

## CHANGE ORDER NO. 1

**DATE ISSUED:** 7/12/2022 **EFFECTIVE DATE:** August 13, 2022  
**OWNER:** Town of Jupiter **OWNER'S PROJECT NO.:** S2029  
**CONTRACTOR:** Johnson-Davis, Inc. **PURCHASE ORDER #:** N/A  
**PROJECT NAME:** Stormwater Utility Infrastructure Repairs Unit Price Contract (S2029)

The Contract is modified as follows upon execution of this Change Order:

**Description:** Contract Renewal for one (1) additional two (2) year term.

**Reason for Change Order:** This change order implements a contract renewal for one (1) additional two (2) year term in accordance with the Contract provisions and adjusts the Contract Price for anticipated expenditures for the two-year term renewal. All unit prices remain the same for this contract extension.

CHANGE IN CONTRACT PRICE
Original Contract Price:
\$ <u>1,015,000.00</u>
<del>Increase</del> <del>Decrease</del> from previously approved Change Orders No. 0 to No. 0:
\$ <u>0.00</u>
Contract Price prior to this Change Order:
\$ <u>1,015,000.00</u>
<b>Increase</b> this Change Order:
\$ <u>1,076,000.00</u>
Contract Price incorporating this Change Order:
\$ <u>2,091,000.00</u>

CHANGE IN CONTRACT TIMES
Original Contract Times:
Substantial Completion: <u>August 13, 2022</u>
Ready for final payment: <u>August 13, 2022</u>
<del>Increase</del> <del>Decrease</del> from previously approved Change Orders No. 0 to No. 0:
Substantial Completion: <u>0 Calendar Days</u>
Ready for final payment: <u>0 Calendar Days</u>
Contract Times prior to this Change Order:
Substantial Completion: <u>August 13, 2022</u>
Ready for final payment: <u>August 13, 2022</u>
<b>Increase</b> this Change Order:
Substantial Completion: <u>730 Calendar Days</u>
Ready for final payment: <u>730 Calendar Days</u>
Contract Times with all approved Change Orders:
Substantial Completion: <u>August 13, 2024</u>
Ready for final payment: <u>August 13, 2024</u>

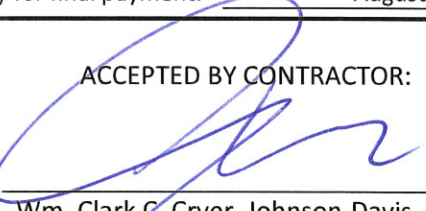
APPROVED BY OWNER:

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

Title: Assistant Director of Utilities

Date: 8/5/2022

ACCEPTED BY CONTRACTOR:

By:   
 Wm. Clark C. Cryer, Johnson-Davis, Inc.

Title: Estimating Manager

Date: 8/5/22

## S2029 CHANGE ORDER NO. 1 (CONTINUED)

### Attachment A: Description of Changes

Change in Contract Price:

Approved PCO #	Reason for Change Order	Increase/ {Decrease}
	Estimated 2-year contract term extension total for stormwater utility infrastructure repairs	\$1,076,000*
	<b>Net Change in Total Contract Price for Change Order No. 1</b>	<b>\$1,076,000*</b>

\*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.

Change in Contract Time:

Approved PCO #	Reason for Change Order	Increase/ {Decrease}
	Two-year contract term renewal	730 Calendar Days
	<b>Net Change to Contract Time for Change Order No.1</b>	<b>730 Calendar Days</b>

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## **S2029 CHANGE ORDER NO. 1 (CONTINUED)**

### **Attachment B: List of Supporting Documentation**

#### Attachments:

1. Table of Anticipated Estimated Annual Funding for Stormwater Utility Infrastructure Repairs Unit Price Contract (S2029).
2. Bid Proposal Unit Prices Submitted by Johnson-Davis, Inc. for S2029 and incorporated into Contract Documents. The unit prices remain the same for this contract renewal.
3. A copy of the language in Article 3.3 from the Agreement between the Town of Jupiter and Johnson-Davis, Inc., which provides for the contract extension.
4. Johnson-Davis email dated June 29, 2022 expressing interest in renewal.

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**S2029 CHANGE ORDER NO. 1 (CONTINUED)  
ATTACHMENT 1**

budgets. Estimated funding budgets anticipated being available for the original two year contract term and subsequent two year and one year renewal terms are provided in the table below.

- 4.3 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.

