

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 11, 2012 [X] Consent [] Regular [] Workshop [] Public Hearing
Department:
Submitted By: Engineering & Public Works
Submitted For: Roadway Production Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) A Contract with Murphy Construction Company (Murphy), in the amount of \$2,492,454.50 for the construction of Central Boulevard from south of the C-18 Canal to Church Street (Project);
B) An Interlocal Agreement with the Loxahatchee River Environmental Control District (District) for joint participation and project funding in the amount of \$638,580 for construction of utility adjustments to the District's water main and other improvements as part of the Project; and
C) A Budget Amendment of \$638,580 in the Road Impact Fee Fund - Zone 1 to recognize funding from the District for utility reimbursable work and appropriate it to the Project.

SUMMARY: Approval of this Contract will allow Palm Beach County (County) to issue a notice to proceed to Murphy, the sole responsive, responsible bidder, and a Palm Beach County company, to begin construction of the Project. The Palm Beach County Small Business Enterprise (SBE) goal for all projects is 15% overall. The SBE participation proposed for the Project by Murphy is 15.17%.

District 1 (MRE)

Background and Justification: Bids for the Project were received by the Engineering Department on July 31, 2012. Murphy was the sole responsive, responsible bidder. The Office of Small Business Assistance issued its evaluation on August 17, 2012. Time to complete all work under this Contract shall be no more than 270 calendar days.

Attachments:

- 1. Location Sketch
2. Contracts
3. Contract Pages C-1 and C-2
4. Agreements (3) Original
5. SBE Evaluation Letter
6. Bid Tabulation
7. Budget Availability Statement
8. Budget Amendment

Recommended by: [Signature] Division Director Date 8/23/12 [Signature]
Approved By: [Signature] County Engineer Date 8/30/12

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	\$2,758,529	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	(\$638,580)	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$2,119,949	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No X

Budget Account No:

Fund 3501 Dept 361 Unit 1161 Object 6551/6555 \$2,119,948.50
 Fund 3501 Dept 361 Unit 1161 Object 8101/6948 \$ 638,580.00

Recommended Sources of Funds/Summary of Fiscal Impact:

Road Impact Fee Fund - Zone 1
 Central Blvd/Indiantown Rd to Longshore Dr

Construction Contract	\$2,492,454.50
Contingency	\$ 74,774.00
Testing Lab	\$ 8,000.00
Traffic Signalization & Striping	\$ 7,500.00
Staff Costs -	
Roadway Production	\$ 49,800.00
Survey	\$ 24,900.00
Construction Coordination	\$ 99,600.00
Traffic	\$ 1,500.00
	<u>\$2,758,528.50</u>
Reimbursable Utility Work	
Loxahatchee River District	\$ (638,580.00)
Fiscal Impact	<u>\$2,119,948.50</u>

