

**CONTRACT FOR CONSTRUCTION**  
**(Cooperative Purchase Quote Based)**

THIS CONTRACT FOR CONSTRUCTION ("Contract") is entered on this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **City of Lake Worth Beach**, a Florida municipal corporation with its primary office located at 7 N. Dixie Highway, Lake Worth Beach, FL 33460 ("City"), and **The Watts Group, LLC**, a limited liability company authorized to do business in the State of Florida with its primary office located at 8310 N River Highlands PL, Tampa, FL 33617 ("Contractor").

WHEREAS, Sourcewell, a State of Minnesota local government entity, issued an invitation for bid for an indefinite delivery-indefinite quantity construction contract which can be utilized by participating entities like the City of Lake Worth Beach ("IFB"); and

WHEREAS, Sourcewell advertised the IFB in Palm Beach County in compliance with Florida Statutes and received a responsive bid from the Contractor with unit pricing for general contractor construction services; and

WHEREAS, Sourcewell awarded the IFB to the Contractor (Contract #FL-R6-GC-092524-WATT) inclusive of the General Terms and Conditions and Contract Documents identified therein) based on the Contractor's responsive bid ("Sourcewell Agreement"); and

WHEREAS, the City requested and obtained a quote from the Contractor based on the Sourcewell Agreement to provide construction work associated with site preparation, underground utilities (excluding electrical and data), dewatering, termite treatment, and structural concrete foundations required for the installation of the new modular buildings at the Lake Worth Beach Casino property (generally located at 10 S. Ocean Blvd., Lake Worth Beach, FL 33460) ("Quote"); and

WHEREAS, the City desires to accept the Contractor's Quote for the Project; and

WHEREAS, the City finds entering this Contract with the Contractor for all work set forth herein serves a valid public purpose.

NOW THEREFORE, the City hereby engages the Contractor, and in consideration of the mutual promises herein contained, the sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

**Article 1. DEFINITIONS.**

1.1 Contract Documents. The Contract Documents are incorporated herein by reference as if originally set forth in this Contract, and comprise the entire agreement between the City and Contractor. The Contract Documents consist of this Contract, the Contractor's Quote (which is attached hereto as **Exhibit "A"**); the Sourcewell Agreement (Contract # FL-R6-GC-092524-WATT inclusive of the General Terms and Conditions and Contract Documents identified therein), and any duly executed and issued Change Orders, Work Directive Changes, Field Orders and amendments relating thereto. If, during the performance of the work, the Contractor finds an ambiguity, error or discrepancy in the Contract Documents, the Contractor shall so notify the City, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error or discrepancy by the Contractor. The City will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy or error.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

First Priority:	Duly executed Change Orders
Second Priority:	This Contract
Third Priority:	Sourcwell Agreement (inclusive of the General Terms and Conditions and Contract Documents identified therein)
Fourth Priority:	Contractor's Quote (Exhibit "A")

1.2 Contract Administrator. Whenever the term Contract Administrator is used herein, it is intended to mean **the Asst. Director of Public Works or designee, City of Lake Worth Beach, Florida**. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all determinations that result in an increase in Contract Time and/or an increase in the Contract Price, shall require a formal Change Order executed by the City Manager or the City Council (depending on the authority set forth in the City's Procurement Code).

1.3 Contract Price. The total Contract Price is **Seven Hundred Sixty-Two Thousand Six Hundred Twelve Dollars and One/100 cents (\$762,612.01)**. The City shall not reimburse the Contractor for any additional costs incurred as a direct or indirect result of the Contractor performing the work under this Contract unless the Contractor receives prior written approval from the City's Contract Administrator. The Contract price shall be payable in accordance with paragraph 3 of this Contract.

1.4 Work. The Work under the Contract Documents shall consist of all goods and services necessary for the Contractor to complete all Work associated with site preparation, underground utilities (excluding electrical and data), dewatering, termite treatment, and structural concrete foundations required for the installation of the new modular buildings at the Lake Worth Beach Casino property (generally located at 10 S. Ocean Blvd., Lake Worth Beach, FL 33460) and as set forth in the Contractor's Quote (Exhibit "A"). The Contractor's Work set forth in Exhibit "A" shall be performed consistent with this Contract and the Sourcwell Agreement inclusive of the General Terms and Conditions and Contract Documents identified therein. The City acknowledges and accepts that the Contractor's Quote (Exhibit "A"), including all scope clarifications, assumptions, exclusions, limitations, and defined responsibilities, forms the basis of the Contractor's pricing and performance obligations. The Contractor shall not be required to perform any work, services, or responsibilities not expressly included in Exhibit "A" unless authorized by a written Change Order executed by both parties. If the Contract Documents are silent, unclear, or inconsistent regarding a specific task, responsibility, or condition, the clarifications, assumptions, and exclusions contained in Exhibit "A" shall govern the Contractor's obligations and shall be used to interpret the scope of the Work and the associated with the Contract Price.

## **Article 2. CONTRACT TIME; PUNCH-LIST; LIQUIDATED DAMAGES.**

2.1 Upon Contractor's receipt of a completed, coordinated, approved and fully permitted set of construction documents for the Work, the City shall issue a notice to proceed or purchase order to the Contractor. Substantial completion of the Work shall be within **90 calendar days** from the notice to proceed or City issued purchase order (whichever is earlier). Final completion of all Work and all punch-list items (if any) shall be within **120 calendar days** from the notice to proceed or City issued purchase order (whichever is earlier). The foregoing timeframes are subject to a force majeure event as set forth in Article 8 (below).

2.2 At least ten (10) days prior to reaching substantial completion, the Contractor shall create a proposed punch-list of items that must be completed by the Contractor prior to submitting its

final payment request. The Contractor's proposed punch-list must include all items of Work which remain to be completed and the estimated cost to complete each Work item on the list. Upon receipt of the Contractor's proposed punch-list, the City will have ten (10) days to review, make modifications, or agree to the proposed punch-list. If the City does not make any modifications to the Contractor's proposed punch-list within ten (10) days of receipt, the proposed punch-list will be deemed accepted by the City. The City's Contract Administrator or designee will resolve any disputes in the punch-list and determine the final punch-list for the parties no later than 30-days from the date the Contractor is determined to have reached substantial completion. Once the punch-list is accepted by the City and finalized by the City's Contract Administrator or designee, the final punch-list will be delivered to the Contractor. Thereafter, the Contractor will have thirty (30) days to complete all items on the finalized punch-list and all Work (unless additional time is provided in accordance with the Contract Documents for final completion). The failure of either party to include any corrective work or pending items on the finalized punch-list does not alter the responsibility of the Contractor to complete all construction services in accordance with the Contract Documents (or applicable work order). The Contractor's proposed punch-list and responses by the City may be by informal written notice by: (1) email (with delivery receipt requested and received); (2) hand-delivery (with proof of hand-delivery); (3) by certified mail (RRR); or, (4) by national overnight courier utilizing the contact information set forth above in this Agreement. Proof of delivery shall be kept by the party providing the informal written notice to the other party.

- 2.3 **Liquidated Damages.** The City and Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss if the Work described in the Contract Documents is not completed within the times specified in paragraph 2.1 above subject to an extension of time for a force majeure event. The City and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the Work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City Five Hundred Dollars (\$500.00) for each day that expires after the times specified in paragraph 2.1 above.

### Article 3. PAYMENT PROCEDURES

- 3.1 Generally. The Contractor shall submit invoices detailing all Work completed and in place and all materials installed for the Project. The invoices shall be consistent with the Contractor's quote (Exhibit "A") in terms of payment timeframes. The Contractor's invoices shall be submitted to:

City of Lake Worth Beach  
Attn: Finance Department/Procurement Division  
7 N. Dixie Highway  
Lake Worth Beach, FL 33460

With a copy to: Mina Tawadros, Asst. Director Public Works at:  
[mtawadros@lakeworthbeachfl.gov](mailto:mtawadros@lakeworthbeachfl.gov)

The City's Contract Administrator or designee will review each invoice submitted by the Contractor. If approved by the City's Contract Administrator or designee, the City will make payment in accordance with the Contractor's Quote (Exhibit "A") and Florida's Prompt Payment

Act (for construction services), section 218.735, Florida Statutes (2025). If an invoice is not approved, the City will notify the Contractor within twenty (20) business days of the City's receipt and identify the action necessary to correct the invoice or a deficiency.

### 3.2 **CHANGE ORDER FOR CHANGE IN CONTRACT PRICE (REQUESTED BY THE CITY).**

3.2.1 Pursuant to section 218.755, Florida Statutes (2025), for any Change Order(s) where there is an addition and/or revision in the Work that increases the Contract Price and said addition and/or revision is requested by the City, the Contractor shall complete the Change Order form (attached as **Exhibit "B"** hereto and incorporated by reference), execute the form, and submit the form to the City's Contract Administrator with all supporting documentation attached. The supporting documentation shall include any price quote(s) or other documentation establishing the increase in the Contract Price (and any related extension of the Contract Time), the cost of the additional Work and/or revised Work, the Contractor's Fee (if applicable), and all necessary documents for permitting including, but not limited to, engineered drawings, specifications, and product approvals.

3.2.2 Upon receipt of the completed and executed Change Order form from the Contractor with the supporting documentation, the City's Contract Administrator or designee will review the same and either deny the Change Order or process the Change Order for approval. **The City will send a written notice to the Contractor within thirty-five (35) days after receipt of the properly completed and executed Change Order form as to whether the same has been approved or denied.**

3.2.3 If the Change Order is denied, the City will specify in the written notice to the Contractor any alleged deficiencies in the Change Order and the actions necessary for the Contractor to remedy the same. If the City timely notifies the Contractor that a Change Order is denied (or the Change Order form submitted by the Contractor otherwise fails to conform to all statutory requirements or the requirements set forth herein), the Contractor may resubmit the completed and executed Change Order form after all deficiencies have been corrected and the timeframe set forth herein for the City's written notice of approval or denial will start anew.