**Anticipated Estimated Annual Funding  
Town of Jupiter Utilities  
Stormwater Utility Infrastructure Repairs Unit Price Contract (S2029)**

Year	Project Description	Estimated Value
2020/2021	Stormwater Rehabilitation and Repair (CIP)	\$300,000
	Stormwater Repair and Maintenance (Operating, R&M)	\$100,000
	Unanticipated Emergency Repairs	\$100,000
2021/2022	Miscellaneous Stormwater Repairs	\$309,000
	Stormwater Repair and Maintenance (Operating, R&M)	\$103,000
	Unanticipated Emergency Repairs	\$103,000
<b>Estimated Initial 2 Year Contract Term Total</b>		<b>\$1,015,000</b>
2022/2023	Stormwater Rehabilitation and Repair (CIP)	\$318,000
	Stormwater Repair and Maintenance (Operating, R&M)	\$106,000
	Unanticipated Emergency Repairs	\$106,000
2023/2024	Miscellaneous Stormwater Repairs	\$328,000
	Stormwater Repair and Maintenance (Operating, R&M)	\$109,000
	Unanticipated Emergency Repairs	\$109,000
<b>Estimated 2 Year Contract Term Extension Total</b>		<b>\$1,076,000</b>
2024/2025	Stormwater Rehabilitation and Repair (CIP)	\$338,000
	Stormwater Repair and Maintenance (Operating, R&M)	\$113,000
	Unanticipated Emergency Repairs	\$113,000
<b>Estimated 1 Year Contract Term Extension Total</b>		<b>\$564,000</b>
<b>Estimated 5 Year Total</b>		<b>\$2,655,000</b>

**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 30 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

**S2029 CHANGE ORDER NO. 1 (CONTINUED)  
ATTACHMENT 2**

JOHNSON-DAVIS, INC  
604 Hillbrath Drive  
Lantana, FL 33462  
Phone (561)588-1170  
Fax (561)585-5252

**Bid Schedule of Values  
Stormwater Utility Infrastructure Repairs Unit Price Contract  
(S2029)**

*The following schedule of bid items has been developed to allow the Town to equitably evaluate bids. Individual bid item unit costs will be used to establish the total cost of each scope of work developed to complete stormwater utility infrastructure repairs, replacements and/or installations; work orders will be issued as authorization to proceed with the various scopes of work to be completed under this Contract. Town does not guarantee that estimated quantities shown will be utilized in full, or at all. The Town may utilize some or all of these bid items for each scope of work, as the Town deems necessary.*

<b>Item No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Extended Value</b>
<b>Bid Items:</b>					
1	Indemnification	LS	1	\$ 100.00	\$ 100.00
2	Bonds and Insurance	LS	1	\$ 25.00	\$ 25.00
3	4 Man Underground Construction Crew	HR	1	\$ 280.00	\$ 280.00
4	Overtime for 4 Man Underground Construction Crew	HR	1	\$ 10%	\$ 28.00
5	Combined Backhoe Loader with Operator	HR	1	\$ 80.00	\$ 80.00
6	Hydraulic Excavator with Operator	HR	1	\$ 150.00	\$ 150.00
7	Dump Truck with Operator	HR	1	\$ 70.00	\$ 70.00
8	Dewatering with 4" Hydraulic Pump	HR	1	\$ 40.00	\$ 40.00
9	Dewatering with Well Points	DAY	1	\$ 272.00	\$ 272.00
10	Asphalt Road Repair	SY	1	\$ 30.00	\$ 30.00
11	Asphalt Driveway Apron	SY	25	\$ 25.00	\$ 625.00
12	Concrete Driveway Apron	SY	25	\$ 40.00	\$ 1,000.00
13	Paver Driveway Repair	SF	120	\$ 6.00	\$ 720.00
14	Concrete Sidewalk	SY	4	\$ 40.00	\$ 160.00
15	Valley Curb	LF	3	\$ 30.00	\$ 90.00

**S2029 CHANGE ORDER NO. 1 (CONTINUED)**  
**ATTACHMENT 2 (CONTINUED)**

JOHNSON-DAVIS, INC  
604 Hillbrath Drive  
Lantana, FL 33462  
Phone (561)588-1170  
Fax (561)585-5252

Bid Schedule of Values (Continued)  
Stormwater Utility Infrastructure Repairs Unit Price Contract  
(S2029)

<u>Item No.</u>	<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Value</u>
16	Type "D" Curb	LF	3	\$ 30.00	\$ 90.00
17	Bahia Sod	SY	20	\$ 4.00	\$ 80.00
18	Saint Augustine Sod	SY	20	\$ 8.00	\$ 160.00
<b>Total Bid Amount: (Item Nos. 1-18) =</b>					<b>\$ 4,000.00</b>

**Total Bid Amount (Item Nos. 1 – 18) in Words:** Four Thousand Dollars And Zero Cents

END OF BID SCHEDULE OF VALUES.