C. Departmental Fiscal Review:

Alicia Kovalainen

III. REVIEW COMMENTS

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

Johanna Walker 9/5/12
 OFMB
 9/14/12

Dr. J. Jacobus 9/6/12
 Contract Dev. and Control

B. Approved as to Form and Legal Sufficiency:

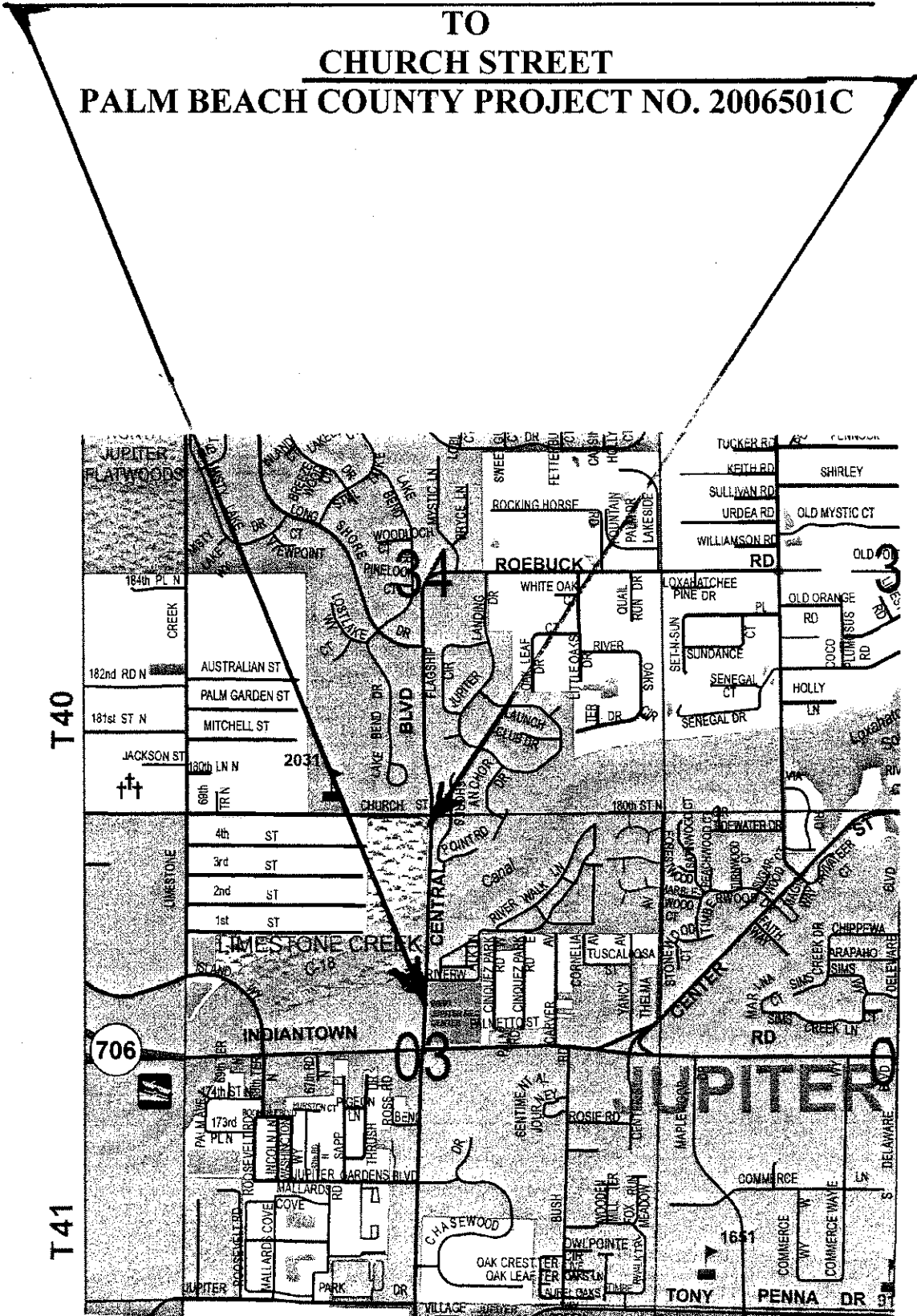
Markus P. Peltola
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

PROJECT LOCATION
CENTRAL BOULEVARD FROM S. OF C-18 CANAL
TO
CHURCH STREET
PALM BEACH COUNTY PROJECT NO. 2006501C



LOCATION SKETCH

CONTRACT

STATE OF FLORIDA)

) SS.

COUNTY OF PALM BEACH)

This Contract, made this ____ day of _____, A.D. 2012, by and between PALM BEACH COUNTY, a Political Subdivision of the State of Florida, (hereinafter called the party of the first part), and The Murphy Construction Co., of West Palm Beach, Florida, and their heirs, executors, administrators and assigns, (hereinafter called the party of the second part):

WITNESSETH: The party of the second part agrees with the said party of the first part, for the consideration herein mentioned at their own proper cost and expense to do all the work and furnish all necessary labor, materials, equipment, machinery, tools, apparatus, services, state workmen's compensation and unemployment compensation taxes incurred in the performance of the contract, and means of transportation for the complete construction of:

PROJECT NAME: CENTRAL BLVD., S. OF C-18 CANAL TO CHURCH ST.

PROJECT NO.: 2006501C

IN THE AMOUNT OF:
TWO MILLION, FOUR HUNDRED NINETY TWO THOUSAND, FOUR HUNDRED FIFTY
FOUR DOLLARS 50/100

(IN WORDS)

\$2,492,454.50
(IN FIGURES)

in Palm Beach County, Florida, in the manner and to the full extent as set forth in the Contract Documents therefore and the Contract Documents relative thereto, are made a part of this Agreement as completely as if set forth herein, to the satisfaction of the party of the first part, or its duly authorized representative.

The said party of the second part further agrees for the consideration herein mentioned to commence the work with adequate forces and equipment within fourteen (14) calendar days of the date set forth in the "Notice to Proceed". The time limit for the completion of all work under this contract shall be two hundred seventy (270) calendar days, (see Special Provisions). The date fixing this period upon the calendar shall be established and stated in the "Notice to Proceed". After commencement of the work, it shall be properly dispatched toward completion, to the satisfaction of the Engineer, and shall be fully completed within the time limit. It is understood and agreed that the time limit for completion of said work is the essence of the contract and should the contractor fail to complete the work within the time limit, it is agreed that for such calendar day that any work provided for in these Contract Documents shall remain incomplete after the time limit has expired, including any official extension of the time limit; the sum per day given in the contained schedules shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages (in accordance with Section 8-10.2 of the Standard Specifications) and added expense for supervision.

The Contractor shall take into account all contingent work which has to be done by other parties arising from any cause whatsoever, and shall not plead his want of knowledge of such contingent work as an excuse for delay in his work, or for its non-performance.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed and sealed the day and year first written above.

