

MEMORANDUM

DATE: August 1, 2022

TO: ****ORIGINAL****
City Clerk

FROM: Robyn Holder, CPPB 
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20220045
CONTRACT TITLE: Floresta Drive Improvements Project Phase 2

CONTRACTOR NAME: Felix Associates of Florida, Inc.
ADDRESS: 8528 SW Kansas Avenue
CITY & STATE: Stuart, FL 34997

COUNCIL APPROVED: July 25, 2022

7k)- AWARD CONTRACT #20220045 FOR THE FLORESTA DRIVE IMPRVEMENTS
PROJECT PHASE 2 TO FELIX ASSOCIATES OF FLORIDDA, INC. IN AN AMOUNT OF
\$29,997,174.23, PUBLIC WORKS DEPARTMENT, PROCUREMENT MANAGEMENT

CONTRACT AMOUNT - \$29,997,174.23
CONTRACT TERM: 8/1/2022 through 9/25/2024, with no option to renew.



**CITY OF PORT ST. LUCIE
CONTRACT #20220045**

This CONTRACT executed this 1st day of August, 2022, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City", and FELIX ASSOCIATES OF FLORIDA, INC., 8528 SW Kansas Avenue, Stuart, Florida 34997, Telephone (772) 220-2722 Fax (772) 220-2728, hereinafter called "Contractor" or "Proposer".

**SECTION I
RECITALS**

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

WHEREAS, Contractor is licensed in the State of Florida; and

WHEREAS, the City wishes to contract with a Contractor to provide the Floresta Drive Improvements Project Phase 2 Scope of Services and products / services based on the terms and subject to the conditions contained herein; and

WHEREAS, Contractor is qualified, willing and able to provide the Scope of Services and products / services specified on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Contractor to perform the Scope of Services and product / services specified and, with a commission amount to be paid as agreed upon below.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein name, the Parties agree as follows:

The Recitals set forth above are hereby incorporated into this Contract and made a part of hereof for reference.

**SECTION II
NOTICES**

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email or fax and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

Contractor: Vincent Amato, President
Felix Associates of Florida, Inc.
8528 SW Kansas Avenue
Stuart, Florida 34997
Telephone: 772-220-2722 Fax: 772-220-2728
Email: bmiller@felixassociates.net

City Contract Administrator: Robyn Holder, CPPB
Procurement Manager - Procurement Management Department

121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-871-5222 / FAX 772-871-7337
E-mail: rholder@cityofpsl.com

City Project Manager:

Frank Knott, Manager
Public Works Department
City of Port St. Lucie
121 SW Port St. Lucie Blvd
Port St. Lucie, FL 34952
Telephone 772-344-4290
Email: FKnott@cityofpsl.com

SECTION III

DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20220045, Construction of Floresta Drive Improvements Phase II Project including all Attachments, Addenda, Construction Plans, FDOT Specifications, and all other restrictions and requirements are incorporated by this reference.

This project is funded through proceeds from the voter-approved ½ Cent Sales Tax for Infrastructure Improvement Projects. This is a very high-profile project, and the second major project to be completed with sales tax proceeds (Floresta Phase I being the first). As such, the Contractor shall take all means necessary to ensure a successful, timely project.

The improvements include both a two-lane section with landscaped median and a two-lane section with a bi-directional turn lane. Both sections include sidewalks, bike lanes, curb and gutter, landscape, irrigation, water and sewer adjustments and pedestrian lighting. This phase also includes a bridge replacement and removal of an existing pedestrian bridge. Construction sequencing shall be timed such that pedestrian access across the Elkcarn Waterway is maintained at all times. This project includes seven (7) component sets of construction plans.

It is the Contractor's responsibility to familiarize themselves with the terms and conditions set forth in this document. Some of the requirements typical of a City of Port St. Lucie contract have been modified, including but not limited to, liquidated damages, lane closures and weather days. Additionally, it is expected that the Contractor will make continual progress on critical items of work from contract day 1.

The Contractor will need to coordinate remaining utility pole removals and all other public utility relocations for the duration of the project. No additional cost or time will be added to work around utility poles until they are removed, unless the Contractor shows that they have made sufficient coordination efforts and that no mitigation or resequencing is possible to allow critical path work to proceed. Coordination of all utilities in conflict with construction are the Contractor's responsibility to assure that the schedule is maintained. The Contractor must hold a preconstruction meeting with utility companies, CEI and the City, and must hold progress meetings every two (2) weeks until all utility conflicts have been resolved.

SECTION IV TIME OF PERFORMANCE

This Contract allows for staggered start dates to allow for material purchases to begin on August 1, 2022. The Contract Period to begin construction will be the start date of September 26, 2022 and will terminate seven hundred thirty (700) calendar days on August 26, 2024 for Substantial Completion and thirty (30) calendar days thereafter on September 25, 2024 for Final Completion. The Contract shall terminate thereafter on September 25, 2024. Liquidated Damages are associated with both Substantial and Final Completion. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered and accepted by the City.

Schedule: At the pre-construction meeting, the Contractor shall submit a fully detailed construction schedule utilizing the critical path method (CPM) that shows completion of the project within the allowable contract time. The Contractor shall not commence any construction activities until the baseline project schedule has been approved by the City. The contract time shall start independent of schedule approval. If at any time the Contractor falls behind their approved schedule by more than two (2) weeks, a recovery plan shall be submitted for review and approval. The recovery plan will outline the Contractor's detailed plan to bring the project back on schedule. This shall include hours, personnel, equipment and subcontractors. If extraordinary means are necessary such as double shifts or weekend work, this shall be clearly outlined in the recovery plan. Any additional CEI services and/or testing costs incurred by the City as a result of the extended working hours or days (i.e. weekend or Holiday work) to meet the required contractual deadline may be reimbursed by the Contractor to the City. It is at the City's sole discretion to seek reimbursement for these costs in addition to any potential liquidated damages.

Failure of the Contractor to maintain satisfactory progress is subject to City Ordinance 20-15, Chapter 35.15 "Suspension and Debarment". Satisfactory progress shall mean daily progress on work items identified on the critical path pursuant to the approved CPM schedule.

Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control. A request for a time extension due to inclement weather is requested, but not required.

SECTION V RENEWAL OPTION

This section will not be utilized in this contract.

SECTION VI COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit price basis listed on Schedule "A" for a total amount of **\$29,997,174.23**. Payments will be disbursed in the following manner.

The Contract Sum – Work to be paid for on the basis of per unit prices: each, lump sum, linear feet, square yards, system, etc.

Progress Payments – Within twenty (20) business days, the City shall pay the Contractor, the sum of money due each Progress Payment that is properly allocated to labor, materials and equipment incorporated in the work for the period covered in the application for progress payment. Retainage will be held at 5% from each progress payment.

An updated construction schedule to reflect actual progress, weather days, and Holidays shall be provided monthly with each progress payment submittal. As-Builts will be required with each request for payment to include all items identified in the pay request. **The monthly request for payment may be rejected until the revised schedule and as-builts has been reviewed and/or approved by the City.**

Substantial Completion – Substantial Completion is defined as that point where the City of Port St. Lucie is able to enjoy beneficial occupancy of the Work and where the Work has achieved that level of completion such that the City of Port St. Lucie is able to utilize the entire project for its intended purposes, including but not limited to, the completion of all specified systems and items relating to life safety and regulatory use, with the exception of incidental or incomplete items except where a lack of completion of such incidental or incomplete items of Work will adversely affect the complete operation of other areas of the Work. Items noted as deficient during the walkthrough may be addressed after Substantial Completion assuming these items do not prohibit the City from utilizing the project for its intended purpose.

Acceptance and Final Payment – Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract is fully performed the entire balance will be due the contractor and will be paid to the contractor within twenty (20) business days. Such final payment of the Contractor shall be subject to the covenants in the Contract's Standard Specifications and any liquidated damages will be assessed against the Contractor at that time.

Before issuance of final payment, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been satisfied and paid in full. Final Release of Liens from all contractors, subcontractors, suppliers for materials and sub-subcontractors are to be attached to the final invoice. In lieu of Final Release, the Contractor may submit a Consent of Surety along with the Final Invoice. All manufacturer's warranty documents must be provided in the format requested by the City prior to final payment.

Invoices for services shall be submitted one a month, by the tenth (10th) day of each month, and payments shall be made within twenty (20) business days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made within twenty (20) business days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation and is approved by the Project Manager as required under Section XVII of the Contract.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the contract or receipts in full in lieu thereof, and an affidavit on his personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the City's Contract number and Purchase Order number, detail of items with prices that correspond to the Contract, a unique invoice number and partial and final release of liens.

All invoices are to be sent to: Project Manager

The contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

In the event the City deems it expedient to perform work which has not been done by the Contractor as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Contractor as required in these Specifications, all expenses thus incurred by the City, at the City's option, will be invoiced to the Contractor and/or deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

All payments not made within the time specified by this section shall bear interest from 30 calendar days after the due date at the rate of one (1) percent per month on the unpaid balance.

