

**CITY OF PORT SAINT LUCIE
CONTRACT #20200054**

This CONTRACT, executed this 21st day of August, 2020, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, party of the first part, duly organized under the laws of the State of Florida, hereinafter called “City”, and FELIX ASSOCIATES OF FLORIDA, INC., 8528 SW Kansas Avenue, Stuart, Florida 34997, Telephone No. (772) 220-2722 Fax No. (772) 220-2728, party of the second part, hereinafter called “Contractor”. City and Contractor may be referred to individually 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 for the Construction of Floresta Drive Improvements, Phase I from the Southbend Roundabout to the Elkcarn Waterway 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 sent by certified mail with return receipt request, email (with proof of confirmation) and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

As used herein the Project Manager shall mean:

Heath Stocton, P.E., or his designee.
City of Port St. Lucie Public Works Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 344-4239 Fax: (772) 871-5289
Email: hstocton@cityofpsl.com

As used herein the Contract Administrator shall mean:

Robyn Holder, CPPB
City of Port St. Lucie Procurement Management Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 344-4293 Fax: (772) 871-7337
Email: rholder@cityofpsl.com

As used herein the Contractor for this project shall mean:

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

SECTION II DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20200054, **Construction of Floresta Drive Improvements, Phase I from the Southbend Roundabout to the Elkcam Waterway** including all Attachments, Addenda, Construction Plans, FDOT Specifications, and all other restrictions and requirements are incorporated by this reference.

SCOPE OF WORK

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

The improvements include both a two-lane section with landscaped median and a two-lane section with a bi-directional turn lane. Both sections include sidewalks, bike lanes, curb and gutter, landscape, irrigation, watermain adjustments and pedestrian lighting.

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

The Contractor will need to coordinate remaining pole removals and all other public utility relocations that may take up to 6 months. No additional cost or time will be added to work around poles until they are removed, unless the Contractor shows that they have made sufficient coordination efforts and that no mitigation or resequencing is possible to allow critical path work to proceed. Coordination of all utilities in conflict with construction are the Contractor's responsibility to assure that the schedule is maintained. The Contractor must hold a preconstruction utility coordination meeting with the utility companies, CEI and City, and must hold utility progress meetings at least every 2 weeks.

SECTION III TIME OF PERFORMANCE

The Contract Period start date will be September 14, 2020 and will terminate three hundred thirty-five (335) calendar days for Substantial Completion and thirty (30) calendar days later for Final Completion. The Contract shall terminate thereafter on September 14, 2021. Liquidated Damages are associated with both Substantial and Final Completion. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered and accepted by the City.

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

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

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

SECTION 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 \$11,087,791.41 . Payments will be disbursed in the following manner:

SCHEDULE "A"

| LINE # | PAY ITEM NO. | ITEM DESCRIPTION | QUAN. | UNIT | UNIT PRICE | AMOUNT |
|----------------|---------------|---|----------|------|---------------|-----------------|
| ROADWAY | | | | | | |
| 1 | 0101 1 | MOBILIZATION | 1 | LS | \$ 940,800.00 | \$ 940,800.00 |
| 2 | 0101 18 | CONSTRUCTION VIDEO | 1 | LS | \$ 1,004.00 | \$ 1,004.00 |
| 3 | 0101 99 | SURVEY STAKING & RECORD DRAWINGS | 1 | LS | \$ 105,918.00 | \$ 105,918.00 |
| 4 | 0102 1 | MAINTENANCE OF TRAFFIC (INCL. PEDESTRIAN M.O.T.) | 1 | LS | \$ 578,594.00 | \$ 578,594.00 |
| 5 | 0104 10 3 | SEDIMENT BARRIER | 13,786 | LF | \$ 1.70 | \$ 23,436.20 |
| 6 | 0104 11 | FLOATING TURBIDITY BARRIER | 211 | LF | \$ 17.00 | \$ 3,587.00 |
| 7 | 0104 12 | STAKED TURBIDITY BARRIER | 460 | LF | \$ 13.00 | \$ 5,980.00 |
| 8 | 0104 18 | INLET PROTECTION SYSTEM | 1 | EA | \$ 593.00 | \$ 593.00 |
| 9 | 0107 1 | LITTER REMOVAL | 148.37 | AC | \$ 60.00 | \$ 8,902.20 |
| 10 | 0107 2 | MOWING | 81.20 | AC | \$ 110.00 | \$ 8,932.00 |
| 11 | 0108 1 | MONITOR EXISTING STRUCTURES- INSPECTION AND SETTLEMENT MONITORING | 1 | LS | \$ 21,954.00 | \$ 21,954.00 |
| 12 | 0108 2 | MONITOR EXISTING STRUCTURES- VIBRATION MONITORING | 1 | LS | \$ 22,228.00 | \$ 22,228.00 |
| 13 | 0110 1 1 | CLEARING AND GRUBBING | 15.70 | AC | \$ 9,730.00 | \$ 152,761.00 |
| 14 | 0110 4 10 | REMOVAL OF EXISTING CONCRETE | 5,009 | SY | \$ 10.00 | \$ 50,090.00 |
| 15 | 0120 1 | REGULAR EXCAVATION | 52,153.3 | CY | \$ 5.60 | \$ 292,058.48 |
| 16 | 0120 4 | UNSUITABLE SOIL EXCAVATION | 10.0 | CY | \$ 14.00 | \$ 140.00 |
| 17 | 0120 6 | EMBANKMENT | 6,756.2 | CY | \$ 9.10 | \$ 61,481.42 |
| 18 | 0160 4 | TYPE B STABILIZATION | 38,297 | SY | \$ 7.35 | \$ 281,482.95 |
| 19 | 0285 706 | OPTIONAL BASE, BASE GROUP 06 | 93 | SY | \$ 29.00 | \$ 2,697.00 |
| 20 | 0285 709 | OPTIONAL BASE, BASE GROUP 09 | 35,568 | SY | \$ 34.00 | \$ 1,209,312.00 |
| 21 | 0285 713 | OPTIONAL BASE, BASE GROUP 13 | 237 | SY | \$ 103.00 | \$ 24,411.00 |
| 22 | 0285 715 | OPTIONAL BASE, BASE GROUP 15 | 514 | SY | \$ 60.00 | \$ 30,840.00 |
| 23 | 0327 70 1 | MILLING EXIST. ASPH. PAVT. 1.0" AVG. DEPTH | 2,955 | SY | \$ 3.50 | \$ 10,342.50 |
| 24 | 0327 70 6 | MILLING EXIST ASPH PAVT. 1.5" AVG DEPTH | 2,696 | SY | \$ 10.00 | \$ 26,960.00 |
| 25 | 0334 1 12 | SUPERPAVE ASPHALTIC CONC. TRAFFIC B | 586.2 | TN | \$ 133.00 | \$ 77,964.60 |
| 26 | 0334 1 13 | SUPERPAVE ASPHALTIC CONC. TRAFFIC C | 4,147.8 | TN | \$ 125.00 | \$ 518,475.00 |
| 27 | 0337 7 80 | ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC-9.5, PG 76-22 | 175.6 | TN | \$ 143.00 | \$ 25,110.80 |
| 28 | 0337 7 81 | ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC-12.5, PG 76-22 | 351.7 | TN | \$ 212.00 | \$ 74,560.40 |
| 29 | 0337 7 83 | ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG 76-22 | 2,450.2 | TN | \$ 124.00 | \$ 303,824.80 |
| 30 | 0400 0 11 | CONCRETE CLASS NS, GRAVITY WALL | 12.1 | CY | \$ 1,088.00 | \$ 13,164.80 |
| 31 | 0425 1 351 | INLETS, CURB, TYPE P-5, <10' | 25 | EA | \$ 4,275.00 | \$ 106,875.00 |