ATTEST:

SHARON R. BOCK,
Clerk & Comptroller

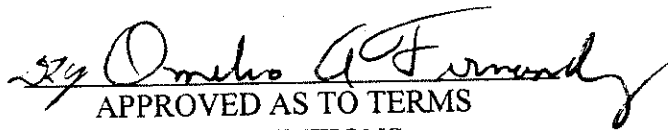
PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the
State of Florida

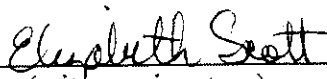
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Shelley Vana, Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

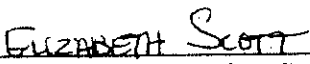

APPROVED AS TO TERMS
AND CONDITIONS



(witness signature)

THE MURPHY CONSTRUCTION CO.

(Corporate Name)

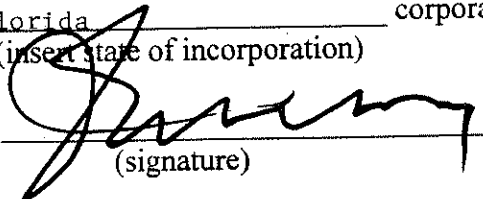


(witness name printed)


a Florida _____ corporation
(insert state of incorporation)



(witness signature)

By 

(signature)



(witness name printed)

John E. Murphy

(print signatory's name)

President & CEO

Its (print title)

August 16, 2012

(date of execution)

(Corporate Seal)

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY, FLORIDA
AND
THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
FOR JOINT PARTICIPATION AND PROJECT FUNDING
IN CONSTRUCTION OF
CENTRAL BOULEVARD FROM C-18 CANAL TO CHURCH STREET
PALM BEACH COUNTY PROJECT NO. 2006501-C**

THIS Interlocal Agreement, (hereinafter "Agreement"), is made as of the ____ day of _____, 2012, by and between Palm Beach County, a political subdivision of the State of Florida, (hereinafter "COUNTY") and the Loxahatchee River Environmental Control District, a special district independent governmental entity 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 Central Boulevard from C-18 Canal to Church Street (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. 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. 2006501-C. Said Bid Documents include the Work as shown in DISTRICT prepared Utility Matrix, Applicable Technical Specifications, Standard Construction Details, and Approved Product List. The Project, as set forth in this Agreement, shall be performed on Central Boulevard from C-18 Canal to Church Street.

Section 3. Responsibilities and Duties:

A. DISTRICT shall reimburse COUNTY a total estimated cost of **Six Hundred Thirty Eight Thousand and Five Hundred Eighty Dollars (\$638,580)**, 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 the Loxahatchee River Environmental Control District Items shall be paid by the DISTRICT.

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. The DISTRICT'S responsibility for change order costs includes any costs associated with the DISTRICT'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 DISTRICT shall repair and maintain the Work, at DISTRICT'S expense.

Section 4. 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 3.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

Loxahatchee River District Interlocal Agreement

DISTRICT identifying the Work, including COUNTY'S total expenditure for the Project, and identifying the amount attributable to the 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 insure 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 administered 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 5. 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.

Section 6. Access and Audits:

COUNTY and DISTRICT 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 COUNTY and 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 7. Independent Contractor:

COUNTY and the DISTRICT 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 DISTRICT employees engaged in the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to DISTRICT'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 DISTRICT 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 DISTRICT.

All of the services required hereinunder 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 DISTRICT and COUNTY recognize its liability for certain tortious acts of its agents, officers, employees and invitees to the extent and limits provided in Section 768.28, Florida Statutes. To the extent permitted by law, the DISTRICT and COUNTY shall indemnify, defend and hold the other harmless against any actions, claims and damages arising out of the DISTRICT'S or COUNTY'S negligence in connection with the Work and the Project and the use of the funds provided under this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute an agreement by the DISTRICT or COUNTY to indemnify each other for sole negligence, or willful or intentional acts of the other. The foregoing indemnification shall survive termination of this Agreement.

Section 10. Annual Appropriation:

All provisions of this Agreement calling for the expenditure of ad valorem tax money by either the COUNTY or the DISTRICT are subject to annual budgetary funding and should either Party involuntarily fail to fund any of their respective 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 neither party shall 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.

Loxahatchee River District Interlocal Agreement

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 DISTRICT shall be sent to:

George W. DiCarlo, P.E., Director of Engineering Services
Loxahatchee River Environmental Control District
2500 Jupiter Park Dr.
Jupiter, FL 33458-8964

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 DISTRICT 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 DISTRICT shall abide by all applicable federal, state and local laws, orders, rules and regulations when performing under this Agreement. COUNTY and DISTRICT 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, in Palm Beach County code section 2-421-2-440, 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

Loxahatchee River District Interlocal Agreement

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 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.

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.

Loxahatchee River District Interlocal Agreement

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

LOXHATCHEE RIVER DISTRICT
BY ITS
GOVERNING BOARD

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

BY: 
Harvey M. Silverman, Chair


BY: _____
Shelley Vana, Chair

ATTEST:

ATTEST:

ANNA M. WILLIAMS
DISTRICT CLERK

SHARON R. BOCK,
CLERK & COMPTROLLER

BY: 
(DATE) 8/16/12

BY: _____
(DATE)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: 
District Attorney

BY: _____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS


BY: 
SR

EXHIBIT "B"

Loxahatchee River District

PROJECT NAME: Central Blvd. from C-18 Canal to Church St.