SECTION VII **WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. Any and all changes must be authorized by a written change order signed by the City's Purchasing Agent or his designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work involved in the change. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive.

SECTION VIII **CONFORMANCE WITH PROPOSAL**

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Contractor pursuant to the Solicitation and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Contractor in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

SECTION IX **INDEMNIFICATION/HOLD HARMLESS**

Contractor agrees to indemnify, defend and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's

fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of Contractor, agents, laborers, subcontractors or other personnel entity acting under Contractor control in connection with the Contractor's performance of services under this Contract and to that extent Contractor shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses including appeals. That the aforesaid hold-harmless Contract by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any agent laborers, subcontractors or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Contractor on the work. This indemnification shall survive the termination of this Contract.

SECTION X **SOVEREIGN IMMUNITY**

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

SECTION XI **INSURANCE**

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

1. Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation

endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

2. **Commercial General Liability Insurance:** The Contractor shall agree to maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

3. **Additional Insured:** An Additional Insured endorsement must be attached to the certificate of insurance and must include coverage for on-going and Completed Operations (should be ISO CG2037 & CG2010) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by City or completion of contract. Coverage is to be written on an occurrence form basis. Coverage shall apply on a primary and non-contributory basis. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. No exclusion for mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes, or hostile fire shall apply. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20220045 – Construction of Floresta Drive Improvements Phase II Project be listed as additionally insured."** The Policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance.

4. **Automobile Liability Insurance:** The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned

and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary non-contributory basis.

5. **Waiver of Subrogation:** The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.
6. **Deductibles:** All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City of Port St. Lucie reserves the right, but not obligation, to review and request a copy of the bidder's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements as listed herein, including Products & Completed Operations coverage for a minimum of five (5) years from the date of possession by City or completion of contract. It will be the responsibility of the Contractor to obtain Certificates of Insurance from all contractors and subcontractors listing the City as an Additional Insured, without the language when required by written contract. If contractor, independent contractor or subcontractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by contractor/independent contractor/subcontractor.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, or Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but not obligation, to review, modify, reject, or accept any required policies of insurance including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better.

Payment & Performance Bonds: The Contractor shall furnish an acceptable recorded Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of one hundred (100%) percent of the Contract price. A fully authorize Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

A failure on the part of the contractor to execute the contract and/or punctually deliver the required insurance, and other documentation may be cause for annulment of the award.

SECTION XII **ACTS OF GOD**

The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Contractor for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

Emergencies – In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor, or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Contractor shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued.

SECTION XIII **PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any Sub-Contractor supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION XIV **COMPLIANCE WITH LAWS**

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with all requirements of 28 C.F.R. § 35.151. Contractors and Sub-Contractor, shall comply with § 119.0701, Fla. Stat. The Contractor and Sub-Contractor, are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat., any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat.

RECORDS

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. **CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES.** Pursuant to Section 119.0701, F.S.

Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.
2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.
5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 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 except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

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:

**CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
pr@cityofpsl.com**

**SECTION XV
SCRUTINIZED COMPANIES**

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran petroleum Energy Sector List, or do any business with Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes https://www.sbafla.com/fsb/Portals/FSB/Content/GlobalGovernanceMandates/QuarterlyReports/Global_Governance_Mandates_and_Florida%20Statutes_2019_01_29.pdf?ver=2019-01-29-130006-790.

**SECTION XVI
ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply.

Implied Warranty of Merchantability – It is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed notwithstanding any representation to the contrary.

Warranty and Guarantee – All products furnished by the contractor shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Contractor to be free of defects in workmanship and material for a period of not less than three hundred sixty-five (365) calendar days; said period to commence upon the date the City issues final payment. The project is fully accepted when the City issues the final payment.

Miscellaneous Testing – The contractor must agree to reimburse the City for any expenditure incurred by the City in the process of testing products supplied by the Contractor if said products prove to be defective and/or in other manners not in compliance with the specifications. Expenditures as defined therein shall include, but not limited to, the replacement value of products destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies.

City's Public Relations Image – The Contractor's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Contractor involved in the execution of work that is deemed to be conducting him/herself in an unacceptable manner shall be removed from the project at the request of the City Manager.

Dress Code – All personnel in the employ of the Contractor(s) shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms neat and clean in appearance, readily identifiable to all City employees and the public. No tee shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited. Safety toed shoes shall be worn at all times.

Patent Fees, Royalties, and Licenses – If the Contractor requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Contractor and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. The Contractor shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

Permits - The Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The Contractor shall be required to complete a **W-9 Taxpayer Identification Form**, provided with the City's contract, and return it with the signed contract and insurance documents

Cooperative Purchasing Agreement - This contract may be expanded to include other governmental agencies provided a cooperative purchasing agreement exists or an inter-local agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Contractor(s) may agree to allow other public agencies the same items at the same terms and conditions as this contract, during the period of time that this contract is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

Discrepancies – If, in the course of performing work resulting from an award under this specification, the Contractor finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Contractor shall discontinue work on the subject area and inform the City of the discrepancy. The Contractor shall thereafter proceed as authorized by the City who will document any modification to these specifications that City has authorized in writing as soon as possible.

Permission to Use – The Contractor shall permit any portion of the new work, which is in suitable condition, to be used by the City for the purpose for which it was intended, provided such use does not hinder or make more expensive the work still to be done by the Contractor.

Contractual Relations – The Contractor(s) are advised that nothing contained in the contract or specifications shall create any contractual relations between the City and Sub-Contractor of the Contractor(s).

Labor and Equipment – The Contractor shall utilize experienced personnel who are thoroughly capable of performing the work assigned to them. The Contractor shall utilize proper equipment in good repair to

perform assigned work. Failure on the part of the Contractor to furnish such labor or equipment shall be sufficient cause for annulment of any award resulting from these specifications.

Standard Production Items - All products offered must be standard production items that have been available to the trade for a period of not less than two (2) years and are expected to remain available in future years.

Storage and Stockpiling - All storage or stockpiling of tools or materials (i.e., lumber, pilings, etc.) shall be limited to uplands. Excess lumber, scrap wood, trash, garbage or other types of debris shall be removed from the project site upon completion of the work.

Florida Produced Lumber - The Contractor agrees to comply with the provisions of Section 255.20, Florida Statutes, and as may be amended from time to time.

Erosion and Sediment Control - The Contractor is responsible for all erosion and sediment control in accordance with all local, State and Federal regulatory agency guidelines.

Water Resources - The Contractor shall not discharge without permit into waters of lakes, rivers, canals, waterways and ditches, any fuel, oils, bitumen's, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The Contractor shall be responsible for investigating and complying with all applicable Federal, State and Local laws and regulations governing pollution of waters. All work under this Contract shall be performed in such a manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

Native Vegetation - No native vegetation shall be removed without written authorization and prior approval by the City.

Sanitary Conditions - the Contractor shall be responsible to permit the City, its inspectors, and other authorized representative of the City to have access to all parts of the work, and to all materials intended for use in the work, and to all factories where such materials are manufactured, at all times. The above designated City personnel shall be permitted during said access to remove materials and make such inspections, as they deem necessary. Materials submitted for approval will be inspected and passed upon as promptly as practical as will work in process. However, failure to reject defective work at the time it is done and/or failure to reject materials shall in no way prevent rejection at any time prior to final acceptance of the work authorized by the City.

Foreman or Superintendent and Workmen - The Contractor shall at all times during progress of the work, have on site a competent foreman or superintendent with authority to act for him and to cooperate with the City. The Contractor shall provide competent, careful and reliable workmen engaged on special work, or skilled work, such as concrete bases, pavements, or structure, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. Provide workmen that shall make do and proper effort to execute the work in the manner prescribed in the Contract Documents.

It is prohibited as a conflict of interest for a Contractor to subcontract with a consultant to perform Contractor Quality Control when the consultant is under contract with the City to perform work on any project described in the Contractor's contract with the City. Prior to approving a consultant for Contractor Quality Control, the

Contractor shall submit to the City a certificate from the proposed consultant certifying that no conflict of interest exists.

Adjustments – The Contractor shall be responsible to arrange with utility companies for any adjustment necessary to the valve boxes, manholes, or castings so that they will conform to the new grade after placement of the sidewalk. The Contractor shall also be responsible to identify and avoid damage to all utilities (publicly and privately owned) within the area where work is being performed.