Construction of Floresta Drive Improvement – Phase I

| | | | | | | |
|----|-----------------|---|--------|----|---------------|---------------|
| 32 | 0425 1 361 | INLETS, CURB, TYPE P-6, <10' | 9 | EA | \$ 4,577.00 | \$ 41,193.00 |
| 33 | 0425 1 451 | INLETS, CURB, TYPE J-5, <10' | 8 | EA | \$ 5,672.00 | \$ 45,376.00 |
| 34 | 0425 1 461 | INLETS, CURB, TYPE J-6, <10' | 2 | EA | \$ 5,361.00 | \$ 10,722.00 |
| 35 | 0425 1 541 | INLETS, DT BOT, TYPE D, <10' | 4 | EA | \$ 2,966.00 | \$ 11,864.00 |
| 36 | 0425 1 543 | INLETS, DT BOT, TYPE D, J BOT, <10' | 2 | EA | \$ 3,965.00 | \$ 7,930.00 |
| 37 | 0425 1 549 | INLETS, DT BOT, TYPE D, MODIFY | 2 | EA | \$ 15,268.00 | \$ 30,536.00 |
| 38 | 0425 1 589 | INLETS, DT BOT, TYPE H, MODIFY | 2 | EA | \$ 108,553.00 | \$ 217,106.00 |
| 39 | 0425 2 41 | MANHOLES, P-7, <10' | 4 | EA | \$ 3,364.00 | \$ 13,456.00 |
| 40 | 0425 2 61 | MANHOLES, P-8, <10' | 9 | EA | \$ 3,639.00 | \$ 32,751.00 |
| 41 | 0425 2 71 | MANHOLES, J-7, <10' | 3 | EA | \$ 4,187.00 | \$ 12,561.00 |
| 42 | 0425 2 91 | MANHOLES, J-8, <10' | 2 | EA | \$ 6,524.00 | \$ 13,048.00 |
| 43 | 0425 10 | YARD DRAIN | 30 | EA | \$ 2,444.00 | \$ 73,320.00 |
| 44 | 0430 175 115 | PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 15" S/CD | 1,011 | LF | \$ 46.00 | \$ 46,506.00 |
| 45 | 0430 175 118 | PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD | 2,790 | LF | \$ 62.00 | \$ 172,980.00 |
| 46 | 0430 175 124 | PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/CD | 2,928 | LF | \$ 72.00 | \$ 210,816.00 |
| 47 | 0430 175 130 | PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30" S/CD | 719 | LF | \$ 96.00 | \$ 69,024.00 |
| 48 | 0430 175 136 | PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 36" S/CD | 831 | LF | \$ 101.00 | \$ 83,931.00 |
| 49 | 0430 175 172 | PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 72"S/CD | 68 | LF | \$ 942.00 | \$ 64,056.00 |
| 50 | 0430 175 218 | PIPE CULVERT, OPTIONAL MATERIAL, ELLIPTICAL, 18"S/CD | 76 | LF | \$ 84.00 | \$ 6,384.00 |
| 51 | 0430 175 230 | PIPE CULVERT, OPTIONAL MATERIAL, ELLIPTICAL, 30"S/CD | 528 | LF | \$ 129.00 | \$ 68,112.00 |
| 52 | 0430 982 125 | MITERED END SECTION, OPTIONAL ROUND, 18" CD | 2 | EA | \$ 1,440.00 | \$ 2,880.00 |
| 53 | 0430 982 129 | MITERED END SECTION, OPTIONAL ROUND, 24" CD | 3 | EA | \$ 1,771.00 | \$ 5,313.00 |
| 54 | 0430 982 133 | MITERED END SECTION, OPTIONAL ROUND, 30" CD | 1 | EA | \$ 5,978.00 | \$ 5,978.00 |
| 55 | 0455 133 2 | SHEET PILING STEEL, TEMPORARY-CRITICAL | 4,050 | SF | \$ 1.00 | \$ 4,050.00 |
| 56 | 0520 1 7 | CONCRETE CURB & GUTTER, TYPE E | 4,804 | LF | \$ 27.00 | \$ 129,708.00 |
| 57 | 0520 1 10 | CONCRETE CURB & GUTTER, TYPE F | 12,148 | LF | \$ 22.00 | \$ 267,256.00 |
| 58 | 0520 2 2 | CONCRETE CURB & GUTTER, TYPE B | 3,255 | LF | \$ 16.00 | \$ 52,080.00 |
| 59 | 0520 2 4 | CONCRETE CURB & GUTTER, TYPE D | 143 | LF | \$ 19.00 | \$ 2,717.00 |
| 60 | 0520 2 8 | CONCRETE CURB & GUTTER, TYPE RA | 179 | LF | \$ 28.00 | \$ 5,012.00 |
| 61 | 0520 6 | SHOULDER GUTTER-CONCRETE | 116 | LF | \$ 24.00 | \$ 2,784.00 |
| 62 | 0522 1 | CONCRETE SIDEWALK, 4" | 6,257 | SY | \$ 37.00 | \$ 231,509.00 |
| 63 | 0522 2 | CONCRETE SIDEWALK AND DRIVEWAY, 6" | 3,799 | SY | \$ 47.00 | \$ 178,553.00 |
| 64 | 0523 1 | PATTERNED PAVEMENT, VEHICULAR AREAS | 88 | SY | \$ 71.00 | \$ 6,248.00 |
| 65 | 0523 1 3 | PATTERNED PAVEMENT, VEHICULAR AREAS- GREEN BIKE LANE | 211 | SY | \$ 132.00 | \$ 27,852.00 |
| 66 | 0523 2 | PATTERNED PAVEMENT, NON-VEHICULAR AREAS | 1,306 | SY | \$ 70.00 | \$ 91,420.00 |

Construction of Floresta Drive Improvement – Phase I

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|----------------------|----------------|--|----------------------------|----|--------------|------------------------|
| 67 | 0527 2 | DETECTABLE WARNINGS | 614 | SF | \$ 43.00 | \$ 26,402.00 |
| 68 | 0528 1 | DIRECTIONAL INDICATORS | 99 | SF | \$ 43.00 | \$ 4,257.00 |
| 69 | 0530 3 3 | RIPRAP-RUBBLE, BANK AND SHORE | 379.7 | TN | \$ 81.00 | \$ 30,755.70 |
| 70 | 0530 74 | BEDDING STONE | 135.2 | TN | \$ 60.00 | \$ 8,112.00 |
| 71 | 0534 73 | PERIMETER WALL | 3,565 | SF | \$ 17.00 | \$ 60,605.00 |
| 72 | 0536 73 | GUARDRAIL REMOVAL | 207 | LF | \$ 18.00 | \$ 3,726.00 |
| 73 | 0550 10 220 | FENCING, TYPE B, 5.1-6.0', STANDARD | 49 | LF | \$ 44.00 | \$ 2,156.00 |
| 74 | 0550 60 234 | FENCE GATE, TYPE B, SLIDING/CANTILEVER, 18.1-20.0' OPENING | 1 | EA | \$ 4,457.00 | \$ 4,457.00 |
| 75 | 0563 4 | ANTI-GRAFFITI COATING, NON-SACRIFICIAL | 6,732 | SF | \$ 1.10 | \$ 7,405.20 |
| 76 | 0570 1 2A | PERFORMANCE TURF (SOD - BAHIA) | 17,398 | SY | \$ 5.65 | \$ 98,298.70 |
| 77 | 2000 1 | UTILITY COORDINATION | 1 | LS | \$ 11,404.00 | \$ 11,404.00 |
| 78 | | | SUBTOTAL AMOUNT | | | \$ 7,487,090.75 |
| SIGNALIZATION | | | | | | |
| 79 | 0630 2 11 | CONDUIT, FURNISH & INSTALL, OPEN TRENCH | 394 | LF | \$ 13.00 | \$ 5,122.00 |
| 80 | 0630 2 12 | CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE | 597 | LF | \$ 31.00 | \$ 18,507.00 |
| 81 | 0632 7 1 | SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL | 1 | PI | \$ 7,998.00 | \$ 7,998.00 |
| 82 | 0634 4 600 | SPAN WIRE ASSEMBLY, REMOVE- POLES REMAIN | 1 | PI | \$ 2,221.00 | \$ 2,221.00 |
| 83 | 0635 2 11 | PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE | 33 | EA | \$ 456.00 | \$ 15,048.00 |
| 84 | 0639 1 122 | ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR | 1 | AS | \$ 2,479.00 | \$ 2,479.00 |
| 85 | 0639 2 1 | ELECTRICAL SERVICE WIRE, FURNISH & INSTALL | 505 | LF | \$ 5.15 | \$ 2,600.75 |
| 86 | 0639 3 11 | ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT | 2 | EA | \$ 1,003.00 | \$ 2,006.00 |
| 87 | 0639 4 1 | EMERGENCY GENERATOR (F&I) (HONDA EU 3000 IS) | 1 | AS | \$ 4,265.00 | \$ 4,265.00 |
| 88 | 0641 2 12 | PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE | 1 | EA | \$ 1,473.00 | \$ 1,473.00 |
| 89 | 0641 2 70 | PRESTRESSED CONCRETE POLE, SHALLOW POLE REMOVAL- POLE 30' AND GREATER | 1 | EA | \$ 5,082.00 | \$ 5,082.00 |
| 90 | 0646 1 11 | ALUMINUM SIGNALS POLE, PEDESTAL | 8 | EA | \$ 1,564.00 | \$ 12,512.00 |
| 91 | 0649 21 10 | STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 60' | 2 | EA | \$ 55,511.00 | \$ 111,022.00 |
| 92 | 0649 21 15 | STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 70' | 2 | EA | \$ 66,316.00 | \$ 132,632.00 |
| 93 | 0650 1 14 | TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY | 12 | AS | \$ 985.00 | \$ 11,820.00 |
| 94 | 0650 1 19 | VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 5 SECTION CLUSTER, 1 WAY | 3 | AS | \$ 1,701.00 | \$ 5,103.00 |
| 95 | 0653 1 11 | PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY | 8 | AS | \$ 652.00 | \$ 5,216.00 |
| 96 | 0653 1 60 | PEDESTRIAN SIGNAL, REMOVE PED SIGNAL- POLE/PEDESTAL TO REMAIN | 6 | EA | \$ 41.00 | \$ 246.00 |
| 97 | 0660 4 11 | VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL CABINET EQUIPMENT | 1 | EA | \$ 17,047.00 | \$ 17,047.00 |