PROJECT NUMBER: 2006501-C

CONTRACTOR: The Murphy Construction Co.

ITEM QUANTITY /UNITS UNIT PRICE AMOUNT

Loxahatchee River District Utility Items

66	REMOVE EXISTING 10" F.M.	1 LS	\$20,160	\$20,160.00
67	REMOVE EXISTING 16" IQ MAIN	1 LS	\$20,160	\$20,160.00
68	INSTALL 12" DIP FM @ BRIDGE	1 LS	\$167,000	\$167,000.00
69	INSTALL 16" I.Q. WATER MAIN @ BRIDGE	1 LS	\$220,500	\$220,500.00
70	INSTALL 12" DIP FM	1,355 LF	\$152	\$205,960.00

Total Loxahatchee River District Utility Items \$633,780.00

ITEM QUANTITY /UNITS UNIT PRICE AMOUNT

Loxahatchee River District Contingency Items

45	SUPPORT AND PROTECT 10" FM	400 LF	\$6.00	\$2,400.00
46	SUPPORT AND PROTECT 16" IQ MAIN	400 LF	\$6.00	\$2,400.00

Total Loxahatchee River District Contingency Items \$4,800.00

TOTAL \$638,580.00

CENTRAL BLVD
S. of C-18 CANAL to CHURCH ST.
P.B.C. PROJECT #2006501C

EXHIBIT "A"

