

CLAY COUNTY AGREEMENT/CONTRACT NO. 2021/2022-186 RN1

**FIRST RENEWAL AND AMENDMENT TO AGREEMENT FOR DRAINAGE REPAIR
AND/OR NEW PUBLIC WORKS CONSTRUCTION**

This First Renewal and Amendment to Agreement for Drainage Repair and/or New Public Works Construction (“First Renewal”) is entered into this ____ day of June, 2024, between Kirby Development, Inc., a Florida Profit Corporation (“Contractor”), and Clay County, a political subdivision of the State of Florida (“County”). Capitalized words not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

RECITALS

WHEREAS, on June 28, 2022, the parties entered into the Agreement for Drainage Repair and/or New Public Works Construction, Clay County Agreement/Contract No. 2021/2022-186 (“Agreement”), which is attached hereto as Exhibit 1 and incorporated herein by reference, wherein the Contractor agreed to perform storm drainage and structures repairs, replacement, and/or new construction countywide on an as needed and as requested basis; and

WHEREAS, the Agreement provides for an initial two year term beginning on June 28, 2022 and continuing through June 27, 2024, with the option to renew the Agreement for two additional one year periods (each a “Renewal Term”); and

WHEREAS, payment for Work performed by the Contractor under the Agreement is made by the County to the Contractor in accordance with the unit cost prices set forth in Attachment B and the lump sum prices established for each assigned Project; and

WHEREAS, following the initial two year term, each Renewal Term will be accompanied by a negotiated and mutually agreeable CPI (Consumer Price Index) increase to the unit cost prices to account for fluctuation in the costs of fuel, steel, concrete, etc.; and

WHEREAS, the County has requested unit costs from the Contractor for additional items listed as items 483-487 on amended Attachment B attached hereto; and

WHEREAS, any agreed to adjustments to the unit costs during a Renewal Term or amendment shall be made a part of the Agreement by a written amendment; and

WHEREAS, the Contractor has submitted its adjusted unit costs to the County along with unit costs for the additional items which are attached hereto as amended Attachment B; and

WHEREAS, the parties wish to enter into this First Renewal to renew the Agreement for a one year Renewal Term commencing June 28, 2024 and continuing through June 27, 2025, amend Attachment B to reflect the adjusted unit costs and additional items for the Renewal Term, and amend the Agreement to address the development of a punch list and how payments of retainage will be made for certain assigned Projects as set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The Agreement is hereby renewed for a one year Renewal Term commencing June 28, 2024 and continuing through June 27, 2025.
3. Effective as of June 28, 2024, Attachment B to the Agreement is hereby amended and replaced in its entirety with amended Attachment B attached hereto, which reflects the adjusted unit cost prices for the items set forth therein along with additional items 483-487 for Work assigned and performed by the Contractor during the Renewal Term.
4. Provision 1.2 under Section 1 “Projects” of the Agreement is hereby amended and replaced in its entirety with the following:
 - 1.2. For purposes of this Agreement, the County Representative shall be Howard Wanamaker, County Manager, and the Project Manager shall be Eric Pope, Public Works Director or designee.
5. Section 2 “Scope of Work” of the Agreement is hereby amended to add a new provision 2.12 as follows:
 - 2.12. For each Project assigned under this Agreement wherein the total cost of the Work for such Project exceeds \$200,000, the Contractor agrees to comply with the requirements set forth in this provision for the development of a punch list. Promptly upon the achievement of substantial completion of an assigned Project, the Contractor shall submit written notice thereof to the Project Manager along with a copy to the consultant if the County has engaged such an architect or engineer in connection with the construction and/or inspection of the assigned Project. As used herein, substantial completion shall mean the achievement of beneficial occupancy or use of the assigned Project. Within 10 days following the service of such notice or as otherwise agreed to by the parties, the Contractor, the Project Manager, and the consultant, as may be requested by the County, shall meet to inspect the Project for the purpose of developing and reviewing a single written list of items and the estimated cost to complete each item on the list required to render the Project complete, satisfactory, and acceptable in accordance with Section 218.735(7), Florida Statutes (“Punch List”). Within 5 days following the meeting, the County will prepare and deliver the finalized Punch List to the Contractor. Upon such delivery, the Contractor shall have no less than 30 calendar days, or as otherwise agreed to by the parties, to complete the items identified therein. The failure to include any corrective work or pending items not yet completed on the Punch List does not alter the responsibility of the Contractor to complete all of the Work under the Agreement for an assigned Project. All items that require correction under the Agreement

which are identified after the preparation and delivery of the Punch List remain the obligation of the Contractor.

6. Provisions 6.1., 6.2., and 6.4 under Section 6 “Payment Procedures” of the Agreement are hereby amended and replaced in their entirety with the following:

6.1. As used in this Section, the term “Act” means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term “Invoice” means a statement, invoice, bill, draw request or payment request submitted by the Contractor under the Agreement; and the term “Submittal Date” means, with respect to an Invoice, the submittal date thereof to the Paying Agent. Invoices shall be submitted to Clay County Comptroller’s office (“Paying Agent”) by Email at invoices@clayclerk.com or U.S. Mail at Clay County BOCC, PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable with a copy to the Project Manager. All payments will be governed by the Act, which provides for payment of construction services within 25 business days after the date the Invoice is stamped as received.

6.2. The Contractor shall submit an Invoice to the Paying Agent no more than once per month based on the amount of the Work done or completed for an assigned Project. All partial Invoices/estimates and payments shall be subject to correction when submitted, and/or, in the subsequent estimates and payments, and the final estimate and payment. The amount of the monthly payment shall be the total value of the Work rendered for an assigned Project to the date of the Invoice based on the costs set forth in the Purchase Order for the assigned Project, less an amount retained (where applicable), less requests previously submitted and payments made. For each Project assigned under this Agreement wherein the total cost of the Work for such Project exceeds \$200,000, the County may withhold from each monthly and/or progress payment a certain amount as retainage which shall be determined in accordance with Section 218.735, Florida Statutes, as follows:

1. The County may withhold from each monthly and/or progress payment due to be made to the Contractor under the Agreement for an assigned Project an amount not to exceed 5 percent of said payment as retainage.
2. Within 20 business days after the Punch List is created for an assigned Project, the Contractor may submit a payment request for the contract balance that includes all retainage previously withheld by the County for the assigned Project less an amount equal to 150 percent of the estimated cost to complete the items on the Punch List for such assigned Project.
3. Upon completion of all items on the Punch List for an assigned Project, the Contractor may submit a payment request for the amount withheld by the County in accordance with subsection 2 above. If a good faith dispute exists as to whether one or more items identified on the Punch List have been completed pursuant to the Agreement, the County may continue to withhold up to 150 percent of the total costs to complete such items.

6.4. Upon receipt of an Invoice submitted under this Section, the Paying Agent and/or Project Manager shall date stamp the Invoice as received. Thereafter, the Paying Agent and/or Project Manager shall review the Invoice and may also review the Work as delivered, installed, or performed to determine whether the quantity and quality of the Work is as represented in the Invoice and is as required by this Agreement. If the Paying Agent and/or Project Manager determines that the Invoice does not conform with the applicable requirements of this Agreement or that the Work within the scope of the Invoice has not been properly delivered, installed, or performed in full accordance with this Agreement, the Paying Agent and/or Project Manager shall notify the Contractor in writing within 20 business days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper. If an Invoice is rejected by the County as set forth herein and the Contractor submits an Invoice that corrects the deficiency, the corrected Invoice must be paid or rejected within 10 business days after the date the corrected Invoice is stamped as received.

7. The Contractor hereby certifies that all executed certifications which are attached and/or made a part of the Agreement are still valid.

8. All provisions in the Agreement, and any amendments, attachments, schedules or exhibits thereto in conflict with this First Renewal shall be and hereby are changed to conform to this First Renewal.

9. Except as expressly provided herein, all other terms and conditions of the Agreement not affected by this First Renewal are incorporated herein and shall remain in full force and effect for the duration of the Renewal Term, unless otherwise mutually agreed upon in writing by both parties.

10. This First Renewal may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute and be one and the same instrument.

11. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this First Renewal and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this First Renewal on behalf of such party and that the First Renewal will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have executed this First Renewal as of the date and year first written above.

KIRBY DEVELOPMENT, INC.

By: _____

Print Name: _____

Print Title: _____

CLAY COUNTY, a political subdivision of the State of Florida

By: _____

Jim Renninger
Its Chairman

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

ATTACHMENT B
AMENDED UNIT COSTS

**Bid No. 21/22-49, Drainage Repair And/Or New Public Works Construction
First Renewal Price Sheet**

ITEM NO.	FDOT PAY NUMBER	DESCRIPTION	UNITS	UNIT COST
1		Mobilization	LS	\$ -
2		Maintenance of Traffic	LS	\$ -
3		Miscellaneous Non-Bid Items	LS	\$ -
4		Bypass Pumping/Dewatering	LS	\$ -
5	104-1	Artificial Coverings/Rolled Erosion Control Products	SY	\$ 3.40
6	104-10-3	Sediment Barrier	LF	\$ 2.48
7	104-11	Floating Turbidity Barrier	LF	\$ 16.39
8	104-18	Inlet Protection System	EA	\$ 112.06
9	107-1	Litter Removal	AC	\$ 111.71
10	107-2	Mowing	AC	\$ 59.93
11	110-1-1	Clearing and Grubbing	AC	\$ 17,048.68
12	110-2-2	Selective Clearing and Grubbing, Areas with Trees to Remain	AC	\$ 14,357.36
13	110-4-10	Removal of Existing Concrete	SY	\$ 36.28
14	110-7-1	Mailbox, F&I Single	EA	\$ 267.42
15	110-21	Tree Protection Barrier	LF	\$ 4.79
16	120-1	Regular Excavation	CY	\$ 15.19
17	120-4	Subsoil Excavation	CY	\$ 22.80
18	120-6	Embankment	CY	\$ 33.84
19	120-9-1	Ditch Clearing of Large Vegetation, Ditch Width up to 15'	LF	\$ 26.58
20	120-10-11	Clean and Reshape Ditch, Spread, Ditch Width up to 15'	LF	\$ 7.60
21	120-10-21	Clean and Reshape Ditch, Haul, Ditch Width up to 15'	LF	\$ 16.44
22	121-70	Flowable Fill	CY	\$ 291.29
23	125-1	Excavation for Structures	CY	\$ 60.78
24	145-1	Geosynthetic Reinforced Soil Slope	SF	\$ 15.12
25	160-4	Type B Stabalization	SY	\$ 14.61
26	210-2	Limerock-New Material for Reworking Base	CY	\$ 159.36
27		Limerock- Additional 2" Lift	SY	\$ 12.82
28	285-701	Optional Base, Base Group 01	SY	\$ 16.39
29	285-702	Optional Base, Base Group 02	SY	\$ 18.18
30	285-703	Optional Base, Base Group 03	SY	\$ 22.77
31	285-704	Optional Base, Base Group 04	SY	\$ 23.67
32	285-705	Optional Base, Base Group 05	SY	\$ 25.45
33	285-706	Optional Base, Base Group 06	SY	\$ 27.24
34	285-707	Optional Base, Base Group 07	SY	\$ 36.77
35	285-708	Optional Base, Base Group 08	SY	\$ 38.56
36	285-709	Optional Base, Base Group 09	SY	\$ 39.44
37	285-710	Optional Base, Base Group 10	SY	\$ 41.22
38	327-70-1	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	\$ 7.99
39	327-70-6	Milling Existing Asphalt Pavement, 1-1/2" Avg Depth	SY	\$ 9.31
40	327-70-8	Milling Existing Asphalt Pavement, 2-1/2" Avg Depth	SY	\$ 11.42
41	334-1-12	Superpave Asphaltic Conc, Traffic B	TN	\$ 184.89
42	334-1-13	Superpave Asphaltic Conc, Traffic C	TN	\$ 217.94
43	334-1-52	Superpave Asphaltic Conc, Traffic B, PG76-22	TN	\$ 249.44
44	334-1-53	Superpave Asphaltic Conc, Traffic C, PG76-22	TN	\$ 249.44
45	339-1	Miscellaneous Asphalt Pavement	TN	\$ 243.26
46	E339-2	Asphaltic Concrete (Cold Patch)	TN	\$ 482.20
47		Unpaved Road Repair (Existing Material)	SY	\$ 32.35
48		Unpaved Road Repair (New Material)	SY	\$ 43.12
49	400-2-1	Concrete Class II, Culverts	CY	\$ 1,974.44
50	400-4-1	Concrete Class IV, Culverts	CY	\$ 2,114.14
51	415-1-1	Reinforcing Steel- Roadway	LB	\$ 4.21
52	415-1-6	Reinforcing Steel- Miscellaneous	LB	\$ 4.56
53		Sprayed Concrete	CY	\$ 511.88

Note: The unit costs for all progressive line items (i.e. 15", 18", 24" pipe...) shall reflect a consistent escalation in price, though the amount of each escalation may differ.

**Bid No. 21/22-49, Drainage Repair And/Or New Public Works Construction
First Renewal Price Sheet**

54		County Standard Curb Inlet (4' depth)	EA	\$ 6,791.79
55		For Additional Depth, Adjust per foot	LF	\$ 725.84
56		Inlets, Curb, Type 9 (4' Depth)	EA	\$ 5,915.46
57		For Additional Depth, Adjust per foot	LF	\$ 725.84
58	425-1-205	Inlets, Curb, Type 9, Partial	EA	\$ 3,218.04
59	425-1-209	Inlets, Curb, Type 9, Modify	EA	\$ 4,620.29
60		Inlets, Curb, Type 10 (4' Depth)	EA	\$ 6,522.15
61		For Additional Depth, Adjust per foot	LF	\$ 725.84
62	425-1-215	Inlets, Curb, Type 10, Partial	EA	\$ 3,908.99
63		Inlets, Curb, Type P-1 (4' Depth)	EA	\$ 4,571.72
64		For Additional Depth, Adjust per foot	LF	\$ 725.84
65	425-1-315	Inlets, Curb, Type P-1, Partial	EA	\$ 5,873.03
66	425-1-319	Inlets, Curb, Type P-1, Modify	EA	\$ 7,663.52
67		Inlets, Curb, Type P-2 (4' Depth)	EA	\$ 4,571.72
68		For Additional Depth, Adjust per foot	LF	\$ 725.84
69	425-1-325	Inlets, Curb, Type P-2, Partial	EA	\$ 5,873.03
70	425-1-329	Inlets, Curb, Type P-2, Modify	EA	\$ 7,663.52
71		Inlets, Curb, Type P-3 (4' Depth)	EA	\$ 4,848.86
72		For Additional Depth, Adjust per foot	LF	\$ 725.84
73	425-1-335	Inlets, Curb, Type P-3, Partial	EA	\$ 7,998.44
74	425-1-339	Inlets, Curb, Type P-3, Modify	EA	\$ 9,166.33
75		Inlets, Curb, Type P-4 (4' Depth)	EA	\$ 4,848.86
76		For Additional Depth, Adjust per foot	LF	\$ 818.83
77	425-1-345	Inlets, Curb, Type P-4, Partial	EA	\$ 6,281.76
78	425-1-349	Inlets, Curb, Type P-4, Modify	EA	\$ 8,339.78
79		Inlets, Curb, Type P-5 (4' Depth)	EA	\$ 8,783.39
80		For Additional Depth, Adjust per foot	LF	\$ 818.83
81	425-1-355	Inlets, Curb, Type P-5, Partial	EA	\$ 4,688.48
82	425-1-359	Inlets, Curb, Type P-5, Modify	EA	\$ 9,167.31
83		Inlets, Curb, Type P-6 (4' Depth)	EA	\$ 6,942.67
84		For Additional Depth, Adjust per foot	LF	\$ 818.83
85	425-1-365	Inlets, Curb, Type P-6, Partial	EA	\$ 5,344.86
86	425-1-369	Inlets, Curb, Type P-6, Modify	EA	\$ 8,373.96
87		Inlets, Curb, Type J-1 (4' Depth)	EA	\$ 9,221.66
88		For Additional Depth, Adjust per foot	LF	\$ 1,543.20
89	425-1-415	Inlets, Curb, Type J-1, Partial	EA	\$ 4,692.24
90	425-1-419	Inlets, Curb, Type J-1, Modify	EA	\$ 5,894.16
91		Inlets, Curb, Type J-2 (4' Depth)	EA	\$ 9,221.66
92		For Additional Depth, Adjust per foot	LF	\$ 1,442.08
93	425-1-425	Inlets, Curb, Type J-2, Partial	EA	\$ 3,039.15
94	425-1-429	Inlets, Curb, Type J-2, Modify	EA	\$ 4,649.65
95		Inlets, Curb, Type J-3 (4' Depth)	EA	\$ 9,717.58
96		For Additional Depth, Adjust per foot	LF	\$ 1,442.08
97	425-1-435	Inlets, Curb, Type J-3, Partial	EA	\$ 3,535.08
98	425-1-439	Inlets, Curb, Type J-3, Modify	EA	\$ 5,310.72
99		Inlets, Curb, Type J-4 (4' Depth)	EA	\$ 10,461.48
100		For Additional Depth, Adjust per foot	LF	\$ 1,442.08
101	425-1-445	Inlets, Curb, Type J-4, Partial	EA	\$ 3,535.08
102	425-1-449	Inlets, Curb, Type J-4, Modify	EA	\$ 5,310.40
103		Inlets, Curb, Type J-5 (4' Depth)	EA	\$ 13,264.05
104		For Additional Depth, Adjust per foot	LF	\$ 1,442.08
105	425-1-455	Inlets, Curb, Type J-5, Partial	EA	\$ 4,688.48
106	425-1-459	Inlets, Curb, Type J-5, Modify	EA	\$ 15,807.99
107		Inlets, Curb, Type J-6 (4' Depth)	EA	\$ 13,677.92
108		For Additional Depth, Adjust per foot	LF	\$ 1,442.08

Note: The unit costs for all progressive line items (i.e. 15", 18", 24" pipe...) shall reflect a consistent escalation in price, though the amount of each escalation may differ.

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109	425-1-465	Inlets, Curb, Type J-6, Partial	EA	\$ 6,691.27
110	425-1-469	Inlets, Curb, Type J-6, Modify	EA	\$ 15,815.27
111		Inlets, Curb, Type 7 (4' Depth)	EA	\$ 6,524.73
112		For Additional Depth, Adjust per foot	LF	\$ 877.52
113	425-1-475	Inlets, Curb, Type 7, Partial	EA	\$ 8,733.98
114	425-1-479	Inlets, Curb, Type 7, Modify	EA	\$ 17,108.99
115		Inlets, Curb, Type 8 (4' Depth)	EA	\$ 6,524.73
116		For Additional Depth, Adjust per foot	LF	\$ 877.52
117	425-1-485	Inlets, Curb, Type 8, Partial	EA	\$ 5,782.02
118	425-1-489	Inlets, Curb, Type 8, Modify	EA	\$ 15,815.27
119		Inlets, Ditch Bottom, Type A (4' Depth)	EA	\$ 16,829.47
120		For Additional Depth, Adjust per foot	LF	\$ 1,669.66
121	425-1-505	Inlets, Ditch Bottom, Type A, Partial	EA	\$ 4,725.56
122		Inlets, Ditch Bottom, Type B (4' Depth)	EA	\$ 8,493.10
123		For Additional Depth, Adjust per foot	LF	\$ 909.54
124	425-1-515	Inlets, Ditch Bottom, Type B, Partial	EA	\$ 6,032.64
125	425-1-519	Inlets, Ditch Bottom, Type B, Modify	EA	\$ 8,342.62
126		Inlets, Ditch Bottom, Type C (4' Depth)	EA	\$ 4,572.73
127		For Additional Depth, Adjust per foot	LF	\$ 759.55
128	425-1-525	Inlets, Ditch Bottom, Type C, Partial	EA	\$ 4,150.89
129	425-1-529	Inlets, Ditch Bottom, Type C, Modify	EA	\$ 6,214.35
130		Inlets, Ditch Bottom, Type C Modified- Back of Sidewalk (4' Depth)	EA	\$ 4,226.84
131		For Additional Depth, Adjust per foot	LF	\$ 741.02
132		Inlets, Ditch Bottom, Type D (4' Depth)	EA	\$ 4,646.72
133		For Additional Depth, Adjust per foot	LF	\$ 857.29
134	425-1-545	Inlets, Ditch Bottom, Type D, Partial	EA	\$ 3,593.59
135	425-1-549	Inlets, Ditch Bottom, Type D, Modify	EA	\$ 2,760.57
136		Inlets, Ditch Bottom, Type E (4' Depth)	EA	\$ 6,341.82
137		For Additional Depth, Adjust per foot	LF	\$ 911.22
138	425-1-555	Inlets, Ditch Bottom, Type E, Partial	EA	\$ 5,887.86
139	425-1-559	Inlets, Ditch Bottom, Type E, Modify	EA	\$ 10,218.53
140		Inlets, Ditch Bottom, Type F (4' Depth)	EA	\$ 8,694.82
141		For Additional Depth, Adjust per foot	LF	\$ 835.39
142	425-1-565	Inlets, Ditch Bottom, Type F, Partial	EA	\$ 6,550.16
143	425-1-569	Inlets, Ditch Bottom, Type F, Modify	EA	\$ 11,528.04
144		Inlets, Ditch Bottom, Type G (4' Depth)	EA	\$ 14,492.08
145		For Additional Depth, Adjust per foot	LF	\$ 1,256.70
146	425-1-575	Inlets, Ditch Bottom, Type G, Partial	EA	\$ 7,623.67
147	425-1-579	Inlets, Ditch Bottom, Type G, Modify	EA	\$ 11,528.04
148		Inlets, Ditch Bottom, Type H (4' Depth)	EA	\$ 9,726.19
149		For Additional Depth, Adjust per foot	LF	\$ 1,010.66
150	425-1-585	Inlets, Ditch Bottom, Type H, Partial	EA	\$ 6,634.76
151	425-1-589	Inlets, Ditch Bottom, Type H, Modify	EA	\$ 11,561.60
152		Inlets, Ditch Bottom, Type J (4' Depth)	EA	\$ 10,095.59
153		For Additional Depth, Adjust per foot	LF	\$ 877.52
154	425-1-605	Inlets, Ditch Bottom, Type J, Partial	EA	\$ 7,071.24
155	425-1-609	Inlets, Ditch Bottom, Type J, Modify	EA	\$ 13,332.77
156		Inlets, Ditch Bottom, Type K (4' Depth)	EA	\$ 5,313.53
157		For Additional Depth, Adjust per foot	LF	\$ 371.94
158		Inlets, Gutter, Type S (4' Depth)	EA	\$ 9,136.68
159		For Additional Depth, Adjust per foot	LF	\$ 1,903.80
160	425-1-705	Inlets, Gutter, Type S, Partial	EA	\$ 5,256.42
161		Inlets, Gutter, Type V (4' Depth)	EA	\$ 8,520.07
162		For Additional Depth, Adjust per foot	LF	\$ 877.52
163	425-1-715	Inlets, Gutter, Type V, Partial	EA	\$ 5,256.42

Note: The unit costs for all progressive line items (i.e. 15", 18", 24" pipe...) shall reflect a consistent escalation in price, though the amount of each escalation may differ.