3.2.4 If the Change Order is approved, the Contractor shall include the additional and/or revised Work covered by the Change Order in the appropriate invoice or pay application for payment consistent with this Agreement.

3.2.5 If the City fails to provide a timely written notice to the Contractor as set forth in this paragraph and the Change Order form is properly submitted, completed, and executed by the Contractor as required by this Agreement, the Change Order will be deemed approved and the Contractor shall be paid for the additional and/or revised Work covered by the Change Order once the additional and/or revised Work is completed.

3.2.6 The Contractor shall submit the completed and executed Change Order form to the City's Contract Administrator or designee by: (1) email (with delivery receipt requested and received); (2) hand-delivery (with proof of hand-delivery); (3) by certified mail (RRR); or, (4) by national overnight courier utilizing the contact information set forth above in this Agreement.

3.2.7 The City shall send the City's written notice required in this paragraph to the

Contractor by: (1) email (with delivery receipt requested and receipt received); (2) by hand-delivery (with proof of hand-delivery); (3) by certified mail (RRR); or, (4) by national overnight courier utilizing the contact information set forth above in this Agreement.

3.2.8 All Contractor proposed Change Orders or Change Orders for only an increase in the Contract Time shall be handled as agreed upon between the City's Contract Administrator or designee and the Contractor; however, all Change Orders shall include the following language: *The Contractor and the City agree that this CHANGE ORDER represents the complete agreement of the parties with respect to the Work as modified herein as of the date of this CHANGE ORDER. By approving this Change Order, the Contractor releases any and all claims that it may have against the City under the subject Contract Documents including, but not limited to claims for equitable adjustments, which occurred or accrued prior to the effective date of this CHANGE ORDER except those claims made in writing to the City prior to the effective date of this CHANGE ORDER.*

3.2.9 The City acknowledges that unsuitable soils beyond excavation limits, expanded dewatering, unknown or incorrectly shown utilities in the City's permitted plans, permitting driven changes, and design revisions are excluded from the Contractor's scope of Work set forth in Exhibit "A". If any of these conditions arise, the Contractor will promptly request a Change Order with for additional labor, materials, equipment, and time prior to proceeding with the additional scope of Work. The Contractor's request for Change Order shall include reasonable documentation to support the requested scope of Work including without limitation pricing for all additional labor, materials, and equipment. Upon verification by the City that the stated condition(s) exist, the City will promptly review the Change Order either request approval by the appropriate approval authority or promptly notify the Contractor of any issues with the proposed Change Order. The City's appropriate approval authority is the City Manager for a Change Order or combination of Change Orders that do not exceed \$50,000 (Fifty Thousand Dollars).

- 3.3 Final Payment. Upon final completion and acceptance of all of the Work in accordance with the Contract Documents (including all punch-list items) and final inspection by the City, the Contractor shall submit a "final invoice" to the City. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all Work and the Project have been properly completed and all charges have been invoiced to the City. The FINAL invoice shall include a request for payment of all retainage. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the City shall pay the remainder of the Contract Price including any amount held as retainage.
- 3.4 Notwithstanding the foregoing, the City shall not be required to pay the Contractor or release any amount of retainage to the Contractor that is subject of a good faith dispute, the subject of any claim by the Contractor or anyone employed by or utilized by the Contractor for the Project, or otherwise the subject of a claim or demand by the City.
- 3.5 Acceptance of final payment by the Contractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

#### Article 4. SUBCONTRACTS AND INDEPENDENT CONTRACTOR.

**There are no identified subcontractors for the Project.** The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the work under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City. All of the work required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the work shall be fully qualified and authorized or permitted under federal, state and local law to perform such work.

#### **Article 5. CONTRACTOR'S REPRESENTATIONS**

In order to induce the City to enter into this Contract, the Contractor makes the following representations:

5.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.

5.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

5.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

5.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

5.5 If applicable, the Contractor has given the City Contract Administrator written notice of all conflicts, errors or discrepancies that the Contractor has discovered in the Contract Documents and the written resolution thereof (if any) by the City is acceptable to the Contractor.

5.6 The Contractor's representations set forth in this Article 5 do not extend to subsurface conditions, soil interpretation, groundwater behavior, unknown or incorrectly shown utilities on the City's permitted plans, or any concealed condition outside the Contractor's reasonable control. The Contractor will not be responsible for identifying, guaranteeing, or correcting such conditions beyond the limits of excavation described in the Contractor's Quote at Exhibit "A"; however, the Contractor shall promptly bring such conditions to the attention of the City or its representative upon knowledge of the same.

#### **Article 6. INDEMNITY, INSURANCE, BOND AND WARRANTY.**

6.1 The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the City and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract. Notwithstanding the foregoing, the Contractor shall not be responsible for damages arising from or related to the negligence of the City, its employees, its consultants, representatives or agents.

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The City shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. Contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

6.2 Prior to commencing any work, the Contractor shall provide proof of insurance coverage as required in the Sourcwell Agreement's terms and conditions. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the City and the Contractor. All such insurance policies may not be modified or terminated without the express written authorization of the City.

The commercial general liability and automobile policies will name the City as an additional insured on primary, non-contributory basis and proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount, and

classification as required for strict compliance with this section and the Sourcewell Agreement. Failure to comply with the foregoing requirements shall not relieve Contractor of its liability and obligations under this Contract.

6.3 Contractor hereby waives any and all rights to subrogation against the City, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

6.4 Public Construction Bond. Within ten (10) days following the City's and the Contractor's execution of this Contract, the Contractor shall provide a Public Construction Bond pursuant to section 255.05, Florida Statutes ("Bond"), which shall satisfy the following minimum qualifications:

- a. The Bond shall name the City as Owner;
- b. The Bond shall be in the amount of 100% of this Contract as may be amended by Change Order;
- c. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.
- d. The Surety Company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
- e. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
- f. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time of Contractor's Quote to the City.
- g. The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.
- h. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:
  - (i) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.
  - (ii) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.
- i. The Bond shall be in the same format as the bond form set forth in **Exhibit "C"**, which is incorporated herein by reference.
- j. The executed Bond shall be recorded in the Official Records of Palm Beach County by the Contractor and a certified copy of the recorded Bond provided to the City prior to the commencement of any construction work. The City will not pay for any Work until it



has received a certified copy of the recorded Bond.

- k. If the Surety is declared bankrupt, becomes insolvent, its right to do business in the State is terminated or it ceases to meet the requirements set forth above, the Contractor shall within thirty days after notification by the City substitute another Bond and surety company, at no cost to the City, meeting the above requirements.

6.5 Warranty. Unless the Contractor's Quote or the applicable manufacturer provides a longer warranty period, the Contractor warrants and guarantees to the City that all Work provided under the Contract Documents by the Contractor shall be performed in accordance with the Contract Documents and all materials and parts supplied under the Contract Documents shall be free from all defects for one (1) year from the final completion of the Work. The Contractor shall provide the City any and all manufacturers' warranties for the goods and services being provided under the Contract Documents and shall be responsible for coordinating all such warranties until final acceptance which warranties are within the Contractor's scope of Work as set forth in Exhibit "A" or by fully executed Change Order(s). Upon receipt of written notice from the City of any non-conforming Work or any defect in any such equipment, materials, or labor during the applicable warranty period, the Contractor shall correct, repair, replace, or otherwise remedy, at its sole cost and expense, any nonconforming or defective Work discovered, including all associated access, removal, reinstallation, patching, finishing, testing, and re-inspection necessary to deliver conforming Work at a time and in a manner acceptable to the City. The Contractor agrees to pay for all transportation and handling costs of returned materials, if required, for repair or replacement. The Contractor's warranty in this Article 6 shall not apply to failures in the Work that arise from or relate to failures related design deficiencies or work by third parties not under the control or under contract with the Contractor.

Should the Contractor fail to promptly make the necessary repair, replacement, and tests, City may perform or cause to be performed the same at the Contractor's expense. The Contractor shall perform such tests as City may require verification that such repairs and replacements comply with the requirements of the Contract Documents. All costs incidental to such repair, replacement, and testing, including the removal, replacement, and reinstallation of equipment and materials necessary to gain access, shall be borne exclusively by the Contractor.

The Contractor shall commence Work to remedy or replace the defective, deficient Work within five (5) business days after receiving written (including transmittals by email) notice from the City. If the Contractor fails to remedy or remove or replace that Work or material which has been found to be defective, then the City may remedy or replace the defective or deficient Work at the Contractor's expense; provided, however, all repairs to natural gas, telephone, radio, computer security, water, electric, air conditioning services and all emergency services shall be commenced within forty-eight (48) hours of notification, and Contractor shall complete the repairs in an expeditious manner befitting the nature of the deficiency. The Contractor shall immediately pay the expenses incurred by the City for remedying the defects. If the City is not paid within ten (10) calendar days, the City may pursue any and all legal or equitable remedies it may have against the Contractor.

The Contractor is required to provide a designated telephone number for warranty related emergencies which occur outside the normal workday. The Contractor is solely responsible for ensuring that all warranty Work is completed in the manner described above. If the City agrees, in writing, a subcontractor may be the point of contact for notices regarding warranty items, but such agreement shall not absolve the Contractor of its responsibility.

24.8 The terms of this section shall not modify, restrict or limit the City's other available remedies or restrict, limit or be construed as the sole or exclusive remedy for defective performance or failure to

meet all of Contractor's obligations under the Contract Documents. This section shall not relieve the Contractor of its responsibilities for the performance of the original Work in accordance with the requirements of the Contract Documents and will not limit the City's remedies at law, in equity or under the Contract Documents. Additionally, the terms of a later signed manufacturer's warranty shall not modify or abridge the Contractor's warranties (express or implied), Contractor's performance, or Contractor's duties and liabilities under the Contract Documents and the warranties therein and shall not limit or restrict the City's remedies or damages at law, in equity, or under Contract Documents.