**THE MURPHY CONSTRUCTION
CO.**

**ENGINEERS
ESTIMATE**

	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT		
ROADWAY PAY ITEMS							
1	MOBILIZATION	1	LS	\$42,000.00	\$42,000.00		\$45,000.00
2	MAINTENANCE OF TRAFFIC (INCL. PEDESTRIAN M.O.T.)	1	LS	\$140,000.00	\$140,000.00		\$30,000.00
3	CLEARING AND GRUBBING	1	LS	\$43,000.00	\$43,000.00		\$25,000.00
4	REGULAR EXCAVATION	46	CY	\$63.00	\$2,898.00		\$12.00
5	EMBANKMENT (COMPACTED IN PLACE)	772	CY	\$33.00	\$25,476.00		\$9.00
6	BASEROCK (13 1/2") (TRIPLE COURSE)	843	SY	\$69.00	\$58,167.00		\$23.00
7	ASPHALTIC CONCRETE -TYPE S-III (1.0")	578.0	TN	\$120.00	\$69,360.00		\$105.00
8	ASPHALTIC CONCRETE -TYPE S-1 (1.5")	867.0	TN	\$118.00	\$102,306.00		\$105.00
9	ASPHALTIC CONCRETE -TYPE S (OVERBUILD) (AVG. 1.75")	574.0	TN	\$126.00	\$72,324.00		\$105.00
10	MILL EXISTING ASPHALT PAVEMENT (1")	3,393	SY	\$4.00	\$13,572.00		\$3.50
11	MISCELLANEOUS ASPHALT PAVEMENT	51.0	TN	\$190.00	\$9,690.00		\$105.00
12	INLETS (CURB) (TYPE J-6)	1	EA	\$6,930.00	\$6,930.00		\$5,437.60
13	INLETS (CURB) (TYPE P-2) PARTIAL	2	EA	\$5,500.00	\$11,000.00		\$5,003.00
14	INLETS (CURB) (TYPE P-6)	5	EA	\$5,670.00	\$28,350.00		\$3,800.00
15	CONCRETE PIPE CULVERT (18")	164	LF	\$88.00	\$14,432.00		\$48.00
16	CONCRETE PIPE CULVERT (42")	49	LF	\$126.00	\$6,174.00		\$97.00
17	FRENCH DRAIN (18" DIA) (INCL. BALLAST ROCK & FILTER)	300	LF	\$88.00	\$26,400.00		\$99.00
18	MITERED END SECTION (ROUND) (18")	2	EA	\$1,000.00	\$2,000.00		\$850.00
19	MITERED END SECTION (ROUND) (42")	2	EA	\$3,200.00	\$6,400.00		\$220.00
20	CLOSED FLUME	1	EA	\$3,700.00	\$3,700.00		\$1,200.00
21	OPEN FLUME	3	EA	\$570.00	\$1,710.00		\$250.00
22	APPROACH SLABS (CLASS II) [INCL. REINFORCING STL]	4	EA	\$19,740.00	\$78,960.00		\$36,350.00
23	CONCRETE CURB & GUTTER, TYPE F	2,611	LF	\$13.00	\$33,943.00		\$14.00
24	CONC SIDEWALK (4" THICK)	1,008	SY	\$31.00	\$31,248.00		\$27.00
25	CONCRETE DRIVEWAY (6" THICK)	40	SY	\$35.00	\$1,400.00		\$37.00
26	FENCE (REMOVE & RESET) (TYPE A & B)	206	LF	\$20.00	\$4,120.00		\$10.00
27	GUARDRAIL (ROADWAY) (3'- 1 1/2" posts spacing)	1,312	LF	\$37.00	\$48,544.00		\$20.00
28	GUARDRAIL (THRIE BEAM)	175	LF	\$58.00	\$10,150.00		\$35.00
29	END ANCHORAGE ASSEMBLIES (ET-2000)	3	EA	\$2,400.00	\$7,200.00		\$2,000.00
30	PIPE HANDRAIL (STEEL- 4.5' HIGH)	450	LF	\$60.00	\$27,000.00		\$25.00
31	SODDING	1,268	SY	\$5.00	\$6,340.00		\$2.50
32	STORM SEWER PUMPING (EXIST.) (24" OR LESS) (SEE SP'S)	600	LF	\$4.00	\$2,400.00		\$3.70
33	STORM SEWER PUMPING (EXIST.) (> 24" TO 48") (SEE SP'S)	200	LF	\$6.00	\$1,200.00		\$4.70
34	2-2" PVC CONDUIT (SCH 40)	1,545	LF	\$10.00	\$15,450.00		\$4.00
35	PULL BOX (SMALL) (17"x30"x24")	5	EA	\$570.00	\$2,850.00		\$728.00
36	PULL BOX (LARGE) (30"x48"x24")	1	EA	\$630.00	\$630.00		\$1,373.00
37	MANGROVE TRIMMING	320	SF	\$58.00	\$18,560.00		N/A
TOTAL ROADWAY PAY ITEMS					\$975,884.00		
CONTINGENCY PAY ITEMS							
38	FLOWABLE FILL	10	CY	\$315.00	\$3,150.00		\$220.00
39	SUBSOIL EXCAVATION (SEE SP'S)	500	CY	\$22.00	\$11,000.00		\$13.00
40	PREMIUM FOR CONFLICT CONDITION (SEE SP'S)	2	EA	\$2,500.00	\$5,000.00		\$3,750.00
41	MESSAGE BOARDS (2) (NON-MOT)	14	EA	\$19.00	\$266.00		\$111.00
42	TRAFFIC SAFETY OFFICER (NON-MOT)	46	HRS	\$70.00	\$3,220.00		\$63.00
43	STORM SEWER CLEANING (EXIST.) (24" OR LESS) (SEE SP'S)	600	LF	\$4.00	\$2,400.00		\$7.50
44	STORM SEWER CLEANING (EXIST.) (> 24" TO 48") (SEE SP'S)	200	LF	\$6.00	\$1,200.00		\$8.50
45	SUPPORT AND PROTECT 10" FM	400	LF	\$6.00	\$2,400.00		\$25.00
46	SUPPORT AND PROTECT 16" IQ MAIN	400	LF	\$6.00	\$2,400.00		\$25.00
47	SUPPORT AND PROTECT 24" WATER MAIN	400	LF	\$6.00	\$2,400.00		\$39.60
48	CONCRETE INTERLOCK BLOCKS	500	SF	\$20.00	\$10,000.00		N/A
TOTAL CONTINGENCY PAY ITEMS					\$43,436.00		
BRIDGE PAY ITEMS							
49	MOBILIZATION	1	LS	\$96,000.00	\$96,000.00		\$20,000.00
50	REMOVAL OF EXISTING DECK, APPROACH SLAB & BARRIERS	7,100	SF	\$15.00	\$106,500.00		\$16.86
51	CLASS II CONCRETE (SUPERSTRUCTURE)	180	CY	\$925.00	\$166,500.00		\$534.00
52	REINFORCING STEEL (SUPERSTRUCTURE)	62,433	LBS	\$1.50	\$93,649.50		\$1.10

