Paving	Bidder 2	Bluewater Engineering	130,000.00	Yes		Big D Paving	130,000.00	Yes	



BP16100	Electrical	453,860.00				453,860.00			524,991.00		
BP16100.0	Electrical General	453,860.00				453,860.00			524,991.00		
	Traffic signalization	453,860.00				453,860.00			524,991.00		
100	Signalization Base Bid	440,640.00	Gerelco	Bidder 1	Gerelco	440,640.00	Yes		Signal Technology	509,700.00	Yes
101	Sales Tax	0.00	Gerelco	Bidder 1	Gerelco	0.00	Yes		Signal Technology	0.00	Yes
102	Trade Permit	0.00	Gerelco	Bidder 1	Gerelco	0.00	Yes		Signal Technology	0.00	Yes
103	Prequalified	0.00	Gerelco	Bidder 1	Gerelco	0.00	No		Signal Technology	0.00	No
104	Bond - Signalization	13,220.00	Gerelco	Bidder 1	Gerelco	13,220.00	Yes	Bond at 3%	Signal Technology	15,291.00	Yes
											Bond at 3%
BP16100.2	Electrical Scope	0.00				0.00				0.00	
	Traffic signalization	0.00				0.00				0.00	
200	Mobilization	0.00	Gerelco	Bidder 1	Gerelco	0.00	Yes		Signal Technology	0.00	Yes
201	MOT	0.00	Gerelco	Bidder 1	Gerelco	0.00	Yes		Signal Technology	0.00	Yes
202	Directional bore for underground	0.00	Gerelco	Bidder 1	Gerelco	0.00	Yes		Signal Technology	0.00	Yes
203	Pull box - 24" x 36"	0.00	Gerelco	Bidder 1	Gerelco	0.00	Yes		Signal Technology	0.00	Yes
204	Conduit and wiring	0.00	Gerelco	Bidder 1	Gerelco	0.00	Yes		Signal Technology	0.00	Yes
205	Pole mounted disconnect	0.00	Gerelco	Bidder 1	Gerelco	0.00	Yes		Signal Technology	0.00	Yes
206	Concrete service pole	0.00	Gerelco	Bidder 1	Gerelco	0.00	Yes		Signal Technology	0.00	Yes
207	Drilled shaft for mast arms	0.00	Gerelco	Bidder 1	Gerelco	0.00	Yes	Allowance	Signal Technology	0.00	Yes
208	Mast arm - 50 ft.	0.00	Gerelco	Bidder 1	Gerelco	0.00	Yes		Signal Technology	0.00	Yes
209	Mast arm - 60 ft.	0.00	Gerelco	Bidder 1	Gerelco	0.00	Yes		Signal Technology	0.00	Yes
210	Signals and controllers	0.00	Gerelco	Bidder 1	Gerelco	0.00	Yes		Signal Technology	0.00	Yes
211	Pole and Overhead Signage	0.00	Gerelco	Bidder 1	Gerelco	0.00	Yes		Signal Technology	0.00	Yes
212	Pedestrian signals	0.00	Gerelco	Bidder 1	Gerelco	0.00	Yes		Signal Technology	0.00	Yes
213	Brackets, mounts, assemblies	0.00	Gerelco	Bidder 1	Gerelco	0.00	Yes		Signal Technology	0.00	Yes
Totals		3,752,459.00				3,725,976.00				2,128,697.00	