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164	425-1-719	Inlets, Gutter, Type V, Modify	EA	\$	10,233.18
165		Inlets, Closed Flume (4' Depth)	EA	\$	5,858.76
166		For Additional Depth, Adjust per foot	LF	\$	1,830.89
167		Manholes, P-7 (4' Depth)	EA	\$	7,674.32
168		For Additional Depth, Adjust per foot	LF	\$	2,223.74
169	425-2-43	Manholes, P-7, Partial	EA	\$	4,083.48
170		Manholes, P-8 (4' Depth)	EA	\$	3,129.47
171		For Additional Depth, Adjust per foot	LF	\$	10,088.81
172	425-2-63	Manholes, P-8, Partial	EA	\$	4,228.41
173		Manholes, J-7 (4' Depth)	EA	\$	10,229.70
174		For Additional Depth, Adjust per foot	LF	\$	1,814.03
175	425-2-73	Manholes, J-7, Partial	EA	\$	4,228.41
176		Manholes, J-8 (4' Depth)	EA	\$	11,060.94
177		For Additional Depth, Adjust per foot	LF	\$	2,929.87
178	425-2-93	Manholes, J-8, Partial	EA	\$	4,228.41
179	425-2-110	Manholes, Repair	EA	\$	2,474.85
180	425-4	Inlets, Adjust	EA	\$	1,680.13
181	425-5	Manhole, Adjust	EA	\$	1,808.68
182	425-5-1	Manhole, Adjust, Utilities	EA	\$	8,699.72
183	425-6	Valve Boxes, Adjust	EA	\$	980.43
184	425-7	Manhole Cover-Replace	EA	\$	1,215.62
185	425-11	Modify Existing Drainage Structure	EA	\$	3,719.47
186	425-14-1	Grate for Existing Drainage Structure, F&I	SF	\$	1,171.95
187	425-15-41	Inlet Top, Repair, Curb Inlet	EA	\$	1,583.64
188	425-15-42	Inlet Top, Repair, Ditch Bottom Inlet	EA	\$	1,661.13
189	425-15-51	Inlet Top, Replace, Curb Inlet	EA	\$	6,665.28
190	425-15-52	Inlet Top, Replace, Ditch Bottom Inlet	EA	\$	5,989.34
191		Desilting Pipe - Existing, 18" and less	LF	\$	10.58
192		Desilting Pipe - Existing, 24" - 36"	LF	\$	11.93
193		Desilting Pipe - Existing, 42" - 54"	LF	\$	17.72
194		Desilting Pipe - Existing, 60"+	LF	\$	28.68
195		Drainage Pipe Repair, Concrete Collar at Joint, 18" and less	EA	\$	1,353.58
196		Drainage Pipe Repair, Concrete Collar at Joint, 24" - 36"	EA	\$	1,658.42
197		Drainage Pipe Repair, Concrete Collar at Joint, 42" - 54"	EA	\$	3,415.90
198		Drainage Pipe Repair, Concrete Collar at Joint, 60"+	EA	\$	6,123.05
199		External Joint Seal for RCP, 18" and less	EA	\$	947.98
200		External Joint Seal for RCP, 24" - 36"	EA	\$	1,888.72
201		External Joint Seal for RCP, 42" - 54"	EA	\$	2,091.27
202		External Joint Seal for RCP, 60"+	EA	\$	5,490.74
203		Pipe Culvert, RCP, Round, 12" Side Drain	LF	\$	-
204		Pipe Culvert, RCP, Round, 15" Side Drain	LF	\$	89.30
205		Pipe Culvert, RCP, Round, 18" Side Drain	LF	\$	107.84
206		Pipe Culvert, RCP, Round, 24" Side Drain	LF	\$	146.75
207		Pipe Culvert, RCP, Round, 30" Side Drain	LF	\$	204.38
208		Pipe Culvert, RCP, Round, 36" Side Drain	LF	\$	265.58
209		Pipe Culvert, RCP, Round, 42" Side Drain	LF	\$	353.03
210		Pipe Culvert, RCP, Round, 48" Side Drain	LF	\$	428.75
211		Pipe Culvert, RCP, Round, 54" Side Drain	LF	\$	556.43
212		Pipe Culvert, RCP, Round, 60" Side Drain	LF	\$	697.64
213		Pipe Culvert, RCP, Round, 72" Side Drain	LF	\$	1,081.87
214		Pipe Culvert, RCP, Other Shape - Ellip/ Arch, 15" Side Drain	LF	\$	126.53
215		Pipe Culvert, RCP, Other Shape - Ellip/ Arch, 18" Side Drain	LF	\$	150.98
216		Pipe Culvert, RCP, Other Shape - Ellip/ Arch, 24" Side Drain	LF	\$	220.19
217		Pipe Culvert, RCP, Other Shape - Ellip/ Arch, 30" Side Drain	LF	\$	302.47
218		Pipe Culvert, RCP, Other Shape - Ellip/ Arch, 36" Side Drain	LF	\$	403.47

Note: The unit costs for all progressive line items (i.e. 15", 18", 24" pipe...) shall reflect a consistent escalation in price, though the amount of each escalation may differ.

Bid No. 21/22-49, Drainage Repair And/Or New Public Works Construction
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219	Pipe Culvert, RCP, Ellip/Other, 42" Side Drain	LF	\$	532.51
220	Pipe Culvert, RCP, Ellip/Other, 48" Side Drain	LF	\$	649.12
221	Pipe Culvert, RCP, Round, 12" S/CD	LF	\$	-
222	Pipe Culvert, RCP, Round, 15" S/CD	LF	\$	122.08
223	Pipe Culvert, RCP, Round, 18" S/CD	LF	\$	138.94
224	Pipe Culvert, RCP, Round, 24" S/CD	LF	\$	189.02
225	Pipe Culvert, RCP, Round, 30" S/CD	LF	\$	253.08
226	Pipe Culvert, RCP, Round, 36" S/CD	LF	\$	322.40
227	Pipe Culvert, RCP, Round, 40" S/CD	LF	\$	398.23
228	Pipe Culvert, RCP, Round, 42" S/CD	LF	\$	398.23
229	Pipe Culvert, RCP, Round, 48" S/CD	LF	\$	478.56
230	Pipe Culvert, RCP, Round, 54" S/CD	LF	\$	596.28
231	Pipe Culvert, RCP, Round, 60" S/CD	LF	\$	767.38
232	Pipe Culvert, RCP, Round, 66" S/CD	LF	\$	910.63
233	Pipe Culvert, RCP, Round, 72" S/CD	LF	\$	1,391.82
234	Pipe Culvert, RCP, Other-Ellip/ Arch, 15" S/CD	LF	\$	150.69
235	Pipe Culvert, RCP, Other-Ellip/ Arch, 18" S/CD	LF	\$	176.01
236	Pipe Culvert, RCP, Other-Ellip/ Arch, 24" S/CD	LF	\$	246.02
237	Pipe Culvert, RCP, Other-Ellip/ Arch, 30" S/CD	LF	\$	337.34
238	Pipe Culvert, RCP, Other-Ellip/ Arch, 36" S/CD	LF	\$	453.29
239	Pipe Culvert, RCP, Other-Ellip/ Arch, 42" S/CD	LF	\$	610.00
240	Pipe Culvert, RCP, Other-Ellip/ Arch, 48" S/CD	LF	\$	711.11
241	Pipe Culvert, RCP, Other-Ellip/ Arch, 54" S/CD	LF	\$	902.20
242	Pipe Culvert, RCP, Other-Ellip/ Arch, 60" S/CD	LF	\$	1,117.22
243	Pipe Culvert, RCP, Other-Ellip/ Arch, 66" S/CD	LF	\$	1,664.93
244	Pipe Culvert, RCP, Other-Ellip/ Arch, 72" S/CD	LF	\$	-
245	Pipe Culvert, CMP, Round, 12" Side Drain	LF	\$	77.16
246	Pipe Culvert, CMP, Round, 15" Side Drain	LF	\$	84.24
247	Pipe Culvert, CMP, Round, 18" Side Drain	LF	\$	99.81
248	Pipe Culvert, CMP, Round, 24" Side Drain	LF	\$	114.64
249	Pipe Culvert, CMP, Round, 30" Side Drain	LF	\$	167.24
250	Pipe Culvert, CMP, Round, 36" Side Drain	LF	\$	202.21
251	Pipe Culvert, CMP, Round, 42" Side Drain	LF	\$	320.05
252	Pipe Culvert, CMP, Round, 48" Side Drain	LF	\$	382.43
253	Pipe Culvert, CMP, Round, 54" Side Drain	LF	\$	443.17
254	Pipe Culvert, CMP, Round, 60" Side Drain	LF	\$	509.97
255	Pipe Culvert, CMP, Round, 72" Side Drain	LF	\$	724.15
256	Pipe Culvert, CMP, Other Shape - Ellip/ Arch, 15" Side Drain	LF	\$	110.27
257	Pipe Culvert, CMP, Other Shape - Ellip/ Arch, 18" Side Drain	LF	\$	125.19
258	Pipe Culvert, CMP, Other Shape - Ellip/ Arch, 24" Side Drain	LF	\$	151.66
259	Pipe Culvert, CMP, Other Shape - Ellip/ Arch, 30" Side Drain	LF	\$	211.65
260	Pipe Culvert, CMP, Other Shape - Ellip/ Arch, 36" Side Drain	LF	\$	235.82
261	Pipe Culvert, CMP, Ellip/Other, 42" Side Drain	LF	\$	372.32
262	Pipe Culvert, CMP, Ellip/Other, 48" Side Drain	LF	\$	411.33
263	Pipe Culvert, CMP, Round, 12" S/CD	LF	\$	112.81
264	Pipe Culvert, CMP, Round, 15" S/CD	LF	\$	128.35
265	Pipe Culvert, CMP, Round, 18" S/CD	LF	\$	142.09
266	Pipe Culvert, CMP, Round, 24" S/CD	LF	\$	163.35
267	Pipe Culvert, CMP, Round, 30" S/CD	LF	\$	213.74
268	Pipe Culvert, CMP, Round, 36" S/CD	LF	\$	260.33
269	Pipe Culvert, CMP, Round, 40" S/CD	LF	\$	116.24
270	Pipe Culvert, CMP, Round, 42" S/CD	LF	\$	386.47
271	Pipe Culvert, CMP, Round, 48" S/CD	LF	\$	422.28
272	Pipe Culvert, CMP, Round, 54" S/CD	LF	\$	481.92
273	Pipe Culvert, CMP, Round, 60" S/CD	LF	\$	509.97

Note: The unit costs for all progressive line items (i.e. 15", 18", 24" pipe...) shall reflect a consistent escalation in price, though the amount of each escalation may differ.

Bid No. 21/22-49, Drainage Repair And/Or New Public Works Construction
First Renewal Price Sheet

274	Pipe Culvert, CMP, Round, 66" S/CD	LF	\$	573.80
275	Pipe Culvert, CMP, Round, 72" S/CD	LF	\$	724.15
276	Pipe Culvert, CMP, Other-Ellip/ Arch, 15" S/CD	LF	\$	164.51
277	Pipe Culvert, CMP, Other-Ellip/ Arch, 18" S/CD	LF	\$	179.43
278	Pipe Culvert, CMP, Other-Ellip/ Arch, 24" S/CD	LF	\$	210.11
279	Pipe Culvert, CMP, Other-Ellip/ Arch, 30" S/CD	LF	\$	270.10
280	Pipe Culvert, CMP, Other-Ellip/ Arch, 36" S/CD	LF	\$	344.31
281	Pipe Culvert, CMP, Other-Ellip/ Arch, 42" S/CD	LF	\$	465.31
282	Pipe Culvert, CMP, Other-Ellip/ Arch, 48" S/CD	LF	\$	550.81
283	Pipe Culvert, CMP, Other-Ellip/ Arch, 54" S/CD	LF	\$	591.42
284	Pipe Culvert, CMP, Other-Ellip/ Arch, 60" S/CD	LF	\$	697.57
285	Pipe Culvert, CMP, Other-Ellip/ Arch, 66" S/CD	LF	\$	741.21
286	Pipe Culvert, CMP, Other-Ellip/ Arch, 72" S/CD	LF	\$	899.80
287	Pipe Culvert, HDPE, Round, 12" Side Drain	LF	\$	90.83
288	Pipe Culvert, HDPE, Round, 15" Side Drain	LF	\$	109.77
289	Pipe Culvert, HDPE, Round, 18" Side Drain	LF	\$	135.08
290	Pipe Culvert, HDPE, Round, 24" Side Drain	LF	\$	161.14
291	Pipe Culvert, HDPE, Round, 30" Side Drain	LF	\$	230.96
292	Pipe Culvert, HDPE, Round, 36" Side Drain	LF	\$	245.05
293	Pipe Culvert, HDPE, Round, 42" Side Drain	LF	\$	341.45
294	Pipe Culvert, HDPE Round, 48" Side Drain	LF	\$	389.80
295	Pipe Culvert, HDPE, Round, 54" Side Drain	LF	\$	-
296	Pipe Culvert, HDPE, Round, 60" Side Drain	LF	\$	553.68
297	Pipe Culvert, HDPE, Round, 72" Side Drain	LF	\$	-
298	Pipe Culvert, HDPE, Other Shape - Ellip/ Arch, 15" Side Drain	LF	\$	-
299	Pipe Culvert, HDPE, Other Shape - Ellip/ Arch, 18" Side Drain	LF	\$	-
300	Pipe Culvert, HDPE, Other Shape - Ellip/ Arch, 24" Side Drain	LF	\$	-
301	Pipe Culvert, HDPE, Other Shape - Ellip/ Arch, 30" Side Drain	LF	\$	-
302	Pipe Culvert, HDPE, Other Shape - Ellip/ Arch, 36" Side Drain	LF	\$	-
303	Pipe Culvert, HDPE, Ellip/Other, 42" Side Drain	LF	\$	-
304	Pipe Culvert, HDPE, Ellip/Other, 48" Side Drain	LF	\$	-
305	Pipe Culvert, HDPE, Round, 12" S/CD	LF	\$	121.82
306	Pipe Culvert, HDPE, Round, 15" S/CD	LF	\$	138.69
307	Pipe Culvert, HDPE, Round, 18" S/CD	LF	\$	145.41
308	Pipe Culvert, HDPE, Round, 24" S/CD	LF	\$	184.38
309	Pipe Culvert, HDPE, Round, 30" S/CD	LF	\$	223.21
310	Pipe Culvert, HDPE, Round, 36" S/CD	LF	\$	276.05
311	Pipe Culvert, HDPE, Round, 40" S/CD	LF	\$	154.98
312	Pipe Culvert, HDPE, Round, 42" S/CD	LF	\$	341.45
313	Pipe Culvert, HDPE, Round, 48" S/CD	LF	\$	389.80
314	Pipe Culvert, HDPE, Round, 54" S/CD	LF	\$	-
315	Pipe Culvert, HDPE, Round, 60" S/CD	LF	\$	553.68
316	Pipe Culvert, HDPE, Round, 66" S/CD	LF	\$	-
317	Pipe Culvert, HDPE, Round, 72" S/CD	LF	\$	-
318	Pipe Culvert, HDPE, Other-Ellip/ Arch, 15" S/CD	LF	\$	-
319	Pipe Culvert, HDPE, Other-Ellip/ Arch, 18" S/CD	LF	\$	-
320	Pipe Culvert, HDPE, Other-Ellip/ Arch, 24" S/CD	LF	\$	-
321	Pipe Culvert, HDPE, Other-Ellip/ Arch, 30" S/CD	LF	\$	-
322	Pipe Culvert, HDPE, Other-Ellip/ Arch, 36" S/CD	LF	\$	-
323	Pipe Culvert, HDPE, Other-Ellip/ Arch, 42" S/CD	LF	\$	-
324	Pipe Culvert, HDPE, Other-Ellip/ Arch, 48" S/CD	LF	\$	-
325	Pipe Culvert, HDPE, Other-Ellip/ Arch, 54" S/CD	LF	\$	-
326	Pipe Culvert, HDPE, Other-Ellip/ Arch, 60" S/CD	LF	\$	-
327	Pipe Culvert, HDPE, Other-Ellip/ Arch, 66" S/CD	LF	\$	-
328	Pipe Culvert, HDPE, Other-Ellip/ Arch, 72" S/CD	LF	\$	-

Note: The unit costs for all progressive line items (i.e. 15", 18", 24" pipe...) shall reflect a consistent escalation in price, though the amount of each escalation may differ.

**Bid No. 21/22-49, Drainage Repair And/Or New Public Works Construction
First Renewal Price Sheet**

329		Extra Foot of Trench Cut (Over seven "7" feet)	LF/FT	\$	9.56
330	430-200-21	Flared End Section, Concrete, 12"	EA	\$	-
331	430-200-23	Flared End Section, Concrete, 15"	EA	\$	4,173.38
332	430-200-25	Flared End Section, Concrete, 18"	EA	\$	4,510.43
333	430-200-29	Flared End Section, Concrete, 24"	EA	\$	5,201.97
334	430-200-33	Flared End Section, Concrete, 30"	EA	\$	6,634.44
335	430-200-38	Flared End Section, Concrete, 36"	EA	\$	8,039.81
336	430-200-40	Flared End Section, Concrete, 42"	EA	\$	9,164.70
337	430-200-41	Flared End Section, Concrete, 48"	EA	\$	11,434.97
338	430-200-42	Flared End Section, Concrete, 54"	EA	\$	19,102.86
339	430-200-43	Flared End Section, Concrete, 60"	EA	\$	23,429.74
340	430-200-44	Flared End Section, Concrete, 66"	EA	\$	26,378.93
341	430-400-015	Winged Concrete Endwalls, U-Type Index 430-040, 15"	EA	\$	3,348.82
342	430-400-018	Winged Concrete Endwalls, U-Type Index 430-040, 18"	EA	\$	3,584.75
343	430-400-024	Winged Concrete Endwalls, U-Type Index 430-040, 24"	EA	\$	4,829.90
344	430-400-030	Winged Concrete Endwalls, U-Type Index 430-040, 30"	EA	\$	5,691.01
345	430-400-036	Winged Concrete Endwalls, U-Type Index 430-040, 36"	EA	\$	7,554.20
346	430-400-042	Winged Concrete Endwalls, U-Type Index 430-040, 42"	EA	\$	8,511.23
347	430-400-048	Winged Concrete Endwalls, U-Type Index 430-040, 48"	EA	\$	10,650.97
348	430-400-115	Winged Concrete Endwalls, 45 Degree Wing Index 430-040, 15"	EA	\$	3,134.79
349	430-400-118	Winged Concrete Endwalls, 45 Degree Wing Index 430-040, 18"	EA	\$	3,487.01
350	430-400-124	Winged Concrete Endwalls, 45 Degree Wing Index 430-040, 24"	EA	\$	4,634.41
351	430-400-130	Winged Concrete Endwalls, 45 Degree Wing Index 430-040, 30"	EA	\$	5,455.08
352	430-400-136	Winged Concrete Endwalls, 45 Degree Wing Index 430-040, 36"	EA	\$	7,299.74
353	430-400-142	Winged Concrete Endwalls, 45 Degree Wing Index 430-040, 42"	EA	\$	8,511.23
354	430-400-148	Winged Concrete Endwalls, 45 Degree Wing Index 430-040, 48"	EA	\$	10,533.00
355	430-515-100	Straight Concrete Endwalls, 15", Single, 0 Degrees, Round	EA	\$	4,356.60
356	430-518-100	Straight Concrete Endwalls, 18", Single, 0 Degrees, Round	EA	\$	4,991.94
357	430-518-200	Straight Concrete Endwalls, 18", Double, 0 Degrees, Round	EA	\$	5,749.62
358	430-524-100	Straight Concrete Endwalls, 24", Single, 0 Degrees, Round	EA	\$	6,951.41
359	430-524-200	Straight Concrete Endwalls, 24", Double, 0 Degrees, Round	EA	\$	7,595.02
360	430-524-300	Straight Concrete Endwalls, 24", Triple, 0 Degrees, Round	EA	\$	9,213.55
361	430-530-100	Straight Concrete Endwalls, 30", Single, 0 Degrees, Round	EA	\$	9,403.92
362	430-530-200	Straight Concrete Endwalls, 30", Double, 0 Degrees, Round	EA	\$	10,270.63
363	430-530-300	Straight Concrete Endwalls, 30", Triple, 0 Degrees, Round	EA	\$	12,891.93
364	430-536-100	Straight Concrete Endwalls, 36", Single, 0 Degrees, Round	EA	\$	12,545.05
365	430-536-200	Straight Concrete Endwalls, 36", Double, 0 Degrees, Round	EA	\$	14,727.13
366	430-536-300	Straight Concrete Endwalls, 36", Triple, 0 Degrees, Round	EA	\$	17,669.78
367	430-542-100	Straight Concrete Endwalls, 42", Single, 0 Degrees, Round	EA	\$	15,271.58
368	430-542-200	Straight Concrete Endwalls, 42", Double, 0 Degrees, Round	EA	\$	18,931.33
369	430-542-300	Straight Concrete Endwalls, 42", Triple, 0 Degrees, Round	EA	\$	22,993.54
370	430-548-100	Straight Concrete Endwalls, 48", Single, 0 Degrees, Round	EA	\$	18,302.00
371	430-548-200	Straight Concrete Endwalls, 48", Double, 0 Degrees, Round	EA	\$	23,006.96
372	430-548-300	Straight Concrete Endwalls, 48", Triple, 0 Degrees, Round	EA	\$	28,021.40
373	430-554-100	Straight Concrete Endwalls, 54", Single, 0 Degrees, Round	EA	\$	23,489.53
374	430-554-200	Straight Concrete Endwalls, 54", Double, 0 Degrees, Round	EA	\$	30,413.63
375	430-560-100	Straight Concrete Endwalls, 60", Single, 0 Degrees, Round	EA	\$	25,630.70
376	430-560-200	Straight Concrete Endwalls, 60", Double, 0 Degrees, Round	EA	\$	42,245.99
377	430-566-100	Straight Concrete Endwalls, 66", Single, 0 Degrees, Round	EA	\$	40,479.75
378	430-566-200	Straight Concrete Endwalls, 66", Double, 0 Degrees, Round	EA	\$	48,375.61
379	430-610-025	U-Endwall, Index 430-011, 1:6 Slope, 18" Pipe	EA	\$	6,655.28
380	430-610-029	U-Endwall, Index 430-011, 1:6 Slope, 24" Pipe	EA	\$	8,354.01
381	430-610-033	U-Endwall, Index 430-011, 1:6 Slope, 30" Pipe	EA	\$	11,171.29
382	430-611-023	U-Endwall, Index 430-011, Baffles, 1:6 Slope, 15" Pipe	EA	\$	6,092.19
383	430-611-025	U-Endwall, Index 430-011, Baffles, 1:6 Slope, 18" Pipe	EA	\$	6,832.22

Note: The unit costs for all progressive line items (i.e. 15", 18", 24" pipe...) shall reflect a consistent escalation in price, though the amount of each escalation may differ.