Weather Days – The Contractor is to follow FDOT Standard Specifications for weather days. The City does not include an allowance for delays caused by the effects of inclement weather or suspension of Contractor's operations as defined in FDOT Specification 8-6.4, in establishing Contract Time. The Engineer will continually monitor the effects of weather and, when found justified, grant time extensions on either a bimonthly or monthly basis. The Engineer will not require the Contractor to submit a request for additional time due to the effects of weather. The City will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions, related adverse soil conditions or suspension of operations as defined in 8-6.4 that prevents the Contractor from productively performing controlling work items of work resulting in: 1. The Contractor being unable to work at least 50% of the normal work day on pre-determined controlling work items; or 2. The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect; and provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items.

Conflicts – If there is a conflict between FDOT Specifications and the City's Specifications, the City Specifications will supersede.

Damages – The Contractor shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until the City confirms in writing to the Contractor that said work is, "substantially complete" and/or "accepted". The Contractor shall be responsible until said written notice is received to repair and make good at their expense any such damage.

Damage to Property – The Contractor shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. whenever such property is damaged due to the activities of the Contractor, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by the Contractor, and at the Contractor's expense. The Contractor's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

National Geodetic Vertical Datum 1929 (NGVD '29) or North American Vertical Datum 1988 (NAVD '88) monuments shall be protected. If in danger of damage, notify:

Geodetic Information Center
6001 Executive Boulevard
Rockville, MD 20852
Attn: Maintenance Center (301) 443-8319

City of Port St. Lucie vertical or horizontal datum shall also be protected. In case of damage or if relocation is needed, notify:

City of Port St. Lucie
Engineering Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 341984-5099 (772) 871-5175

SECTION XVII **INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required materials has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section VI, if, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy he may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

Authority – The Contractor is hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or accept any portion of the completed work, or instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report the progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the City.

Notification – The Contractor shall be responsible to give twenty-four (24) hour notification to the City when field observations are required.

Defective Work – All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until the City has issued written approval to the Contractor. Without unnecessary delay and without any additional cost to the City, all work that has been rejected shall be remedied or removed and replaced in a manner acceptable to the City. If the contractor fails to promptly remove and properly dispose of rejected materials and/or work then replaces same immediately after being notified to do so, the City may employ labor to remove and replace such defective work and/or materials. All charges for replacement of defective materials

and/or work shall be charged to the Contractor and may be deducted from any monies due to the Contractor or his Surety.

Repair or Replacement – Should any defect appear during the warranty period (see Section XVI), the Contractor shall, at their own expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within fourteen (14) calendar days after receipt of notification from the City of the defect.

Deductions – In the event the City deems it expedient to perform work which has not been done by the Contractor as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the contractor as required in these Specifications, all expenses thus incurred by the City, in the City's option, will be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

SECTION XVIII **LICENSING**

Contractor warrants that he possesses all licenses and certifications necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

SECTION XIX **SAFETY PRECAUTIONS**

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The Contractor shall erect and maintain all necessary safeguards for the protection of the Contractor's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, and other warnings against hazards as is prudent and/or required by law to protect the public interest. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the Contractor's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Contractor. The safety provisions of all applicable laws and building and construction codes shall be observed.

Safety Data Sheets – The Contractor shall provide SDS's and description literature for each chemical/compound/mixture used in the performance of the Contract to the City before the commencement of any work. All SDS's shall be of the latest version and comply with 29 CFR1910.1200. Hazardous products shall not be used except with prior approval of the City, and must be disposed of properly by the Contractor in accordance with U.S. Environmental Protection Agency 40-CFR 260-265. The Contractor shall maintain and have readily accessible on-site a complete SDS book of all chemicals, compounds/mixtures used in the execution of the contract.

Personal Protective Equipment (PPE) – All personnel are required to wear PPE in the process of the work including eye protection, hearing protection, respiratory protection as necessary, gloves, approved safety boots with steel or composite toes and any other PPE as necessary for the work.

OSHA Compliance – Contractors must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970. These requirements shall include all primary and refresher training mandated under the OSHA guidelines.

Emergencies – In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor, or his/her designee, without special instruction or authorization from the City, is obligated to act, at his/her discretion, to prevent threatened damage, injury or loss. In the event such actions are taken, the Contractor shall promptly give to the Project Manager written notice of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the Project Manager a written authorization signed by the Project Manager covering the approved changes and deviations will be issued. Appropriate compensation adjustments may be approved, provided the cause of the emergency was beyond the control of the Contractor.

SECTION XX ASSIGNMENT

Contractor shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

SECTION XXI TERMINATION, DELAYS AND LIQUIDATED DAMAGES

Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the City to declare the Contractor in default of its obligations under the contract:

- I. The Contractor fails to deliver or has delivered nonconforming services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the contract, including, but without limitation, the express warranties made by the Contractor;
- II. The Contractor fails to make substantial and timely progress toward performance of the contract;
- III. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the contract effective as of the date on which the license or certification is no longer in effect;
- IV. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- V. The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the contract;
- VI. The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion;

- VII. The Contractor furnished any statement, representation or certification in connection with the contract, which is materially false, deceptive, incorrect or incomplete.

Notice of Default. If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the City may:

- I. Immediately terminate the contract without additional written notice(s); and/or
- II. Enforce the terms and conditions of the contract and seek any legal or reasonable remedies; and/or
- III. Procure substitute services from another source and charge the difference between the contract and the substitute contract to the defaulting Contractor

Termination for Convenience. The City, in its sole discretion, may terminate this contract at any time without cause, by providing at least sixty (60) days' prior written notice to Contractor. Any such termination shall be accomplished by delivery in writing of a notice to Contractor. Following termination without cause, the Contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, for services provided under the contract to the City up to the time of termination, pursuant to Florida law.

Liquidated Damages for Delays. Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the amount that is specified in FDOT Standard Specification 8-10.2 "Amount of Liquidated Damages" based on the total amount of the Executed Contract for each and every day that the completion of the Work is delayed beyond the time specified in this Contract for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. Liquidated damages are fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of damages and the cost and effect of the failure of the Contractor to complete the Work on time.

Liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. This directly applies to the Substantial Completion date and the Final Completion date. The City shall have the right to deduct from or retain any compensation which may be due or which may become due and payable to the Contractor the amount of the liquidated damages, and if the amount retained by the City is insufficient to pay in full such liquidated damages, the Contractor shall pay all liquidated damages in full. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages or other damages for delay, for all costs of engineering, architectural fees, and inspection and other costs incurred in administering the construction of the Project beyond the completion date specified or beyond an approved extension of time granted to the Contractor, whichever is later. Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor shall not give rise to a claim by the Contractor for damages for increase in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, (list other external firms).

Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials,

equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, pandemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of official notice of scheduled delivery or scheduled work of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

SECTION XXII

LAW, VENUE AND WAIVER OF JURY TRIAL

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

The Parties to this Contract hereby freely, voluntarily and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

SECTION XXIII

APPROPRIATION APPROVAL

The Contractor acknowledges that the City of Port St Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, this Contract may be terminated by the City and that no charges, penalties or other costs shall be assessed.

SECTION XXIV

CONFLICT OF INTEREST

The City hereby acknowledges that the Contractor may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Contractor shall terminate its relationship with the other client to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Contractor shall disclose all of its Treasure Coast clients and related Scope of Work.

SECTION XXV

PROHIBITION AGAINST CONTINGENT FEES

The Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

SECTION XXVI
ATTORNEY'S FEES

If this matter is placed in the hands of an attorney for collection, or in the event suit or action is instituted by the City to enforce any of the terms or conditions of the Contract, Contractor shall pay to the City, in such suit or action in both trial court and appellate court, the City's costs, and reasonable attorney's fees for the anticipated cost of collection and judgment enforcement.

SECTION XXVII
CODE OF ETHICS

Contractor warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in Chapter 112.311 et seq., Florida Statutes, and Code of Ethics Ordinances in Section 9.14 of the City of Port St. Lucie Code.

SECTION XXVIII
POLICY OF NON-DISCRIMINATION

Contractor shall not discriminate against any person in its operations, activities or delivery of services under this Contract. Contractor shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION XXIX
SEVERABILITY

The Parties to this Contract expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Contract is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Contract) and the remainder of this Contract, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Contract to be inequitable under the circumstances.

SECTION XXX
AUDITS

The Contractor shall establish and maintain a reasonable accounting system that enables the City to readily identify the Contractor's assets, expenses, costs of goods, and use of funds throughout the term of the Contract for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but not be limited to, accounting records, written

policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Contractor shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and to make copies of all books, documents, papers, electronic or optically stored and created records or other records relating or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the City during normal business hours at the Contractor's office or place of business. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the City's findings to the Contractor. Evidence of criminal conduct will be turned over to the proper authorities.

The Contractor shall ensure the City has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.

SECTION XXXI **FORCE MAJEURE**

Any deadline provided for in this Contract may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

SECTION XXXII **ENTIRE AGREEMENT**

The written terms and provisions of this Contract shall supersede any and all prior verbal or written statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

(Balance of page left intentionally blank)

IN WITNESS WHEREOF, the parties have executed this contract, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

FELIX ASSOCIATES OF FLORIDA, INC.