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**S2029 CHANGE ORDER NO. 1 (CONTINUED)**  
**ATTACHMENT 3**

- 3.3 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 this 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, in accordance with the Town of Jupiter's Purchasing Policy and terms of the original Contract. Renewals will be in writing by change order to the Contract and are subject to the same terms, conditions, and unit pricing set forth in the initial Contract and any written amendments/change orders signed by both parties (Owner and Contractor). No compensation shall be made for costs associated with renewal of the Contract. Renewals are contingent upon satisfactory performance evaluations by the Owner and subject to the availability of fiscal year funding approved by the Jupiter Town Council. Contractor may elect not to extend the Contract with 90 days written notice to Owner. Owner is not obligated to extend 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.
- 3.4 The parties agree that the TIME IS OF THE ESSENCE, in the performance of each and every obligation under this CONTRACT. The CONTRACT may be changed only by a change order to the CONTRACT Work Order amendments to individual Work Orders must be completed in writing and signed and dated by Contractor and Owner.
- 3.5 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (But not as a penalty) CONTRACTOR shall pay OWNER Seven Hundred and Fifty 00/100 dollars (\$750.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion until the Work is substantially complete, and Five Hundred 00/100 dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.1 from the date of final completion until the work has reached final completion. Final completion includes demobilization from the site. Owner may withhold payment to compensate for liquidated damages either by increasing the amount of money being held in retainage or deduct the amount due in Liquidated Damages from the final payment application. Liquidated damages under this Contract apply to each the substantial completion date and the final completion date.
- 3.6 This provision of Liquidated Damages for delay shall in no manner affect the TOWN's right to terminate the CONTRACT. The OWNER'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 OWNER may deduct from the balance of the CONTRACT sum held by the OWNER the Liquidated Damages stipulated herein or such portions as said balance will cover.

**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.
- 4.2 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

**S2029 CHANGE ORDER NO. 1 (CONTINUED)**  
**ATTACHMENT 4**

**From:** [Clark Cryer](#)  
**To:** [Amanda Barnes](#); [Walter Pfaffenberger](#)  
**Cc:** [Brittany George](#); [David Rotar](#)  
**Subject:** RE: SW Unit Price Contract  
**Date:** Wednesday, June 29, 2022 3:24:13 PM  
**Attachments:** [image006.png](#)  
[image007.png](#)  
[image008.png](#)  
[image009.png](#)

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Amanda,

We would like to renew. Please and thank you.

Best Regards,

**Wm. Clark C. Cryer** | 604 Hillbrath Drive, Lantana, FL 33462  
(561) 718-4531 – c | (561) 588-1170 – o | (561) 585-5252 – f | [ccryer@johnsondavis.com](mailto:ccryer@johnsondavis.com)  
CUC 043087 ~ CUC 1225299 ~ CFC 1430348



*Construct with Confidence*

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**From:** Amanda Barnes <[amandab@jupiter.fl.us](mailto:amandab@jupiter.fl.us)>  
**Sent:** Wednesday, June 29, 2022 3:20 PM  
**To:** Clark Cryer <[ccryer@johnsondavis.com](mailto:ccryer@johnsondavis.com)>; Walter Pfaffenberger <[Wpfaffenberger@johnsondavis.com](mailto:Wpfaffenberger@johnsondavis.com)>  
**Cc:** Brittany George <[BrittanyG@jupiter.fl.us](mailto:BrittanyG@jupiter.fl.us)>; David Rotar <[DavidR@jupiter.fl.us](mailto:DavidR@jupiter.fl.us)>  
**Subject:** SW Unit Price Contract

Clark and Walter,  
Hello. I hope you are doing well. The unit price contract for SW Infrastructures Repairs and Improvements will expire on 8/13/2022. The contract is able to be renewed for 2 additional years, before it will need to be re-advertised for bids. Would you like to renew the Contract for two additional years? Please advise.

Thank you,



**Amanda Z. Barnes, PE**  
Assistant Director of Utilities  
Phone 561-741-2537 Mobile 561-301-7632  
Email [amandab@jupiter.fl.us](mailto:amandab@jupiter.fl.us)  
Web [www.jupiter.fl.us](http://www.jupiter.fl.us)  
17403 Central Blvd., Jupiter, Florida 33458