0

Jupiter Cinquez - Site & Vertical

SUMMARY OF GENERAL CONDITIONS

14 Month Duration

Item	Line Item Cost	Category Total
I. Management Personnel		\$1,165,378
A. Salaried Payroll	\$1,102,132	
B. Scheduling (4.5k/ month)	\$63,246	
II. Field Office Set-up and Monthly Rental Cost	\$8,870	\$8,870
III. Administrative, Communications & IT		\$29,285
C. Office Supplies	\$8,433	
D. Office Equipment/ Copier Printer	\$12,649	
E. Postage & Shipping	\$703	
F. Drawing Reproduction/ As Builts	\$7,500	
VI. Jobsite Conditions		\$2,282
B. Temporary Roads, Flagmen	\$2,282	
VII. Project Safety		\$50,792
A. Safety Inspector (3.5k/ month)	\$49,192	
B. Safety Equipment & Supplies	\$1,600	
VIII. Energy/ Environmental Controls		\$5,500
A. Temporary Utilities Trailer Hook Up	\$5,500	
IX. Quality Control (3.5k/ month)	\$49,192	\$49,192
X. Miscellaneous General Conditions	\$0	\$0
TOTAL GENERAL CONDITIONS		\$1,311,298



0

Jupiter Cinquez - Site & Vertical

SUMMARY OF GENERAL REQUIREMENTS

14 Month Duration

Item	Line Item Cost	Category Total
I. Management Personnel		\$0
II. Field Office Set-up and Maintenance	\$70,630	\$70,630
III. Administrative, Communications & IT		\$14,256
A. WiFi/ Internet	\$4,919	
B. Computer Equipment/ Plan Room	\$3,600	
H. Project Photography	\$5,737	
IV. Survey/Field Engineering		\$30,000
C. Professional Surveying Services	\$30,000	
V. Field Operations Support		\$121,447
A. Project Labor and Safety	\$36,514	
E. Tools & Hardware	\$8,433	
F. Temporary Protection	\$15,000	
G. Jobsite Cleanup/Trash Hauling	\$61,500	
VI. Jobsite Conditions		\$90,157
A. Temp Fence & Maintenance	\$19,500	
B. Street Sweeping & Flagmen/ MOT	\$52,400	
C. Temporary Toilets & Handwash	\$14,757	
D. Project & Safety Signs	\$3,500	
VII. Project Safety		\$7,154
B. Safety Equipment & Supplies	\$1,404	
C. Safety Rails & Temp Guard Rails	\$5,750	
VIII. Energy/ Environmental Controls		\$25,451
A. Temporary Utilities	\$24,109	
D. Temporary Fire Protection	\$1,342	
TOTAL GENERAL REQUIREMENTS		\$383,595

Jupiter Cinquez - Site & Vertical																		0
		APRIL. 2025 (Phase 3 NTP)	MAY. 2025 (Phase 2 Completion)													MAY. 2025 (TCO)	June. 2025 (CO)	Fire Trucks Arrive
POSITION	TOTAL WEEKS																	
		APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	
Phase 3 NTP																		
Phase 2 Completion																		
Phase 3 Subcontract Issuance & Submittals																		
Site Work																		
Foundations																		
Building Structure																		
Dry In																		
Interior Build Out																		
Traffic Signalization																		
Landscape/ Irrigation																		
Final Inspections																		
Punch Out																		
Closeout																		
PERSONNEL - Construction																		
Project Executive		17.1			1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4		
Project Manager	58.5			4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	2.2	
Superintendent	56.2			4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3		
Project Engineer	60.6		4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3		
Accountant	15.2			1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1	
On site Start to finish weeks (Additional Support Staff May Be Added Depending on Project Size & Complexity)	65.0		4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	
TOTAL PERSONNEL FTE		207.6	0.0	4.3	15.5	15.5	15.5	15.5	15.5	15.5	15.5	15.5	15.5	15.5	15.5	14.0	3.3	

EXHIBIT D

Jupiter Piatt - Site & Vertical	
STATED RATES	
POSITION	HOURLY RATE
Project Executive	\$ 205.20
Project Manager	\$ 146.15
Superintendent	\$ 158.90
Project Engineer	\$ 97.74
Accountant	\$ 87.22
<i>The above stated rates are agreed to as part of this portion of the agreement and shall be used for time related changes. No annual increases on Kaufman Lynn Personnel thru 2025.</i>	

JUPITER FIRE STATIONS PIATT SITE PACKAGE

March 04, 2025

GMP Contractor Clarifications and Assumptions

GENERAL

This document is intended to expand and/or clarify plan interpretation in instances where the plans are in conflict or silent. Should the plans conflict with other contract documents, this proposal is based on the plans being the default.

