

**CITY OF PORT SAINT LUCIE  
CONTRACT #20240082**

This CONTRACT, executed this \_\_\_\_\_ day of November, 2024, 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,” party of the first part, and FELIX CIVIL CONSTRUCTION, LLC, 8528 SW Kansas Avenue, Stuart, Florida 34997, Telephone No. (772) 220-2722 Fax No. (772) 220-2728, hereinafter called “Contractor,” party of the second part. City and Contractor may be referred to herein as a “party” or collectively as the “parties.”

**RECITALS**

**WHEREAS**, Contractor is a licensed company doing business in Florida; and

**WHEREAS**, the City wishes to contract with a contractor to Construct the Floresta Drive Phase 3 Project, as well as other tasks (Work) more specifically described in this Contract; and

**WHEREAS**, Contractor is qualified, willing, and able to provide the Work on the terms and conditions set forth herein; and

**WHEREAS**, the City desires to enter into this Contract with Contractor to perform the Work specified and, in an amount, agreed to 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 I  
NOTIFICATIONS**

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 by Fed-EX, UPS, courier or other similar and reliable carrier and addressed as follows, unless written notice of a change of address is given pursuant to the provisions of this Contract. Each such notice shall be deemed to have been provided:

- I. The same day, if sent via email.
- II. Within one (1) day in the case of overnight hand delivery, courier, or Services such as Fed-Ex or UPS with guaranteed next day delivery; or,
- III. Within seven (7) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person or their designees and/or address shall be in writing to the other party and as provided herein.

As used herein the Project Manager shall mean:

Thomas Salvador, Project Manager, or his designee.  
City of Port St. Lucie Public Works Department  
121 SW Port St. Lucie Blvd.

Port St. Lucie, Fl. 34984  
Telephone: (772) 871-5187  
Email: [tsalvador@cityofpsl.com](mailto:tsalvador@cityofpsl.com)

As used herein the Contract Administrator shall mean:

Robyn Holder, CPPB  
City of Port St. Lucie Procurement Management Division  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, Fl. 34984  
Telephone: (772) 281-9284 Fax: (772) 871-7337  
Email: [rholder@cityofpsl.com](mailto:rholder@cityofpsl.com)

As used herein the Contractor for this project shall mean:

Benjamin Miller, Vice President  
Felix Civil Construction, LLC  
8528 SW Kansas Avenue  
Stuart, Florida 34997  
Telephone: 772-220-2722 Fax: 772-220-2728  
Email: [bmiller@felixcivil.com](mailto:bmiller@felixcivil.com)

## SECTION II DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20240082, **Construction Services for Floresta Drive Phase 3 Project**, including all Attachments, all Addenda, Construction Plans, Technical Specifications, Federal Required Contract Provisions, FDOT Specifications, and all other restrictions and requirements are incorporated by this reference.

The project will complete the construction of Floresta Drive from Crosstown Parkway to Prima Vista Boulevard. The project will be administered by the Public Works CIP & Half-Cent Sales Tax Project Management Group. The corridor improvements will include, but are not limited to, the following:

- Floresta Drive Phase 3
  - Clearing and grubbing
  - Earthwork
  - Erosion control
  - Pre-construction video of existing RCP
  - Drainage modifications
  - Baffle Box construction
  - Swale maintenance
  - Utility relocation
  - Roadway widening
  - Turn lane extensions
  - Construction of concrete sidewalk
  - Signing and pavement markings
  - Signalization work
  - Landscaping and irrigation
  
- D -11 Canal Improvements
  - Clearing and grubbing

- Earthwork
  - Erosion/Sediment control
  - Drainage modifications
  - Canal maintenance
  - Utility relocation
  - Fencing installation
  - Construction of concrete bulkheads
  - Monitor Existing Structures
  - Sheet Piling
  - Landscaping
- Intersection Improvements at Prima Vista Blvd.
    - Clearing and grubbing
    - Earthwork
    - Erosion control
    - Pre-construction video
    - Monitoring existing structures
    - Drainage modifications
    - Swale maintenance
    - Utility relocation
    - Roadway widening
    - Turn lane extensions
    - Construction of concrete sidewalk
    - Signing and pavement markings
    - Signalization work
    - Lighting
    - Landscaping and irrigation

The work shall be in accordance with the Florida Department of Transportation (FDOT) Standard Plans and Standard Specifications for Road and Bridge Construction (FY 2022-2023). The Contractor is to provide a complete project as shown and described in the Contract documents, bid specifications, and project plan set prepared by CONSOR Engineering, Inc., consisting of the following:

- “Construction Plans for Floresta Drive Phase 3” prepared by CONSOR Engineering, Inc.
- “Construction Plans for D-11 Drainage Canal Improvement Project,” prepared by CONSOR Engineering, Inc.
- “Construction Plans for St. Lucie County Prima Vista Boulevard Median Improvements” prepared by CONSOR Engineering, Inc.

The Contractor shall provide all materials, supplies, labor, and equipment necessary for a complete project based on all specifications and any Contract amendments that may be deemed necessary. The Contractor shall provide Maintenance of Traffic as required by the governing standards. The construction Contract period is one thousand ninety-five (1095) calendar days with no option for renewal. The Contractor shall provide record drawings.

As this project is immediately adjacent the St. Lucie River and is intersected by major drainage canals, the Contractor shall take all necessary steps to plan for stormwater management and maintenance for the life of the project.

### **SECTION III TIME OF PERFORMANCE**

The Contract Period start date will be \_\_\_\_\_ and will terminate one thousand and ninety-five (1,095) calendar days thereafter on \_\_\_\_\_. 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.

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.

**Hours of Service** - The standard hours of work allowed in the City of Port St. Lucie's right-of-way are from 7:00 a.m. to 5:00 p.m Monday through Friday. The standard allowable times for Sidewalk/Lane Closures is 8:00am to 4:00 pm, Monday through Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the Port St. Lucie Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor. This shall include, but not be limited to, costs of inspection, testing, police assistance, and construction administration.

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City and requires that the Contractor obtain a noise permit from the Port St. Lucie Police Department. All night work within the City's right-of-way requires a minimum forty-eight (48) hour prior notice to the City.

**SECTION IV  
RENWAL OPTION**

Not applicable

**SECTION V  
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 **\$50,894,335.18**. 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 five percent (5%) from each progress payment.

**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 to 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 of Liens, the Contractor may submit a Consent of Surety with the Final Invoice, though grant reporting requirements may necessitate Final Release of Lien for project closeout. 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 once per 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 XV 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: [PWPROJECTINVOICES@CITYOFPSL.COM](mailto:PWPROJECTINVOICES@CITYOFPSL.COM) and the 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 thirty (30) calendar days after the due date at the rate of one (1) percent per month on the unpaid balance.

**SECTION VI  
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. All changes will be authorized by a written change order approved by the Procurement Management Division prior to being implemented. 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 mutually agreed upon by all parties. 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 Manager shall be final and conclusive.

**SECTION VII  
CONFORMANCE WITH BID**

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

**SECTION VIII  
INDEMNIFICATION/ HOLD HARMLESS**

The Contractor agrees to indemnify, defend, and hold harmless, the City, its officers, agents, and employees, 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's control in connection with the Contractor's performance of services under this Contract. 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 agreement 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 employees 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. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work under this Contract. Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the work, and upon termination of this Contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the City. This indemnification shall survive the termination of this Contract.

**SECTION IX  
SOVERIEGN 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 X  
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 and 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, and/or 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 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(s) for benefits under Federal Workers' Compensation Statute (for 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 shall be listed as additional insured and shall include Contract #20240082– Construction Services for Floresta Drive Phase 3 Project."** The Policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to the City of Port St. Lucie, 121 SW Port St. Lucie Blvd, Port St. Lucie, Florida 34984, Attn: Procurement. 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.

Additionally, the Florida Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any general liability policies.

4. Business 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. Pollution Insurance: The Contractor shall procure and agree to maintain in full force during the term of this Contract, Pollution Liability Insurance in limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, for any operations relating to the handling, storage, and transportation of hazardous materials and/or waste. The City of Port St. Lucie shall be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis.
6. 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.
7. 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 is not obligated, to review and request a copy of the Contractor's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all independent contractors and/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, any independent contractors, or any subcontractors 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 is not obligated, 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.

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.

**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 for 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.

## **SECTION XI 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 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 XII  
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 subcontractor, 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 XIII  
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. Contractor and any subcontractors shall comply with section 119.0701, Florida Statutes. The Contractor and any subcontractors 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 Article I, section 24(a), Florida Constitution, and section 119.07(1)(a), Florida Statutes. Pursuant to section 119.10(2)(a), Florida Statutes, 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 sections 775.082 and 775.083, Florida Statutes.

**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, Florida Statutes, 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. (See [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 Contract.
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**

**TRADE SECRETS**

Any material submitted to the City that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including chapter 119, Florida Statutes) (“Trade Secret Materials”), must be separately submitted and conspicuously labeled: “EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET.” In addition, simultaneous with the submission of any Trade Secret Materials, the Contractor shall provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under section 688.002, Florida Statutes, and stating the factual basis to support the attestation. If a third party submits a request to the City of records designated by the Contract as Trade Secret Materials, the City shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by the Contractor. Contractor shall indemnify and defend the City, its employees, agents, assigns, successors, and subcontractors from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorney’s fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

**SECTION XIV  
NOTICE OF PERFORMANCE**

When required materials have been delivered and required work performed Contractor shall submit a request for inspection in writing to the Project Manager.

## **SECTION XV 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 material 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 V. If, upon such inspection the Project Manager is not satisfied, he shall as promptly as practical 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. In the City's sole option, such costs will be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. 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 moneys due to the Contractor or his Surety.

**Repair or Replacement** - Should any defect appear during the warranty period, 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 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.

The City shall be listed as an original owner on all manufacturers' warranties, if any, for materials and services. The warranties shall include a load rating at the end of construction that meets or exceeds AASHTO and Department standards and requirements.

**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 products are accepted by the City and Contractor has received 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 are 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, or his designee.

**Dress Code** – All personnel in the employ of the selected Contractor 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.

**Cooperative Purchasing Agreement** - This Contract may be expanded to include other governmental agencies. The Contractor 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 is advised that nothing contained in the contract or specifications shall create any contractual relations between the City and subcontractors of the Contractor.