**Bid No. 21/22-49, Drainage Repair And/Or New Public Works Construction
First Renewal Price Sheet**

384	430-611-029	U-Endwall, Index 430-011, Baffles, 1:6 Slope, 24" Pipe	EA	\$ 9,189.43
385	430-611-033	U-Endwall, Index 430-011, Baffles, 1:6 Slope, 30" Pipe	EA	\$ 11,348.23
386	430-612-023	U-Endwall, Index 430-011, Grate, 1:6 Slope, 15" Pipe	EA	\$ 9,672.97
387	430-612-025	U-Endwall, Index 430-011, Grate, 1:6 Slope, 18" Pipe	EA	\$ 10,451.55
388	430-612-029	U-Endwall, Index 430-011, Grate, 1:6 Slope, 24" Pipe	EA	\$ 14,034.52
389	430-612-033	U-Endwall, Index 430-011, Grate, 1:6 Slope, 30" Pipe	EA	\$ 16,254.00
390	430-613-025	U-Endwall, Index 430-011, Grate & Baffles, 1:6 Slope, 18" Pipe	EA	\$ 10,982.74
391	430-613-029	U-Endwall, Index 430-011, Grate & Baffles, 1:6 Slope, 24" Pipe	EA	\$ 14,707.40
392	430-613-033	U-Endwall, Index 430-011, Grate & Baffles, 1:6 Slope, 30" Pipe	EA	\$ 16,926.87
393	430-830	Pipe Filling and Plugging - Place Out of Service	CY	\$ 431.68
394	430-982-123	Mitered End Section, Optional Round, 15" CD	EA	\$ 2,580.92
395	430-982-125	Mitered End Section, Optional Round, 18" CD	EA	\$ 2,977.55
396	430-982-129	Mitered End Section, Optional Round, 24" CD	EA	\$ 3,509.03
397	430-982-133	Mitered End Section, Optional Round, 30" CD	EA	\$ 6,431.12
398	430-982-138	Mitered End Section, Optional Round, 36" CD	EA	\$ 8,127.69
399	430-982-140	Mitered End Section, Optional Round, 42" CD	EA	\$ 10,032.02
400	430-982-141	Mitered End Section, Optional Round, 48" CD	EA	\$ 11,840.04
401	430-982-142	Mitered End Section, Optional Round, 54" CD	EA	\$ 19,926.45
402	430-982-143	Mitered End Section, Optional Round, 60" CD	EA	\$ 23,524.45
403	430-982-144	Mitered End Section, Optional Round, 66" CD	EA	\$ 26,473.64
404	436-1-1	Trench Drain, Standard	LF	\$ 644.75
405	440-1-20	Underdrain, Type 2	LF	\$ 81.51
406	440-73-1	Underdrain Outlet Pipe, 4"	LF	\$ 56.74
407	440-73-2	Underdrain Outlet Pipe, 6"	LF	\$ 60.17
408	440-73-3	Underdrain Outlet Pipe, 8"	LF	\$ 65.60
409	440-73-4	Underdrain Outlet Pipe, 10"	LF	\$ 71.51
410		Removal of Existing Underdrain within the Roadway (3' Wide Cut)	LF	\$ 55.60
411		Sheet Piling Steel - Temporary	SF	\$ 44.10
412		Sheet Piling Steel - Permanent	SF	\$ 58.97
413	515-1-1	Pipe Handrail - Guiderail, Steel	LF	\$ 126.00
414	515-1-2	Pipe Handrail - Guiderail, Aluminum	LF	\$ 84.41
415	515-1-41	Pipe Handrail - Guiderail, Relocate, Steel	LF	\$ 122.85
416	515-1-42	Pipe Handrail - Guiderail, Relocate, Aluminum	LF	\$ 95.54
417	515-2-211	Pedestrian / Bicycle Railing, Steel, 42" Type 1	LF	\$ 113.40
418	515-2-221	Pedestrian / Bicycle Railing, Steel, 54" Type 1	LF	\$ 124.43
419	515-2-231	Pedestrian / Bicycle Railing, Steel, 48" Type 1	LF	\$ 118.91
420	515-2-311	Pedestrian / Bicycle Railing, Aluminum, 42" Type 1	LF	\$ 100.80
421	515-2-321	Pedestrian / Bicycle Railing, Aluminum, 54" Type 1	LF	\$ 116.55
422	515-2-500	Pedestrian / Bicycle Railing, Relocate	LF	\$ 59.85
423	520-1-7	Concrete Curb & Gutter, Type E	LF	\$ 46.34
424	520-1-10	Concrete Curb & Gutter, Type F	LF	\$ 44.29
425		City Standard Curb & Gutter	LF	\$ 38.30
426	520-2-2	Concrete Curb Type B	LF	\$ 49.49
427	520-2-4	Concrete Curb Type D	LF	\$ 49.49
428	520-2-8	Concrete Curb Type RA	LF	\$ 53.27
429	520-3	Concrete Valley Gutter	LF	\$ 52.64
430	520-5-11	Traffic Separator Concrete - Type I, 4' Wide	LF	\$ 63.82
431	520-5-12	Traffic Separator Concrete - Type I, 6' Wide	LF	\$ 81.33
432	520-5-16	Traffic Separator Concrete - Type I, 8.5' Wide	LF	\$ 99.00
433	520-5-41	Traffic Separator Concrete - Type IV, 4' Wide	LF	\$ 67.76
434	520-5-42	Traffic Separator Concrete - Type IV, 6' Wide	LF	\$ 84.80
435	520-5-46	Traffic Separator Concrete - Type IV, 8.5' Wide	LF	\$ 102.63
436	520-6	Concrete Shoulder Gutter	LF	\$ 56.71
437	522-1	Concrete Sidewalk and Driveways, 4" Thick	SY	\$ 75.02
438	522-2	Concrete Sidewalk and Driveways, 6" Thick	SY	\$ 91.48

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**Bid No. 21/22-49, Drainage Repair And/Or New Public Works Construction
First Renewal Price Sheet**

439	524-1-1	Concrete Ditch Pavt, Non Reinforced, 3"	SY	\$	155.75
440	527-2	Detectable Warnings	SF	\$	59.85
441	530-3-4	Riprap, Rubble, F&I, Ditch Lining	TN	\$	149.19
442	530-3-8	Riprap, Rubble, Remove Existing and Reinstall	CY	\$	182.50
443	536-1-0	Guardrail- Roadway, General/Low Speed TL-2	LF	\$	55.79
444	536-1-1	Guardrail- Roadway, General TL-3	LF	\$	44.04
445	536-1-3	Guardrail- Roadway, Double Face	LF	\$	52.06
446	536-5-1	Rub Rail for Guardrail, Single Sided Rub Rail	LF	\$	26.92
447	536-5-2	Rub Rail for Guardrail, Double Sided Rub Rail	LF	\$	29.48
448	536-6	Pipe Rail for Guardrail	LF	\$	40.91
449	536-73	Guardrail Removal	LF	\$	9.06
450	538-1	Guardrail Reset	LF	\$	19.08
451	550-10-110	Fencing, Type A, 0-5', Standard	LF	\$	17.72
452	550-10-118	Fencing, Type A, 0-5', Standard, Reset Existing	LF	\$	13.88
453	550-10-210	Fencing, Type B, 0-5', Standard	LF	\$	30.37
454	550-10-218	Fencing, Type B, 0-5', Standard, Reset Existing	LF	\$	40.38
455	570-1-1	Performance Turf	SY	\$	1.19
456	570-1-2	Performance Turf, Sod	SY	\$	9.85
457	570-1-116	Performance Turf, Sodding - Bahia Argentine	SY	\$	10.79
458	570-1-119	Performance Turf, Sodding - St Augustine Floratam	SY	\$	9.85
459	706-1-3	Raised Pavement Marker, Type B	EA	\$	31.50
460	710-11-101	Temporary Painted Pavement Markings, Standard, White, Solid, 6"	GM	\$	3,470.67
461	710-11-123	Temporary Painted Pavement Markings, Standard, White, Solid, 12"	LF	\$	3.64
462	710-11-125	Temporary Painted Pavement Markings, Standard, White, Stop/X-Walk	LF	\$	5.31
463	710-11-131	Temporary Painted Pavement Markings, Standard, White, Skip, 10-30 or 3-9, 6"	GM	\$	3,470.67
464	710-11-160	Temporary Painted Pavement Markings, Standard, White, Message or Symbol	EA	\$	78.75
465	710-11-170	Temporary Painted Pavement Markings, Standard, White, Arrows	EA	\$	39.38
466	710-11-201	Temporary Painted Pavement Markings, Standard, Yellow, Solid, 6"	GM	\$	3,470.67
467	710-11-231	Temporary Painted Pavement markings, Standard, Yellow, Skip, 6"	GM	\$	3,470.67
468	711-11-123	Thermo, Standard, White, Solid, 12" for X-Walk and Roundabout	LF	\$	9.61
469	711-11-125	Thermo, Standard, White, Solid, 24" for Stop Line and X-Walk	LF	\$	12.13
470	711-11-160	Thermo, Standard, White, Message or Symbol	EA	\$	204.75
471	711-11-170	Thermo, Standard, White, Arrow	EA	\$	228.38
472	711-16-101	Thermo, Standard - Other Surfaces, White, Solid 6"	GM	\$	14,071.05
473	711-16-131	Thermo, Standard - Other Surfaces, White, Skip, 6", 10-30 or 3-9 Lane Drop	GM	\$	12,823.65
474	711-16-201	Thermo, Standard- Other Surfaces, Yellow, Solid 6"	GM	\$	14,072.63
475	711-17-1	Thermo, Remove Existing Thermo Pavement Markings - Surface to Remain	SF	\$	44.10
476		High Density Polyurethane Foam (HDPF)	Gal	\$	151.46
477		A-3 Fill (Contingency item, delivered, hauled and placed)	CY	\$	32.45
478		Grading Roadside Shoulders	SY	\$	16.17
479		New Earth Line Ditch	CY	\$	38.08
480		Utility Adjustment	EA	\$	7,924.64
481		As-Built Drawing (24" x 36" construction drawing)	EA	\$	6,543.00
482		Video Record (Per job site)	EA	\$	583.85
483		Concrete Sidewalk and Driveways, 8" Thick with 12" thickened edge	SY	\$	235.68
484		6" PVC	LF	\$	53.81
485		Milling Existing Asphalt Pavement (2" Average Depth)	SY	\$	35.00
486		Roadway Removal and Disposal (2" Asphalt + 8" Base)	SY	\$	30.80
487		Connect Yard Drains to Underdrain	EA	\$	875.00

Company Name: Kirby Development, Inc

Note: The unit costs for all progressive line items (i.e. 15", 18", 24" pipe...) shall reflect a consistent escalation in price, though the amount of each escalation may differ.

EXHIBIT 1

AGREEMENT

**AGREEMENT FOR DRAINAGE REPAIR AND/OR
NEW PUBLIC WORKS CONSTRUCTION**

This Agreement for Drainage Repair and/or New Public Works Construction (“Agreement”) is made and entered into as of the 28th day of June, 2022 (“Effective Date”) between Kirby Development, Inc., a Florida Profit Corporation (“Contractor”), and Clay County, a political subdivision of the State of Florida (the “County”).

RECITALS

WHEREAS, the American Rescue Plan Act of 2021 (“ARPA”) established the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) to provide assistance to eligible state, local, territorial, and Tribal governments to help turn the tide on the COVID-19 pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery; and

WHEREAS, the County is a recipient of SLFRF funds awarded by the U.S. Department of the Treasury (“Treasury”) and disbursed to the County by the State of Florida, through the Florida Division of Emergency Management (“Division”) in the amount based on its total award allocation in accordance with ARPA; and

WHEREAS, ARPA requires that SLFRF funds be used for costs incurred on or after March 3, 2021 and ending December 31, 2024 with all funds being expended no later than December 31, 2026; and

WHEREAS, the Treasury has adopted a final rule effective April 1, 2022 that implements the SLFRF Funds established under ARPA (“Final Rule”); and

WHEREAS, the Treasury’s Final Rule addresses the four statutory eligible use categories, which includes a category to use SLFRF funds to make necessary investments in water, sewer, or broadband infrastructure, and provides additional categories for eligible water and sewer projects including stormwater; and

WHEREAS, the County issued a Request for Bids, Bid No. 21/22-49 (“Bid”), to solicit and engage a contractor to perform storm drainage and structures repairs, replacement, and/or new construction countywide on an as needed and as requested basis; and

WHEREAS, the Contractor responded to the Bid (“Contractor’s Response”) with a proposal to offer the requested services at the Unit Cost Prices set forth in the Bid Price Sheet; and

WHEREAS, the County evaluated the proposals submitted and awarded contracts to the two lowest, responsive, responsible Bid proposers and selected Contractor as one of the two contractors based on the Contractor’s Response and the County’s evaluation of the Response; and

WHEREAS, the Contractor is licensed and qualified to provide the services under this Agreement; and

WHEREAS, the parties hereby acknowledge and expressly agree that the terms and conditions of the Bid including all Addendums and Attachments thereto along with the Contractor's Response apply to this Agreement and are incorporated herein by reference; and

WHEREAS, a portion of the SLFRF funds allocated to the County will be used to fund the services provided under this Agreement; and

WHEREAS, the Contractor desires to provide the services to the County as set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

SECTION 1. PROJECTS

1.1. The Contractor shall furnish and deliver all material and equipment and perform all the work, labor, safety procedures, operations, and erosion control elements necessary to perform storm drainage and structures repairs, replacement, and/or new construction countywide on an as needed and as assigned basis ("Project"). All Projects will be assigned by the County on a per Project and as needed basis as described in Section 2.

1.2. For purposes of this Agreement, the County Representative shall be Howard Wanamaker, County Manager, and the Project Manager shall be Teresa Gardner, Public Works Director or designee.

SECTION 2. SCOPE OF WORK

2.1. The scope of work to be performed and provided by the Contractor for each assigned Project is set forth in the Bid Scope of Work attached hereto as **Attachment A**, Addendums to the Bid incorporated herein by reference, As-Built Requirements and Plans attached to the Bid which are incorporated herein by reference, the Scope developed for each Project, and the Purchase Order issued by the County for the Project. The term "Work" means the scope of work to be provided, services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under this Agreement.

2.2. When Work is needed by the County, the County will solicit final costs from its two contractors based on the Scope and estimated schedule of values for each Project. The estimated schedule of values will be developed using the Unit Cost Prices provided by the Contractor attached hereto as **Attachment B**. Both contractors will be asked to provide a Lump Sum Price for items that do not have established Unit Cost Prices, which includes, but is not limited to, Mobilization, Maintenance of Traffic, Miscellaneous Non-Bid Items, and Bypass

Pumping/Dewatering. The Contractor's final costs for a Project shall include the Lump Sum Prices and the Unit Cost Prices and shall be provided to the County within the time frame established by the Project Manager. The County will evaluate the final costs received and will assign each Project under this Agreement to the lowest responsive, responsible qualified contractor, pending the County's appropriation of funding, via a Purchase Order. The County may assign multiple Projects simultaneously during the term of this Agreement.

2.3. No Work shall be performed outside of existing County rights-of-way and/or easements without prior approval from the Project Manager. Acquisition of the necessary temporary or permanent easements shall be acquired by the County prior to Work being performed in those areas.

2.4. In providing the Work, the Contractor must:

- A. Be familiar with the Work, deadlines, requirements, and the conditions under which the Work is to be completed.
- B. Comply with all applicable Manuals and Guidelines including, but not limited to, the Florida Department of Transportation (FDOT), Federal Highway Administration (FHWA), AASHTO, and additional requirements specified in the Bid.
- C. Obtain all required permissions, permits, and inspections.
- D. Coordinate work days and hours with the Project Manager.
- E. Coordinate with the Project Manager all inspection(s). Complete any items on the punch list generated from the inspection(s).
- F. Provide a Project schedule as needed and as requested by the Project Manager.
- G. Meet with the Project Manager as needed and as arranged by the parties to review the status of the Work, Project, upcoming critical activities, and overall performance.
- H. Conduct business in a manner that reflects favorably at all times on the Work and the goodwill and reputation of the County.

2.5. If the Project Manager determines that the Contractor has fallen behind schedule by two (2) weeks or more, the County reserves the right to assign unfinished work to another contractor or County forces. The Contractor shall not be due any compensation for any work performed by another contractor or County forces. This assignment of work may be made without declaring the Contractor in default of the Agreement.

2.6. In entering into this Agreement, the Contractor represents that it now has or will secure all equipment and personnel required to perform all Work under this Agreement. The Contractor

shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Work pursuant to the requirements of this Agreement. The Contractor shall ensure that the personnel assigned to perform the Work comply with the terms of this Agreement, have current licenses and permits required to perform the Work, and are fully qualified and capable to perform their assigned tasks. Upon request, the Contractor shall submit in writing to the Project Manager the names of key personnel assigned to a Project.

2.7. The Contractor shall perform the Work using the degree of care and skill ordinarily exercised by like professionals performing the same services under the same conditions in the same geographic area and in compliance with all applicable laws (“Standard of Care”).

2.8. In performance of the Work, the Contractor is bound by and shall comply and require its subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to the Work. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. Any violation of these laws, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Contractor as outlined herein.

2.9. The County, by virtue of the Agreement, gives the Contractor no guarantee of any work or any specific amount of work or Purchase Orders that may be issued or assigned during the term of the Agreement. The parties agree that the County shall retain the absolute right to eliminate any or all Work associated with this Agreement without penalty or liability for any claims for anticipated overhead or profits.

2.10. The Work will be provided by the Contractor on a non-exclusive basis. Either party may enter into agreements with other parties for services similar to the work and services that are subject to the Agreement. The County reserves the right to add to, substitute or delete from time-to time, depending on the County’s actual project workload and schedules, and to make Project assignments based solely on its judgment. In making Project assignments, the County may consider the Contractor’s capabilities and resources, record in providing qualified and experienced personnel, expertise of the personnel to be provided, record of providing services in a timely manner, and the performance of the Contractor and its personnel on County projects.

2.11. The County may conduct performance evaluations at any time during performance of the Work or soon after the completion of any Work to ensure compliance with the Agreement. Evaluations may be conducted solely at the discretion of the County.

SECTION 3. ADDITIONAL WORK AND FEES

3.1. If the County identifies or the Contractor recommends any additional work, materials, or services to be provided by the Contractor that are not covered under this Agreement but are beneficial to the County or a Project, such additional work, materials, or services, including scope, timing, and fees of any additional services must be mutually agreeable between the County and the Contractor and authorized in writing by the County.

SECTION 4. TERM AND TIMELY PERFORMANCE

4.1. The parties hereto mutually understand and agree that time is of the essence in the performance and completion of the Work associated with a Project. The Contractor agrees to timely perform all necessary Work to complete each assigned Project in accordance with this Agreement, Scope developed for the Project, and Purchase Order.

4.2. The term shall begin on the Effective Date and shall remain in effect for a period of two (2) years from the Effective Date, unless otherwise terminated as provided herein. The County has the sole option to renew the Agreement for two (2) additional one (1) year periods (each a "Renewal Term") if it is deemed to be in the County's best interest to do so.

SECTION 5. PAYMENT FOR WORK

5.1. Payment for Work performed by the Contractor under this Agreement will be made by the County to the Contractor for all Work actually authorized, performed, and accepted at the Unit Cost Prices for the items listed in **Attachment B** and Lump Sum Prices established for the assigned Project in the quantities actually provided upon presentation of an Invoice submitted to the County in accordance with Section 6.

5.2. The Contractor understands that no quantities are guaranteed and that payment quantities shall be determined by field verification by the Project Manager or designee.

5.3. Whenever any change or combination of changes in the scope of work results in an increase or decrease in the original descriptions or quantities, and the work added or eliminated is of the same general character and quantity as that shown in the scope of work/services or Purchase Order, the Contractor shall accept payment in full at the original unit/description prices for the actual quantities of Work performed.

5.4. The County shall not be responsible for payment of costs or other expenses, including, but not limited to, materials, equipment, supplies, labor, travel, courier service, telephone, facsimile, copying or postage charges, out-of-pocket expenses, fees, overhead, fuel and bituminous indexes, employment of additional personnel to accomplish a Project, overtime, delivery charges, and other items or requirements to complete the Work associated with a Project as any and all costs or expenses incurred by the Contractor are to be included as part of the Unit Cost Prices and Lump Sum Prices associated with each assigned Project.

5.5. No increases in the unit costs are permitted during the initial two year term. Thereafter, each Renewal Term, if entered into between the parties, will be accompanied by a negotiated and mutually agreeable CPI (Construction Price Index) increase to account for fluctuation in the costs of fuel, steel, concrete, etc. Additionally, the Contractor may request adjustment to the unit costs by providing written notice to the Project Manager no later than ninety (90) days prior to the end of the initial term and any Renewal Term thereafter. The written notice must identify the requested adjustments to the unit costs and the reasons for the adjustments. The County and the Contractor may then enter into negotiations to address the requested adjustments. If the Contractor fails to timely provide written notice along with supporting documentation for the

adjustment and/or the County determines that the requested adjustment is excessive, the County may refuse to accept the requested adjustment and may refuse to enter into a Renewal Term. Any agreed to adjustments to the unit costs during a Renewal Term shall be made a part of this Agreement by a written amendment.

SECTION 6. PAYMENT PROCEDURES

6.1. As used in this Section, the term “Act” means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term “Invoice” means a statement, invoice, bill, draw request or payment request submitted by the Contractor under the Agreement; and the term “Submittal Date” means, with respect to an Invoice, the submittal date thereof to the Paying Agent. Invoices shall be submitted to Clay County Comptroller’s office (“Paying Agent”) by Email at invoices@clayclerk.com or U.S. Mail at Clay County BOCC PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable with a copy to the Project Manager. All payments will be governed by the Act, which provides that payments will be made not later than 45 days from receipt of proper invoice.

6.2. The Contractor shall submit an Invoice to the Paying Agent no more than once per month based on the amount of the Work done or completed for an assigned Project. The amount of the monthly payment shall be the total value of the Work rendered for an assigned Project to the date of the Invoice, based on the final costs set forth in the Purchase Order, less requests previously submitted and payments made.

6.3. Invoices shall be signed by the Contractor and must include the following information and items:

- 1) The Contractor’s name, address and phone number, including payment remittance address.
- 2) The Invoice number and date.
- 3) Reference to the Agreement by its title and number as designated by the County and Purchase Order number.
- 4) The period of the Work covered by the Invoice.
- 5) The total amount of payment requested, the total amount previously requested, and the total amount paid to date for each assigned Project.
- 6) Supporting documentation necessary to satisfy auditing requirements (both pre-audits and post-audits), for cost and Work completion.
- 7) The Contractor must provide any additional documents, records, updates, or information as needed to support or document the Invoice as may be requested by the County.

6.4. Upon receipt of an Invoice submitted under this paragraph, the Paying Agent and/or Project Manager shall review the Invoice and may also review the Work as delivered, installed, performed or to be performed to determine whether the quantity and quality of the Work is as represented in the Invoice and is as required by this Agreement. If the Paying Agent and/or Project Manager determines that the Invoice does not conform with the applicable requirements of this Agreement or that the Work within the scope of the Invoice has not been properly delivered, installed, performed or to be performed in full accordance with this Agreement, the Paying Agent and/or Project Manager shall notify the Contractor that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper.

6.5. By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Work for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.

6.6. The Parties will attempt to settle any payment dispute arising under this Section through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If the dispute remains unresolved within 30 calendar days following the Submittal Date, then the Project Manager shall schedule a meeting between the Contractor's representative and the Project Manager with the County Manager, to be held no later than 45 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than 7 calendar days prior thereto. At the meeting, the Contractor's representative and the Project Manager shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 60 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Project Manager.

6.7. Prior to submitting an Invoice, the Contractor shall certify that all subcontractors and suppliers having any interest or performing any of the Work have received their pro rata share of previous periodic payments to the Contractor for all Work completed and materials supplied. This certification shall be in the form designated by the County. The Contractor shall within 10 days of receipt of progress payments pay all subcontractors and suppliers performing any of the Work or supplying any of the materials with respect to the Work their pro rata shares of the payment for all Work completed and materials supplied. The term "subcontractor", as used herein, shall mean a person(s) or firm(s) that enters into a contract with the Contractor for the performance of any part of the Agreement and also includes persons or firms supplying materials or equipment incorporated into the Work for which partial payment has been made by the County, and work done under equipment rental contracts.