Construction of Floresta Drive Improvement – Phase I

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|--|----------------|---|----------------------------|----|--------------|----------------------|
| 98 | 0660 4 12 | VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT | 4 | EA | \$ 3,377.00 | \$ 13,508.00 |
| 99 | 0665 1 11 | PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD | 8 | EA | \$ 206.00 | \$ 1,648.00 |
| 100 | 0665 1 60 | PEDESTRIAN DETECTOR, REMOVE- POLE/PEDESTAL TO REMAIN | 6 | EA | \$ 20.00 | \$ 120.00 |
| 101 | 0670 5 110 | TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA | 1 | AS | \$ 33,450.00 | \$ 33,450.00 |
| 102 | 0670 5 600 | TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET | 1 | EA | \$ 1,216.00 | \$ 1,216.00 |
| 103 | 0680 1 112 | SYSTEM CONTROL EQUIPMENT, FURNISH & INSTALL, ADAPTIVE SIGNAL CONTROL SYSTEM- NEMA, CABINET EQUIPMENT | 1 | EA | \$ 51,092.00 | \$ 51,092.00 |
| 104 | 0680 1 113 | SYSTEM CONTROL EQUIPMENT, FURNISH & INSTALL, ADAPTIVE SIGNAL CONTROL SYSTEM- NEMA, ABOVE GROUND EQUIPMENT | 1 | EA | \$ 21,442.00 | \$ 21,442.00 |
| 105 | 0685 1 13 | UNINTERRUPTIBLE POWER SUPPLY, FURNISH AND INSTALL, LINE INTERACTIVE WITH CABINET | 1 | EA | \$ 8,828.00 | \$ 8,828.00 |
| 106 | 0690 32 1 | POLE REMOVAL - SHALLOW (DIRECT BURIAL) | 1 | EA | \$ 5,082.00 | \$ 5,082.00 |
| 107 | 0700 3 201 | SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF | 3 | EA | \$ 640.00 | \$ 1,920.00 |
| 108 | 0700 5 22 | INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, OVERHEAD MOUNT, 12-18 SF | 4 | EA | \$ 2,137.00 | \$ 8,548.00 |
| 109 | 0700 11 391 | ELECTRONIC DISPLAY SIGN, FURNISH & INSTALL OVERHEAD MOUNT- AC POWERED, BLANK OUT SIGN, UP TO 12 SF | 1 | AS | \$ 5,617.00 | \$ 5,617.00 |
| 110 | 0715 1 12 | LIGHTING CONDUCTORS, F&I, INSULATED, NO.8 - 6 | 1,730 | LF | \$ 1.70 | \$ 2,941.00 |
| 111 | 0715 5 31 | LUMINAIRE & BRACKET ARM- ALUMINUM, FURNISH & INSTALL NEW LUMINAIRE AND ARM ON NEW/EXISTING POLE | 3 | EA | \$ 1,538.00 | \$ 4,614.00 |
| 112 | 0715 500 1 | POLE CABLE DISTRIBUTION SYSTEM, FURNISH AND INSTALL, CONVENTIONAL | 3 | EA | \$ 611.00 | \$ 1,833.00 |
| 113 | | | SUBTOTAL AMOUNT | | | \$ 524,258.75 |
| SIGNING & PAVEMENT MARKINGS | | | | | | |
| 114 | 0700 1 11 | SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF | 55 | AS | \$ 423.00 | \$ 23,265.00 |
| 115 | 0700 1 50 | SINGLE POST SIGN, RELOCATE | 9 | AS | \$ 137.00 | \$ 1,233.00 |
| 116 | 0700 1 60 | SINGLE POST SIGN, REMOVE | 24 | AS | \$ 27.00 | \$ 648.00 |
| 117 | 0700 1 99 | SINGLE POST DECORATIVE SIGN | 6 | AS | \$ 1,383.00 | \$ 8,298.00 |
| 118 | 0700 2 13 | MULTI- POST SIGN, F&I GROUND MOUNT, 21-30 SF | 2 | AS | \$ 5,708.00 | \$ 11,416.00 |
| 119 | 0705 10 1 | OBJECT MARKER, TYPE 1 | 2 | EA | \$ 137.00 | \$ 274.00 |
| 120 | 0705 11 1 | DELINEATOR, FLEXIBLE TUBULAR | 8 | EA | \$ 93.00 | \$ 744.00 |
| 121 | 0710 90 | PAINTED PAVEMENT MARKING-FINAL SURFACE | 1 | LS | \$ 15,697.00 | \$ 15,697.00 |
| 122 | 0711 11 123 | THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK | 2,350 | LF | \$ 1.90 | \$ 4,465.00 |
| 123 | 0711 11 124 | THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS | 248 | LF | \$ 2.80 | \$ 694.40 |
| 124 | 0711 11 125 | THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK | 410 | LF | \$ 4.65 | \$ 1,906.50 |

Construction of Floresta Drive Improvement – Phase I

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|-----------------|----------------|--|------------------------|----|-------------|----------------------|
| 125 | 0711 11 141 | THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6" | 0.902 | GM | \$ 1,229.00 | \$ 1,108.56 |
| 126 | 0711 11 144 | THERMOPLASTIC, STANDARD, WHITE, 2-2 DOTTED EXTENSION LINE, 12" FOR ROUNDABOUT | 0.023 | GM | \$ 2,142.00 | \$ 49.27 |
| 127 | 0711 11 160 | THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL | 8 | EA | \$ 203.00 | \$ 1,624.00 |
| 128 | 0711 11 170 | THERMOPLASTIC, STANDARD, WHITE, ARROW | 56 | EA | \$ 82.00 | \$ 4,592.00 |
| 129 | 0711 11 180 | THERMOPLASTIC, STANDARD, WHITE, YIELD LINE | 51 | LF | \$ 5.75 | \$ 293.25 |
| 130 | 0711 11 224 | THERMOPLASTIC, STANDRAD, YELLOW, SOLID, 18" FOR DIAGONALS AND CHEVRONS | 100 | LF | \$ 2.80 | \$ 280.00 |
| 131 | 0711 11 241 | THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE /6-10 DOTTED EXTENSION LINE, 6" | 0.011 | GM | \$ 1,120.00 | \$ 12.32 |
| 132 | 0711 14 125 | THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK | 1,524 | LF | \$ 17.00 | \$ 25,908.00 |
| 133 | 0711 14 160 | THERMOPLASTIC, PREFORMED, WHITE, MESSAGE | 25 | EA | \$ 192.00 | \$ 4,800.00 |
| 134 | 0711 14 170 | THERMOPLASTIC, PREFORMED, WHITE, ARROW | 25 | EA | \$ 192.00 | \$ 4,800.00 |
| 135 | 0711 16 101 | THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6" | 5.704 | GM | \$ 5,213.00 | \$ 29,734.95 |
| 136 | 0711 16 201 | THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6" | 2.584 | GM | \$ 5,208.00 | \$ 13,457.47 |
| 137 | 0711 16 231 | THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6" | 1.644 | GM | \$ 1,301.00 | \$ 2,138.84 |
| 138 | | | SUBTOTAL AMOUNT | | | \$ 157,439.56 |
| LIGHTING | | | | | | |
| 139 | 0630 2 11 | CONDUIT F & I, OPEN TRENCH | 7,364 | LF | \$ 9.75 | \$ 71,799.00 |
| 140 | 0630 2 12 | CONDUIT F & I, DIRECTIONAL BORE | 1,314 | LF | \$ 21.00 | \$ 27,594.00 |
| 141 | 0633 1 123 | FIBER OPTIC CABLE, F&I, UNDERGROUND,49-96 FIBERS | 14,278 | LF | \$ 2.70 | \$ 38,550.60 |
| 142 | 0633 2 31 | FIBER OPTIC CONNECTION, INSTALL, SPLICE | 1,344 | EA | \$ 47.00 | \$ 63,168.00 |
| 143 | 0633 2 32 | FIBER OPTIC CONNECTION, INSTALL, TERMINATION | 1,344 | EA | \$ 59.00 | \$ 79,296.00 |
| 144 | 0633 3 11 | FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE ENCLOSURE | 12 | EA | \$ 1,870.00 | \$ 22,440.00 |
| 145 | 0635 2 11 | PULL AND SPLICE BOX, F&I, 13" X 24" COVER SIZE | 112 | EA | \$ 689.00 | \$ 77,168.00 |
| 146 | 0635 2 12 | PULL AND SPLICE BOX, F&I, 24" X 36" COVER SIZE | 10 | EA | \$ 1,284.00 | \$ 12,840.00 |
| 147 | 0635 2 13 | PULL & SPLICE BOX, F&I, 30" X 60" RECTANGULAR OR 36" ROUND COVER SIZE | 2 | EA | \$ 2,980.00 | \$ 5,960.00 |
| 148 | 0639 1 122 | ELECTRICAL POWER SERVICE, F & I, UNDERGROUND, METER FURNISHED BY CONTRACTOR | 3 | AS | \$ 2,479.00 | \$ 7,437.00 |
| 149 | 0639 2 1 | ELECTRICAL SERVICE WIRE, FURNISH & INSTALL | 750 | LF | \$ 4.80 | \$ 3,600.00 |
| 150 | 0639 3 11 | ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT | 3 | EA | \$ 1,381.00 | \$ 4,143.00 |
| 151 | 0641 2 11 | PRESTRESSED CONCRETE POLE, F&I, TYPE P-II PEDESTAL | 3 | EA | \$ 1,473.00 | \$ 4,419.00 |
| 152 | 0715 1 12 | LIGHTING CONDUCTORS, F & I, NO. 8 TO NO. 6 | 30,415 | LF | \$ 1.60 | \$ 48,664.00 |
| 153 | 0715 1 13 | LIGHTING CONDUCTORS, F & I, NO. 4 TO NO. 2 | 1,922 | LF | \$ 2.00 | \$ 3,844.00 |

