

CHANGE ORDER

No. 3

DATE OF ISSUANCE ~~FDD~~ 8/15/17

EFFECTIVE DATE August 19, 2017

OWNER Town of Jupiter
 CONTRACTOR Johnson-Davis, Inc.
 Contract for On Call Contract for Utility Infrastructure Repairs & Improvements
 OWNER's Contract No. W13-08

You are directed to make the following changes in the Contract Documents:

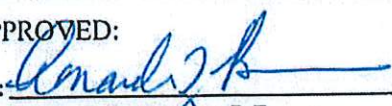
Description: Final Contract Extension: one (1) additional one (1) year term (August 2017 – August 2018)

Reason for Change Order: This change order implements a one (1) year term extension in accordance with the Contract provisions, and adjusts the Contract Price to agree with actual expenditures incurred in fiscal years (FY) 2013 through 2017 and anticipated expenditures for FY2018.

CHANGE IN CONTRACT PRICE:
Original Contract Price <u>\$372,500.00</u>
Net <u>increase</u> (Decrease) from previous Change Orders No. <u>0</u> to <u>2</u> : <u>\$450,340.59</u>
Contract Price prior to this Change Order: <u>\$822,840.59</u>
Net <u>increase</u> (decrease) of this Change Order: <u>\$145,129.35</u>
Contract Price with all approved Change Orders: <u>\$967,969.94</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>August 19, 2015</u> Ready for final payment: <u>August 19, 2015</u>
Net change from previous Change Orders No. <u>0</u> to No. <u>2</u> : Substantial Completion: <u>730 Calendar Days</u> Ready for final payment: <u>730 Calendar Days</u>
Contract Times prior to this Change Order: Substantial Completion: <u>August 19, 2017</u> Ready for final payment: <u>August 19, 2017</u>
Net <u>increase</u> (decrease) this Change Order: Substantial Completion: <u>365 Calendar Days</u> Ready for final payment: <u>365 Calendar Days</u>
Contract Times with all approved Change Orders: Substantial Completion: <u>August 20, 2018</u> Ready for final payment: <u>August 20, 2018</u>

APPROVED:

By: 
 Amanda Z. Barnes, P.E.
 Town of Jupiter

Date: 8/15/2017

ACCEPTED:

By: 
 Scott J. Johnson, President
 Johnson-Davis, Inc.

Date: 8/14/17

TOWN OF JUPITER UTILITIES

ORIGINAL



Executed Contract

ON-CALL CONTRACT FOR UTILITY INFRASTRUCTURE REPAIRS & IMPROVEMENTS W 13-08 April 2013

KAREN J. GOLONKA
TODD R. WODRASKA
WENDY HARRISON
ILAN KAUFER
JIM KURETSKI
DAVID L. BROWN

MAYOR
COUNCILOR
COUNCILOR
COUNCILOR
COUNCILOR
DIRECTOR OF UTILITIES

**TOWN OF JUPITER UTILITIES
ON-CALL CONTRACT
IMPROVEMENTS (W 13-08)
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**UTILITIES ON CALL CONTRACT
FOR THE
THE TOWN OF JUPITER
W 13-08**

TECHNICAL SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

- 01010 SUMMARY OF WORK
- 01025 MEASUREMENT AND PAYMENT
- 01030 HURRICANE PREPAREDNESS
- 01060 REGULATORY REQUIREMENTS AND NOTIFICATION
- 01090 REFERENCE STANDARDS
- 01200 PROJECT MEETINGS
- 01300 SUBMITTALS AND PROGRESS SCHEDULES
- 01410 TESTING LABORATORY SERVICES
- 01510 TEMPORARY UTILITIES
- 01560 TEMPORARY CONTROLS
- 01600 MATERIAL AND EQUIPMENT
- 01700 PROJECT CLOSE-OUT
- 01720 PROJECT RECORD DRAWINGS