The Contractor shall deliver to City all original manufacturer and trade warranties and guarantees, properly executed and assignable to City, with effective dates not earlier than Substantial Completion (unless required for startup/commissioning). The Contractor remains responsible for coordinating and pursuing manufacturer remedies until final completion of the Project; use of a manufacturer's warranty does not relieve Contractor of obligations under the Contract Documents.

To the extent applicable, Contractor shall flow down these warranty obligations to all Subcontractors and shall remain the single point of responsibility to the City, regardless of tier. The use of subcontractors does not diminish the Contractor's warranty obligations.

The Contractor and its surety or sureties shall be liable for the satisfaction and full performance of the Contractor, completion of the project and the warranties therein and any damage to other parts of the Work caused by the Contractor's failure to perform pursuant to the Contract Documents and this Contract.

The Contractor shall maintain records of each warranty claim, proposed remedy, dates of response, permits/inspections (if any), and completion confirmation, and shall promptly submit a closeout report upon completion of corrective work to the City (but no later than ten (10) business days).

For avoidance of doubt, the provisions of this section shall survive the termination or expiration of the Contract Documents.

#### Article 7. INDEPENDENT CONTRACTOR.

No relationship of employer or employee is created by this Contract; it being understood that Contractor will act hereunder as an independent contractor and none of the Contractor's, officers, directors, employees, independent contractors, representatives or agents performing services for Contractor shall have any claim under the Contract Documents or otherwise against the City for compensation of any kind. The relationship between the City and Contractor is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

#### Article 8. FORCE MAJEURE.

Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, epidemics, strikes, labor disputes, accidents, significant weather events lasting longer than three (3) days, unreasonable delays by permitting agencies, design professionals, utility providers, modular building vendors, inspectors, and governmental laws, ordinances, rules, or regulations. The Contractor or the City may suspend its performance under this Contract as a result of a force majeure without being in default of this Contract, but upon the removal of such force majeure, the Contractor or City shall resume its performance as soon as is reasonably possible. Upon the Contractor's request, the City shall consider the facts and extent of any failure to perform the work and, if the Contractor's failure

to perform was without its fault or negligence, the schedule may be revised accordingly, subject to the City's rights to change, terminate, or stop any or all of the work at any time. No extension shall be made for delay occurring more than five (5) days before a notice of delay or claim therefore is made in writing to the City. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary. Failure to timely provide notice of any delay shall waive the delay until notice is properly provided in accordance with this provision and the Contract. If an extension of time is granted, the Contract Time will be extended on a day for day basis to account for the force majeure event.

#### Article 9. TERMINATION.

**A. TERMINATION BY CITY:** The City may terminate the Contract and the Contract Documents if the Contractor:

- (a) refuses or fails to supply enough properly skilled workers or proper materials;
- (b) fails to timely prosecute the work or any portion thereof;
- (c) disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- (d) takes action, short of declaring bankruptcy, evidencing insolvency;
- (e) fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or,
- (f) otherwise is in breach of a provision of the Contract Documents.

If any of the above exist, the City, may without prejudice to any other rights or remedies of the City and after giving the Contractor three (3) days' written notice, and fourteen (15) days to cure, terminate the Contract and Contract Documents and may:

- (a) take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the City; and,
- (b) finish the Work by whatever reasonable method the City may deem expedient.

The Contractor shall be liable for any damage to the City, including additional attorney and engineering/architectural fees, resulting from the Contractor's termination under this provision by the City, including but not limited to, and any increased costs incurred by the City in completing the work.

When the City terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment, if any, until the work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the City wrongfully terminated the Contract, then the Contractor agrees to treat such termination as a termination for convenience.

#### **B. TERMINATION BY THE CITY FOR CONVENIENCE**

The City may, at any time, terminate the Contract and Contract Documents for the City's convenience and without cause. Upon receipt of written notice from the City of such termination for the City's convenience, the Contractor shall:

- (a) cease operations as directed by the City in the notice;
- (b) take actions necessary, or that the City may direct, for the protection and preservation of the Work; and

- (c) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing orders and enter into no further orders.

In case of such termination for the City's convenience, the Contractor shall be entitled to receive payment for all Work executed and materials in place and reasonable demobilization costs (if any). The City shall not be liable to the Contractor for any loss of profit or any other indirect or consequential costs or damages.

#### Article 10. MISCELLANEOUS.

- 10.1 The City and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.
- 10.2 Additional work, changes to the Contract Price, or Contract Time, is subject to the City's prior written approval. The Contractor has no authority to approve such changes and has no authority to waive the requirement of prior written authorization for extra work, changes in the Contract Time, Contract Time, or change orders
- 10.3 Headings and References & Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Articles are to the Articles of this Contract. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.
- 10.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument. The parties may sign this Contract and all Contract Documents electronically or digitally and the same shall be deemed an original signature of that party.
- 10.5 Entire Contract; Amendment and Waiver: This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.
- 10.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 10.7 Governing Law; Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto

(a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.

- 10.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.
- 10.9 Severability: If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 10.10 Effective date: The effective date of this Contract is the date the Contract is approved by the City Commission.
- 10.11 Public Records: The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records or designee, provide the City 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 this Contract and following completion of this Contract if the Contractor does not transfer the records to the City.

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

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

**CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 586-1662, OR VIA: [CITYCLERK@LAKEWORTHBEACHFL.GOV](mailto:CITYCLERK@LAKEWORTHBEACHFL.GOV) OR AT 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.**

- 10.12 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 10.13 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the Contractor acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Contractor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- 10.14 Except where specifically provided for in the Contract Documents, the Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the City. Otherwise, the Contractor shall be entitled only to extensions of the Contract Times as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.
- 10.15 If any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. **EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS INCLUDING, BUT NOT LIMITED TO, ANY COUNTERCLAIMS.**
- 10.16 Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the Work and under the Contract Documents.
- 10.17 All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the Contractor under this Contract shall be considered a "Work for Hire" and the exclusive property of the City. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, Contractor will assign to the City all right, title and interest in and to Contractor's copyright(s) for such Documents. Contractor shall execute and deliver to City such instruments of transfer and take such other action that City may request, including, without limitation, executing and filing, at City's expense, copyright applications, assignments and other documents required for the protection of City's right to such Documents. The Contractor shall retain copies of the Documents for a period of three (3) years from the date of completion of the Project. The City grants to the Contractor the right and/or limited license to use a portion of the Documents prepared by the Contractor in future

projects of the Contractor with said right and/or limited license to use a portion at Contractor's own risk and without any liability to City. Any modifications made by the City to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the Contractor will be at the City's sole risk and without liability to the Contractor.

- 10.18 COMPLIANCE WITH SECTION 787.06. By executing this Contract before a notary public and taking an oath under the penalty of perjury, the Contractor attests and warrants that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2025).
- 10.19 Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.
- 10.20 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, the Contractor certifies that it and its affiliates who will perform hereunder have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.
- 10.21 As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Contract Documents, the Contractor certifies that it is not participating in a boycott of Israel. City and Contractor agree that the City will have the right to terminate the Contract Documents if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- 10.22 Pursuant to Section 448.095(2), Florida Statutes, the Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees.
- 10.23 Except as otherwise provided herein, any formal notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as to the parties' primary office location provided at the outset of this Contract. Either party may amend this notice provision by written notice to the other party.
- 10.24 By executing this Contract, on behalf of the Contractor, the undersigned hereby warrants and represents to the City that he or she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the Contractor for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.
- 10.25 **PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.**
- 10.26 Since all work is being performed on City real property, Florida's Construction Lien Law (Sections 713.001 – 713.37, Florida Statutes) is not applicable to this Contract or the Contract Documents.

IN WITNESS WHEREOF, the City and Contractor have caused this Contract for Construction to be executed the day and year shown above.

**CITY OF LAKE WORTH BEACH, FLORIDA**

By: \_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

By: \_\_\_\_\_  
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: **The Watts Group, LLC**

By: \_\_\_\_\_

Print Name: Courtnei Watts

Title: Manager

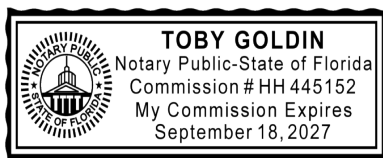
[Corporate Seal]

STATE OF Florida )  
COUNTY OF Hillsborough )

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 3rd day of December 2025, by Courtnei Watts, as the Manager [title] of The Watts Group, LLC, a company authorized to do business in the State of Florida, who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind The Watts Group, LLC to the same.

Toby Goldin  
Notary Public Signature

[Notary Seal]





**EXHIBIT "A"**

**(Contractor's Quote – 19 pages dated November 26, 2025)**

## Work Order Signature Document

**EZIQC Contract No.: FL-R6-GC-092524-WATT**

☒

**New Work Order**



**Modify an Existing Work Order**

Work Order Number.: 145274.00

Work Order Date: 11/26/2025

Work Order Title: City of Lake Worth Beach - Beach Modular Trailers

Owner Name: City of Lake Worth Beach

Contractor Name: The Watts Group LLC

Contact: Mina Tawadros

Contact: Marcel Moreno

Phone: 561-670-0549

Phone: 470-557-7296

### Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No FL-R6-GC-092524-WATT.

Brief Work Order Description:

### Time of Performance

Estimated Start Date:

Estimated Completion Date:

### Liquidated Damages

Will apply:



Will not apply:



**Work Order Firm Fixed Price: \$762,612.01**

Owner Purchase Order Number:

### Approvals

Owner

Date

Contractor

12/3/2025

Date

## Detailed Scope of Work

---

**To:** Marcel Moreno  
The Watts Group LLC  
8310 N River Highlands PL  
Tampa, FL 33617  
470-557-7296

**From:** Mina Tawadros  
City of Lake Worth Beach  
1749 3rd Avenue South  
City of Lake Worth Beach, FL 33460  
561-670-0549

**Date Printed:** November 26, 2025

**Work Order Number:** 145274.00

**Work Order Title:** City of Lake Worth Beach - Beach Modular Trailers

**Brief Scope:**

☐

Preliminary

☐

Revised

☒

Final

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The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Per attached scope of work.