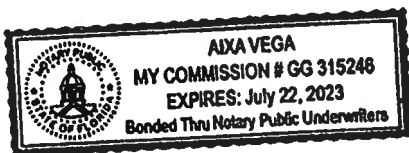
By: Caroline Shugris
Purchasing Agent

By: [Signature]
Authorized Representative

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF MARTIN)

The foregoing instrument was acknowledged before me by ☒ physical presence or ☐ online notarization, this 15th day of JULY, 2022 by BENJAMIN MILLER who is ☒ personally known to me, or who has ☐ produced the following identification:



NOTARY SEAL/STAMP

Aixa Vega
Signature of Notary Public

Aixa Vega
Print Name of Notary Public
Notary Public, State of Florida
My Commission expires:

SCHEDULE "A"

LINE #	PAY ITEM NO.	ITEM DESCRIPTION	QUAN	UNIT	UNIT PRICE	AMOUNT
STRUCTURE						
1	0110 3	REMOVAL OF EXISTING STRUCTURE	4997 0	SF	\$ 62 00	\$ 309,814 00
2	0455 34 5	PILING, PRESTRESSED CONCRETE (24" SQ)	1820 0	LF	\$ 85 00	\$ 154,700 00
3	0455 143 5	TEST PILES-PRESTRESSED CONCRETE (24" 60)	170 0	LF	\$ 452 00	\$ 76,840 00
4	0530 1	RIPRAP - SAND CEMENT	30 6	CY	\$ 452 00	\$ 13,831 20
5	0530 3 3	RIPRAP - RUBBLE (BANK & SHORE)	457 9	TN	\$ 226 00	\$ 103,485 40
6	0530 74	BEDDING STONE	285 3	TN	\$ 282 00	\$ 80,454 60
7	0400 4 5	CLASS IV CONCRETE (SUBSTRUCTURE)	164 0	CY	\$ 2,258 00	\$ 370,312 00
8	0400 148	PLAIN NEOPRENE BEARING PADS	17 5	CF	\$ 1,693 00	\$ 29,627 50
9	0415 1 5	REINFORCING STEEL (SUBSTRUCTURE)	33804 0	LB	\$ 2 50	\$ 84,510 00
10	0400 2 10	CLASS II CONCRETE (APPROACH SLAB)	159 4	CY	\$ 903 00	\$ 143,938 20
11	0400 4 4	CLASS IV CONCRETE - SUPERSTRUCTURE	53 2	CY	\$ 1,693 00	\$ 90,067 60
12	0400 4 47	CLASS IV CONCRETE, CIP TOPPING WITH SHRINKAGE REDUCING ADMIXTURE	140 6	CY	\$ 2,258 00	\$ 317,474 80
13	0415 1 9	REINFORCING STEEL (APPROACH SLAB)	33914 0	LB	\$ 2 50	\$ 84,785 00
14	0415 1 4	REINFORCING STEEL (SUPERSTRUCTURE)	50187 0	LB	\$ 2 50	\$ 125,467 50
15	0400 7	BRIDGE DECK GROOVING	561 0	SY	\$ 23 00	\$ 13,363 00
16	0400 9 1	BRIDGE DECK PLANING	561 0	SY	\$ 23 00	\$ 13,363 00
17	0450 8 11	PRESTRESSED BEAM, FLORIDA SLAB BEAM, BEAM DEPTH, 12" CARBON STEEL WIDTH (48-51")	102 0	LF	\$ 570 00	\$ 58,140 00
18	0450 8 12	PRESTRESSED BEAM, FLORIDA SLAB BEAM, BEAM DEPTH, 12" CARBON STEEL WIDTH (52-54")	609 0	LF	\$ 570 00	\$ 347,130 00
19	0450 8 13	PRESTRESSED BEAM, FLORIDA SLAB BEAM, BEAM DEPTH, 12" CARBON STEEL WIDTH (55-57")	812 0	LF	\$ 570 00	\$ 462,840 00
20	0458 1 11	BRIDGE DECK EXPANSION JOINT (NEW CONSTRUCTION - F&I) (POURED JOINT WITH BACKER ROD) TYPE D SILICONE	275 0	FT	\$ 90 00	\$ 24,750 00
21	0515 4 2	BULLET RAILING, DOUBLE RAIL	332 0	LF	\$ 67 00	\$ 22,244 00
22	0520 70	CONCRETE TRAFFIC SEPARATOR, SPECIAL	148 0	SY	\$ 147 00	\$ 21,756 00
23	0521 5 4	CONCRETE TRAFFIC RAILING - BRIDGE (32" VERTICAL FACE)	332 0	LF	\$ 198 00	\$ 65,736 00
24	0630 2 16	CONDUIT, FURNISH & INSTALL, EMBEDDED CONCRETE BARRIERS AND TRAFFIC RAILINGS	992 0	LF	\$ 12 00	\$ 11,904 00
25					Sub Total:	\$ 3,026,533.80
26	ROADWAY					
27	PAY ITEM NO.	ITEM DESCRIPTION	QUAN	UNIT	UNIT PRICE	AMOUNT
28	0101 1	MOBILIZATION	1	LS	\$ 3,288,000 00	\$ 3,288,000 00
29	0101 18	CONSTRUCTION VIDEO	1	LS	\$ 2,012 00	\$ 2,012 00
30	0101 99	SURVEY STAKING & RECORD DRAWINGS	1	LS	\$ 174,488 00	\$ 174,488 00
31	0102 1	MAINTENANCE OF TRAFFIC	1	LS	\$ 2,432,000 00	\$ 2,432,000 00
32	0107 1	LITTER REMOVAL AND DISPOSAL	206 92	AC	\$ 95 00	\$ 19,657 40
33	0107 2	MOWING	206 92	AC	\$ 151 00	\$ 31,244 92
34	0108 1	MONITOR EXISTING STRUCTURES - INSPECTION & SETTLEMENT MONITORING	1	LS	\$ 69,332 00	\$ 69,332 00
35	0108 2	MONITOR EXISTING STRUCTURES - VIBRATION MONITORING	1	LS	\$ 155,477 00	\$ 155,477 00
36	0110 1 1	CLEARING AND GRUBBING	27 73	AC	\$ 20,858 00	\$ 578,392 34
37	0110 4 10	REMOVAL OF EXISTING CONCRETE	9 455	SY	\$ 17 00	\$ 160,735 00
38	0110 7 1	MAILBOX, F&I, SINGLE	100	EA	\$ 217 00	\$ 21,700 00
39	0120 1	REGULAR EXCAVATION (ROADWAY) 2.802 4 CY & PONDS 93.408 0 CY)	98,210 4	CY	\$ 9 00	\$ 885,893 60
40	0120 6	EMBANKMENT (ROADWAY) 19 938 5 CY & PONDS 852 0 CY)	20,790 8	CY	\$ 10 00	\$ 207,908 00
41	0160 4	TYPE B STABILIZATION	58 391	SY	\$ 10 00	\$ 583,910 00
42	0285 704	OPTIONAL BASE, BASE GROUP 04	668	SY	\$ 22 00	\$ 14,696 00
43	0285 706	OPTIONAL BASE, BASE GROUP 06	364	SY	\$ 60 00	\$ 21,840 00
44	0285 709	OPTIONAL BASE, BASE GROUP 09	58 493	SY	\$ 62 00	\$ 3,628,566 00
45	0327 70 1	MILLING EXIST. ASPH. PAVT. 1" AVG. DEPTH	958	SY	\$ 10 00	\$ 9,580 00
46	0327 70 6	MILLING EXIST. ASPH. PAVT. 1.5" AVG. DEPTH	1,855	SY	\$ 24 00	\$ 44,520 00
47	0334 1 12	SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC B)	1,141 30	TN	\$ 254 00	\$ 289,890 20
48	0334 1 13	SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C)	5,626 7	TN	\$ 194 00	\$ 1,130,379 80
49	0337 7 81	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC-12 5, PG 76-22	700 7	TN	\$ 387 00	\$ 271,170 90
50	0337 7 83	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12 5, PG 76-22	3,657 90	TN	\$ 250 00	\$ 914,475 00
51	0339 1	MISCELLANEOUS ASPHALT PAVEMENT	8 7	TN	\$ 1,528 00	\$ 13,293 60
52	0400 0 11	CONCRETE CLASS NS, GRAVITY WALL	10 1	CY	\$ 1,616 00	\$ 16,321 60
53	0520 1 7	CONCRETE CURB & GUTTER, TYPE E	7 195	LF	\$ 25 00	\$ 179,875 00

SCHEDULE "A"