DIVISION 2 THROUGH 16 – NOT USED

ADDENDUM NO. 1
TO
CONTRACT DOCUMENTS
MAY 14, 2013

PROJECT TITLE: TOWN OF JUPITER
ON-CALL CONTRACT FOR UTILITY INFRASTRUCTURE
REPAIRS AND IMPROVEMENTS (W13-08)

TO: All Plan Holders of Record

This addendum forms a part of the Contract Documents and modifies the original Project Documents as noted below. **Acknowledge receipt of this Addendum in the space provided on the Bid Proposal form.**

IN THE FRONT END DOCUMENTS

INSTRUCTIONS TO BIDDERS

Part 7 – Bid Security

DELETE Paragraph 7.1 in its entirety and **REPLACE** it with revised Paragraph 7.1 as follows:

7.1 Bid Security shall be made payable to Owner, in an amount of five percent (5%) of \$300,000 (\$15,000) in the form of a certified or bank check or a Bid Bond issued by a Surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

END OF ADDENDUM 1

ADDENDUM NO. 2
TO
CONTRACT DOCUMENTS

MAY 17, 2013

PROJECT TITLE: TOWN OF JUPITER
ON-CALL CONTRACT FOR UTILITY INFRASTRUCTURE
REPAIRS AND IMPROVEMENTS (W13-08)

TO: All Plan Holders of Record

This addendum forms a part of the Contract Documents and modifies the original Project Documents as noted below. **Acknowledge receipt of this Addendum in the space provided on the Bid Proposal form.**

TECHNICAL SPECIFICATIONS

SECTION 01010 SUMMARY OF WORK

Part 1.01B

DELETE Paragraph B in its entirety and REPLACE it with revised Paragraph B as follows:

- B. For all non-emergency work orders the contractor will be required to submit a material list, which includes restoration, with prices from two separate vendors to the Town's representative. The Town will direct purchase the materials from the lowest vendor. It will be the Contractor's responsibility for material quantities, receipt of delivery, schedule and all coordination with the vendor.

SECTION 01025 MEASUREMENT AND PAYMENT

Part 2.01A, Paragraph 3

DELETE Paragraph 3 in its entirety and REPLACE it with revised Paragraph 3 as follows:

3. For all non-emergency work orders the contractor will be required to submit a material list, which includes restoration, with prices from two separate vendors to the Town's representative. The Town will direct purchase the materials from the lowest vendor. It will be the Contractor's responsibility for material quantities, receipt of delivery, schedule and all coordination with the vendor.

END OF ADDENDUM 2
W13-08

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract, EJCDC C-700 (2002 Edition) have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

2. COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of the Bidding Documents in the number and for the non-refundable sum, if any, may be obtained from www.demandstar.com as stated in the Advertisement or Invitation.
- 2.2 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 Owner in preparing Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

- 3.1 To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of Owner's request written evidence of the types set forth in the Supplementary Conditions, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the project is located. Each Bid must contain evidence of Bidder's qualification to do business in the state where the project is located or convenient to obtain such qualification prior to award of the contract.
- 3.2 No Bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the Owner, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to Owner, or any other governmental agency or entity, or who is deemed irresponsible or unreliable by the Owner.
- 3.3 No Bid will be accepted from, nor will any contract be awarded to any individual, firm, partnership, corporation or association who is currently in litigation with the Owner, or who is providing testimony in current litigation

against the Owner or who has a financial interest in any litigation against the Owner.

- 3.4 All bidders must be a plan holder of record with Demandstar.
- 3.5 All bidders must be a licensed Underground Utility and Excavation Contractor in the State of Florida.
- 3.6 The Contractor of Award is required to hold a Town of Jupiter occupational license at the time work commences.
- 3.7 Bidders are required to complete the Qualification Requirements Form included in the Bid Proposal Section of the Front End Documents. Owner will evaluate experience and conduct reference checks as part of the bid evaluation process. A satisfactory reference check will require that all references provided are favorable.
- 3.8 Any Bidder who does not meet the qualification requirements of the Bid will not be considered for award.
- 3.9 Owner reserves the right to request additional experience and reference information of the Contractor and his/her major subcontractors as may be required to conduct a thorough review of qualifications.
- 3.10 Bidder shall perform 60% of the work with his own forces.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.
- 4.2 Site is accessible to the Bidder to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid.
- 4.3 The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Supplementary Conditions, General Requirements or Drawings.
- 4.4 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