CENTRAL BLVD.
S. of C-18 CANAL to CHURCH ST.
P.B.C. PROJECT #2006501C

**THE MURPHY CONSTRUCTION
CO.**

**ENGINEERS
ESTIMATE**

	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT		
53	BRIDGE DECK GROOVING	2,396	SF	\$10.00	\$23,960.00		\$3.36
54	CONCRETE TRAFFIC RAILING (TYPE F) (32" F SHAPED)	686	LF	\$245.00	\$168,070.00		\$63.14
55	PEDESTRIAN PICKET RAILING 42" (FDOT INDEX 861) (ALUMINUM)	686	LF	\$127.00	\$87,122.00		\$32.28
56	CLASS IV CONCRETE CAP (NW CORNER) (SUBSTRUCTURE)	14	CY	\$1,100.00	\$15,400.00		\$749.77
57	REINFORCING STEEL (CONCRETE CAP NW CORNER) (SUBSTRUCTURE)	1,204	LBS	\$2.00	\$2,408.00		\$1.10
58	BRIDGE DECK EXPANSION JOINT	106	LF	\$190.00	\$20,140.00		\$68.42
59	CLEAN AND COAT CONCRETE SURFACE (CLASS 5)	10,750	SF	\$2.00	\$21,500.00		\$1.66
60	OVERHEAD SPALL REPAIR (DRY PACK)	23	CF	\$670.00	\$15,410.00		N/A
61	OVERHEAD SPALL REPAIR (FORM & POUR)	10	CF	\$540.00	\$5,400.00		N/A
62	CRACK REPAIR (PRESSURE INJECTED)	40	LF	\$158.00	\$6,320.00		N/A
63	RUST SPOTS (EXPOSED REINFORCING TIPS)	6	EA	\$840.00	\$5,040.00		N/A
64	REINFORCING STEEL (INSTALLED)	50	LBS	\$3.50	\$175.00		N/A
65	FINAL FINISH COAT	320	SF	\$18.00	\$5,760.00		N/A
TOTAL BRIDGE PAY ITEMS					839,354.50		
UTILITY PAY ITEMS							
66	REMOVE EXISTING 10" F.M.	1	LS	\$20,160	\$20,160.00		N/A
67	REMOVE EXISTING 16" IQ MAIN	1	LS	\$20,160	\$20,160.00		N/A
68	INSTALL 12" DIP FM @ BRIDGE	1	LS	\$167,000	\$167,000.00		N/A
69	INSTALL 16" I.Q. WATER MAIN @ BRIDGE	1	LS	\$220,500	\$220,500.00		N/A
70	INSTALL 12" DIP FM	1,355	LF	\$152	\$205,960.00		N/A
TOTAL UTILITY PAY ITEMS					633,780.00		
TOTAL BID					\$2,492,454.50		

THE ITEMS AND QUANTITIES ABOVE, SHALL GOVERN OVER THE PLANS.
PAY ITEM FOOTNOTES IN CONSTRUCTION PLANS SHALL ALSO BE INCLUDED IN ITEM UNIT PRICE.
BASEROCK & ASPHALTIC CONCRETE ITEMS INCLUDE BITUMINOUS MATERIAL & TACK COAT AS REQUIRED.
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.
12" COMPACTED SUBGRADE SHALL BE INCIDENTAL TO AND INCLUDED IN THE COST OF BASEROCK CONSTRUCTION .
CURB PAD CONSTRUCTION AND REQUIRED 12" COMPACTED SUBGRADE SHALL BE INCIDENTAL TO THE COST OF "CURB &
CONTRACTOR IS RESPONSIBLE FOR "TRENCH SAFETY COMPLIANCE" IN ACCORDANCE WITH THE SPECIAL PROVISIONS AND GENERAL PROVISION Sect. 125-1.1.
SODDING - SHALL BE IN ACCORDANCE WITH SECTION 575 OF THE GENERAL PROVISIONS OF THIS SPECIFICATION.
CHANGEABLE (VARIABLE) MESSAGE SIGN (NON-MOT) AND TRAFFIC CONTROL OFFICERS (NON-MOT) SHALL BE PROVIDED IN ACCORDANCE WITH THE GENERAL PROVISIONS (Section 102).
APPROACH SLAB WIDENING @ EACH QUADRANT.

+ Indicates a discrepancy/error in the item.

Working days to complete project: ~~210~~ 210 calendar days (See SP's)

Bids as read at opening of Tuesday, July 31, 2012; 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



Office of
Small Business Assistance

50 South Military Trail, Suite 202
West Palm Beach, FL 33415
(561) 616-6840
Fax: (561) 616-6850
www.pbcgov.com/osba

Palm Beach County
Board of County
Commissioners

- Shelley Vana, Chair
- Steven L. Abrams, Vice Chairman
- Karen T. Marcus
- Paulette Burdick
- Burt Aaronson
- Jess R. Santamaria
- Priscilla A. Taylor

County Administrator
Robert Weisman

"An Equal Opportunity
Affirmative Action Employer"

DATE: August 17, 2012

TO: David Young, P.E., Special Projects Manager
Roadway Production Division

Through: Allen Gray, Manager *Allen Gray* Office of Small Business
Assistance

FROM: Tanoy Williams, Compliance Specialist II *TW*

SUBJECT: Compliance Review on Project No. 2006501C
Central Boulevard From C-18 Canal to Church
Street

The following is a Compliance Review of SBE participation on the above-mentioned project.

SOLE BIDDER: THE MURPHY CONSTRUCTION CO.
1615 Clare Avenue
West Palm Beach, FL 33401
Phone: 561-655-3634
Bid Opening: July 31, 2012
Bid Amount: \$2,492,454.50
Goal: 15% Overall
Goal Achieved: 15.17%

<u>SBE Participation:</u>		
(WB)	Pathway	\$51,564.30 2.07%
(WB)	Lawrence Fence	\$ 3,502.00 0.14%
(SB)	Coral Steel	\$45,337.50 1.82%
(WB)	SE Attenuators	\$109,240.65 4.38%
(SB)	Pipe Con	\$163,833.00 6.57%
(SB)	Agricultural Land	\$ 4,755.00 0.19%
		\$378,232.45 15.17%



EVALUATION

The sole bidder, **THE MURPHY CONSTRUCTION CO.** has met the SBE goal for this project.

