

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: June 19, 2012      ☒ Consent      ☐ Regular  
   ☐ Workshop      ☐ Public Hearing

Department:  
Submitted By: Engineering & Public Works  
Submitted For: Roadway Production Division

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I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to receive and file:

- A) A joint participation and project funding agreement with Comcast for utility adjustments at East Ocean Avenue (Lantana) Bridge over the Intracoastal Waterway; and
- B) A joint participation and project funding agreement with AT&T Florida for utility adjustments at Haverhill Road and Dyer Boulevard.

**SUMMARY:** This receive and file will record one agreement with Comcast and one agreement with AT&T Florida which were both executed by the Deputy County Engineer. These items are being submitted in accordance with Countywide PPM No. CW-0-051 to allow the Clerk's Office to note and receive the executed agreements.

Districts 4 and 7 (MRE)

**Background and Justification:** On September 13, 2011 (R2011-1292), the Board of County Commissioners granted the County Administrator or his designee authority to execute utility agreements. On September 19, 2011 the County Administrator delegated this authority to the County Engineer, the Deputy County Engineer, and the Assistant County Engineer.

**Attachments:**

- 1. Two (2) Joint Participation and Project Funding Agreements

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Recommended by: *[Signature]* Division Director      5/16/12 Date

Approved By: *[Signature]* County Engineer      5/21/12 Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	<u>8,563</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(8,563)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>\$ -0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No

#### Budget Account No:

Fund 3500 Dept 361 Unit 1001-01 Object 8201/6948  
Fund 3502 Dept 361 Unit 1356 Object 8201/6948

#### Recommended Sources of Funds/Summary of Fiscal Impact:

Transportation Improvement Fund  
Bridges & Crossings/Ocean Ave. Bridge Over Intercoastal Waterway  
Road Impact Fee Fund - Zone 2  
Haverhill Road and Dyer Boulevard Intersection

#### Recommended Sources of Funds/Summary of Fiscal Impact:

The budgets for utility relocations were amended when the construction contracts were brought before the Board.

### C. Departmental Fiscal Review:

Alicia Kovalainen

## III. REVIEW COMMENTS

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

N. Diaz 5/23/12  
OFMB  
SN 5/23/12 sbal12 5/22/12  
CE

Dr. J. Jacobson 5/23/12  
Contract Dev. and Control

### B. Approved as to Form and Legal Sufficiency:

Markus Peltola 5/29/12  
Assistant County Attorney

### C. Other Department Review:

\_\_\_\_\_  
Department Director

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

**AGREEMENT BETWEEN PALM BEACH COUNTY, FLORIDA  
AND  
COMCAST  
FOR JOINT PARTICIPATION AND PROJECT FUNDING  
IN CONSTRUCTION OF  
EAST OCEAN AVENUE (LANTANA) BRIDGE OVER INTRACOASTAL WATERWAY  
PALM BEACH COUNTY PROJECT NO. 2003205**

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**THIS Agreement** is made as of the 16 day of NOV, 2011, by and between Palm Beach County, a political subdivision of the State of Florida, (hereinafter "COUNTY") and Comcast, a corporation existing under the laws of Florida, (hereinafter "COMCAST").

**WHEREAS**, the COUNTY intends to improve East Ocean Ave. Bridge in Lantana over Intracoastal Waterway (hereinafter the "Project"); and

**WHEREAS**, the COUNTY and COMCAST desire to jointly participate in the construction of utility adjustments to COMCAST's facilities and other improvements within the Project area, hereinafter referred to as the "Work"; and

**WHEREAS**, both COUNTY and COMCAST 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. Project and Work 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. 3003205. Said Bid Documents include the Work as shown in COMCAST's prepared Utility Matrix, Applicable Technical Specifications, Standard Construction Details, and/or Approved Product List. The Project, as set forth in this Agreement, shall be performed on East Ocean Ave. Bridge in Lantana over Intracoastal Waterway

Section 3. Responsibilities and Duties:

A. COMCAST shall reimburse COUNTY a total estimated cost of **Six Thousand Two Hundred Dollars (\$6,200.00)**, 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"). Any cost exceeding this amount attributable to Comcast Utility Items shall be paid by COMCAST.

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 COMCAST.

C. COUNTY shall obtain written approval from COMCAST 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. COMCAST's responsibility for change order costs includes any costs associated with COMCAST's failure to approve change orders in a timely manner.

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. Upon completion of the Project and the Work, COMCAST shall repair and maintain the Work, at COMCAST's expense.

#### Section 4. Payments/Invoicing and Reimbursement:

The COUNTY will invoice COMCAST on a periodic basis during construction of the Project and the Work. COMCAST agrees to provide to COUNTY reimbursement funding for documented costs for the Work in the amount established in Section 3.A. Upon COUNTY'S submission of acceptable documents needed to substantiate their costs for the Work, COMCAST 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 COMCAST identifying the Work, including COUNTY'S total expenditure for the Project. COUNTY shall supply any further documentation such as copies of paid receipts, canceled checks, invoices and other documents deemed necessary by COMCAST within seven (7) calendar days of request by COMCAST. Invoices received from COUNTY will be reviewed and approved by COMCAST to insure that expenditures have been made in conformity with this Agreement. Invoices will normally be paid within thirty (30) days following approval.

The Project and the Work will be administered by the COUNTY. Only those costs incurred by the COUNTY relating to the Work are eligible for reimbursement by COMCAST pursuant to the terms and conditions hereof. In the event the COUNTY ceases or suspends the Project or the Work for any reason, COMCAST 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 COMCAST, and COMCAST shall have no further obligation to honor reimbursement requests submitted by the COUNTY.

#### Section 5. Repayment

COUNTY shall repay COMCAST for all unauthorized, illegal or unlawful expenditures of revenues, including those discovered after the expiration or termination of this Agreement.

#### Section 6. Access and Audits:

COUNTY and COMCAST 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). The COUNTY and COMCAST 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 7. Independent Contractor:

COUNTY and COMCAST are and shall be, in the performance of all work, services and activities under this Agreement Independent Contractors and not employees, agents or servants of the other party. All COUNTY employees engaged in 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. All COMCAST employees engaged in the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to COMCAST's sole direction, supervision, and control. The Parties shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the parties relationship and the relationship of its employees to the other party shall be that of an Independent Contractor and not as employees or agents of the other.

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

#### Section 8. 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 COMCAST.

All of the services required herein under shall be performed by COUNTY or its contractor, 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 9. Indemnification:

The COUNTY shall require each contractor engaged by the COUNTY for the Work to:

- A. Indemnify, defend, save and hold harmless COMCAST and its officers, agents or employees from all suits, actions, claims, demands, liability arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, its officers, agents, or employees in the performance of the Work;
- B. Maintain Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than ONE MILLION DOLLARS (\$1,000,000.00); and
- C. Acknowledge that COMCAST is a limited third party beneficiary with the right to seek damages from the contractor for its failure to perform or to enforce the contractor's performance of its duties and obligations regarding the Work.

Notwithstanding the above, COMCAST does not have the right to compel the COUNTY to perform its duties and obligations under this Contract or to seek damages from the COUNTY for its failure to perform or to compel the contractor to perform. Nothing herein shall create or vest in COMCAST the right to compel the COUNTY to act for or on COMCAST's behalf or for its benefit, nor shall it have a cause of action of any type or nature against the COUNTY.

Section 10. Annual Appropriation:

All provisions of this Agreement calling for the expenditure of ad valorem tax money by the COUNTY are subject to annual budgetary funding and should the COUNTY involuntarily fail to fund any of their obligations pursuant to the Agreement, this Agreement may be terminated. However, once the Project has been awarded to the COUNTY contractor, it shall be prosecuted to completion and this Agreement shall be binding upon the parties and the COUNTY shall not have the right to terminate the subject Agreement for the reason that the sufficient funds are not available for the construction of the Project.

Section 11. 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.

Section 12. 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 13. 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 COMCAST shall be sent to:

Mr. Henry Patino – Construction Supervisor  
Comcast – Palm Beach County  
7201 North Federal Highway  
Boca Raton, FL 33487

All notice to the COUNTY shall be sent to:

Omelio A. Fernandez, P.E., Director  
Roadway Production Division  
P.O. Box 21229  
West Palm Beach, FL 33416-1229  
ATTN: ROADWAY PRODUCTION

Section 14. 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 15. 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 16. No Waiver:

Any waiver by either Party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter. The failure of either Party to enforce strict performance by the other Party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions or rights in that or any other instance.

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 COMCAST agree that no person shall, on the grounds of age, race, color, sex, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, and gender identity and expression, 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.

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. However, once the Project has commenced, it shall be prosecuted to completion and this agreement shall be binding upon the parties and neither party shall have the right to terminate the subject Agreement.

Section 22. Compliance with Codes and Laws:

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

Section 23. Office of the Inspector General:

Palm Beach County has established the Office of the Inspector General, Ordinance R2009-049, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector



General including receiving access to records relating to Bid or any resulting contract.

Section 24. 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 25. 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 26. Entirety of Agreement:

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

Section 27. Survival:

The obligations, rights, and remedies of the Parties hereunder, which by their nature survive the termination of this agreement or the completion of the Project, shall survive such termination or Project completion and inure to the benefit of the Parties.

Section 28. Term:

The term of this Agreement shall be effective on the date of execution of this Agreement by both parties.

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

COMCAST

PALM BEACH COUNTY, FLORIDA

BY: JENNINE McENROE  
(Print Name)

BY: Tanya N. McConnell, P.E.,  
Deputy County Engineer

JMcEnroe  
(Signature)

TMcConnell  
(Signature)

ATTEST WITNESS:

APPROVED AS TO TERMS  
AND CONDITIONS:

BY: Christopher De'Liso  
(Print Name)

By: Omelio A. Fernandez, P.E., Director  
Roadway Production Division

CDeLiso  
(Signature)

OMelio A Fernandez  
(Signature)

BY: Dimitri Boursanis  
(Print Name)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

D Boursanis  
(Signature)

BY: Mark A. [Signature]  
Assistant County Attorney

## EXHABIT "B"

### Comcast

**PROJECT NAME:** East Ocean Ave. (Lantana) Bridge over Intracoastal  
Waterway

**PROJECT NUMBER:** 2003502

**CONTRACTOR:** GLF Construction Corp.

ITEM		QUANTITY /UNITS	UNIT PRICE	AMOUNT
Comcast Regular Item				
22	PREMIUM FOR CONFLICT CONDITION	2 EA	\$2,650.00	\$5,300.00
Comcast Contingency Items				
46	SUPPORT AND PROTECT BURIED CABLE	50 LF	\$9.00	\$450.00
47	SUPPORT AND PROTECT FIBER OPTIC CABLE	50 LF	\$9.00	\$450.00
			<b>TOTAL</b>	<b>\$6,200.00</b>

**OCEAN AVENUE (LANTANA) BRIDGE  
OVER INTRACOASTAL WATERWAY  
PBC PROJECT NO 2003502**

EXHIBIT "A"

GLF CONSTRUCTION CORP.						ARCHER WESTERN CONTRACTORS, LTD.		JOHNSON BROS-MISENER MARINE A JNT. VENTURE		AVERAGE OF BID ITEMS	ENGINEERS ESTIMATE
	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT		
	<b>REGULAR ROADWAY PAY ITEMS</b>										
1	MOBILIZATION	1	LS	\$2,930,000.00	\$2,930,000.00	\$3,000,000.00	\$3,000,000.00	\$3,354,500.00	\$3,354,500.00	\$3,566,900.00	\$4,102,017.65
2	MAINTENANCE OF TRAFFIC (Including Pedestrian MOT)	1	LS	\$35,000.00	\$35,000.00	\$150,000.00	\$150,000.00	\$19,500.00	\$19,500.00	\$140,900.00	\$546,935.69
3	TEMPORARY TRAFFIC CONTROL PLANS(TTCP)(See GP's)	1	LS	\$300.00	\$300.00	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00	\$7,281.40	\$545,259.36
4	NPDES COMPLIANCE	1	LS	\$2,500.00	\$2,500.00	\$30,000.00	\$30,000.00	\$55,000.00	\$55,000.00	\$33,500.00	\$5,000.00
5	FLOATING TURBIDITY BARRIER	5,000	LF	\$5.90	\$29,500.00	\$25.00	\$125,000.00	\$4.75	\$23,750.00	\$22.13	\$15.42
6	CLEARING & GRUBBING	1	LS	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$160,000.00	\$160,000.00	\$194,000.00	\$186,150.00
7	REGULAR EXCAVATION	320	CY	\$17.00	\$5,440.00	\$5.00	\$1,600.00	\$25.00	\$8,000.00	\$10.92	\$11.25
8	EMBANKMENT (COMPACTED IN PLACE)	3,555	CY	\$10.50	\$37,327.50	\$30.00	\$106,650.00	\$41.00	\$145,755.00	\$23.65	\$10.31
9	BASEROCK (14")	3,313	SY	\$26.00	\$86,138.00	\$20.00	\$66,260.00	\$38.00	\$125,894.00	\$24.87	\$37.50
10	MILLING EXIST ASPHALT PAVEMENT (1" AVG DEPTH)	1,013	SY	\$7.00	\$7,091.00	\$7.00	\$7,091.00	\$10.00	\$10,130.00	\$7.33	\$3.00
11	ASPHALTIC CONCRETE TYPE S-III (1.0")	248.7	TN	\$147.50	\$36,683.25	\$165.00	\$41,035.50	\$137.00	\$34,071.90	\$146.70	\$121.31
12	ASPHALTIC CONCRETE TYPE S-I (1.50")	285.7	TN	\$147.50	\$42,140.75	\$150.00	\$42,855.00	\$125.00	\$35,712.50	\$138.90	\$117.39
13	INLETS (CURB TYPE P-2) (<10')	1	EA	\$3,900.00	\$3,900.00	\$5,073.71	\$5,073.71	\$8,000.00	\$8,000.00	\$5,400.14	\$6,084.00
14	INLETS (CURB TYPE P-5) (<10')	2	EA	\$3,600.00	\$7,200.00	\$4,952.78	\$9,905.56	\$6,500.00	\$13,000.00	\$4,968.16	\$4,332.00
15	INLETS (CURB TYPE P-5) (>10')	1	EA	\$4,000.00	\$4,000.00	\$5,625.77	\$5,625.77	\$8,000.00	\$8,000.00	\$5,748.75	\$4,987.35
16	INLETS (CURB TYPE P-6) (<10')	2	EA	\$3,700.00	\$7,400.00	\$4,915.98	\$9,831.96	\$7,500.00	\$15,000.00	\$5,166.20	\$4,929.75
17	INLETS (DITCH BOTTOM TYPE C) (<10')	2	EA	\$1,825.00	\$3,650.00	\$3,096.81	\$6,193.62	\$5,000.00	\$10,000.00	\$3,208.36	\$3,000.00
18	INLETS (BARRIER WALL, RIGID, CURB & GUTTER) (<10')	4	EA	\$5,800.00	\$23,200.00	\$4,563.71	\$18,254.84	\$6,300.00	\$25,200.00	\$5,136.54	\$4,950.00
19	MANHOLES (P-7) (<10')	3	EA	\$2,850.00	\$8,550.00	\$4,211.44	\$12,634.32	\$10,000.00	\$30,000.00	\$5,076.89	\$3,490.50
20	MANHOLES (P-7) (>10')	2	EA	\$3,000.00	\$6,000.00	\$3,790.82	\$7,581.64	\$8,900.00	\$17,800.00	\$4,636.56	\$4,132.50
21	MANHOLES (J-7) (<10')	2	EA	\$5,800.00	\$11,600.00	\$9,805.67	\$19,611.34	\$23,000.00	\$46,000.00	\$11,596.93	\$5,550.00
22	PREMIUM FOR CONFLICT CONDITION	3	EA	\$2,650.00	\$7,950.00	\$3,600.00	\$10,800.00	\$4,500.00	\$13,500.00	\$3,584.00	\$2,875.00
23	YARD DRAIN	3	EA	\$1,075.00	\$3,225.00	\$2,607.83	\$7,823.49	\$2,000.00	\$6,000.00	\$2,167.37	\$1,800.00
24	PVC PIPE CULVERT (15")	33	LF	\$59.00	\$1,947.00	\$69.40	\$2,290.20	\$141.00	\$4,653.00	\$81.28	\$115.50
25	CONCRETE PIPE CULVERT (18")	283	LF	\$56.00	\$15,848.00	\$45.22	\$12,797.26	\$165.00	\$46,695.00	\$72.24	\$56.21
26	CONCRETE PIPE CULVERT (24")	424	LF	\$69.00	\$29,256.00	\$57.84	\$24,524.16	\$210.00	\$89,040.00	\$90.17	\$60.00
27	DUCTILE IRON PIPE CULVERT (18")	38	LF	\$130.00	\$4,940.00	\$196.64	\$7,472.32	\$315.00	\$11,970.00	\$206.13	\$53.97
28	FRENCH DRAIN (24")	482	LF	\$105.00	\$50,610.00	\$115.67	\$55,752.94	\$301.00	\$145,082.00	\$150.53	\$132.75
29	STORM SEWER PUMPING (Existing)(24" OR LESS) (See SP's)	60	LF	\$9.50	\$570.00	\$4.84	\$290.40	\$25.00	\$1,500.00	\$9.79	\$3.15
30	STORM SEWER PUMPING (Existing)(>24" TO 48") (See SP's)	400	LF	\$11.50	\$4,600.00	\$6.31	\$2,524.00	\$35.00	\$14,000.00	\$12.96	\$4.40

**OCEAN AVENUE (LANTANA) BRIDGE  
OVER INTRACOASTAL WATERWAY  
PBC PROJECT NO 2003502**

**GLF CONSTRUCTION CORP.**

**ARCHER WESTERN  
CONTRACTORS, LTD.**

**JOHNSON BROS-MISNER  
MARINE A JNT. VENTURE**

**AVERAGE OF  
BID ITEMS**

**ENGINEERS  
ESTIMATE**

	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT		
31	CONCRETE CURB & GUTTER (TYPE F)	1,110	LF	\$20.00	\$22,200.00	\$13.00	\$14,430.00	\$13.00	\$14,430.00	\$14.73	\$16.28
32	CONCRETE SIDEWALK, 4" THICK	632	SY	\$33.50	\$21,172.00	\$29.00	\$18,328.00	\$34.00	\$21,488.00	\$31.29	\$33.75
33	CONCRETE SIDEWALK, 6" THICK	40	SY	\$80.00	\$3,200.00	\$31.00	\$1,240.00	\$38.00	\$1,520.00	\$43.22	\$45.45
34	SODDING	1,938	SY	\$3.00	\$5,814.00	\$4.00	\$7,752.00	\$5.00	\$9,690.00	\$4.60	\$2.48
35	2-2" PVC CONDUITS (SCH 40) TRAFFIC FIBER OPTIC CABLE	694	LF	\$5.00	\$3,470.00	\$5.18	\$3,594.92	\$24.00	\$16,656.00	\$17.91	\$3.15
36	2-2" PVC CONDUITS (SCH 40) TRAFFIC DIRECTIONAL BORE	122	LF	\$15.00	\$1,830.00	\$6.73	\$821.06	\$45.00	\$5,490.00	\$26.25	\$24.60
37	SMALL PULL BOX	2	EA	\$700.00	\$1,400.00	\$906.09	\$1,812.18	\$900.00	\$1,800.00	\$775.02	\$905.63
38	LARGE PULL BOX	2	EA	\$1,325.00	\$2,650.00	\$1,476.67	\$2,953.34	\$1,800.00	\$3,600.00	\$1,466.73	\$1,983.00
39	PERMIT COMPLETION CERTIFICATION (See SP's)	1	LS	\$1.00	\$1.00	\$500.00	\$500.00	\$6,300.00	\$6,300.00	\$3,760.20	\$2,500.00
40	RECORD DRAWINGS (See SP's)	1	LS	\$100.00	\$100.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$8,020.00	\$6,549.50
<b>TOTAL REGULAR ROADWAY PAY ITEMS</b>					<b>\$3,668,403.50</b>		<b>\$4,048,410.53</b>		<b>\$4,577,727.40</b>		
<b>CONTINGENCY PAY ITEMS</b>											
41	FLOWABLE FILL	10	CY	\$150.00	\$1,500.00	\$190.00	\$1,900.00	\$245.00	\$2,450.00	\$191.80	\$150.00
42	STORM SEWER CLEANING (Existing)(24" OR LESS) (See SP's)	60	LF	\$9.50	\$570.00	\$6.10	\$366.00	\$15.00	\$900.00	\$8.48	\$3.60
43	STORM SEWER CLEANING (Existing)(>24" TO 48") (See SP's)	400	LF	\$11.50	\$4,600.00	\$8.85	\$3,540.00	\$18.00	\$7,200.00	\$11.15	\$6.20
44	CHANGEABLE (Variable) MESSAGE SIGN (Non-MOT)(2 Boards)	140	ED	\$17.00	\$2,380.00	\$16.50	\$2,310.00	\$25.00	\$3,500.00	\$20.30	\$31.05
45	TRAFFIC CONTROL OFFICERS (Non-MOT)	100	HR	\$47.50	\$4,750.00	\$45.00	\$4,500.00	\$55.00	\$5,500.00	\$48.50	\$52.00
46	SUPPORT AND PROTECT BURIED CABLE	100	LF	\$9.00	\$900.00	\$7.57	\$757.00	\$35.00	\$3,500.00	\$13.35	\$10.00
47	SUPPORT AND PROTECT FIBER OPTIC CABLE	100	LF	\$9.00	\$900.00	\$7.57	\$757.00	\$35.00	\$3,500.00	\$13.35	\$10.00
48	SUPPORT AND PROTECT WATER MAIN	250	LF	\$10.00	\$2,500.00	\$12.62	\$3,155.00	\$217.00	\$54,250.00	\$52.92	\$10.00
49	AERIAL PHOTOGRAPH FLIGHTS	22	EA	\$245.00	\$5,390.00	\$350.00	\$7,700.00	\$400.00	\$8,800.00	\$419.00	\$500.00
<b>TOTAL CONTINGENCY PAY ITEMS</b>					<b>\$23,490.00</b>		<b>\$24,985.00</b>		<b>\$89,600.00</b>		
<b>BRIDGE ITEMS</b>											
50	REMOVAL & DISPOSAL OF EXISTING STRUCTURE (APPROACH)	1	LS	\$300,000.00	\$300,000.00	\$500,000.00	\$500,000.00	\$212,000.00	\$212,000.00	\$502,400.00	\$906,040.00
51	REMOVAL & DISPOSAL OF EXISTING STRUCTURE (BASCULE SPAN)	1	LS	\$750,000.00	\$750,000.00	\$1,500,000.00	\$1,500,000.00	\$620,000.00	\$620,000.00	\$1,380,000.00	\$1,027,480.00
52	REMOVAL & DISPOSAL OF BRIDGE FENDER SYSTEM	352	LF	\$215.00	\$75,680.00	\$275.00	\$96,800.00	\$322.00	\$113,344.00	\$270.40	\$135.61
53	REMOVAL & DISPOSAL OF EXISTING BULKHEAD	92	LF	\$1,000.00	\$92,000.00	\$270.00	\$24,840.00	\$489.50	\$45,034.00	\$451.90	\$422.44
54	EXCAVATION FOR STRUCTURES	568	CY	\$36.00	\$20,448.00	\$20.00	\$11,360.00	\$79.50	\$45,156.00	\$38.90	\$52.90
55	CONCRETE CLASS NS (GRAVITY WALL)	92	CY	\$750.00	\$69,000.00	\$300.00	\$27,600.00	\$1,100.00	\$101,200.00	\$625.00	\$412.37
56	CONCRETE CLASS II, APPROACH SLABS	98	CY	\$450.00	\$44,100.00	\$277.00	\$27,146.00	\$575.00	\$56,350.00	\$410.40	\$494.78
57	CONCRETE CLASS III, SEAL (BASCULE PIER)	1,332	CY	\$350.00	\$466,200.00	\$225.00	\$299,700.00	\$255.75	\$340,659.00	\$386.15	\$316.82

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**JOHNSON BROS-MISENER  
MARINE A JNT. VENTURE**

**AVERAGE OF  
BID ITEMS**

**ENGINEERS  
ESTIMATE**

	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT			
58	CONCRETE CLASS IV, SUPERSTRUCTURE	1,010	CY	\$750.00	\$757,500.00	\$1,160.00	\$1,171,600.00	\$860.00	\$868,600.00		\$1,024.00	\$663.51
59	CONCRETE CLASS IV, SUBSTRUCTURE	63	CY	\$1,000.00	\$63,000.00	\$850.00	\$53,550.00	\$885.50	\$55,786.50		\$1,007.10	\$1,030.88
60	CONCRETE CLASS IV, COUNTERWEIGHT	337	CY	\$400.00	\$134,800.00	\$182.00	\$61,334.00	\$265.00	\$89,305.00		\$413.40	\$589.06
61	CONCRETE CLASS IV, BASCULE PIER	753	CY	\$750.00	\$564,750.00	\$675.00	\$508,275.00	\$1,100.00	\$828,300.00		\$865.00	\$1,171.71
62	CONCRETE CLASS IV, BULKHEAD	101	CY	\$650.00	\$65,650.00	\$465.00	\$46,965.00	\$837.00	\$84,537.00		\$810.40	\$1,002.55
63	CONCRETE CLASS IV, RETAINING WALLS	56	CY	\$800.00	\$44,800.00	\$608.00	\$34,048.00	\$950.00	\$53,200.00		\$741.60	\$745.35
64	CONCRETE CLASS IV, SUBSTRUCTURE (MICROSILICA)	51	CY	\$800.00	\$40,800.00	\$1,240.00	\$63,240.00	\$344.75	\$17,582.25		\$1,184.95	\$1,069.13
65	CONCRETE CLASS IV, SUBSTRUCTURE MASS (MICROSILICA)	1,170	CY	\$750.00	\$877,500.00	\$700.00	\$819,000.00	\$670.50	\$784,485.00		\$784.10	\$869.57
66	CONCRETE CLASS IV, BASCULE PIER (MICROSILICA)	783	CY	\$650.00	\$508,950.00	\$1,135.00	\$888,705.00	\$900.00	\$704,700.00		\$1,013.00	\$1,009.15
67	CONCRETE CLASS IV, BASCULE PIER MASS (MICROSILICA)	526	CY	\$365.00	\$191,990.00	\$400.00	\$210,400.00	\$900.00	\$473,400.00		\$769.00	\$478.99
68	CONCRETE CLASS IV, BASCULE PIER MASS	1,601	CY	\$450.00	\$720,450.00	\$225.00	\$360,225.00	\$325.00	\$520,325.00		\$560.00	\$478.99
69	CONCRETE CLASS IV, SUPERSTRUCTURE, LT-WT	208	CY	\$500.00	\$104,000.00	\$365.00	\$75,920.00	\$900.00	\$187,200.00		\$1,013.00	\$1,350.00
70	CONCRETE CLASS V, MICROSILICA SUBSTRUCTURE	142	CY	\$1,000.00	\$142,000.00	\$800.00	\$113,600.00	\$910.50	\$129,291.00		\$1,032.10	\$1,069.13
71	BRIDGE DECK GROOVING AND PLANING- DECK THICKNESS 8.5"	3,072	SY	\$6.00	\$18,432.00	\$5.40	\$16,588.80	\$8.25	\$25,344.00		\$5.93	\$7.87
72	COFFERDAM, BASCULE PIER	2	EA	\$350,000.00	\$700,000.00	\$600,000.00	\$1,200,000.00	\$201,400.00	\$402,800.00		\$546,280.00	\$750,000.00
73	COMPOSITE NEOPRENE PADS	36	CF	\$700.00	\$25,200.00	\$1,050.00	\$37,800.00	\$1,050.00	\$37,800.00		\$960.00	\$921.55
74	REINFORCING STEEL, RETAINING WALLS	6,208	LB	\$0.75	\$4,656.00	\$0.80	\$4,966.40	\$0.90	\$5,587.20		\$0.76	\$0.76
75	REINFORCING STEEL, SUPERSTRUCTURE	235,662	LB	\$0.70	\$164,963.40	\$0.80	\$188,529.60	\$1.00	\$235,662.00		\$0.77	\$0.81
76	REINFORCING STEEL, SUBSTRUCTURE	219,576	LB	\$0.70	\$153,703.20	\$0.80	\$175,660.80	\$1.05	\$230,554.80		\$0.78	\$1.22
77	REINFORCING STEEL, MISCELLANEOUS	68,813	LB	\$0.70	\$48,169.10	\$0.80	\$55,050.40	\$0.90	\$61,931.70		\$0.75	\$0.98
78	REINFORCING STEEL, BASCULE PIER	782,395	LB	\$0.70	\$547,676.50	\$0.90	\$704,155.50	\$1.00	\$782,395.00		\$0.79	\$0.98
79	REINFORCING STEEL, BULKHEAD	3,118	LB	\$0.70	\$2,182.60	\$0.80	\$2,494.40	\$1.00	\$3,118.00		\$0.81	\$0.86
80	REINFORCING STEEL, APPROACH SLABS	19,149	LB	\$0.70	\$13,404.30	\$0.80	\$15,319.20	\$0.90	\$17,234.10		\$0.75	\$0.82
81	PRESTRESSED BEAMS, BULB-T 54"	3,213	LF	\$250.00	\$803,250.00	\$200.00	\$642,600.00	\$305.25	\$980,768.25		\$277.05	\$205.00
82	PROTECTION OF EXISTING STRUCTURES	1	LS	\$10,000.00	\$10,000.00	\$30,000.00	\$30,000.00	\$70,160.00	\$70,160.00		\$37,032.00	\$14,608.72
83	PRESTRESSED CONCRETE PILING, 24" SQ	10,270	LF	\$90.00	\$924,300.00	\$88.00	\$903,760.00	\$79.75	\$819,032.50		\$90.55	\$43.93
84	STEEL PILING, SPECIAL	1,202	LF	\$145.00	\$174,290.00	\$162.00	\$194,724.00	\$226.75	\$272,553.50		\$256.75	\$105.79
85	FIBERGLASS STRUCTURALLY REINFORCED COMPOSITE PILE, 16" D	4,410	LF	\$105.00	\$463,050.00	\$94.00	\$414,540.00	\$205.00	\$904,050.00		\$129.40	\$125.00
86	SHEET PILING STEEL, F&I PERMANENT	6,051	SF	\$34.00	\$205,734.00	\$35.00	\$211,785.00	\$47.75	\$288,935.25		\$45.35	\$41.82
87	TEST PILES - PRESTRESSED CONCRETE, 24" SQ	850	LF	\$245.00	\$208,250.00	\$300.00	\$255,000.00	\$171.00	\$145,350.00		\$216.00	\$274.61
88	BRIDGE DECK EXPANSION JOINT, NEW CONSTRUCTION, F&I	200	LF	\$20.00	\$4,000.00	\$20.00	\$4,000.00	\$33.00	\$6,600.00		\$29.60	\$39.80

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**AVERAGE OF  
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**ENGINEERS  
ESTIMATE**

	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT			
89	STRUCTURAL STEEL, BASCULE LEAVES	1	LS	\$4,513,567.46	\$4,513,567.46	\$4,023,000.00	\$4,023,000.00	\$4,000,000.00	\$4,000,000.00	\$4,627,313.49	\$5,208,044.00	
90	METAL TRAFFIC RAILING, STEEL POST AND RAIL	1,979	LF	\$210.00	\$415,590.00	\$177.00	\$350,283.00	\$200.00	\$395,800.00	\$193.00	\$120.00	
91	BASCULE PIER SUMP PUMPS	1	LS	\$6,000.00	\$6,000.00	\$45,000.00	\$45,000.00	\$17,000.00	\$17,000.00	\$18,000.00	\$12,000.00	
92	MOVABLE BRIDGE - MECHANICAL EQUIPMENT	1	LS	\$4,150,000.00	\$4,150,000.00	\$5,250,000.00	\$5,250,000.00	\$5,432,000.00	\$5,432,000.00	\$5,408,200.00	\$3,200,000.00	
93	MOVABLE BRIDGE - SPAN LOCK MACHINERY	1	LS	\$220,000.00	\$220,000.00	\$310,000.00	\$310,000.00	\$300,000.00	\$300,000.00	\$286,000.00	\$300,000.00	
94	MOVABLE BRIDGE COUNTERWEIGHT, F&I, BUMPER BLOCK	4	EA	\$2,000.00	\$8,000.00	\$4,000.00	\$16,000.00	\$4,300.00	\$17,200.00	\$4,460.00	\$5,080.00	
95	MOVABLE BRIDGE COUNTERWEIGHT, F&I, BALANCE BLOCKS	1,570	EA	\$84.00	\$131,880.00	\$150.00	\$235,500.00	\$100.00	\$157,000.00	\$110.80	\$87.03	
96	MOVABLE BRIDGE COUNTERWEIGHT, F & I, STEEL BALLAST	276.0	TN	\$800.00	\$220,800.00	\$900.00	\$248,400.00	\$1,220.00	\$336,720.00	\$1,544.00	\$1,650.00	
97	MOVABLE BRIDGE FUNCTIONAL CHECKOUT, PHASE C	1	LS	\$45,000.00	\$45,000.00	\$48,000.00	\$48,000.00	\$125,000.00	\$125,000.00	\$52,800.00	\$42,617.20	
98	PLASTIC MARINE LUMBER (REINFORCED)	28	MB	\$18,000.00	\$504,000.00	\$20,000.00	\$560,000.00	\$19,577.50	\$548,170.00	\$18,599.50	\$13,044.62	
99	PLASTIC MARINE LUMBER (NON-REINFORCED)	8	MB	\$14,750.00	\$118,000.00	\$15,000.00	\$120,000.00	\$17,427.50	\$139,420.00	\$14,873.50	\$8,587.66	
100	ROADWAY FLOOR, STEEL, 5" ARMORED	7,869	SF	\$37.00	\$291,153.00	\$35.50	\$279,349.50	\$40.00	\$314,760.00	\$49.50	\$30.00	
101	MOVABLE BRIDGE ELECTRICAL EQUIPMENT, F & I	1	LS	\$2,000,000.00	\$2,000,000.00	\$2,930,000.00	\$2,930,000.00	\$2,680,000.00	\$2,680,000.00	\$2,712,000.00	\$1,400,000.00	
102	MOVABLE BRIDGE - CONTROL HOUSE, NEW	1	LS	\$600,000.00	\$600,000.00	\$650,000.00	\$650,000.00	\$607,000.00	\$607,000.00	\$691,400.00	\$700,000.00	
103	MOVABLE BRIDGE PLUMBING SYSTEM	1	LS	\$33,800.00	\$33,800.00	\$57,000.00	\$57,000.00	\$98,000.00	\$98,000.00	\$55,066.00	\$15,000.00	
104	PIPE HANDRAIL - GUIDERAIL, ALUMINUM	648	LF	\$72.50	\$46,980.00	\$40.00	\$25,920.00	\$74.00	\$47,952.00	\$70.70	\$23.96	
105	PEDESTRIAN, BICYCLE RAILING, ALUMINUM ONLY, SPECIAL	2,376	LF	\$225.00	\$534,600.00	\$155.00	\$368,280.00	\$220.00	\$522,720.00	\$197.20	\$116.00	
106	CONCRETE PARAPET, RETAINING WALL MOUNTED W/SIDEWALK	689	LF	\$60.00	\$41,340.00	\$136.00	\$93,704.00	\$300.00	\$206,700.00	\$229.20	\$152.78	
107	RIGID CONCRETE BARRIER WALL, RIGID CURB & GUTTER (SPECIAL)	376	LF	\$90.00	\$33,840.00	\$134.00	\$50,384.00	\$220.00	\$82,720.00	\$193.00	\$103.39	
108	RIPRAP, RUBBLE, BANK AND SHORE	943.5	TN	\$65.00	\$61,327.50	\$52.00	\$49,062.00	\$77.50	\$73,121.25	\$78.90	\$80.35	
109	BEDDING STONE	215.3	TN	\$100.00	\$21,530.00	\$60.00	\$12,918.00	\$110.75	\$23,844.48	\$86.15	\$62.36	
110	RETAINING WALL SYSTEM, PERMANENT, EXCLUDING BARRIER	3,636	SF	\$50.00	\$181,800.00	\$42.00	\$152,712.00	\$50.00	\$181,800.00	\$52.25	\$33.61	
111	STEEL MAST ARM, F&I, WIND SPEED - 150, SINGLE ARM	2	EA	\$12,000.00	\$24,000.00	\$15,300.00	\$30,600.00	\$18,000.00	\$36,000.00	\$16,707.60	\$22,350.00	
112	AIR CONDITIONING SYSTEM	1	LS	\$50,000.00	\$50,000.00	\$51,000.00	\$51,000.00	\$55,000.00	\$55,000.00	\$46,257.00	\$65,000.00	
113	FIELD OFFICE (See SP's)	770	DYS	\$70.00	\$53,900.00	\$83.00	\$63,910.00	\$79.00	\$60,830.00	\$120.40	\$52.53	
114	CONTRACTOR STAGING AREA	1	LS	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	
	<b>TOTAL BRIDGE ITEMS</b>				<b>\$25,311,987.06</b>		<b>\$28,472,304.60</b>		<b>\$28,579,088.78</b>			
	<b>LIGHTING ITEMS</b>											
115	LIGHTING CONDUCTOR (F&I)(No. 8 TO No. 6)	17,382	LF	\$1.35	\$23,465.70	\$7.15	\$124,281.30	\$1.70	\$29,549.40	\$2.49	\$0.75	
116	LIGHTING CONDUIT (F&I) (UNDERGROUND)	293	LF	\$3.80	\$1,113.40	\$4.04	\$1,183.72	\$9.35	\$2,739.55	\$5.49	\$2.41	

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	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT		
117	LIGHTING PULL BOX (F&I) (ROADSIDE)	16	EA	\$955.00	\$15,280.00	\$709.34	\$11,349.44	\$393.00	\$6,288.00	\$572.87	\$349.70
118	LIGHT POLE COMPLETE SPECIAL (F&I) (SNGL ARM SHLDR MNT)	9	EA	\$7,750.00	\$69,750.00	\$4,023.05	\$36,207.45	\$14,400.00	\$129,600.00	\$9,136.61	\$3,620.00
119	LIGHT POLE COMPLETE SPECIAL (F&I) (SNGL ARM WALL MNT)	23	EA	\$6,400.00	\$147,200.00	\$4,494.21	\$103,366.83	\$11,000.00	\$253,000.00	\$7,549.04	\$3,351.00
120	LIGHT POLE COMPLETE SPECIAL (F&I) (SNGL ARM BRIDGE MNT)	4	EA	\$6,250.00	\$25,000.00	\$3,986.80	\$15,947.20	\$11,000.00	\$44,000.00	\$7,368.36	\$4,350.00
121	LIGHT POLE COMPLETE (REMOVE)	13	EA	\$300.00	\$3,900.00	\$466.00	\$6,058.00	\$345.00	\$4,485.00	\$310.60	\$239.00
	<b>TOTAL LIGHTING ITEMS</b>				\$285,709.10		\$298,393.94		\$469,661.95		
	<b>TOTAL BASE BID</b>				\$29,289,589.66		\$32,844,094.07		\$33,716,078.13		
	<b>(TOTAL REGULAR ROADWAY + TOTAL CONTINGENCY + TOTAL BRIDGE + TOTAL LIGHTING PAY ITEMS)</b>										
	<b>ALTERNATE #1A ITEMS</b>										
122	REMOVAL AND DISPOSAL OF CONCRETE (See SP's)	1	LS	\$1.00	\$1.00	\$254,000.00	\$254,000.00	\$308,840.00	\$308,840.00	\$202,768.20	N/A
	<b>TOTAL ALTERNATE #1A ITEMS</b>				\$1.00		\$254,000.00		\$308,840.00		
	<b>ALTERNATE #1B ITEMS</b>										
123	REMOVAL AND BARGING OF CONCRETE TO REEF SITE (See SP's)	1	LS	\$300,000.00	\$300,000.00	\$626,000.00	\$626,000.00	\$412,702.00	\$412,702.00	\$494,740.40	N/A
	<b>TOTAL ALTERNATE #1B ITEMS</b>				\$300,000.00		\$626,000.00		\$412,702.00		
	<b>ALTERNATE #2A (FISHING PIER) ITEMS</b>										
124	CONCRETE CLASS NS, GRAVITY WALL	10.4	CY	\$650.00	\$6,760.00	\$490.00	\$5,096.00	\$1,080.75	\$11,239.80	\$719.15	\$412.37
125	CONCRETE CLASS IV, SUPERSTRUCTURE	83.9	CY	\$790.00	\$66,281.00	\$655.00	\$54,954.50	\$948.75	\$79,600.13	\$709.75	\$663.51
126	CONCRETE CLASS IV, SUBSTRUCTURE	29.6	CY	\$1,075.00	\$31,820.00	\$1,035.00	\$30,636.00	\$2,336.50	\$69,160.40	\$1,668.50	\$1,030.88
127	COMPOSITE NEOPRENE PADS	7.4	CF	\$850.00	\$6,290.00	\$2,492.00	\$18,440.80	\$849.50	\$6,286.30	\$1,098.30	\$921.55
128	REINFORCING STEEL, SUPERSTRUCTURE	13,442	LB	\$0.70	\$9,409.40	\$0.80	\$10,753.60	\$0.75	\$10,081.50	\$0.75	\$0.81
129	REINFORCING STEEL, SUBSTRUCTURE	4,846	LB	\$0.70	\$3,392.20	\$0.80	\$3,876.80	\$0.75	\$3,634.50	\$0.75	\$1.22
130	REINFORCING STEEL, STAINLESS STEEL, MISCELLANEOUS	598	LB	\$5.00	\$2,990.00	\$7.50	\$4,485.00	\$0.75	\$448.50	\$4.45	\$1.22
131	PRESTRESSED SLAB UNITS, WIDTH 48", THICKNESS 12"	758	LF	\$110.00	\$83,380.00	\$149.00	\$112,942.00	\$135.25	\$102,519.50	\$137.25	\$50.00
132	PRESTRESSED CONCRETE PILING, 14" SQ	1,495	LF	\$35.00	\$52,325.00	\$50.00	\$74,750.00	\$38.50	\$57,557.50	\$50.30	\$43.93
133	TEST PILES - PRESTRESSED CONCRETE, 14"SQ	340	LF	\$150.00	\$51,000.00	\$200.00	\$68,000.00	\$69.50	\$23,630.00	\$116.30	\$103.25
134	BRIDGE DECK EXPANSION JOINT, NEW CONSTRUCTION, F&I	28	LF	\$20.00	\$560.00	\$24.00	\$672.00	\$56.50	\$1,582.00	\$33.10	\$39.80
135	PEDESTRIAN, BICYCLE RAILING, ALUMINUM, 42" PICKET RAIL	932	LF	\$80.00	\$74,560.00	\$46.00	\$42,872.00	\$99.00	\$92,268.00	\$74.60	\$39.96



**OCEAN AVENUE (LANTANA) BRIDGE  
OVER INTRACOASTAL WATERWAY  
PBC PROJECT NO 2003502**

**GLF CONSTRUCTION CORP.**

**ARCHER WESTERN  
CONTRACTORS, LTD.**

**JOHNSON BROS-MISENER  
MARINE A JNT. VENTURE**

**AVERAGE OF  
BID ITEMS**

**ENGINEERS  
ESTIMATE**

	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT			
136	CONCRETE SIDEWALK, 6" THICK	36	SY	\$80.00	\$2,880.00		\$42.00	\$1,512.00		\$70.00	\$2,520.00		\$56.82	\$37.58
	<b>TOTAL ALTERNATE #2A ITEMS</b>				\$391,647.60			\$428,990.70			\$460,528.13			
	<b>ALTERNATE #2B (FISHING PIER PILES) ITEMS</b>													
137	PRESTRESSED CONCRETE PILING, 14" SQ	279	LF	\$23.00	\$6,417.00		\$52.00	\$14,508.00		\$57.00	\$15,903.00		\$59.80	\$43.93
	<b>TOTAL ALTERNATE #2B ITEMS</b>				\$6,417.00			\$14,508.00			\$15,903.00			

**OCEAN AVENUE (LANTANA) BRIDGE  
OVER INTRACOASTAL WATERWAY  
PBC PROJECT NO 2003502**

**PCL CIVIL CONSTRUCTORS, INC.**

**KIEWIT INFRASTRUCTURE  
SOUTH CO.**

	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
	<b>REGULAR ROADWAY PAY ITEMS</b>						
1	MOBILIZATION	1	LS	\$3,900,000.00	\$3,900,000.00	\$4,650,000.00	\$4,650,000.00
2	MAINTENANCE OF TRAFFIC (Including Pedestrian MOT)	1	LS	\$150,000.00	\$150,000.00	\$350,000.00	\$350,000.00
3	TEMPORARY TRAFFIC CONTROL PLANS(TTCP)(See GP's)	1	LS	\$19,607.00	\$19,607.00	\$10,000.00	\$10,000.00
4	NPDES COMPLIANCE	1	LS	\$65,000.00	\$65,000.00	\$15,000.00	\$15,000.00
5	FLOATING TURBIDITY BARRIER	5,000	LF	\$15.00	\$75,000.00	\$60.00	\$300,000.00
6	CLEARING & GRUBBING	1	LS	\$160,000.00	\$160,000.00	\$250,000.00	\$250,000.00
7	REGULAR EXCAVATION	320	CY	\$4.00	\$1,280.00	\$3.60	\$1,152.00
8	EMBANKMENT (COMPACTED IN PLACE)	3,555	CY	\$19.00	\$67,545.00	\$17.75	\$63,101.25
9	BASEROCK (14")	3,313	SY	\$21.00	\$69,573.00	\$19.35	\$64,106.55
10	MILLING EXIST ASPHALT PAVEMENT (1" AVG DEPTH)	1,013	SY	\$6.00	\$6,078.00	\$6.65	\$6,736.45
11	ASPHALTIC CONCRETE TYPE S-III (1.0")	248.7	TN	\$161.00	\$40,040.70	\$123.00	\$30,590.10
12	ASPHALTIC CONCRETE TYPE S-I (1.50")	285.7	TN	\$137.00	\$39,140.90	\$135.00	\$38,569.50
13	INLETS (CURB TYPE P-2) (<10')	1	EA	\$5,202.00	\$5,202.00	\$4,825.00	\$4,825.00
14	INLETS (CURB TYPE P-5) (<10')	2	EA	\$5,078.00	\$10,156.00	\$4,710.00	\$9,420.00
15	INLETS (CURB TYPE P-5) (>10')	1	EA	\$5,768.00	\$5,768.00	\$5,350.00	\$5,350.00
16	INLETS (CURB TYPE P-6) (<10')	2	EA	\$5,040.00	\$10,080.00	\$4,675.00	\$9,350.00
17	INLETS (DITCH BOTTOM TYPE C) (<10')	2	EA	\$3,175.00	\$6,350.00	\$2,945.00	\$5,890.00
18	INLETS (BARRIER WALL, RIGID, CURB & GUTTER) (<10')	4	EA	\$4,679.00	\$18,716.00	\$4,340.00	\$17,360.00
19	MANHOLES (P-7) (<10')	3	EA	\$4,318.00	\$12,954.00	\$4,005.00	\$12,015.00
20	MANHOLES (P-7) (>10')	2	EA	\$3,887.00	\$7,774.00	\$3,605.00	\$7,210.00
21	MANHOLES (J-7) (<10')	2	EA	\$10,054.00	\$20,108.00	\$9,325.00	\$18,650.00
22	PREMIUM FOR CONFLICT CONDITION	3	EA	\$3,720.00	\$11,160.00	\$3,450.00	\$10,350.00
23	YARD DRAIN	3	EA	\$2,674.00	\$8,022.00	\$2,480.00	\$7,440.00
24	PVC PIPE CULVERT (15")	33	LF	\$71.00	\$2,343.00	\$66.00	\$2,178.00
25	CONCRETE PIPE CULVERT (18")	283	LF	\$52.00	\$14,716.00	\$43.00	\$12,169.00
26	CONCRETE PIPE CULVERT (24")	424	LF	\$59.00	\$25,016.00	\$55.00	\$23,320.00
27	DUCTILE IRON PIPE CULVERT (18")	38	LF	\$202.00	\$7,676.00	\$187.00	\$7,106.00
28	FRENCH DRAIN (24")	482	LF	\$121.00	\$58,322.00	\$110.00	\$53,020.00
29	STORM SEWER PUMPING (Existing)(24" OR LESS) (See SP's)	60	LF	\$5.00	\$300.00	\$4.60	\$276.00
30	STORM SEWER PUMPING (Existing)(>24" TO 48") (See SP's)	400	LF	\$6.00	\$2,400.00	\$6.00	\$2,400.00

**OCEAN AVENUE (LANTANA) BRIDGE  
OVER INTRACOASTAL WATERWAY  
PBC PROJECT NO 2003502**

PCL CIVIL CONSTRUCTORS, INC.

KIEWIT INFRASTRUCTURE  
SOUTH CO.

	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
31	CONCRETE CURB & GUTTER (TYPE F)	1,110	LF	\$15.00	\$16,650.00	\$12.65	\$14,041.50
32	CONCRETE SIDEWALK, 4" THICK	632	SY	\$32.00	\$20,224.00	\$27.95	\$17,664.40
33	CONCRETE SIDEWALK, 6" THICK	40	SY	\$35.00	\$1,400.00	\$32.10	\$1,284.00
34	SODDING	1,938	SY	\$1.00	\$1,938.00	\$10.00	\$19,380.00
35	2-2" PVC CONDUITS (SCH 40) TRAFFIC FIBER OPTIC CABLE	694	LF	\$35.00	\$24,290.00	\$20.35	\$14,122.90
36	2-2" PVC CONDUITS (SCH 40) TRAFFIC DIRECTIONAL BORE	122	LF	\$35.00	\$4,270.00	\$29.50	\$3,599.00
37	SMALL PULL BOX	2	EA	\$596.00	\$1,192.00	\$773.00	\$1,546.00
38	LARGE PULL BOX	2	EA	\$1,237.00	\$2,474.00	\$1,495.00	\$2,990.00
39	PERMIT COMPLETION CERTIFICATION (See SP's)	1	LS	\$3,000.00	\$3,000.00	\$9,000.00	\$9,000.00
40	RECORD DRAWINGS (See SP's)	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
	<b>TOTAL REGULAR ROADWAY PAY ITEMS</b>				<b>\$4,905,765.60</b>		<b>\$6,081,212.65</b>
	<b>CONTINGENCY PAY ITEMS</b>						
41	FLOWABLE FILL	10	CY	\$194.00	\$1,940.00	\$180.00	\$1,800.00
42	STORM SEWER CLEANING (Existing)(24" OR LESS) (See SP's)	60	LF	\$6.00	\$360.00	\$5.80	\$348.00
43	STORM SEWER CLEANING (Existing)(>24" TO 48") (See SP's)	400	LF	\$9.00	\$3,600.00	\$8.40	\$3,360.00
44	CHANGEABLE (Variable) MESSAGE SIGN (Non-MOT)(2 Boards)	140	ED	\$25.00	\$3,500.00	\$18.00	\$2,520.00
45	TRAFFIC CONTROL OFFICERS (Non-MOT)	100	HR	\$50.00	\$5,000.00	\$45.00	\$4,500.00
46	SUPPORT AND PROTECT BURIED CABLE	100	LF	\$8.00	\$800.00	\$7.20	\$720.00
47	SUPPORT AND PROTECT FIBER OPTIC CABLE	100	LF	\$8.00	\$800.00	\$7.20	\$720.00
48	SUPPORT AND PROTECT WATER MAIN	250	LF	\$13.00	\$3,250.00	\$12.00	\$3,000.00
49	AERIAL PHOTOGRAPH FLIGHTS	22	EA	\$600.00	\$13,200.00	\$500.00	\$11,000.00
	<b>TOTAL CONTINGENCY PAY ITEMS</b>				<b>\$32,450.00</b>		<b>\$27,968.00</b>
	<b>BRIDGE ITEMS</b>						
50	REMOVAL & DISPOSAL OF EXISTING STRUCTURE (APPROACH)	1	LS	\$550,000.00	\$550,000.00	\$950,000.00	\$950,000.00
51	REMOVAL & DISPOSAL OF EXISTING STRUCTURE (BASCULE SPAN)	1	LS	\$2,280,000.00	\$2,280,000.00	\$1,750,000.00	\$1,750,000.00
52	REMOVAL & DISPOSAL OF BRIDGE FENDER SYSTEM	352	LF	\$290.00	\$102,080.00	\$250.00	\$88,000.00
53	REMOVAL & DISPOSAL OF EXISTING BULKHEAD	92	LF	\$350.00	\$32,200.00	\$150.00	\$13,800.00
54	EXCAVATION FOR STRUCTURES	568	CY	\$5.00	\$2,840.00	\$54.00	\$30,672.00
55	CONCRETE CLASS NS (GRAVITY WALL)	92	CY	\$600.00	\$55,200.00	\$375.00	\$34,500.00
56	CONCRETE CLASS II, APPROACH SLABS	98	CY	\$300.00	\$29,400.00	\$450.00	\$44,100.00
57	CONCRETE CLASS III, SEAL (BASCULE PIER)	1,332	CY	\$750.00	\$999,000.00	\$350.00	\$466,200.00

**OCEAN AVENUE (LANTANA) BRIDGE  
OVER INTRACOASTAL WATERWAY  
PBC PROJECT NO 2003502**

**PCL CIVIL CONSTRUCTORS, INC.**

**KIEWIT INFRASTRUCTURE  
SOUTH CO.**

	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
58	CONCRETE CLASS IV, SUPERSTRUCTURE	1,010	CY	\$750.00	\$757,500.00	\$1,600.00	\$1,616,000.00
59	CONCRETE CLASS IV, SUBSTRUCTURE	63	CY	\$1,400.00	\$88,200.00	\$900.00	\$56,700.00
60	CONCRETE CLASS IV, COUNTERWEIGHT	337	CY	\$570.00	\$192,090.00	\$650.00	\$219,050.00
61	CONCRETE CLASS IV, BASCULE PIER	753	CY	\$820.00	\$617,460.00	\$980.00	\$737,940.00
62	CONCRETE CLASS IV, BULKHEAD	101	CY	\$1,300.00	\$131,300.00	\$800.00	\$80,800.00
63	CONCRETE CLASS IV, RETAINING WALLS	56	CY	\$700.00	\$39,200.00	\$650.00	\$36,400.00
64	CONCRETE CLASS IV, SUBSTRUCTURE (MICROSILICA)	51	CY	\$2,560.00	\$130,560.00	\$980.00	\$49,980.00
65	CONCRETE CLASS IV, SUBSTRUCTURE MASS (MICROSILICA)	1,170	CY	\$700.00	\$819,000.00	\$1,100.00	\$1,287,000.00
66	CONCRETE CLASS IV, BASCULE PIER (MICROSILICA)	783	CY	\$1,400.00	\$1,096,200.00	\$980.00	\$767,340.00
67	CONCRETE CLASS IV, BASCULE PIER MASS (MICROSILICA)	526	CY	\$1,200.00	\$631,200.00	\$980.00	\$515,480.00
68	CONCRETE CLASS IV, BASCULE PIER MASS	1,601	CY	\$820.00	\$1,312,820.00	\$980.00	\$1,568,980.00
69	CONCRETE CLASS IV, SUPERSTRUCTURE, LT-WT	208	CY	\$1,500.00	\$312,000.00	\$1,800.00	\$374,400.00
70	CONCRETE CLASS V, MICROSILICA SUBSTRUCTURE	142	CY	\$1,400.00	\$198,800.00	\$1,050.00	\$149,100.00
71	BRIDGE DECK GROOVING AND PLANING- DECK THICKNESS 8.5"	3,072	SY	\$5.00	\$15,360.00	\$5.00	\$15,360.00
72	COFFERDAM, BASCULE PIER	2	EA	\$700,000.00	\$1,400,000.00	\$880,000.00	\$1,760,000.00
73	COMPOSITE NEOPRENE PADS	36	CF	\$750.00	\$27,000.00	\$1,250.00	\$45,000.00
74	REINFORCING STEEL, RETAINING WALLS	6,208	LB	\$0.70	\$4,345.60	\$0.65	\$4,035.20
75	REINFORCING STEEL, SUPERSTRUCTURE	235,662	LB	\$0.70	\$164,963.40	\$0.65	\$153,180.30
76	REINFORCING STEEL, SUBSTRUCTURE	219,576	LB	\$0.70	\$153,703.20	\$0.65	\$142,724.40
77	REINFORCING STEEL, MISCELLANEOUS	68,813	LB	\$0.70	\$48,169.10	\$0.65	\$44,728.45
78	REINFORCING STEEL, BASCULE PIER	782,395	LB	\$0.70	\$547,676.50	\$0.65	\$508,556.75
79	REINFORCING STEEL, BULKHEAD	3,118	LB	\$0.90	\$2,806.20	\$0.65	\$2,026.70
80	REINFORCING STEEL, APPROACH SLABS	19,149	LB	\$0.70	\$13,404.30	\$0.65	\$12,446.85
81	PRESTRESSED BEAMS, BULB-T 54"	3,213	LF	\$175.00	\$562,275.00	\$455.00	\$1,461,915.00
82	PROTECTION OF EXISTING STRUCTURES	1	LS	\$50,000.00	\$50,000.00	\$25,000.00	\$25,000.00
83	PRESTRESSED CONCRETE PILING, 24" SQ	10,270	LF	\$115.00	\$1,181,050.00	\$80.00	\$821,600.00
84	STEEL PILING, SPECIAL	1,202	LF	\$300.00	\$360,600.00	\$450.00	\$540,900.00
85	FIBERGLASS STRUCTURALLY REINFORCED COMPOSITE PILE, 16" D	4,410	LF	\$153.00	\$674,730.00	\$90.00	\$396,900.00
86	SHEET PILING STEEL, F&I PERMANENT	6,051	SF	\$50.00	\$302,550.00	\$60.00	\$363,060.00
87	TEST PILES - PRESTRESSED CONCRETE, 24" SQ	850	LF	\$300.00	\$255,000.00	\$64.00	\$54,400.00
88	BRIDGE DECK EXPANSION JOINT, NEW CONSTRUCTION, F&I	200	LF	\$50.00	\$10,000.00	\$25.00	\$5,000.00

**OCEAN AVENUE (LANTANA) BRIDGE  
OVER INTRACOASTAL WATERWAY  
PBC PROJECT NO 2003502**

PCL CIVIL CONSTRUCTORS, INC.

KIEWIT INFRASTRUCTURE  
SOUTH CO.

	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
89	STRUCTURAL STEEL, BASCULE LEAVES	1	LS	\$4,800,000.00	\$4,800,000.00	\$5,800,000.00	\$5,800,000.00
90	METAL TRAFFIC RAILING, STEEL POST AND RAIL	1,979	LF	\$158.00	\$312,682.00	\$220.00	\$435,380.00
91	BASCULE PIER SUMP PUMPS	1	LS	\$15,000.00	\$15,000.00	\$7,000.00	\$7,000.00
92	MOVABLE BRIDGE - MECHANICAL EQUIPMENT	1	LS	\$5,900,000.00	\$5,900,000.00	\$6,309,000.00	\$6,309,000.00
93	MOVABLE BRIDGE - SPAN LOCK MACHINERY	1	LS	\$250,000.00	\$250,000.00	\$350,000.00	\$350,000.00
94	MOVABLE BRIDGE COUNTERWEIGHT, F&I, BUMPER BLOCK	4	EA	\$8,000.00	\$32,000.00	\$4,000.00	\$16,000.00
95	MOVABLE BRIDGE COUNTERWEIGHT, F&I, BALANCE BLOCKS	1,570	EA	\$120.00	\$188,400.00	\$100.00	\$157,000.00
96	MOVABLE BRIDGE COUNTERWEIGHT, F & I, STEEL BALLAST	276.0	TN	\$3,000.00	\$828,000.00	\$1,800.00	\$496,800.00
97	MOVABLE BRIDGE FUNCTIONAL CHECKOUT, PHASE C	1	LS	\$40,000.00	\$40,000.00	\$6,000.00	\$6,000.00
98	PLASTIC MARINE LUMBER (REINFORCED)	28	MB	\$18,420.00	\$515,760.00	\$17,000.00	\$476,000.00
99	PLASTIC MARINE LUMBER (NON-REINFORCED)	8	MB	\$9,540.00	\$76,320.00	\$17,650.00	\$141,200.00
100	ROADWAY FLOOR, STEEL, 5" ARMORED	7,869	SF	\$55.00	\$432,795.00	\$80.00	\$629,520.00
101	MOVABLE BRIDGE ELECTRICAL EQUIPMENT, F & I	1	LS	\$2,350,000.00	\$2,350,000.00	\$3,600,000.00	\$3,600,000.00
102	MOVABLE BRIDGE - CONTROL HOUSE, NEW	1	LS	\$600,000.00	\$600,000.00	\$1,000,000.00	\$1,000,000.00
103	MOVABLE BRIDGE PLUMBING SYSTEM	1	LS	\$65,530.00	\$65,530.00	\$21,000.00	\$21,000.00
104	PIPE HANDRAIL - GUIDERAIL, ALUMINUM	648	LF	\$95.00	\$61,560.00	\$72.00	\$46,656.00
105	PEDESTRIAN, BICYCLE RAILING, ALUMINUM ONLY, SPECIAL	2,376	LF	\$237.00	\$563,112.00	\$149.00	\$354,024.00
106	CONCRETE PARAPET, RETAINING WALL MOUNTED W/SIDEWALK	689	LF	\$250.00	\$172,250.00	\$400.00	\$275,600.00
107	RIGID CONCRETE BARRIER WALL, RIGID CURB & GUTTER (SPECIAL)	376	LF	\$221.00	\$83,096.00	\$300.00	\$112,800.00
108	RIPRAP, RUBBLE, BANK AND SHORE	943.5	TN	\$100.00	\$94,350.00	\$100.00	\$94,350.00
109	BEDDING STONE	215.3	TN	\$100.00	\$21,530.00	\$60.00	\$12,918.00
110	RETAINING WALL SYSTEM, PERMANENT, EXCLUDING BARRIER	3,636	SF	\$37.00	\$134,532.00	\$82.25	\$299,061.00
111	STEEL MAST ARM, F&I, WIND SPEED - 150, SINGLE ARM	2	EA	\$22,138.00	\$44,276.00	\$16,100.00	\$32,200.00
112	AIR CONDITIONING SYSTEM	1	LS	\$43,285.00	\$43,285.00	\$32,000.00	\$32,000.00
113	FIELD OFFICE (See SP's)	770	DYS	\$90.00	\$69,300.00	\$280.00	\$215,600.00
114	CONTRACTOR STAGING AREA	1	LS	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00
	<b>TOTAL BRIDGE ITEMS</b>				<b>\$34,344,461.30</b>	<b>+</b>	<b>\$38,613,384.65</b>
	<b>LIGHTING ITEMS</b>						
115	LIGHTING CONDUCTOR (F&I)(No. 8 TO No. 6)	17,382	LF	\$1.00	\$17,382.00	\$1.25	\$21,727.50
116	LIGHTING CONDUIT (F&I) (UNDERGROUND)	293	LF	\$3.00	\$879.00	\$7.25	\$2,124.25

**OCEAN AVENUE (LANTANA) BRIDGE  
OVER INTRACOASTAL WATERWAY  
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PCL CIVIL CONSTRUCTORS, INC.

KIEWIT INFRASTRUCTURE  
SOUTH CO.

	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
117	LIGHTING PULL BOX (F&I) (ROADSIDE)	16	EA	\$502.00	\$8,032.00	\$305.00	\$4,880.00
118	LIGHT POLE COMPLETE SPECIAL (F&I) (SNGL ARM SHLDR MNT)	9	EA	\$8,320.00	\$74,880.00	\$11,190.00	\$100,710.00
119	LIGHT POLE COMPLETE SPECIAL (F&I) (SNGL ARM WALL MNT)	23	EA	\$7,275.00	\$167,325.00	\$8,576.00	\$197,248.00
120	LIGHT POLE COMPLETE SPECIAL (F&I) (SNGL ARM BRIDGE MNT)	4	EA	\$7,079.00	\$28,316.00	\$8,526.00	\$34,104.00
121	LIGHT POLE COMPLETE (REMOVE)	13	EA	\$174.00	\$2,262.00	\$268.00	\$3,484.00
	<b>TOTAL LIGHTING ITEMS</b>				\$299,076.00		\$364,277.75
	<b>TOTAL BASE BID</b>				\$39,581,752.90		\$45,086,843.05
	(TOTAL REGULAR ROADWAY + TOTAL CONTINGENCY + TOTAL BRIDGE + TOTAL LIGHTING PAY ITEMS)						
	<b>ALTERNATE #1A ITEMS</b>						
122	REMOVAL AND DISPOSAL OF CONCRETE (See SP's)	1	LS	\$120,000.00	\$120,000.00	\$331,000.00	\$331,000.00
	<b>TOTAL ALTERNATE #1A ITEMS</b>				\$120,000.00		\$331,000.00
	<b>ALTERNATE #1B ITEMS</b>						
123	REMOVAL AND BARGING OF CONCRETE TO REEF SITE (See SP's)	1	LS	\$430,000.00	\$430,000.00	\$705,000.00	\$705,000.00
	<b>TOTAL ALTERNATE #1B ITEMS</b>				\$430,000.00		\$705,000.00
	<b>ALTERNATE #2A (FISHING PIER) ITEMS</b>						
124	CONCRETE CLASS NS, GRAVITY WALL	10.4	CY	\$980.00	\$10,192.00	\$395.00	\$4,108.00
125	CONCRETE CLASS IV, SUPERSTRUCTURE	83.9	CY	\$730.00	\$61,247.00	\$425.00	\$35,657.50
126	CONCRETE CLASS IV, SUBSTRUCTURE	29.6	CY	\$3,000.00	\$88,800.00	\$896.00	\$26,521.60
127	COMPOSITE NEOPRENE PADS	7.4	CF	\$700.00	\$5,180.00	\$600.00	\$4,440.00
128	REINFORCING STEEL, SUPERSTRUCTURE	13,442	LB	\$0.85	\$11,425.70	\$0.65	\$8,737.30
129	REINFORCING STEEL, SUBSTRUCTURE	4,846	LB	\$0.85	\$4,119.10	\$0.65	\$3,149.90
130	REINFORCING STEEL, STAINLESS STEEL, MISCELLANEOUS	598	LB	\$4.00	\$2,392.00	\$5.00	\$2,990.00
131	PRESTRESSED SLAB UNITS, WIDTH 48", THICKNESS 12"	758	LF	\$200.00	\$151,600.00	\$92.00	\$69,736.00
132	PRESTRESSED CONCRETE PILING, 14" SQ	1,495	LF	\$80.00	\$119,600.00	\$48.00	\$71,760.00
133	TEST PILES - PRESTRESSED CONCRETE, 14"SQ	340	LF	\$130.00	\$44,200.00	\$32.00	\$10,880.00
134	BRIDGE DECK EXPANSION JOINT, NEW CONSTRUCTION, F&I	28	LF	\$50.00	\$1,400.00	\$15.00	\$420.00
135	PEDESTRIAN, BICYCLE RAILING, ALUMINUM, 42" PICKET RAIL	932	LF	\$70.00	\$65,240.00	\$78.00	\$72,696.00

OCEAN AVENUE (LANTANA) BRIDGE  
OVER INTRACOASTAL WATERWAY  
PBC PROJECT NO 2003502

PCL CIVIL CONSTRUCTORS, INC.

KIEWIT INFRASTRUCTURE  
SOUTH CO.

	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT	
136	CONCRETE SIDEWALK, 6" THICK	36	SY	\$60.00	\$2,160.00		\$32.10	\$1,155.60	
	TOTAL ALTERNATE #2A ITEMS				\$567,555.80			\$312,251.90	
	ALTERNATE #2B (FISHING PIER PILES) ITEMS								
137	PRESTRESSED CONCRETE PILING, 14" SQ	279	LF	\$130.00	\$36,270.00		\$37.00	\$10,323.00	
	TOTAL ALTERNATE #2B ITEMS				\$36,270.00			\$10,323.00	

+ Indicates a discrepancy/error in the item.

Working days to complete: 705 calendar days (See Special Provisions)

Bids as read at opening of Tuesday, July 12, 2011; 2PM

All bids subject to OSBA SBE compliance and Board Approval.

Prepared by: Joseph M. Totino, Project Coordinator II

Checked by: David Young, P.E., Special Projects Program Manager

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.
THE COST OF COMPACTED SUBGRADE IS INCIDENTAL TO COST OF BASEROCK.
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).

**AGREEMENT BETWEEN PALM BEACH COUNTY, FLORIDA  
AND  
AT & T Florida  
FOR JOINT PARTICIPATION AND PROJECT FUNDING  
IN CONSTRUCTION OF  
HAVERHILL ROAD AND DYER BOULEVARD  
PALM BEACH COUNTY PROJECT NO. 1995509-C**

**THIS Agreement** is made as of the 12th day of April, 2012, by and between Palm Beach County, a political subdivision of the State of Florida, (hereinafter "COUNTY") and AT&T Florida, a corporation existing under the laws of Florida, (hereinafter "AT&T").

**WHEREAS**, the COUNTY intends to improve Haverhill Road and Dyer Boulevard (hereinafter the "Project"); and

**WHEREAS**, the COUNTY and the AT&T desire to jointly participate in the construction of utility adjustments to the AT&T's facilities and other improvements within the Project area, hereinafter referred to as the "Work"; and

**WHEREAS**, both COUNTY and AT&T 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. Project and Work 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. 1995509-C. Said Bid Documents include the Work as shown in AT&T's prepared Utility Matrix, Applicable Technical Specifications, Standard Construction Details, and/or Approved Product List. The Project, as set forth in this Agreement, shall be performed on Haverhill Road and Dyer Boulevard.

Section 3. Responsibilities and Duties:

A. AT&T shall reimburse COUNTY a total estimated cost of **Two Thousand Three Hundred Sixty Two Dollars and Fifty Cents (\$2,362.50)**, provided COUNTY performs pursuant to the terms and conditions of this Agreement for all Work in accordance with the Change Order Number One (Exhibit "A"). Any cost exceeding this amount attributable to AT&T Utility Items shall be paid by the AT&T.



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 AT&T.

C. COUNTY shall obtain written approval from the AT&T 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. The AT&T's responsibility for change order costs includes any costs associated with the AT&T's failure to approve change orders in a timely manner.

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. Upon completion of the Project and the Work, the AT&T shall repair and maintain the Work, at AT&T's expense.

#### Section 4. Payments/Invoicing and Reimbursement:

The COUNTY will invoice the AT&T on a periodic basis during construction of the Project and the Work. The AT&T agrees to provide to COUNTY reimbursement funding for documented costs for the Work in the amount established in Section 3.A. Upon COUNTY'S submission of acceptable documents needed to substantiate their costs for the Work, AT&T 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 AT&T identifying the Work, including COUNTY'S total expenditure for the Project. COUNTY shall supply any further documentation such as copies of paid receipts, canceled checks, invoices and other documents deemed necessary by the AT&T within seven (7) calendar days of request by the AT&T. Invoices received from COUNTY will be reviewed and approved by the AT&T to insure that expenditures have been made in conformity with this Agreement. Invoices will normally be paid within thirty (30) days following approval.

The Project and the Work will be administered by the COUNTY. Only those costs incurred by the COUNTY relating to the Work are eligible for reimbursement by the AT&T pursuant to the terms and conditions hereof. In the event the COUNTY ceases or suspends the Project or the Work for any reason, the AT&T 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 AT&T, and the AT&T shall have no further obligation to honor reimbursement requests submitted by the COUNTY.

#### Section 5. Repayment

COUNTY shall repay the AT&T for all unauthorized, illegal or unlawful expenditures of revenues, including those discovered after the expiration or termination of this Agreement.

#### Section 6. Access and Audits:

COUNTY and AT&T 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). The COUNTY and AT&T 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 7. Independent Contractor:

COUNTY and the AT&T are and shall be, in the performance of all work, services and activities under this Agreement Independent Contractors and not employees, agents or servants of the other party. All COUNTY employees engaged in 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. All AT&T employees engaged in the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to AT&T's sole direction, supervision, and control. The Parties shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the parties relationship and the relationship of its employees to the other party shall be that of an Independent Contractor and not as employees or agents of the other.

COUNTY does not have the power or authority to bind the AT&T in any promise, agreement or representation.

#### Section 8. 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 AT&T.

All of the services required herein under shall be performed by COUNTY or its contractor, 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 9. Indemnification:

The COUNTY shall require each contractor engaged by the COUNTY for the Work to:

- A. Indemnify, defend, save and hold harmless AT&T and its officers, agents or employees from all suits, actions, claims, demands, liability arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, its officers, agents, or employees in the performance of the Work;
- B. Maintain Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than ONE MILLION DOLLARS (\$1,000,000.00); and
- C. Acknowledge that AT&T is a limited third party beneficiary with the right to seek damages from the contractor for its failure to perform or to enforce the contractor's performance of its duties and obligations regarding the Work.

Notwithstanding the above, AT&T does not have the right to compel the COUNTY to perform its duties and obligations under this Contract or to seek damages from the COUNTY for its failure to perform or to compel the contractor to perform. Nothing herein shall create or vest in the AT&T the right to compel the COUNTY to act for or on AT&T behalf or for its benefit, nor shall it have a cause of action of any type or nature against the COUNTY.

Section 10. Annual Appropriation:

All provisions of this Agreement calling for the expenditure of ad valorem tax money by the COUNTY are subject to annual budgetary funding and should the COUNTY involuntarily fail to fund any of their obligations pursuant to the Agreement, this Agreement may be terminated. However, once the Project has been awarded to the COUNTY contractor, it shall be prosecuted to completion and this Agreement shall be binding upon the parties and the COUNTY shall not have the right to terminate the subject Agreement for the reason that the sufficient funds are not available for the construction of the Project.

Section 11. 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.

Section 12. 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 13. 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 AT&T shall be sent to:

Mr. Robert C. Lowen, R/W Manager - OSP Engineering  
AT & T Florida Telecommunications Company  
Engineering Department  
2021 South Military Trail  
West Palm Beach, FL 33415-6440

All notice to the COUNTY shall be sent to:

Omelio A. Fernandez, P.E., Director  
Roadway Production Division  
P.O. Box 21229  
West Palm Beach, FL 33416-1229  
ATTN: ROADWAY PRODUCTION

Section 14. 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 15. 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 16. No Waiver:

Any waiver by either Party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter. The failure of either Party to enforce strict performance by the other Party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions or rights in that or any other instance.

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 AT&T agree that no person shall, on the grounds of age, race, color, sex, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, and gender identity and expression, 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.

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. However, once the Project has commenced, it shall be prosecuted to completion and this agreement shall be binding upon the parties and neither party shall have the right to terminate the subject Agreement.

Section 22. Compliance with Codes and Laws:

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

Section 23. Office of the Inspector General:

Palm Beach County has established the Office of the Inspector General, Ordinance R2009-049, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector

General including receiving access to records relating to Bid or any resulting contract.

Section 24. 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 25. 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 26. Entirety of Agreement:

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

Section 27. Survival:

The obligations, rights, and remedies of the Parties hereunder, which by their nature survive the termination of this agreement or the completion of the Project, shall survive such termination or Project completion and inure to the benefit of the Parties.

Section 28. Term:

The term of this Agreement shall be effective on the date of execution of this Agreement by both parties.

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

AT&T Florida

PALM BEACH COUNTY, FLORIDA

BY: Brenda Hobby  
(Print Name)

BY: Tanya N. McConnell, P.E.,  
Deputy County Engineer

Brenda Hobby  
(Signature)

Tanya N. McConnell  
(Signature)

ATTEST WITNESS:

APPROVED AS TO TERMS  
AND CONDITIONS:

BY: Otis Keene  
(Print Name)  
Otis Keene  
(Signature)

By: Omelio A. Fernandez, P.E., Director  
Roadway Production Division

SE Omelio A. Fernandez  
(Signature)

BY: Eva Lewis  
(Print Name)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

Eva Lewis  
(Signature)

BY: Monika R. [Signature]  
Assistant County Attorney

CHANGE  
ORDER

EXHIBIT "A"

<input type="checkbox"/> Owner Initiated	<input type="checkbox"/> Quantity Overruns/Underruns
<input checked="" type="checkbox"/> Differing Site Conditions	<input type="checkbox"/> Request By Another Agency/Outside Party
<input type="checkbox"/> Zoning/Code/Ordinance Changes	<input type="checkbox"/> A. Reimbursable <input type="checkbox"/> B. Non-Reimbursable
<input type="checkbox"/> Errors/Omissions/In Design	<input type="checkbox"/> Other:

PROJECT: <b>HAVERHILL ROAD AND DYER BOULEVARD</b>	CHANGE ORDER NO: 1 (one)
(Name) <b>INTERSECTION IMPROVEMENTS</b>	COUNTY PROJECT NO: 1995509C
TO:	CONTRACT DATE: 07/19/11
(Contractor) J.W. Cheatham, LLC	RESOLUTION NO: R2011-1007
	DISTRICT NO: 7

You are directed to make the following changes in this Contract:

Relocate and lower AT&T cable that is in conflict with proposed drainage in the areas of Structures S-14, S-16, S-18, S-19, S-13 – Lump Sum	\$ 2,362.50
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Totally reimbursable by AT&T

The original Contract Sum was . . . . .	\$575,085.45
Net change by previous Change Orders. . . . .	\$ -0-
The Contract Sum prior to this Change Order was . . . . .	\$575,085.45
The Contract Sum will be increased by this Change Order . . . . .	\$ 2,362.50
The new Contract Sum including this Change Order will be . . . . .	\$577,447.95
The Contract Time will be unchanged by . . . . .	( 0 ) Days
The Date of Completion as of the date of this Change Order therefore is . . . . .	April 13, 2012

EXECUTION OF THIS CHANGE ORDER ACKNOWLEDGES FINAL SETTLEMENT OF, AND RELEASES ALL CLAIMS FOR, COSTS AND TIME ASSOCIATED, DIRECTLY OR INDIRECTLY, WITH THE ABOVE-STATED MODIFICATION(S). INCLUDING ALL CLAIMS FOR CUMULATIVE DELAYS OR DISRUPTIONS RESULTING FROM, CAUSED BY, OR INCIDENT TO, SUCH MODIFICATION(S), AND INCLUDING ANY CLAIM THAT THE ABOVE-STATED MODIFICATION(S) CONSTITUTES, IN WHOLE OR PART, A CARDINAL CHANGE TO THE CONTRACT.

<u>J.W. Cheatham, LLC</u>	<u>P.B.Co. Board of County Commissioners</u>
ENGINEER (If Applicable) <u>CONTRACTOR</u>	OWNER
<u>7395 Westport Place</u>	<u>P.O. Box 21229</u>
Address <u>Address</u>	Address
<u>West Palm Beach, FL 33413</u>	<u>West Palm Beach, FL 33416-1229</u>
BY <u>Thomas P. Whiting</u>	BY _____
DATE <u>2/13/12</u>	DATE _____