5. DETERMINATION OF ESTIMATED QUANTITIES

- 5.1 Lump Sum Contracts: The Bidder is responsible for the determination of the quantities for those items constructed within the authorized plan limits or dimensions. The Owner does not assume any responsibility for any incidental information in Bid documents that may be construed as a quantity of work and/or materials.
- 5.2 Contracts other than Lump Sum: For those items constructed within authorized plan limits or dimensions, use the quantities shown in the plans and in the Bid Form as the basis of the Bid. The Owner will also use these quantities for payment as limited by the provisions for the field conditions, use and measurement. The quantities shown in the plans and on the proposal form are approximate and provide a basis for calculating the bid upon which the Owner will award the Contract. Where items are listed for payment as lump sum units, the Bidder is solely responsible for his own estimates of such quantities and of the work to be performed. Owner may request that lump sum items in the bid be broken down into parts for payment applications.
- 5.3 The Owner reserves the right to make, at any time prior to or during the progress of the work, such increases, decreases, or alterations to the estimated quantities of work to be done or materials to be furnished which materially increases or decreases the cost or time of performance. Such increases, decreases, or alterations shall not constitute a breach of contract, shall not invalidate the contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The bidder agrees to perform the work, as altered, the same as if it had been a part of the original Contract.

6. INTERPRETATIONS

All questions about the meaning or intent of the Contract Documents shall be submitted to The Town of Jupiter Utilities, Attn: Amanda Z. Barnes, P.E. in writing at 210 Military Trail, Jupiter, FL 33458, Fax (561) 747-5634, or email amandab@jupiter.fl.us (with Project Name in the subject of the email). Replies will be issued by Addenda, delivered to all parties recorded by Demandstar as having received the Bidding Documents. Questions received less than three days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7. BID SECURITY

- 7.1 Bid Security shall be made payable to Owner, in an amount of five percent (5%) of \$300,000 (\$15,000) in the form of a certified or bank check or a Bid Bond issued by a Surety meeting the requirements of Paragraphs 5.01 and

5.02 of the General Conditions.

- 7.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within 15 days of the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) by Owner to Contractor and the required Contract Security is furnished or the ninety-first day after the Bid opening. Bid Security of other Bidders will be returned within seven days of the Bid opening.

8. CONTRACT TIME

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.

9. LIQUIDATED DAMAGES

Provisions for liquidated damages, if any, are set forth in the Agreement.

10. SUBSTITUTE MATERIAL AND EQUIPMENT

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Owner, application for such acceptance will not be considered by Owner until after the "effective date of the Agreement". The procedure for submittal of any such application by Contractor and consideration by Owner is set forth in paragraph 6.05 of the General Conditions which may be supplemented in the General Requirements.

11. SUBCONTRACTORS, ETC.

- 11.1 If the Supplementary Conditions require the identity of certain Subcontractors and other persons and organizations to be submitted to Owner in advance of the Notice of Award, the apparent Successful Bidder, and any other Bidder so requested, will within seven days after the day of the Bid opening submit to Owner a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person and

organization if requested by Owner. If Owner after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, either may before giving the Notice of Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in the Bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom Owner does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner.

- 11.2 In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to Owner those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with Owner's written consent.
- 11.3 No Contractor shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.
- 11.4 Contractor must identify all major sub-contractors to be used for the work of this contract in the appropriate space provided on the Bid Form and also provide experience as required in the Qualification Requirements of the Bid Proposal Packet for each major subcontractor identified.
- 11.5 Qualifications of subcontractors may be considered in evaluation of bids. If Owner determines that a subcontractor(s) is not qualified based on work experience and reference checks evaluated by Owner. Owner may request that the subcontractor(s) be replaced with a subcontractor(s) who does meet the qualification requirements and has satisfactory reference checks. Replacement of subcontractor(s) before the Contract is awarded and will be at no additional cost to the Owner. A satisfactory reference check will require that references provided for subcontractor(s) are favorable.
- 11.6 Major subcontractors required to be identified on the Bid Form or approved replacement subcontractors, before Contract award, shall perform the Work. Substitute subcontractors shall not be considered after the Project is awarded except in dire circumstances and as agreed upon in writing by the Owner.