cc: Tammy Fields, Chief Assistant County Attorney
File

CENTRAL BLVD.
S. of C-18 CANAL to CHURCH ST.
P.B.C. PROJECT #2006501C

ATTACHMENT 6

**THE MURPHY CONSTRUCTION
CO.**

**ENGINEERS
ESTIMATE**

	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT		
ROADWAY PAY ITEMS							
1	MOBILIZATION	1	LS	\$42,000.00	\$42,000.00		\$45,000.00
2	MAINTENANCE OF TRAFFIC (INCL. PEDESTRIAN M.O.T.)	1	LS	\$140,000.00	\$140,000.00		\$30,000.00
3	CLEARING AND GRUBBING	1	LS	\$43,000.00	\$43,000.00		\$25,000.00
4	REGULAR EXCAVATION	46	CY	\$63.00	\$2,898.00		\$12.00
5	EMBANKMENT (COMPACTED IN PLACE)	772	CY	\$33.00	\$25,476.00		\$9.00
6	BASEROCK (13 1/2") (TRIPLE COURSE)	843	SY	\$69.00	\$58,167.00		\$23.00
7	ASPHALTIC CONCRETE -TYPE S-III (1.0")	578.0	TN	\$120.00	\$69,360.00		\$105.00
8	ASPHALTIC CONCRETE -TYPE S-1 (1.5")	867.0	TN	\$118.00	\$102,306.00		\$105.00
9	ASPHALTIC CONCRETE -TYPE S (OVERBUILD) (AVG. 1.75")	574.0	TN	\$126.00	\$72,324.00		\$105.00
10	MILL EXISTING ASPHALT PAVEMENT (1")	3,393	SY	\$4.00	\$13,572.00		\$3.50
11	MISCELLANEOUS ASPHALT PAVEMENT	51.0	TN	\$190.00	\$9,690.00		\$105.00
12	INLETS (CURB) (TYPE J-6)	1	EA	\$6,930.00	\$6,930.00		\$5,437.50
13	INLETS (CURB) (TYPE P-2) PARTIAL	2	EA	\$5,500.00	\$11,000.00		\$5,003.00
14	INLETS (CURB) (TYPE P-6)	5	EA	\$5,670.00	\$28,350.00		\$3,800.00
15	CONCRETE PIPE CULVERT (18")	164	LF	\$88.00	\$14,432.00		\$48.00
16	CONCRETE PIPE CULVERT (42")	49	LF	\$126.00	\$6,174.00		\$97.00
17	FRENCH DRAIN (18" DIA) (INCL. BALLAST ROCK & FILTER)	300	LF	\$88.00	\$26,400.00		\$99.00
18	MITERED END SECTION (ROUND) (18")	2	EA	\$1,000.00	\$2,000.00		\$850.00
19	MITERED END SECTION (ROUND) (42")	2	EA	\$3,200.00	\$6,400.00		\$220.00
20	CLOSED FLUME	1	EA	\$3,700.00	\$3,700.00		\$1,200.00
21	OPEN FLUME	3	EA	\$570.00	\$1,710.00		\$250.00
22	APPROACH SLABS (CLASS II) (INCL. REINFORCING STL)	4	EA	\$19,740.00	\$78,960.00		\$36,350.00
23	CONCRETE CURB & GUTTER, TYPE F	2,611	LF	\$13.00	\$33,943.00		\$14.00
24	CONC SIDEWALK (4" THICK)	1,008	SY	\$31.00	\$31,248.00		\$27.00
25	CONCRETE DRIVEWAY (6" THICK)	40	SY	\$35.00	\$1,400.00		\$37.00
26	FENCE (REMOVE & RESET) (TYPE A & B)	206	LF	\$20.00	\$4,120.00		\$10.00
27	GUARDRAIL (ROADWAY) (3'- 1 1/2" posts spacing)	1,312	LF	\$37.00	\$48,544.00		\$20.00
28	GUARDRAIL (THRIE BEAM)	175	LF	\$58.00	\$10,150.00		\$35.00
29	END ANCHORAGE ASSEMBLIES (ET-2000)	3	EA	\$2,400.00	\$7,200.00		\$2,000.00
30	PIPE HANDRAIL (STEEL- 4.5' HIGH)	450	LF	\$60.00	\$27,000.00		\$25.00
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48	CONCRETE INTERLOCK BLOCKS	500	SF	\$20.00	\$10,000.00		N/A
TOTAL CONTINGENCY PAY ITEMS					\$43,436.00		
BRIDGE PAY ITEMS							
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52	REINFORCING STEEL (SUPERSTRUCTURE)	62,433	LBS	\$1.50	\$93,649.50		\$1.10