**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 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.

**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, bitumens, 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 provide and maintain in a neat and sanitary condition such accommodations for the use of employees as may be deemed necessary to comply with the regulations of the County Board of Health or other bodies having jurisdiction. The Contractor shall commit no public nuisance.

**Access to Work** - The Contractor shall be responsible to permit the City, its inspectors, and other authorized representatives 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.

**Exceptions to FDOT Standards** – Weather days are defined as that the City will grant time extensions, on a day to day basis, for delays caused by the effects of rain or other inclement weather conditions, related adverse soils or

suspensions of operations that prevent the Contractor from working. No work requiring inspections / testing may be performed on days granted as weather days. If a Contractor claims a weather day, no work shall be performed.

**Conflicts** – If there is a conflict between FDOT Specifications and the City’s Specifications, the City Specifications will supersede, where permitted by law and the Grant.

**United States-Produced Iron and Steel Products:** Unless otherwise prohibited, Contractor shall comply with section 255.0993, Florida Statutes (2024), that “any iron or steel product permanently incorporated in the project be produced in the United States,” unless one of the exceptions under the statute applies.

**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 structures, 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.

**Conflict of Interest** – 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.

**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

## **SECTION XVII LICENSING**

Contractor warrants that he possesses a General Contractor license as well as all licenses and certificates 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 XVIII SAFETY PRECAUTIONS**

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

**Safety Data Sheets (SDS)** – The Contractor is required to provide a copy of the Safety Data Sheets (SDS) for all chemicals used in the execution of their work. The SDS must be maintained by the user agency.

**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, reflective vests and any other PPE as necessary for the work.

**Safety Precautions** - 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, coned off vehicles, arrow boards, and other warnings against hazards as is prudent and/or required by law to protect the public interest. The Contractor's employees shall wear company uniforms, safety vests, safety boots and safety glasses. All damage, injury, or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the selected Contractor's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Contractor at his sole expense.

**OSHA Compliance** – The Contractor 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 OSHA guidelines.

## **SECTION XIX ASSIGNMENT**

The Contractor shall not delegate, sublet or subcontract any part of the work, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title of interest therein or his obligations there under, or monies due or to become due under this Contract, without prior written consent of the City. If Contractor sells all or a majority of its shares, merges with, or otherwise is acquired by or unifies with a third party, it shall notify the City within ten (10) days. If after such notice, the City determines in its sole discretion, it may terminate the Contract, without penalty. In case the Contractor assigns remaining percent or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the



work called for in this Contract. Any assignment of the Contract shall in no way affect any provisions of Specifications or the Contract Documents.

## **SECTION XX TERMINATION, DELAYS, AND LIQUIDATED DAMAGES**

**Liquidated Damages for Delays.** If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, it being impossible to determine the actual damages occasioned by the delay, the Contractor shall provide to the City ten thousand two hundred and three (\$10,203.00) dollars, plus 0.00005 of any amount over \$20 million (rounded to the nearest whole dollar) as fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed. The parties agree that this amount represents a good faith estimate on the part of the parties as to the actual potential damages that would occur because of late completion. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of City's actual damages at the time of contracting. The Contractor and his sureties shall be jointly and severally liable to the City for the total amount thereof.

**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. Such a charge, in the City's option, may 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.

**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.

**SECTION XXI  
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, arising out of this Contract, or related to 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 XXII  
REIMBURSEMENT FOR INSPECTION**

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials 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 provided in the Contract.

**SECTION XXIII  
APPROPRIATION APPROVAL**

The Contractor acknowledges that the City'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, the City may terminate this Contract and that no charges, penalties, or other costs shall be assessed.

**SECTION XXIV  
ATTORNEY'S FEES**

Each party is responsible for its own attorney's fees for any action arising from or related to this Contract. Each party expressly waives any right to seek attorney's fees from the other party, regardless of the source of such right.

**SECTION XXV  
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 XXVI  
COMPLIANCE WITH LAW, RULES, & REGULATIONS**

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 it, on the work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work under this Contract. Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the work, and upon termination of this Contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the City.

**SECTION XXVII  
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 XXVIII  
CONFLICT OF INTEREST**

The City hereby acknowledges that the Contractor may be performing 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 XXIX  
SEVERABILITY**

The provisions of this Contract shall be deemed severable and if any portion of the Contract is found invalid or unenforceable, it shall not affect the validity or enforceability of the other provisions herein.

**SECTION XXX  
CLEANING UP**

Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. Upon completion of the work, Contractor shall remove all Contractors' equipment and all excess materials, and put the work area in a neat, clean, sanitary and safe condition.

**SECTION XXXI  
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 are not 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; back charge 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 ninety (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 XXXII  
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 XXXIII  
CONSTRUCTION**

The title of the section and paragraph headings in this Contract are for reference only and shall not govern, suggest, or affect the interpretation of any of the terms or provisions within each section or this Contract as a whole. The use of the term "including" in this Contract shall be construed as "including, without limitation." Where specific examples are given to clarify a general statement, the specific language shall not be construed as limiting, modifying, restricting, or otherwise affecting the general statement. All singular words and terms shall also include the plural,

and vice versa. Any gendered words or terms used shall include all genders. Where a rule, law, statute, or ordinance is referenced, it shall mean the rule, law, statute, or ordinance in place at the time the Contract is executed, as well as may be amended from time to time, where application of the amended version is permitted by law.

The parties have participated jointly in the negotiation and drafting of this Contract and agree that both have been represented by counsel and/or had sufficient time to consult counsel, before entering into this Contract. In the event an ambiguity, conflict, omission, or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the parties, and there shall be no presumption or burden of proof or persuasion based on which party drafted a provision of the Contract.

#### **SECTION XXXIV NON-EXCLUSIVITY**

Contractor acknowledges and agrees that this Contract is non-exclusive.

#### **SECTION XXXV SWAG GRANT REQUIREMENTS**

This Contract is funded through Agreement Number NS097, between the City of Port St. Lucie and the State of Florida Department of Environmental Protection (“FDEP”), attached hereto and incorporated herein by reference as Exhibit A (the “Grant Agreement”). This Contract is to be interpreted in a manner consistent with the terms and purposes of the Grant Agreement. Contractor will cooperate fully with City in the performance of all obligations of the City under the Grant Agreement. For the purposes of this Contract, Contractor shall be regarded as having all responsibilities of “Grantee” under the grant agreement, to the extent applicable, and City shall be regarded as having all rights of the “Department.” Contractor shall additionally comply with the following:

- A. Unless the City receives an extension, Contractor must complete all construction by October 31, 2026.
- B. Contractor must comply with any security and safety requirements and processes, if provided by FDEP, for work done at the Project Location(s).
- C. Contractor must submit all required documentation to be eligible for payment.
  - a. Any and all invoices and requests for payment, and associated documentation, must fully comply with all applicable requirements of the Grant Agreement, attached hereto and incorporated herein by reference. Failure to comply shall result in Contractor not being entitled to receive payment. Match or reimbursement requests for payments must be substantiated by copies of invoices with backup documentation as required in the Grant Agreement. Payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If FDEP determines that multipliers charged by Contractor or any subcontractor exceeded the rates supported by audit, Contractor shall reimburse such funds to FDEP within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. Contractor shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. Contractor shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

- b. Contractor shall fully cooperate with City in the performance of all recordkeeping and reporting requirements described in the Grant Agreement. Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. FDEP, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Contract. In the event that any work is subcontracted, Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of City, the FDEP's Inspector General, or other authorized State official, Contractor shall provide any type of information the City or Inspector General deems relevant. Such information may include, but shall not be limited to, Contractor's business or financial records, documents, or files of any type or form that refer to or relate to Contract. Contractor shall retain such records for the longer of: (1) three years after the expiration of the Contract; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).
- D. In addition to the other insurance requirements herein, Contractor shall provide proof of insurance upon request. Additionally, Contractor shall meet the requirements of Attachment 2, Section 8, of the Grant Agreement.
- E. In the event the Grant Agreement is terminated by FDEP, City shall have the option to terminate this Contract, in whole or in part. After receipt of a notice of termination or partial termination unless as otherwise directed by City, Contractor shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Contractor shall continue work on any portion of the Contract not terminated. If the Contract is terminated before performance is completed, Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Contractor shall not be entitled to recover any cancellation charges or lost profits.
- F. In the event any activity under the Grant Agreement is suspended by FDEP, City shall have the option to suspend such activities under this Contract. Contractor shall be entitled to no additional compensation as a result of such suspension.
- G. FDEP shall consider the employment by any contractor or grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If grantee/contractor/ subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract. Contractor shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Contract.

**SECTION XXXVI**  
**DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS**

Contractor certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

**SECTION XXXVII  
COOPERATION WITH INSPECTOR GENERAL**

Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor understands and will comply with this statute.

**SECTION XXXVIII  
E-VERIFY**

In accordance with section 448.095, Florida Statutes, the Contractor agrees to comply with the following:

1. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under this Contract.
2. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
3. The City shall terminate this Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
4. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
5. The City shall terminate this Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Contract under this section, the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
6. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. The parties agree that such a cause of action must be filed in St. Lucie County, Florida, in accordance with the Venue provision herein.

**SECTION XXXIX  
FEDERAL REQUIREMENTS**

City reasonably believes that federal funding, including ARPA funds, will be used to fund the Project in whole or in part. Therefore, Contractor agrees to comply with these federal requirements, as well as any requirements of any grant or funding agreement received by the City.

**CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY  
CONTRACTS UNDER FEDERAL AWARDS**

Contractor name	Felix Civil Construction, LLC
Contractor unique entity identifier	TBD

Federal Award Identification Number (FAIN)	SLFR3358
Federal Award Date	June 4, 2021
Amount to Federal Funds Obligated	\$1,123,309
Federal Awarding Agency	US Treasury

**Pursuant to 2 CFR 200.327 and Appendix II of 2 CFR 200, the following federal requirements and contract provisions are incorporated herein, where applicable.**

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

All contracts in excess of \$10,000 must address termination for cause and for convenience by the City of Port St. Lucie including the manner by which it will be affected and the basis for settlement. Termination for cause and for convenience by the City of Port St. Lucie, including the manner by which it will be affected and the basis for settlement, are addressed in Section XXII of the Contract.

The following Items (1) through (23) are “MANDATED CONDITIONS” that will be incorporated into this Contract, where applicable.