Construction of Floresta Drive Improvement – Phase I

| | | | | | | |
|-----|-----------------|--|----------------------------|----|--------------|----------------------|
| 154 | 0715 1 60 | LIGHTING CONDUCTORS, REMOVE & DISPOSE, CONTRACTOR OWNS | 400 | LF | \$ 1.45 | \$ 580.00 |
| 155 | 0715 4 11 | LIGHT POLE COMPLETE, FURNISH & INSTALL STANDARD POLE STANDARD FOUNDATION, 25' MOUNTING HEIGHT | 3 | EA | \$ 4,830.00 | \$ 14,490.00 |
| 156 | 0715 4 13 | LIGHT POLE COMPLETE, FURNISH & INSTALL STANDARD POLE STANDARD FOUNDATION, 40' MOUNTING HEIGHT | 3 | EA | \$ 6,226.00 | \$ 18,678.00 |
| 157 | 0715 4 14 | LIGHT POLE COMPLETE, FURNISH & INSTALL STANDARD POLE STANDARD FOUNDATION, 45' MOUNTING HEIGHT | 1 | EA | \$ 6,362.00 | \$ 6,362.00 |
| 158 | 0715 4 70 | LIGHT POLE COMPLETE, REMOVE POLE AND FOUNDATION | 4 | EA | \$ 1,177.00 | \$ 4,708.00 |
| 159 | 0715 7 11 | LOAD CENTER F & I, SECONDARY VOLTAGE (POLE REMOVED) | 4 | EA | \$ 11,481.00 | \$ 45,924.00 |
| 160 | 0715 11 211 | LUMINAIRE, F & I, REPLACE EXISTING LUMINAIRE ON EXISTING POLE/ARM, ROADWAY, COBRA HEAD | 3 | EA | \$ 1,538.00 | \$ 4,614.00 |
| 161 | 0715 52 8 | LIGHTING, SPECIAL LIGHTING | 1 | LS | \$ 33,163.00 | \$ 33,163.00 |
| 162 | 0715 500 1 | POLE CABLE DISTRIBUTION SYSTEM, F & I, CONVENTIONAL | 69 | EA | \$ 526.00 | \$ 36,294.00 |
| 163 | 0715 511 125 | LIGHT POLE COMPLETE- SPECIAL DESIGN, F&I, SINGLE ARM SHOULDER MOUNT, ALUMINUM, 25' | 5 | EA | \$ 4,779.00 | \$ 23,895.00 |
| 164 | 0715 516 115 | LIGHT POLE COMPLETE- SPECIAL DESIGN, F&I, POLE TOP MOUNT, ALUMINUM, 15' | 57 | EA | \$ 4,865.00 | \$ 277,305.00 |
| 165 | | | SUBTOTAL AMOUNT | | | \$ 936,935.60 |

UTILITY RELOCATION

| | | | | | | |
|---------------------------|------|--|------|------|-------------|--------------|
| UTILITY RELOCATION | | | | | | |
| 166 | U-1 | DI Fittings Force Main | 10.0 | Tons | \$ 100.00 | \$ 1,000.00 |
| 167 | U-2 | DI Fittings Water Main | 20.0 | Tons | \$ 100.00 | \$ 2,000.00 |
| 168 | U-3 | Furnish and Install Root Barrier | 1700 | LF | \$ 21.00 | \$ 35,700.00 |
| 169 | U-4 | Construct Temporary Jumper Connection | 4 | EA | \$ 3,429.00 | \$ 13,716.00 |
| 170 | U-5 | Sample Point | 16 | EA | \$ 524.00 | \$ 8,384.00 |
| 171 | U-6 | Furnish and Install Fire Hydrant Assembly | 5 | EA | \$ 4,385.00 | \$ 21,925.00 |
| 172 | U-7 | Relocate Fire Hydrant | 4 | EA | \$ 2,670.00 | \$ 10,680.00 |
| 173 | U-8 | Furnish And Install Short Single Water Service | 14 | EA | \$ 660.00 | \$ 9,240.00 |
| 174 | U-9 | Furnish And Install Short Double Water Service | 15 | EA | \$ 730.00 | \$ 10,950.00 |
| 175 | U-10 | Furnish And Install Long Single Water Service | 7 | EA | \$ 1,796.00 | \$ 12,572.00 |
| 176 | U-11 | Furnish And Install Long Double Water Service | 9 | EA | \$ 1,813.00 | \$ 16,317.00 |
| 177 | U-12 | Short Single Sewer Service | 29 | EA | \$ 590.00 | \$ 17,110.00 |
| 178 | U-13 | Short Double Service | 1 | EA | \$ 718.00 | \$ 718.00 |
| 179 | U-14 | Long Single Sewer Service with 3" Casing | 19 | EA | \$ 1,819.00 | \$ 34,561.00 |
| 180 | U-15 | Long Double Sewer Service with 3" Casing | 9 | EA | \$ 1,807.00 | \$ 16,263.00 |
| 181 | U-16 | 24" PVC Install WM | 40 | LF | \$ 500.00 | \$ 20,000.00 |
| 182 | U-17 | Demo Exist 24" PVC | 40 | LF | \$ 22.00 | \$ 880.00 |
| 183 | U-18 | 16" Line Stop | 6 | EA | \$ 6,000.00 | \$ 36,000.00 |