LINE #	PAY ITEM NO.	ITEM DESCRIPTION	QUAN	UNIT	UNIT PRICE	AMOUNT
54	0520 1 10	CONCRETE CURB & GUTTER, TYPE F	19.300	LF	\$ 24.00	\$ 463,200.00
55	0520 2 2	CONCRETE CURB, TYPE B	4.730	LF	\$ 24.00	\$ 113,520.00
56	0520 2 4	CONCRETE CURB, TYPE D	143.0	LF	\$ 30.00	\$ 4,290.00
57	0520 2 8	CONCRETE CURB, TYPE RA	668.0	LF	\$ 37.00	\$ 24,642.00
58	0522 1	CONCRETE SIDEWALK, 4" THICK	8,994.0	SY	\$ 51.00	\$ 458,694.00
59	0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	8,695.0	SY	\$ 63.00	\$ 547,785.00
60	0523 1	PATTERNED PAVEMENT, VEHICULAR AREAS	88	SY	\$ 124.00	\$ 10,912.00
61	0523 2	PATTERNED PAVEMENT, NON-VEHICULAR AREAS	2,051	SY	\$ 118.00	\$ 242,018.00
62	0527 2	DETECTABLE WARNINGS	1,116	SF	\$ 55.00	\$ 61,380.00
63	0528 1	DIRECTIONAL INDICATORS	174	SF	\$ 55.00	\$ 9,570.00
64	0536 73	GUARDRAIL REMOVAL	131	LF	\$ 17.00	\$ 2,227.00
65	0536 81 12	GUARDRAIL TRANSITION CONNECTION TO RIGID BARRIER, F&I, APPROACH TL-3	2	EA	\$ 5,265.00	\$ 10,530.00
66	0536 85 24	GUARDRAIL END TREATMENT, PARALLEL APPROACH TERMINAL	2	EA	\$ 5,082.00	\$ 10,164.00
67	0542 70	CONCRETE BUMPER GUARD FOR PARKING LOT	11	EA	\$ 134.00	\$ 1,474.00
68	0570 1 2A	PERFORMANCE TURF, 80D (BAHIA)	19,072	SY	\$ 6.50	\$ 123,968.00
69	0570 1 2	PERFORMANCE TURF, 80D (ST. AUGUSTINE)	19,072	SY	\$ 9.50	\$ 181,184.00
70	2000 1	UTILITY COORDINATION	1	LS	\$ 59,324.00	\$ 59,324.00
71	0400 0 11C	CONCRETE CLASS NS, GRAVITY WALL	150	CY	\$ 600.00	\$ 90,000.00
72	0515 2 311C	PEDESTRIAN/BICYCLE RAILING, ALUMINUM ONLY, 42" TYPE I	800	LF	\$ 100.00	\$ 80,000.00
73	0522 1C	CONCRETE SIDEWALK (THICKENED SIDEWALK SECTION ONLY)	100	CY	\$ 170.00	\$ 17,000.00
74					Sub Total:	\$ 17,635,260.36
75		DRAINAGE				
76	PAY ITEM NO.	ITEM DESCRIPTION	QUAN	UNIT	UNIT PRICE	AMOUNT
77	0104 10 3	SEDIMENT BARRIER	18,000	LF	\$ 1.00	\$ 18,000.00
78	0104 11	DUAL FLOATING TURBIDITY BARRIER	1,059	LF	\$ 20.00	\$ 21,180.00
79	0104 15	SOIL TRACKING PREVENTION DEVICE	3	EA	\$ 3,029.00	\$ 9,087.00
80	0120 4	SUBSOIL EXCAVATION	495.0	CY	\$ 25.00	\$ 12,375.00
81	0425 1 351	INLETS, CURB, TYPE P-5 ≤ 10'	13	EA	\$ 6,566.00	\$ 85,358.00
82	0425 1 361	INLETS, CURB, TYPE P-6 ≤ 10'	23	EA	\$ 7,667.00	\$ 176,341.00
83	0425 1 451	INLETS, CURB, TYPE J-5 ≤ 10'	4	EA	\$ 8,652.00	\$ 35,408.00
84	0425 1 461	INLETS, CURB, TYPE J-6 ≤ 10'	4	EA	\$ 9,958.00	\$ 39,832.00
85	0425 1 462	INLETS, CURB, TYPE J-6 > 10'	1	EA	\$ 18,347.00	\$ 18,347.00
86	0425 1 521	INLETS, DT BOT, TYPE C ≤ 10'	1	EA	\$ 3,795.00	\$ 3,795.00
87	0425 1 541	INLETS, DT BOT, TYPE D ≤ 10'	1	EA	\$ 7,791.00	\$ 7,791.00
88	0425 1 551	INLETS, DT BOT, TYPE E ≤ 10'	35	EA	\$ 5,251.00	\$ 183,785.00
89	0425 1 552	INLETS, DT BOT, TYPE E > 10'	2	EA	\$ 10,294.00	\$ 20,588.00
90	0425 1 553	INLETS, DT BOT, TYPE E J BOT ≤ 10'	2	EA	\$ 11,566.00	\$ 23,132.00
91	0425 1 571	INLETS, DT BOT, TYPE G < 10'	1	EA	\$ 10,087.00	\$ 10,087.00
92	0425 1 572	INLETS, DT BOT, TYPE G > 10'	1	EA	\$ 12,473.00	\$ 12,473.00
93	0425 1 581	INLETS, DT BOT, TYPE H < 10'	2	EA	\$ 10,087.00	\$ 20,174.00
94	0425 1 711	INLETS, GUTTER, TYPE V ≤ 10'	3	EA	\$ 5,937.00	\$ 17,811.00
95	0425 2 41	MANHOLES P-7 ≤ 10'	9	EA	\$ 6,110.00	\$ 54,990.00
96	0425 2 70	MANHOLES J-7 ≤ 10'	13	EA	\$ 7,505.00	\$ 97,565.00
97	0425 2 72	MANHOLES J-7 > 10'	3	EA	\$ 10,846.00	\$ 32,538.00
98	0425 10	YARD DRAIN	12	EA	\$ 15,000.00	\$ 180,000.00
99	0430 174 118	PIPE RCP 18" ROUND	1,540	LF	\$ 95.00	\$ 146,300.00
100	0430 174 124	PIPE RCP 24" ROUND	8,648	LF	\$ 85.00	\$ 735,080.00
101	0430 174 130	PIPE RCP 30" ROUND	549	LF	\$ 185.00	\$ 101,565.00
102	0430 174 136	PIPE RCP 36" ROUND	1,350	LF	\$ 250.00	\$ 337,500.00
103	0430 174 142	PIPE RCP 42" ROUND	525	LF	\$ 290.00	\$ 152,250.00
104	0430 174 148	PIPE RCP 48" ROUND	271	LF	\$ 340.00	\$ 92,140.00
105	0430 174 172	PIPE RCP 72" ROUND	173	LF	\$ 1.00	\$ 173.00
106	0430 175 118	PIPE RCP ELLIPTICAL 18" (14"x23")	45	LF	\$ 141.00	\$ 6,345.00
107	0430 175 224	PIPE RCP ELLIPTICAL 24" (19"x30")	169	LF	\$ 173.00	\$ 29,237.00
108	0430 175 242	PIPE RCP ELLIPTICAL 42" (34"x53")	384	LF	\$ 532.00	\$ 193,848.00
109	0430 530 100	STRAIGHT CONCRETE ENDWALL (30")	1	EA	\$ 6,146.00	\$ 6,146.00
110	0430 536 200	STRAIGHT CONCRETE ENDWALL (36") (DOUBLE)	2	EA	\$ 14,917.00	\$ 29,834.00

SCHEDULE "A"