(1) EQUAL OPPORTUNITY EMPLOYMENT

In accordance with 41 C.F.R. §60-1.4(b), the sub-recipient/contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this Contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of



the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in

part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

**(2) COPELAND ANTI-KICKBACK ACT**

The Sub-Recipient/contractor hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

**Contractor.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

**Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the federal awarding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

**Breach.** A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**(3) CONTRACT WORK HOURS AND SAFETY STANDARDS**

If the Sub-Recipient/contractor, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

For contracts to be in compliance with the Contract Work Hours and Safety Standards Act the following are required:

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The federal awarding agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(4) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient/contractor, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q).

The contractor agrees to report each violation to the City of Port St. Lucie and understands and agrees that the City of Port St. Lucie will, in turn, report each violation as required to assure notification to the federal awarding agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the federal awarding agency.

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant the Federal Water Pollution Control Act as amended (33 U.S.C.1251-1387).

The contractor agrees to report each violation to the City of Port St. Lucie and understands and agrees that the City of Port St. Lucie will, in turn, report each violation as required to assure notification to the federal awarding agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the federal awarding agency.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the federal awarding agency.

(5) SUSPENSION AND DEBARMENT

If the Sub-Recipient/contractor, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the City of Port St. Lucie. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Port St. Lucie, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(6) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient/contractor, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonFederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(7) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

- a. If the Sub-Recipient/contractor, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient/contractor shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:
  - 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - 6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs 1 through 5 of this subparagraph.
- b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a

contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

I.

- c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

II.

- d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

#### (8) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148)

As required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, ‘‘Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction’’). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

The Wage Decision is not applicable to this Contract.

#### (9) PROCUREMENT OF RECOVERED MATERIALS

Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certification to City of Port St. Lucie. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage for recovered material practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand (\$10,000) dollars or the value of the quantity acquired during the preceding fiscal year exceeds ten thousand (\$10,000) dollars; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for the procurement of recovered materials identified in the EPA guidelines.

In the performance of this Contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the Contract performance schedule; meeting Contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(10) PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in Title 2 CFR §200.216 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and as adopted by the federal awarding agency, as used in this clause—

(b) *Prohibitions.*

- (1) Section 889(F)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds to:
  - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - (1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - (2) Telecommunications or video surveillance services provided by such entities or using such equipment.
    - (3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
  - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
  - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered

telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during Contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The Contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

(11) RIGHT TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Contractor agrees to comply with the above requirements when applicable.

(12) DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(13) BUILD AMERICA, BUY AMERICA (BABA):

Build America Buy America Act (“BABA”), as amended from time to time, applies a domestic content procurement preference requirement to Federally funded public “infrastructure” projects. It is the responsibility of the Contractor to review the most up to date and current language, terms, and conditions of BABA and to ensure that, if the project triggers BABA requirements, the Contractor is abiding by the domestic content procurement requirements and/or obtaining any applicable waiver. Contractor agrees to indemnify and hold the City harmless in regard to the fulfillment any BABA requirements.

This agreement is for services related to a project that is subject to the Build America, Buy America Act requirements under Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget’s Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18,2022, and Additional Guidance for Implementing the Build American, Buy American Act, August 23, 2023.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to the nonfederal entity with each bid or offer for an infrastructure project, unless the federal awarding agency waives a domestic preference requirement. Contractors and subcontractors certify that no federal financial assistance funding or nonfederal matching funds (if required) for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project were produced in the United States (BABA, Pub. L. No. 117-58, §§ 70901-52). Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with the BABA domestic preference requirement. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to the federal awarding agency; subrecipients will forward disclosures to the recipient, who will, in turn, forward the disclosures to the federal awarding agency.

For federal financial assistance programs subject to BABA, contractors and subcontractors must sign and submit the attached certification to the next tier (e.g., subcontractors submit to the contractor; contractors submit to the subrecipient or recipient, as applicable) for each bid or offer for an infrastructure project that does not have an applicable BABA waiver. Contractor shall complete and return a fully executed certification to the City before beginning work on the project.



#### (14) ACCESS TO RECORDS

The contractor agrees to provide the City of Port St. Lucie, the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers and records of the contractor which are directly pertinent to the Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall maintain records for a period of five (5) years after all funds have been expended or returned to the City of Port St. Lucie, whichever is later.

The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The contractor agrees to permit the federal awarding agency or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the Contract.

In compliance with the Disaster Recovery Act of 2018, the City of Port St. Lucie and the contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the federal awarding agency or the Comptroller General of the United States.

#### (15) CHANGES

To be allowable under the grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

#### (16) COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders and policies, procedures and directives.

#### (17) NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

#### (18) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this Contract.

Any procurement involving funds authorized by this Agreement must comply with all applicable federal and state laws and regulations, to include [2 C.F.R. 200.318 through 200.326 as well as Appendix II to C.F.R. Part 200](#).

#### (19) INCREASING SEAT BELT USE IN THE UNITED STATES

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), contractor should adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

## (20) REDUCING TEXT MESSAGING WHILE DRIVING

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should adopt and enforce policies that ban text messaging while driving and should establish workplace safety policies to decrease accidents caused by distracted drivers.

## (21) PUBLICATIONS

Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient/Contractor] by the [federal awarding agency].”

## (22) COPYRIGHT AND DATA RIGHTS (If applicable)

### License and Delivery of Works Subject to Copyright and Data Rights

The contractor grants to the City of Port St. Lucie, FL, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City of Port St. Lucie, FL or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the contractor will deliver to the City of Port St. Lucie, FL data first produced in the performance of this Contract and data required by the Contract but not first produced in the performance of this Contract in formats acceptable by the City of Port St. Lucie, FL.

## (23) ARPA CIVIL RIGHTS ASSURANCES

1. Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. Contractor acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor’s programs, services, and activities.

3. Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published

its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>

4. Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assignees for the period in which such assistance is provided

Contractor acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Contractor and the Contractor's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

Contractor and any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

**SECTION XXXX**  
**ENTIRE AGREEMENT**

This Contract sets forth the entire agreement between Contractor and City with respect to the subject matter of this Contract. This Contract supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Contract may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

*(Balance of page intentionally left blank.)*

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE, FLORIDA

By: \_\_\_\_\_  
City Purchasing Agent

FELIX CIVIL CONSTRUCTION, LLC

By: \_\_\_\_\_  
Authorized Representative  
Benjamin Miller, Vice President  
Print Representative's Name



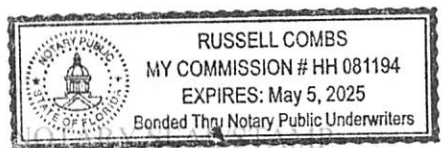
NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA            )  
  ) ss  
COUNTY OF   Martin      )

The foregoing instrument was acknowledged before me by  physical presence or  online notarization, this   7th   day of   November  , 20  24  , by   Benjamin Miller   who is  personally known to me, or who has  produced the following identification:

\_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public



\_\_\_\_\_  
Russell Combs  
Print Name of Notary Public  
Notary Public, State of Florida  
My Commission expires:

	<b>SCHEDULE "A"</b>	

PRIMA VISTA - ROADWAY						
LINE #	PAY ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	0101 1	MOBILIZATION	1	LS	\$ 580,000.00	\$ 580,000.00
2	0101 18	CONSTRUCTION VIDEO	1	LS	\$ 2,000.00	\$ 2,000.00
3	0101 99	SURVEY STAKING & RECORD DRAWINGS	1	LS	\$ 55,000.00	\$ 55,000.00
4	0102 1	MAINTENANCE OF TRAFFIC	1	LS	\$ 980,000.00	\$ 980,000.00
5	0107 1	LITTER REMOVAL	1	LS	\$ 6,000.00	\$ 6,000.00
6	0107 2	MOWING	1	LS	\$ 7,500.00	\$ 7,500.00
7	0108 1	INSPECTION & SETTLEMENT MONITORING	1	LS	\$ 12,000.00	\$ 12,000.00
8	0108 2	VIBRATION MONITORING	1	LS	\$ 16,000.00	\$ 16,000.00
9	0110 1 1	CLEARING AND GRUBBING	0.41	AC	\$ 1,050,000.00	\$ 430,500.00
10	0110 4 10	REMOVAL OF EXISTING CONCRETE	998	SY	\$ 32.00	\$ 31,936.00
11	0120 1	REGUAR EXCAVATION	148.2	CY	\$ 40.00	\$ 5,928.00
12	0120 6	EMBANKMENT	195.1	CY	\$ 55.00	\$ 10,730.50
13	0160 4	TYPE B STABILIZATION	131	SY	\$ 88.00	\$ 11,528.00
14	0285 709	OPTIONAL BASE, BASE GROUP 09	87	SY	\$ 118.00	\$ 10,266.00
15	0327 70 6	MILLING EXIST ASPH PAVT. 1.5" AVG DEPTH	11,750	SY	\$ 20.00	\$ 235,000.00
16	0334 1 13	SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C)	1,362.0	TN	\$ 255.00	\$ 347,310.00
17	0334 1 53	SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C) (PG76-22)	974.0	TN	\$ 270.00	\$ 262,980.00
18	0520 1 10	CONCRETE CURB & GUTTER, TYPE F	2,606	LF	\$ 67.00	\$ 174,602.00
19	0520 2 4	CONCRETE CURB, TYPE D	914	LF	\$ 66.00	\$ 60,324.00
20	0522 1	CONCRETE SIDEWALK, 4"	482	SY	\$ 96.00	\$ 46,272.00
21	0522 2	CONCRETE SIDEWALK AND DRIVEWAY, 6"	438	SY	\$ 156.00	\$ 68,328.00
22	0527 2	DETECTABLE WARNINGS	75	SF	\$ 93.00	\$ 6,975.00
23	0570 1 2	PERFORMANCE TURF, SOD (BAHIA)	1,418	SY	\$ 10.00	\$ 14,180.00
24	2000 1	UTILITY COORDINATION	1	LS	\$ 15,750.00	\$ 15,750.00
25					<b>Sub Total:</b>	<b>\$ 3,391,109.50</b>