Construction of Floresta Drive Improvement – Phase I

| | | | | | | |
|-----|------|--|------|----|-------------|---------------|
| 184 | U-19 | 16" PVC Install WM | 1275 | LF | \$ 104.00 | \$ 132,600.00 |
| 185 | U-20 | Demo Exist 16" PVC | 1215 | LF | \$ 11.00 | \$ 13,365.00 |
| 186 | U-21 | 16" DI MJ Gate Valve | 3 | EA | \$ 5,939.00 | \$ 17,817.00 |
| 187 | U-22 | 16" X 12" Tapping Saddle and Valve | 1 | EA | \$ 8,998.00 | \$ 8,998.00 |
| 188 | U-23 | 16" x 6" Tapping Saddle and Valve | 4 | EA | \$ 5,501.00 | \$ 22,004.00 |
| 189 | U-24 | 12" DI MJ Gate Valve | 8 | EA | \$ 3,019.00 | \$ 24,152.00 |
| 190 | U-25 | 12" x 12" Wet Tapping Saddle and Valve | 1 | EA | \$ 7,855.00 | \$ 7,855.00 |
| 191 | U-26 | 12" x 6" Wet Tapping Saddle and Valve | 2 | EA | \$ 4,942.00 | \$ 9,884.00 |
| 192 | U-27 | 12" Line Stop | 8 | EA | \$ 4,000.00 | \$ 32,000.00 |
| 193 | U-28 | 12" PVC Install WM | 1490 | LF | \$ 55.00 | \$ 81,950.00 |
| 194 | U-29 | Demo Exist 12" PVC Water Main | 1655 | LF | \$ 9.70 | \$ 16,053.50 |
| 195 | U-30 | 8" x 6" Tapping Saddle and Valve | 1 | EA | \$ 4,177.00 | \$ 4,177.00 |
| 196 | U-31 | 8" Line Stop | 3 | EA | \$ 3,000.00 | \$ 9,000.00 |
| 197 | U-32 | 8" PVC Install FM | 80 | LF | \$ 134.00 | \$ 10,720.00 |
| 198 | U-33 | 8" PVC Install WM | 110 | LF | \$ 120.00 | \$ 13,200.00 |
| 199 | U-34 | 8" DI MJ Gate Valve | 2 | EA | \$ 1,860.00 | \$ 3,720.00 |
| 200 | U-35 | Demo Exist 8" PVC | 165 | LF | \$ 9.15 | \$ 1,509.75 |
| 201 | U-36 | 6" x 6" Tapping Saddle and Valve | 3 | EA | \$ 4,170.00 | \$ 12,510.00 |
| 202 | U-37 | 6" Line Stop | 12 | EA | \$ 2,500.00 | \$ 30,000.00 |
| 203 | U-38 | 6" PVC Install FM | 320 | LF | \$ 37.00 | \$ 11,840.00 |
| 204 | U-39 | 6" PVC Install WM | 1730 | LF | \$ 42.00 | \$ 72,660.00 |
| 205 | U-40 | 6" DI MJ Gate Valve | 18 | EA | \$ 1,421.00 | \$ 25,578.00 |
| 206 | U-41 | Demo Exist 6" PVC | 634 | LF | \$ 11.00 | \$ 6,974.00 |
| 207 | U-42 | 4" x 3" PVC Cross | 1 | EA | \$ 614.00 | \$ 614.00 |
| 208 | U-43 | 4" x 2.5" PVC Cross | 1 | EA | \$ 617.00 | \$ 617.00 |
| 209 | U-44 | 4" x 2" PVC Cross | 1 | EA | \$ 600.00 | \$ 600.00 |
| 210 | U-45 | 4" x 3" PVC Tee | 1 | EA | \$ 441.00 | \$ 441.00 |
| 211 | U-46 | 4" x 3" Reducer | 3 | EA | \$ 345.00 | \$ 1,035.00 |
| 212 | U-47 | 4" x 2.5" Reducer | 1 | EA | \$ 344.00 | \$ 344.00 |
| 213 | U-48 | 4" DI MJ Gate Valve | 7 | EA | \$ 1,254.00 | \$ 8,778.00 |
| 214 | U-49 | 4" PVC Ball Valve | 4 | EA | \$ 1,006.00 | \$ 4,024.00 |
| 215 | U-50 | 4" Tapping Saddle and Valve | 2 | EA | \$ 3,795.00 | \$ 7,590.00 |
| 216 | U-51 | 4" Line Stop | 14 | EA | \$ 2,250.00 | \$ 31,500.00 |
| 217 | U-52 | 4" PVC Install FM | 1660 | LF | \$ 18.00 | \$ 29,880.00 |
| 218 | U-53 | 4" PVC Install WM | 50 | LF | \$ 139.00 | \$ 6,950.00 |
| 219 | U-54 | Demo Exist 4" PVC | 1680 | LF | \$ 11.00 | \$ 18,480.00 |
| 220 | U-55 | 3" PVC 45 Degree Bend | 40 | EA | \$ 181.00 | \$ 7,240.00 |
| 221 | U-56 | 3" PVC 90 Degree Bend | 2 | EA | \$ 181.00 | \$ 362.00 |
| 222 | U-57 | 3" x 3" Cross | 2 | EA | \$ 333.00 | \$ 666.00 |
| 223 | U-58 | 3" Ball Valve | 13 | EA | \$ 848.00 | \$ 11,024.00 |
| 224 | U-59 | 3" DI / PVC Adapters | 4 | EA | \$ 257.00 | \$ 1,028.00 |
| 225 | U-60 | 3" PVC Cap | 6 | EA | \$ 2,673.00 | \$ 16,038.00 |
| 226 | U-61 | 3" x 3" Tapping Saddle and Valve | 2 | EA | \$ 3,712.00 | \$ 7,424.00 |

Construction of Floresta Drive Improvement – Phase I

| | | | | | | |
|-----|------|---|--------------------|----|-------------|-------------------------|
| 227 | U-62 | 3" x 2.5" PVC Reducer | 2 | EA | \$ 176.00 | \$ 352.00 |
| 228 | U-63 | 3" Line Stop | 6 | EA | \$ 2,000.00 | \$ 12,000.00 |
| 229 | U-64 | 3" PVC Install FM | 1273 | LF | \$ 23.00 | \$ 29,279.00 |
| 230 | U-65 | Demo Exist 3" PVC | 1105 | LF | \$ 5.90 | \$ 6,519.50 |
| 231 | U-66 | 2.5" PVC 45 Degree Bend | 82 | EA | \$ 171.00 | \$ 14,022.00 |
| 232 | U-67 | 2.5" x 2" Reducer | 1 | EA | \$ 160.00 | \$ 160.00 |
| 233 | U-68 | 2.5" PVC Cap | 2 | EA | \$ 889.00 | \$ 1,778.00 |
| 234 | U-69 | 2.5" Ball Valve | 6 | EA | \$ 824.00 | \$ 4,944.00 |
| 235 | U-70 | 2.5" Tapping Saddle and Valve | 1 | EA | \$ 2,953.00 | \$ 2,953.00 |
| 236 | U-71 | Furnish and Install 2.5" Ball Valve and Terminal Cleanout | 1 | EA | \$ 1,732.00 | \$ 1,732.00 |
| 237 | U-72 | Furnish and Install In-Line Valve and Cleanout | 9 | EA | \$ 3,995.00 | \$ 35,955.00 |
| 238 | U-73 | 2.5" Line Stop | 6 | EA | \$ 2,000.00 | \$ 12,000.00 |
| 239 | U-74 | 2.5" PVC Install WM | 1700 | LF | \$ 19.00 | \$ 32,300.00 |
| 240 | U-75 | Demo Exist 2.5" PVC | 1660 | LF | \$ 5.80 | \$ 9,628.00 |
| 241 | U-76 | 2" PVC 45 Degree Bend | 7 | EA | \$ 150.00 | \$ 1,050.00 |
| 242 | U-77 | 2" PVC Cap | 1 | EA | \$ 878.00 | \$ 878.00 |
| 243 | U-78 | 2" Ball Valve | 1 | EA | \$ 820.00 | \$ 820.00 |
| 244 | U-79 | 2" PVC Install FM | 380 | LF | \$ 10.00 | \$ 3,800.00 |
| 245 | U-80 | Demo Exist 2" PVC | 360 | LF | \$ 5.45 | \$ 1,962.00 |
| 246 | U-81 | 2" x 2" Tapping Saddle and Valve | 2 | EA | \$ 2,846.00 | \$ 5,692.00 |
| 247 | U-82 | 2" Line Stop | 5 | EA | \$ 1,500.00 | \$ 7,500.00 |
| 248 | | | SUBTOTAL | | | \$ 1,176,542.75 |
| 249 | | | GRAND TOTAL | | | \$ 10,282,267.41 |

SCHEDULE "B"

| LINE # | PAY ITEM NO. | SYMBOL | ITEM DESCRIPTION | Size / Remarks | UNIT | QUAN. | UNIT PRICE | AMOUNT |
|--------|--------------|--------|---|---------------------------|------|-----------------|---------------|----------------------|
| 1 | 590-70 | | IRRIGATION | SEE PAY ITEM NOTES | LS | 1 | \$ 300,156.00 | \$ 300,156.00 |
| 2 | 560-1 | | FLOATING FOUNTAIN | SEE PAY ITEM NOTES | LS | 1 | \$ 34,577.00 | \$ 34,577.00 |
| 3 | 560-2 | | RETAINING WALL | SEE PAY ITEM NOTES | LS | 1 | \$ 11,346.00 | \$ 11,346.00 |
| 4 | 580-2 | | 1 YR LANDSCAPE MAINTENANCE | SEE PAY ITEM NOTES | LS | 1 | \$ 105,271.00 | \$ 105,271.00 |
| 5 | 570-1-2 | | PERFORMANCE TURF (ST. AUGUSTINE SOD) | SEE PAY ITEM NOTES | SY | 651 | \$ 9.00 | \$ 5,859.00 |
| 6 | 580-1-1 | | SMALL PLANTS | SEE PAY ITEM NOTES | | Subtotal | | \$ 457,209.00 |
| 7 | | AS | Asparagus densiflorus 'Meyersii' - Foxtail fern | #3 GAL, 1.5'x 1.5', 2' OC | EA | 170 | \$ 12.00 | \$ 2,040.00 |