LINE #	PAY ITEM NO.	ITEM DESCRIPTION	QUAN	UNIT	UNIT PRICE	AMOUNT
111	0430 542 100	STRAIGHT CONCRETE ENDWALL (42")	2	EA	\$ 10,894.00	\$ 21,788.00
112	0430 542 102	STRAIGHT CONCRETE ENDWALL (34"x53")	4	EA	\$ 11,285.00	\$ 45,140.00
113	0530 3 4	RIPRAP-RUBBLE, DITCH LINING	300	TN	\$ 132.00	\$ 39,600.00
114	0530 74	BEDDING STONE	100	CY	\$ 339.00	\$ 33,900.00
115					Sub Total:	\$ 3,051,303.00
116		SIGNING AND PAVEMENT MARKING				
117	PAY ITEM NO.	ITEM DESCRIPTION	QUAN	UNIT	UNIT PRICE	AMOUNT
118	0700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	98	AS	\$ 451.00	\$ 44,198.00
119	0700 1 12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	3	AS	\$ 1,540.00	\$ 4,620.00
120	0700 1 50	SINGLE POST SIGN, RELOCATE	15	AS	\$ 207.00	\$ 3,105.00
121	0700 1 60	SINGLE POST SIGN, REMOVE	48	AS	\$ 33.00	\$ 1,584.00
122	0700 1 99	SINGLE POST DECORATIVE SIGN	17	AS	\$ 3,982.00	\$ 67,694.00
123	0700 2 13	MULTI- POST SIGN, F&I GROUND MOUNT, 21-30 SF	2	AS	\$ 8,488.00	\$ 16,976.00
124	0705 10 1	OBJECT MARKER, TYPE 1	5	EA	\$ 154.00	\$ 770.00
125	0705 11 1	DELINEATOR, FLEXIBLE TUBULAR	11	EA	\$ 133.00	\$ 1,463.00
126	0706 1 3	RAISED PAVEMENT MARKERS	848	EA	\$ 4.50	\$ 3,807.00
127	0710 11 290	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, ISLAND NOSE	131	SF	\$ 4.00	\$ 524.00
128	0710 90	PAINTED PAVEMENT MARKING-FINAL SURFACE	1	LS	\$ 50,835.00	\$ 50,835.00
129	0711 11 123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK	3337	LF	\$ 2.00	\$ 6,674.00
130	0711 11 124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	437	LF	\$ 3.50	\$ 1,529.50
131	0711 11 125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	628	LF	\$ 6.00	\$ 3,756.00
132	0711 11 141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	0 645	GM	\$ 1,389.00	\$ 895.91
133	0711 11 144	THERMOPLASTIC, STANDARD, WHITE, 2-2 DOTTED EXTENSION LINE, 12" FOR ROUNDABOUT	0 044	GM	\$ 9,174.00	\$ 403.66
134	0711 11 160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	5	EA	\$ 372.00	\$ 1,860.00
135	0711 11 170	THERMOPLASTIC, STANDARD, WHITE, ARROW	52	EA	\$ 83.00	\$ 4,316.00
136	0711 11 180	THERMOPLASTIC, STANDARD, WHITE, YIELD LINE	128	LF	\$ 5.00	\$ 630.00
137	0711 11 224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONALS AND CHEVRONS	156	LF	\$ 3.50	\$ 546.00
138	0711 11 241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE /6-10 DOTTED EXTENSION LINE, 6"	0 067	GM	\$ 3,545.00	\$ 237.52
139	0711 11 421	THERMOPLASTIC, STANDARD, BLUE, SOLID, 6"	36	LF	\$ 3.50	\$ 126.00
140	0711 14 125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	2090	LF	\$ 13.00	\$ 27,170.00
141	0711 14 160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	60	EA	\$ 239.00	\$ 14,340.00
142	0711 14 170	THERMOPLASTIC, PREFORMED, WHITE, ARROW	53	EA	\$ 239.00	\$ 12,667.00
143	0711 16 101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	6 589	GM	\$ 5,439.00	\$ 35,837.57
144	0711 16 201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	4 134	GM	\$ 5,512.00	\$ 22,766.61
145	0711 16 231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	0 633	GM	\$ 1,547.00	\$ 979.25
146	0713 103101	PERMANENT TAPE, WHITE, SOLID, 6" FOR CONCRETE BRIDGES	0 080	GM	\$ 33,638.00	\$ 2,691.04
147	0713 103201	PERMANENT TAPE, YELLOW, SOLID, 6" FOR CONCRETE BRIDGES	0 040	GM	\$ 33,638.00	\$ 1,345.52
148					Sub Total:	\$ 334,367.57
149		LIGHTING				
150	PAY ITEM NO.	ITEM DESCRIPTION	QUAN	UNIT	UNIT PRICE	AMOUNT
151	0630 2 11	CONDUIT F & I, OPEN TRENCH	6589	LF	\$ 11.00	\$ 72,479.00
152	0630 2 12	CONDUIT F & I, DIRECTIONAL BORE	3484	LF	\$ 32.00	\$ 110,848.00
153	0630 2 15	CONDUIT, FURNISH & INSTALL, BRIDGE MOUNT	462	LF	\$ 1.00	\$ 462.00
154	0633 1 122	FIBER OPTIC CABLE, F&I, UNDERGROUND, 13-48 FIBERS	100	LF	\$ 3.50	\$ 350.00
155	0633 1 123	FIBER OPTIC CABLE, F&I, UNDERGROUND, 49-96 FIBERS	10270	LF	\$ 6.00	\$ 61,620.00
156	0633 2 31	FIBER OPTIC CONNECTION, INSTALL, SPLICE	176	EA	\$ 51.00	\$ 8,976.00
157	0633 3 11	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE ENCLOSURE	3	EA	\$ 1,693.00	\$ 5,079.00
158	0633 3 12	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAY	16	EA	\$ 67.00	\$ 1,072.00
159	0635 2 11	PULL AND SPLICE BOX, F&I, 13" X 24" COVER SIZE	96	EA	\$ 851.00	\$ 81,696.00
160	0635 2 12	PULL AND SPLICE BOX, F&I, 24" X 36" COVER SIZE	30	EA	\$ 1,853.00	\$ 55,590.00
161	0635 2 13	PULL & SPLICE BOX, F&I, 30" X 60" RECTANGULAR OR 36" ROUND COVER SIZE	2	EA	\$ 3,428.00	\$ 6,856.00
159	0639 1 122	ELECTRICAL POWER SERVICE, F & I, UNDERGROUND, METER FURNISHED BY CONTRACTOR	2	AS	\$ 1,939.00	\$ 3,878.00
160	0639 2 1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	50	LF	\$ 19.00	\$ 950.00
161	0715 1 12	LIGHTING CONDUCTORS, F & I, NO. 6 TO NO. 6	36697	LF	\$ 2.00	\$ 73,394.00
162	0715 1 13	LIGHTING CONDUCTORS, F & I, NO. 4 TO NO. 2	7315	LF	\$ 3.50	\$ 25,602.50

SCHEDULE "A"