Subject to the terms and conditions of JOC Contract **FL-R6-GC-092524-WATT**.



Contractor

12/3/2025

Date

Owner

Date

# Contractor's Price Proposal - Summary

Date:	November 26, 2025	
Re:	IQC Master Contract #:	FL-R6-GC-092524-WATT
	Work Order #:	145274.00
	Owner PO #:	
	Title:	City of Lake Worth Beach - Beach Modular Trailers
	Contractor:	The Watts Group LLC
	Proposal Value:	\$762,612.01

Section - 01	\$437,013.26
Section - 03	\$135,401.40
Section - 06	\$964.02
Section - 22	\$14,926.25
Section - 31	\$124,614.47
Section - 32	\$17,186.32
Section - 33	\$32,506.29
Proposal Total	\$762,612.01

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

# Contractor's Price Proposal - Detail

Date: November 26, 2025

Re: IQC Master Contract #: FL-R6-GC-092524-WATT  
 Work Order #: 145274.00  
 Owner PO #:  
 Title: City of Lake Worth Beach - Beach Modular Trailers  
 Contractor: The Watts Group LLC  
 Proposal Value: \$762,612.01

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
<b>Section - 01</b>					
1	01 22 16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	\$11,270.00
			Installation	Quantity 11,270.00 x Unit Price 1.00 x Factor 1.0000 = Total 11,270.00	
			Bond		
2	01 22 16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	\$61,955.00
			Installation	Quantity 50,000.00 x Unit Price 1.00 x Factor 1.2391 = Total 61,955.00	
			Permits & Fees		
3	01 22 20 00 0006		HR	CarpenterFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$4,969.29
			Installation	Quantity 80.00 x Unit Price 50.13 x Factor 1.2391 = Total 4,969.29	
			Carpenter to fabricate shoring for support of elevated slab formwork		
4	01 22 20 00 0015		HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$8,915.57
			Installation	Quantity 160.00 x Unit Price 44.97 x Factor 1.2391 = Total 8,915.57	
			For daily upkeep of erosion control system		
5	01 22 20 00 0024		HR	PlumberFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$16,323.41
			Installation	Quantity 240.00 x Unit Price 54.89 x Factor 1.2391 = Total 16,323.41	
			3 plumbers for 2 weeks to tap into laterals for water and sewer and connect to building		
6	01 22 20 00 0024		HR	PlumberFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$8,161.70
			Installation	Quantity 120.00 x Unit Price 54.89 x Factor 1.2391 = Total 8,161.70	
			3 Plumber to locate and remove irrigation system		
7	01 22 20 00 0047		HR	Senior Surveyor (Party Chief)	\$2,226.41
			Installation	Quantity 40.00 x Unit Price 44.92 x Factor 1.2391 = Total 2,226.41	
8	01 22 20 00 0048		HR	Surveyor (Instrument person)	\$1,890.37
			Installation	Quantity 40.00 x Unit Price 38.14 x Factor 1.2391 = Total 1,890.37	

**Work Order Number:** 145274.00  
**Work Order Title:** City of Lake Worth Beach - Beach Modular Trailers

Contractor's Price Proposal - Detail Page 2 of 10  
11/26/2025

## Contractor's Price Proposal - Detail Continues..

Work Order Number: 145274.00

Work Order Title: City of Lake Worth Beach - Beach Modular Trailers

### Section - 01

23	01	22	23	00	0455	MO	7-1/3 CY, 330 HP, Heavy Duty Construction Loader With Full-Time Operator										\$63,541.82
						Installation	Quantity	Unit Price	Factor	=	Total						
							1.50	x	34,187.08	x	1.2391	=	63,541.82				
							Excavator for Underground Utility Work										
24	01	22	23	00	0455	0067	MOD	For Equipment Without Operator, Deduct									
							Quantity	Unit Price	Factor	=	Total						
							0.70	x	-9,885.18	x	1.2391	=	-8,574.11				
25	01	22	23	00	0506	WK	8' x 10' Trench Box With Up To 48" Spreaders										
							Quantity	Unit Price	Factor	=	Total						
							3.00	x	486.14	x	1.2391	=	1,807.13				
26	01	22	23	00	0547	MO	8' x 8' Manhole Box										
							Quantity	Unit Price	Factor	=	Total						
							2.00	x	1,789.90	x	1.2391	=	4,435.73				
27	01	22	23	00	0550	WK	4' Maximum Trench Depth, Ride-On Trencher With Full-Time Operator										
							Quantity	Unit Price	Factor	=	Total						
							4.00	x	3,104.53	x	1.2391	=	15,387.29				
28	01	54	23	00	0046	EA	Initial Erection And Final Dismantling For Each Shoring Post										
							Quantity	Unit Price	Factor	=	Total						
							80.00	x	4.58	x	1.2391	=	454.01				
29	01	56	26	00	0005	LF	Temporary 6' High Chain Link Fence And Posts, Up To 6 Months										
							Quantity	Unit Price	Factor	=	Total						
							800.00	x	6.09	x	1.2391	=	6,036.90				
30	01	56	26	00	0005	0070	MOD	For >500, Deduct									
							Quantity	Unit Price	Factor	=	Total						
							200.00	x	-0.61	x	1.2391	=	-151.17				
31	01	56	26	00	0005	0072	MOD	For Each LF Shade Cloth, Add									
							Quantity	Unit Price	Factor	=	Total						
							700.00	x	2.55	x	1.2391	=	2,211.79				
32	01	56	26	00	0066	EA	20' Wide, 6' High, Temporary Chain Link Fence Gate, >6 To 12 Months										
							Quantity	Unit Price	Factor	=	Total						
							2.00	x	751.63	x	1.2391	=	1,862.69				
33	01	56	26	00	0066	0085	MOD	For Each LF Shade Cloth, Add									
							Quantity	Unit Price	Factor	=	Total						
							2.00	x	137.15	x	1.2391	=	339.89				
34	01	56	26	00	0158	BAG	Temporary Chain Link Fence Panels (Portable) SandbagIncludes placement and removal.										
							Quantity	Unit Price	Factor	=	Total						
							120.00	x	4.16	x	1.2391	=	618.56				
35	01	57	23	00	0006	EA	60" x 60" x 18" Non-Woven Polypropylene Oil and Sediment Drain Guard (Ultra-Drain Guard® 9358)Up to 2.06 gallons oil, up to 40 lbs sediment.										
							Quantity	Unit Price	Factor	=	Total						
							4.00	x	159.52	x	1.2391	=	790.64				

## Contractor's Price Proposal - Detail Continues..

Work Order Number: 145274.00

Work Order Title: City of Lake Worth Beach - Beach Modular Trailers

### Section - 01

36	01 71 13 00 0003	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.						\$6,387.91
		Installation	Quantity	Unit Price	Factor	=	Total		
			4.00	1,288.82	x	1.2391	=	6,387.91	
37	01 71 23 16 0016	ACR	Survey Clear Area For Underground Utilities						\$11,606.35
		Installation	Quantity	Unit Price	Factor	=	Total		
			4.00	2,341.69	x	1.2391	=	11,606.35	
38	01 74 16 00 0003	MSF	Sweep Parking Lot, With Street Sweeper						\$1,462.14
		Installation	Quantity	Unit Price	Factor	=	Total		
			100.00	11.80	x	1.2391	=	1,462.14	
39	01 74 19 00 0016	EA	40 CY Dumpster (6 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.						\$9,466.53
		Installation	Quantity	Unit Price	Factor	=	Total		
			8.00	954.98	x	1.2391	=	9,466.53	
40	01 74 19 00 0018	MO	Rampless Concrete Washout BinIncludes delivery.						\$1,524.89
		Installation	Quantity	Unit Price	Factor	=	Total		
			2.00	615.32	x	1.2391	=	1,524.89	
41	01 74 19 00 0031	CY	Traditional Building Construction Materials Landfill Dump Fee						\$3,695.00
		Installation	Quantity	Unit Price	Factor	=	Total		
			200.00	14.91	x	1.2391	=	3,695.00	
42	01 74 19 00 0037	CYM	Hauling On Paved Roads, First 15 Miles						\$3,568.61
		Installation	Quantity	Unit Price	Factor	=	Total		
			3,000.00	0.96	x	1.2391	=	3,568.61	
43	01 74 19 00 0038	CYM	Hauling On Paved Roads, Miles Over Initial 15 Miles						\$2,379.07
		Installation	Quantity	Unit Price	Factor	=	Total		
			3,000.00	0.64	x	1.2391	=	2,379.07	

**Subtotal for Section - 01** **\$437,013.26**

### Section - 03

44	03 11 13 00 0003	SF	Continuous Footings Foundation Wood Formwork						\$3,929.62
		Installation	Quantity	Unit Price	Factor	=	Total		
			697.00	4.55	x	1.2391	=	3,929.62	
45	03 11 13 00 0003 0001	MOD	For <1,000, Add						\$682.29
		Installation	Quantity	Unit Price	Factor	=	Total		
			697.00	0.79	x	1.2391	=	682.29	
46	03 11 13 00 0011	SF	>12" High Slab Edge and Block-Out Wood Formwork						\$5,475.56
		Installation	Quantity	Unit Price	Factor	=	Total		
			697.00	6.34	x	1.2391	=	5,475.56	
47	03 11 13 00 0011 0002	MOD	For Foundations >8' Below Grade, Add						\$898.20
		Installation	Quantity	Unit Price	Factor	=	Total		
			697.00	1.04	x	1.2391	=	898.20	



## Contractor's Price Proposal - Detail Continues..

Work Order Number: 145274.00

Work Order Title: City of Lake Worth Beach - Beach Modular Trailers

### Section - 03

48	03	11	13	00	0011	0005	MOD	For <1,000, Add									\$967.29
							Installation	Quantity	x	Unit Price	x	Factor	=	Total			
								697.00		1.12		1.2391		967.29			
49	03	11	13	00	0014		LF	>8" To 12" Square Column Wood Formwork									\$2,373.12
							Installation	Quantity	x	Unit Price	x	Factor	=	Total			
								48.00		39.90		1.2391		2,373.12			
50	03	11	13	00	0023		SF	Bottom of Elevated Beam Wood Formwork									\$2,300.70
							Installation	Quantity	x	Unit Price	x	Factor	=	Total			
								175.00		10.61		1.2391		2,300.70			
51	03	11	13	00	0024		SF	Vertical Sides of Elevated Beam Wood Formwork									\$2,392.54
							Installation	Quantity	x	Unit Price	x	Factor	=	Total			
								293.00		6.59		1.2391		2,392.54			
52	03	11	13	00	0026		SF	Elevated Slab Wood Formwork									\$5,896.57
							Installation	Quantity	x	Unit Price	x	Factor	=	Total			
								705.00		6.75		1.2391		5,896.57			
53	03	11	13	00	0026	0008	MOD	For <1,000, Add									\$987.13
							Installation	Quantity	x	Unit Price	x	Factor	=	Total			
								705.00		1.13		1.2391		987.13			
54	03	11	13	00	0087		LF	2" x 4" To 2" x 6" Keyway Forms for Concrete Formwork, All Materials									\$280.04
							Installation	Quantity	x	Unit Price	x	Factor	=	Total			
								200.00		1.13		1.2391		280.04			
55	03	11	13	00	0091		LF	1" Wide Chamfer Strips for Concrete Formwork, All Materials									\$1,496.21
							Installation	Quantity	x	Unit Price	x	Factor	=	Total			
								750.00		1.61		1.2391		1,496.21			
56	03	21	11	00	0010		LF	#3, Grade 60, Beams And Girders, Steel Reinforcement Bar									\$2,052.11
							Installation	Quantity	x	Unit Price	x	Factor	=	Total			
								2,807.00		0.59		1.2391		2,052.11			
57	03	21	11	00	0011		LF	#4, Grade 60, Beams And Girders, Steel Reinforcement Bar									\$788.44
							Installation	Quantity	x	Unit Price	x	Factor	=	Total			
								630.00		1.01		1.2391		788.44			
58	03	21	11	00	0012		LF	#5, Grade 60, Beams And Girders, Steel Reinforcement Bar									\$13,144.62
							Installation	Quantity	x	Unit Price	x	Factor	=	Total			
								6,844.00		1.55		1.2391		13,144.62			
59	03	21	11	00	0013		LF	#6, Grade 60, Beams And Girders, Steel Reinforcement Bar									\$32,973.94
							Installation	Quantity	x	Unit Price	x	Factor	=	Total			
								12,320.00		2.16		1.2391		32,973.94			
60	03	21	11	00	0243		EA	5/8" Diameter x 24" Long, Deformed Straight Dowel									\$748.42
							Installation	Quantity	x	Unit Price	x	Factor	=	Total			
								200.00		3.02		1.2391		748.42			
61	03	21	11	00	0264		EA	#5 Reinforcing Steel, Sleeve And Wedge Splice Joint									\$2,664.07
							Installation	Quantity	x	Unit Price	x	Factor	=	Total			
								50.00		43.00		1.2391		2,664.07			
62	03	31	13	00	0023		CY	Concrete Pump, Place 3,000 PSI Concrete Spread FootingsExcludes pumping equipment.									\$2,963.73
							Installation	Quantity	x	Unit Price	x	Factor	=	Total			
								12.00		199.32		1.2391		2,963.73			
								Maintenance Building Spread Footings									

## Contractor's Price Proposal - Detail Continues..

Work Order Number: 145274.00

Work Order Title: City of Lake Worth Beach - Beach Modular Trailers

### Section - 03

63	03	31	13	00 0023	0033	MOD	For 5,000 PSI Concrete, Add											\$263.33
						Installation	Quantity	Unit Price	Factor	=	Total							
							12.00	17.71	1.2391		263.33							
64	03	31	13	00 0038		CY	>6", By Concrete Pump, Place 3,000 PSI Concrete Slab On GradeExcludes pumping equipment.											\$19,322.53
						Installation	Quantity	Unit Price	Factor	=	Total							
							92.00	169.50	1.2391		19,322.53							
							Lifeguard Building Main Pad											
65	03	31	13	00 0038	0033	MOD	For 5,000 PSI Concrete, Add											\$2,018.89
						Installation	Quantity	Unit Price	Factor	=	Total							
							92.00	17.71	1.2391		2,018.89							
66	03	31	13	00 0038		CY	>6", By Concrete Pump, Place 3,000 PSI Concrete Slab On GradeExcludes pumping equipment.											\$1,260.16
						Installation	Quantity	Unit Price	Factor	=	Total							
							6.00	169.50	1.2391		1,260.16							
							Lifeguard Building Ramp Foundations (5)											
67	03	31	13	00 0038	0033	MOD	For 5,000 PSI Concrete, Add											\$131.67
						Installation	Quantity	Unit Price	Factor	=	Total							
							6.00	17.71	1.2391		131.67							
68	03	31	13	00 0038	0040	MOD	For Up To 20, Add											\$42.15
						Installation	Quantity	Unit Price	Factor	=	Total							
							6.00	5.67	1.2391		42.15							
69	03	31	13	00 0038		CY	>6", By Concrete Pump, Place 3,000 PSI Concrete Slab On GradeExcludes pumping equipment.											\$4,200.55
						Installation	Quantity	Unit Price	Factor	=	Total							
							20.00	169.50	1.2391		4,200.55							
							Maintenance Building Slab on grade (Ramp/Landing Slab)											
70	03	31	13	00 0038	0033	MOD	For 5,000 PSI Concrete, Add											\$768.06
						Installation	Quantity	Unit Price	Factor	=	Total							
							35.00	17.71	1.2391		768.06							
71	03	31	13	00 0038		CY	>6", By Concrete Pump, Place 3,000 PSI Concrete Slab On GradeExcludes pumping equipment.											\$630.08
						Installation	Quantity	Unit Price	Factor	=	Total							
							3.00	169.50	1.2391		630.08							
							Lifeguard Building Landing Slab											
72	03	31	13	00 0038	0033	MOD	For 5,000 PSI Concrete, Add											\$65.83
						Installation	Quantity	Unit Price	Factor	=	Total							
							3.00	17.71	1.2391		65.83							
73	03	31	13	00 0038	0040	MOD	For Up To 20, Add											\$21.08
						Installation	Quantity	Unit Price	Factor	=	Total							
							3.00	5.67	1.2391		21.08							
74	03	31	13	00 0046		CY	Concrete Pump, Place 3,000 PSI Elevated Concrete BeamsExcludes pumping equipment.											\$2,313.68
						Installation	Quantity	Unit Price	Factor	=	Total							
							9.00	207.47	1.2391		2,313.68							
							Maintenance Building Elevated Slab Beams											
75	03	31	13	00 0046	0033	MOD	For 5,000 PSI Concrete, Add											\$197.50
						Installation	Quantity	Unit Price	Factor	=	Total							
							9.00	17.71	1.2391		197.50							

## Contractor's Price Proposal - Detail Continues..

Work Order Number: 145274.00

Work Order Title: City of Lake Worth Beach - Beach Modular Trailers

### Section - 03

76	03	31	13	00	0051	CY	>6", By Concrete Pump, Place 3,000 PSI Elevated Concrete SlabExcludes pumping equipment.							\$5,604.08
						Installation	Quantity	Unit Price	Factor	=	Total			
							26.00	173.95	x	1.2391		5,604.08		
							Maintenance Building Elevated Slab							
77	03	31	13	00	0051 0033	MOD	For 5,000 PSI Concrete, Add							\$768.06
						Installation	Quantity	Unit Price	Factor	=	Total			
							35.00	17.71	x	1.2391		768.06		
78	03	31	13	00	0057	CY	12" Square Or Round, By Concrete Pump, Place 3,000 PSI Concrete ColumnsExcludes pumping equipment.							\$786.73
						Installation	Quantity	Unit Price	Factor	=	Total			
							3.00	211.64	x	1.2391		786.73		
							Maintenance Building Columns							
79	03	31	13	00	0057 0033	MOD	For 5,000 PSI Concrete, Add							\$65.83
						Installation	Quantity	Unit Price	Factor	=	Total			
							3.00	17.71	x	1.2391		65.83		
80	03	31	13	00	0087	EA	Delivery Fee For Concrete Purchases Less Than 5 CY							\$2,383.38
						Installation	Quantity	Unit Price	Factor	=	Total			
							6.00	320.58	x	1.2391		2,383.38		
81	03	35	13	00	0006	SF	Steel Trowel, Concrete Floor Finish							\$3,265.03
						Installation	Quantity	Unit Price	Factor	=	Total			
							2,635.00	1.00	x	1.2391		3,265.03		
82	03	37	16	00	0003	HR	70' To 80' Boom Truck For Concrete Placement (117 CY Per Hour Rating)							\$8,278.18
						Installation	Quantity	Unit Price	Factor	=	Total			
							40.00	167.02	x	1.2391		8,278.18		

### Subtotal for Section - 03

**\$135,401.40**

### Section - 06

83	06	13	23	00	0004	LF	4" x 4", Pine, Heavy Timber Beam							\$964.02
						Installation	Quantity	Unit Price	Factor	=	Total			
							200.00	3.89	x	1.2391		964.02		
							To fabricate shoring to support elevated slab formwork							

### Subtotal for Section - 06

**\$964.02**

### Section - 22

84	22	11	19	00	0386	EA	2" Threaded Reduced Pressure Zone Assembly With Quarter Turn Shut-offs And Strainer (Watts LF909M1QT-S)							\$14,926.25
						Installation	Quantity	Unit Price	Factor	=	Total			
							2.00	6,023.02	x	1.2391		14,926.25		

### Subtotal for Section - 22

**\$14,926.25**

### Section - 31

85	31	05	13	00	0004	CY	3/8" Minus, ASTM C33, Screened/Washed Bedding Sand							\$1,417.03
						Installation	Quantity	Unit Price	Factor	=	Total			
							20.00	57.18	x	1.2391		1,417.03		
86	31	05	16	00	0008	CY	#57 Stone Aggregate Fill (3/8" To 1")							\$31,909.30
						Installation	Quantity	Unit Price	Factor	=	Total			
							400.00	64.38	x	1.2391		31,909.30		

## Contractor's Price Proposal - Detail Continues..

Work Order Number: 145274.00

Work Order Title: City of Lake Worth Beach - Beach Modular Trailers

### Section - 31

87	31	13	13	00	0004	EA	>12" To 24" D.B.H. (Diameter At Breast Height) Tree Removal	Includes cutting up tree, chipping and loading.							\$5,772.30
						Installation	Quantity	Unit Price	Factor	=	Total				
							6.00	776.41	1.2391	x	5,772.30				
88	31	13	13	00	0040	EA	Removal Of 3' To 4' Shrub, Broadleaf Evergreen								\$525.81
						Installation	Quantity	Unit Price	Factor	=	Total				
							9.00	47.15	1.2391	x	525.81				
89	31	23	16	36	0018	CY	Backfilling Around Building Foundations And Other Structures By Hydraulic Excavator, Backhoe, Loader								\$1,442.31
						Installation	Quantity	Unit Price	Factor	=	Total				
							300.00	3.88	1.2391	x	1,442.31				
90	31	23	16	36	0021	CY	Compaction Of Fill Or Subbase For Building Foundations and Other Structures by Vibratory Plate, Air Tamper, Etcetera								\$2,379.07
						Installation	Quantity	Unit Price	Factor	=	Total				
							300.00	6.40	1.2391	x	2,379.07				
91	31	23	16	36	0024	SY	Rough Grading For Building Foundations And Other Structures by Machine								\$2,383.47
						Installation	Quantity	Unit Price	Factor	=	Total				
							2,635.00	0.73	1.2391	x	2,383.47				
92	31	23	16	36	0025	SY	Finish Grading For Building Foundations And Other Structures by Machine								\$3,787.43
						Installation	Quantity	Unit Price	Factor	=	Total				
							2,635.00	1.16	1.2391	x	3,787.43				
93	31	23	16	36	0028	CY	Load Excess Material For Removal From Excavation For Building Foundations and Other Structures by Machine								\$1,620.74
						Installation	Quantity	Unit Price	Factor	=	Total				
							300.00	4.36	1.2391	x	1,620.74				
94	31	23	19	00	0003	LF	Up To 100' In Length Well Point System Delivery, Installation And Removal								\$9,128.45
						Installation	Quantity	Unit Price	Factor	=	Total				
							100.00	73.67	1.2391	x	9,128.45				
							Well Point for Underground Utility Work								
95	31	23	19	00	0003	LF	Up To 100' In Length Well Point System Delivery, Installation And Removal								\$9,128.45
						Installation	Quantity	Unit Price	Factor	=	Total				
							100.00	73.67	1.2391	x	9,128.45				
							Well Point for Maintenance Building								
96	31	23	19	00	0003	LF	Up To 100' In Length Well Point System Delivery, Installation And Removal								\$9,128.45
						Installation	Quantity	Unit Price	Factor	=	Total				
							100.00	73.67	1.2391	x	9,128.45				
							Well Point for Lifeguard Building								
97	31	23	19	00	0016	HR	Operation Costs								\$14,685.81
						Installation	Quantity	Unit Price	Factor	=	Total				
							200.00	59.26	1.2391	x	14,685.81				
							Well Point for Maintenance Building for Concrete Work.								
98	31	23	19	00	0016	HR	Operation Costs								\$14,685.81
						Installation	Quantity	Unit Price	Factor	=	Total				
							200.00	59.26	1.2391	x	14,685.81				
							Dewatering for Underground Utilities Work.								
99	31	23	19	00	0016	HR	Operation Costs								\$14,685.81
						Installation	Quantity	Unit Price	Factor	=	Total				
							200.00	59.26	1.2391	x	14,685.81				
							Well Point for Lifeguard Building for Concrete Work								

## Contractor's Price Proposal - Detail Continues..

Work Order Number: 145274.00

Work Order Title: City of Lake Worth Beach - Beach Modular Trailers

### Section - 31

100	31 25 14 16 0011	SY	Curlex II, Double Net Erosion Control Blanket, NaturalAs manufactured by American Excelsior.						\$407.66
		Installation	Quantity	Unit Price	Factor	=	Total		
			100.00	3.29	1.2391	x	407.66		
101	31 25 14 16 0016	SY	C350 Permanent Turf Reinforcement Mat100% synthetic, UV stabilized netting incorporating natural coconut fibers as manufactured by North American Green.						\$1,526.57
		Installation	Quantity	Unit Price	Factor	=	Total		
			100.00	12.32	1.2391	x	1,526.57		

### Subtotal for Section - 31

**\$124,614.47**

### Section - 32

102	32 16 23 00 0004	SF	6" Cast In Place Concrete Sidewalk						\$17,669.57
		Installation	Quantity	Unit Price	Factor	=	Total		
			2,000.00	7.13	1.2391	x	17,669.57		
		Allowance for Sidewalk Repairs							
103	32 16 23 00 0004 0093	MOD	For >1,000 To 5,000, Deduct						-\$483.25
		Installation	Quantity	Unit Price	Factor	=	Total		
			1,000.00	-0.39	1.2391	x	-483.25		

### Subtotal for Section - 32

**\$17,186.32**

### Section - 33

104	33 01 30 11 0003	EA	Initial Set Up For "Push Camera" Video Camera Inspection, 1" To 12" Diameter Pipe Or Culvert						\$1,284.10
		Installation	Quantity	Unit Price	Factor	=	Total		
			2.00	518.16	1.2391	x	1,284.10		
105	33 05 61 00 0015	EA	8' Deep, 4' Diameter, Precast Concrete Manhole						\$10,252.19
		Installation	Quantity	Unit Price	Factor	=	Total		
			2.00	4,136.95	1.2391	x	10,252.19		
106	33 05 61 00 0017	VLF	Drop Collar For 4' Diameter, Precast Concrete Manhole						\$4,699.56
		Installation	Quantity	Unit Price	Factor	=	Total		
			8.00	474.09	1.2391	x	4,699.56		
107	33 05 61 00 0018	EA	Drop Base For 4' Diameter, Precast Concrete Manhole						\$2,172.94
		Installation	Quantity	Unit Price	Factor	=	Total		
			2.00	876.82	1.2391	x	2,172.94		
108	33 05 61 00 0019	EA	Extended Base Slab For 4' Diameter, Precast Concrete Manhole						\$1,636.98
		Installation	Quantity	Unit Price	Factor	=	Total		
			2.00	660.55	1.2391	x	1,636.98		
109	33 05 61 00 0020	EA	Precast Channel For 4' Diameter, Precast Concrete Manhole						\$2,549.94
		Installation	Quantity	Unit Price	Factor	=	Total		
			2.00	1,028.95	1.2391	x	2,549.94		
110	33 31 11 00 0165	LF	8" Gasketed SDR 35 Polyvinyl Chloride (PVC) Pipe						\$3,893.38
		Installation	Quantity	Unit Price	Factor	=	Total		
			130.00	24.17	1.2391	x	3,893.38		
111	33 31 11 00 0181	EA	8" 1/4 Bend, Gasketed SDR 35 Polyvinyl Chloride (PVC)						\$3,167.02
		Installation	Quantity	Unit Price	Factor	=	Total		
			10.00	255.59	1.2391	x	3,167.02		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 145274.00  
Work Order Title: City of Lake Worth Beach - Beach Modular Trailers

Section - 33									
112	33	31	11	00	0187	EA	8" 1/8 Bend, Gasketed SDR 35 Polyvinyl Chloride (PVC)		\$2,850.18
						Installation	Quantity	Unit Price	Total
							10.00	230.02	2,850.18
							x	x	
								Factor = 1.2391	
Subtotal for Section - 33									\$32,506.29
Proposal Total									\$762,612.01

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Subcontractor Listing

**Date:** November 26, 2025

**Re:** IQC Master Contract #: FL-R6-GC-092524-WATT  
Work Order #: 145274.00  
Owner PO #:  
Title: City of Lake Worth Beach - Beach Modular Trailers  
Contractor: The Watts Group LLC  
Proposal Value: \$762,612.01

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00

**Project Title:** City of Lake Worth Beach – Beach Modular Trailers

**Work Order:** 145274.00

**Date:** November 26, 2025

## General Description

This scope covers all work associated with site preparation, underground utilities (excluding electrical and data), dewatering, termite treatment, and structural concrete foundations required for the installation of the new modular buildings at the Lake Worth Beach Casino property.

All work will be performed in accordance with the contract drawings, specifications, and governing agency requirements.

A geotechnical investigation was performed by others after the design documents were prepared. The Contractor assumes no responsibility for the professional interpretation of that report or its correlation to the design. All work is based on the assumption of suitable bearing soils as indicated in the structural drawings, with no allowance for soil remediation or stabilization beyond standard proofrolling.

The foundation design is based on an allowable soil bearing capacity of 2,000 pounds per square foot (psf) in accordance with the Florida Building Code and the referenced geotechnical report. Any requirement for higher bearing capacities, such as those assumed by the modular manufacturer (2,500 psf), will be addressed through the Engineer of Record and treated as a change in design outside the Contractor's scope of work. The Contractor's pricing assumes that soils meet the design bearing capacity as provided in the geotechnical report; any excavation, undercutting, or replacement necessary to achieve those conditions will be performed only upon written direction and treated as additional work.

Groundwater was encountered at shallow depth per the geotechnical report. The Contractor's pricing includes a limited temporary wellpoint system to facilitate excavation and foundation work. Any increase in the scope or duration of dewatering required by field conditions, inspectors, or agencies will be treated as a change order.

All pricing and work under this proposal are based on the assumption that the Owner and Architect/Engineer will provide a complete, permit-ready set of construction documents. Any revisions required by the permitting authority or arising during the permit review process will be the responsibility of the Architect/Engineer and the Owner.

All work is to be performed under the assumption that the Owner will provide and maintain adequate temporary electrical service as required to support construction activities. The Contractor will coordinate connection points and timing with the Owner's electrical provider. The Contractor will coordinate all field activities, utility connections, trench routes, elevations, and installation sequencing with the Electrical Contractor provided by the City, as well as with the City's designated representatives, to ensure full alignment with site requirements and project logistics.

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## Included Work

### 1. Sitework and Earthwork

- Clearing, grubbing, and removal of unsuitable materials as required for foundations and utility installation.
- Site grading, excavation, and backfilling to achieve design elevations.
- Installation and maintenance of erosion and sedimentation control devices per the plans and the project's SWPPP.
- Dewatering as needed for excavation and underground work.
- Compaction and subgrade preparation for concrete foundation areas.
- Proofrolling of subgrade within foundation and utility areas in the presence of the Owner's representative or testing agency.
- Removal of minor unsuitable soils discovered during proofrolling, limited to localized areas.
- Placement of ¾" washed rock below and above utility piping only when groundwater is encountered, as required by the drawings.
- Maintain access to existing drives and adjacent areas as directed by the Owner during construction.
- Provide pre-construction termite soil treatment beneath all new foundations and slabs per Florida Building Code, by a licensed pest control subcontractor, with certification submitted prior to concrete placement.
- Provide and maintain stabilized construction entrance and concrete washout area as required by the governing agency.
- All excavations will comply with OSHA and the Florida Trench Safety Act; trench boxes or shoring will be used where required.



## 2. Stormwater and Drainage Systems

- Installation of storm drain piping, manholes, inlets, and related components per civil drawings.
- Connection to existing storm infrastructure as shown.
- Construction of concrete collars, headwalls, and other drainage appurtenances where detailed.
- Field verification of existing utilities prior to construction and coordination of any discovered conflicts with the Engineer before proceeding.

## 3. Water and Sewer Systems

- Installation of new underground domestic water and sanitary sewer piping from points of connection at the existing site laterals to the stub-out locations serving the modular buildings.
- Furnish and install two (2) sanitary sewer manholes, approximately 123 linear feet of 8" SDR-35 sanitary sewer pipe, and two (2) 6" sewer laterals.
- Furnish and install two (2) water services with Reduced Pressure Zone (RPZ) backflow preventers, including all valves, fittings, and required connections to existing utilities.
- All trenching, bedding, backfill, and surface restoration required for these utility runs.
- Coordination of tie-in locations and elevations with the modular vendor and civil engineer prior to installation.
- Testing of installed piping per governing standards prior to turnover.
- No plumbing work will be performed inside the modular buildings. Contractor's work ends at the exterior wall or stub-out connection point.

## 4. Structural Work

- Construction of all concrete foundations, grade beams, and slabs as detailed on the structural drawings (Sheets S100-S200).
- Reinforcing steel placement, formwork, and concrete placement per structural requirements.
- Install a 6-mil polyethylene vapor barrier beneath interior slab-on-grade areas in accordance with Florida Building Code requirements.
- Provide expansion joint material and sealant at interfaces between new and existing concrete as required by local code.
- Foundation backfill and surface restoration upon completion.

## 5. Concrete Flatwork

- Removal and replacement of sidewalks or concrete surfaces only where damaged or removed as part of the foundation or utility work.
- Replacement to match existing width, thickness, and finish.

## 6. Existing Irrigation

- Locate existing irrigation lines within the work area.
- Cap and abandon only those lines that interfere with new construction.
- No irrigation lines, heads, or systems will be reinstalled, replaced, or extended.

## 7. General Conditions

- Bond is included

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## Exclusions and Clarifications

The following items are **excluded** from this scope and shall be the responsibility of the Owner, modular vendor, or others:

- All electrical work, including underground electrical conduit rerouting, temporary electrical power, and any interior or exterior wiring, devices, panels, or terminations.
- No data, communication, or low-voltage systems are included in this proposal. This includes but is not limited to fiber, CAT-5/6 cabling, security, fire alarm, CCTV, access control, or related conduits.
- The Owner shall be responsible for providing adequate temporary electrical service and distribution necessary to perform the work. The Contractor will coordinate connection locations and timing with the Owner or their electrical provider.
- All modular building-related work, including procurement, delivery, placement, anchoring, and assembly of modular units.
- Aluminum ramps, stairs, railings, and other modular access components.
- All MEP systems, connections, and terminations within or to the modular buildings.

- Interior finishes, furnishings, doors, hardware, and any building envelope work associated with the modular units.
  - Landscaping, sod, or decorative site features.
  - Coordination with the City's Electrical Contractor is included for interface and scheduling purposes only. Any electrical work, conduits, terminations, or corrections required by the Electrical Contractor or the City remain outside the Contractor's scope.
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**Subsurface Conditions and Unsuitable Materials**

A geotechnical investigation was performed by others after the design drawings were completed. The Contractor is not responsible for reviewing, interpreting, or validating that report, nor for determining its adequacy relative to the design.

The Contractor's pricing and work are based solely on the excavation and soil removal necessary for the construction of the building foundations and utility installations shown in the construction documents. Any removal or replacement of soils beyond those limits — including bulk undercutting, subgrade stabilization, or remediation of unsuitable materials discovered outside of foundation and utility excavations — shall be performed only upon written direction from the Owner or Engineer and compensated as additional work.

The Contractor shall not be responsible for verifying soil bearing capacity, identifying unsuitable conditions beyond areas directly affected by the foundation or utility excavations, or for determining corrective measures. Should unstable, organic, or unsuitable soils be encountered within the defined work area, the Contractor will notify the Owner and Engineer for direction. Any corrective work, including excavation, backfill, or stabilization, will be treated as a change order based on actual quantities and mutually agreed pricing.

No soil treatment, chemical stabilization, or replacement beyond standard proofrolling and compaction within the foundation and utility areas is included in this proposal.

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**Dewatering and Groundwater Control:**

The Contractor's scope includes localized dewatering to maintain dry and stable conditions for foundation and utility excavations. This includes the use of temporary wellpoints, sump pumps, hoses, and discharge to the designated storm drain inlet with standard sediment filtration (e.g., filter bag or inlet protection). The included wellpoint system is limited to the depth, extent, and duration reasonably necessary to complete the planned foundations and utility installations shown in the construction documents.

No allowance is included for continuous or long-term pumping beyond the duration of active excavation work, nor for expansion of the dewatering system beyond the immediate foundation and utility areas. Should groundwater conditions require additional wellpoints, deeper drawdown, extended operation, or any engineered or permitted system, such work will be performed only upon written authorization and treated as a change order based on actual conditions and mutually agreed pricing.

The Contractor is not responsible for groundwater conditions outside of excavation limits, for drawdown effects on adjacent structures, or for maintaining dry conditions beyond what is necessary for construction progress. Discharge water will be filtered for sediment control using standard field measures; no laboratory testing, water-quality monitoring, or regulatory permitting is included.

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**Soil Bearing Capacity Disclaimer:**

The foundation design is based on a 2,000 psf allowable bearing capacity per FBC and the provided geotechnical report. If higher bearing values are required by the modular manufacturer, Engineer of Record, or permitting authority, the cost of redesign, soil improvement, or foundation modification shall be the responsibility of the Owner.

**Foundation Uplift and Buoyancy:**

The Contractor's work is based on the issued structural drawings. Any additional slab or foundation modifications required to address uplift, buoyancy, or hydrostatic pressure due to groundwater shall be designed by others and treated as a change order.

**Rock Excavation:**

Excavation of limestone or cemented sand requiring specialized equipment, mechanical breaking, or blasting is excluded and will be treated as unforeseen conditions if encountered.

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## Global Exclusions

The following items are not included in the contractor's scope of work unless specifically stated otherwise:  
Unforeseen Conditions & Hazardous Materials

- Hidden site conditions, unknown utilities, or latent defects.
- Hazardous materials abatement (asbestos, lead, mold, contaminated soil).
- Design or engineering services beyond scope.
- Certified as-built drawings (only redlines provided).
- Phased work unless explicitly stated.
- Third-party testing unless specified.

## Insurance and Financial

- Builder's risk insurance (unless reimbursed).
- Certified payroll / Davis-Bacon wages (unless required).
- Liquidated damages (unless contractually agreed).
- Sales tax (unless otherwise specified).
- DBE/SBE/MWBE/SLBE participation (unless required).

## Permits and Utilities

- Permit fees (client to reimburse).
- Environmental or specialty permits (e.g., wetlands, historical).
- Utility relocations or modifications unless specified.

## Work Scope and Materials

- Extended warranties beyond standard 1-year.
- Responsibility for delays by third parties.
- LEED or sustainability certifications (unless included).
- Special insurance policies (e.g., pollution, professional liability).

## Safety and Logistics

- Job site security beyond standard safety.
- Aerial lifts or scaffolding for elevated work (unless stated).
- Fire watch.
- Material substitutions subject to change post-submittal.
- After-hours/weekend work (unless noted).