Construction of Floresta Drive Improvement – Phase I

| | | | | | | | | |
|----|---------|-----|---|--|----|-----------------|-----------|---------------------|
| 8 | | BU | Bulbine frutescens - Desert Candles | #1 GAL, 1'x 1', 1.5' OC | EA | 878 | \$ 6.25 | \$ 5,487.50 |
| 9 | | CI | Chrysobalanus icaco 'Red Tip' - Red Tip Cocoplum | #3 GAL, 1.5'x 1.5', 2.5' OC | EA | 222 | \$ 12.00 | \$ 2,664.00 |
| 10 | | CID | Chrysobalanus icaco 'Horizontalis' - Dwarf Cocoplum | #3 GAL, 1'x 1.5', 2' OC | EA | 826 | \$ 25.00 | \$ 20,650.00 |
| 11 | | FG | Ficus macrophylla 'Green Island' - Green Island Ficus | #3 GAL, 1.5'x 1.5', 2' OC | EA | 98 | \$ 13.00 | \$ 1,274.00 |
| 12 | | HD | Hamelia nodosa - Dwarf Firebush | #3 GAL, 1.5'x 2', 2.5' OC | EA | 168 | \$ 12.00 | \$ 2,016.00 |
| 13 | | IV | Ilex vomitoria 'Stokes Dwarf' - Dwarf Yaupon Holly | #3 GAL, 1'x 1', 2' OC | EA | 333 | \$ 13.00 | \$ 4,329.00 |
| 14 | | JP | Juniperus parsonii - Parsons Juniper | #3 GAL, 1'x 1.5', 2' OC | EA | 142 | \$ 12.00 | \$ 1,704.00 |
| 15 | | MUH | Muhlenbergia capillaris - Muhly Grass | #1 GAL, 1.5'x 1', 2' OC | EA | 310 | \$ 6.25 | \$ 1,937.50 |
| 16 | | NE | Nephrolepis exaltata - Boston Fern | #3 GAL, 1.5'x 1.5', 2.5' OC | EA | 268 | \$ 12.00 | \$ 3,216.00 |
| 17 | | NF | Nephrolepis falcata - Macho Fern | #3 GAL, 1.5'x 1.5', 3' OC | EA | 50 | \$ 12.00 | \$ 600.00 |
| 18 | | PD | Podocarpus macr. 'Pringles' - Dwarf Podocarpus | #3 GAL, 1.5'x 1.5', 2' OC | EA | 182 | \$ 13.00 | \$ 2,366.00 |
| 19 | | SB | Spartina bakeri - Sand Cordgrass | #3 GAL, 1.5'x 1.5', 2' OC | EA | 142 | \$ 12.00 | \$ 1,704.00 |
| 20 | | TF | Tripsacum floridana - Dwarf Fakahatchee Grass | #3 GAL, 2'x 2', 2.5' OC | EA | 144 | \$ 12.00 | \$ 1,728.00 |
| 21 | | ZP | Zamia pumila - Coontie | #3 GAL, 1.5'x 2', 2.5' OC | EA | 114 | \$ 23.00 | \$ 2,622.00 |
| 22 | 580-1-2 | | LARGE PLANTS | SEE PAY ITEM NOTES | | Subtotal | | \$ 54,338.00 |
| 23 | | AR | Acer rubrum - Red Maple | 12'x 5', 2.5" CAL, FULL | EA | 14 | \$ 424.00 | \$ 5,936.00 |
| 24 | | CES | Conocarpus erectus var. sericeus - Silver Buttonwood | 10'x 6', MULTI | EA | 3 | \$ 326.00 | \$ 978.00 |
| 25 | | CH1 | Chamaerops humilis - European Fan Palm | 5'-6' OA, MULTI | EA | 6 | \$ 649.00 | \$ 3,894.00 |
| 26 | | CH2 | Chamaerops humilis - European Fan Palm | 7' OA, MULTI | EA | 9 | \$ 855.00 | \$ 7,695.00 |
| 27 | | CL | Clusia flava - Small Leaf Clusia | 8' OA x 6' SPRD (Tree Form) | EA | 25 | \$ 393.00 | \$ 9,825.00 |
| 28 | | CL2 | Clusia flava - Small Leaf Clusia | #7 GAL, 2'x 2', 3' OC | EA | 172 | \$ 49.00 | \$ 8,428.00 |
| 29 | | CLP | Crinum Augustum 'Queen Emma' - Purple Crinum Lily | #7, 30" x 30" | EA | 4 | \$ 49.00 | \$ 196.00 |
| 30 | | DR | Delonix regia - Royal Poinciana | 12'x 7', 3.5" CAL | EA | 1 | \$ 785.00 | \$ 785.00 |
| 31 | | DRS | Delonix regia - Specimen Relocated Royal Poinciana | Specimen, Relocated (By City) | EA | 1 | \$ 110.00 | \$ 110.00 |
| 32 | | LD | Livistonia decipiens - Ribbon Palm | 8'-10' CT, SINGLE, DC TRUNK | EA | 25 | \$ 836.00 | \$ 20,900.00 |
| 33 | | LIN | Lagerstroemia indica 'Natchez' - White Crepe Myrtle | 14' OA x 7' SPRD, MULTI, 3 STEM MIN., FULL, 5' MIN CT. | EA | 37 | \$ 497.00 | \$ 18,389.00 |
| 34 | | LI1 | Lagerstroemia indica 'Muskogee' - Crepe Myrtle | 12' OA x 6' SPRD, MULTI, 3 STEM MIN., FULL, 5' MIN CT. | EA | 30 | \$ 497.00 | \$ 14,910.00 |

Construction of Floresta Drive Improvement – Phase I

| | | | | | | | | |
|----|--|-----|---|---|------------------------|----|-------------|----------------------|
| 35 | | LI2 | Lagerstroemia indica 'Tuskegee'- Crepe Myrtle | 12' OA x 6' SPRD, MULTI, 3 STEM MIN., FULL, 5' MIN CT. | EA | 27 | \$ 611.00 | \$ 16,497.00 |
| 36 | | LI3 | Lagerstroemia indica 'Tuscarora'- Crepe Myrtle | 12' OA x 6' SPRD, MULTI, 3 STEM MIN., FULL, 5' MIN CT. | EA | 20 | \$ 611.00 | \$ 12,220.00 |
| 37 | | LS | Lagerstroemia speciosa - Queen's Crepe Myrtle | 14' OA x 6' SPRD, 2" CAL, FULL | EA | 40 | \$ 269.00 | \$ 10,760.00 |
| 38 | | MC | Myrica cerifera - Wax Myrtle | 8' OA, BUSH FORM | EA | 23 | \$ 357.00 | \$ 8,211.00 |
| 39 | | MG | Magnolia grandiflora - Southern Magnolia | 12'x 5', 2.5" CAL, FULL CANOPY | EA | 5 | \$ 960.00 | \$ 4,800.00 |
| 40 | | PE1 | Pinus elliotii densa - So. Florida Slash Pine | 12'-14' OA, 3.5" CAL | EA | 8 | \$ 467.00 | \$ 3,736.00 |
| 41 | | PE2 | Pinus elliotii densa - So. Florida Slash Pine | 10'-12' OA, 2.5" CAL | EA | 13 | \$ 385.00 | \$ 5,005.00 |
| 42 | | PE3 | Pinus elliotii densa - So. Florida Slash Pine | #7 GAL, 5'-6' OA, 1.5" CA | EA | 24 | \$ 51.00 | \$ 1,224.00 |
| 43 | | PEA | Ptychosperma elegans - Solitaire Palm | MIN 10' CT, SINGLE, MAX 4" CAL, MATCHED | EA | 35 | \$ 682.00 | \$ 23,870.00 |
| 44 | | PO | Platanus occidentalis - American Sycamore | 14'x 6', 3" CAL, FULL, 5' CT | EA | 5 | \$ 754.00 | \$ 3,770.00 |
| 45 | | QV | Quercus virginiana - Live Oak | 16' OA x 8' SPRD, 3.5" CAL, FULL, 5' CT | EA | 32 | \$ 1,059.00 | \$ 33,888.00 |
| 46 | | SR | Serenoa repens - Saw Palmetto | #7 GAL, 2'x 2', 4' OC | EA | 70 | \$ 94.00 | \$ 6,580.00 |
| 47 | | SP | Sabal palmetto - Sabal Palmetto | 10', 14', 20' CT, STGG, (SEE PLAN), BOOTED/SLICK MIX | EA | 17 | \$ 306.00 | \$ 5,202.00 |
| 48 | | SPC | Sabal palmetto - Sabal Palmetto | 10', 14', 20' CT, STGG, (SEE PLAN), SLICK, CURVED TRUNK | EA | 82 | \$ 481.00 | \$ 39,442.00 |
| 49 | | TD1 | Taxodium Distichum - Bald Cypress | 14'-16' OA, 4.5" CAL | EA | 8 | \$ 959.00 | \$ 7,672.00 |
| 50 | | TD2 | Taxodium Distichum - Bald Cypress | 12'-14' OA, 2.5" CAL | EA | 14 | \$ 645.00 | \$ 9,030.00 |
| 51 | | TD3 | Taxodium Distichum - Bald Cypress | #7 GAL, 5'-6' OA | EA | 23 | \$ 77.00 | \$ 1,771.00 |
| 52 | | TR | Thrinax radiata - Thatch Palm | 6' OA, SINGLE | EA | 21 | \$ 393.00 | \$ 8,253.00 |
| 53 | | | | | SUBTOTAL | | | \$ 293,977.00 |
| 54 | | | | | SUBTOTAL AMOUNT | | | \$ 805,524.00 |