6.8. Final Payment for an assigned Project. Subsequent to completion of the Work for an assigned Project and prior to final payment for that assigned Project, final accounting of the total amount of all payments shall be provided by the Contractor in the form of a detailed cost report showing Invoice number and date of Invoice for all costs sorted by trade division cost code as is maintained by the Contractor in its accounting system. Utilizing the final accounting of costs and

the Contractor's records as needed, the County shall, within a reasonable time, conduct a review of all costs presented. The amount of final payment for an assigned Project is to be made subject to the County agreeing with the final accounting of cost and payment of Work of the Contractor. It is agreed and understood that the acceptance of the final payment for an assigned Project by the Contractor shall be considered as a release in full of all claims against the County or any of its officers, principals, employees, members or agents arising out of, or by reason of, Work done or material furnished for an assigned Project under this Agreement. It is further agreed and understood that final payment is not due and payable and the County shall not be obligated to remit final payment for an assigned Project under the Agreement until the following items have been submitted to and approved by the County in proper form and substance:

- 1) Final accounting addressed above;
- 2) Completion of punch list generated from final inspection;
- 3) Final acceptance by the County of the Project;
- 4) As-Built plans (if applicable);
- 5) Releases of Liens or equivalent proof of payments to subcontractors and suppliers;
- 6) Contractor's warranty and any warranties from third parties; and
- 7) Certificate of Final Payment for the assigned Project.

SECTION 7. CHANGE ORDERS

7.1. Change Orders shall only be used when necessary to clarify the Work; to provide for a change in the Work; to provide for an adjustment to the Unit Cost Prices or Lump Sum Prices; to provide for a time extension; to settle contract claims; and to make an assigned Project functionally operational in accordance with the intent of the Agreement. Prior to requesting approval of a Change Order, the Contractor shall review the costs of any proposals and negotiate in good faith with any affected subcontractors in order to advise the County of the validity and reasonableness of such Change Order request. No work or services covered by a Change Order shall be performed before the County approves the Change Order. The Change Order shall set forth the prices or amount to be agreed upon and/or the amount of time to be granted for an extension and any other pertinent information. No payment shall be made on a Change Order request prior to the County's executed approval of the Change Order. In addition, the County shall make no payment for any unauthorized work or services. If authorization is not previously given, the Contractor hereby agrees to waive the claim for such extra compensation. However, such notice or accounting shall not in any way be construed as proving the validity of the claim.

7.2. Change Orders must set forth the basis for the change or requested adjustment supported by sufficient substantiating data to permit evaluation by the County. Additionally, if a Change Order requests a time extension, the Change Order must set forth the circumstances justifying a time extension supported by sufficient substantiating data to permit evaluation by the County. Change Orders shall not be used for time extensions requested by the Contractor under circumstances or conditions attributable to the Contractor.

SECTION 8. INSURANCE AND BONDS

8.1. The Contractor shall maintain throughout the term of this Agreement and during any renewal or extension term(s) of this Agreement or as required herein insurance of the following types and with such terms and limits:

Insurance Type	Limits
Commercial General Liability (including premises operations, and contractual liability)	\$1,000,000 General Aggregate \$1,000,000 Products/Comp.Ops.Agg. \$1,000,000 Personal/Advertising Injury \$1,000,000 Each Occurrence \$ 50,000 Damage to Rented Premises (each occurrence fire) \$ 5,000 Medical Expenses (any one person)
Automobile Liability (all automobiles-owned, hired or non-owned)	\$1,000,000 Combined Single Limit with bodily injury/property damage, with minimum limits for all additional coverages
Workers Compensation Employers Liability	Statutory limits \$100,000 Each Accident \$500,000 Disease Policy \$100,000 Disease-Each Employee

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Prior to commencement of the Work, the Contractor must deliver certificates of insurance for the required insurance coverage to the County’s Purchasing Department. The certificates of insurance for the required coverages, with the exception of Workers’ Compensation and Professional Liability, shall name **“Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear”** as **“Additional Insureds.”** The Contractor must provide confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement or any Work. Contractor shall provide a thirty (30) day prior written notification to the County’s Purchasing Department in the event coverage is cancelled, modified, or non-renewed. If any required insurance coverage is cancelled, terminated or revoked, the Contractor shall immediately suspend its operations until replacement insurance is obtained and verified.

8.2. The Contractor agrees to furnish a sufficient and satisfactory Performance Bond and Payment Bond in the sum of \$250,000 as security for the faithful performance and payment of all of the Contractor’s obligations under the Agreement. These Bonds shall remain in effect until one year after the date when final payment hereunder becomes due, except as provided otherwise by laws or regulations, or by specific provisions of the Agreement. All Bonds shall be in compliance with, and in the form prescribed by, Section 255.05, Florida Statutes. Within ten (10) days following the execution of this Agreement, and prior to the Contractor commencing any

Work, the Contractor shall cause the Bonds required herein to be recorded in the public records of the County with the Clay County Clerk of Court and Comptroller at the Contractor's sole cost and expense, and shall deliver a certified copy of the recorded Bonds to the County's Purchasing Department. The County reserves the right to request an increase to the Performance Bond and Payment Bond amount based on simultaneous project workload and project costs.

8.3. In addition to all other rights and remedies which the County may have under this Agreement, under the Bonds, and under applicable principles of law or equity, the County shall have the right to recover the full amount of the Bond(s) in the event the Contractor shall at any time abandon any of the Work, or otherwise default in its performance obligations under this Agreement, regardless of whether the default occurs prior to, on or after the Final Completion Date. The provisions of the sentence immediately preceding are supplemental to all other rights and remedies of the County arising under this Agreement, under the Bonds, and under applicable principles of law or equity, and shall not be deemed to be or construed as any limitation on or in derogation of the same, with the exception that the County may not be reimbursed more than once for the same claim.

SECTION 9. INDEMNIFICATION; SOVEREIGN IMMUNITY

9.1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County including its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.

9.2. The Contractor agrees to make payment of all proper charges for labor and materials required in the Work and to defend, indemnify, and save harmless the County, all of its officers, agents, and servants, against all suits and costs and all damages to which the County, or any of its officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of the Work, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or through any act or omission on the part of the Contractor, its principals, officers, agents, employees, subcontractors, suppliers or servants.

9.3. The County does not agree to and shall not indemnify the Contractor or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections.

9.4. The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 10. DEFAULT AND TERMINATION

10.1. Default by Contractor. If the Contractor fails to satisfactorily perform any condition, provision, or obligation of this Agreement; fails to make progress so as to endanger performance under the terms and conditions of this Agreement; fails to perform or begin Work on time or as directed by the Project Manager; fails to perform the Work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of a Project; performs the Work unsuitably or neglects or refuses to remove materials or to perform anew such Work as may be rejected as unacceptable and unsuitable, or discontinues the prosecution of the Work, or fails to resume Work which has been discontinued within a reasonable time after notice to do so; fails to comply with applicable rules, laws and regulations; or whenever the Contractor ceases operation, dissolves its corporation, or otherwise no longer provides the required Work under the terms of this Agreement, the County may consider the Contractor to be in default and may assert a default claim by giving the Contractor a written Notice of Default. Except for a default by the Contractor for failing to comply with applicable laws, rules, and regulations, which must be cured immediately, the Contractor shall have ten (10) days after receipt of the Notice of Default to either cure the default or, if the default is not curable within ten (10) days, provide a written cure plan to the County describing how and when the default will be cured. The Contractor will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan. If the Contractor fails to cure or the County does not approve the cure plan, then the County may terminate this Agreement for cause.

10.2. Termination for Cause. Upon the failure or inability of the Contractor to cure the default as provided above, unless otherwise agreed in writing, the County may terminate this Agreement, in whole or in part, for cause immediately upon written Notice of Termination by the County Representative and/or Project Manager to the Contractor. In the event the County terminates the Agreement, in whole or in part, because of default by Contractor, the County may procure goods, services, materials, and/or work similar to those terminated, and the Contractor shall be liable for any damages, expenses, and costs incurred due to this action. If it is determined that the Contractor was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Contractor), the rights and obligations of the parties shall be those as provided in the provision for Termination for Convenience.

10.3. Termination for Convenience. The County may whenever the interests of the County so require, terminate the Agreement, in whole or in part, for the convenience of the County. The County Representative and/or Project Manager shall give thirty (30) days prior written Notice of Termination to the Contractor, specifying when the termination is to become effective. In the event of any such termination, the Contractor shall be paid by the County for all Work actually and timely rendered up to receipt of the notice of termination, and thereafter until the date of termination, the Contractor shall be paid only for such Work as is specifically authorized in writing by the County.

10.4. Unless directed differently in the Notice of Termination, the Contractor shall incur no further obligations in connection with the terminated work and shall stop work to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed

differently, the Contractor shall terminate outstanding orders and/or subcontractor agreements related to the terminated work and shall transfer all services/work in progress, completed work, and other materials related to the terminated work to the County. The Contractor must also deliver to the County all documents, including, but not limited to, plans, studies, reports, notes, records, data, summaries, files, and such other information and materials as may have been accumulated by the Contractor and/or prepared on behalf of the County in relation to this Agreement, whether completed or in progress.

10.5. Termination of this Agreement or a portion hereof under the provisions incorporated herein shall not relieve the Contractor of its responsibilities for the completed portion or concerning any just claims arising out of the Work performed.

10.6. Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a “Force Majeure”. For purposes of this Agreement, the term “Force Majeure” means any cause, action or agency delaying or preventing the performance of a party’s obligation(s) under this Agreement which is beyond the reasonable control or foreseeability of such party including, but not limited to, natural disasters, wars, power failures, fires, floods, explosion, internet outages and other acts of God. Upon notice of a force majeure event, the party whose performance under this Agreement is affected thereby shall: (i) promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party.

SECTION 11. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS

11.1. The Contractor acknowledges that SLFRF funds as established by ARPA will be used by the County to pay for the Work provided under this Agreement.

11.2. The Contractor acknowledges that the County as a recipient of SLFRF funding must complete financial, performance, and compliance reporting as may be required. The Contractor agrees to support the County’s efforts to comply with any reporting obligations as required and established by the Treasury.

11.3. The Contractor hereby certifies that the Anti-Lobbying Certification and Certification Regarding Debarment Suspension, Ineligibility, attached hereto as **Attachment C** and **Attachment D**, respectively, that were executed by the Contractor in response to the Bid are still valid and are incorporated herein by reference.

11.4. To the extent applicable to the Work provided under this Agreement, the Contractor agrees to comply with and shall require its subcontractors to comply with ARPA Federal Guidelines, attached hereto as **Exhibit E**; 31 CFR Part 35, Subpart A addressing Coronavirus State and Local Fiscal Recovery Funds; and any interpretive guidance and regulations related to Coronavirus State and Local Fiscal Recovery Funds, including such guidance and regulations issued by the Treasury. The Contractor further acknowledges that the SLFRF funding allocated to the County is subject to 2 CFR Part 200, entitled “Uniform Administrative Requirements, Cost

Principles and Audit Requirements for Federal Awards,” including Appendix II attached hereto as **Exhibit F**, and the Uniform Guidance at 2 CFR 200.331 – 200.333. The Contractor agrees to comply with 2 CFR Part 200 to the extent applicable to the Work provided by the Contractor under this Agreement.

11.5. If the Contractor enters into any contracts or agreements with any third parties, subconsultants, subcontractors, etc., then the Contractor agrees to include in the contract or agreement that the subcontractor is bound by the terms of this Agreement along with all applicable federal, state, and local laws and regulations. Additionally, any such contract or agreement must include and incorporate the Attachments identified in this Agreement.

SECTION 12. AUTHORITY TO SUSPEND WORK

12.1. The County Representative and/or Project Manager shall have the authority to suspend the Work, wholly or in part, for such period or periods as may be deemed necessary, due to unsuitable weather or other conditions which are considered unfavorable for the prosecution of the Work. Should the County be prevented or enjoined from proceeding with the Work either before or after the start of any Work by reason of any litigation or other reason beyond the control of the County, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of an assigned Project will be extended to such reasonable time as the County may determine and will be set forth in writing. In the event of any such suspension, the Contractor shall be paid for all Work actually and timely rendered up to the date of suspension and for all Work so rendered after cessation of the suspension and resumption of the Work. In no event shall the County be liable to the Contractor whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

SECTION 13. SAFEGUARDS, PRESERVATION OF PROPERTY, AND FAILURE TO RESTORE DAMAGED PROPERTY

13.1. The Contractor shall maintain a safe and secure worksite for the duration of the Work. The Contractor shall maintain all areas in a neat and presentable condition. The Contractor shall also maintain sufficient safeguards against the occurrence of accidents, injuries or damage to any person or property around the Work and secure all equipment, tools, and related materials.

13.2. The Contractor shall preserve from damage all property, structures, utilities, services, roads, trees, and shrubbery along the line of the 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 scope of work. This applies to public and private property. The Contractor shall be held responsible for immediately repairing or replacing, at its own cost and expense, such property to the satisfaction of the County which is damaged by reason of the Contractor’s Work on or around such property.

13.3. In case of failure on the part of the Contractor to restore and/or replace such property, or to make good such damage or injury, the County Representative and/or Project Manager may upon 48 hours’ notice, proceed to repair, rebuild or otherwise restore such property, as may

be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due to the Contractor under the Agreement. Nothing in this provision shall prevent the Contractor from receiving proper compensation for the removal, damage or replacement of any public or private property as long as such work is authorized by the County Representative and/or Project Manager, provided that such property has not been damaged as a result from the performance of the Work or through fault of the Contractor, its employees or agents.

SECTION 14. AUDIT OF CONTRACTOR'S RECORDS

14.1. All records, expenditures, and payments under this Agreement are subject to examination and/or audit by the County, the State of Florida through the Division, the Florida State Auditor General (or designee), and the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives. The Contractor and any of its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred in the performance of the Work, and the Contractor must make the records available upon request.

14.2. All records connected with this Agreement must be retained for a period of at least five (5) years following the date of final payment and close-out of all pending matters. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

14.3. Failure of the Contractor or any of its subcontractors to comply with these requirements may result in disqualification or suspension from quoting and bidding on future projects/contracts or disapproval as a subcontractor at the option of the County.

14.4. The Contractor must require that each of its subcontractors will provide access to the subcontractor's records pertaining to the Work upon request by the County.

SECTION 15. TAXES

15.1. In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of this Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

SECTION 16. APPROPRIATED FUNDS

16.1. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

SECTION 17. SCRUTINIZED COMPANIES CERTIFICATION

17.1. In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the Contractor is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Agreement if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

SECTION 18. NOTICE

18.1. All notices given under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered by hand, (b) two days after having been delivered to Federal Express, UPS, Airborne or another recognized overnight courier or delivery service, or (c) five days after having been deposited into the United States mail, by registered or certified mail, return receipt requested, postage prepaid, to the respective parties at their respective addresses set forth below:

If to Contractor:

Kirby Development, Inc.
108 Lee Road
Jacksonville, FL 32225
Attention: Peter Kirby

If to County:

Clay County
P.O. Box 1366
477 Houston Street
Green Cove Springs, FL 32043
Attention: Howard Wanamaker, County
Manager
Copy to: Teresa Gardner, Project Manager

In the event that different addresses or representatives are designated by either party after execution of this Agreement, notice of the name, title, and address of the respective party will be provided to the other party.

SECTION 19. PUBLIC RECORDS

19.1. The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws

control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

- a. Keep and maintain public records required by the County to perform the Work required under the Agreement;
- b. Upon request from the County's custodian of public records, provide the County 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 Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,
- d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Work. If the Contractor transfers all public records to the County upon completion of the Agreement, 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 Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

19.2. The Contractor's failure to comply with the requirements of this Section shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

19.3. The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:

- a. A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
- b. If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.
- c. If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

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

RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

SECTION 20. SUBCONTRACTORS

20.1. The Contractor shall obtain prior written authorization from the County for the utilization of any subcontractors in connection with the Work to be performed under this Agreement. Such written authorization may be obtained from the Project Manager on behalf of the County.

20.2. Any subcontractor utilized by the Contractor shall be supervised and compensated by the Contractor and must possess the qualifications identified in the Bid.

20.3. The Contractor shall be fully responsible to the County for the (i) acts and omissions (ii) satisfactory performance and (iii) timeliness of Work of its subcontractors and of persons directly or indirectly employed by them.

20.4. The Contractor shall cause appropriate provisions under this Agreement to be inserted in all subcontractor agreements relative to the Work giving the Contractor the same powers that the County may exercise over the Contractor under any provision of this Agreement.

20.5. Nothing in the Agreement shall be construed as providing any subcontractor with any rights or remedies against the County or any of its employees, principals, officers, or agents for nonpayment or otherwise.

SECTION 21. WARRANTIES AND REPRESENTATIONS

21.1. The Contractor represents that it is experienced, competent and qualified to perform the Work, services, duties, and obligations contemplated by this Agreement. The Contractor has and shall maintain at all times during the term of this Agreement sufficient expertise and other resources to perform its Work, services, duties and obligations under this Agreement. The Contractor holds and shall maintain at all times during the term of this Agreement all certifications as may be necessary to perform its work, services, duties and obligations under this Agreement.

21.2. The Contractor binds itself to use such materials and to so construct the Work and improvements of an assigned Project that same will be and remain in good repair and condition for a period of two (2) years after acceptance of all Work/improvements by the County, and agrees that it will repair or reconstruct said Work and improvements at its sole cost and expense necessitated within that time by any fault of materials, specifications, methods or processes employed in the construction thereof, and the Contractor further agrees and binds itself that said improvements for such term shall be and remain in good serviceable condition, free from any defects that will impair its usefulness and should same, at any time within said period, in the judgment of the County, whose judgment shall be final and conclusive, become defective and be not in a good serviceable condition, free from any defects that will impair its usefulness by reason of any defective materials, workmanship,

specifications, methods, or processes, then the County shall cause to be served upon the Contractor a notice in writing to repair such Work or portions thereof, or to reconstruct the same and put same in satisfactory and good condition, and the Contractor shall promptly comply therewith at its sole cost and expense. Nothing herein shall diminish the original equipment manufacturer's warranties.

21.3. The County reserves the right should an error be discovered in the partial or final estimates, or should proof of defective Work or materials used by or on the part of the Contractor be discovered after the final payment has been made, to claim and recover from the Contractor, by process of law, such sums as may be sufficient to correct the error or make good the defects in the Work and materials.

21.4. All warranties stated within this Section shall remain in full force, notwithstanding acceptance and payment by the County and shall not be modified unless agreed to by both parties.

21.5. Any warranty provided by the Contractor or for which the Contractor is responsible is limited only by such terms and conditions as may be expressly stated in the warranty document and the Agreement.

SECTION 22. WASTE AND HAZARDOUS MATERIAL DISPOSAL

22.1. The Contractor shall make all arrangements necessary to accomplish off-site disposal of all debris or waste generated by the Work, including, but not limited to, any hazardous materials, all at no additional cost to the County, and in accordance with federal, state, and local laws and ordinances.

SECTION 23. PUBLIC ENTITIES CRIMES

23.1. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

23.2. By signing this Agreement, the Contractor represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

23.3. In addition to the foregoing, the Contractor further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by

Section 287.133, Florida Statutes, as a “public entity crime” and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether the Contractor has been placed on the convicted vendor list.

23.4. The Contractor will promptly notify the County if it or any subcontractor of the Contractor is formally charged with an act defined as a “public entity crime” or has been placed on the convicted vendor list.

SECTION 24. NON-DISCRIMINATION

24.1. In performance of this Agreement, the Contractor agrees to comply with the following statutes and regulations prohibiting discrimination:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
5. Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

SECTION 25. SUSPENSION AND DEBARMENT

25.1. By execution of this Agreement, the Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

SECTION 26. INDEPENDENT CONTRACTOR

26.1. Nothing herein shall constitute or be construed to create or suggest any type or kind of employment, partnership, joint venture, or other legal relationship, express or otherwise, between the parties. The Contractor is an independent contractor and is not an employee, agent, joint-venture, or partner of the County.

SECTION 27. NO ASSIGNMENT

27.1. The Contractor shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Contractor without such prior written consent shall be null and void. If the Contractor attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County as provided herein.

SECTION 28. NO THIRD-PARTY BENEFICIARIES

28.1. Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement or such documents against either party to this Agreement.

SECTION 29. AMENDMENT OR MODIFICATION OF AGREEMENT

29.1. The Agreement may only be modified or amended upon mutual written agreement of the County and the Contractor. No oral agreements or representation shall be valid or binding upon either party. The Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms to or by incorporating such terms onto the Contractor's documents or Invoices forwarded by the Contractor to the County.

SECTION 30. FURTHER ASSURANCES

30.1. Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement. The Contractor further agrees to execute such documents as the County may reasonably require.

SECTION 31. REMEDIES

31.1. The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

SECTION 32. GOVERNING LAW AND VENUE

32.1. The County and Contractor both expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled exclusively in accordance with the laws of the State of Florida, that jurisdiction shall be limited to the courts of the State of Florida, and that venue shall lie exclusively in Clay County, Florida.

SECTION 33. ATTORNEYS' FEES

33.1. In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, costs, and expenses against the other party, including fees, costs, and expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 34. WAIVER

34.1. No waiver by the County of any breach of any provision of this Agreement by the Contractor shall constitute a waiver of any other breach of either the same provision or of any other provision by the Contractor. The failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof or any other provisions.

SECTION 35. SEVERABILITY

35.1. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

SECTION 36. HEADINGS

36.1. The headings contained in this Agreement are for reference purposes only and shall not be deemed to expand, limit or change any or all the provisions hereof.

SECTION 37. COUNTERPARTS

37.1. The Agreement may be executed in one or more counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same Agreement.

SECTION 38. ATTACHMENTS

38.1. The following attachments to this Agreement are incorporated by reference as if set out fully herein:

Attachment A	Bid Scope of Work
Attachment B	Unit Cost Prices
Attachment C	Anti-Lobbying Certification

Attachment D	Certification Regarding Debarment Suspension, Ineligibility
Attachment E	ARPA Federal Guidelines
Attachment F	Appendix II to Part 200

SECTION 39. AUTHORITY

39.1. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

KIRBY DEVELOPMENT, INC.

By: *Peter Kirby*
Peter Kirby (Jul 21, 2022 09:52 EDT)

Print Name: Peter Kirby

Print Title: President



CLAY COUNTY, a political subdivision of the State of Florida

By: *WFBolla*
WFBolla (Jul 6, 2022 13:12 EDT)

Wayne Bolla
Its Chairman

ATTEST:

Tara S. Green

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

Attachment A

Bid Scope

**BID NO. 21/22-49, DRAINAGE REPAIR AND/OR NEW PUBLIC WORKS
CONSTRUCTION**

I. GENERAL CONDITIONS:

A. SCOPE OF SERVICES:

1. The intent of these specifications is to provide a basis for furnishing Clay County all labor, materials, equipment, safety procedures, operations, and erosion control elements necessary to perform storm drainage and structures repairs, replacement, and/or new construction countywide on an as needed basis.

2. The work performed under these specifications and all materials used shall comply with all applicable Manuals and Guidelines including, but not limited to, the Florida Department of Transportation (FDOT), Federal Highway Administration (FHWA), AASHTO, and additional requirements specified in this document. It shall be the responsibility of the contractor to acquire and utilize the necessary manuals and guidelines that apply to the work required to complete this project.
 - a. January 2022 Florida Department of Transportation Standard Specifications for Road and Bridge Construction
https://fdotwww.blob.core.windows.net/sitefinity/docs/defaultsource/programmanagement/implemented/specbooks/january2022/january2022ebook.pdf?sfvrsn=752d1333_4;

 - b. FY2022-23 State of Florida Department of Transportation Standard Plans for Road Construction
<https://www.fdot.gov/design/standardplans/current/default.shtm>;

 - c. 2022 State of Florida Department of Transportation Design Manual
<https://www.fdot.gov/roadway/fdm>;

 - d. 2022 Flexible Pavement Design Manual (FPDM)
<https://fdotwww.blob.core.windows.net/sitefinity/docs/defaultsource/roadway/pm/publications/2022fpdm.pdf>?