PRIMA VISTA - DRAINAGE						
PAY ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
26	104-10-3	SEDIMENT BARRIER	1,700	LF	\$ 2.00	\$ 3,400.00
27	104-18	INLET PROTECTION SYSTEM	13	EA	\$ 500.00	\$ 6,500.00
28	425-1-331	INLETS, CURB, TYPE P-3, <10'	1	EA	\$ 20,000.00	\$ 20,000.00
29	425-1-452	INLETS, CURB, TYPE J-5, >10'	1	EA	\$ 19,000.00	\$ 19,000.00
30	425-1-361	INLETS, CURB, TYPE P-6, ≤ 10'	1	EA	\$ 15,000.00	\$ 15,000.00
31	425-4	INLETS, ADJUST	1	EA	\$ 2,800.00	\$ 2,800.00
32	425-5	MANHOLE, ADJUST	5	EA	\$ 1,000.00	\$ 5,000.00
33	430-175-115	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 15" S/CD	394	LF	\$ 550.00	\$ 216,700.00
34	430-175-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD	163	LF	\$ 620.00	\$ 101,060.00
35	430-175-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/CD	356	LF	\$ 390.00	\$ 138,840.00
36	430-175-130	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30" S/CD	283	LF	\$ 475.00	\$ 134,425.00
37	430-175-148	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 48" S/CD	701	LF	\$ 590.00	\$ 413,590.00
38	430-175-160	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 60" S/CD	209	LF	\$ 920.00	\$ 192,280.00
39					<b>Sub Total:</b>	<b>\$ 1,268,595.00</b>

PRIMA VISTA - SIGNING & PAVEMENT MARKING						
PAY ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
40	0700 1 112	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, 12.0-20.0 SF	2	EA	\$ 2,500.00	\$ 5,000.00
41	0705 10 1	OBJECT MARKER, TYPE 1	2	EA	\$ 250.00	\$ 500.00
42	0705 11 1	DELINEATOR, FLEXIBLE TUBULAR	2	EA	\$ 125.00	\$ 250.00
43	0706 1 3	RAISED PAVEMENT MARKERS	212	EA	\$ 5.00	\$ 1,060.00
44	0710 11 290	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, ISLAND NOSE	27	SF	\$ 5.00	\$ 135.00
45	0710 90	PAINTED PAVEMENT MARKING-FINAL SURFACE	1	LS	\$ 12,500.00	\$ 12,500.00
46	0711 11 123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK	798	LF	\$ 5.00	\$ 3,990.00
47	0711 11 124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	36	LF	\$ 7.00	\$ 252.00
48	0711 11 125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	153	LF	\$ 8.00	\$ 1,224.00
49	0711 11 141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	0.085	GM	\$ 3,300.00	\$ 280.50
50	0711 11 170	THERMOPLASTIC, STANDARD, WHITE, ARROW	13	EA	\$ 100.00	\$ 1,300.00
51	0711 11 241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE /6-10 DOTTED EXTENSION LINE, 6"	0.062	GM	\$ 4,000.00	\$ 248.00
52	0711 14 125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	511	LF	\$ 19.00	\$ 9,709.00
53	0711 16 101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	0.728	GM	\$ 7,500.00	\$ 5,460.00
54	0711 16 131	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP	0.480	GM	\$ 2,900.00	\$ 1,392.00
55	0711 16 201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	0.587	GM	\$ 7,500.00	\$ 4,402.50
56	0711 16 231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP	0.092	GM	\$ 3,200.00	\$ 294.40
57					<b>Sub Total:</b>	<b>\$ 47,997.40</b>

<b>SCHEDULE "A"</b>
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PRIMA VISTA - LIGHTING						
PAY ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
58	0630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	497	LF	\$ 25.00	\$ 12,425.00
59	0630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	1064	LF	\$ 32.00	\$ 34,048.00
60	0635 2 11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	24	EA	\$ 1,800.00	\$ 43,200.00
61	0639 1 122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	1	AS	\$ 4,400.00	\$ 4,400.00
62	0639 2 1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	33	LF	\$ 20.00	\$ 660.00
63	0641 2 11	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II PEDESTAL	2	EA	\$ 1,850.00	\$ 3,700.00
64	0715 1 12	LIGHTING CONDUCTORS, F&I, INSULATED, NO.8 - 6	6991	LF	\$ 3.00	\$ 20,973.00
65	0715 61 111	LIGHT POLE COMPLETE, F&I, STANDARD POLE STANDARD FOUNDATION, 30' MOUNTING HEIGHT, 8' ARM LENGTH	7	EA	\$ 7,300.00	\$ 51,100.00
66	0715 62 111	LIGHT POLE COMPLETE, F&I, STANDARD POLE SPECIAL FOUNDATION, 30' MOUNTING HEIGHT, 8' ARM LENGTH	2	EA	\$ 19,500.00	\$ 39,000.00
67	0715 7 11	LOAD CENTER, F&I, SECONDARY VOLTAGE	1	EA	\$ 32,500.00	\$ 32,500.00
68	0715 500 1	POLE CABLE DISTRIBUTION SYSTEM, FURNISH AND INSTALL, CONVENTIONAL	10	EA	\$ 900.00	\$ 9,000.00
69	0715 511 125SF	LIGHT POLE COMPLETE- SPECIAL DESIGN, SPECIAL FOUNDATION F&I, SINGLE ARM SHOULDER MOUNT, ALUMINUM, 25'	1	EA	\$ 20,500.00	\$ 20,500.00
70					<b>Sub Total:</b>	<b>\$ 271,506.00</b>

PRIMA VISTA - SIGNALIZATION						
PAY ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
71	0100 1	SUPPLY BUCKET TRUCK FOR COUNTY INSPECTION	1	EA	\$ 800.00	\$ 800.00
72	0630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	200	LF	\$ 19.00	\$ 3,800.00
73	0630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	1120	LF	\$ 14.00	\$ 15,680.00
74	0632 7 1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	1	PI	\$ 16,400.00	\$ 16,400.00
75	0632 7 6	SIGNAL CABLE, REMOVE- INTERSECTION	1	PI	\$ 4,200.00	\$ 4,200.00
76	0633 1 121	FIBER OPTIC CABLE, F&I, UNDERGROUND, 2-12 FIBERS	30	LF	\$ 7.00	\$ 210.00
77	0633 1 122	FIBER OPTIC CABLE, F&I, UNDERGROUND, 13-48 FIBERS	400	LF	\$ 8.00	\$ 3,200.00
78	0633 1 123	FIBER OPTIC CABLE, F&I, UNDERGROUND, 49-96 FIBERS	30	LF	\$ 9.00	\$ 270.00
79	0633 2 31	FIBER OPTIC CONNECTION, INSTALL SPLICE	24	EA	\$ 70.00	\$ 1,680.00
80	0633 3 12	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAY	1	EA	\$ 80.00	\$ 80.00
81	0633 3 13	FIBER OPTIC CONNECTION HARDWARE, F&I, PRETERMINATED CONNECTOR ASSEMBLY	24	EA	\$ 87.00	\$ 2,088.00
82	0633 3 16	FIBER OPTIC CONNECTION HARDWARE, F&I, PATCH PANEL- FIELD TERMINATED	1	EA	\$ 2,700.00	\$ 2,700.00
83	0633 3 17	FIBER OPTIC CONNECTION HARDWARE, F&I, CONNECTOR PANEL	1	EA	\$ 160.00	\$ 160.00
84	0634 4 60	SPAN WIRE ASSEMBLY, REMOVE- POLES REMAIN (INCLUDES SIGN, SIGNALS, ATTACHMENT)	1	PI	\$ 9,300.00	\$ 9,300.00
85	0635 2 11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	18	EA	\$ 1,700.00	\$ 30,600.00
86	0635 2 12	PULL & SPLICE BOX, F&I, 24" x 36" COVER SIZE	2	EA	\$ 3,100.00	\$ 6,200.00
87	0639 1 122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND	1	AS	\$ 4,600.00	\$ 4,600.00
88	0639 2 1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	300	LF	\$ 8.00	\$ 2,400.00
89	0639 3 11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	1	EA	\$ 550.00	\$ 550.00
90	0639 4 6	HONDA EU300IS GENERATOR	1	EA	\$ 4,700.00	\$ 4,700.00
91	0641 2 12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	1	EA	\$ 1,800.00	\$ 1,800.00
92	0641 2 80	PRESTRESSED CONCRETE POLE, REMOVE	1	EA	\$ 14,800.00	\$ 14,800.00
93	0646 1 11	ALUMINUM SIGNALS POLE, PEDESTAL	3	EA	\$ 2,500.00	\$ 7,500.00
94	0646 1 60	ALUMINUM SIGNALS POLE, (PEDESTAL AND PEDESTRIAN DETECTOR POST), REMOVE	1	EA	\$ 470.00	\$ 470.00
95	0649 21 6	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 50'	1	EA	\$ 80,400.00	\$ 80,400.00
96	0649 21 10	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 60'	2	EA	\$ 88,600.00	\$ 177,200.00
97	0649 21 15	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 70'	1	EA	\$ 96,000.00	\$ 96,000.00
98	0650 1 14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	4	AS	\$ 1,650.00	\$ 6,600.00
99	650-1-29	VEHICULAR TRAFFIC SIGNAL - VIDEO, F&I, POLY W/ AL TOP, 5 SECTION, 1 WAY	4	AS	\$ 2,800.00	\$ 11,200.00
100	0653 1 11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	8	AS	\$ 1,250.00	\$ 10,000.00
101	0653 1 60	PEDESTRIAN SIGNAL, REMOVE, POLE/PEDESTAL TO REMAIN	6	AS	\$ 260.00	\$ 1,560.00
102	0660 4 11	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL CABINET EQUIPMENT	1	EA	\$ 8,400.00	\$ 8,400.00
103	0660 4 12	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT	4	EA	\$ 13,300.00	\$ 53,200.00
104	0665 1 11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	8	EA	\$ 225.00	\$ 1,800.00
105	0665 1 60	PEDESTRIAN DETECTOR, REMOVE - POLE/PEDISTAL TO REMAIN	6	EA	\$ 100.00	\$ 600.00
106	0670 5 111	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA, 1 PREEMPTION	1	AS	\$ 50,200.00	\$ 50,200.00
107	0670 5 600	TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET	1	AS	\$ 1,250.00	\$ 1,250.00
108	0680 1 112	SYSTEM CONTROL EQUIPMENT, F&I, CABINET EQUIPMENT	4	EA	\$ 6,000.00	\$ 24,000.00
109	0680 1 113	SYSTEM CONTROL EQUIPMENT, F&I, ABOVE GROUND EQUIPMENT	4	EA	\$ 19,600.00	\$ 78,400.00