12. PRICES BID

- 12.1 Prices shall be shown in unit amounts, written numerical figures, and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extension or totals, the written unit amounts shall govern.
- 12.2 Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum

of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

- 12.3 All applicable discounts shall be included in the Bid price for materials and services and will be considered as determining factors in recommending an award in case of tie Bids. Discounts extended to Owner shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.
- 12.4 Chain discounts are not acceptable and will not be considered in determining an award. Bidders may bid only one (1) discount for each item on the Bid Form. Firm discounts and prices are to be quoted for the term of the Contract.
- 12.5 Bidder warrants by virtue of bidding that prices, terms and conditions in the Bid will be firm for acceptance for a period of ninety (90) calendar days from the date of Bid opening unless otherwise stated by the Owner.
- 12.6 The Bid price shall include all permit fees, royalties, license fees and other costs arising from the use of such design, device or materials in any way involved in the work and all costs of packaging, transporting and delivery to the designed location within the Owner.
- 12.7 For the purpose of evaluation, the Bidder must indicate any variance or exceptions to the stated specification no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the specifications in every respect.

13. BID FORM

- 13.1 The Bid Form is included herein (see Proposal).
- 13.2 Bid Forms must be completed in ink or by typewriter. The Bid price of each item on the form must be stated in numerals. Contractor must bid on all alternates in the bid form. All bid forms must be filled out in their entirety. Figures must be provided for all unit prices and values. Incomplete bid forms will be considered non-responsive.
- 13.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 13.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

- 13.5 All names must be typed or printed below the signature.
- 13.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 13.7 The address to which communications regarding the Bid are to be directed must be shown.
- 13.8 If the Bid form contains alternate(s), Bidder must bid on alternate(s).

14. SUBMISSION OF BIDS

Three copies of the Bid (a signed original and two copies) shall be submitted at the time and place indicated in the Advertisement for Bids or Invitation to Bid and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof, with the Project name on the front.

15. MODIFICATION AND WITHDRAWAL OF BIDS

- 15.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 15.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of his Bid, which Bidder may withdraw his Bid and the Bid Security will be returned. Thereafter, that Bidder may be disqualified from further bidding on the Work. If a notice is filed with Owner after 24 hours then the Contractor will sacrifice his Bid Bond.

16. OPENING OF BIDS

- 16.1 Bids will be opened publicly.
- 16.2 When Bids are opened publicly they will be read aloud, and an abstract of the amounts of the base Bids and major alternates (if any) will be posted on Demandstar.com and made available after the opening of Bids.

17. BIDS TO REMAIN OPEN

- 17.1 All Bids shall remain open for ninety days after the day of the Bid opening, but Owner may, in his sole discretion, release any Bid and return the Bid

Security prior to that date.

18. AWARD OF CONTRACT

- 18.1** Owner reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between the indicated value and the correct value as calculated by the product of the unit price and the estimated quantity will be resolved by using the stated unit price.
- 18.2** In evaluating Bids, the Owner shall consider the qualifications of the Bidders whether or not the Bids comply with the prescribed requirements, alternates, and unit process, if requested in bid form.
- 18.3** Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Owner.
- 18.4** Owner may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 18.5** Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- 18.6** If the contract is to be awarded, it will be awarded to the lowest responsible, responsive Bidder, based on the lowest Total Bid Price of the Bid Proposals received and opened publicly as evaluated by the Owner to be in the best interest of the Owner.
- 18.7** If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within ninety (90) days after the day of the Bid opening.
- 18.8** More than one Bid received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. If, in the determination of the Owner, there are reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work, or that any collusion exists among the Bidders,

this will result in the rejection of the Bids of those Bidders who participated in those Bids. In either case the Owner may deem those Bidders to be a non-responsible or non-qualified Bidder.