 - e. January 2022 State of Florida Department of Transportation Drainage Manual
https://fdotwww.blob.core.windows.net/sitefinity/docs/defaultsource/roadway/drainage/files/drainagemanual2022.pdf?sfvrsn=62cceed_2

 - f. 2009 Manual on Uniform Traffic Control Devices (as amended in 2012);

 - g. State of Florida Erosion and Sediment Control Designer and Reviewer Manual (E&SC Manual)
<https://fdotwww.blob.core.windows.net/sitefinity/docs/defaultsource/program>

[management/implemented/urlinspecs/files/flerosioncontrolmanuald730f0544e0547c9898d375364f2a5f7.pdf?sfvrsn=ae35b76a_2](https://www.flcourts.gov/management/implemented/urlinspecs/files/flerosioncontrolmanuald730f0544e0547c9898d375364f2a5f7.pdf?sfvrsn=ae35b76a_2); and

- h. all applicable Florida Statutes
(*All revisions and supplements shall be incorporated into and become part of this set of specifications and shall apply to the proposed work unless indicated otherwise.)
3. No work shall be performed outside of existing County rights-of-way and/or easements without prior approval from the County Project Manager. Acquisition of the necessary temporary or permanent easements shall be acquired by the County prior to work being performed in those areas.
4. The County intends to award a minimum of two (2) contracts. The Bid shall be awarded based on the lowest responsive and responsible bidders for the total Unit Cost Prices. The County shall hold a scoping meeting for each task and then provide the estimated schedule of values to each contractor. The contractor will provide the Lump Sum MOT Price for each task as part of their task bid. This task bid will also include any Non-Bid Items that may be determined during the project scoping. The low bidder based on each task will be issued a Purchase Order and Notice to Proceed. The County may issue multiple tasks simultaneously during the duration of the contract.
5. If the County determines that the Contractor has fallen behind schedule by two (2) weeks or more, the County reserves the right to assign unfinished work on any cycle to another Contractor or County forces. The Contractor shall not be due any compensation for any work performed by another Contractor or County forces. This assignment of work may be made without declaring the Contractor in default of the contract.
6. Projects are governed by budgetary restrictions and the actual reimbursement to the Contractor shall be based on the Contract Unit Prices established in the Proposal and the actual tasks assigned and completed. No quantities are guaranteed. Payment quantities shall be determined by field verification by the County.
7. Work shall be assigned by the County to the Contractor on an as needed and as requested basis request at the rates and pursuant to the terms set forth in the Agreement. The County, by virtue of the Agreement, gives the Contractor no guarantee of any work or any specific amount of work or Task Orders that may be issued or assigned during the term of the Agreement.

The Work will be provided by the Contractor on a non-exclusive basis. Either party may enter into agreements with other parties for services similar to the work and services that are subject to the Agreement. The County reserves the right to add to, substitute or delete from time-to time, depending on the County's actual project workload and schedules, and to make project assignments based solely on its judgment. In making project assignments, the County may consider the Contractor's capabilities

and resources, record in providing qualified and experienced personnel, expertise of the personnel to be provided, record of providing services in a timely manner, and the performance of the Contractor and its personnel on County projects.

8. All work will be performed during normal County business hours (7:00 a.m. to 3:30 p.m.) on non-holiday weekdays, unless otherwise authorized by the Project Manager.
9. A \$250,000.00 Performance and Payment Bond shall be required and held through the duration of the contract. The County reserves the right to request and increase in this amount at any time based on simultaneous project workload and individual project costs.

B. CONTRACTOR AND SUBCONTRACTOR QUALIFICATIONS:

1. The Contractor must have at a minimum five (5) years' experience as a Certified Underground Utility and Excavation Contractor and possess an active valid license with the Florida Department of Business and Professional Regulation as a Certified Underground Utility and Excavation Contractor and shall provide evidence of active valid license with their proposal.
2. The Contractor shall own or have full access to the appropriate personnel and equipment to complete the projects requested. The County may request a list of equipment with identification (i.e., serial #, VIN, etc.) and personnel with their position (e.g., foreman, laborer, etc.) if deemed necessary.
3. Contractor must provide three (3) references on the form included in the bid package.
4. The County shall have the right to review the references, experience of assigned personnel, and qualifications of the Contractor to make the final determination of acceptability of the Contractor to be awarded the contract and construct the work.
5. The County reserves the right to approve all subcontractors for this contract. If Sub-Contractors are to be utilized, the Sub-Contractor must possess an active and valid license issued by the Florida Department of Business and Professional Regulation in the appropriate category. Evidence of this must be provided with the Primary Contractor's proposal or prior to any work order being released. The Primary Contractor shall be required to perform a minimum of 40% of the work.
6. The Sub-Contractor shall own or have full access to the appropriate personnel and equipment to complete their portion of the requested projects. The County may request additional information to include the Sub-Contractors name, contact information, description of work performed, three (3) references, list of equipment with identification (i.e., serial #, VIN, etc.), personnel with their position (e.g., foreman, laborer, etc.), and percentage of work performed must be included. Responsibility for the performance of the contract remains with the main contractor exclusively.

7. Subcontractors may be added to the resulting contract during the contract period only with PRIOR WRITTEN PERMISSION from Clay County, and only for reasonable cause, as judged by the County.

II. BID ITEMS:

A. MOBILIZATION

For each project, the lump sum Mobilization (MOB) shall be paid for as a percentage of the final construction cost as follows:

Estimated Construction Cost	Mobilization LS
First \$50K	10%
\$50K+	5%

Example 1: For a \$50K Construction Cost, Mobilization = \$5K

Example 2: For a \$100K Construction Cost, Mobilization = \$7.5K [$\$50,000 \times 0.10 + \$50,000 \times 0.05$]

B. MAINTENANCE OF TRAFFIC:

1. The Temporary Traffic Control Plan shall be prepared by a certified designer who has completed the FDOT’s Advanced Maintenance of Traffic training course, and in accordance with FDOT’s Standard Plans and the Standard Plans.
2. Maintenance of Traffic shall comply with the January 2022 Florida Department of Transportation Standard Specifications for Road and Bridge Construction and the FY2022-23 State of Florida Department of Transportation Design Standards 102 series Indexes with the additional requirements listed below.
 - a. **Lane Closure Restrictions: Detours shall only be authorized by the Clay County Designated Representative and only under extraordinary conditions.**
 - b. If County allows, one lane of traffic may be closed for construction twenty-four (24) hours seven (7) days a week.
 - c. One lane must be open to traffic at all times (unless a road closure and detour is authorized) and traffic shall be continually maintained in accordance with the Design Standards and FY2022-23 FDOT Standard Plans 102 series and other applicable Indexes.
 - d. Traffic from adjoining streets must have access to roads and streets under construction.

- e. Work zone hours limited from 7:00 am to 3:30 pm unless approved in writing by the County Project Manager.
- f. Lane Closure plans shall be specified in the Maintenance of Traffic Plans (Traffic Control Plan).
- g. Contractors must notify law enforcement, fire departments, and emergency medical services of lane closures and provide methods of entry and exit of adjoining roadways or driveways.
- h. Contractor must provide at a minimum one-week advanced notice to the residents and the County of each construction zone.
- i. The County reserves the right to modify the times of lane closures, at no additional cost to the County, when in the opinion of the County it becomes necessary to do so.
- j. The County shall monitor the lane closures and if in the opinion of the Clay County Designated Representative the lane closure is creating undue traffic delay and congestion, the Clay County Designated Representative shall have the option to suspend the work or modify the lane closure time/area at no additional cost to the County.
- k. The Contractor shall have a Worksite Traffic Supervisor whose responsibility shall be to initiate, install and maintain traffic control devices. The Worksite Traffic Supervisor shall have a minimum of one-year experience in worksite traffic control in a supervisory or responsible capacity.

The Worksite Traffic Supervisor shall review the project daily and be involved in any changes to traffic control. The Worksite Traffic Supervisor shall have access to all equipment and material needed to maintain traffic control and handle traffic related situations and shall insure deficiencies in traffic control are corrected.

Failure of the Contractor to comply with the above provisions shall result in a temporary suspension of work and a request to immediately vacate the work site. Continuance of work shall be allowed only after traffic control is approved and in operation.

C. MISCELLANEOUS NON-BID ITEMS:

At the time of each Project Task, each awarded contractor shall provide a schedule of value unit cost for any non-bid items necessary to complete the task. The County shall have the opportunity to accept or reject the unit cost for any non-bid items. Once accepted, the unit cost for any non-bid item shall be added to the schedule of values for any subsequent project tasks.

D. BYPASS PUMPING/DEWATERING:

1. Any sump, well point, sock, or bypass needed for dewatering purposes not incidental to a respective pay item, as determined by the County, shall be included in this bid item.
2. The contract unit price shall be Lump Sum and includes all work, labor, equipment, material, and supplies to provide a dry construction area.

E. CLEARING AND GRUBBING:

1. Disposal of Materials

- a. Paving materials in the removal of existing pavements, such as paving brick, asphalt block, lime rock, etc., shall become the property of the contractor and shall be hauled and properly disposed of as needed.
- b. The Contractor shall be required to furnish at their own expense, the areas for disposal of unsuitable or surplus materials.

2. Irrigation

No separate payment shall be made for the repair or replacement of irrigation systems damaged, removed, or otherwise impacted during demolition and construction operations. Cost of new irrigation is to be included in Clearing and Grubbing. It is the Contractor's responsibility to inspect the project area, locate and identify the existing irrigation systems, and protect them from damage where possible; to cut and cap pipes as required during construction; and to repair and/or replace damaged systems "in-kind" upon construction completion and prior to final grading, coordinating said repair and replacement with affected property owners.

3. Mailboxes

- a. All mailboxes located along the project that are affected by the construction operations shall be protected in place or relocated as directed by the County representative. If the mailbox or its supports are damaged during relocation, all damaged components shall be replaced at the expense of the Contractor. It is the Contractor's responsibility to inspect the site to establish which mailboxes shall require relocation. The Contractor shall identify any mailboxes located in the County right-of-way and shall coordinate with the Designated County Representative before removal and or relocation.
- b. Mailboxes affected by the construction operations shall be carefully removed and relocated to allow for uninterrupted mail deliveries. All temporarily relocated mailboxes shall be reinstalled to USPS standards permanently as soon as construction operations allow. The condition of the reinstalled mailboxes shall be at

least equal to the original, as determined by the County representative. Payment for mailbox protection and relocation shall be included in Clearing and Grubbing.

F. SUBSOIL EXCAVATION:

In addition to complying with the January 2022 Florida Department of Transportation Standard Specifications for Road and Bridge Construction, where muck, rock, clay, or other material within the limits of construction is unsuitable in its original position, excavate such material as indicated by the County Representative, and backfill with suitable material.

G. ASPHALTIC CONCRETE PAVEMENT AND UNPAVED ROAD REPAIRS:

1. In addition to complying with the January 2022 Florida Department of Transportation Standard Specifications for Road and Bridge Construction, where muck, rock, clay, or other material within the limits of construction is unsuitable in its original position, excavate such material as indicated by the County Representative, and backfill with suitable material.
2. Asphaltic concrete permanent pavement repair shall comply with the attached detailed drawing found in Appendix “B”, the 2022 Flexible Pavement Design Manual, and the January 2022 Florida Department of Transportation Standard Specifications for Road and Bridge Construction.
3. A minimum 2” depth of asphalt and minimum 8” depth of lime rock or 6” asphaltic base required. All open roadway cuts shall be paved within 24 hours of opening to traffic.
4. Unpaved road repair shall comply with the attached detailed drawing found in Appendix “B” and the FY2022/23 State of Florida Department of Transportation Design Standards Index 120-001 and the January 2022 Florida Department of Transportation Standard Specifications for Road and Bridge Construction for Sub Base/Grade and Base Materials for the type materials selected, and AASHTO M 145 Soil Classification.
 - a. The Clay County Designated Representative shall determine if repair shall be made with existing material or new material.
 - b. For Existing Material:
 - i. Top 8” shall be removed and set aside to be reinstalled to make repair per drawing in Appendix “B”.
 - ii. The contract unit price shall include all labor, equipment, materials, and supplies including roadway cuts, grading, and compaction to provide a complete unpaved road repair.

iii. Payment shall be made at the respective contract unit price per square yard of the unpaved road area repair.

c. For New Material:

i. Top 8" of material shall be Crushed Concrete per drawing in Appendix "B".

ii. The contract Unit Price shall include all labor, equipment, materials, and supplies including roadway cuts, grading, and compaction to provide a complete unpaved road repair.

iii. Payment shall be made at the respective Contract Unit Price per square yard of the unpaved road area repaired.

H. SPRAYED CONCRETE:

1. Sprayed concrete shall conform to the requirements of ASTM C150 Portland cement Type I or CSA A5 Portland cement Type GU.

2. Fly Ash shall conform to the requirements of ASTM C618, Type F.

3. Silica fume shall conform to the requirements of ASTM C1240.

4. All water shall be of drinking water standard and free of oil, chemical, and organic impurities.

5. Do not use any admixtures containing chlorides. Do not use any accelerators unless approved by manufacturer.

6. Use mix design as such to provide minimum compressive strength of 6,000 psi.

7. Minimum thickness of sprayed concrete shall be 4 inches with minimum reinforcement of #4 bars at 12 inches on center each way.

8. Prepare, apply, finish, cure, and protect sprayed concrete per manufacturer's recommendations.

9. The Contract Unit Price shall include all labor, equipment, materials (including reinforcement) and supplies to produce a finished product.

10. Payment shall be made at the respective Contract Unit Price per cubic yard of concrete placed.

I. INLETS, JUNCTION BOXES, AND MANHOLES:

1. Inlets, Junction Boxes, and Manholes shall comply with the January 2022 Florida Department of Transportation Standard Specifications for Road and Bridge Construction, the FY2022-23 State of Florida Department of Transportation Standard Plans, and the detail drawings provided in Appendix “B”, except as modified below.
2. Welded wire fabric may be substituted for reinforcing bars in precast structures provided the contractor procure an Engineer to certify that the area of the mesh is equal or exceeds the equivalent area of the specified rebar based on the FY2022-23 Florida Department of Transportation Standard Plans and meets the requirements of ASTM Specification A-185.
3. Conflict structures shall be allowed only when authorized by the County representative and must be constructed to comply with the FY2022-23 State of Florida Department of Transportation Standard Plans Index 425-080 for either non-pressurized/non-fluid carrier pipes or pressurized/fluid carrier pipes and shall meet all of the utility owner’s requirements for conflict structures.
4. For Inlets and Manholes that exceed the Schedule of Values Unit Price depth, the Contract Unit Price for the structure plus the corresponding Contract Unit Price per additional foot of depth shall be used to the vertical foot rounded up.

J. CONCRETE COLLAR AT JOINT:

Unit cost shall include all labor, equipment, materials, and appurtenances to provide a complete collar per FY2022-23 State of Florida Department of Transportation Standard Plans Index 430-001.

K. EXTERNAL JOINT SEAL FOR RCP:

1. External joint seals shall meet or exceed ASTM C 877 Type II and be MarMac, Cretex, or approved equivalent.
2. External joint seals shall be sized and installed per manufacturer recommendation and consist of a collar with an outer layer of polyethylene and an under layer of rubberized mastic that is reinforced with a woven polypropylene fabric. Two 5/8-inch steel straps with self-contained tensioning ratchets shall be located within the collar minimum $\frac{3}{4}$ inches from each edge. The straps shall be confined in tubes that isolate them from the mastic and allow them to slip freely when mechanically tightened around manhole. The collar shall be furnished with a minimum 6-inch overlap and a closing flap to cover any remaining exposed strap to protect from moisture and corrosion.

L. DRAINAGE PIPE:

1. Excavations for Drainage Pipe and box culverts shall comply with January 2022 Florida Department of Transportation Standard Specifications for Road and Bridge Construction, the FY2022-23 State of Florida Department of Transportation Standard

Plans, and the January 2022 State of Florida Department of Transportation Drainage Manual, except as amended below:

- a. All CMP pipe shall be 16-gauge corrugated metal 2-2/3 inch x 1/2-inch, Aluminized Steel Type II and shall be manufactured in accordance with the applicable requirements of AASHTO M274, ASTM A929, AASHTO M36, AASHTO Sections 12 and 26, and ASTM A796 and A798. No bituminous-coated or riveted pipe shall be accepted. All metal pipe including arch pipe, shall be fabricated with helical corrugations with a minimum of two (2) annular corrugations formed on each end of each pipe to accommodate a coupling band unless specified for a bell and spigot coupler. Annular fabrication is not permitted.
 - b. All HDPE pipe shall be Class I, double walled, smooth interior and shall meet the requirements of AASHTO M294. Pipe shall not be exposed to sunlight for periods exceeding manufacturer's recommendation.
2. The Contract Unit Price for each type of pipe shall be limited to seven (7) feet deep under these bid items. For pipe excavation exceeding seven (7) feet of depth, refer to Section M (Extra Foot of Trench Cut).
3. The Contract Unit Price for each type of pipe contains all work included in the January 2022 Florida Department of Transportation Standard Specifications for Road and Bridge Construction **except** concrete collars for tying proposed to existing and desilting existing pipe. These will be paid for in their respective pay items.

M. EXTRA FOOT OF TRENCH CUT:

1. Extra Foot of Trench Cut shall consist of all means, methods and techniques necessary to excavate for installation of drainage pipe exceeding seven (7) feet deep.
2. The Contract Unit Price shall include labor, equipment, materials and supplies required to excavate for laying of all size and type of pipe exceeding seven (7) feet deep.
3. Payment shall be made at the respective Contract Unit Price of linear feet of pipe per every additional foot of depth for any size or type of pipe at the measured linear length of additional depth installed. For example:
 - a. 200 linear feet of 18" RCP is installed in an eight (8) feet deep trench. The price for installation of the pipe shall be the price under Section L + Pay Item 329 price * 1 foot depth.

- b. 200 linear feet of 18” RCP is installed in a nine (9) feet deep trench. The price for installation of the pipe shall be the price under Section L + Pay Item 329 price * 2-foot depth.

N. UNDERDRAIN:

1. FDOT Type II Underdrain systems shall be constructed of PVC pipe and shall comply with January 2022 Florida Department of Transportation Standard Specifications for Road and Bridge Construction: and the FY2022-23 Florida Department of Transportation Standard Plans 440-001 and 120-002 with the following amendments:
 - a. Underdrain shall be installed a minimum of 2’ behind the back of curb unless otherwise directed by engineer.
 - b. All filter media shall be fully wrapped with filter fabric.
 - c. Underdrain lines shall have forty-five-degree cleanouts at 200’ intervals and at the end of pipe runs. Curbs shall be marked with teal or hunter green paint as to the location of clean outs.
2. The Contract Unit Price/s shall include all labor, equipment, materials, and supplies including excavation, shoring, filter media, fabric, pipe, fittings, and connections to structures.
3. Payment shall be made at the respective Contract Unit Price/s per linear foot of underdrain, per each cleanout and per each connection.

O. REMOVAL OF EXISTING UNDERDRAIN WITHIN THE ROADWAY (3’ WIDE CUT):

1. Removal of Existing Underdrain within the roadway shall consist of all means, methods and techniques necessary to sawcut the existing asphalt to expose 3 feet wide base, cut and remove all existing underdrain and #57 stone to a maximum depth of 3 feet, and rebuild the roadbed with clean sub-grade, base, and asphalt.
2. The Contract Unit Price shall include labor, equipment, materials and supplies required to sawcut the existing asphalt to expose 3 feet wide base, cut and remove all existing underdrain and #57 stone to a maximum depth of 3 feet, and rebuild the roadbed with clean sub-grade, base, and asphalt.
3. Payment shall be made at the respective Contract Unit Price for every linear foot of existing underdrain to be removed from the roadway.

P. SHEET PILING (TEMP/PERMANENT):

1. Unit cost of all steel sheet piling shall include all labor, equipment, materials, and appurtenances to provide a complete steel sheet pile system including coping per FY2022-23 State of Florida Department of Transportation Standard Plans Index 521-600.
2. For temporary shoring for the purpose of implementing a temporary shoring system for excavation support, use of this pay item shall be under the direction of the Clay County Designated Representative. All other shoring for excavation costs is incidental to installation.
3. Vinyl sheet piling shall be used only when authorized by the designated County representative and shall be paid for as a miscellaneous non-bid item on a per task line item. Plans shall be provided to the contractor per task in order for contractor to provide a unit cost for that task.

Q. CONCRETE DITCH PAVEMENT:

1. Concrete ditch pavement shall comply with the January 2022 Florida Department of Transportation Standard Specifications for Road and Bridge Construction Section 524, the detail drawings located in Appendix "B" and as further clarified below:
 - a. All concrete ditch pavement shall include four (4") inch by eighteen (18") inch turndowns on each side as indicated in drawings found in Appendix "B".
 - b. Each construction joint shall include a four (4") inch by eighteen (18") inch turndown.
2. The Contract Unit Price shall include all labor, equipment, materials, and supplies including base preparation, forms, concrete, expansion and control joints, weep holes, turndowns, wire mesh, finishing, curing and cleanup.
3. Payment shall be made at the respective Contract Unit Price per square yard of pavement measured along the at-grade surface.

R. FENCE:

Prior to removal of existing fence/s the Clay County Designated Representative shall determine re-use or not.

S. HIGH DENSITY POLYURETHANE FOAM (HDPF)

1. HDPF Material: Prior to start of work, provide a supplier certification with each shipment for review. Certify that the material conforms to the following requirements for property test results and properties listed in this section:

Density (lbs/cf)	ASTM D-1622	3.8-4.2
Compressive Strength, psi (min.)	ASTM D-1621	60
Tensile Strength, psi (min.)	ASTM D-1623	88
Close Cell content (%)	ASTM D-1940	+85

2. HDPF shall reach 90% compressive strength within 30 minutes of injection. The material used shall be a two-component, high strength, high density, hydro insensitive structural polyurethane foam.
3. HDPF shall be URETEK 486 STAR, AP Lift 440 or approved equal.

T. A-3 FILL:

1. A-3 fill material shall comply with AASHTO M 145 Soil Classification and the FY2022-23 Florida Department of Transportation Standard Plans Index 120-001.
2. Any material made available during project execution shall be determined as suitable or unsuitable by the Clay County Designated Representative. Suitable material shall be stockpiled on site for reuse as required by the project. **If the project backfill requirement exhausts the supply of stockpiled suitable material obtained from regular excavation, then the Contractor shall supply A-3 material sufficient to meet the remaining project requirement.**
3. No separate payment shall be made for using backfill material encountered on the project except when suitable material from scheduled excavation shall become available, but at the required time is not available due to the Contractor's sequence of work. Removal and Disposition of unsuitable material is covered under other respective Contract Unit Prices.
4. The Contract Unit Price shall include all labor, equipment, materials, and supplies including hauling, placing and compaction.
5. Payment shall be made at the respective Contract Unit Price in place per cubic yard of A-3 hauled, delivered, placed and compacted.

U. GRADING ROADSIDE SHOULDERS:

1. Grading roadside shoulders shall consist of grading the shoulder area next to pavement, outside of the limits of any Contract line-item area in which regrading is included, to

provide positive drainage and accommodate the new construction. Work shall comply with the January 2022 Florida Department of Transportation Standard Specifications for Road and Bridge Construction Sections 110 and 120.

2. The Contract Unit Price shall include all labor, equipment, materials and supplies to establish the line and grade. Grassing, seeding, or sodding is not included in this item.
3. Payment shall be made at the respective Contract Unit Price per square yard of area that was graded.