LINE #	PAY ITEM NO.	ITEM DESCRIPTION	QUAN	UNIT	UNIT PRICE	AMOUNT
163	0715 7 11	LOAD CENTER F & I. SECONDARY VOLTAGE	2	EA	\$ 12,731.00	\$ 25,462.00
164	0715 52 8	LIGHTING, SPECIAL LIGHTING	3	LS	\$ 42,880.00	\$ 128,640.00
165	0715 500 1	POLE CABLE DISTRIBUTION SYSTEM CONVENTIONAL	63	EA	\$ 664.00	\$ 41,832.00
166	0715 511 125	LIGHT POLE COMPLETE- SPECIAL DESIGN, F&I, SINGLE ARM SHOULDER MOUNT, ALUMINUM 25'	6	EA	\$ 6,287.00	\$ 37,722.00
167	0715 516 115	LIGHT POLE COMPLETE- SPECIAL DESIGN, F&I, POLE TOP MOUNT, ALUMINUM, 15'	57	EA	\$ 5,220.00	\$ 297,540.00
168					Sub Total:	\$ 1,040,048.50
169		SIGNALIZATION				
170	PAY ITEM NO.	ITEM DESCRIPTION	QUAN	UNIT	UNIT PRICE	AMOUNT
171	0630 2 11	CONDUIT, F&I, OPEN TRENCH	30	LF	\$ 6.50	\$ 195.00
172	0630 2 12	CONDUIT, F&I, DIRECTIONAL BORE	270	LF	\$ 35.00	\$ 9,450.00
173	0632 7 1	SIGNAL CABLE - NEW OR RECONSTRUCTED INTERSECTION F&I	1	PI	\$ 12,999.00	\$ 12,999.00
174	0632 7 6	SIGNAL CABLE, REMOVE - INTERSECTION	1	PI	\$ 3,533.00	\$ 3,533.00
175	0633 1 121	FIBER OPTIC CABLE, F&I, UNDERGROUND, 2-12 FIBERS	30	LF	\$ 4.00	\$ 120.00
176	0633 1 123	FIBER OPTIC CABLE, F&I, UNDERGROUND, 49-96 FIBERS	30	LF	\$ 4.00	\$ 120.00
177	0635 2 11	PULL & SPLICE BOX, F&I, 13"x24" COVER SIZE	18	EA	\$ 876.00	\$ 15,768.00
178	0639 1 122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND	1	AS	\$ 3,012.00	\$ 3,012.00
179	0639 2 1	ELECTRICAL SERVICE WIRE, F&I	30	LF	\$ 6.50	\$ 195.00
180	0639 3 11	ELECTRICAL SERVICE DISCONNECT	1	EA	\$ 453.00	\$ 453.00
181	0641 2 12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-11 SERVICE POLE	1	EA	\$ 1,542.00	\$ 1,542.00
182	0646 1 11	ALUMINUM SIGNAL POLES, PEDESTAL	8	EA	\$ 1,827.00	\$ 14,616.00
183	0646 1 60	ALUMINUM SIGNAL POLES, REMOVE	4	EA	\$ 391.00	\$ 1,564.00
184	0649 21 3	STEEL MAST ARM ASSEMBLY, F&I, SINGLE ARM 40'	1	EA	\$ 65,586.00	\$ 65,586.00
185	0649 21 6	STEEL MAST ARM ASSEMBLY, F&I, SINGLE ARM 50'	2	EA	\$ 69,576.00	\$ 139,152.00
186	0649 21 10	STEEL MAST ARM ASSEMBLY, F&I, SINGLE ARM 60'	1	EA	\$ 75,947.00	\$ 75,947.00
187	0650 1 14	VEHICULAR TRAFFIC SIGNAL - VIDEO, F&I ALUMINUM, 3 SECTION, 1 WAY	4	AS	\$ 1,145.00	\$ 4,580.00
188	0650 1 16	VEHICULAR TRAFFIC SIGNAL - VIDEO, F&I ALUMINUM, 4 SECTION, 1 WAY	4	AS	\$ 1,526.00	\$ 6,104.00
189	0653 1 11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	8	AS	\$ 922.00	\$ 7,376.00
190	0660 4 11	VEHICLE DETECTION SYSTEM - VIDEO, F&I, CABINET EQUIPMENT	1	EA	\$ 17,827.00	\$ 17,827.00
191	0660 4 12	VEHICLE DETECTION SYSTEM - VIDEO, F&I, ABOVE GROUND EQUIPMENT	4	EA	\$ 4,236.00	\$ 16,944.00
192	0665 1 11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	8	EA	\$ 179.00	\$ 1,432.00
193	0670 5 110	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA	1	AS	\$ 38,002.00	\$ 38,002.00
194	0670 5 600	TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET	1	AS	\$ 816.00	\$ 816.00
195	0682 1 113	ITS CCTV CAMERA, F&I DOME PTZ ENCLOSURE - PRESSURIZED, IP, HIGH DEFINITION	4	EA	\$ 9,417.00	\$ 37,668.00
196	0700 3 101	SIGN PANEL, F&I GROUND MOUNT, UP TO 12 SF	16	EA	\$ 106.00	\$ 1,696.00
197	0700 3 201	SIGN PANEL - F&I OVERHEAD MOUNT UP TO 12 SF	4	EA	\$ 710.00	\$ 2,840.00
198	0700 5 22	INTERNALLY ILLUMINATED SIGN, F&I, OVERHEAD MOUNT, 12-18 SF	4	EA	\$ 3,644.00	\$ 14,576.00
199					Sub Total:	\$ 494,113.00
200		LANDSCAPE				
201	PAY ITEM NO.	ITEM DESCRIPTION (SIZE / REMARKS)	QUAN	UNIT	UNIT PRICE	AMOUNT
202	570-1-2	PERFORMANCE TURF, SOD (STENOTAPHRUM SECUNDATUM 'FLORATUM' - ST. AUGUSTINE)	2,584.0	SY	\$ 10.00	\$ 25,840.00
203	580-1	RETAINING WALL (STONE)	1	LS	\$ 14,014.00	\$ 14,014.00
204	580-6A	ROOT BARRIER 12" (12" ROOT BARRIER WALKS)	770.0	LF	\$ 14.00	\$ 10,780.00
205	580-6B	ROOT BARRIER 24" (24" ROOT BARRIER UTILITIES)	2,444.0	LF	\$ 32.00	\$ 78,208.00
206		1 YR LANDSCAPE MAINTENANCE	1	LS	\$ 132,782.00	\$ 132,782.00
207		Chrysobalanus icaco 'Horizontalis' - Dwarf Cocoplum (#3 GAL, 1'x 1.5', 2' OC)	348	EA	\$ 60.00	\$ 20,880.00
208		Ficus macrophylla 'Green Island' - Green Island Ficus (#3 GAL, 1.5'x 1.5', 2' OC)	60	EA	\$ 22.00	\$ 1,320.00
209		Muhlenbergia capillans - Muhly Grass (#1 GAL, 1.5'x 1', 2' OC)	242	EA	\$ 9.00	\$ 2,178.00
210		Spartina bakeri - Sand Cordgrass (#3 GAL, 1.5'x 1.5', 2' OC)	682	EA	\$ 14.00	\$ 9,268.00
211		Tripsacum floridana - Dwarf Fakahatchee Grass (#3 GAL, 2'x 2', 2.5' OC)	150	EA	\$ 9.00	\$ 1,350.00
212		Tripsacum dactyloides - Fakahatchee Grass (#3 GAL, 2'x 2', 2.5' OC)	532	EA	\$ 13.00	\$ 6,916.00
213		Littoral Plantings - Spartina bakeri - Sand Cordgrass (#3 GAL, 1.5'x 1.5', 2' OC)	2,314	EA	\$ 14.00	\$ 32,396.00
214		LITTORAL SHELF PLANTINGS 25% Pontederia cordata (Pickerelweed), 25% Canna flaccida (Golden Canna), 25% Sagittaria latifolia (Duck Potato), 25% Elychans interstincta (Jointed Spikerush) (LINEARS, 18" O.C., BARE ROOT PLANTED IN NATURALISTIC PATTERN IN GROUPS OF 15-35 PLANTS)	4,843	EA	\$ 4.00	\$ 18,572.00
215						\$ -

SCHEDULE "A"

LINE #	PAY ITEM NO.	ITEM DESCRIPTION	QUAN	UNIT	UNIT PRICE	AMOUNT
216		Acer rubrum - Red Maple (12'x 5' 2.5" CAL. FULL)	9	EA	\$ 809 00	\$ 7,281 00
217		Clusia flava - Small Leaf Clusia (#7 2' x 2' 3" O.C)	36	EA	\$ 51 00	\$ 1,836 00
218		Crinum Augustum 'Queen Emma' - Purple Crinum Lily (#7 30" x 30")	4	EA	\$ 70 00	\$ 280 00
219		Delonix regia - Royal Poinciana (12'x 7' 3.5" CAL)	4	EA	\$ 1,019 00	\$ 4,078 00
220		Livistonia decipiens - Ribbon Palm (8'-10' CT. SINGLE DC TRUNK)	39	EA	\$ 1,259 00	\$ 49,101 00
221		Lagerstroemia indica 'Muskogee'- Crepe Myrtle (12' OA x 6' SPRD. MULTI 3 STEM MIN. FULL, 5' MIN CT.)	44	EA	\$ 673 00	\$ 29,612 00
222		Lagerstroemia indica 'Tuskegee'- Crepe Myrtle (12' OA x 6' SPRD. MULTI 3 STEM MIN. FULL, 5' MIN CT.)	46	EA	\$ 885 00	\$ 40,710 00
223		Lagerstroemia indica 'Tuscarora'- Crepe Myrtle (12' OA x 6' SPRD. MULTI 3 STEM MIN. FULL, 5' MIN CT.)	47	EA	\$ 884 00	\$ 41,548 00
224		Ptychosperma elegans - Solitaire Palm (MIN 10' CT. SINGLE, MAX 4' CAL. MATCHED)	56	EA	\$ 837 00	\$ 46,872 00
225		Quercus virginiana - Live Oak (16' OA x 8' SPRD. 3.5" CAL. FULL 5' CT)	28	EA	\$ 1,019 00	\$ 28,532 00
226		Sabal palmetto - Sabal Palmetto (10' 14' 20' CT. STGG. (1/3 EACH SIZE), BOOTED/SLICK MIX)	72	EA	\$ 535 00	\$ 38,520 00
227		Sabal palmetto - Sabal Palmetto (10' 14' 20' CT. STGG. (1/3 EACH SIZE), SLICK, CURVED TRUNK)	36	EA	\$ 619 00	\$ 22,284 00
228		Taxodium distichum - Bald Cypress (14'-16' OA. 4.5" CAL)	10	EA	\$ 911 00	\$ 9,110 00
229		Taxodium distichum - Bald Cypress (12'-14' OA. 2.5" CAL)	14	EA	\$ 827 00	\$ 11,578 00
230		Taxodium distichum - Bald Cypress (#7 GAL. 5'-6' OA)	23	EA	\$ 103 00	\$ 2,369 00
231					Sub Total:	\$ 688,213.00
232		IRRIGATION				
233		IRRIGATION SYSTEM COMPONENTS				
234	PAY ITEM NO.	ITEM DESCRIPTION	QUAN	UNIT	UNIT PRICE	AMOUNT
235		Rain Bird 1401 Bubbler	878	EA	\$ 29 00	\$ 25,462 00
236		Rain Bird #1806-SAM-PRS with MP Rotator Nozzles - End Strip	14	EA	\$ 40 00	\$ 560 00
237		Rain Bird #1806-SAM-PRS with MP Rotator Nozzles - Side Strip	39	EA	\$ 40 00	\$ 1,560 00
238		Rain Bird #1806-SAM-PRS with MP1000 Rotator Nozzles - 6". 10' HALF	503	EA	\$ 40 00	\$ 20,120 00
239		Rain Bird 1 0" PESB Valve (Model #100PESB) with Nibco T-113 Gate Valve in Jumbo NDS Valve Box (Model #218BCB)	7	EA	\$ 740 00	\$ 5,180 00
240		Rain Bird 1 5" PESB Valve (Model #150PESB) with Nibco T-113 Gate Valve in Jumbo NDS Valve Box (Model #218BCB)	17	EA	\$ 917 00	\$ 15,589 00
241		RAIN BIRD ESP-SITE-SAT-2S 40 STATION CONTROLLER IN STAINLESS PEDESTAL WITH A 120 VAC DUPLEX SURGE RECEPTACLE. ONE 24 STATION OUTPUT BOARD. 1 MSP-1 SURGE PROTECTOR. 1 PTPWR 24V POWER SUPPLY. 1 SLOW BLOW BUSS FUSE AND ONE 24V ICE CUBE MASTER VALVE RELAY AND GROUNDING GRID	3	EA	\$ 19,157 00	\$ 57,471 00
242		Rain Bird Rain Can on a 2" Galvanized Steel Pole	2	EA	\$ 2,403 00	\$ 4,806 00
243		ELECTRIC SERVICE POINT	2	EA	\$ 559 00	\$ 1,118 00
244		Electric Service/Communication Conduit and Wires	10929	EA	\$ 18 00	\$ 196,722 00
245		Class 200 PVC Lateral Pipe	24070	EA	\$ 5 00	\$ 120,350 00
246		Class 200 PVC Mainline Pipe	4669	EA	\$ 25 00	\$ 121,725 00
247		OR13.5-4710 IPS HDPE Main Line with Fusion Welded Fittings (Size Noted on Plans)	640	EA	\$ 26 00	\$ 16,640 00
248		Sch 40 PVC Sleeves (Size Noted on Plans. Sleeves installed with Roadway)	7470	EA	\$ 22 00	\$ 164,340 00
249		Rain Bird Control Zone Kit KCZ-100-PRBR with Nibco T-113 Gate Valve in Jumbo NDS Valve Box (Model #218BCB)	1	EA	\$ 997 00	\$ 997 00
250		Rain Bird Control Zone Kit KCZ-150-LCDR with Nibco T-113 Gate Valve in Jumbo NDS Valve Box (Model #218BCB)	4	EA	\$ 1,136 00	\$ 4,544 00
251		2" IRRIGATION WATER METER	2	EA	\$ 2,562 00	\$ 5,124 00
252		2" BACKFLOW PREVENTER	2	EA	\$ 6,794 00	\$ 13,588 00
253		AIR RELEASE VALVE	3	EA	\$ 1,981 00	\$ 5,943 00
254		ISOLATION VALVE	12	EA	\$ 2,543 00	\$ 30,516 00
255					Sub Total:	\$ 812,355.00
256		UTILITY RELOCATION				
257	PAY ITEM NO.	ITEM DESCRIPTION	QUAN	UNIT	UNIT PRICE	AMOUNT
258	S-1	2" LPFM PVC SANITARY	450	LF	\$ 30 00	\$ 13,500 00
259	S-2	2 5" LPFM PVC SANITARY	2,200	LF	\$ 22 00	\$ 48,400 00
258	S-3	3" LPFM PVC SANITARY	1,600	LF	\$ 32 00	\$ 51,200 00