19. PERFORMANCE AND OTHER BONDS

Article 5.0 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to Performance and Payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by the required Contract Security.

20. SIGNING OF AGREEMENT

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by at least two unsigned counterparts of the Agreement and all other Contract Documents. Within fifteen days thereafter Contractor shall sign and deliver at least two counter-parts of the Agreement to Owner with all other Contract Documents attached. Within thirty days thereafter, Owner will deliver all fully signed counterparts to Contractor.

21. PERMITS

Some of the work associated with this contract will be maintenance work or emergency repair work and will not require permits. The Contractor is required to perform all work in accordance with federal, state, county, and local codes, rules, regulations, and safety standards including but not limited to OSHA Trench Safety, FDEP watermain construction standards, NPDES, SFWMD dewatering, maintenance of traffic, and other requirements as may be applicable. In the event the work does require a permit from FDEP, PBCHD, Town of Jupiter Building Department/Engineering, Palm Beach County, FDOT, or other regulatory agency the Owner will assist the Contractor with preparing the permit applications and obtaining the permits, including paying the permit application fees. The Contractor will be required to pay for and obtain on his own any required dewatering permits, NPDES NOI permits and maintenance of traffic approvals.

22. TAXES

The successful Bidder shall pay all applicable sales, consumer use and other similar taxes required by law.

23. CONTRACT DOCUMENTS

23.1 It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When

words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

23.2 The apparent silence of the specifications as to any detail, or the apparent omission from the Specifications of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications shall be made on the basis of this statement.

23.3 If before or during the performance of the Work Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor immediately shall report same to Project Manager in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Project Manager. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

23.4 Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Project Manager. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installations shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

24. EQUAL OPPORTUNITY

The Town of Jupiter recognizes fair and open competition as a basic tenet of public procurement. Contractors doing business with the Owner are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age or sex.

25. OCCUPATIONAL HEALTH & SAFETY

25.1 In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this Bid must be accompanied by a Material Safety Data Sheet ("MSDS") which may be obtained from the manufacturer. The MSDS must include the following information:

25.1.1 The chemical name and the common name of the toxic substance.

25.1.2 The hazards or other risks in the use of the toxic substance including: a) The potential for fire, explosion, corrosively and reactivity; b) The known acute and chronic health effects of risk from exposure including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and c) The primary routes of entry and symptoms of over exposure.

25.1.3 The proper precautions, handling practices, necessary personal protection equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of exposure.

25.1.4 The emergency procedure for spills, fire, disposal and first aid.

25.1.5 A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

25.1.6 The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

25.2 Bidders are required to complete and submit with their bid the Contractor Safety Qualifications Form included in the Front End Documents.

25.3 The Contractor will be responsible to complete and submit with his bid the Trench Safety form included in the Front End Documents. The Contractor will be required to perform work under this contract in conformance with the OSHA Trench Safety Act.

26. AUDIT RIGHTS

26.1 The Owner reserves the right to audit the records of the successful Bidder for the commodities and/or services provided under the Contract at any time

during the performance and term of the Contract and for a period of five (5) years after completion and acceptance by the Owner. If required by the Owner, the successful Bidder agrees to submit to an audit by an independent certified public accountant selected by the Owner. The successful Bidder shall allow the Owner to inspect, examine and review the records of the successful Bidder in relation to this Contract at any and all times during normal business hours during the term of the Contract.

26.2 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.

27. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders must disclose with their Bid the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the Owner or any of its agencies. Further, all Bidders must disclose the name of any public officer or employee of the Owner who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

28. OPEN END CONTRACT

28.1 No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end Contract. Estimated quantities will be used for Bid comparison purposes only. The Owner reserves the right to issue Work Orders as and when required for proposed work for any or all bid items or any combination thereof. Work under this Contract is subject to fiscal appropriation by the Jupiter Town Council in either or both the Town's Community Investment Program (CIP) and fiscal year operating budgets. Estimated funding budgets anticipated to be available for the original two year contract term and subsequent two year and one year renewal terms are provided in the table below.