SCHEDULE "A"						
110	0682 1 113	ITS CCTV CAMERA, F&I, DOME PTZ ENCLOSURE - PRESSURIZED, IP, HIGH DEFINITION	4	EA	\$ 10,500.00	\$ 42,000.00
111	0684 1 1	MANAGED FIELD ETHERNET SWITCH, FURNISH & INSTALL	1	EA	\$ 18,900.00	\$ 18,900.00
112	0685 1 14	UNINTERRUPTIBLE POWER SUPPLY, F&I ONLINE/DOUBLE CONVERSION WITH CABINET	1	EA	\$ 19,000.00	\$ 19,000.00
113	0700 3 101	SIGN PANEL, FURNISH & INSTALL GROUND MOUNT, UP TO 12 SF	8	EA	\$ 150.00	\$ 1,200.00
114	0700 5 22	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, OVERHEAD MOUNT, 12-18 SF	4	EA	\$ 4,100.00	\$ 16,400.00
115	0715 5 31	FURNISH & INSTALL NEW LUMINARY, BRACKET AND ARM ON NEW/EXISTING POLE	1	EA	\$ 1,850.00	\$ 1,850.00
116					<b>Sub Total:</b>	<b>\$ 834,348.00</b>
<b>PRIMA VISTA - UTILITY RELOCATION</b>						
PAY ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
117	W-1 / S-1	VALVE BOX ADJUSTMENT	5	EA	\$ 2,000.00	\$ 10,000.00
118	S-2	SANITARY MANHOLE RING AND COVER ADJUSTMENTS	2	EA	\$ 2,800.00	\$ 5,600.00
119	S-3	4" FM RECONSTRUCTED BY (NORTH FLORESTA ± 220 LF)	1	LS	\$ 49,000.00	\$ 49,000.00
120					<b>Sub Total:</b>	<b>\$ 64,600.00</b>
<b>FLORESTA DRIVE - DRAINAGE - BAFFLE BOXES</b>						
PAY ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
121	0104 11 BAF	FLOATING TURBIDITY BARRIER	200	LF	\$ 20.00	\$ 4,000.00
122	0120 5 BAF	CHANNEL EXCAVATION	521.1	CY	\$ 30.00	\$ 15,633.00
123	0430 175 184 BAF	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 84" S/CD	16	LF	\$ 3,900.00	\$ 62,400.00
124	0430 584 100 BAF	STRAIGHT CONCRETE ENDWALLS, 84", SINGLE, 0 DEGREES, ROUND	2	EA	\$ 82,000.00	\$ 164,000.00
125	0524 1 2 BAF	CONCRETE DITCH PAVEMENT, NON REINFORCED, 4"	114	SY	\$ 162.00	\$ 18,468.00
126	0530 3 3 BAF	RIPRAP-RUBBLE, BANK AND SHORE	349.4	TN	\$ 115.00	\$ 40,181.00
127	0530 74 BAF	BEDDING STONE	124.4	TN	\$ 200.00	\$ 24,880.00
128	0916438 3 BAF	2ND GENERATION BAFFLE BOX	2	EA	\$ 516,000.00	\$ 1,032,000.00
129					<b>Sub Total:</b>	<b>\$ 1,361,562.00</b>
<b>FLORESTA DRIVE - ROADWAY</b>						
PAY ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
130	0101 1	MOBILIZATION	1	LS	\$ 3,985,000.00	\$ 3,985,000.00
131	0101 18	CONSTRUCTION VIDEO	1	LS	\$ 5,000.00	\$ 5,000.00
132	0101 99	SURVEY STAKING & RECORD DRAWINGS	1	LS	\$ 323,000.00	\$ 323,000.00
133	0102 1	MAINTENANCE OF TRAFFIC	1	LS	\$ 2,600,000.00	\$ 2,600,000.00
134	0107 1	LITTER REMOVAL	147.0	AC	\$ 230.00	\$ 33,810.00
135	0107 2	MOWING	73.5	AC	\$ 425.00	\$ 31,237.50
136	0108 1	MONITOR EXISTING STRUCTURES - INSPECTION & SETTLEMENT M	1	LS	\$ 130,000.00	\$ 130,000.00
137	0108 2	MONITOR EXISTING STRUCTURES - VIBRATION MONITORING	1	LS	\$ 171,000.00	\$ 171,000.00
138	0110 1 1	CLEARING AND GRUBBING	15.00	AC	\$ 125,000.00	\$ 1,875,000.00
139	0110 4 10	REMOVAL OF EXISTING CONCRETE	7,474	SY	\$ 30.00	\$ 224,220.00
140	0110 7 1	MAILBOX, F&I	103	EA	\$ 320.00	\$ 32,960.00
141	0120 1	REGUAR EXCAVATION	79,247.4	CY	\$ 20.00	\$ 1,584,948.00
142	0120 4	SUBSOIL EXCAVATION (ANY MUCK LIKE MATERIAL UNDER PIPE CR	770.0	CY	\$ 40.00	\$ 30,800.00
143	0120 6	EMBANKMENT	11,344.3	CY	\$ 18.00	\$ 204,197.40
144	0160 4	TYPE B STABILIZATION	46,305	SY	\$ 15.00	\$ 694,575.00
145	0285 706	OPTIONAL BASE, BASE GROUP 06 (TYPE B-12.5 ONLY)	176	SY	\$ 69.00	\$ 12,144.00
146	0285 709	OPTIONAL BASE, BASE GROUP 09	26,002	SY	\$ 45.00	\$ 1,170,090.00
147	0285 709BLK	OPTIONAL BASE, BASE GROUP 09 (TYPE B-12.5 ONLY)	13,312	SY	\$ 71.00	\$ 945,152.00
148	0286 1	TURNOUT CONSTRUCTION/DRIVEWAY BASE - OPTIONAL MATERIAL	13	SY	\$ 120.00	\$ 1,560.00
149	0327 70 6	MILLING EXIST ASPH PAVT. 1.5" AVG DEPTH	2,227	SY	\$ 10.00	\$ 22,270.00
150	0334 1 13	SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C)	5,467.5	TN	\$ 211.00	\$ 1,153,642.50
151	0337 7 83	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG 7	3,276.0	TN	\$ 293.00	\$ 959,868.00
152	0520 1 7	CONCRETE CURB & GUTTER, TYPE E	7,059	LF	\$ 43.00	\$ 303,537.00
153	0520 1 10	CONCRETE CURB & GUTTER, TYPE F	15,718	LF	\$ 42.00	\$ 660,156.00
154	0520 2 2	CONCRETE CURB, TYPE B	5,758	LF	\$ 42.00	\$ 241,836.00
155	0520 2 4	CONCRETE CURB, TYPE D	286	LF	\$ 45.00	\$ 12,870.00
156	0520 2 8	CONCRETE CURB, TYPE RA	358	LF	\$ 57.00	\$ 20,406.00
157	0522 1	CONCRETE SIDEWALK, 4"	6,583	SY	\$ 92.00	\$ 605,636.00
158	0522 2	CONCRETE SIDEWALK AND DRIVEWAY, 6"	9,612	SY	\$ 122.00	\$ 1,172,664.00
159	0523 3	PATTERNED PAVEMENT	1,892	SY	\$ 217.00	\$ 410,564.00
160	0526 1101	PAVERS, ARCHITECTURAL, REMOVE EXISTING AND REINSTALL	112	SY	\$ 112.00	\$ 12,544.00
161	0527 2	DETECTABLE WARNINGS	907	SF	\$ 64.00	\$ 58,048.00
162	0536 73	GUARDRAIL REMOVAL	229	LF	\$ 11.00	\$ 2,519.00
163	0570 1 2A	PERFORMANCE TURF, SOD (BAHIA)	21,176	SY	\$ 7.00	\$ 148,232.00
164	0570 1 2	PERFORMANCE TURF, SOD (ST. AUGUSTINE)	8,176	SY	\$ 10.00	\$ 81,760.00
165	919528100	DIRECTIONAL INDICATORS	164	SF	\$ 64.00	\$ 10,496.00
166	2000 1	UTILITY COORDINATION	1	LS	\$ 100,000.00	\$ 100,000.00
167	0400 0 11C	CONCRETE CLASS NS, GRAVITY WALL	150	CY	\$ 600.00	\$ 90,000.00
168	0515 2 311C	PEDESTRIAN/BICYCLE RAILING, ALUMINUM ONLY, 42" TYPE I	800	LF	\$ 100.00	\$ 80,000.00

<b>SCHEDULE "A"</b>						
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169	0522 1C	CONCRETE SIDEWALK (THICKENED SIDEWALK SECTION ONLY), 4"	100	CY	\$ 170.00	\$ 17,000.00
					<b>Subtotal</b>	<b>\$ 20,218,742.40</b>

<b>FLORESTA DRIVE - DRAINAGE</b>						
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PAY ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
170	0104 10 3	SEDIMENT BARRIER	14,500	LF	\$ 2.00	\$ 29,000.00
171	0104 11	FLOATING TURBIDITY BARRIER	2,370	LF	\$ 20.00	\$ 47,400.00
172	0104 15	SOIL TRACKING PREVENTION DEVICE	1	EA	\$ 4,800.00	\$ 4,800.00
173	0104 18	INLET PROTECTION SYSTEM	36	EA	\$ 500.00	\$ 18,000.00
174	425-1-359	INLETS, CURB, TYPE P-5, MODIFY	1	EA	\$ 7,400.00	\$ 7,400.00
175	425-1-365	INLETS, CURB, TYPE P-6, PARTIAL	1	EA	\$ 4,400.00	\$ 4,400.00
176	425-1-341	INLETS, CURB, TYPE P-4, <10'	5	EA	\$ 15,000.00	\$ 75,000.00
177	425-1-361	INLETS, CURB, TYPE P-6, <10'	21	EA	\$ 10,200.00	\$ 214,200.00
178	425-1-362	INLETS, CURB, TYPE P-6, >10'	1	EA	\$ 14,200.00	\$ 14,200.00
179	425-1-551	INLETS, DT BOT, TYPE E, <10'	37	EA	\$ 8,600.00	\$ 318,200.00
180	425-1-553	INLETS, DT BOT, TYPE E, J BOT, <10'	3	EA	\$ 13,900.00	\$ 41,700.00
181	425-1-571	INLETS, DT BOT, TYPE G, J BOT, <10'	1	EA	\$ 22,000.00	\$ 22,000.00
182	425-1-711	INLETS, GUTTER, TYPE V, <10'	12	EA	\$ 8,600.00	\$ 103,200.00
183	425-1-712	INLETS, GUTTER, TYPE V, >10'	1	EA	\$ 12,500.00	\$ 12,500.00
184	425-2-61	MANHOLES, P-8, <10'	9	EA	\$ 9,900.00	\$ 89,100.00
185	425-2-62	MANHOLES, P-8, >10'	2	EA	\$ 15,500.00	\$ 31,000.00
186	425-2-63	MANHOLES, P-8, PARTIAL	2	EA	\$ 4,600.00	\$ 9,200.00
187	425-2-91	MANHOLES, J-8, <10'	8	EA	\$ 12,000.00	\$ 96,000.00
188	425-2-92	MANHOLES, J-8, >10'	20	EA	\$ 19,700.00	\$ 394,000.00
189	425-5	MANHOLE, ADJUST	1	EA	\$ 2,200.00	\$ 2,200.00
190	425-10	YARD DRAIN	50	EA	\$ 4,700.00	\$ 235,000.00
191	430-175-112	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 12" S/CD	1,887	LF	\$ 127.00	\$ 239,649.00
192	430-175-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD	2,103	LF	\$ 170.00	\$ 357,510.00
193	430-175-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/CD	1,796	LF	\$ 181.00	\$ 325,076.00
194	430-175-130	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30" S/CD	675	LF	\$ 223.00	\$ 150,525.00
195	430-175-136	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 36" S/CD	1,005	LF	\$ 227.00	\$ 228,135.00
196	430-175-142	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 42" S/CD	715	LF	\$ 270.00	\$ 193,050.00
197	430-175-148	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 48" S/CD	684	LF	\$ 360.00	\$ 246,240.00
198	430-175-154	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 54" S/CD	482	LF	\$ 540.00	\$ 260,280.00
199	430-175-160	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 60" S/CD	423	LF	\$ 552.00	\$ 233,496.00
200	430-175-215	PIPE CULVERT, CAP, ELIP/ARCH, 15" (17"x13") (DRIVEWAYS)	740	LF	\$ 112.00	\$ 82,880.00
201	430-175-218	PIPE CULVERT, RCP, ELIP/ARCH, 18" (23"x14")	262	LF	\$ 188.00	\$ 49,256.00
202	430-175-224	PIPE CULVERT, RCP, ELIP/ARCH, 24" (30"x19")	617	LF	\$ 272.00	\$ 167,824.00
203	430-175-230	PIPE CULVERT, RCP, ELIP/ARCH, 30" (38"x24")	379	LF	\$ 340.00	\$ 128,860.00
204	430-175-236	PIPE CULVERT, RCP, ELIP/ARCH, 36" (45"x29")	153	LF	\$ 460.00	\$ 70,380.00
205	430-175-242	PIPE CULVERT, RCP, ELIP/ARCH, 42" (53"x34")	819	LF	\$ 502.00	\$ 411,138.00
206	430-175-248	PIPE CULVERT, RCP, ELIP/ARCH, 48" (60"x38")	852	LF	\$ 613.00	\$ 522,276.00
207	430-175-260	PIPE CULVERT, RCP, ELIP/ARCH, 60" (76"x48")	270	LF	\$ 2,360.00	\$ 637,200.00
208	430-175-284	PIPE CULVERT, RCP, ELIP/ARCH, 84" (106"x68")	194	LF	\$ 7,200.00	\$ 1,396,800.00
209	430-560-100	STRAIGHT CONCRETE ENDWALL (60")	1	EA	\$ 37,400.00	\$ 37,400.00
210	430-560-212	STRAIGHT CONCRETE ENDWALL (76"x48") (DOUBLE)	1	EA	\$ 57,200.00	\$ 57,200.00
211	430-584-100	STRAIGHT CONCRETE ENDWALL (106"x68")	2	EA	\$ 131,000.00	\$ 262,000.00
212	0530 3 3	RIPRAP-RUBBLE, BANK & SHORE	524	TN	\$ 120.00	\$ 62,880.00
213	0530 74	BEDDING STONE	325	TN	\$ 190.00	\$ 61,750.00
214	0550 10 220	FENCING, TYPE B, 5.1-6.0', STANDARD	260	LF	\$ 50.00	\$ 13,000.00
215	550-60-233	FENCE GATE, TYPE B, SLIDING/CANTILEVER, 12.1-18' OPENING	2	EA	\$ 4,600.00	\$ 9,200.00
216					<b>Sub Total:</b>	<b>\$ 7,972,505.00</b>

<b>FLORESTA DRIVE - SIGNING AND PAVEMENT MARKING</b>						
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PAY ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
217	0700 1 111	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, LESS THAN 12 SF	69	EA	\$ 550.00	\$ 37,950.00
218	0700 1 112	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, 12.0-20.0 SF	2	EA	\$ 2,500.00	\$ 5,000.00
219	0700 1 500	SINGLE COLUMN GROUND SIGN ASSEMBLY, RELOCATE	6	EA	\$ 240.00	\$ 1,440.00
220	0700 1 600	SINGLE COLUMN GROUND SIGN ASSEMBLY, REMOVE	35	EA	\$ 63.00	\$ 2,205.00
221	0700 2 112	MULTI- POST SIGN, F&I GROUND MOUNT, 12-20 SF	1	EA	\$ 11,300.00	\$ 11,300.00
222	0700 25	SINGLE COLUMN GROUND SIGN ASSEMBLY, DECORATIVE SIGN	19	EA	\$ 10,000.00	\$ 190,000.00
223	0705 10 1	OBJECT MARKER, TYPE 1	1	EA	\$ 250.00	\$ 250.00
224	0705 10 4	OBJECT MARKER, TYPE 4	3	EA	\$ 300.00	\$ 900.00
225	0705 11 1	DELINEATOR, FLEXIBLE TUBULAR	13	EA	\$ 125.00	\$ 1,625.00
226	0706 1 3	RAISED PAVEMENT MARKERS	499	EA	\$ 5.00	\$ 2,495.00
227	0710 11 290	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, ISLAND NOSE	106	SF	\$ 5.00	\$ 530.00
228	0710 90	PAINTED PAVEMENT MARKING-FINAL SURFACE (5%)	1	LS	\$ 37,500.00	\$ 37,500.00
229	0711 11 123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK	2,245	LF	\$ 5.00	\$ 11,225.00
230	0711 11 124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	356	LF	\$ 7.00	\$ 2,492.00



SCHEDULE "A"						
231	0711 11 125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	437	LF	\$ 8.00	\$ 3,496.00
232	0711 11 141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	0.681	GM	\$ 3,125.00	\$ 2,128.13
233	0711 11 144	THERMOPLASTIC, STANDARD, WHITE, 2-2 DOTTED EXTENSION LINE, 12" FOR ROUNDABOUT	0.057	GM	\$ 7,250.00	\$ 413.25
234	0711 11 160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	2	EA	\$ 390.00	\$ 780.00
235	0711 11 170	THERMOPLASTIC, STANDARD, WHITE, ARROW	34	EA	\$ 105.00	\$ 3,570.00
236	0711 11 180	THERMOPLASTIC, STANDARD, WHITE, YIELD LINE	97	LF	\$ 12.00	\$ 1,164.00
237	0711 11 224	THERMOPLASTIC, STANDRAD, YELLOW, SOLID, 18" FOR DIAGONALS AND CHEVRONS	22	LF	\$ 7.00	\$ 154.00
238	0711 11 241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE /6-10 DOTTED EXTENSION LINE, 6"	0.060	GM	\$ 3,500.00	\$ 210.00
239	0711 14 125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	1,685	LF	\$ 19.00	\$ 32,015.00
240	0711 14 160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	53	EA	\$ 375.00	\$ 19,875.00
241	0711 14 170	THERMOPLASTIC, PREFORMED, WHITE, ARROW	54	EA	\$ 315.00	\$ 17,010.00
242	0711 14 660	THERMOPLASTIC, PREFORMED, MULTI COLOR ROUTE SHIELD	4	EA	\$ 3,750.00	\$ 15,000.00
243	0711 16 101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	4.879	GM	\$ 7,500.00	\$ 36,592.50
244	0711 16 201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	2.948	GM	\$ 7,400.00	\$ 21,815.20
245	0920 714 100	GREEN COLORED PAVEMENT MARKINGS, BIKE LANE	864	SF	\$ 15.00	\$ 12,960.00
246					<b>Sub Total:</b>	<b>\$ 472,095.08</b>

**FLORESTA DRIVE - LIGHTING**

PAY ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
247	0630 2 11 CONDUIT, FURNISH & INSTALL, OPEN TRENCH	6171	LF	\$ 22.00	\$ 135,762.00
248	0630 2 12 CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	2802	LF	\$ 33.00	\$ 92,466.00
249	0633 1 124 FIBER OPTIC CABLE, F&I, UNDERGROUND,97-144 FIBERS	8370	LF	\$ 12.00	\$ 100,440.00
250	0633 2 31 FIBER OPTIC CONNECTION, INSTALL, SPLICE	160	EA	\$ 71.00	\$ 11,360.00
251	0633 3 11 FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE ENCLOSURE	2	EA	\$ 1,800.00	\$ 3,600.00
252	0633 3 12 FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAY	24	EA	\$ 79.00	\$ 1,896.00
253	0635 2 11 PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	94	EA	\$ 1,420.00	\$ 133,480.00
254	0635 2 14 PULL & SPLICE BOX, F&I, 17" X 30" COVER SIZE	24	EA	\$ 2,800.00	\$ 67,200.00
255	0635 2 15 PULL & SPLICE BOX, F&I, 30" X 48" COVER SIZE	1	EA	\$ 5,025.00	\$ 5,025.00
256	0639 1 122 ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	2	AS	\$ 5,700.00	\$ 11,400.00
257	0639 2 1 ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	69	LF	\$ 21.00	\$ 1,449.00
258	0639 3 11 ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	1	EA	\$ 7,700.00	\$ 7,700.00
259	0639 6 133 ELECTRICAL POWER SERVICE- TRANSFORMER, F&I, 11-15 KVA, THREE PHASE, COPPER WINDINGS	2	EA	\$ 10,250.00	\$ 20,500.00
260	0641 2 11 PRESTRESSED CONCRETE POLE, F&I, TYPE P-II PEDESTAL	5	EA	\$ 1,850.00	\$ 9,250.00
261	0715 1 12 LIGHTING CONDUCTORS, F&I, INSULATED, NO.8 - 6	28785	LF	\$ 3.00	\$ 86,355.00
262	0715 1 13 LIGHTING CONDUCTORS, F&I, INSULATED, NO 4 TO NO 2	2151	LF	\$ 6.00	\$ 12,906.00
263	0715 7 11 LOAD CENTER, F&I, SECONDARY VOLTAGE	2	EA	\$ 33,800.00	\$ 67,600.00
264	0715 52 8 LIGHTING, SPECIAL LIGHTING	2	EA	\$ 23,300.00	\$ 46,600.00
265	0715 500 1 POLE CABLE DISTRIBUTION SYSTEM, FURNISH AND INSTALL, CONVENTIONAL	52	EA	\$ 900.00	\$ 46,800.00
266	0715 511 125 LIGHT POLE COMPLETE- SPECIAL DESIGN, F&I, SINGLE ARM SHOULDER MOUNT, ALUMINUM, 25'	5	EA	\$ 9,800.00	\$ 49,000.00
267	0715 511 125SP LIGHT POLE COMPLETE- SPECIAL DESIGN, SPECIAL FOUNDATION F&I, POLE TOP MOUNT, ALUMINUM, 15'	9	EA	\$ 19,000.00	\$ 171,000.00
268	0715 516 115 LIGHT POLE COMPLETE-SPECIAL DESIGN, F&I, POLE TOP MOUNT, ALUMINUM, 15'	38	EA	\$ 8,300.00	\$ 315,400.00
269				<b>Sub Total:</b>	<b>\$ 1,397,189.00</b>

**FLORESTA DRIVE - LANDSCAPE**

PAY ITEM NO.	ITEM DESCRIPTION (SIZE / REMARKS)	QUANTITY	UNIT	UNIT PRICE	AMOUNT
270	570-1-2 PERFORMANCE TURF, SOD (STENOTAPHRUM SECUNDATUM 'FLORATUM' - ST. AUGUSTINE)	808.0	SY	\$ 15.00	\$ 12,120.00
271	560-1 RETAINING WALL (STONE)	1	LS	\$ 32,200.00	\$ 32,200.00
272	560-1 FLOATING FOUNTAIN	1	LS	\$ 55,000.00	\$ 55,000.00
273	580-6A ROOT BARRIER 12" (12" ROOT BARRIER WALKS)	1,030.0	LF	\$ 25.00	\$ 25,750.00
274	580-6B ROOT BARRIER 29" (29" ROOT BARRIER UTILITIES)	2,780.0	LF	\$ 50.00	\$ 139,000.00
275	1 YR LANDSCAPE MAINTENANCE (8% of landscape and irrigation cost)	1	LS	\$ 144,000.00	\$ 144,000.00
276	580-1-1 SMALL PLANTS	1	LS	<del>XXXXXXXXXX</del>	
277	FMI - Ficus macrophylla 'Green Island' - Green Island Ficus (#3 GAL, 1.5'x 1.5', 2' OC)	120	EA	\$ 23.00	\$ 2,760.00
278	TFL - Tripsacum floridana - Dwarf Fakahatchee Grass (#3 GAL, 2'x 2', 2.5' OC)	80	EA	\$ 10.00	\$ 800.00
279	LIT1 - Littoral Plantings - Spartina bakeri - Sand Cordgrass (#3 GAL, 1.5'x 1.5', 2' OC)	583	EA	\$ 16.00	\$ 9,328.00
280	LIT2 - LITTORAL SHELF PLANTINGS 25% Pontederia cordata (Pickerelweed), 25% Canna flaccida (Golden Canna), 25% Sagittaria Latifolia (Duck Potato), 25% Elocharis interstincta (Jointed Spikerush) (LINEARS, 18" O.C., BARE ROOT PLANTED IN NATURALISTIC PATTERN IN GROUPS OF 15-35 PLANTS)	965	EA	\$ 5.00	\$ 4,825.00
281	580-1-2 LARGE PLANTS	1	LS	<del>XXXXXXXXXX</del>	

SCHEDULE "A"						
282	CRI - Crinum Augustum 'Queen Emma' - Purple Crinum Lily (#7, 30" x 30")	8	EA	\$ 72.00	\$	576.00
283	DR - Delonix regia - Royal Poinciana (12'x 7', 3.5" CAL)	2	EA	\$ 1,050.00	\$	2,100.00
284	LD - Livistonia decipiens - Ribbon Palm (8'-10' CT, SINGLE, DC TRUNK)	39	EA	\$ 1,700.00	\$	66,300.00
285	L1 - Lagerstroemia indica 'Natchez- White Crepe Myrtle (12' OA x 6' SPRD, MULTI, 3 STEM MIN., FULL, 5' MIN CT.)	3	EA	\$ 870.00	\$	2,610.00
286	L14 - Lagerstroemia indica 'Muskogee'- Crepe Myrtle (12' OA x 6' SPRD, MULTI, 3 STEM MIN., FULL, 5' MIN CT.)	44	EA	\$ 915.00	\$	40,260.00
287	L13 - Lagerstroemia indica 'Tuskegee'- Crepe Myrtle (12' OA x 6' SPRD, MULTI, 3 STEM MIN., FULL, 5' MIN CT.)	38	EA	\$ 915.00	\$	34,770.00
288	L12 - Lagerstroemia indica 'Tuscarora'- Crepe Myrtle (12' OA x 6' SPRD, MULTI, 3 STEM MIN., FULL, 5' MIN CT.)	46	EA	\$ 915.00	\$	42,090.00
289	PT - Ptychosperma elegans - Solitaire Palm (MIN 10' CT, SINGLE, MAX 4" CAL, MATCHED)	52	EA	\$ 870.00	\$	45,240.00
290	QV - Quercus virginiana - Live Oak (16' OA x 8' SPRD, 3.5" CAL, FULL, 5' CT)	24	EA	\$ 1,050.00	\$	25,200.00
291	SP - Sabal palmetto - Sabal Palmetto (10', 14', 20' CT, STGG, (1/3 EACH SIZE), BOOTED/SLICK MIX)	60	EA	\$ 615.00	\$	36,900.00
292	SPC - Sabal palmetto - Sabal Palmetto (10', 14', 20' CT, STGG, (1/3 EACH SIZE), SLICK, CURVED TRUNK)	21	EA	\$ 760.00	\$	15,960.00
293				<b>Sub Total:</b>	\$	<b>737,789.00</b>

**FLORESTA DRIVE - IRRIGATION**

IRRIGATION SYSTEM COMPONENTS						
PAY ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		AMOUNT
294	<b>0590-70 IRRIGATION SYSTEM</b>	1	LS	<del>51.00</del>		
295	Rain Bird 1401 Bubbler	604	EA	\$ 51.00	\$	30,804.00
296	Rain Bird #1806-SAM-PRS with MP Rotator Nozzles - End Strip - ES	16	EA	\$ 57.00	\$	912.00
297	Rain Bird #1806-SAM-PRS with MP Rotator Nozzles - Side Strip - SS	37	EA	\$ 57.00	\$	2,109.00
298	Rain Bird #1806-SAM-PRS with MP800SR Rotator Nozzles - 6", 8' HALF	442	EA	\$ 57.00	\$	25,194.00
299	Netafilm Dripline - Techline CV	800	LF	\$ 4.00	\$	3,200.00
300	Rain Bird 1.0" PESB Valve (Model #100PESB) with Nibco T-113 Gate Valve in Jumbo NDS Valve Box (Model #218BCB)	3	EA	\$ 2,150.00	\$	6,450.00
301	Rain Bird 1.5" PESB Valve (Model #150PESB) with Nibco T-113 Gate Valve in Jumbo NDS Valve Box (Model #218BCB)	13	EA	\$ 2,335.00	\$	30,355.00
302	Rain Bird 2" PESB Master Valve (Model #150PESB) with Nibco T-113 Gate Valve in Jumbo NDS Valve Box (Model #218BCB)	1	EA	\$ 4,000.00	\$	4,000.00
303	Rain Bird ESP-SITE-S24 Station controller	2	EA	\$ 30,600.00	\$	61,200.00
304	Rain Bird Rain Can on a 2" Galvanized Steel Pole	1	EA	\$ 4,600.00	\$	4,600.00
305	2" Water Meter per city codes	1	EA	\$ 7,250.00	\$	7,250.00
306	2" Backflow Preventer per plumbing codes	1	EA	\$ 8,700.00	\$	8,700.00
307	3" Isolation Valve - Aquafuse + Valve Box	12	EA	\$ 2,900.00	\$	34,800.00
308	Air Release valve + Saddle Tee + Valve Box	4	EA	\$ 2,100.00	\$	8,400.00
309	3" In Line Flow Sensor + valve box + pulse decoder	1	EA	\$ 3,640.00	\$	3,640.00
310	3" HDPE DR 11 - Mainline Pipe and Fittings	5,640	LF	\$ 20.00	\$	112,800.00
311	Class 200 PVC Lateral Line + Sch 40 PVC Fittings - Size on Plans	17,130	LF	\$ 5.00	\$	85,650.00
312	Class 200 PVC Sleeves (Size Noted on Plans, Sleeves intalled with Roadway)	2,730	LF	\$ 23.00	\$	62,790.00
313	MaxiCom Communication Cable + 1.5" PVC Conduit	5,390	LF	\$ 17.00	\$	91,630.00
314	#14 AWG UF Irrigation Control Wires + 2" PVC Conduit	4,850	LF	\$ 20.00	\$	97,000.00
315				<b>Sub Total:</b>	\$	<b>681,484.00</b>