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

Progress Payments- Within twenty (20) business days, the City shall pay the Contractor, the sum of money due each Progress Payment that is properly allocated to labor, materials and equipment incorporated in the work for the period covered in the application for progress payment. Retainage will be held at 5% from each progress payment. Partial Release of Liens from all Contractors, subcontractors, and suppliers for materials which were identified in the previous month's invoices for progress payment will be required. If all such releases are not timely provided to the City as set forth herein, this shall provide basis, at the City's sole discretion, to withhold payment for any future invoiced progress payment and declare the Contractor in default, at which time the City may pursue all available legal and equitable remedies available to it under the Contract, Bond(s), or Florida Law.

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

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

Acceptance and Final Payment - Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract is fully performed the entire balance will be due the Contractor and will be paid to the Contractor within twenty (20) business days. Such final payment 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. All manufacturer's warranty documents must be provided in the format requested by the City prior to final payment.

The intent of the period between Substantial Completion and Final Completion is to allow completion of ancillary items and punch list items. All permanent pay item work is to be completed by the Substantial Completion, with the exception of thermoplastic pavement markings that may be completed prior to Final Acceptance.

Invoices for services shall be submitted once a month, by the tenth (10th) day of each month, and payments shall be made within twenty (20) business days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made within twenty (20) business days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, including any necessary partial release of liens as described above, 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: APNOTIFICATIONS@CITYOFPSL.COM.

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

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

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

SECTION 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 Department Director 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 at cost. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive.

SECTION 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 Invitation to Bid and Specifications on file in the Procurement Management Department 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

Contractor agrees to indemnify, defend and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of Contractor, agents, laborers, subcontractors or other personnel entity acting under Contractor's control in connection with the Contractor's performance of services under this Contract and to that extent Contractor shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses including appeals. That the aforesaid hold-

harmless Contract by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any agent laborers, subcontractors or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Contractor on the Work. 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 SOVEREIGN IMMUNITY

Nothing contained in this Contract or by law 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, as amended.

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, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

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

1. Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

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

| | |
|---|-----------------------|
| Each occurrence | \$1,000,000 |
| Personal/advertising injury | \$1,000,000 |
| Products/completed operations aggregate | \$2,000,000 |
| General aggregate | \$5,000,000 |
| 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 CG20101185 or CG2037, CG00 01 & 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 and shall apply as primary. 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, agents and shall include Contract #20200054 Construction of Floresta Drive Improvements, Phase I from the Southbend Roundabout to the Elkcam Waterway shall be listed as additionally insured.**". The Policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

4. **Automobile Liability Insurance:** The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary basis.

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

It shall be the responsibility of the Contractor to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements referenced above, when required by written Contract.

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

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

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 authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.

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

The failure on the part of the Contractor to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation may be cause for the annulment of the award.

**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. Contractors and subcontractors shall comply with § 119.0701, Fla. Stat. The Contractor and 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 Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. Pursuant to § 119.10(2)(a), Fla. Stat., any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat.

RECORDS:

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

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

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

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

Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

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

SECTION XIV NOTICE OF PERFORMANCE

When required materials have been delivered and required work performed the 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, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy he may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

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

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

Defective Work - All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until the City has issued written approval to the Contractor. Without unnecessary delay and without any additional cost to the City, all work that has been rejected shall be remedied or removed and replaced in a manner acceptable to the City. If the Contractor fails to promptly remove and properly dispose of rejected materials and/or work then replaces same immediately after being notified to do so, the City may employ labor to remove and replace such defective work and/or materials. All charges for replacement of defective materials and/or work shall be charged to the Contractor and may be deducted from any 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 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 Project 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 provided a cooperative purchasing agreement exists or an inter-local agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. The Contractor may agree to allow other public agencies the same items at the same terms and conditions as this bid, 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 Bidder.

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.

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

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

Water Resources – The Contractor shall not discharge without permit into waters of lakes, rivers, canals, waterways and ditches, any fuel, oils, 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.

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

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

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.

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
Public Works Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099 (772) 871-5175

SECTION XVII LICENSING

Contractor warrants that he possesses 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.

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. 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

A. Termination of Contract. If the Contractor performs the work unsuitably or causes it to be rejected as defective and unsuitable, refuses or fails to deliver material as required and/or prosecute the work with such diligence as will ensure its completion within the time specified in this Contract or as modified as provided in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work and/or materials. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the amount that is specified in FDOT Standard Specification 8-10.2 "Amount of Liquidated Damages" based on the total amount of the Executed Contract for each and every day

that the completion of the Work is delayed beyond the time specified in this Contract for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. Liquidated damages are fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of damages and the cost and effect of the failure of the Contractor to complete the Work on time.

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

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, pandemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of official notice of scheduled delivery or scheduled work of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. The City may terminate this Contract with or without cause by giving the Contractor thirty (30) days' notice in writing. Upon delivery of said notice the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed. All design work performed will become the property of the City at termination of contract and submitted to City in the format the City dictates.

E. Termination for Insolvency. The City also reserves the right to terminate the remaining services to be performed in the event Felix Associates of Florida, Inc. is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

**SECTION XXI
LAW AND VENUE**

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

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

**SECTION XXIV
ATTORNEY'S FEES**

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

**SECTION 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
SEVERABILITY**

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

**SECTION XXIX
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. On 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 XXX
ENTIRE CONTRACT**

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

(Balance of page intentionally left blank.)

Construction of Floresta Drive Improvement – Phase I

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

FELIX ASSOCIATES OF FLORIDA, INC.

By: [Signature]
City Purchasing Agent

By: [Signature]
Authorized Representative

BENJAMIN MILLER
Print Representative's Name

State of: FLORIDA

County of: MARTIN

Before me personally appeared: BENJAMIN MILLER)
(please print)

Please check one:

Personally known

Produced Identification: _____
(type of identification)

and known to me to be the person described in and who executed the foregoing instrument and acknowledged to and before me that HE executed said instrument for the purposes therein expressed.
s/he

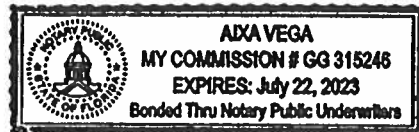
WITNESS my hand and official seal, this 3RD day of AUGUST, 2020.

[Signature]
Notary Signature

Notary Public-State of Florida at Large.

My Commission Expires 7/22/23.

(seal)



Record & Return to:

(Insert contractor name & address)

Felix Associates of Florida, Inc.

8528 SW Kansas Ave.

Stuart, Florida 34997

City of Port St. Lucie

**This is the *front page* of the Performance bond issued
in compliance with Florida Statute Sec. 255.05**

Bond Number: **PB10662400360**

Owner Name: City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

Project Title: Construction of Floresta Drive Improvements Phase I
Contract #20200054

Contractor Name: Felix Associates of Florida, Inc.