V. NEW EARTH LINE DITCH:

1. New earth line ditch shall consist of cutting a new ditch to line and grade to accommodate the new construction. Work shall comply with the January 2022 Florida Department of Transportation Standard Specifications for Road and Bridge Construction.
2. The Contract Unit Price shall include all labor, equipment, materials and supplies including any required compaction and ground preparation to establish the new ditch.
3. Payment shall be made at the respective Contract Unit Price per cubic yard of material actually removed to establish the ditch. The quantity shall be measured in the field by comparing original and final grades and calculating the difference.

W. UTILITY ADJUSTMENT

1. Utility adjustments shall consist of vertical adjustments to utility features (e.g., meters and pull boxes) to facilitate construction of the desired improvements and match surrounding finished grades. All utility adjustments must be approved by the County Representative. Adjustments must be coordinated with the respective utility owner and shall comply with all of the utility owner's construction requirements.
2. The Contract Unit Price shall include all labor, equipment, materials and supplies necessary to perform the adjustment.
3. Payment shall be made at the respective Contract Unit Price for each utility feature adjusted.

X. AS BUILT DRAWINGS:

1. When construction takes place at a site where the County has supplied a set of Construction Plans, the County shall require the Contractor to provide "As-built" Drawings. All "As-Built" drawings shall be in compliance with Clay County Specifications (see Appendix A).

2. The Contract Unit Price shall include all labor, equipment, materials, and supplies required to comply with the requirements of Appendix A.
3. Payment shall be made at the respective Contract Unit Price per plan sheet or detail sheet that requires as-built annotations.

Y. VIDEO RECORD:

1. The CONTRACTOR shall provide unedited video recording(s) with superimposed timer and vocal commentary of the preconstruction and post construction conditions.
2. Video Record shall consist of video recording on DVD in “.avi” format, 20 f/s minimum, 1.33:1 Aspect Ratio, and 800x600 minimum resolution the preconstruction and post construction conditions of a project site.
3. Recording(s) shall include both sides of the right-of-way and provide close attention to paved and unpaved driveways and walkways; conditions of buildings, lawns, shrubs, flowers, flower beds, and trees; conditions of pavement, mailboxes, fences, signs, planters and any other items within or adjacent to the right-of-way.
4. The recording(s) shall become a part of the County Designated Representatives permanent job records.
5. The recording(s) shall be Indexed, using the timer for locations by stationing and by street intersections. This Index shall be provided with each recording and shall be attached to the DVD storage container.
6. The Contract Unit Price shall include all labor, equipment, materials, and supplies required to record and supply video recordings.
7. Payment shall be made at the respective Contract Unit Price per job site. One DVD properly formatted recording per site required.

III. SPECIAL TERMS AND CONDITIONS:

- A. **There shall be no bituminous price Index adjustments for fuel or bituminous materials, fuel surcharges, overtime charges, delivery charges, or any other miscellaneous added expenses. Prices quoted shall be final cost to Clay County.**
- B. No Base Thickness Adjustment shall be allowed.
- C. Unit prices as received shall constitute full payment to the Contractor for all associated activities necessary for the completion of construction projects. No separate payments shall

be made for any activities, traffic control, or mobilizations outside of the scope of these specifications.

- D.** Unless otherwise stipulated in the Distributed Notice to Proceed Letter and contingent upon the completion and submittal of all required pre-award documents, the prices resultant from this bid solicitation shall prevail for the full duration of the initial term unless otherwise indicated elsewhere in this document.

TERM:

The initial contracts shall be awarded to the lowest responsive and responsible bidders for a period of twenty-four (24) months from the date of the Board of County Commissioners approval, with the County reserving the right and option to extend the contract for an additional two (2) periods of twelve months each, if such is agreeable with the successful contractor.

Adjustment of rates may be negotiated during a renewable term if requested by the contractor in writing to the County ninety (90) days in advance of the renewal date. Any adjustment shall require concurrence from the County.

Each 12-month contract renewal, if offered, would be accompanied by a negotiated and mutually agreeable CPI (Construction Price Index) increase to account for fluctuation in the costs of fuel, steel, concrete, etc.

ADDITONAL SERVICES AND FEES:

If the County and/or contractor identifies any additional services to be provided by contractor that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the contractor.

PERFORMANCE EVALUATION:

A work performance evaluation will be conducted periodically to ensure compliance with the resulting contract.

Attachment B
Unit Costs
Prices

ORIGINAL

Bid No. 21/22-49, Drainage Repair And/Or New Public Works Construction
Price Sheet

ITEM NO.	FDOT PAY NUMBER	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
1		Mobilization	LS	N/A	\$ -	\$ -
2		Maintenance of Traffic	LS	N/A	\$ -	\$ -
3		Miscellaneous Non-Bid Items	LS	N/A	\$ -	\$ -
4		Bypass Pumping/Dewatering	LS	N/A	\$ -	\$ -
5	104-1	Artificial Coverings/Rolled Erosion Control Products	SY	2,000	\$ 3.24	\$ 6,480.00
6	104-10-3	Sediment Barrier	LF	10,000	\$ 2.36	\$ 23,600.00
7	104-11	Floating Turbidity Barrier	LF	1,000	\$ 15.61	\$ 15,610.00
8	104-18	Inlet Protection System	EA	250	\$ 106.72	\$ 26,680.00
9	107-1	Litter Removal	AC	8	\$ 106.39	\$ 851.12
10	107-2	Mowing	AC	8	\$ 57.08	\$ 456.64
11	110-1-1	Clearing and Grubbing	AC	25	\$ 16,236.84	\$ 405,921.00
12	110-2-2	Selective Clearing and Grubbing, Areas with Trees to Remain	AC	3	\$ 13,673.68	\$ 41,021.04
13	110-4-10	Removal of Existing Concrete	SY	750	\$ 34.55	\$ 25,912.50
14	110-7-1	Mailbox, F&I Single	EA	100	\$ 254.69	\$ 25,469.00
15	110-21	Tree Protection Barrier	LF	600	\$ 4.56	\$ 2,736.00
16	120-1	Regular Excavation	CY	2,000	\$ 14.47	\$ 28,940.00
17	120-4	Subsoil Excavation	CY	500	\$ 21.71	\$ 10,855.00
18	120-6	Embankment	CY	4,000	\$ 32.23	\$ 128,920.00
19	120-9-1	Ditch Clearing of Large Vegetation, Ditch Width up to 15'	LF	2,500	\$ 25.31	\$ 63,275.00
20	120-10-11	Clean and Reshape Ditch, Spread, Ditch Width up to 15'	LF	2,500	\$ 7.24	\$ 18,100.00
21	120-10-21	Clean and Reshape Ditch, Haul, Ditch Width up to 15'	LF	2,500	\$ 15.66	\$ 39,150.00
22	121-70	Flowable Fill	CY	250	\$ 277.42	\$ 69,355.00
23	125-1	Excavation for Structures	CY	200	\$ 57.89	\$ 11,578.00
24	145-1	Geosynthetic Reinforced Soil Slope	SF	20,000	\$ 14.40	\$ 288,000.00
25	160-4	Type B Stabilization	SY	20,000	\$ 13.91	\$ 278,200.00
26	210-2	Limerock-New Material for Reworking Base	CY	2,000	\$ 151.77	\$ 303,540.00
27		Limerock- Additional 2" Lift	SY	2,000	\$ 12.21	\$ 24,420.00
28	285-701	Optional Base, Base Group 01	SY	2,000	\$ 15.61	\$ 31,220.00
29	285-702	Optional Base, Base Group 02	SY	2,000	\$ 17.31	\$ 34,620.00
30	285-703	Optional Base, Base Group 03	SY	2,000	\$ 21.69	\$ 43,380.00
31	285-704	Optional Base, Base Group 04	SY	2,000	\$ 22.54	\$ 45,080.00
32	285-705	Optional Base, Base Group 05	SY	2,000	\$ 24.24	\$ 48,480.00
33	285-706	Optional Base, Base Group 06	SY	2,000	\$ 25.94	\$ 51,880.00
34	285-707	Optional Base, Base Group 07	SY	2,000	\$ 35.02	\$ 70,040.00
35	285-708	Optional Base, Base Group 08	SY	2,000	\$ 36.72	\$ 73,440.00
36	285-709	Optional Base, Base Group 09	SY	2,000	\$ 37.56	\$ 75,120.00
37	285-710	Optional Base, Base Group 10	SY	2,000	\$ 39.26	\$ 78,520.00
38	327-70-1	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	1,000	\$ 7.61	\$ 7,610.00

Note: The unit costs for all progressive line items (i.e. 15", 18", 24" pipe...) shall reflect a consistent escalation in price, though the amount of each escalation may differ.

ORIGINAL

Bid No. 21/22-49, Drainage Repair And/Or New Public Works Construction
Price Sheet

39	327-70-6	Milling Existing Asphalt Pavement, 1-1/2" Avg Depth	SY	1,000	\$ 8.87	\$ 8,870.00
40	327-70-8	Milling Existing Asphalt Pavement, 2-1/2" Avg Depth	SY	1,000	\$ 10.88	\$ 10,880.00
41	334-1-12	Superpave Asphaltic Conc, Traffic B	TN	400	\$ 176.09	\$ 70,436.00
42	334-1-13	Superpave Asphaltic Conc, Traffic C	TN	400	\$ 207.56	\$ 83,024.00
43	334-1-52	Superpave Asphaltic Conc, Traffic B, PG76-22	TN	400	\$ 237.56	\$ 95,024.00
44	334-1-53	Superpave Asphaltic Conc, Traffic C, PG76-22	TN	400	\$ 237.56	\$ 95,024.00
45	339-1	Miscellaneous Asphalt Pavement	TN	400	\$ 231.68	\$ 92,672.00
46	E339-2	Asphaltic Concrete (Cold Patch)	TN	50	\$ 459.24	\$ 22,962.00
47		Unpaved Road Repair (Existing Material)	SY	1,000	\$ 30.81	\$ 30,810.00
48		Unpaved Road Repair (New Material)	SY	500	\$ 41.07	\$ 20,535.00
49	400-2-1	Concrete Class II, Culverts	CY	138	\$ 1,880.42	\$ 259,497.96
50	400-4-1	Concrete Class IV, Culverts	CY	276	\$ 2,013.47	\$ 555,717.72
51	415-1-1	Reinforcing Steel- Roadway	LB	1,457	\$ 4.01	\$ 5,842.57
52	415-1-6	Reinforcing Steel- Miscellaneous	LB	1,000	\$ 4.34	\$ 4,340.00
53		Sprayed Concrete	CY	179	\$ 487.50	\$ 87,262.50
54		County Standard Curb Inlet (4' depth)	EA	5	\$ 6,468.37	\$ 32,341.85
55		For Additional Depth, Adjust per foot	LF	10	\$ 691.28	\$ 6,912.80
56		Inlets, Curb, Type 9 (4' Depth)	EA	5	\$ 5,633.77	\$ 28,168.85
57		For Additional Depth, Adjust per foot	LF	10	\$ 691.28	\$ 6,912.80
58	425-1-205	Inlets, Curb, Type 9, Partial	EA	5	\$ 3,064.80	\$ 15,324.00
59	425-1-209	Inlets, Curb, Type 9, Modify	EA	5	\$ 4,400.28	\$ 22,001.40
60		Inlets, Curb, Type 10 (4' Depth)	EA	5	\$ 6,211.57	\$ 31,057.85
61		For Additional Depth, Adjust per foot	LF	10	\$ 691.28	\$ 6,912.80
62	425-1-215	Inlets, Curb, Type 10, Partial	EA	5	\$ 3,722.85	\$ 18,614.25
63		Inlets, Curb, Type P-1 (4' Depth)	EA	5	\$ 4,354.02	\$ 21,770.10
64		For Additional Depth, Adjust per foot	LF	10	\$ 691.28	\$ 6,912.80
65	425-1-315	Inlets, Curb, Type P-1, Partial	EA	5	\$ 5,593.36	\$ 27,966.80
66	425-1-319	Inlets, Curb, Type P-1, Modify	EA	5	\$ 7,298.59	\$ 36,492.95
67		Inlets, Curb, Type P-2 (4' Depth)	EA	5	\$ 4,354.02	\$ 21,770.10
68		For Additional Depth, Adjust per foot	LF	10	\$ 691.28	\$ 6,912.80
69	425-1-325	Inlets, Curb, Type P-2, Partial	EA	5	\$ 5,593.36	\$ 27,966.80
70	425-1-329	Inlets, Curb, Type P-2, Modify	EA	5	\$ 7,298.59	\$ 36,492.95
71		Inlets, Curb, Type P-3 (4' Depth)	EA	5	\$ 4,617.96	\$ 23,089.80
72		For Additional Depth, Adjust per foot	LF	10	\$ 691.28	\$ 6,912.80
73	425-1-335	Inlets, Curb, Type P-3, Partial	EA	5	\$ 7,617.56	\$ 38,087.80
74	425-1-339	Inlets, Curb, Type P-3, Modify	EA	5	\$ 8,729.84	\$ 43,649.20
75		Inlets, Curb, Type P-4 (4' Depth)	EA	5	\$ 4,617.96	\$ 23,089.80
76		For Additional Depth, Adjust per foot	LF	10	\$ 779.84	\$ 7,798.40
77	425-1-345	Inlets, Curb, Type P-4, Partial	EA	5	\$ 5,982.63	\$ 29,913.15

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78	425-1-349	Inlets, Curb, Type P-4, Modify	EA	5	\$ 7,942.65	\$ 39,713.25
79		Inlets, Curb, Type P-5 (4' Depth)	EA	5	\$ 8,365.13	\$ 41,825.65
80		For Additional Depth, Adjust per foot	LF	10	\$ 779.84	\$ 7,798.40
81	425-1-355	Inlets, Curb, Type P-5, Partial	EA	5	\$ 4,465.22	\$ 22,326.10
82	425-1-359	Inlets, Curb, Type P-5, Modify	EA	5	\$ 8,730.77	\$ 43,653.85
83		Inlets, Curb, Type P-6 (4' Depth)	EA	5	\$ 6,612.07	\$ 33,060.35
84		For Additional Depth, Adjust per foot	LF	10	\$ 779.84	\$ 7,798.40
85	425-1-365	Inlets, Curb, Type P-6, Partial	EA	5	\$ 5,090.34	\$ 25,451.70
86	425-1-369	Inlets, Curb, Type P-6, Modify	EA	5	\$ 7,975.20	\$ 39,876.00
87		Inlets, Curb, Type J-1 (4' Depth)	EA	5	\$ 8,782.53	\$ 43,912.65
88		For Additional Depth, Adjust per foot	LF	10	\$ 1,469.71	\$ 14,697.10
89	425-1-415	Inlets, Curb, Type J-1, Partial	EA	5	\$ 4,468.80	\$ 22,344.00
90	425-1-419	Inlets, Curb, Type J-1, Modify	EA	5	\$ 5,613.49	\$ 28,067.45
91		Inlets, Curb, Type J-2 (4' Depth)	EA	5	\$ 8,782.53	\$ 43,912.65
92		For Additional Depth, Adjust per foot	LF	10	\$ 1,373.41	\$ 13,734.10
93	425-1-425	Inlets, Curb, Type J-2, Partial	EA	5	\$ 2,894.43	\$ 14,472.15
94	425-1-429	Inlets, Curb, Type J-2, Modify	EA	5	\$ 4,428.24	\$ 22,141.20
95		Inlets, Curb, Type J-3 (4' Depth)	EA	5	\$ 9,254.84	\$ 46,274.20
96		For Additional Depth, Adjust per foot	LF	10	\$ 1,373.41	\$ 13,734.10
97	425-1-435	Inlets, Curb, Type J-3, Partial	EA	5	\$ 3,366.74	\$ 16,833.70
98	425-1-439	Inlets, Curb, Type J-3, Modify	EA	5	\$ 5,057.83	\$ 25,289.15
99		Inlets, Curb, Type J-4 (4' Depth)	EA	5	\$ 9,963.31	\$ 49,816.55
100		For Additional Depth, Adjust per foot	LF	10	\$ 1,373.41	\$ 13,734.10
101	425-1-445	Inlets, Curb, Type J-4, Partial	EA	5	\$ 3,366.74	\$ 16,833.70
102	425-1-449	Inlets, Curb, Type J-4, Modify	EA	5	\$ 5,057.52	\$ 25,287.60
103		Inlets, Curb, Type J-5 (4' Depth)	EA	5	\$ 12,632.43	\$ 63,162.15
104		For Additional Depth, Adjust per foot	LF	10	\$ 1,373.41	\$ 13,734.10
105	425-1-455	Inlets, Curb, Type J-5, Partial	EA	5	\$ 4,465.22	\$ 22,326.10
106	425-1-459	Inlets, Curb, Type J-5, Modify	EA	5	\$ 15,055.23	\$ 75,276.15
107		Inlets, Curb, Type J-6 (4' Depth)	EA	5	\$ 13,026.59	\$ 65,132.95
108		For Additional Depth, Adjust per foot	LF	10	\$ 1,373.41	\$ 13,734.10
109	425-1-465	Inlets, Curb, Type J-6, Partial	EA	5	\$ 6,372.64	\$ 31,863.20
110	425-1-469	Inlets, Curb, Type J-6, Modify	EA	5	\$ 15,062.16	\$ 75,310.80
111		Inlets, Curb, Type 7 (4' Depth)	EA	5	\$ 6,214.03	\$ 31,070.15
112		For Additional Depth, Adjust per foot	LF	10	\$ 835.73	\$ 8,357.30
113	425-1-475	Inlets, Curb, Type 7, Partial	EA	5	\$ 8,318.08	\$ 41,590.40
114	425-1-479	Inlets, Curb, Type 7, Modify	EA	5	\$ 16,294.28	\$ 81,471.40
115		Inlets, Curb, Type 8 (4' Depth)	EA	5	\$ 6,214.03	\$ 31,070.15
116		For Additional Depth, Adjust per foot	LF	10	\$ 835.73	\$ 8,357.30

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117	425-1-485	Inlets, Curb, Type 8, Partial	EA	5	\$ 5,506.69	\$ 27,533.45
118	425-1-489	Inlets, Curb, Type 8, Modify	EA	5	\$ 15,062.16	\$ 75,310.80
119		Inlets, Ditch Bottom, Type A (4' Depth)	EA	5	\$ 16,028.07	\$ 80,140.35
120		For Additional Depth, Adjust per foot	LF	10	\$ 13,971.10	\$ 139,711.00
121	425-1-505	Inlets, Ditch Bottom, Type A, Partial	EA	5	\$ 4,500.53	\$ 22,502.65
122		Inlets, Ditch Bottom, Type B (4' Depth)	EA	5	\$ 8,088.67	\$ 40,443.35
123		For Additional Depth, Adjust per foot	LF	10	\$ 866.23	\$ 8,662.30
124	425-1-515	Inlets, Ditch Bottom, Type B, Partial	EA	5	\$ 5,745.37	\$ 28,726.85
125	425-1-519	Inlets, Ditch Bottom, Type B, Modify	EA	5	\$ 7,945.35	\$ 39,726.75
126		Inlets, Ditch Bottom, Type C (4' Depth)	EA	5	\$ 4,354.98	\$ 21,774.90
127		For Additional Depth, Adjust per foot	LF	10	\$ 723.38	\$ 7,233.80
128	425-1-525	Inlets, Ditch Bottom, Type C, Partial	EA	5	\$ 3,953.23	\$ 19,766.15
129	425-1-529	Inlets, Ditch Bottom, Type C, Modify	EA	5	\$ 5,918.43	\$ 29,592.15
130		Inlets, Ditch Bottom, Type C Modified- Back of Sidewalk (4' Depth)	EA	5	\$ 4,025.56	\$ 20,127.80
131		For Additional Depth, Adjust per foot	LF	10	\$ 705.73	\$ 7,057.30
132		Inlets, Ditch Bottom, Type D (4' Depth)	EA	5	\$ 4,425.45	\$ 22,127.25
133		For Additional Depth, Adjust per foot	LF	10	\$ 816.47	\$ 8,164.70
134	425-1-545	Inlets, Ditch Bottom, Type D, Partial	EA	5	\$ 3,422.47	\$ 17,112.35
135	425-1-549	Inlets, Ditch Bottom, Type D, Modify	EA	5	\$ 2,629.11	\$ 13,145.55
136		Inlets, Ditch Bottom, Type E (4' Depth)	EA	5	\$ 6,039.83	\$ 30,199.15
137		For Additional Depth, Adjust per foot	LF	10	\$ 867.83	\$ 8,678.30
138	425-1-555	Inlets, Ditch Bottom, Type E, Partial	EA	5	\$ 5,607.49	\$ 28,037.45
139	425-1-559	Inlets, Ditch Bottom, Type E, Modify	EA	5	\$ 9,731.93	\$ 48,659.65
140		Inlets, Ditch Bottom, Type F (4' Depth)	EA	5	\$ 8,280.78	\$ 41,403.90
141		For Additional Depth, Adjust per foot	LF	10	\$ 795.61	\$ 7,956.10
142	425-1-565	Inlets, Ditch Bottom, Type F, Partial	EA	5	\$ 6,238.25	\$ 31,191.25
143	425-1-569	Inlets, Ditch Bottom, Type F, Modify	EA	5	\$ 10,979.09	\$ 54,895.45
144		Inlets, Ditch Bottom, Type G (4' Depth)	EA	5	\$ 13,801.98	\$ 69,009.90
145		For Additional Depth, Adjust per foot	LF	10	\$ 1,196.86	\$ 11,968.60
146	425-1-575	Inlets, Ditch Bottom, Type G, Partial	EA	5	\$ 7,260.64	\$ 36,303.20
147	425-1-579	Inlets, Ditch Bottom, Type G, Modify	EA	5	\$ 10,979.09	\$ 54,895.45
148		Inlets, Ditch Bottom, Type H (4' Depth)	EA	5	\$ 9,263.04	\$ 46,315.20
149		For Additional Depth, Adjust per foot	LF	10	\$ 962.53	\$ 9,625.30
150	425-1-585	Inlets, Ditch Bottom, Type H, Partial	EA	5	\$ 6,318.82	\$ 31,594.10
151	425-1-589	Inlets, Ditch Bottom, Type H, Modify	EA	5	\$ 11,011.05	\$ 55,055.25
152		Inlets, Ditch Bottom, Type J (4' Depth)	EA	5	\$ 9,614.85	\$ 48,074.25
153		For Additional Depth, Adjust per foot	LF	10	\$ 835.73	\$ 8,357.30
154	425-1-605	Inlets, Ditch Bottom, Type J, Partial	EA	5	\$ 6,734.51	\$ 33,672.55
155	425-1-609	Inlets, Ditch Bottom, Type J, Modify	EA	5	\$ 12,697.88	\$ 63,489.40