1. This Jupiter Fire Station Piatt Site Package and Signal scope of work shall fall under the terms of the existing agreement for Contract No. EPW 2024-23 for Fire/Public Safety Structures Progressive Design-Build Services. For the vertical construction of the Project, the Owner and Contractor agree to collaborate in good faith to develop and mutually approve a supplemental and/or separate contract form which is in compliance with the language of Section B(2) of the Town's Request for Qualifications.
2. The costs associated with General Conditions and General Requirements included in this GMP represent the cost required to complete the Fire Station project, per the project durations established in Contract No. EPW 2024-23 for Fire/Public Safety Structures Progressive Design-Build Services, to the contractual completion date. No additional General Conditions or General Requirements costs will be included in the GMP for the vertical Fire Station project phase, as that work will be performed concurrently with the scope of work included in this GMP phase.
3. No retainage shall be held on Contractor's Bond, Insurance cost and Design Team Construction Administration Fees, which are fixed rates included in this GMP. 5% retainage shall be held on all other cost per compliance with Florida statutes. The closeout, final payment and release of retainage for this GMP scope of work shall not be predicated on any other GMP phase or unassociated scope of work.
4. General Conditions cost are lump sum cost and they shall be billed each month based on the percentage completion of the project.
5. Full back up of general requirement's cost shall be provided with each monthly pay application.

6. The following are excluded:

- a. Building permit fees, Occupancy Permit fees, Impact fees, Connection fees and Assessments. We are assuming permit fees are not applicable for this scope of work.
- b. Builder's Risk premiums and deductibles are by Owner.
- c. Site Security services or fire watch.
- d. Commissioning and/or special testing engineer services.
- e. Asbestos inspections, reporting documentation and "All Clean" Certifications.
- f. Material testing and inspections.
- g. Any special labor rates that may be required by project location, funding, municipality governance, etc. such as Davis Bacon Act.
- h. Tree Relocated, Removes, Root Pruning by Owner
- i. FPL transformers, Primary Conduits and wire, and Deposits
- j. All utility usage and trash removal services to the buildings after substantial completion is achieved.
- k. Removal, disposal, remediation, and premiums associated with unforeseen or unsuitable soil conditions, hazardous materials, or other materials requiring controlled removal/disposal.
- l. Notwithstanding anything to the contrary, the Contract Amount has been calculated based on the current prices for building materials. Due to the volatility of the market for certain building materials and the concern of the imposition of tariffs on the price of materials (including the ramifications of any trade war), it is understood that certain material price increases / escalations could occur. Should any material price increase after the execution of this Agreement as the direct or indirect result of the imposition of tariffs, Owner agrees to pay the material price increase to the Contractor as an additional cost and the Contract Amount shall be increased based on the material price increase. Contractor's claim to Owner for any material price increase shall require written notice from Contractor to Owner within ten (10) days from discovery of the price increase. Payments for any price increase shall include and be supported by invoices, bills of sale, and other documentation, as applicable.
 - i. This section shall take effect only if the price of the material has a 3% or greater increase in cost. The Owner shall remain fully obligated to pay for the total price increase without adjustment or pro-ration.
 - ii. This section applies only throughout the agreed upon buyout time frame to which the Contractor has to buy the project materials thru award of Subcontracts. The agreed upon time frame for this phase is 30 days, and the start date will be the fully executed date of either the Notice to Proceed issued by the Owner or receipt of a fully executed Supplemental Agreement for this GMP scope of work.
- m. For this specific agreement, to the extent any Critical Path delays are caused by the imposition of tariffs or taxes on any material imports including, without limitation, steel and aluminum, any trade wars, or other government action, such delays shall be deemed compensable delays extending the Contract Time and increasing the Contract Sum at the Daily Rate of General Conditions Cost.

7. The GMP is based on the Civil and Signalization drawings transmitted Friday December 20, 2024 (S&S date December 19, 2024) and dated December 2024, by Kimley Horn.
8. The GMP excludes the retaining wall and the mass importation of fill to raise the site as this was submitted previously.

DIVISION 02 – SITEWORK

1. The GMP assumes all excavated material is suitable clean, fill or disposable to a standard landfill.
2. The GMP excludes any tree removal or relocation as it is assumed to be performed by the Town prior to commencement of this work.
3. The GMP excludes any landscape or irrigation as this will be provided in a subsequent GMP package.
4. The GMP assumes a site elevation of +10 NAVD for the commencement of this work pending completion and final survey of the ongoing fill activities.
5. The GMP excludes work related to the Underdrain.
6. This GMP includes a 30k allowance for Owner comments and site work changes that have been made and issued after this GMP bid set of plans.
7. Vibration monitoring allowance of 10k has been included in this GMP.

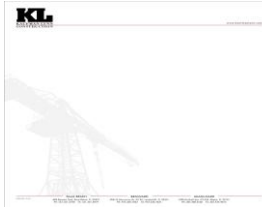
DIVISION 03 - CONCRETE

1. The GMP excludes the concrete cap and railing at the top of the sheeting as this will be performed in a subsequent phase of construction.

DIVISION 16 – SIGNALIZATION

1. The GMP includes an allowance for the drilled shafts to support the mast arms pending a final design. The allowance value included is \$94,000.00.
2. The GMP includes MOT per AHJ for the site and signalization work, however, any additional message boards, arrow boards, barrier walls, etc. are specifically excluded.
3. The GMP assumes that the spoils from the drilled shaft installation are suitable for use within the project site.

END OF CONTRACTOR CLARIFICATIONS

Project Data		
Project Name	Piatt Fire Station - Site Package	
Location		
Plan Set Date		
Gross Project Area (Square Feet)	13969	
Gross AC Area (Square Feet)	0	
Net Leaseable Area (Square Feet)	0	
Building Efficiency (Percentage)	0%	
Parking Garage Area (Square Feet)	0	
Parking Garage Spaces	0	
Parking Garage Efficiency (SF/Space)	0	
Building Height (Stories)	0	
Gross Site Area (Acres)	0	
Schedule Duration (Months)		
		Estimate Deliverable
		Owner
		Architect
		Document Level

Division Summary of Estimate						
Div	Description		Total Cost	\$ / GSF	% / Total	
1.1	GENERAL REQUIREMENTS		\$ 378,784	\$ 27.12	8.87%	
2	SITEWORK		\$ 1,535,705	\$ 109.94	35.96%	
3	CONCRETE		\$ -	\$ -	0.00%	
4	MASONRY		\$ -	\$ -	0.00%	
5	METALS		\$ -	\$ -	0.00%	
6	WOODS, PLASTICS AND COMPOSITES		\$ -	\$ -	0.00%	
7	THERMAL AND MOISTURE PROTECTION		\$ -	\$ -	0.00%	
8	DOORS AND WINDOWS		\$ -	\$ -	0.00%	
9	FINISHES		\$ -	\$ -	0.00%	
10	SPECIALTIES		\$ -	\$ -	0.00%	
11	EQUIPMENT		\$ -	\$ -	0.00%	
12	FURNISHINGS		\$ -	\$ -	0.00%	
13	SPECIAL CONSTRUCTION		\$ -	\$ -	0.00%	
14	CONVEYING SYSTEMS		\$ -	\$ -	0.00%	
15	MECHANICAL		\$ -	\$ -	0.00%	
16	ELECTRICAL		\$ 420,289	\$ 30.09	9.84%	
SUBTOTAL			\$ 2,334,778	\$ 167.14	54.67%	
1	GENERAL CONDITIONS		\$ 1,385,477	\$ 99.18	32.44%	
50	INSURANCE, TAXES & BONDS	Distribute?				
	Kaufman Lynn Insurance (Fixed Rate)	1.98% Yes	\$ 84,558	\$ 6.05	1.98%	
	Builder's Risk Insurance - NIC	0.00% Yes	\$ -	\$ -	0.00%	
	Builders Risk Insurance Deductible - NIC	0% No	\$ -	\$ -	0.00%	
	Subcontractor Default Ins.	0.00% Yes	\$ -	\$ -	0.00%	
	Owner Contingency	3.00% Yes	\$ 70,043	\$ 5.01	1.64%	
	Contractor's Construction Contingency	3.00% Yes	\$ 70,043	\$ 5.01	1.64%	
	Owner Direct Purchase Program (ODP)	-1.00% Yes	\$ (23,348)	\$ (1.67)	-0.55%	
	Design CA Services	0.00% Yes	\$ 61,000	\$ 4.37	0.00%	
SUBTOTAL			\$ 262,297	\$ 18.78	4.71%	
	Contractor Overhead and Profit (Div 1 thru 50)	6.00% Yes	\$ 238,953	\$ 17.11	5.60%	
	Contractor's Payment and Performance Bond	1.15% Yes	\$ 49,112	\$ 3.52	1.15%	
GRAND TOTAL			\$ 4,270,617	\$ 306	99%	

Funding Breakout Values		
CRA Sitework Portion (including mark-up)	\$	165,489
CRA GC's and GR's (2 months)	\$	255,996
CRA Signalization Portion (including mark-up)	\$	239,838
CRA Subtotal	\$	661,322
Fire Station	\$	3,609,295
Total	\$	4,270,617



Item Code	Title / Description	Carried Cost	Carried Bidder	Bid Selection	Bidder 1	Bid 1	Scope Check Bidder 1	Bid 1 Notes	Bidder 2	Bid 2	Scope Check Bidder 2	Bid 2 Notes
BP01000	General Conditions	1,385,477.00				1,385,477.00				0.00		
	General Conditions	1,385,477.00				1,385,477.00				0.00		
	General Conditions	1,385,477.00	KL	Bidder 1	KL	1,385,477.00	Yes			0.00		
BP01001	General Requirements	378,784.00				378,784.00				0.00		
	General Requirements	378,784.00				378,784.00				0.00		
100	General Requirements	252,284.00	KL	Bidder 1	KL	252,284.00				0.00		
101	Surveying	30,000.00		Bidder 1		30,000.00				0.00		
102	Material Protection	15,000.00		Bidder 1		15,000.00				0.00		
103	Cleaning	25,000.00		Bidder 1		25,000.00				0.00		
104	MOT	50,000.00		Bidder 1		50,000.00				0.00		
105	Power Hook-up	6,500.00		Bidder 1		6,500.00				0.00		
BP02305	Sitework	1,535,705.00				1,458,253.00				1,535,705.00		
BP02305.0	Sitework General	1,525,705.00				1,448,253.00				1,525,705.00		
	Earthwork	1,525,705.00				1,448,253.00				1,525,705.00		
100	SiteworkBase Bid	1,460,790.00	Big D Paving	Bidder 2	Bluewater Engineering	1,377,928.00	Yes		Big D Paving	1,460,790.00	Yes	
101	Sales Taxes	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	Yes		Big D Paving	0.00	Yes	
102	Trade Permit	35,000.00	Big D Paving	Bidder 2	Bluewater Engineering	35,000.00	Yes		Big D Paving	35,000.00	Yes	
103	Prequalified	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	Yes		Big D Paving	0.00	Yes	
104	Bond - Sitework	29,915.00	Big D Paving	Bidder 2	Bluewater Engineering	35,325.00	Yes	Bond at 2 1/2%	Big D Paving	29,915.00	Yes	Bond at 2%
BP02305.2	Sitework Scope	10,000.00				10,000.00				10,000.00		
	Earthwork	10,000.00				10,000.00				10,000.00		
200	Mobilization	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	Yes		Big D Paving	0.00	Yes	
201	Silt fence and hay bales	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	Yes		Big D Paving	0.00	Yes	
202	Clear and Grub	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	Yes		Big D Paving	0.00	Yes	
203	Survey and Layout	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	Yes		Big D Paving	0.00	Yes	
204	MOT	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	Yes		Big D Paving	0.00	Yes	
205	Site grading and balancing	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	Yes		Big D Paving	0.00	Yes	
206	Water lines	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	Yes		Big D Paving	0.00	Yes	
207	Storm lines	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	Yes		Big D Paving	0.00	Yes	
208	Sanitary lines	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	Yes		Big D Paving	0.00	Yes	
209	Fire lines	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	Yes		Big D Paving	0.00	Yes	
210	Underground piping to within 5' of building	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	Yes		Big D Paving	0.00	Yes	
211	Sidewalks and curbs	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	Yes		Big D Paving	0.00	Yes	
212	Heavy duty concrete paving at drive	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	Yes		Big D Paving	0.00	Yes	
213	ADA ramps at sidewalks	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	Yes		Big D Paving	0.00	Yes	
214	Subgrade and base	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	Yes		Big D Paving	0.00	Yes	
215	Asphalt paving	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	Yes		Big D Paving	0.00	Yes	
216	Road striping and signage	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	Yes		Big D Paving	0.00	Yes	
217	Work in Median	0.00	Big D Paving	Bidder 2	Bluewater Engineering	0.00	Yes		Big D Paving	0.00	Yes	
218	Allowance for Vibro Monitoring	10,000.00	Big D Paving	Bidder 2	Bluewater Engineering	10,000.00	Yes		Big D Paving	10,000.00	Yes	
219	Allowance for Sitework changes in Permit Set	30,000.00	Big D Paving	Bidder 2	Bluewater Engineering	30,000.00	Yes		Big D Paving	30,000.00	Yes	
220	Credit for Underdrain allowance	-30,000.00	Big D Paving	Bidder 2	Bluewater Engineering	-30,000.00	Yes		Big D Paving	-30,000.00	Yes	



BP16100	Electrical	420,289.00				420,289.00			454,444.00	
BP16100.0	Electrical General	420,289.00				420,289.00			454,444.00	
	Traffic signalization	420,289.00				420,289.00			454,444.00	
100	Signalization Base Bid	408,044.00	Gerelco	Bidder 1	Gerelco	408,044.00	Yes	Signal Technology	441,204.00	Yes
101	Sales Tax	0.00	Gerelco	Bidder 1	Gerelco	0.00	Yes	Signal Technology	0.00	Yes
102	Trade Permit	0.00	Gerelco	Bidder 1	Gerelco	0.00	Yes	Signal Technology	0.00	Yes
103	Prequalified	0.00	Gerelco	Bidder 1	Gerelco	0.00	No	Signal Technology	0.00	No
104	Bond - Signalization	12,245.00	Gerelco	Bidder 1	Gerelco	12,245.00	Yes	Bond at 3% Signal Technology	13,240.00	Yes Bond at 3%
BP16100.2	Electrical Scope	0.00				0.00			0.00	
	Traffic signalization	0.00				0.00			0.00	
200	Mobilization	0.00	Gerelco	Bidder 1	Gerelco	0.00	Yes	Signal Technology	0.00	Yes
201	MOT	0.00	Gerelco	Bidder 1	Gerelco	0.00	Yes	Signal Technology	0.00	Yes
202	Directional bore for underground	0.00	Gerelco	Bidder 1	Gerelco	0.00	Yes	Signal Technology	0.00	Yes
203	Pull box - 24" x 36"	0.00	Gerelco	Bidder 1	Gerelco	0.00	Yes	Signal Technology	0.00	Yes
204	Conduit and wiring	0.00	Gerelco	Bidder 1	Gerelco	0.00	Yes	Signal Technology	0.00	Yes
205	Pole mounted disconnect	0.00	Gerelco	Bidder 1	Gerelco	0.00	Yes	Signal Technology	0.00	Yes
206	Concrete service pole	0.00	Gerelco	Bidder 1	Gerelco	0.00	Yes	Signal Technology	0.00	Yes
207	Drilled shaft for mast arms	0.00	Gerelco	Bidder 1	Gerelco	0.00	Yes	Allowance Signal Technology	0.00	Yes Allowance
208	Mast arm - 40 ft.	0.00	Gerelco	Bidder 1	Gerelco	0.00	Yes	Signal Technology	0.00	Yes
209	Signals and controllers	0.00	Gerelco	Bidder 1	Gerelco	0.00	Yes	Signal Technology	0.00	Yes
210	Pole and Overhead Signage	0.00	Gerelco	Bidder 1	Gerelco	0.00	Yes	Signal Technology	0.00	Yes
211	Pedestrian signals	0.00	Gerelco	Bidder 1	Gerelco	0.00	Yes	Signal Technology	0.00	Yes
212	Brackets, mounts, assemblies	0.00	Gerelco	Bidder 1	Gerelco	0.00	Yes	Signal Technology	0.00	Yes
Totals		3,720,255.00				3,642,803.00			1,990,149.00	



0

Jupiter Piatt - Site & Vertical

SUMMARY OF GENERAL CONDITIONS

14 Month Duration

Item		Line Item Cost	Category Total
I.	Management Personnel		\$1,241,839
A.	Salaried Payroll	\$1,178,593	
B.	Scheduling (4.5k/ month)	\$63,246	
II.	Field Office Set-up and Monthly Rental Cost	\$8,870	\$8,870
III.	Administrative, Communications & IT		\$29,285
C.	Office Supplies	\$8,433	
D.	Office Equipment/ Copier Printer	\$12,649	
E.	Postage & Shipping	\$703	
F.	Drawing Reproduction/ As Builts	\$7,500	
VII.	Project Safety		\$50,792
A.	Safety Inspector (3.5k/ month)	\$49,192	
B.	Safety Equipment & Supplies	\$1,600	
C.	Ladders, Barricades and Safety Rails	\$0	
VIII.	Energy/ Environmental Controls		\$5,500
A.	Temporary Utilities Trailer Hook up	\$5,500	
IX.	Quality Control (3.5k/ month)	\$49,192	\$49,192
X.	Miscellaneous General Conditions	\$0	\$0
TOTAL GENERAL CONDITIONS			\$1,385,477



0

Jupiter Piatt - Site & Vertical

SUMMARY OF GENERAL REQUIREMENTS

14 Month Duration

Item	Line Item Cost	Category Total
I. Management Personnel		\$0
II. Field Office Set-up and Maintenance	\$70,626	\$70,626
III. Administrative, Communications & IT		\$14,256
A. WiFi/ Internet	\$4,919	
B. Computer Equipment/ Plan Room	\$3,600	
H. Project Photography	\$5,737	
IV. Survey/Field Engineering		\$30,000
C. Professional Surveying Services	\$30,000	
V. Field Operations Support		\$121,447
A. Project Labor and Safety	\$36,514	
E. Tools & Hardware	\$8,433	
F. Temporary Protection	\$15,000	
G. Jobsite Cleanup/Trash Hauling	\$61,500	
H. Misc. Ops Support	\$0	
VI. Jobsite Conditions		\$85,350
A. Temp Fence at Maintenance	\$10,500	
B. MOT, Street Sweeping & Flagmen	\$56,593	
C. Temporary Toilets & Handwash	\$14,757	
D. Project & Safety Signs	\$3,500	
VII. Project Safety		\$7,154
B. Safety Equipment & Supplies	\$1,404	
C. Safety Rails & Temp Guard Rails	\$5,750	
VIII. Energy/ Environmental Controls		\$25,451
A. Temporary Utilities	\$24,109	
D. Temporary Fire Protection	\$1,342	
TOTAL GENERAL REQUIREMENTS		\$378,784

Jupiter Piatt - Site & Vertical																			
		APRIL. 2025 (Phase 2 Completion)	MAY. 2025 (Phase 3 NTP)													MAY. 2025 (TCO)	June. 2025 (CO)	Fire Trucks Arrive	
POSITION	TOTAL WEEKS																		
		APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL		
Phase 3 Subcontract Issuance & Submittals																			
Phase 3 NTP																			
Site Work																			
Foundations																			
Building Structure																			
Dry In																			
Interior Build Out																			
Traffic Signalization																			
Landscape/ Irrigation																			
Final Inspections																			
Punch Out																			
Closeout																			
PERSONNEL - Construction																			
Project Executive		18.6		1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4			
Project Manager	65.0	2.2	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	2.2		
Superintendent	60.6		4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3			
Project Engineer	60.6		4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3			
Accountant	16.2		1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1		
On site Start to finish weeks (Additional Support Staff May Be Added Depending on Project Size & Complexity)	65.0		4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3		
TOTAL PERSONNEL FTE		221.0	2.2	15.5	15.5	15.5	15.5	15.5	15.5	15.5	15.5	15.5	15.5	15.5	15.5	14.0	3.3		

EXHIBIT D

Jupiter Piatt - Site & Vertical	
STATED RATES	
POSITION	HOURLY RATE
Project Executive	\$ 205.20
Project Manager	\$ 146.15
Superintendent	\$ 158.90
Project Engineer	\$ 97.74
Accountant	\$ 87.22
<i>The above stated rates are agreed to as part of this portion of the agreement and shall be used for time related changes. No annual increases on Kaufman Lynn Personnel thru 2025.</i>	

Phase 3 Cost Breakdown

	GMP Cinquez Site Site Package	GMP Piatt Place Site Package	Total
Site Work	\$ 1,603,706	\$ 1,535,705	\$ 3,139,411
General Requirements	383,595	378,784	762,379
General Conditions	1,311,298	1,385,477	2,696,775
Electrical	453,860	420,289	874,149
KL Insurance - 1.98%	85,288	84,558	169,846
Design Fees	57,100	61,000	118,100
Owner Direct Purchase	(24,412)	(23,347)	(47,759)
Contractors Contingency - 3.0%	73,235	70,043	143,278
Owners Contingency - 3.0%	73,235	70,043	143,278
Subtotal	\$ 4,016,905	\$ 3,982,552	\$ 7,999,457
Contractors Fee - 6.00%	\$ 241,014	\$ 238,953	\$ 479,967
Performance Bond - 1.15%	49,536	49,112	98,648
Total GMP Cost	\$ 4,307,455	\$ 4,270,617	\$ 8,578,072
Permit Fee Costs - Paid By Town	405	405	810
Total Phase III Cost	\$ 4,307,860	\$ 4,271,022	\$ 8,578,882

Phase 3 Total Cost and Funding Sources

Phase III

Cinquez Site Package	\$ 4,307,860
Piatt Site Package	<u>4,271,022</u>

Total	<u>\$ 8,578,882</u>
--------------	----------------------------

Funding Sources:

Piatt Place:

CRA Reserves	\$ 635,088
CRA Remaining Funds Phase I	26,235
Loan Proceeds	3,609,699

Cinquez:

Obligated Surtax Funds	1,587,867
Loan Proceeds	2,068,577
General Fund Reserves	<u>651,416</u>

Total	<u>\$ 8,578,882</u>
--------------	----------------------------