**Estimated Annual Funding Budgets
Anticipated for Town of Jupiter Utilities
On-Call Contract for Utility Infrastructure Repairs & Improvements (W13-08)**

Fiscal Year	Project Location	Project Description	Estimated Value
2013	Various Locations	Emergency and Other Unexpected Repairs	\$65,500
		2013 Total	\$65,500
2014	Seabrook Place	Replace 2" service valves	\$40,000
2014	US Highway 1	Replace Valve #10-10	\$15,000
2014	Seashore/US 1	Loop Seashore Drive to US Highway 1	\$42,000
2014	Various Locations	Emergency and Other Unexpected Repairs	\$50,000
		2014 Total	\$147,000
2015	Old Dixie/Venus/Evernia	Replace Valves #06-163, #06-177 & #06-46	\$35,000
2015	Seabrook Place	Replace 2" service valves	\$40,000
2015	Celestial Way	Replace Valves #85-09 & #85-10	\$35,000
2015	Various Locations	Emergency and Other Unexpected Repairs	\$50,000
		2015 Total	\$160,000
2016	Hugh St. /Perry Ave.	Replace Valves #06-137 & 06-178	\$20,000
2016	Cypress Drive	Replace Valve #90-25	\$12,500
2016	US Highway 1	Add Isolation Valve on US 1 at Juno Tank	\$25,000
2016	Various Locations	Emergency and Other Unexpected Repairs	\$50,000
		2016 Total	\$107,500
2017	Bella Vista	Replace Valve #11-117	\$15,000
2017	Ocean Pines Terrace	Replace Valves #24-41 & #24-42	\$25,000
2017	Central Blvd/Jupiter Park Dr.	Replace Valves #01-09 & #21-15	\$132,000
2017	Various Locations	Emergency and Other Unexpected Repairs	\$50,000
		2017 Total	\$222,000
2018	Indiantown Rd.	Replace Nine Hydrants (# 06-12, 09-01, 09-07, 09-08, 09-72, 11-09, 11-77, 11-06, 11-05)	\$45,000
2018	Choctaw/Todd Street	Replace Valves (# 03-70, 03-70, 03-74) & Hydrants (# 03-30, 03-31)	\$50,000
2018	Elm/Oak Circle	Replace Valves (# 03-11, 03-15, 03-05,) & Hydrants (# 03-36, 03-37)	\$50,000
2018	Various Locations	Emergency and Other Unexpected Repairs	\$50,000
		2018 Total	\$195,000
		5 Year Grand Total	\$897,000

The Town's fiscal calendar runs from October 1st through September 30th.

28.2 The Owner reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required within a short period than the delivery time specified in the Contract, and if the seller is unable to comply therewith, the Owner reserves the right to obtain such delivery from others without penalty or prejudice to the Owner or to the Bidder.

28.3 The initial term of the Contract will be two years (730 calendar days) from the date of Notice to Proceed. Owner may at Owner's sole discretion renew its Contract for one (1) additional two (2) year term and one (1) additional (1) year term for a total Contract period of five (5) years. It is solely the responsibility of the Contractor to initiate any renegotiation of the Unit Prices of the Contract sixty (60) days prior to the expiration date of the Contract. Failure to initiate renegotiation of rates sixty (60) days prior to the expiration date will result in the continuation of the Unit Prices in the Contract until the next expiration date. Owner reserves the right to terminate negotiations and continue work under existing rates or terminate the Contract. Regardless of anything to the contrary, this Contract may be terminated by the Owner at any time and for any reason. Further, the Contractor agrees that it will not be entitled to any claims and/or damages resulting from such termination, including, but not limited to, lost profits, direct or indirect damages, and consequential special or punitive damages.

29. SPECIAL LEGAL REQUIREMENTS

None.