Contractor's Principal Business Address: 8528 SW Kansas Ave.

Stuart, Florida 34997

Contractor's Telephone Number: (772) 220-2722

Surety Name: Philadelphia Indemnity Insurance Company
One Bala Plaza, Ste. 100 Bala Cynwyd, PA 19004
(973-890-0900; (f) 973-890-9038)

**This is the *front page* of the Bond.
All other pages are subsequent regardless of the pre-printed numbers.**

AIA[®] Document A312[™] – 2010

Performance Bond

Bond No. PB10662400360

CONTRACTOR:

(Name, legal status and address)

Felix Associates of Florida, Inc.
8528 SW Kansas Ave.
Stuart, FL 34997

SURETY:

(Name, legal status and principal place of business)

Philadelphia Indemnity Insurance Company
One Bala Plaza, Ste 100
Bala Cynwyd, PA 19004

OWNER:

(Name, legal status and address)

City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

CONSTRUCTION CONTRACT

Date: 2020

Amount: \$11,087,791.41

Eleven Million Eighty Seven Thousand Seven Hundred Ninety One Dollars and 41/100

Description:

(Name and location)

Contract #20200054
Construction of Floresta Drive Improvements Phase I

BOND

Date: August 6, 2020

(Not earlier than Construction Contract Date)

Amount: \$11,087,791.41

Eleven Million Eighty Seven Thousand Seven Hundred Ninety One Dollars and 41/100

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: Felix Associates of Florida, Inc.

Signature: 

Name

and Title: BENJAMINE MILLER PRESIDENT
(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: Philadelphia Indemnity Insurance Company (Corporate Seal)

Signature: 

Name

and Title: Lisa Nosal, Atty-in-fact

(FOR INFORMATION ONLY, Name, address and telephone)

AGENT or BROKER:

C & H Agency
P.O. Box 324
Totowa, NJ 07511 (973) 890-0900

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1** the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2** the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3** the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1** After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2** Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1** the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2** additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3** liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

N/A

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

 **Document A312™ – 2010**

Payment Bond

Bond No. PB10662400360

CONTRACTOR:

(Name, legal status and address)

Felix Associates of Florida, Inc.

8528 SW Kansas Ave

Stuart, FL 34997

SURETY:

(Name, legal status and principal place of business)

Philadelphia Indemnity Insurance Company

One Bala Plaza, Ste. 100

Bala Cynwyd, PA 19004

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

OWNER:

(Name, legal status and address)

City of Port St. Lucie

121 SW Port St. Lucie Blvd.

Port St. Lucie, FL 34984

CONSTRUCTION CONTRACT

Date: 2020

Amount: \$11,087,791.41

Eleven Million Eighty Seven Thousand Seven Hundred Ninety One Dollars and 41/100

Description:

(Name and location)

Contract #20200054

Construction of Floresta Drive Improvements Phase I

BOND

Date: August 6, 2020

(Not earlier than Construction Contract Date)

Amount: \$11,087,791.41

Eleven Million Eighty Seven Thousand Seven Hundred Ninety One Dollars and 41/100

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company:

Felix Associates of Florida, Inc.

SURETY

Company:

Philadelphia Indemnity Insurance Company

Signature:

Name: BENJAMIN MILLER

and Title: VICE PRESIDENT

(Any additional signatures appear on the last page of this Payment Bond.)

Signature:

Name: Lisa Nosal

and Title: Atty-in-fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

C & H Agency

P.O. Box 324

Totowa, NJ 07511 (973) 890-0900

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

N/A

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

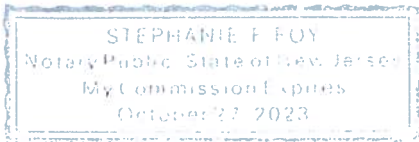
ACKNOWLEDGEMENT OF SURETY

State of New Jersey]
]-ss
County of Passaic]

On August 6, 2020, before me personally came Lisa Nosal to me known, who, being by me duly sworn, did depose and say that she is an attorney-in-fact of Philadelphia Indemnity Insurance Company the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, and that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My Commission expires:


Notary Public



PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Louis A. Vlahakas, Robert Culnen, Joseph W. Mallory, Lisa Nosal, and Stephanie Foy of C&H Agency, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

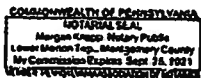
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: Morgan Krupp
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 6th day of August, 2020.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



PHILADELPHIA INDEMNITY INSURANCE COMPANY

Statutory Statements of Admitted Assets, Liabilities and Capital and Surplus
(in thousands, except par value and share amounts)

Admitted Assets

| | As of December 31, | |
|---|--------------------|--------------|
| | 2019 | 2018 |
| Bonds (fair value \$7,329,360 and \$7,036,118) | \$ 7,059,903 | \$ 7,018,246 |
| Preferred stocks (fair value \$23,575 and \$46,324) | 22,761 | 46,213 |
| Common stocks (cost \$65,563 and \$14,897) | 64,634 | 14,853 |
| Mortgage loans | 803,679 | 473,067 |
| Real estate | 10,305 | 1,514 |
| Other invested assets (cost \$231,120 and \$211,099) | 243,127 | 219,251 |
| Derivatives | - | 157 |
| Receivables for securities sold | 684 | 1,109 |
| Cash, cash equivalents and short-term investments | 59,534 | 65,668 |
| Cash and invested assets | 8,264,627 | 7,840,078 |
| Premiums receivable, agents' balances and other receivables | 874,835 | 968,504 |
| Reinsurance recoverable on paid losses | 54,706 | 34,694 |
| Accrued investment income | 76,312 | 82,576 |
| Receivable from affiliates | 657 | 5,480 |
| Federal income taxes receivable | 28,027 | - |
| Net deferred tax asset | 134,628 | 121,266 |
| Other assets | 3,541 | 5,586 |
| Total admitted assets | \$ 9,437,333 | \$ 9,058,184 |

Liabilities and Capital and Surplus

Liabilities:

| | | |
|---|--------------|--------------|
| Net unpaid losses and loss adjustment expenses | \$ 5,007,616 | \$ 4,581,608 |
| Net unearned premiums | 1,597,243 | 1,616,043 |
| Reinsurance payable on paid loss and loss adjustment expenses | 45,391 | 30,374 |
| Ceded reinsurance premiums payable | 100,299 | 89,591 |
| Commissions payable, contingent commissions and other similar charges | 216,136 | 234,551 |
| Federal income taxes payable | - | 3,141 |
| Funds held | 66,937 | 61,944 |
| Payable to affiliates | 16,383 | 13,148 |
| Provision for reinsurance | 78 | - |
| Payable for purchased securities | 58,784 | 20,741 |
| Accrued expenses and other liabilities | 27,116 | 37,562 |
| Total liabilities | 7,135,983 | \$ 6,688,703 |

Capital:

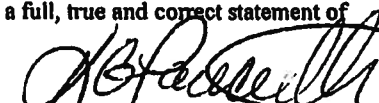
| | | |
|---|-------|-------|
| Common stock, par value of \$10 per share; 1,000,000 shares authorized, 450,000 shares issued and outstanding | 4,500 | 4,500 |
|---|-------|-------|


Surplus:

| | | |
|---|--------------|--------------|
| Gross paid-in and contributed surplus | 386,071 | 386,071 |
| Unassigned surplus | 1,910,779 | 1,978,910 |
| Total surplus | 2,296,850 | 2,364,981 |
| Total capital and surplus | 2,301,350 | 2,369,481 |
| Total liabilities and capital and surplus | \$ 9,437,333 | \$ 9,058,184 |

The undersigned, being duly sworn, says: That she is the Executive Vice President and Chief Financial Officer of Philadelphia Indemnity Insurance Company; that said Company is a corporation duly organized in the state of Pennsylvania, and licensed and engaged in the State of Pennsylvania and has duly complied with all the requirements of the laws of the said State applicable of the said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress. And that to the best of her knowledge and belief the above statement is a full, true and correct statement of

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Attest: Kimberly A. Kessleski, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Dec. 18, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES


Karen Gilmer-Pauciello, EVP & CFO


Kimberly Kessleski, Notary

Sworn to before me this 27th day of May 2020.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

| | | | |
|---|-----------|--|--|
| AGENCY Brown & Brown of New York, Inc. | | NAMED INSURED Felix Associates of Florida, Inc. | |
| POLICY NUMBER | | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

(F) Pollution Liability
Illinois Union Insurance Company - NAIC: 27960
Policy #: CPY G7179104A 001
Policy Duration: 03/04/2020-12/31/2021
Each Pollution Condition Limit: \$1,000,000
Total Aggregate: \$2,000,000