**FLORESTA DRIVE - UTILITY RELOCATION**

PAY ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		AMOUNT
316	W-1 6" PVC WATERMAIN	2,601	LF	\$ 98.00	\$	254,898.00
317	W-2 8" PVC WATERMAIN	250	LF	\$ 149.00	\$	37,250.00
318	W-3 12" PVC WATERMAIN	7,260	LF	\$ 151.00	\$	1,096,260.00
319	W-4 AWWA C153 FITTINGS WEIGHTS	6	TN	\$ 37,000.00	\$	222,000.00
320	W-4a 4" LINE STOP	5	EA	\$ 15,125.00	\$	75,625.00
321	W-5 4"x4" TAPPING SLEEVE AND VALVE	5	EA	\$ 9,200.00	\$	46,000.00
322	W-6 6" GATE VALVE	16	EA	\$ 3,000.00	\$	48,000.00
323	W-7 6" LINE STOP	15	EA	\$ 14,200.00	\$	213,000.00
324	W-8 6"x6" TAPPING SLEEVE AND VALVE	15	EA	\$ 7,200.00	\$	108,000.00
325	W-9 8" GATE VALVE	2	EA	\$ 3,900.00	\$	7,800.00
326	W-10 8" LINE STOP	2	EA	\$ 16,600.00	\$	33,200.00
327	W-11 8"x8" TAPPING SLEEVE AND VALVE	3	EA	\$ 8,500.00	\$	25,500.00
328	W-12 12" GATE VALVE	16	EA	\$ 6,400.00	\$	102,400.00
329	W-13 12" LINE STOP	3	EA	\$ 19,000.00	\$	57,000.00
330	W-14 12"x12" TAPPING SLEEVE AND VALVE	3	EA	\$ 13,600.00	\$	40,800.00
331	W-15 BACTERIOLOGICAL SAMPLE POINTS	24	EA	\$ 865.00	\$	20,760.00
332	W-16 FIRE HYDRANT ASSEMBLY (F&I)	5	EA	\$ 10,000.00	\$	50,000.00
333	W-17 FIRE HYDRANT RELOCATION	1	EA	\$ 5,000.00	\$	5,000.00
334	W-18 4" / 6" AC PIPE REMOVAL/GROUTING	4,391	LF	\$ 21.00	\$	92,211.00
335	W-19 8" AC PIPE REMOVAL/GROUTING	1,495	LF	\$ 34.00	\$	50,830.00
336	W-20 12" AC PIPE REMOVAL/GROUTING	2,900	LF	\$ 59.00	\$	171,100.00

SCHEDULE "A"						
337	W-21	6' / 8" PVC PIPE REMOVAL	4,252	LF	\$ 26.00	\$ 110,552.00
338	W-22	12" PVC PIPE REMOVAL	700	LF	\$ 23.00	\$ 16,100.00
339	W-23	WATER SERVICE PIPE (Residential)	2,367	LF	\$ 14.00	\$ 33,138.00
340	W-24	WATER SERVICE SINGLE	26	EA	\$ 2,800.00	\$ 72,800.00
341	W-25	WATER SERVICE DOUBLE	34	EA	\$ 3,200.00	\$ 108,800.00
342	W-26	2" COMMERCIAL SERVICE	1	EA	\$ 7,080.00	\$ 7,080.00
343	W-27	WATER VALVE ABANDONMENT	3	EA	\$ 670.00	\$ 2,010.00
344	S-1	2" LPFM PVC SANITARY	450	LF	\$ 48.00	\$ 21,600.00
345	S-2	2.5" LPFM PVC SANITARY	770	LF	\$ 44.00	\$ 33,880.00
346	S-3	3" LPFM PVC SANITARY	580	LF	\$ 64.00	\$ 37,120.00
347	S-4	4" LPFM PVC SANITARY	724	LF	\$ 60.00	\$ 43,440.00
348	S-5	6" LPFM PVC SANITARY	1,273	LF	\$ 93.00	\$ 118,389.00
349	S-6	8" LPFM PVC SANITARY	500	LF	\$ 72.00	\$ 36,000.00
350	S-7	SDR-21 PVC FITTINGS	0.5	TN	\$ 234,000.00	\$ 117,000.00
351	S-8	IN-LINE CLEANOUT	9	EA	\$ 9,500.00	\$ 85,500.00
352	S-9	TERMINAL CLEANOUT ASSEMBLY	3	EA	\$ 5,150.00	\$ 15,450.00
353	S-10	2.5" GATE VALVE	1	EA	\$ 2,400.00	\$ 2,400.00
354	S-11	3" GATE VALVE	4	EA	\$ 2,500.00	\$ 10,000.00
355	S-12	4" GATE VALVE	2	EA	\$ 2,700.00	\$ 5,400.00
356	S-13	6" GATE VALVE	4	EA	\$ 3,100.00	\$ 12,400.00
357	S-14	8" GATE VALVE	2	EA	\$ 4,000.00	\$ 8,000.00
358	S-15	6" LINE STOP	4	EA	\$ 14,400.00	\$ 57,600.00
359	S-16	6"x6" TAPPING SLEEVE AND VALVE	2	EA	\$ 7,500.00	\$ 15,000.00
360	S-17	PIG LAUNCHING PORT (Naranja Ave)	1	EA	\$ 27,500.00	\$ 27,500.00
361	S-18	2" - 8" PVC / DUCTILE IORN PIPE REMOVAL	4,835	LF	\$ 17.00	\$ 82,195.00
362	S-19	LPFM SERVICE PIPE (Residential)	1,486	LF	\$ 19.00	\$ 28,234.00
363	S-20	LPFM SERVICE SINGLE	20	EA	\$ 2,750.00	\$ 55,000.00
364	S-21	LPFM SERVICE DOUBLE	13	EA	\$ 5,210.00	\$ 67,730.00
365	S-22	LPFM VALVE ADJUSTMENT	5	EA	\$ 1,300.00	\$ 6,500.00
366					<b>Sub Total:</b>	<b>\$ 3,994,452.00</b>
<b>D-11 CANAL IMPROVEMENTS</b>						
	PAY ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
367	0101 1	MOBILIZATION (10%)	1	LS	\$ 810,000.00	\$ 810,000.00
368	0102 1	MAINTENANCE OF TRAFFIC	1	LS	\$ 12,900.00	\$ 12,900.00
369	0104 10 3	SEDIMENT BARRIER	4,150	LF	\$ 2.00	\$ 8,300.00
370	0104 11	FLOATING TURBIDITY BARRIER	100	LF	\$ 24.00	\$ 2,400.00
371	0104 18	INLET PROTECTION SYSTEM	15	EA	\$ 500.00	\$ 7,500.00
372	0108 1	MONITOR EXISTING STRUCTURES- INSPECTION AND SETTLEMENT MONITORING	1	LS	\$ 52,300.00	\$ 52,300.00
373	0108 2	MONITOR EXISTING STRUCTURES- VIBRATION MONITORING	1	LS	\$ 82,300.00	\$ 82,300.00
374	0110 1 1	CLEARING AND GRUBBING	1	LS	\$ 178,000.00	\$ 178,000.00
375	0120 1	REGUAR EXCAVATION	139.0	CY	\$ 16.00	\$ 2,224.00
376	0120 4	SUBSOIL EXCAVATION	2,053.4	CY	\$ 26.00	\$ 53,388.40
377	0120 5	CHANNEL EXCAVATION	785.8	CY	\$ 77.00	\$ 60,506.60
378	0120 6	EMBANKMENT	11,887.0	CY	\$ 31.00	\$ 368,497.00
379	0400 4 8	CONCRETE CLASS IV, BULKHEADS	57.9	CY	\$ 4,100.00	\$ 237,390.00
380	0415 1 8	REINFORCING STEEL - BULKHEAD	4,047	LB	\$ 7.00	\$ 28,329.00
381	0425 1541	INLETS, DT BOT, TYPE D, <10'	2	EA	\$ 14,240.00	\$ 28,480.00
382	0425 1583	INLETS, DT BOT, TYPE H, J BOTTOM <10'	4	EA	\$ 89,500.00	\$ 358,000.00
383	0425 1584	INLETS, DT BOT, TYPE H, J BOTTOM >10'	2	EA	\$ 89,500.00	\$ 179,000.00
384	0425 1589	INLETS, DT BOT, TYPE H, MODIFY	1	EA	\$ 165,000.00	\$ 165,000.00
385	0425 2 91	MANHOLES, J-8, <10'	1	EA	\$ 19,300.00	\$ 19,300.00
386	0430 175 130	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30" S/CD	8	LF	\$ 480.00	\$ 3,840.00
387	0430 175 172	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 72" S/CD	1,448	LF	\$ 1,280.00	\$ 1,853,440.00
388	0430 175 254	PIPE CULVERT, OPT MATERIAL, OTHER SHAPE-ELLIP/ARCH, 54" S/CD	99	LF	\$ 1,500.00	\$ 148,500.00
389	0430 175 260	PIPE CULVERT, OPT MATERIAL, OTHER SHAPE-ELLIP/ARCH, 60" S/CD	2,178	LF	\$ 1,135.00	\$ 2,472,030.00
390	0430 886 60	MANATEE GRATE FOR 60" OR GREATER PIPE	2	EA	\$ 10,100.00	\$ 20,200.00
391	0430 94 3	DESILTING PIPE, 37-48"	130	LF	\$ 52.00	\$ 6,760.00
392	0430 94 4	DESILTING PIPE, 49-60"	195	LF	\$ 67.00	\$ 13,065.00
393	0455 133 3	SHEET PILING STEEL, F & I PERMANENT	9,857	SF	\$ 83.00	\$ 818,131.00
394	0530 3 3	RIPRAP-RUBBLE, BANK AND SHORE	374.6	TN	\$ 135.00	\$ 50,571.00
395	0530 74	BEDDING STONE	133	TN	\$ 227.00	\$ 30,281.80
396	0550 10222	FENCING, TYPE B, 5.1-6.0, W/ VINYL COATING	198	LF	\$ 61.00	\$ 12,078.00
397	0550 10928	FENCING, SPECIAL TYPE, 5.1-6.0', RESET EXISTING	35	LF	\$ 43.00	\$ 1,505.00
398	0550 60223	FENCE GATE, TYPE B, DBL, 12.1-18', OPENING	1	EA	\$ 3,340.00	\$ 3,340.00
399	0570 1 2	PERFORMANCE TURF (SOD)	10,763	SY	\$ 8.00	\$ 86,104.00
400		<b>SUBTOTAL</b>				<b>\$ 8,173,660.80</b>
<b>CONTINGENCY ITEMS</b>						
401	0430 96	DRAINAGE PIPE REPAIR - CONCRETE COLLAR AT JOINT	1	EA	\$ 3,500.00	\$ 3,500.00
402	0550 10928	FENCING, SPECIAL TYPE, 5.1-6.0', RESET EXISTING	100	LF	\$ 32.00	\$ 3,200.00
403		<b>SUBTOTAL</b>				<b>\$ 6,700.00</b>
404		<b>GRAND TOTAL</b>				<b>\$ 50,894,335.18</b>

CONTRACTOR'S SIGNATURE: \_\_\_\_\_

<b>SCHEDULE "A"</b>		

CONTRACTOR'S NAME (PRINT): Benjamin Miller  
CONTRACTOR'S PHONE #: 772-220-2722  
CONTRACTOR'S EMAIL: Bmiller@felixcivil.com