SCHEDULE "A"

LINE #	PAY ITEM NO.	ITEM DESCRIPTION	QUAN	UNIT	UNIT PRICE	AMOUNT
259	S-4	4" LPFM PVC SANITARY	2,200	LF	\$ 46 00	\$ 101,200 00
260	S-5	6" LPFM PVC SANITARY	2,100	LF	\$ 70 00	\$ 147,000 00
261	S-6	SDR-21 PVC FITTINGS WEIGHTS	2	TN	\$ 100 00	\$ 200 00
262	S-7	IN-LINE CLEANOUT / WITH AIR RELEASE VALVE	18	EA	\$ 6,469 00	\$ 116,442 00
263	S-8	TERMINAL CLEANOUTS	1	EA	\$ 3,119 00	\$ 3,119 00
264	S-9	2" BALL VALVE	1	EA	\$ 1,971 00	\$ 1,971 00
265	S-10	2 5" GATE VALVE	3	EA	\$ 1,534 00	\$ 4,602 00
266	S-11	3" GATE VALVE	1	EA	\$ 1,714 00	\$ 1,714 00
267	S-12	4" GATE VALVE	4	EA	\$ 1,803 00	\$ 7,212 00
268	S-13	6" GATE VALVE	2	EA	\$ 2,184 00	\$ 4,368 00
269	S-14	6" LINE STOP	1	EA	\$ 5,937 00	\$ 5,937 00
270	S-15	6"x6" TAPPING SLEEVE AND VALVE	6	EA	\$ 5,454 00	\$ 32,724 00
271	S-16	2'-6" PIPE / GROUTING	8,100	LF	\$ 10 00	\$ 81,000 00
272	S-17	LPFM SERVICE PIPE (RESIDENTIAL)	1,250	LF	\$ 40 00	\$ 50,000 00
273	S-18	LPFM SERVICE SINGLE	30	EA	\$ 2,000 00	\$ 60,000 00
274	S-19	LPFM SERVICE DOUBLE	11	EA	\$ 2,400 00	\$ 26,400 00
275	W-1	6" PVC WATERMAIN	1,100	LF	\$ 100 00	\$ 110,000 00
276	W-2	8" PVC WATERMAIN	320	LF	\$ 145 00	\$ 46,400 00
277	W-3	12" PVC WATERMAIN	5,700	LF	\$ 132 00	\$ 752,400 00
278	W-4	AWWA C153 FITTINGS WEIGHTS	4	TN	\$ 37,204 00	\$ 148,816 00
279	W-5	4" LINE STOP	6	EA	\$ 1 00	\$ 6 00
280	W-6	4"x4" TAPPING SLEEVE AND VALVE	6	EA	\$ 1 00	\$ 6 00
281	W-7	6" GATE VALVE	1	EA	\$ 2,277 00	\$ 2,277 00
282	W-8	6" LINE STOP	16	EA	\$ 5,937 00	\$ 94,992 00
283	W-9	6"x6" TAPPING SLEEVE AND VALVE	11	EA	\$ 5,922 00	\$ 65,142 00
284	W-10	8" GATE VALVE	2	EA	\$ 3,109 00	\$ 6,218 00
285	W-11	8" LINE STOP	5	EA	\$ 6,515 00	\$ 32,575 00
286	W-12	8"x8" TAPPING SLEEVE AND VALVE	2	EA	\$ 7,394 00	\$ 14,788 00
287	W-13	12" GATE VALVE	10	EA	\$ 5,478 00	\$ 54,780 00
288	W-14	12" LINE STOP	6	EA	\$ 8,882 00	\$ 53,292 00
289	W-15	12"x12" TAPPING SLEEVE AND VALVE	4	EA	\$ 10,326 00	\$ 41,304 00
290	W-16	24"x12" TAPPING SLEEVE AND VALVE	1	EA	\$ 11,424 00	\$ 11,424 00
291	W-17	SAMPLE POINT	7	EA	\$ 2,000 00	\$ 14,000 00
292	W-18	FIRE HYDRANT ASSEMBLY (F&I)	12	AS	\$ 16,946 00	\$ 203,352 00
293	W-19	12" AC PIPE REMOVAL / GROUTING	200	LF	\$ 39 00	\$ 7,800 00
294	W-20	8" PVC PIPE REMOVAL / GROUTING	150	LF	\$ 13 00	\$ 1,950 00
295	W-21	12" PVC PIPE REMOVAL / GROUTING	5,380	LF	\$ 14 00	\$ 75,320 00
296	W-22	WATER SERVICE PIPE (RESIDENTIAL)	2,850	LF	\$ 30 00	\$ 85,500 00
297	W-24	WATER SERVICE SINGLE	25	EA	\$ 2,400 00	\$ 60,000 00
298	W-25	WATER SERVICE DOUBLE	33	EA	\$ 2,600 00	\$ 85,800 00
299	W-26	RELOCATION OF WATER VALVE	5	EA	\$ 2,665 00	\$ 13,325 00
300	W-1C	12" DIP WATERMAIN	280	LF	\$ 200 00	\$ 56,000 00
301	W-2C	WATER METER (RESIDENTIAL)	15	EA	\$ 700 00	\$ 10,500 00
302	S-1C	LPFM DEFLECTION	24	EA	\$ 1 00	\$ 24 00
303	S-2C	8" FM DEFLECTION	220	LF	\$ 500 00	\$ 110,000 00
					Sub Total:	\$ 2,914,880.00
		GRAND TOTAL				\$ 29,997,174.23