

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: October 20, 2009 **Consent** **Regular**
 Workshop **Public Hearing**

Department:

Submitted By: Engineering & Public Works Department

Submitted For: Roadway Production Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A Joint Participation and Project Funding (Agreement) with the City of Riviera Beach Utility Special District (District) in the amount of \$1,077.32 for utility adjustments on Blue Heron Boulevard and Congress Avenue.

SUMMARY: Approval of this Agreement will allow Palm Beach County (County) and the District to jointly participate in the utility adjustments to the water distribution system and other improvements along the right-of-way. The District agrees to reimburse the County for the cost of these utility adjustments and other improvements.

District 7 (MRE)

Background and Justification: The construction contract for this project was awarded by the Board of County Commissioners on July 21, 2009. The District agrees to pay directly to the County all costs attributable to the utility construction of the District owned improvements for the project. The inclusion of these utility adjustments and improvements with the roadway construction will facilitate coordination and minimize disruption by accomplishing both roadway and utility work concurrently.

- Attachments:**
- 1. Location Map
 - 2. Agreement (3)

Recommended by: SB *Osvaldo A. Fernandez* 9/19/09 *Osvaldo*
2024 **Division Director** **Date**

Approved By: *A. J. Webb* 9/28/09
J **County Engineer** **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	\$1,077.32	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	(\$1,077.32)	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	-0-	-0-	-0-	-0-	-0-

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes X No _____
Budget Acct No.: Fund 3501 Dept. 361 Unit 1139 Revenue/Object 6994/8101
Program

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Road Impact Fee Fund - Zone 1
Blue Heron Blvd & Congress Ave Intersection
Utility Relocation Reimbursement

C. Departmental Fiscal Review: adwillhite

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

[Signature] 10/1/09
na 9-25-09 OFMB
CN 9/29/09
B. Approved as to Form and Legal Sufficiency:

[Signature] 10/5/09
Contract Dev and Control
6/20/09 10/5/09

[Signature] 10/8/09
Assistant County Attorney

This Contract complies with our contract review requirements

C. Other Department Review:

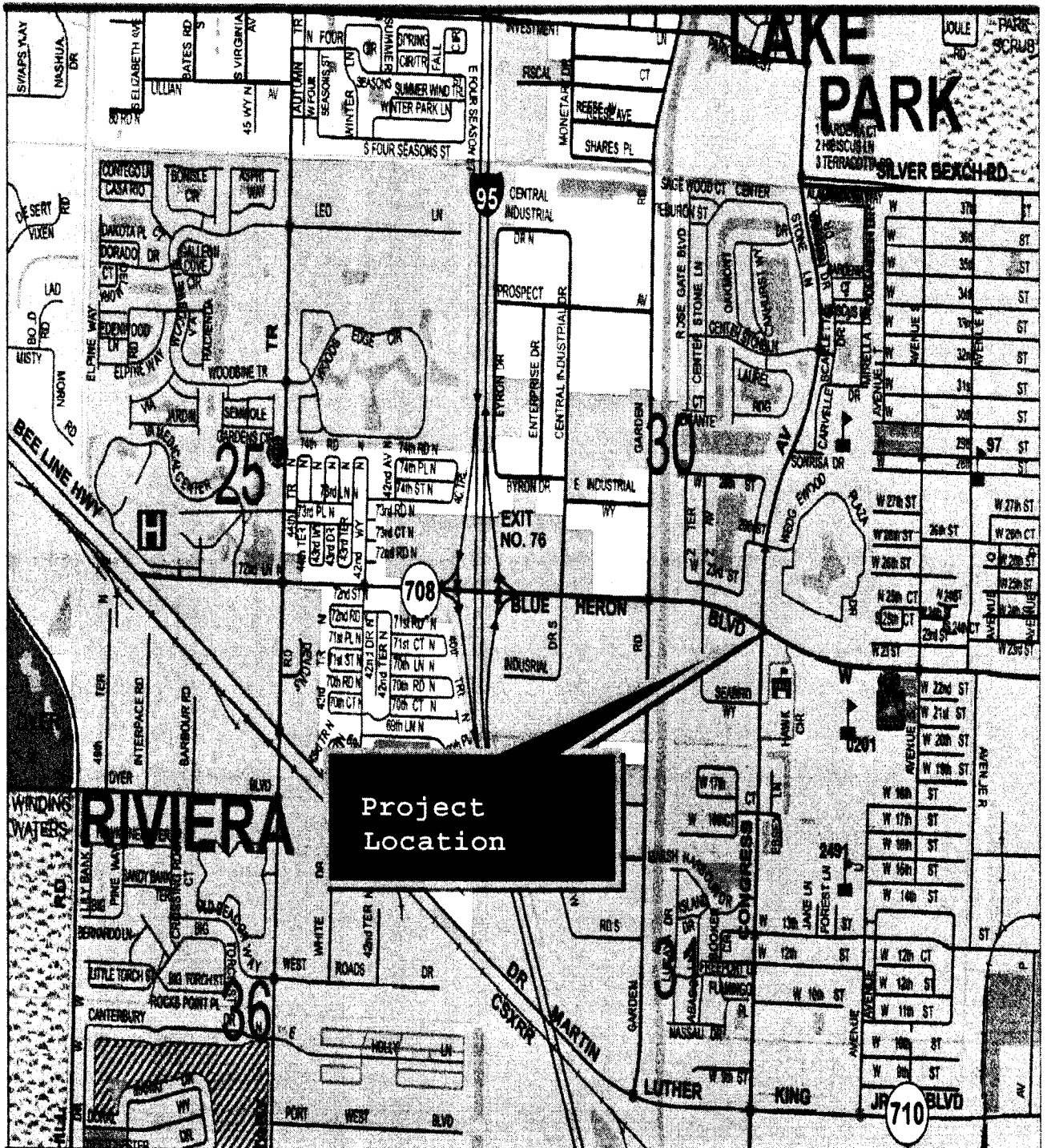
Department Director

This summary is not to be used as a basis for payment.

LOCATION MAP

INTERSECTION IMPROVEMENTS AND UTILITY ADJUSTMENTS

Blue Heron Blvd. and Congress Ave.
PROJECT # 2005102



**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY, FLORIDA
AND
THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT
FOR JOINT PARTICIPATION AND PROJECT FUNDING
IN CONSTRUCTION OF
BLUE HERON BOULEVARD AND CONGRESS AVENUE
PALM BEACH COUNTY PROJECT NO. 2005102**

THIS Interlocal Agreement, (hereinafter "Agreement"), is made as of the _____ day of _____, 2009, by and between Palm Beach County, a political subdivision of the State of Florida, (hereinafter "COUNTY") and the City of Riviera Beach Utility Special District, a municipal corporation existing under the laws of Florida, (hereinafter "DISTRICT"), each one constituting a public agency defined in Part I of Chapter 163, Florida Statutes.

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969", authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, thereby providing services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into Interlocal Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the COUNTY intends to improve the intersection of Blue Heron Boulevard and Congress Avenue (hereinafter the "Project"); and

WHEREAS, the COUNTY and the DISTRICT desire to jointly participate in the construction of utility adjustments to the DISTRICT'S water main and other improvements within the Project area, hereinafter referred to as the "Work"; and

WHEREAS, both COUNTY and DISTRICT declare that it is in the public interest that the "Work" be constructed with the aforementioned PROJECT; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

Section 1. Recitals.

The above recitals are true and correct and are incorporated herein.

Section 2. Term.

The term of this Agreement shall be effective on the date of execution of this Agreement by both parties and shall continue in full force and effect until completion, unless otherwise terminated as provided herein.

Section 3. Project to be Completed by the COUNTY:

COUNTY shall provide construction and administrative services to the "Project" as more specifically described in the Bid Documents for Palm Beach County Project No. 2005102. The Project, as set forth in this Agreement, shall be performed on Blue Heron Blvd. and Congress Ave.

Section 4. Responsibilities and Duties:

A. DISTRICT shall reimburse COUNTY a total estimated cost of **One Thousand Seventy-seven Dollars and 32/100 (\$1,077.32)**, provided COUNTY performs pursuant to the terms and conditions of this Agreement for all "Work" in accordance with the Bid Tabulation (Exhibit "A") and summary (Exhibit "B"), the DISTRICT Utility Items for specified work. Any cost exceeding this amount attributable to DISTRICT Utility Items, shall be paid by the DISTRICT. The COUNTY agrees that the extent of the DISTRICT 'S responsibility under this Agreement shall be limited solely to funding, as stated above.

CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT INTERLOCAL AGREEMENT

- B. Costs shall be based upon actual contract costs using contract unit prices and actual constructed quantities, said quantities being measured by the COUNTY with concurrence by the DISTRICT.
- C. COUNTY shall obtain written approval from the DISTRICT in advance of any change orders which increase the cost attributable to the Work to an amount greater than the contract amount as stated in Paragraph A of this Agreement. Approval shall not be unreasonably withheld.
- D. COUNTY shall secure all necessary easements and permits required to perform the Project.
- E. COUNTY shall publicly bid, administer, construct and inspect the Project and Work in accordance with the Bid Documents and Exhibit "A".
- F. COUNTY shall require the contractor to provide a Public Construction Bond in an amount equal to the contractor's bid for the Project and the Work.
- G. COUNTY shall use its own personnel, Contractor and/or subcontractors to perform this Agreement, and each contractor/subcontractor shall indemnify and save harmless the DISTRICT against or from all cost, expense, damages, injury, or loss to which the DISTRICT may be subjected by reason of any wrongdoing, misconduct, want of care of skill, negligence, failure to complete within the prescribed time, or default, including patent infringement, on the part of contractor/subcontractor, (his), (its), (their) agents or employees, in the execution or performance of said Contract.
- H. Upon completion of the Project and the Work, the DISTRICT shall repair and maintain the water system, at DISTRICT 'S expense.

Section 5. Payments/Invoicing and Reimbursement:

The COUNTY will invoice the DISTRICT on a periodic basis during construction of the project and the Work. The DISTRICT agrees to provide to COUNTY reimbursement funding for documented costs for the Work in the amount established in Section 4.A. Upon COUNTY'S submission of acceptable documents needed to substantiate their costs for the Work, DISTRICT will use its best efforts to provide said funds to COUNTY on a reimbursement basis within thirty (30) days of receipt of all required documents. COUNTY shall submit all invoices to the DISTRICT identifying the Work, including COUNTY'S total expenditure for the Project, and identifying the amount attributable to the DISTRICT'S "Work" under Exhibit "A". COUNTY shall supply any further documentation such as copies of paid receipts, canceled checks, invoices and other documents deemed necessary by the DISTRICT within seven (7) calendar days of request by the DISTRICT. Invoices received from COUNTY will be reviewed and approved by the DISTRICT to ensure that expenditures have been made in conformity with this Agreement. Invoices will normally be paid within thirty (30) days following approval. In no event shall the DISTRICT provide advance funding to the COUNTY.

The Project and the Work will be initiated by the COUNTY. Only those costs incurred by the COUNTY relating to the Work are eligible for reimbursement by the DISTRICT pursuant to the terms and conditions hereof. In the event the COUNTY ceases or suspends the Project or the Work for any reason, the DISTRICT will reimburse the COUNTY for the Work completed as of the date the County uses to suspend the Work. Any remaining unpaid portion of this Agreement shall be retained by the DISTRICT and the DISTRICT shall have no further obligation to honor reimbursement requests submitted by the COUNTY.

Section 6. Repayment

COUNTY shall repay the DISTRICT for all unauthorized, illegal or unlawful expenditures of revenues, including those discovered after the expiration or termination of this Agreement. Funds which are to be repaid to the DISTRICT are to be repaid by delivering to the DISTRICT payment for the total amount due and payable to the DISTRICT, within ten (10) days of the DISTRICT'S demand. Nothing contained herein shall act as a limitation of the DISTRICT'S right to be repaid, as a waiver of any rights of the DISTRICT or exclude the DISTRICT from pursuing any other remedy which may be available to it under law or equity.

CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT INTERLOCAL AGREEMENT

Section 7. Access and Audits:

COUNTY shall maintain books, records, and documents to justify all charges, expenses and costs incurred under this Agreement and in performing the Project, in accordance with Generally Accepted Accounting Principles (GAAP), as promulgated by the Government Finance Officers Association from time to time. The DISTRICT shall have access to all books, records, and documents as required in this Agreement, and for at least three (3) years after completion of the Project. In the event any work is subcontracted by COUNTY, COUNTY shall similarly require each Contractor and subcontractor to maintain and allow access to such records for audit purposes.

Section 8. Independent Contractor:

COUNTY is, and shall be, in the performance of all work, services and activities under this Agreement an Independent Contractor and not an employee, agent or servant of DISTRICT. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to COUNTY'S sole direction, supervision, and control. COUNTY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects COUNTY'S relationship and the relationship of its employees to the DISTRICT shall be that of an Independent Contractor and not as employees or agents of the DISTRICT.

COUNTY does not have the power or authority to bind the DISTRICT in any promise, Agreement or representation.

Section 9. Personnel:

COUNTY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the DISTRICT.

All of the services required hereinunder shall be performed by COUNTY or under its supervision, and personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

All of COUNTY'S personnel, Contractors and all subcontractors while on County premises will conduct themselves in an acceptable manner and follow acceptable safety and security procedures.

Section 10. Indemnification:

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, and COUNTY/ DISTRICT shall indemnify, defend, and hold harmless COUNTY/ DISTRICT against any and all actions, claims, or damages arising out of COUNTY'S/ DISTRICT'S actions in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful, or intentional acts or omissions.

This Indemnification provision shall survive the expiration or termination of this Agreement.

Section 11. Annual Appropriation:

The obligations of the COUNTY and the DISTRICT under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the DISTRICT. However once the Work has commenced it shall be prosecuted to completion and this agreement shall be binding upon the parties and shall no longer be contingent upon the availability of funds needed for the construction and neither party shall have the right to terminate the subject Agreement for the reason that sufficient funds are not available for the construction project.

Section 12. Breach and Opportunity to Cure:

The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement, each party shall have thirty (30) days written notice before exercising any of its rights.

CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT INTERLOCAL AGREEMENT

Section 13. Enforcement Costs:

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties.

Section 14. Notice:

All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage prepaid, to the following:

All notice to the DISTRICT shall be sent to:

City of Riviera Beach Utility Special District
600 W. Blue Heron Blvd.
Riviera Beach, Fl 33404
ATTN: Mr. Edward Sierra, Ph.D.
Utility Special District Executive Director

All notice to the COUNTY shall be sent to:

Palm Beach County Engineering and Public Works
Roadway Production Division
P.O. Box 21229
West Palm Beach, FL 33416-1229
ATTN: Mr. Omelio A. Fernandez, P.E., Director

Section 15. Modification and Amendment:

Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

Section 16. Remedies:

This Agreement shall be governed by and in accordance with the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

Section 17. Joint Preparation:

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

Section 18. Equal Opportunity:

COUNTY and DISTRICT agree that no person shall on the grounds of race, color, creed, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement. COUNTY will ensure that all contracts let for the project pursuant to the terms of this Agreement will contain a similar non-discrimination and equal opportunity clause.

Section 19. Execution:

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 20. Filing:

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT INTERLOCAL AGREEMENT

Section 21. Termination:

This Agreement may be terminated by either party to this Agreement upon sixty (60) days written notice to the other party, except as otherwise addressed in this agreement.

Section 22. Compliance with Codes and Laws:

COUNTY shall abide by all applicable federal, state and local laws, orders, rules and regulations when performing under this Agreement. COUNTY further agrees to include this provision in all subcontracts issued as a result of this Agreement.

Section 23. Public Entity Crime Certification:

As provided in F.S. 287.132-133, as may be amended from time to time, by entering into this Agreement or performing any work in furtherance hereof, COUNTY shall have its contractors certify that their affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

Section 24. Severability:

If any section, paragraph, sentence, clause or provision of this Agreement is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this Agreement.

Section 25. Entirety of Agreement:

COUNTY and DISTRICT agree that this Agreement sets forth the entire Agreement between the parties, and there are no promises or understandings other than those stated herein.

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on the day and year first written above.

CITY OF RIVIERA BEACH
UTILITY SPECIAL DISTRICT

PALM BEACH COUNTY, FLORIDA,
BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: *Chris Pauls*
Chairperson

BY: _____
John F. Koons, Chairperson

ATTEST:

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK

SHARON R. BOCK,
CLERK & COMPTROLLER

BY: *C. E. Ward* 8/19/09.
(DATE)

BY: _____
(DATE)

BY: *Ornelis A. Fernandez*
APPROVED AS TO TERMS
AND CONDITIONS

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: *Patricia H. Ryan*
City District Attorney

BY: _____
Assistant County Attorney

ATTACHMENT "B"

CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT

PROJECT NAME: Blue Heron Blvd. and Congress Ave. (Phase I)
PROJECT NUMBER: 2005102
CONTRACTOR: H & J Contracting, Inc.

<u>ITEM</u>	<u>QUANTITY /UNITS</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
REGULAR ROADWAY ITEMS			
20	ADJUST UTILITY MANHOLES 2 EA	\$301.85	\$603.70
21	ADJUST VALVE BOXES (INCL. CONCRETE COLLAR) 2 EA	\$236.81	\$473.62
		TOTAL	\$1,077.32

BLUE HERON BLVD. & CONGRESS AVE. (PHASE I)
INTERSECTION IMPROVEMENTS
PBC PROJECT NO 2005102

ATTACHMENT "A"

H & J CONTRACTING, INC.

ROSSO PAVING & DRAINAGE, INC.

HARDRIVES, INC.

MEDIAN
PRICE

	ITEM	QTY	UNITS	UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		
	REGULAR ROADWAY ITEMS												
1	MOBILIZATION	1	LS	\$18,554.87	\$18,554.87		\$50,550.00	\$50,550.00		\$65,500.00	\$65,500.00		\$42,000.00
2	MAINTENANCE OF TRAFFIC (INCLUDES PEDESTRIAN M.O.T.)	1	LS	\$22,500.00	\$22,500.00		\$15,600.00	\$15,600.00		\$38,000.00	\$38,000.00		\$38,000.00
3	TEMPORARY TRAFFIC CONTROL PLANS (SEE GP'S)	1	LS	\$1,605.00	\$1,605.00		\$1,500.00	\$1,500.00		\$100.00	\$100.00		\$1,500.00
4	NPDES COMPLIANCE (SEE SP'S)	1	LS	\$7,351.76	\$7,351.76		\$1,500.00	\$1,500.00		\$1,800.00	\$1,800.00		\$3,700.00
5	CLEARING & GRUBBING	1	LS	\$26,300.00	\$26,300.00		\$12,900.00	\$12,900.00		\$13,150.00	\$13,150.00		\$26,300.00
6	REGULAR EXCAVATION	907	CY	\$15.00	\$13,605.00		\$12.65	\$11,473.55		\$10.50	\$9,523.50		\$12.65
7	EMBANKMENT (COMPACTED IN PLACE)	88	CY	\$8.00	\$704.00		\$12.65	\$1,113.20		\$35.00	\$3,080.00		\$16.00
8	BASE COURSE (13.5" ROCK)(3 LIFTS)	1,389	SY	\$23.00	\$31,947.00		\$23.45	\$32,572.05		\$21.60	\$30,002.40		\$26.00
9	TYPE S-I ASPHALTIC CONCRETE (1-1/2")	1,389	SY	\$9.69	\$13,459.41		\$8.35	\$11,598.15		\$10.00	\$13,890.00		\$10.00
10	TYPE S-III ASPHALTIC CONCRETE (1")	8,144	SY	\$4.92	\$40,068.48		\$5.90	\$48,049.60		\$5.50	\$44,792.00		\$5.50
11	TYPE S ASPHALTIC CONCRETE (OVERBUILD)(1" AVG.)	49	TN	\$133.50	\$6,541.50		\$138.60	\$6,791.40		\$120.00	\$5,880.00		\$133.50
12	MILLING EXISTING ASPHALT PAVEMENT (1" AVG. DEPTH)	6,755	SY	\$1.77	\$11,956.35		\$2.65	\$17,900.75		\$1.35	\$9,119.25		\$2.50
13	INLET (CURB) (TYPE P-5)	1	EA	\$3,260.31	\$3,260.31		\$2,652.00	\$2,652.00		\$2,700.00	\$2,700.00		\$3,438.88
14	INLET (CURB) (TYPE P-6) (<10')	3	EA	\$3,723.62	\$11,170.86		\$2,856.00	\$8,568.00		\$2,940.00	\$8,820.00		\$3,723.62
15	MANHOLE TOP (TYPE 8)	5	EA	\$1,579.48	\$7,897.40		\$1,530.00	\$7,650.00		\$1,575.00	\$7,875.00		\$1,579.48
16	TYPE P BOX	5	EA	\$2,347.27	\$11,736.35		\$2,040.00	\$10,200.00		\$2,100.00	\$10,500.00		\$2,200.00
17	TYPE J BOX	1	EA	\$4,080.00	\$4,080.00		\$4,080.00	\$4,080.00		\$4,200.00	\$4,200.00		\$4,080.00
18	MODIFY EXISTING DRAINAGE STRUCTURE	1	EA	\$2,016.28	\$2,016.28		\$1,836.00	\$1,836.00		\$1,890.00	\$1,890.00		\$1,890.00
19	ADJUST MANHOLES	3	EA	\$301.85	\$905.55	<	\$255.00	\$765.00		\$270.00	\$810.00		\$301.85
20	ADJUST UTILITY MANHOLES	4	EA	\$301.85	\$1,207.40	<	\$306.00	\$1,224.00		\$315.00	\$1,260.00		\$400.00
21	ADJUST VALVE BOXES (INCL. CONCRETE COLLAR)	2	EA	\$236.81	\$473.62	<	\$244.80	\$489.60		\$250.00	\$500.00		\$244.80
22	CONCRETE PIPE CULVERT (18") CLASS III	239	LF	\$38.65	\$9,237.35		\$61.20	\$14,626.80		\$64.00	\$15,296.00		\$61.20
23	STORM SEWER PUMPING (EXIST.) (24" OR LESS) (SEE SP'S)	1,199	LF	\$3.21	\$3,848.79		\$3.10	\$3,716.90		\$4.10	\$4,915.90		\$3.45
24	CONCRETE CURB & GUTTER (TYPE F)	1,877	LF	\$12.27	\$23,030.79		\$20.00	\$37,540.00		\$21.50	\$40,355.50		\$20.00
25	ENGRAVING OF CURB FACE (SEE SP'S)	8	EA	\$21.00	\$168.00		\$612.00	\$4,896.00		\$220.00	\$1,760.00		\$449.67

**BLUE HERON BLVD. & CONGRESS AVE. (PHASE I)
INTERSECTION IMPROVEMENTS
PBC PROJECT NO 2005102**

H & J CONTRACTING, INC.

**ROSSO PAVING & DRAINAGE,
INC.**

HARDRIVES, INC.

**MEDIAN
PRICE**

	ITEM	QTY	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
26	CONCRETE SIDEWALK (4" THICK)	900	SY	\$24.15	\$21,735.00	\$31.30	\$28,170.00	\$31.00	\$27,900.00	\$35.00
27	COLOR TREATED AND STAMPED CONCRETE (SEE SP'S)	125	SY	\$68.92	\$8,615.00	\$73.50	\$9,187.50	\$66.00	\$8,250.00	\$73.50
28	SODDING	1,460	SY	\$3.09	\$4,511.40	\$2.50	\$3,650.00	\$1.95	\$2,847.00	\$3.09
29	IRRIGATION SLEEVES (6" PVC) (SCH 80) (DIRECTIONAL BORE)	90	LF	\$56.70	\$5,103.00	\$37.80	\$3,402.00	\$45.00	\$4,050.00	\$45.00
30	RELOCATE EXISTING PULL BOX (17"x30"x12")	1	EA	\$462.96	\$462.96	\$463.00	\$463.00	\$470.00	\$470.00	\$495.66
31	PULL BOXES (17"x30"x12")	7	EA	\$365.74	\$2,560.18	\$365.75	\$2,560.25	\$370.00	\$2,590.00	\$391.69
32	PULL BOXES (30"x48"x24")	1	EA	\$1,675.73	\$1,675.73	\$1,675.75	\$1,675.75	\$1,690.00	\$1,690.00	\$1,794.11
33	2- 2" PVC SCHEDULE 40 CONDUITS (TRAFFIC)	1,600	LF	\$7.06	\$11,296.00	\$7.10	\$11,360.00	\$7.10	\$11,360.00	\$7.10
34	2- 2" PVC SCHEDULE 40 CONDUITS (TRAFFIC)(DIRECTIONAL BORE)	175	LF	\$14.23	\$2,490.25	\$14.25	\$2,493.75	\$14.40	\$2,520.00	\$15.50
35	SFWMD COMPLETION CERTIFICATION (SEE SP'S)	1	LS	\$5,250.00	\$5,250.00	\$1,000.00	\$1,000.00	\$300.00	\$300.00	\$1,574.88
36	RECORD DRAWINGS (SEE SP'S)	1	LS	\$7,350.00	\$7,350.00	\$2,000.00	\$2,000.00	\$1,600.00	\$1,600.00	\$2,530.00
	TOTAL REGULAR ROADWAY ITEMS				\$344,675.59		\$375,755.25		\$399,296.55	
	CONTINGENCY ITEMS									
37	FLOWABLE FILL	10	CY	\$174.44	\$1,744.40	\$148.00	\$1,480.00	\$150.00	\$1,500.00	\$174.44
38	CLASS I CONCRETE (MISCELLANEOUS)	20	CY	\$135.37	\$2,707.40	\$385.00	\$7,700.00	\$400.00	\$8,000.00	\$400.00
39	STORM SEWER CLEANING (EXIST.) (24" OR LESS) (SEE SP'S)	1,199	LF	\$3.21	\$3,848.79	\$4.10	\$4,915.90	\$5.10	\$6,114.90	\$4.50
40	VARIABLE MESSAGE BOARD (NON-MOT)	2	ED	\$449.40	\$898.80	\$50.00	\$100.00	\$25.00	\$50.00	\$34.50
41	TRAFFIC CONTROL OFFICER (NON-MOT)	60	MH	\$89.17	\$5,350.20	\$55.00	\$3,300.00	\$50.00	\$3,000.00	\$55.00
42	SUPPORT AND PROTECT 4-4" PVC AT&T DUCT BANK	200	LF	\$5.35	\$1,070.00	\$7.15	\$1,430.00	\$5.00	\$1,000.00	\$5.35
43	SUPPORT AND PROTECT AT&T FIBER OPTIC CABLE	50	LF	\$5.35	\$267.50	\$7.15	\$357.50	\$5.00	\$250.00	\$7.15
	TOTAL CONTINGENCY ITEMS				\$15,887.09		\$19,283.40		\$19,914.90	
	TOTAL BID				\$360,562.68		\$395,038.65		\$419,211.45	

**BLUE HERON BLVD. & CONGRESS AVE. (PHASE I)
INTERSECTION IMPROVEMENTS
PBC PROJECT NO 2005102**

**BUDGET CONSTRUCTION
COMPANY, INC.**

**RANGER CONSTRUCTION
INDUSTRIES, INC.**

**WEEKLEY ASPHALT
PAVING, INC.**

AMERICAN ENG. & DEV. CORP.

	ITEM	QTY	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
	REGULAR ROADWAY ITEMS										
1	MOBILIZATION	1	LS	\$42,000.00	\$42,000.00	\$81,000.00	\$81,000.00	\$29,446.83	\$29,446.83	\$36,085.00	\$36,085.00
2	MAINTENANCE OF TRAFFIC (INCLUDES PEDESTRIAN M.O.T.)	1	LS	\$10,000.00	\$10,000.00	\$42,400.00	\$42,400.00	\$76,644.88	\$76,644.88	\$38,070.00	\$38,070.00
3	TEMPORARY TRAFFIC CONTROL PLANS (SEE GP'S)	1	LS	\$2,500.00	\$2,500.00	\$1,200.00	\$1,200.00	\$5,905.82	\$5,905.82	\$1,085.00	\$1,085.00
4	NPDES COMPLIANCE (SEE SP'S)	1	LS	\$3,700.00	\$3,700.00	\$1,300.00	\$1,300.00	\$5,259.21	\$5,259.21	\$12,460.00	\$12,460.00
5	CLEARING & GRUBBING	1	LS	\$37,000.00	\$37,000.00	\$17,800.00	\$17,800.00	\$31,548.49	\$31,548.49	\$43,735.00	\$43,735.00
6	REGULAR EXCAVATION	907	CY	\$12.00	\$10,884.00	\$11.15	\$10,113.05	\$13.25	\$12,017.75	\$41.45	\$37,595.15
7	EMBANKMENT (COMPACTED IN PLACE)	88	CY	\$16.00	\$1,408.00	\$11.50	\$1,012.00	\$29.33	\$2,581.04	\$84.45	\$7,431.60
8	BASE COURSE (13.5" ROCK)(3 LIFTS)	1,389	SY	\$26.00	\$36,114.00	\$26.40	\$36,669.60	\$34.81	\$48,351.09	\$26.55	\$36,877.95
9	TYPE S-I ASPHALTIC CONCRETE (1-1/2")	1,389	SY	\$13.50	\$18,751.50	\$10.10	\$14,028.90	\$7.50	\$10,417.50	\$16.25	\$22,571.25
10	TYPE S-III ASPHALTIC CONCRETE (1")	8,144	SY	\$7.00	\$57,008.00	\$5.30	\$43,163.20	\$5.00	\$40,720.00	\$10.85	\$88,362.40
11	TYPE S ASPHALTIC CONCRETE (OVERBUILD)(1" AVG.)	49	TN	\$150.00	\$7,350.00	\$126.00	\$6,174.00	\$90.00	\$4,410.00	\$163.00	\$7,987.00
12	MILLING EXISTING ASPHALT PAVEMENT (1" AVG. DEPTH)	6,755	SY	\$3.50	\$23,642.50	\$1.55	\$10,470.25	\$2.50	\$16,887.50	\$4.45	\$30,059.75
13	INLET (CURB) (TYPE P-5)	1	EA	\$3,800.00	\$3,800.00	\$3,860.00	\$3,860.00	\$3,438.88	\$3,438.88	\$4,100.00	\$4,100.00
14	INLET (CURB) (TYPE P-6) (<10')	3	EA	\$4,200.00	\$12,600.00	\$5,130.00	\$15,390.00	\$3,397.28	\$10,191.84	\$4,150.00	\$12,450.00
15	MANHOLE TOP (TYPE 8)	5	EA	\$1,600.00	\$8,000.00	\$1,590.00	\$7,950.00	\$2,780.11	\$13,900.55	\$1,300.00	\$6,500.00
16	TYPE P BOX	5	EA	\$2,600.00	\$13,000.00	\$3,040.00	\$15,200.00	\$1,805.44	\$9,027.20	\$2,200.00	\$11,000.00
17	TYPE J BOX	1	EA	\$4,500.00	\$4,500.00	\$4,730.00	\$4,730.00	\$3,379.30	\$3,379.30	\$3,850.00	\$3,850.00
18	MODIFY EXISTING DRAINAGE STRUCTURE	1	EA	\$1,300.00	\$1,300.00	\$2,270.00	\$2,270.00	\$6,070.59	\$6,070.59	\$975.00	\$975.00
19	ADJUST MANHOLES	3	EA	\$500.00	\$1,500.00	\$284.00	\$852.00	\$949.94	\$2,849.82	\$750.00	\$2,250.00
20	ADJUST UTILITY MANHOLES	4	EA	\$400.00	\$1,600.00	\$533.00	\$2,132.00	\$2,089.86	\$8,359.44	\$750.00	\$3,000.00
21	ADJUST VALVE BOXES (INCL. CONCRETE COLLAR)	2	EA	\$350.00	\$700.00	\$266.00	\$532.00	\$196.73	\$393.46	\$100.00	\$200.00
22	CONCRETE PIPE CULVERT (18") CLASS III	239	LF	\$80.00	\$19,120.00	\$62.30	\$14,889.70	\$28.10	\$6,715.90	\$57.00	\$13,623.00
23	STORM SEWER PUMPING (EXIST.) (24" OR LESS) (SEE SP'S)	1,199	LF	\$4.00	\$4,796.00	\$3.45	\$4,136.55	\$3.37	\$4,040.63	\$5.00	\$5,995.00
24	CONCRETE CURB & GUTTER (TYPE F)	1,877	LF	\$16.00	\$30,032.00	\$16.80	\$31,533.60	\$21.38	\$40,130.26	\$26.80	\$50,303.60
25	ENGRAVING OF CURB FACE (SEE SP'S)	8	EA	\$600.00	\$4,800.00	\$23.00	\$184.00	\$449.67	\$3,597.36	\$865.00	\$6,920.00

**BLUE HERON BLVD. & CONGRESS AVE. (PHASE I)
INTERSECTION IMPROVEMENTS
PBC PROJECT NO 2005102**

**BUDGET CONSTRUCTION
COMPANY, INC.**

**RANGER CONSTRUCTION
INDUSTRIES, INC.**

**WEEKLEY ASPHALT
PAVING, INC.**

AMERICAN ENG. & DEV. CORP.

	ITEM	QTY	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
26	CONCRETE SIDEWALK (4" THICK)	900	SY	\$35.00	\$31,500.00	\$35.05	\$31,545.00	\$45.02	\$40,518.00	\$39.00	\$35,100.00
27	COLOR TREATED AND STAMPED CONCRETE (SEE SP'S)	125	SY	\$75.00	\$9,375.00	\$58.45	\$7,306.25	\$89.01	\$11,126.25	\$102.90	\$12,862.50
28	SODDING	1,460	SY	\$4.00	\$5,840.00	\$4.45	\$6,497.00	\$12.70	\$18,542.00	\$2.00	\$2,920.00
29	IRRIGATION SLEEVES (6" PVC) (SCH 80) (DIRECTIONAL BORE)	90	LF	\$40.00	\$3,600.00	\$46.00	\$4,140.00	\$34.97	\$3,147.30	\$50.00	\$4,500.00
30	RELOCATE EXISTING PULL BOX (17"x30"x12")	1	EA	\$500.00	\$500.00	\$909.00	\$909.00	\$495.66	\$495.66	\$1,245.00	\$1,245.00
31	PULL BOXES (17"x30"x12")	7	EA	\$400.00	\$2,800.00	\$803.00	\$5,621.00	\$391.69	\$2,741.83	\$1,245.00	\$8,715.00
32	PULL BOXES (30"x48"x24")	1	EA	\$1,800.00	\$1,800.00	\$2,240.00	\$2,240.00	\$1,794.11	\$1,794.11	\$2,045.00	\$2,045.00
33	2- 2" PVC SCHEDULE 40 CONDUITS (TRAFFIC)	1,600	LF	\$7.70	\$12,320.00	\$7.70	\$12,320.00	\$4.13	\$6,608.00	\$6.80	\$10,880.00
34	2- 2" PVC SCHEDULE 40 CONDUITS (TRAFFIC)(DIRECTIONAL BORE)	175	LF	\$15.50	\$2,712.50	\$15.55	\$2,721.25	\$17.99	\$3,148.25	\$24.15	\$4,226.25
35	SFWMD COMPLETION CERTIFICATION (SEE SP'S)	1	LS	\$2,875.00	\$2,875.00	\$1,150.00	\$1,150.00	\$1,574.88	\$1,574.88	\$2,710.00	\$2,710.00
36	RECORD DRAWINGS (SEE SP'S)	1	LS	\$2,530.00	\$2,530.00	\$4,020.00	\$4,020.00	\$1,030.02	\$1,030.02	\$13,770.00	\$13,770.00
TOTAL REGULAR ROADWAY ITEMS					\$431,958.50		\$447,460.35		\$487,011.64		\$582,460.45
CONTINGENCY ITEMS											
37	FLOWABLE FILL	10	CY	\$180.00	\$1,800.00	\$302.00	\$3,020.00	\$191.11	\$1,911.10	\$150.00	\$1,500.00
38	CLASS I CONCRETE (MISCELLANEOUS)	20	CY	\$400.00	\$8,000.00	\$517.00	\$10,340.00	\$955.56	\$19,111.20	\$150.00	\$3,000.00
39	STORM SEWER CLEANING (EXIST.) (24" OR LESS) (SEE SP'S)	1,199	LF	\$3.50	\$4,196.50	\$4.60	\$5,515.40	\$4.50	\$5,395.50	\$5.00	\$5,995.00
40	VARIABLE MESSAGE BOARD (NON-MOT)	2	ED	\$30.00	\$60.00	\$34.50	\$69.00	\$13.49	\$26.98	\$115.50	\$231.00
41	TRAFFIC CONTROL OFFICER (NON-MOT)	60	MH	\$42.00	\$2,520.00	\$70.10	\$4,206.00	\$50.59	\$3,035.40	\$81.50	\$4,890.00
42	SUPPORT AND PROTECT 4-4" PVC AT&T DUCT BANK	200	LF	\$4.00	\$800.00	\$16.00	\$3,200.00	\$28.10	\$5,620.00	\$5.00	\$1,000.00
43	SUPPORT AND PROTECT AT&T FIBER OPTIC CABLE	50	LF	\$8.40	\$420.00	\$16.00	\$800.00	\$73.07	\$3,653.50	\$6.00	\$300.00
TOTAL CONTINGENCY ITEMS					\$17,796.50		\$27,150.40		\$38,753.68		\$16,916.00
TOTAL BID					\$449,755.00		\$474,610.75		\$525,765.32		\$599,376.45

**BLUE HERON BLVD. & CONGRESS AVE. (PHASE I)
INTERSECTION IMPROVEMENTS
PBC PROJECT NO 2005102**

THE ITEMS AND QUANTITIES ABOVE, SHALL GOVERN OVER THE PLANS.

PAY ITEM FOOTNOTES IN CONSTRUCTION PLANS SHALL ALSO BE INCLUDED IN ITEM UNIT PRICE.

ALL STRUCTURE BOXES ARE 10 FEET OR LESS IN DEPTH, UNLESS OTHERWISE NOTED.

THE COST OF BREAKING INTO EXISTING STRUCTURES IS INCIDENTAL TO COST OF PIPE.

BASEROCK & ASPHALTIC CONCRETE ITEMS INCLUDE BITUMINOUS MATERIAL & TACK COAT AS REQUIRED.

CONTRACTOR IS RESPONSIBLE FOR "TRENCH SAFETY COMPLIANCE" IN ACCORDANCE WITH THE SPECIAL PROVISIONS.

SODDING - SHALL BE IN ACCORDANCE WITH THE GENERAL PROVISIONS OF THESE SPECIFICATIONS (SECT. 575).

CHANGEABLE (VARIABLE) MESSAGE SIGN (NON-MOT) AND TRAFFIC CONTROL OFFICERS (NON-MOT) IN ACCORDANCE WITH THE GENERAL PROVISIONS (Section 102).

NOTES:

+ INDICATES A DISCREPANCY/ERROR IN THE ITEM

WORKING DAYS TO COMPLETE (150) CALENDAR DAYS.

BIDS AS READ AT OPENING DATE, MAY 12, 2009 (2PM).

ALL BIDS SUBJECT TO OSBA SBE COMPLIANCE AND BOARD APPROVAL.

PREPARED BY: ROSE ANN CLEMENTS, TECHNICAL ASST. II

CHECKED BY: ROSE ANN CLEMENTS, TECHNICAL ASST. II