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156		Inlets, Ditch Bottom, Type K (4' Depth)	EA	5	\$ 5,060.50	\$ 25,302.50
157		For Additional Depth, Adjust per foot	LF	10	\$ 354.23	\$ 3,542.30
158		Inlets, Gutter, Type S (4' Depth)	EA	5	\$ 8,701.60	\$ 43,508.00
159		For Additional Depth, Adjust per foot	LF	10	\$ 12,289.33	\$ 122,893.30
160	425-1-705	Inlets, Gutter, Type S, Partial	EA	5	\$ 5,006.11	\$ 25,030.55
161		Inlets, Gutter, Type V (4' Depth)	EA	5	\$ 8,114.35	\$ 40,571.75
162		For Additional Depth, Adjust per foot	LF	10	\$ 835.73	\$ 8,357.30
163	425-1-715	Inlets, Gutter, Type V, Partial	EA	5	\$ 5,006.11	\$ 25,030.55
164	425-1-719	Inlets, Gutter, Type V, Modify	EA	5	\$ 9,745.89	\$ 48,729.45
165		Inlets, Closed Flume (4' Depth)	EA	5	\$ 5,579.77	\$ 27,898.85
166		For Additional Depth, Adjust per foot	LF	10	\$ 1,743.70	\$ 17,437.00
167		Manholes, P-7 (4' Depth)	EA	5	\$ 7,308.88	\$ 36,544.40
168		For Additional Depth, Adjust per foot	LF	5	\$ 2,117.85	\$ 10,589.25
169	425-2-43	Manholes, P-7, Partial	EA	5	\$ 3,889.03	\$ 19,445.15
170		Manholes, P-8 (4' Depth)	EA	5	\$ 2,980.45	\$ 14,902.25
171		For Additional Depth, Adjust per foot	LF	10	\$ 9,608.39	\$ 96,083.90
172	425-2-63	Manholes, P-8, Partial	EA	5	\$ 4,027.06	\$ 20,135.30
173		Manholes, J-7 (4' Depth)	EA	5	\$ 9,742.57	\$ 48,712.85
174		For Additional Depth, Adjust per foot	LF	10	\$ 1,727.65	\$ 17,276.50
175	425-2-73	Manholes, J-7, Partial	EA	5	\$ 4,027.06	\$ 20,135.30
176		Manholes, J-8 (4' Depth)	EA	2	\$ 10,534.23	\$ 21,068.46
177		For Additional Depth, Adjust per foot	LF	5	\$ 2,790.35	\$ 13,951.75
178	425-2-93	Manholes, J-8, Partial	EA	2	\$ 4,027.06	\$ 8,054.12
179	425-2-110	Manholes, Repair	EA	10	\$ 2,357.00	\$ 23,570.00
180	425-4	Inlets, Adjust	EA	5	\$ 1,600.12	\$ 8,000.60
181	425-5	Manhole, Adjust	EA	5	\$ 1,722.55	\$ 8,612.75
182	425-5-1	Manhole, Adjust, Utilities	EA	5	\$ 8,285.45	\$ 41,427.25
183	425-6	Valve Boxes, Adjust	EA	5	\$ 933.74	\$ 4,668.70
184	425-7	Manhole Cover-Replace	EA	10	\$ 1,157.73	\$ 11,577.30
185	425-11	Modify Existing Drainage Structure	EA	10	\$ 3,542.35	\$ 35,423.50
186	425-14-1	Grate for Existing Drainage Structure, F&I	SF	40	\$ 1,116.14	\$ 44,645.60
187	425-15-41	Inlet Top, Repair, Curb Inlet	EA	10	\$ 1,508.23	\$ 15,082.30
188	425-15-42	Inlet Top, Repair, Ditch Bottom Inlet	EA	5	\$ 1,582.03	\$ 7,910.15
189	425-15-51	Inlet Top, Replace, Curb Inlet	EA	40	\$ 6,347.89	\$ 253,915.60
190	425-15-52	Inlet Top, Replace, Ditch Bottom Inlet	EA	5	\$ 5,704.13	\$ 28,520.65
191		Desilting Pipe - Existing, 18" and less	LF	8,000	\$ 10.08	\$ 80,640.00
192		Desilting Pipe - Existing, 24" - 36"	LF	11,000	\$ 11.36	\$ 124,960.00
193		Desilting Pipe - Existing, 42" - 54"	LF	2,500	\$ 16.88	\$ 42,200.00
194		Desilting Pipe - Existing, 60"+	LF	1,000	\$ 27.31	\$ 27,310.00

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195		Drainage Pipe Repair, Concrete Collar at Joint, 18" and less	EA	30	\$ 1,289.12	\$ 38,673.60
196		Drainage Pipe Repair, Concrete Collar at Joint, 24" - 36"	EA	60	\$ 1,579.45	\$ 94,767.00
197		Drainage Pipe Repair, Concrete Collar at Joint, 42" - 54"	EA	10	\$ 3,253.24	\$ 32,532.40
198		Drainage Pipe Repair, Concrete Collar at Joint, 60"+	EA	5	\$ 5,831.48	\$ 29,157.40
199		External Joint Seal for RCP, 18" and less	EA	30	\$ 902.84	\$ 27,085.20
200		External Joint Seal for RCP, 24" - 36"	EA	60	\$ 1,798.78	\$ 107,926.80
201		External Joint Seal for RCP, 42" - 54"	EA	10	\$ 1,991.69	\$ 19,916.90
202		External Joint Seal for RCP, 60"+	EA	5	\$ 5,229.28	\$ 26,146.40
203		Pipe Culvert, RCP, Round, 12" Side Drain	LF	25	\$ -	\$ 0.00
204		Pipe Culvert, RCP, Round, 15" Side Drain	LF	25	\$ 85.05	\$ 2,126.25
205		Pipe Culvert, RCP, Round, 18" Side Drain	LF	25	\$ 102.70	\$ 2,567.50
206		Pipe Culvert, RCP, Round, 24" Side Drain	LF	25	\$ 139.76	\$ 3,494.00
207		Pipe Culvert, RCP, Round, 30" Side Drain	LF	25	\$ 194.65	\$ 4,866.25
208		Pipe Culvert, RCP, Round, 36" Side Drain	LF	25	\$ 252.93	\$ 6,323.25
209		Pipe Culvert, RCP, Round, 42" Side Drain	LF	25	\$ 336.22	\$ 8,405.50
210		Pipe Culvert, RCP, Round, 48" Side Drain	LF	25	\$ 408.33	\$ 10,208.25
211		Pipe Culvert, RCP, Round, 54" Side Drain	LF	25	\$ 529.93	\$ 13,248.25
212		Pipe Culvert, RCP, Round, 60" Side Drain	LF	25	\$ 664.42	\$ 16,610.50
213		Pipe Culvert, RCP, Round, 72" Side Drain	LF	25	\$ 1,030.35	\$ 25,758.75
214		Pipe Culvert, RCP, Other Shape - Ellip/ Arch, 15" Side Drain	LF	25	\$ 120.50	\$ 3,012.50
215		Pipe Culvert, RCP, Other Shape - Ellip/ Arch, 18" Side Drain	LF	25	\$ 143.79	\$ 3,594.75
216		Pipe Culvert, RCP, Other Shape - Ellip/ Arch, 24" Side Drain	LF	25	\$ 209.70	\$ 5,242.50
217		Pipe Culvert, RCP, Other Shape - Ellip/ Arch, 30" Side Drain	LF	25	\$ 288.07	\$ 7,201.75
218		Pipe Culvert, RCP, Other Shape - Ellip/ Arch, 36" Side Drain	LF	25	\$ 384.26	\$ 9,606.50
219		Pipe Culvert, RCP, Ellip/Other, 42" Side Drain	LF	25	\$ 507.15	\$ 12,678.75
220		Pipe Culvert, RCP, Ellip/Other, 48" Side Drain	LF	25	\$ 618.21	\$ 15,455.25
221		Pipe Culvert, RCP, Round, 12" S/CD	LF	25	\$ -	\$ 0.00
222		Pipe Culvert, RCP, Round, 15" S/CD	LF	450	\$ 116.27	\$ 52,321.50
223		Pipe Culvert, RCP, Round, 18" S/CD	LF	600	\$ 132.32	\$ 79,392.00
224		Pipe Culvert, RCP, Round, 24" S/CD	LF	450	\$ 180.02	\$ 81,009.00
225		Pipe Culvert, RCP, Round, 30" S/CD	LF	100	\$ 241.03	\$ 24,103.00
226		Pipe Culvert, RCP, Round, 36" S/CD	LF	100	\$ 307.05	\$ 30,705.00
227		Pipe Culvert, RCP, Round, 40" S/CD	LF	100	\$ -	\$ -
228		Pipe Culvert, RCP, Round, 42" S/CD	LF	100	\$ 379.27	\$ 37,927.00
229		Pipe Culvert, RCP, Round, 48" S/CD	LF	50	\$ 455.77	\$ 22,788.50
230		Pipe Culvert, RCP, Round, 54" S/CD	LF	50	\$ 567.89	\$ 28,394.50
231		Pipe Culvert, RCP, Round, 60" S/CD	LF	25	\$ 730.84	\$ 18,271.00
232		Pipe Culvert, RCP, Round, 66" S/CD	LF	25	\$ 867.27	\$ 21,681.75
233		Pipe Culvert, RCP, Round, 72" S/CD	LF	25	\$ 1,325.54	\$ 33,138.50

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234	Pipe Culvert, RCP, Other-Ellip/ Arch, 15" S/CD	LF	200	\$ 143.51	\$ 28,702.00
235	Pipe Culvert, RCP, Other-Ellip/ Arch, 18" S/CD	LF	500	\$ 167.63	\$ 83,815.00
236	Pipe Culvert, RCP, Other-Ellip/ Arch, 24" S/CD	LF	500	\$ 234.30	\$ 117,150.00
237	Pipe Culvert, RCP, Other-Ellip/ Arch, 30" S/CD	LF	200	\$ 321.28	\$ 64,256.00
238	Pipe Culvert, RCP, Other-Ellip/ Arch, 36" S/CD	LF	200	\$ 431.70	\$ 86,340.00
239	Pipe Culvert, RCP, Other-Ellip/ Arch, 42" S/CD	LF	50	\$ 580.95	\$ 29,047.50
240	Pipe Culvert, RCP, Other-Ellip/ Arch, 48" S/CD	LF	25	\$ 677.25	\$ 16,931.25
241	Pipe Culvert, RCP, Other-Ellip/ Arch, 54" S/CD	LF	25	\$ 859.24	\$ 21,481.00
242	Pipe Culvert, RCP, Other-Ellip/ Arch, 60" S/CD	LF	25	\$ 1,064.02	\$ 26,600.50
243	Pipe Culvert, RCP, Other-Ellip/ Arch, 66" S/CD	LF	25	\$ 1,585.65	\$ 39,641.25
244	Pipe Culvert, RCP, Other-Ellip/ Arch, 72" S/CD	LF	25	\$ -	0.00
245	Pipe Culvert, CMP, Round, 12" Side Drain	LF	25	\$ 73.49	\$ 1,837.25
246	Pipe Culvert, CMP, Round, 15" Side Drain	LF	25	\$ 80.23	\$ 2,005.75
247	Pipe Culvert, CMP, Round, 18" Side Drain	LF	25	\$ 95.06	\$ 2,376.50
248	Pipe Culvert, CMP, Round, 24" Side Drain	LF	25	\$ 109.18	\$ 2,729.50
249	Pipe Culvert, CMP, Round, 30" Side Drain	LF	25	\$ 159.28	\$ 3,982.00
250	Pipe Culvert, CMP, Round, 36" Side Drain	LF	25	\$ 192.58	\$ 4,814.50
251	Pipe Culvert, CMP, Round, 42" Side Drain	LF	25	\$ 304.81	\$ 7,620.25
252	Pipe Culvert, CMP, Round, 48" Side Drain	LF	25	\$ 364.22	\$ 9,105.50
253	Pipe Culvert, CMP, Round, 54" Side Drain	LF	25	\$ 422.07	\$ 10,551.75
254	Pipe Culvert, CMP, Round, 60" Side Drain	LF	25	\$ 485.69	\$ 12,142.25
255	Pipe Culvert, CMP, Round, 72" Side Drain	LF	25	\$ 689.67	\$ 17,241.75
256	Pipe Culvert, CMP, Other Shape - Ellip/ Arch, 15" Side Drain	LF	25	\$ 105.02	\$ 2,625.50
257	Pipe Culvert, CMP, Other Shape - Ellip/ Arch, 18" Side Drain	LF	25	\$ 119.23	\$ 2,980.75
258	Pipe Culvert, CMP, Other Shape - Ellip/ Arch, 24" Side Drain	LF	25	\$ 144.44	\$ 3,611.00
259	Pipe Culvert, CMP, Other Shape - Ellip/ Arch, 30" Side Drain	LF	25	\$ 201.57	\$ 5,039.25
260	Pipe Culvert, CMP, Other Shape - Ellip/ Arch, 36" Side Drain	LF	25	\$ 224.59	\$ 5,614.75
261	Pipe Culvert, CMP, Ellip/Other, 42" Side Drain	LF	25	\$ 354.59	\$ 8,864.75
262	Pipe Culvert, CMP, Ellip/Other, 48" Side Drain	LF	25	\$ 391.74	\$ 9,793.50
263	Pipe Culvert, CMP, Round, 12" S/CD	LF	25	\$ 107.44	\$ 2,686.00
264	Pipe Culvert, CMP, Round, 15" S/CD	LF	450	\$ 122.24	\$ 55,008.00
265	Pipe Culvert, CMP, Round, 18" S/CD	LF	600	\$ 135.32	\$ 81,192.00
266	Pipe Culvert, CMP, Round, 24" S/CD	LF	50	\$ 155.57	\$ 7,778.50
267	Pipe Culvert, CMP, Round, 30" S/CD	LF	50	\$ 203.56	\$ 10,178.00
268	Pipe Culvert, CMP, Round, 36" S/CD	LF	50	\$ 247.93	\$ 12,396.50
269	Pipe Culvert, CMP, Round, 40" S/CD	LF	50	\$ 110.70	\$ 5,535.00
270	Pipe Culvert, CMP, Round, 42" S/CD	LF	50	\$ 368.07	\$ 18,403.50
271	Pipe Culvert, CMP, Round, 48" S/CD	LF	25	\$ 402.17	\$ 10,054.25
272	Pipe Culvert, CMP, Round, 54" S/CD	LF	25	\$ 458.97	\$ 11,474.25

Note: The unit costs for all progressive line items (i.e. 15", 18", 24" pipe...) shall reflect a consistent escalation in price, though the amount of each escalation may differ.

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273	Pipe Culvert, CMP, Round, 60" S/CD	LF	25	\$ 485.69	\$ 12,142.25
274	Pipe Culvert, CMP, Round, 66" S/CD	LF	25	\$ 546.48	\$ 13,662.00
275	Pipe Culvert, CMP, Round, 72" S/CD	LF	25	\$ 689.67	\$ 17,241.75
276	Pipe Culvert, CMP, Other-Ellip/Arch, 15" S/CD	LF	100	\$ 156.68	\$ 15,668.00
277	Pipe Culvert, CMP, Other-Ellip/Arch, 18" S/CD	LF	100	\$ 170.89	\$ 17,089.00
278	Pipe Culvert, CMP, Other-Ellip/Arch, 24" S/CD	LF	100	\$ 200.10	\$ 20,010.00
279	Pipe Culvert, CMP, Other-Ellip/Arch, 30" S/CD	LF	100	\$ 257.24	\$ 25,724.00
280	Pipe Culvert, CMP, Other-Ellip/Arch, 36" S/CD	LF	50	\$ 327.91	\$ 16,395.50
281	Pipe Culvert, CMP, Other-Ellip/Arch, 42" S/CD	LF	50	\$ 443.15	\$ 22,157.50
282	Pipe Culvert, CMP, Other-Ellip/Arch, 48" S/CD	LF	25	\$ 524.58	\$ 13,114.50
283	Pipe Culvert, CMP, Other-Ellip/Arch, 54" S/CD	LF	25	\$ 563.26	\$ 14,081.50
284	Pipe Culvert, CMP, Other-Ellip/Arch, 60" S/CD	LF	25	\$ 664.35	\$ 16,608.75
285	Pipe Culvert, CMP, Other-Ellip/Arch, 66" S/CD	LF	25	\$ 705.91	\$ 17,647.75
286	Pipe Culvert, CMP, Other-Ellip/Arch, 72" S/CD	LF	25	\$ 856.95	\$ 21,423.75
287	Pipe Culvert, HDPE, Round, 12" Side Drain	LF	25	\$ 86.50	\$ 2,162.50
288	Pipe Culvert, HDPE, Round, 15" Side Drain	LF	25	\$ 104.54	\$ 2,613.50
289	Pipe Culvert, HDPE, Round, 18" Side Drain	LF	25	\$ 128.65	\$ 3,216.25
290	Pipe Culvert, HDPE, Round, 24" Side Drain	LF	25	\$ 153.47	\$ 3,836.75
291	Pipe Culvert, HDPE, Round, 30" Side Drain	LF	25	\$ 219.96	\$ 5,499.00
292	Pipe Culvert, HDPE, Round, 36" Side Drain	LF	25	\$ 233.38	\$ 5,834.50
293	Pipe Culvert, HDPE, Round, 42" Side Drain	LF	25	\$ 325.19	\$ 8,129.75
294	Pipe Culvert, HDPE Round, 48" Side Drain	LF	25	\$ 371.24	\$ 9,281.00
295	Pipe Culvert, HDPE, Round, 54" Side Drain	LF	25	\$ -	\$ 0.00
296	Pipe Culvert, HDPE, Round, 60" Side Drain	LF	25	\$ 527.31	\$ 13,182.75
297	Pipe Culvert, HDPE, Round, 72" Side Drain	LF	25	\$ -	\$ 0.00
298	Pipe Culvert, HDPE, Other Shape - Ellip/Arch, 15" Side Drain	LF	25	\$ -	\$ 0.00
299	Pipe Culvert, HDPE, Other Shape - Ellip/Arch, 18" Side Drain	LF	25	\$ -	\$ 0.00
300	Pipe Culvert, HDPE, Other Shape - Ellip/Arch, 24" Side Drain	LF	25	\$ -	\$ 0.00
301	Pipe Culvert, HDPE, Other Shape - Ellip/Arch, 30" Side Drain	LF	25	\$ -	\$ 0.00
302	Pipe Culvert, HDPE, Other Shape - Ellip/Arch, 36" Side Drain	LF	25	\$ -	\$ 0.00
303	Pipe Culvert, HDPE, Ellip/Other, 42" Side Drain	LF	25	\$ -	\$ 0.00
304	Pipe Culvert, HDPE, Ellip/Other, 48" Side Drain	LF	25	\$ -	\$ 0.00
305	Pipe Culvert, HDPE, Round, 12" S/CD	LF	25	\$ 116.02	\$ 2,900.50
306	Pipe Culvert, HDPE, Round, 15" S/CD	LF	450	\$ 132.09	\$ 59,440.50
307	Pipe Culvert, HDPE, Round, 18" S/CD	LF	600	\$ 138.49	\$ 83,094.00
308	Pipe Culvert, HDPE, Round, 24" S/CD	LF	50	\$ 175.60	\$ 8,780.00
309	Pipe Culvert, HDPE, Round, 30" S/CD	LF	50	\$ 212.58	\$ 10,629.00
310	Pipe Culvert, HDPE, Round, 36" S/CD	LF	50	\$ 262.90	\$ 13,145.00
311	Pipe Culvert, HDPE, Round, 40" S/CD	LF	50	\$ 147.60	\$ 7,380.00

Note: The unit costs for all progressive line items (i.e. 15", 18", 24" pipe...) shall reflect a consistent escalation in price, though the amount of each escalation may differ.

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312		Pipe Culvert, HDPE, Round, 42" S/CD	LF	50	\$ 325.19	\$ 16,259.50
313		Pipe Culvert, HDPE, Round, 48" S/CD	LF	25	\$ 371.24	\$ 9,281.00
314		Pipe Culvert, HDPE, Round, 54" S/CD	LF	25	\$ -	0.00
315		Pipe Culvert, HDPE, Round, 60" S/CD	LF	25	\$ 527.31	\$ 13,182.75
316		Pipe Culvert, HDPE, Round, 66" S/CD	LF	25	\$ -	0.00
317		Pipe Culvert, HDPE, Round, 72" S/CD	LF	25	\$ -	0.00
318		Pipe Culvert, HDPE, Other-Ellip/ Arch, 15" S/CD	LF	450	\$ -	0.00
319		Pipe Culvert, HDPE, Other-Ellip/ Arch, 18" S/CD	LF	600	\$ -	0.00
320		Pipe Culvert, HDPE, Other-Ellip/ Arch, 24" S/CD	LF	50	\$ -	0.00
321		Pipe Culvert, HDPE, Other-Ellip/ Arch, 30" S/CD	LF	50	\$ -	0.00
322		Pipe Culvert, HDPE, Other-Ellip/ Arch, 36" S/CD	LF	50	\$ -	0.00
323		Pipe Culvert, HDPE, Other-Ellip/ Arch, 42" S/CD	LF	50	\$ -	0.00
324		Pipe Culvert, HDPE, Other-Ellip/ Arch, 48" S/CD	LF	25	\$ -	0.00
325		Pipe Culvert, HDPE, Other-Ellip/ Arch, 54" S/CD	LF	25	\$ -	0.00
326		Pipe Culvert, HDPE, Other-Ellip/ Arch, 60" S/CD	LF	25	\$ -	0.00
327		Pipe Culvert, HDPE, Other-Ellip/ Arch, 66" S/CD	LF	25	\$ -	0.00
328		Pipe Culvert, HDPE, Other-Ellip/ Arch, 72" S/CD	LF	25	\$ -	0.00
329		Extra Foot of Trench Cut (Over seven "7" feet)	LF/FT	60,000	\$ 9.10	\$ 546,000.00
330	430-200-21	Flared End Section, Concrete, 12"	EA	2	\$ -	0.00
331	430-200-23	Flared End Section, Concrete, 15"	EA	10	\$ 3,974.65	\$ 39,746.50
332	430-200-25	Flared End Section, Concrete, 18"	EA	10	\$ 4,295.65	\$ 42,956.50
333	430-200-29	Flared End Section, Concrete, 24"	EA	5	\$ 4,954.26	\$ 24,771.30
334	430-200-33	Flared End Section, Concrete, 30"	EA	2	\$ 6,318.51	\$ 12,637.02
335	430-200-38	Flared End Section, Concrete, 36"	EA	2	\$ 7,656.96	\$ 15,313.92
336	430-200-40	Flared End Section, Concrete, 42"	EA	2	\$ 8,728.29	\$ 17,456.58
337	430-200-41	Flared End Section, Concrete, 48"	EA	2	\$ 10,890.45	\$ 21,780.90
338	430-200-42	Flared End Section, Concrete, 54"	EA	2	\$ 18,193.20	\$ 36,386.40
339	430-200-43	Flared End Section, Concrete, 60"	EA	2	\$ 22,314.04	\$ 44,628.08
340	430-200-44	Flared End Section, Concrete, 66"	EA	2	\$ 25,122.79	\$ 50,245.58
341	430-400-015	Winged Concrete Endwalls, U-Type Index 430-040, 15"	EA	4	\$ 3,189.35	\$ 12,757.40
342	430-400-018	Winged Concrete Endwalls, U-Type Index 430-040, 18"	EA	6	\$ 3,414.05	\$ 20,484.30
343	430-400-024	Winged Concrete Endwalls, U-Type Index 430-040, 24"	EA	6	\$ 4,599.90	\$ 27,599.40
344	430-400-030	Winged Concrete Endwalls, U-Type Index 430-040, 30"	EA	6	\$ 5,420.01	\$ 32,520.06
345	430-400-036	Winged Concrete Endwalls, U-Type Index 430-040, 36"	EA	4	\$ 7,194.48	\$ 28,777.92
346	430-400-042	Winged Concrete Endwalls, U-Type Index 430-040, 42"	EA	4	\$ 8,105.93	\$ 32,423.72
347	430-400-048	Winged Concrete Endwalls, U-Type Index 430-040, 48"	EA	4	\$ 10,143.78	\$ 40,575.12
348	430-400-115	Winged Concrete Endwalls, 45 Degree Wing Index 430-040, 15"	EA	4	\$ 2,985.51	\$ 11,942.04
349	430-400-118	Winged Concrete Endwalls, 45 Degree Wing Index 430-040, 18"	EA	6	\$ 3,320.96	\$ 19,925.76
350	430-400-124	Winged Concrete Endwalls, 45 Degree Wing Index 430-040, 24"	EA	6	\$ 4,413.72	\$ 26,482.32

Note: The unit costs for all progressive line items (i.e. 15", 18", 24" pipe...) shall reflect a consistent escalation in price, though the amount of each escalation may differ.