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## General Clarifications

### Work Schedule and Coordination

- Normal business hours: Monday–Friday, 7:00 AM – 5:00 PM (excluding holidays).
- After-hours work: Sunday–Thursday, 8:00 PM – 5:00 AM (only if explicitly stated).
- Work to be completed in one continuous mobilization unless otherwise noted.

- Owner to provide unrestricted site access during work hours.

## Permits and Inspections

- Contractor will obtain permits as required. Owner shall reimburse permit fees.
- Contractor will coordinate with municipalities and utility companies as needed.

## Project Duration and Liquidated Damages

The Contractor's schedule and pricing are based on achieving Substantial Completion within three (3) months from the date the Contractor receives a complete, approved, and fully permitted set of construction documents, including all agency approvals and releases required to begin work. Final Completion shall be achieved within one (1) month after Substantial Completion.

Liquidated damages in the amount of \$500 per calendar day will apply only if Substantial Completion or Final Completion is not achieved within the durations stated above. These durations and any associated liquidated damages are expressly contingent on the following:

1. The City and the Architect/Engineer providing a complete, coordinated, approved, and fully permitted set of construction documents, ready for construction.
2. The City issuing all applicable permits, clearances, reviews, and approvals in a timely manner.
3. Timely inspections, re-inspections, approvals, and access to the site by the City, the Architect/Engineer, and all governing agencies.
4. No delays caused by utilities, other contractors, the modular building vendor, or any third parties not under the Contractor's control.
5. Delays caused by rain, flooding, lightning, tropical storms, hurricanes, storm preparation, emergency shutdowns, loss of site access, or any unsafe weather conditions shall extend the contract time on a day-for-day basis. Weather-related delays, including all time required for demobilization, remobilization, cleanup, and restoration of working conditions, shall not trigger liquidated damages. If a hurricane watch or warning is issued for Palm Beach County, work will be suspended until conditions are safe and access is restored by the City or governing authorities; all such delays are excusable and non-compensable.

If any of the conditions above delay the start of work or interrupt the progress of work, the Contractor's schedule will be extended on a day-for-day basis, and liquidated damages will not apply for the impacted period.

## Submittals, Testing, and Closeout

- Standard submittals and applicable testing included only if specified.
- Certified as-builts are not included unless noted.
- Final cleanup included.
- Assumes owner-provided staging area. No off-site storage or site security included.
- Contractor will protect adjacent work areas from dust, debris, and damage.

**EXHIBIT "B"**

**CHANGE ORDER FORM**

**(Addition or Revision to Work Requested by City that increases Contract Price)**

Project Number: \_\_\_\_\_ Contractor: \_\_\_\_\_

Contractor's Project Representative's E-Mail: \_\_\_\_\_

Contractor's Project Representative's Phone Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

Contract Effective Date: \_\_\_\_\_

Change Order Number: \_\_\_\_\_

Change Order Effective Date: \_\_\_\_\_ [TO BE COMPLETED BY CITY]

Change Order Type: **INCREASE IN CONTRACT PRICE**

Associated Change in Contract Time: \_\_\_\_\_ (work days)

Existing Purchase Order / Work Order Number: \_\_\_\_\_ (if applicable)

**Description of Change as requested by Owner:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Price of Original Contract: \$ \_\_\_\_\_

Current Price of Contract (including prior Change Orders): \$ \_\_\_\_\_

Price of Current Change Order: \$ \_\_\_\_\_

New Contract Price: \$ \_\_\_\_\_

Basis of Price Change: \_\_\_\_ Unit Price      \_\_\_\_ Time & Material      \_\_\_\_ Lump Sum

Contract Time Change: \_\_\_\_ No Change      \_\_\_\_ Extended      \_\_\_\_ Decreased      by \_\_\_\_ work days

**\* Contractor shall attach all supporting documentation, which will be incorporated herein by reference.**

*(Increases in Unit Prices should be identified in the table below).*

1	2	3	4	5	6
Item No.	Description	Qty	Unit	Unit Price	Increase In Contract Price
1					
2					
3					
4					
5					

*The Contractor and the City agree that this CHANGE ORDER represents the complete agreement of the parties with respect to the Work as modified herein as of the date of this CHANGE ORDER.*

*By approving this Change Order, the Contractor releases any and all claims that it may have against the City under the subject Contract Documents including, but not limited to claims for equitable adjustments, which occurred or accrued prior to the effective date of this CHANGE ORDER except those claims made in writing to the City prior to the effective date of this CHANGE ORDER.*

*This Change Order may be executed in counterparts and is not effective until approved by either the City Manager or City Commission (as designated on the last page of this Change Order).*

Reviewed and Accepted by Contractor : \_\_\_\_\_  
(Contractor Name)

\_\_\_\_\_  
Contractor Representative (Signature) Title Date

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CITY: Based on the foregoing and the attached supporting documentation, the Owner's Contract Administrator recommends the proposed Change Order for submission to the City Commission or City Manager.

Recommended for approval by: \_\_\_\_\_  
\_\_\_\_\_, Director Date

IN WITNESS WHEREOF, the City of Lake Worth Beach has approved this Change Order No. \_\_\_\_\_ to the \_\_\_\_\_ Project on \_\_\_\_\_, 20\_\_.

**CITY OF LAKE WORTH BEACH, FLORIDA**

By: \_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

By: \_\_\_\_\_  
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY:

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Yannick Ngendahayo, Financial Services Director

*\*The City Manager may be authorized to execute a Change Order(s) under the City's Purchasing Code.*

**Attachments: (Contractor shall attach all supporting documentation)**

**EXHIBIT "C"**

**PUBLIC CONSTRUCTION BOND**

**Prepared by and return to:**

**PUBLIC CONSTRUCTION BOND**  
(Pursuant to sec. 255.05, Florida Statutes)

Surety Bond No. \_\_\_\_\_

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

**PRINCIPAL/CONTRACTOR:**

Name:

[Principal Business Address]

Telephone Number:

**SURETY:**

Name:

[Principal Business Address]

Telephone Number: **OWNER:**

**CONTRACT:**

Date:

Amount:

Description (Name and Location):

**BOND:**

Date (Not earlier than Contract Date):

Amount:

This Bond is issued in favor of the \_\_\_\_\_, as Owner and Obligee, and conditioned on the full and faithful performance of the Contract.

1. Principal/Contractor has entered into a contract with \_\_\_\_\_ for the project generally identified as the "\_\_\_\_\_" ("Contract"), with conditions and provisions as are further described in the aforementioned Contract, which Contract, including all of its attachments, exhibits, and incorporated documents (hereinafter, collectively, the "Contract Documents") is incorporated by reference and made a part hereof in its entirety.
2. Principal and Surety are bound to the Owner and Obligee in the sum of the Contract Amount set forth above for payment of which we bind ourselves, our heirs, personal representatives, executors, administrators, successors, and assigns, jointly and severally.
3. THE CONDITION OF THIS BOND is that if Principal:
  - a. Performs the Work required of and in accordance with the Contract Documents at the times and in the manner prescribed in the Contract Documents, which are made a part of this bond by reference; and
  - b. In accordance with Section 255.05, Florida Statutes, promptly makes payments to all



claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract Documents; and

c. Pays Owner all losses, damages (including liquidated damages), expenses, costs, and professional fees, including but not limited to attorneys' fees, including all trial and appellate proceedings, that the Owner sustains because of a default by Principal under the Contract Documents; and

d. Performs the warranty and guarantee of all work and materials furnished under the Contract Documents for the time specified in the Contract Documents, then this bond is void; otherwise it remains in full force.

If the Owner declares Contractor in default, the Owner shall notify the Surety if the Owner seeks the Surety to complete the project in accordance with the Contract Documents and the Surety may promptly remedy the default, or shall promptly complete the project in accordance with the Contract Documents.

4. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract Documents or the changes do not affect Surety's obligation under this bond and Surety waives notice of such changes. Any increase in the Contract Amount as authorized by the Owner shall accordingly increase the Surety's obligation by the same dollar amount of said increase. Principal/Contractor shall be responsible for notification to Surety of all changes to the Contract Amount. The Owner reserves the right to request an addendum or rider to this Bond for any increase in the Contract Amount, and if requested the same shall be provided by the Principal/Contractor and Surety. If the Contract Amount is increased above **twenty-five percent (25%)**, the Principal/Contractor shall promptly obtain an addendum or rider from the Surety for the increased Contract Amount and record the same in the official records. A copy of the recorded addendum or rider shall be provided to the Owner.
5. Principal and Surety expressly acknowledge and agree to be bound by all terms and conditions of the Contract Documents related to liquidated, delay, and time or impact-related damages. Surety shall be bound by the warranty or warranties contained in the Contract Documents and shall be responsible for any and all warranty obligations or damages as a result of latent defects or deficiencies in the work performed under the Contract Documents. The Surety waives all rights against Owner and its agents and employees for damages or other causes of loss by the Surety's performance of its obligations under this Bond, including claims by Surety against the Owner for costs it asserts were not warranted by the Contract Documents, excluding only such rights as the Surety shall have to proceeds of such insurance held by Owner as fiduciary (if any). Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverage's and limitations of this instrument.
6. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.
7. Any action brought under this instrument shall be brought exclusively in the state court of competent jurisdiction in Palm Beach County, Florida, and not elsewhere.

Surety and Contractor, intending to be legally bound hereby, subject to the terms included herein and as required under Florida Statutes, do each cause this Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Witness  
Address:\_\_\_\_\_

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Title

(Corporate Seal)

\_\_\_\_\_  
Witness  
Address:\_\_\_\_\_

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Attorney-in-Fact  
(Attach Power of Attorney)

\_\_\_\_\_  
Print Name

(Corporate Seal)

IMPORTANT: Surety companies executing bonds must appear and remain on the U.S. Treasury Department's most current list (Federal Register) during construction, guarantee, and warranty periods, and be authorized to transact business in the State of Florida.

BOND MUST CONTAIN ORIGINAL SIGNATURES. NO COPIES WILL BE ACCEPTED