**CENTRAL BLVD.
S. of C-18 CANAL to CHURCH ST.
P.B.C. PROJECT #2006501C**

ATTACHMENT 6

**THE MURPHY CONSTRUCTION
CO.**

**ENGINEERS
ESTIMATE**

	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT		
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56	CLASS IV CONCRETE CAP (NW CORNER) (SUBSTRUCTURE)	14	CY	\$1,100.00	\$15,400.00		\$749.77
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59	CLEAN AND COAT CONCRETE SURFACE (CLASS 5)	10,750	SF	\$2.00	\$21,500.00		\$1.66
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64	REINFORCING STEEL (INSTALLED)	50	LBS	\$3.50	\$175.00		N/A
65	FINAL FINISH COAT	320	SF	\$18.00	\$5,760.00		N/A
TOTAL BRIDGE PAY ITEMS					839,354.50		
UTILITY PAY ITEMS							
66	REMOVE EXISTING 10" F.M.	1	LS	\$20,160	\$20,160.00		N/A
67	REMOVE EXISTING 16" I.Q. MAIN	1	LS	\$20,160	\$20,160.00		N/A
68	INSTALL 12" DIP FM @ BRIDGE	1	LS	\$167,000	\$167,000.00		N/A
69	INSTALL 16" I.Q. WATER MAIN @ BRIDGE	1	LS	\$220,500	\$220,500.00		N/A
70	INSTALL 12" DIP FM	1,355	LF	\$152	\$205,960.00		N/A
TOTAL UTILITY PAY ITEMS					633,780.00		
TOTAL BID					\$2,492,454.50		

THE ITEMS AND QUANTITIES ABOVE, SHALL GOVERN OVER THE PLANS.
PAY ITEM FOOTNOTES IN CONSTRUCTION PLANS SHALL ALSO BE INCLUDED IN ITEM UNIT PRICE.
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APPROACH SLAB WIDENING @ EACH QUADRANT.

+ Indicates a discrepancy/error in the item.
 Working days to complete project: 270 calendar days (See SP's)
 Bids as read at opening of Tuesday, July 31, 2012; 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

**INTEROFFICE COMMUNICATION
PALM BEACH COUNTY
BUDGET AVAILABILITY STATEMENT**

DATE: August 22, 2012

TO: Omelio Fernandez, Director
Roadway Production
Attn: Dave Young/Maureen Phillips

FROM: Alice Kovalainen, Fiscal Manager *ak*
Administrative Services

RE: Central Boulevard, from C-18 Canal to Church Street
Project # 2006501C
The Murphy Construction Co. (MURP0001)
Construction Contract Award \$2,492,454.50

BOARD MEETING DATE: September 11, 2012

FISCAL IMPACT LOCATION: F:\COMMON\WP\AgendaPage2\ 1200367,

FUNDING STATUS: BUDGET AMENDMENT REQUIRED

A Budget Amendment of \$638,580 in the Road Impact Fee Fund - Zone 1 to recognize funding from the Loxahatchee River District for utility reimbursable work and appropriate it to the project.

Is Item Included in Current Budget? Yes No X

Budget Account No:

Fund 3501	Dept 361	Unit 1161	Object 6551/6555	\$2,119,948.50
Fund 3501	Dept 361	Unit 1161	Object 8101/6948	\$ 638,580.00

Recommended Sources of Funds/Summary of Fiscal Impact:

Road Impact Fee Fund - Zone 1

Central Blvd/Indiantown Rd to Longshore Dr

Construction Contract	\$2,492,454.50
Contingency	\$ 74,774.00
Testing Lab	\$ 8,000.00
Traffic Signalization & Striping	\$ 7,500.00
Staff Costs -	
Roadway Production	\$ 49,800.00
Survey	\$ 24,900.00
Construction Coordination	\$ 99,600.00
Traffic	\$ 1,500.00
	<u>\$2,758,528.50</u>
Reimbursable Utility Work	
Loxahatchee River District	\$ (638,580.00)
Fiscal Impact	<u>\$2,119,948.50</u>

Note: Funded by a \$119,949 transfer from FY 2011, Central Blvd/Church Rd to Longshore Dr. and \$2,000,000 from FY 2012 Central Blvd/C-18 to Church St. Impact Fee Road Program Reserves.

Need to include reimbursement agreements with the agenda item.

2012- _____

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Amendment**

FUND Road Impact Fee – Zone 1

BGRV 082112-587
BGEX 082112-1883

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 08/21/12	REMAINING BALANCE
REVENUES								
CENTRAL BLVD/INDIANTOWN-LONGSHORE								
3501-361-1161-6948	Utility Relocation Reimbursement	0	16,542	638,580	0	655,122		
TOTAL RECEIPTS & BALANCES		46,383,686	43,417,057	638,580	0	44,055,637		
EXPENDITURES								
CENTRAL BLVD/INDIANTOWN-LONGSHORE								
3501-361-1161-8101	Contributions Othr Govtl Agency	0	18,179	638,580	0	656,759	18,179	638,580
TOTAL APPROPRIATIONS & EXPENDITURES		46,383,686	43,417,057	638,580	0	44,055,637		

Engineering & Public Works	SIGNATURE <u>Alice Kovalainen</u>	DATE <u>8/22/12</u>	By Board of County Commissioners At Meeting of <u>09/11/12</u>
Administration / Budget Approval	_____	_____	
OFMB Department – Posted	_____	_____	

Deputy Clerk to the
Board of County Commissioners