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Price Sheet**

351	430-400-130	Winged Concrete Endwalls, 45 Degree Wing Index 430-040, 30"	EA	6	\$ 5,195.31	\$ 31,171.86
352	430-400-136	Winged Concrete Endwalls, 45 Degree Wing Index 430-040, 36"	EA	4	\$ 6,952.13	\$ 27,808.52
353	430-400-142	Winged Concrete Endwalls, 45 Degree Wing Index 430-040, 42"	EA	4	\$ 8,105.93	\$ 32,423.72
354	430-400-148	Winged Concrete Endwalls, 45 Degree Wing Index 430-040, 48"	EA	4	\$ 10,031.43	\$ 40,125.72
355	430-515-100	Straight Concrete Endwalls, 15", Single, 0 Degrees, Round	EA	5	\$ 4,149.14	\$ 20,745.70
356	430-518-100	Straight Concrete Endwalls, 18", Single, 0 Degrees, Round	EA	5	\$ 4,754.23	\$ 23,771.15
357	430-518-200	Straight Concrete Endwalls, 18", Double, 0 Degrees, Round	EA	1	\$ 5,475.83	\$ 5,475.83
358	430-524-100	Straight Concrete Endwalls, 24", Single, 0 Degrees, Round	EA	5	\$ 6,620.39	\$ 33,101.95
359	430-524-200	Straight Concrete Endwalls, 24", Double, 0 Degrees, Round	EA	1	\$ 7,233.35	\$ 7,233.35
360	430-524-300	Straight Concrete Endwalls, 24", Triple, 0 Degrees, Round	EA	1	\$ 8,774.81	\$ 8,774.81
361	430-530-100	Straight Concrete Endwalls, 30", Single, 0 Degrees, Round	EA	2	\$ 8,956.11	\$ 17,912.22
362	430-530-200	Straight Concrete Endwalls, 30", Double, 0 Degrees, Round	EA	1	\$ 9,781.55	\$ 9,781.55
363	430-530-300	Straight Concrete Endwalls, 30", Triple, 0 Degrees, Round	EA	1	\$ 12,278.03	\$ 12,278.03
364	430-536-100	Straight Concrete Endwalls, 36", Single, 0 Degrees, Round	EA	2	\$ 11,947.67	\$ 23,895.34
365	430-536-200	Straight Concrete Endwalls, 36", Double, 0 Degrees, Round	EA	1	\$ 14,025.84	\$ 14,025.84
366	430-536-300	Straight Concrete Endwalls, 36", Triple, 0 Degrees, Round	EA	1	\$ 16,828.36	\$ 16,828.36
367	430-542-100	Straight Concrete Endwalls, 42", Single, 0 Degrees, Round	EA	2	\$ 14,544.36	\$ 29,088.72
368	430-542-200	Straight Concrete Endwalls, 42", Double, 0 Degrees, Round	EA	1	\$ 18,029.84	\$ 18,029.84
369	430-542-300	Straight Concrete Endwalls, 42", Triple, 0 Degrees, Round	EA	1	\$ 21,898.61	\$ 21,898.61
370	430-548-100	Straight Concrete Endwalls, 48", Single, 0 Degrees, Round	EA	2	\$ 17,430.48	\$ 34,860.96
371	430-548-200	Straight Concrete Endwalls, 48", Double, 0 Degrees, Round	EA	1	\$ 21,911.39	\$ 21,911.39
372	430-548-300	Straight Concrete Endwalls, 48", Triple, 0 Degrees, Round	EA	1	\$ 26,687.05	\$ 26,687.05
373	430-554-100	Straight Concrete Endwalls, 54", Single, 0 Degrees, Round	EA	2	\$ 22,370.98	\$ 44,741.96
374	430-554-200	Straight Concrete Endwalls, 54", Double, 0 Degrees, Round	EA	1	\$ 28,965.36	\$ 28,965.36
375	430-560-100	Straight Concrete Endwalls, 60", Single, 0 Degrees, Round	EA	2	\$ 24,410.19	\$ 48,820.38
376	430-560-200	Straight Concrete Endwalls, 60", Double, 0 Degrees, Round	EA	1	\$ 40,234.28	\$ 40,234.28
377	430-566-100	Straight Concrete Endwalls, 66", Single, 0 Degrees, Round	EA	2	\$ 38,552.14	\$ 77,104.28
378	430-566-200	Straight Concrete Endwalls, 66", Double, 0 Degrees, Round	EA	1	\$ 46,072.01	\$ 46,072.01
379	430-610-025	U-Endwall, Index 430-011, 1:6 Slope, 18" Pipe	EA	2	\$ 6,338.36	\$ 12,676.72
380	430-610-029	U-Endwall, Index 430-011, 1:6 Slope, 24" Pipe	EA	4	\$ 7,956.20	\$ 31,824.80
381	430-610-033	U-Endwall, Index 430-011, 1:6 Slope, 30" Pipe	EA	4	\$ 10,639.32	\$ 42,557.28
382	430-611-023	U-Endwall, Index 430-011, Baffles, 1:6 Slope, 15" Pipe	EA	2	\$ 5,802.09	\$ 11,604.18
383	430-611-025	U-Endwall, Index 430-011, Baffles, 1:6 Slope, 18" Pipe	EA	4	\$ 6,506.88	\$ 26,027.52
384	430-611-029	U-Endwall, Index 430-011, Baffles, 1:6 Slope, 24" Pipe	EA	4	\$ 8,751.84	\$ 35,007.36
385	430-611-033	U-Endwall, Index 430-011, Baffles, 1:6 Slope, 30" Pipe	EA	4	\$ 10,807.84	\$ 43,231.36
386	430-612-023	U-Endwall, Index 430-011, Grate, 1:6 Slope, 15" Pipe	EA	2	\$ 9,212.35	\$ 18,424.70
387	430-612-025	U-Endwall, Index 430-011, Grate, 1:6 Slope, 18" Pipe	EA	4	\$ 9,953.86	\$ 39,815.44
388	430-612-029	U-Endwall, Index 430-011, Grate, 1:6 Slope, 24" Pipe	EA	4	\$ 13,366.21	\$ 53,464.84
389	430-612-033	U-Endwall, Index 430-011, Grate, 1:6 Slope, 30" Pipe	EA	4	\$ 15,480.00	\$ 61,920.00

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390	430-613-025	U-Endwall, Index 430-011, Grate & Baffles, 1:6 Slope, 18" Pipe	EA	2	\$ 10,459.75	\$ 20,919.50
391	430-613-029	U-Endwall, Index 430-011, Grate & Baffles, 1:6 Slope, 24" Pipe	EA	4	\$ 14,007.05	\$ 56,028.20
392	430-613-033	U-Endwall, Index 430-011, Grate & Baffles, 1:6 Slope, 30" Pipe	EA	4	\$ 16,120.83	\$ 64,483.32
393	430-830	Pipe Filling and Plugging - Place Out of Service	CY	100	\$ 411.12	\$ 41,112.00
394	430-982-123	Mitered End Section, Optional Round, 15" CD	EA	6	\$ 2,458.02	\$ 14,748.12
395	430-982-125	Mitered End Section, Optional Round, 18" CD	EA	40	\$ 2,835.76	\$ 113,430.40
396	430-982-129	Mitered End Section, Optional Round, 24" CD	EA	10	\$ 3,341.93	\$ 33,419.30
397	430-982-133	Mitered End Section, Optional Round, 30" CD	EA	10	\$ 6,124.88	\$ 61,248.80
398	430-982-138	Mitered End Section, Optional Round, 36" CD	EA	10	\$ 7,740.66	\$ 77,406.60
399	430-982-140	Mitered End Section, Optional Round, 42" CD	EA	6	\$ 9,554.30	\$ 57,325.80
400	430-982-141	Mitered End Section, Optional Round, 48" CD	EA	6	\$ 11,276.23	\$ 67,657.38
401	430-982-142	Mitered End Section, Optional Round, 54" CD	EA	6	\$ 18,977.57	\$ 113,865.42
402	430-982-143	Mitered End Section, Optional Round, 60" CD	EA	4	\$ 22,404.24	\$ 89,616.96
403	430-982-144	Mitered End Section, Optional Round, 66" CD	EA	4	\$ 25,212.99	\$ 100,851.96
404	436-1-1	Trench Drain, Standard	LF	500	\$ 614.05	\$ 307,025.00
405	440-1-20	Underdrain, Type 2	LF	26,000	\$ 85.25	\$ 2,216,500.00
406	440-73-1	Underdrain Outlet Pipe, 4"	LF	1,300	\$ 54.04	\$ 70,252.00
407	440-73-2	Underdrain Outlet Pipe, 6"	LF	26,000	\$ 57.30	\$ 1,489,800.00
408	440-73-3	Underdrain Outlet Pipe, 8"	LF	1,300	\$ 62.48	\$ 81,224.00
409	440-73-4	Underdrain Outlet Pipe, 10"	LF	1,300	\$ 68.10	\$ 88,530.00
410		Removal of Existing Underdrain within the Roadway (3' Wide Cut)	LF	26,000	\$ 52.95	\$ 1,376,700.00
411		Sheet Piling Steel - Temporary	SF	2,500	\$ 42.00	\$ 105,000.00
412		Sheet Piling Steel - Permanent	SF	2,500	\$ 56.16	\$ 140,400.00
413	515-1-1	Pipe Handrail - Guiderail, Steel	LF	100	\$ 120.00	\$ 12,000.00
414	515-1-2	Pipe Handrail - Guiderail, Aluminum	LF	100	\$ 80.39	\$ 8,039.00
415	515-1-41	Pipe Handrail - Guiderail, Relocate, Steel	LF	100	\$ 117.00	\$ 11,700.00
416	515-1-42	Pipe Handrail - Guiderail, Relocate, Aluminum	LF	100	\$ 90.99	\$ 9,099.00
417	515-2-211	Pedestrian / Bicycle Railing, Steel, 42" Type 1	LF	100	\$ 108.00	\$ 10,800.00
418	515-2-221	Pedestrian / Bicycle Railing, Steel, 54" Type 1	LF	100	\$ 118.50	\$ 11,850.00
419	515-2-231	Pedestrian / Bicycle Railing, Steel, 48" Type 1	LF	100	\$ 113.25	\$ 11,325.00
420	515-2-311	Pedestrian / Bicycle Railing, Aluminum, 42" Type 1	LF	100	\$ 96.00	\$ 9,600.00
421	515-2-321	Pedestrian / Bicycle Railing, Aluminum, 54" Type 1	LF	100	\$ 111.00	\$ 11,100.00
422	515-2-500	Pedestrian / Bicycle Railing, Relocate	LF	100	\$ 57.00	\$ 5,700.00
423	520-1-7	Concrete Curb & Gutter, Type E	LF	1,500	\$ 44.13	\$ 66,195.00
424	520-1-10	Concrete Curb & Gutter, Type F	LF	1,500	\$ 42.18	\$ 63,270.00
425		City Standard Curb & Gutter	LF	1,500	\$ 36.48	\$ 54,720.00
426	520-2-2	Concrete Curb Type B	LF	500	\$ 47.13	\$ 23,565.00
427	520-2-4	Concrete Curb Type D	LF	500	\$ 47.13	\$ 23,565.00
428	520-2-8	Concrete Curb Type RA	LF	250	\$ 50.73	\$ 12,682.50

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Price Sheet**

429	520-3	Concrete Valley Gutter	LF	250	\$ 50.13	\$ 12,532.50
430	520-5-11	Traffic Separator Concrete - Type I, 4' Wide	LF	250	\$ 60.78	\$ 15,195.00
431	520-5-12	Traffic Separator Concrete - Type I, 6' Wide	LF	250	\$ 77.46	\$ 19,365.00
432	520-5-16	Traffic Separator Concrete - Type I, 8.5' Wide	LF	250	\$ 94.29	\$ 23,572.50
433	520-5-41	Traffic Separator Concrete - Type IV, 4' Wide	LF	250	\$ 64.53	\$ 16,132.50
434	520-5-42	Traffic Separator Concrete - Type IV, 6' Wide	LF	250	\$ 80.76	\$ 20,190.00
435	520-5-46	Traffic Separator Concrete - Type IV, 8.5' Wide	LF	250	\$ 97.74	\$ 24,435.00
436	520-6	Concrete Shoulder Gutter	LF	250	\$ 54.01	\$ 13,502.50
437	522-1	Concrete Sidewalk and Driveways, 4" Thick	SY	1,000	\$ 71.45	\$ 71,450.00
438	522-2	Concrete Sidewalk and Driveways, 6" Thick	SY	100	\$ 87.12	\$ 8,712.00
439	524-1-1	Concrete Ditch Pavt, Non Reinforced, 3"	SY	25	\$ 148.33	\$ 3,708.25
440	527-2	Detectable Warnings	SF	300	\$ 57.00	\$ 17,100.00
441	530-3-4	Riprap, Rubble, F&I, Ditch Lining	TN	70	\$ 142.09	\$ 9,946.30
442	530-3-8	Riprap, Rubble, Remove Existing and Reinstall	CY	1,000	\$ 173.81	\$ 173,810.00
443	536-1-0	Guardrail- Roadway, General/Low Speed TL-2	LF	200	\$ 53.13	\$ 10,626.00
444	536-1-1	Guardrail- Roadway, General TL-3	LF	200	\$ 41.94	\$ 8,388.00
445	536-1-3	Guardrail- Roadway, Double Face	LF	200	\$ 49.58	\$ 9,916.00
446	536-5-1	Rub Rail for Guardrail, Single Sided Rub Rail	LF	200	\$ 25.64	\$ 5,128.00
447	536-5-2	Rub Rail for Guardrail, Double Sided Rub Rail	LF	200	\$ 28.08	\$ 5,616.00
448	536-6	Pipe Rail for Guardrail	LF	200	\$ 38.96	\$ 7,792.00
449	536-73	Guardrail Removal	LF	600	\$ 8.63	\$ 5,178.00
450	538-1	Guardrail Reset	LF	600	\$ 18.17	\$ 10,902.00
451	550-10-110	Fencing, Type A, 0-5', Standard	LF	500	\$ 16.88	\$ 8,440.00
452	550-10-118	Fencing, Type A, 0-5', Standard, Reset Existing	LF	250	\$ 13.22	\$ 3,305.00
453	550-10-210	Fencing, Type B, 0-5', Standard	LF	500	\$ 28.92	\$ 14,460.00
454	550-10-218	Fencing, Type B, 0-5', Standard, Reset Existing	LF	250	\$ 38.46	\$ 9,615.00
455	570-1-1	Performance Turf	SY	10,000	\$ 1.13	\$ 11,300.00
456	570-1-2	Performance Turf, Sod	SY	10,000	\$ 9.38	\$ 93,800.00
457	570-1-116	Performance Turf, Sodding - Bahia Argentine	SY	10,000	\$ 10.28	\$ 102,800.00
458	570-1-119	Performance Turf, Sodding - St Augustine Floratam	SY	10,000	\$ 9.38	\$ 93,800.00
459	706-1-3	Raised Pavement Marker, Type B	EA	20	\$ 30.00	\$ 600.00
460	710-11-101	Temporary Painted Pavement Markings, Standard, White, Solid, 6"	GM	1	\$ 3,305.40	\$ 3,305.40
461	710-11-123	Temporary Painted Pavement Markings, Standard, White, Solid, 12"	LF	200	\$ 3.47	\$ 694.00
462	710-11-125	Temporary Painted Pavement Markings, Standard, White, Stop/X-Walk	LF	200	\$ 5.06	\$ 1,012.00
463	710-11-131	Temporary Painted Pavement Markings, Standard, White, Skip, 10-30 or 3-9, 6"	GM	1	\$ 3,305.40	\$ 3,305.40
464	710-11-160	Temporary Painted Pavement Markings, Standard, White, Message or Symbol	EA	10	\$ 75.00	\$ 750.00
465	710-11-170	Temporary Painted Pavement Markings, Standard, White, Arrows	EA	10	\$ 37.50	\$ 375.00

Note: The unit costs for all progressive line items (i.e. 15", 18", 24" pipe...) shall reflect a consistent escalation in price, though the amount of each escalation may differ.

ORIGINAL

**Bid No. 21/22-49, Drainage Repair And/Or New Public Works Construction
Price Sheet**

466	710-11-201	Temporary Painted Pavement Markings, Standard, Yellow, Solid, 6"	GM	1	\$ 3,305.40	\$ 3,305.40
467	710-11-231	Temporary Painted Pavement markings, Standard, Yellow, Skip, 6"	GM	1	\$ 3,305.40	\$ 3,305.40
468	711-11-123	Thermo, Standard, White, Solid, 12" for X-Walk and Roundabout	LF	250	\$ 9.15	\$ 2,287.50
469	711-11-125	Thermo, Standard, White, Solid, 24" for Stop Line and X-Walk	LF	500	\$ 11.55	\$ 5,775.00
470	711-11-160	Thermo, Standard, White, Message or Symbol	EA	10	\$ 195.00	\$ 1,950.00
471	711-11-170	Thermo, Standard, White, Arrow	EA	10	\$ 217.50	\$ 2,175.00
472	711-16-101	Thermo, Standard - Other Surfaces, White, Solid 6"	GM	1	\$ 13,401.00	\$ 13,401.00
473	711-16-131	Thermo, Standard - Other Surfaces, White, Skip, 6", 10-30 or 3-9 Lane Drop	GM	1	\$ 12,213.00	\$ 12,213.00
474	711-16-201	Thermo, Standard- Other Surfaces, Yellow, Solid 6"	GM	1	\$ 13,402.50	\$ 13,402.50
475	711-17-1	Thermo, Remove Existing Thermo Pavement Markings - Surface to Remain	SF	50	\$ 42.00	\$ 2,100.00
476		High Density Polyurethane Foam (HDPF)	Gal	40,000	\$ 144.25	\$ 5,770,000.00
477		A-3 Fill (Contingency item, delivered, hauled and placed)	CY	5,000	\$ 30.90	\$ 154,500.00
478		Grading Roadside Shoulders	SY	2,000	\$ 15.40	\$ 30,800.00
479		New Earth Line Ditch	CY	100	\$ 36.27	\$ 3,627.00
480		Utility Adjustment	EA	50	\$ 7,924.64	\$ 396,232.00
481		As-Built Drawing (24" x 36" construction drawing)	EA	30	\$ 6,543.00	\$ 196,290.00
482		Video Record (Per job site)	EA	60	\$ 556.05	\$ 33,363.00
TOTALS					\$ 1,795,013.46	\$ 27,608,116.30

*The Bid shall be awarded based on the lowest responsive and responsible bid for the total Unit Cost Prices. The estimated quantities and total extended costs are for determining bid bond amount only.

Total Unit Cost Written in Words: One Million, Seven Hundred Ninety Five Thousand, Thirteen Dollars and Forty-Six Cents

Company Name: Kirby Development, Inc.

Proposals require a five (5%) percent bid bond and may not be withdrawn after the scheduled opening time for a period of thirty (30) days. The term bid bond shall include bonds or cashier or certified checks payable to the County.

Note: The unit costs for all progressive line items (i.e. 15", 18", 24" pipe...) shall reflect a consistent escalation in price, though the amount of each escalation may differ.

Attachment C
Anti-Lobbying
Certification

ANTI-LOBBYING CERTIFICATION

The undersigned Consultant certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant, Peter B. Kirby, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Firm's Authorized Official

Peter B. Kirby, President

Name and Title of Firm's Authorized Official

6-9-2022

Date

Attachment D
Certification Regarding
Debarment, Suspension,
Ineligibility

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

The Consultant certifies that:

1. This Contract is a covered transaction for purposes of 2 CFR, Part 180. As such, the Consultant is required to verify that none of the Consultant, its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).
2. The Consultant must comply with 2 CFR Part 180, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 CFR Part 180, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.
4. The Consultant agrees to comply with the requirements of 2 CFR Part 180, subpart C while this proposal is valid and throughout the period of any contract that may arise from this proposal. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to Consultant of this Certification completed by its subconsultants.

FIRM NAME: Kirby Development, Inc

ADDRESS: 108 Lee Road, Jacksonville, Florida 32225

FIRM'S AUTHORIZED OFFICIAL:

<u>Peter B. Kirby</u>	<u>President</u>	<u></u>	<u>6-9-2022</u>
Name	Title	Signature	Date

Attachment E

ARPA Federal Guidelines

COMPLIANCE WITH ARPA FEDERAL GUIDELINES

1) The Contractor agrees to comply with the requirements of section 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2, regulations adopted by the Treasury pursuant to section 603(f) of the Act, and guidance issued by the Treasury regarding the foregoing. To the extent applicable, the Contractor also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and the Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to the Agreement. As used herein, the term “Contractor” means the vendor or other party to the Agreement with the County providing construction, labor, materials, professional services, and/or equipment to the County thereunder.

2) In performance of the Agreement, Contractor agrees to comply with the following statutes and regulations prohibiting discrimination:

a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

b) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

e) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

3) Equal Employment Opportunity. The Contractor shall comply with Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations 41 C.F.R. Chapter 60. In accordance with 41 C.F.R. §60-1.4(b), the Contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of the Agreement, the Contractor agrees as follows:

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- c) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- d) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- e) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- f) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- g) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- h) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract

may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- i) The Contractor will include provisions (a) through (i) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4) Copeland Anti-Kickback Act. Contractor shall comply with the Copeland “Anti-Kickback” Act, 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 CFR Part 3 as may be applicable to the services/work, which are incorporated herein by reference.

5) Davis-Bacon Act. Should the Agreement become subject to the Davis-Bacon Act, the Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)).

6) Contract Work Hours and Safety Standards Act. The Contractor, as applied to the employment of mechanics and laborers, shall comply with 40 U.S.C. §§ 3702, as supplemented by the Department of Labor regulations at 29 C.F.R. part 5(b):

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

b) Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (a) of this section, the Contractor, its contractor(s) or any subcontractor(s) responsible therefor shall be liable for the unpaid wages. In addition, such Contractor, contractor(s) and subcontractor(s) shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section.

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

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

7) Clean Air Act and Federal Water Pollution Control Act.

a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required.

b) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251-1387. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required.

8) Energy Efficiency/Conservation (44 C.F.R. §13.36(i)(13)). The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

9) Debarment and Suspension. This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 CFR §180.995) or its affiliates (defined at 2 CFR §180.905) are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935). Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the County, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. This bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

11) Domestic Preferences for Procurements 2 CFR §200.322. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Attachment F
Appendix II to Part 200

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

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

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

(G) Clean Air Act ([42 U.S.C. 7401-7671q.](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with

obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See [§ 200.323](#).

(K) See [§ 200.216](#).

(L) See [§ 200.322](#).

[[78 FR 78608](#), Dec. 26, 2013, as amended at [79 FR 75888](#), Dec. 19, 2014; [85 FR 49577](#), Aug. 13, 2020]

DOMESTIC PREFERENCE FOR PROCUREMENTS

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

For purposes of this clause:

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

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

* Appendix II located in Code of Federal Regulations (CFR) Title 2 - Grants and Agreements Subtitle A - Office of Management and Budget Guidance for Grants and Agreements CHAPTER II - OFFICE OF MANAGEMENT AND BUDGET GUIDANCE PART 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS Subpart F - Audit Requirements Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards