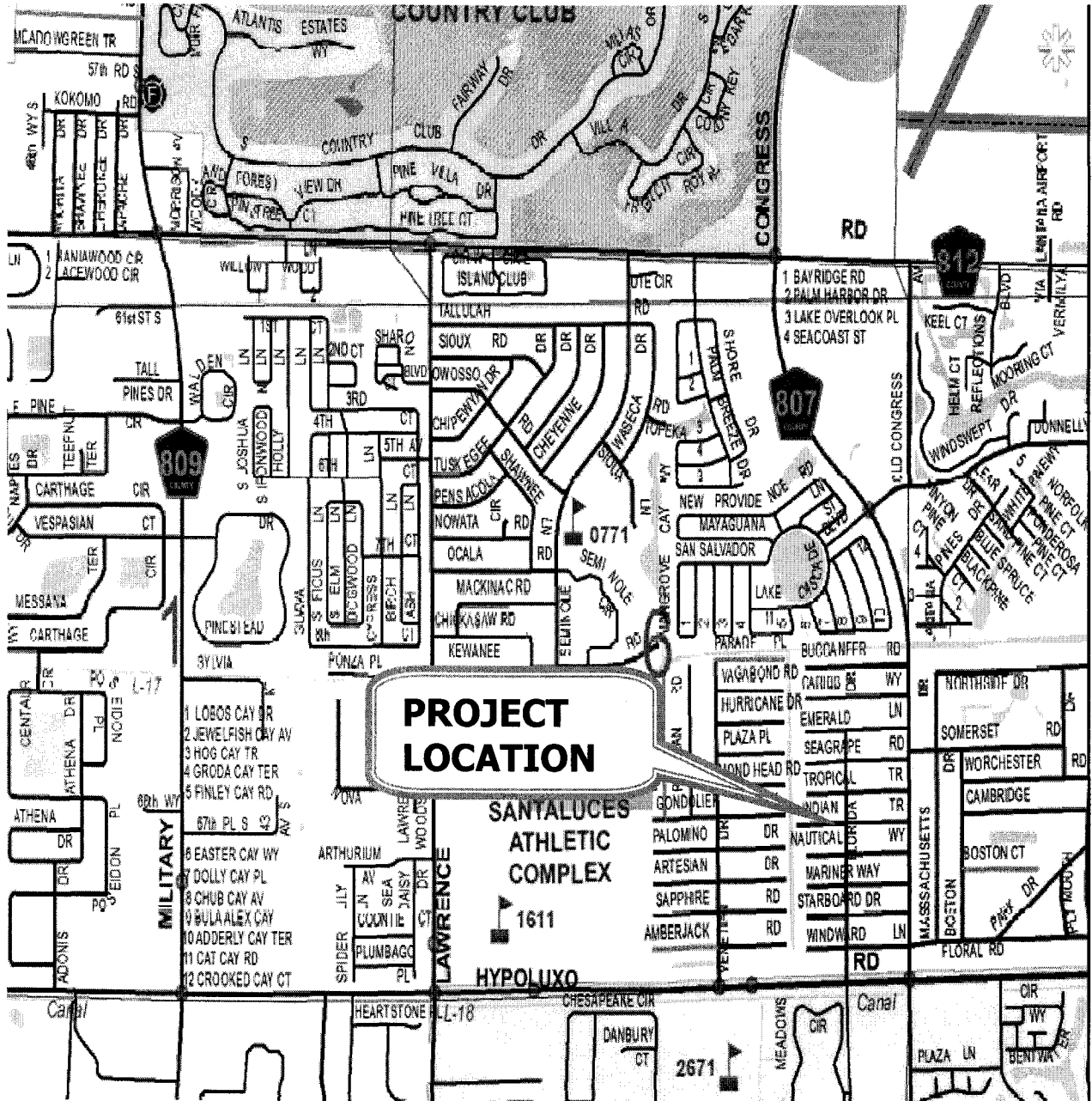






DRAINAGE IMPROVEMENTS AND UTILITY ADJUSTMENTS  
At  
Nautical Way



LOCATION MAP

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY, FLORIDA  
AND  
TOWN OF LAKE CLARKE SHORES  
FOR JOINT PARTICIPATION AND PROJECT FUNDING  
IN CONSTRUCTION OF  
NAUTICAL WAY DRAINAGE IMPROVEMENTS  
PALM BEACH COUNTY PROJECT NO. 2008056**

**THIS Interlocal Agreement**, (hereinafter "Agreement"), is made as of the \_\_\_\_ day of \_\_\_\_\_, 2013, by and between Palm Beach County, a political subdivision of the State of Florida, (hereinafter "COUNTY") and the Town of Lake Clarke Shores, a municipal corporation existing under the laws of Florida, (hereinafter "TOWN"), 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 drainage on Nautical Way (hereinafter the "Project"); and

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

**WHEREAS**, both COUNTY and TOWN 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.

## TOWN OF LAKE CLARKE SHORES AGREEMENT

### 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. 2008056. Said Bid Documents include the Work as shown in Town 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 Nautical Way.

### Section 3. Responsibilities and Duties:

A. TOWN shall reimburse COUNTY a total estimated cost of **Two Thousand and Six Hundred Dollars (\$2,600.00)**, 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 Town of Lake Clarke Shores Utility Items shall be paid by the TOWN.

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 TOWN.

C. COUNTY shall obtain written approval from the TOWN in advance of any change orders, including any costs associated with the TOWN'S failure to approve change orders in a timely manner, which increase the cost attributable to the Work to an amount greater than the contract amount as stated in Paragraph A of this Section. Approval shall not be unreasonably withheld.

D. COUNTY shall secure all necessary easements and permits required to perform the Project.

E. COUNTY shall publicly bid, administer, construct and inspect the Project and Work in accordance with the Bid Documents and Exhibit "A".

F. COUNTY shall require the contractor to provide a Public Construction Bond in an amount equal to the contractor's bid for the Project and the Work.

G. Upon completion of the Project and the Work, the TOWN shall repair and maintain the Work, at TOWN'S expense.

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

The COUNTY will invoice the TOWN on a periodic basis during construction of the Project and the Work. The TOWN 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, TOWN 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 TOWN identifying the Work, including COUNTY'S total expenditure for the Project, and identifying the amount

## TOWN OF LAKE CLARKE SHORES AGREEMENT

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 TOWN within seven (7) calendar days of request by the TOWN. Invoices received from COUNTY will be reviewed and approved by the TOWN 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 TOWN 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 TOWN pursuant to the terms and conditions hereof. In the event the COUNTY ceases or suspends the Project or the Work for any reason, the TOWN 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 TOWN and the TOWN shall have no further obligation to honor reimbursement requests submitted by the COUNTY.

### Section 5. Repayment

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

## TOWN OF LAKE CLARKE SHORES AGREEMENT

### 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 TOWN.

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 TOWN and COUNTY recognize its liability for certain tortuous 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 TOWN and COUNTY shall indemnify, defend and hold the other harmless against any actions, claims and damages arising out of the TOWN'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 TOWN 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 TOWN 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.

**TOWN OF LAKE CLARKE SHORES 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 TOWN shall be sent to:

Daniel P. Clark, P.E., Town Administrator  
Town of Lake Clarke Shores  
1701 Barbados Rd.  
Lake Clarke Shores, Fl 33406

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

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.



## TOWN OF LAKE CLARKE SHORES AGREEMENT

### 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 TOWN 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 TOWN shall abide by all applicable federal, state and local laws, orders, rules and regulations when performing under this Agreement. COUNTY and TOWN 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

**TOWN OF LAKE CLARKE SHORES 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 TOWN 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.

TOWN OF LAKE CLARKE SHORES AGREEMENT

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

TOWN OF LAKE CLARKE SHORES

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

BY:   
~~Gregory Freebold, Mayor~~  
Valentín Rodríguez

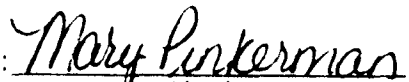
BY: \_\_\_\_\_  
Steven L. Abrams, Mayor

ATTEST:

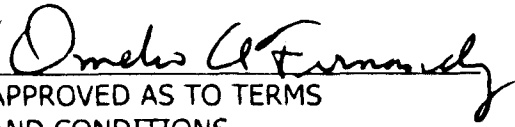
ATTEST:

MARY PINKERMAN, CMC  
TOWN CLERK

SHARON R. BOCK,  
CLERK & COMPTROLLER

BY:   
4/9/13 (DATE)

BY: \_\_\_\_\_  
(DATE)

  
By: <sup>574</sup> ~~SR~~ APPROVED AS TO TERMS  
AND CONDITIONS

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY:   
Town Attorney

BY: \_\_\_\_\_  
Assistant County Attorney

**Exhibit "B"**

**Town of Lake Clarke Shores**

**PROJECT NAME:** Nautical Way Drainage Improvements

**PROJECT NUMBER:** 2008056

**CONTRACTOR:** Johnson-Davis Inc

<u>ITEM</u>	<u>QUANTITY / UNITS</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
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**CONTINGENCY ITEMS**

16	SUPPORT & PROTECT UTILITY 4" WATER MAIN	30 LF	\$10.00	\$300.00
17	SUPPORT & PROTECT UTILITY 6" WATER MAIN	40 LF	\$10.00	\$400.00
18	SUPPORT & PROTECT UTILITY 8" WATER MAIN	20 LF	\$20.00	\$400.00
19	DEFLECT WATER SERVICE CONNECTION	3 EA	\$500.00	\$1500.00

**Town of Lake Clarke Shores Total Contingency Items** **\$2,600.00**

**NAUTICAL WAY (HYPOLUXO VILLAGE)  
DRAINAGE IMPROVEMENTS  
P.B.C. PROJECT # 2008056**

**EVERGLADES CONTRACTING,  
LLC**

**JOHNSON-DAVIS INC.**

**CHARLES S. WHITESIDE, INC.**

**AVERAGE OF  
BID ITEMS**      **ENGINEERS  
ESTIMATE**

	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT				
<b>REGULAR ROADWAY ITEMS</b>											
1	MOBILIZATION	1	LS	\$22,300.00	\$22,300.00	\$4,900.00	\$4,900.00	\$1,500.00	\$1,500.00	\$9,569.37	\$13,500.00
2	MAINTENANCE OF TRAFFIC ( INCL. PEDESTRIAN M.O.T.)	1	LS	\$2,100.00	\$2,100.00	\$2,000.00	\$2,000.00	\$1,400.00	\$1,400.00	\$3,266.21	\$5,800.00
3	CLEARING AND GRUBBING	1	LS	\$1,950.00	\$1,950.00	\$5,000.00	\$5,000.00	\$27,000.00	\$27,000.00	\$8,820.58	\$7,500.00
4	GRADING	1	LS	\$9,000.00	\$9,000.00	\$5,000.00	\$5,000.00	\$18,627.00	\$18,627.00	\$8,049.42	\$3,500.00
5	MILL EXISTING ASPHALT PAVEMENT ( 1.00")	1,380	SY	\$5.15	\$7,107.00	\$5.00	\$6,900.00	\$6.95	\$9,591.00	\$6.33	\$3.00
6	TYPE S-I ASPHALTIC CONCRETE (1 .50") (INCL. TACK COAT)	125.0	TN	\$136.50	\$17,062.50	\$140.00	\$17,500.00	\$139.00	\$17,375.00	\$164.53	\$150.00
7	TYPE S ASPHALTIC CONCRETE OVERBUILD (1.50 " AVG. )(INCL. TACK	25.0	TN	\$136.50	\$3,412.50	\$170.00	\$4,250.00	\$175.00	\$4,375.00	\$198.85	\$129.00
8	CONCRETE DRIVEWAY (VARIES 6" to 8" THICK)	170	SY	\$45.55	\$7,743.50	\$60.00	\$10,200.00	\$39.00	\$6,630.00	\$54.21	\$41.00
9	A2000 ( PVC PIPE ) (18")	175	LF	\$54.60	\$9,555.00	\$80.00	\$14,000.00	\$46.00	\$8,050.00	\$68.91	\$35.00
10	A2000 ( PVC PIPE ) (24")	582	LF	\$70.40	\$40,972.80	\$90.00	\$52,380.00	\$52.56	\$30,589.92	\$75.31	\$42.00
11	BIT. COATED CORR. STEEL PIPE CULVERT ( 24")	20	LF	\$180.00	\$3,600.00	\$90.00	\$1,800.00	\$148.00	\$2,960.00	\$168.78	\$45.00
12	SODDING	1,510	SY	\$2.65	\$4,001.50	\$5.00	\$7,550.00	\$2.50	\$3,775.00	\$3.76	\$3.50
13	INLETS ( DITCH BOTTOM ) ( TYPE C )	5	EA	\$1,880.00	\$9,400.00	\$2,400.00	\$12,000.00	\$2,240.00	\$11,200.00	\$2,393.07	\$5,200.00
14	INLETS ( DITCH BOTTOM ) ( TYPE D )	2	EA	\$2,360.00	\$4,720.00	\$3,000.00	\$6,000.00	\$2,600.00	\$5,200.00	\$2,847.18	\$5,300.00
15	INLET ( GUTTER ) ( TYPE V )	1	EA	\$2,990.00	\$2,990.00	\$3,000.00	\$3,000.00	\$3,025.00	\$3,025.00	\$3,016.64	\$5,400.00
<b>TOTAL REGULAR ROADWAY ITEMS</b>					<b>\$145,914.80</b>		<b>\$152,480.00</b>		<b>\$151,297.92</b>		
<b>CONTINGENCY PAY ITEMS</b>											
16	SUPPORT & PROTECT UTILITY 4" WATER MAIN	30	LF	\$21.00	\$630.00	\$10.00	\$300.00	\$30.00	\$900.00	\$37.44	\$15.00
17	SUPPORT & PROTECT UTILITY 6" WATER MAIN	40	LF	\$45.00	\$1,800.00	\$10.00	\$400.00	\$30.00	\$1,200.00	\$41.12	\$20.00
18	SUPPORT & PROTECT UTILITY 8" WATER MAIN	20	LF	\$96.00	\$1,920.00	\$20.00	\$400.00	\$30.00	\$600.00	\$64.52	\$25.00
19	DEFLECT WATER SERVICE CONNECTION	3	EA	\$135.00	\$405.00	\$500.00	\$1,500.00	\$30.00	\$90.00	+	\$1,134.24
20	SUPPORT & PROTECT UTILITY SERVICES	100	LF	\$21.00	\$2,100.00	\$8.00	\$800.00	\$20.00	\$2,000.00	\$26.70	\$10.00
<b>TOTAL CONTINGENCY ITEMS</b>					<b>\$6,855.00</b>		<b>\$3,400.00</b>		<b>\$4,790.00</b>	<b>+</b>	
<b>TOTAL BID</b>					<b>\$152,769.80</b>		<b>\$155,880.00</b>		<b>\$156,087.92</b>	<b>+</b>	

**NAUTICAL WAY (HYPOLUXO VILLAGE)  
DRAINAGE IMPROVEMENTS  
P.B.C. PROJECT # 2008056**

**ROSSO PAVING & GRADING  
INC.**

**FOSTER MARINE  
CONTRACTORS, INC.**

**SOUTHERN UNDERGROUND  
INDUSTRIES, INC.**

**F. H. PASCHEN, S N NIELSEN &  
ASSOCIATES**

	ITEM DESCRIPTION	QTY	UNITS								
<b>REGULAR ROADWAY ITEMS</b>											
1	MOBILIZATION	1	LS	\$5,320.00	\$5,320.00	\$12,015.00	\$12,015.00	\$11,500.00	\$11,500.00	\$9,450.62	\$9,450.62
2	MAINTENANCE OF TRAFFIC ( INCL. PEDESTRIAN M.O.T.)	1	LS	\$2,271.11	\$2,271.11	\$9,200.00	\$9,200.00	\$1,894.00	\$1,894.00	\$3,998.34	\$3,998.34
3	CLEARING AND GRUBBING	1	LS	\$9,011.35	\$9,011.35	\$3,300.00	\$3,300.00	\$8,213.00	\$8,213.00	\$7,269.71	\$7,269.71
4	GRADING	1	LS	\$8,412.30	\$8,412.30	\$3,800.00	\$3,800.00	\$7,266.00	\$7,266.00	\$4,240.66	\$4,240.66
5	MILL EXISTING ASPHALT PAVEMENT ( 1.00")	1,380	SY	\$8.38	\$11,564.40	\$8.10	\$11,178.00	\$6.00	\$8,280.00	\$4.73	\$6,527.40
6	TYPE S-I ASPHALTIC CONCRETE (1 .50") (INCL. TACK COAT)	125.0	TN	\$199.50	\$24,937.50	\$187.00	\$23,375.00	\$155.00	\$19,375.00	\$194.73	\$24,341.25
7	TYPE S ASPHALTIC CONCRETE OVERBUILD (1.50 " AVG. )(INCL. TACK	25.0	TN	\$252.70	\$6,317.50	\$308.00	\$7,700.00	\$155.00	\$3,875.00	\$194.73	\$4,868.25
8	CONCRETE DRIVEWAY (VARIES 6" to 8" THICK)	170	SY	\$51.87	\$8,817.90	\$75.00	\$12,750.00	\$63.00	\$10,710.00	\$45.04	\$7,656.80
9	A2000 ( PVC PIPE ) (18")	175	LF	\$58.05	\$10,158.75	\$70.00	\$12,250.00	\$77.00	\$13,475.00	\$96.70	\$16,922.50
10	A2000 ( PVC PIPE ) (24")	582	LF	\$73.48	\$42,765.36	\$71.00	\$41,322.00	\$85.00	\$49,470.00	\$84.70	\$49,295.40
11	BIT. COATED CORR. STEEL PIPE CULVERT ( 24")	20	LF	\$219.45	\$4,389.00	\$195.00	\$3,900.00	\$87.00	\$1,740.00	\$262.04	\$5,240.80
12	SODDING	1,510	SY	\$3.74	\$5,647.40	\$2.50	\$3,775.00	\$6.00	\$9,060.00	\$3.93	\$5,934.30
13	INLETS ( DITCH BOTTOM ) ( TYPE C )	5	EA	\$2,480.45	\$12,402.25	\$2,230.00	\$11,150.00	\$2,307.00	\$11,535.00	\$3,214.06	\$16,070.30
14	INLETS ( DITCH BOTTOM ) ( TYPE D )	2	EA	\$3,112.20	\$6,224.40	\$2,275.00	\$4,550.00	\$3,369.00	\$6,738.00	\$3,214.06	\$6,428.12
15	INLET ( GUTTER ) ( TYPE V )	1	EA	\$3,710.70	\$3,710.70	\$2,320.00	\$2,320.00	\$3,420.00	\$3,420.00	\$2,650.75	\$2,650.75
<b>TOTAL REGULAR ROADWAY ITEMS</b>					\$161,949.92		\$162,585.00		\$166,551.00		\$170,895.20
<b>CONTINGENCY PAY ITEMS</b>											
16	SUPPORT & PROTECT UTILITY 4" WATER MAIN	30	LF	\$13.39	\$401.70	\$65.00	\$1,950.00	\$50.00	\$1,500.00	\$72.70	\$2,181.00
17	SUPPORT & PROTECT UTILITY 6" WATER MAIN	40	LF	\$16.28	\$651.20	\$69.00	\$2,760.00	\$60.00	\$2,400.00	\$57.55	\$2,302.00
18	SUPPORT & PROTECT UTILITY 8" WATER MAIN	20	LF	\$21.79	\$435.80	\$106.00	\$2,120.00	\$70.00	\$1,400.00	\$107.83	\$2,156.60
19	DEFLECT WATER SERVICE CONNECTION	3	EA	\$724.50	\$2,173.50	\$695.00	\$2,085.00	\$100.00	\$300.00	\$5,755.18	\$17,265.54
20	SUPPORT & PROTECT UTILITY SERVICES	100	LF	\$8.66	\$866.00	\$32.00	\$3,200.00	\$50.00	\$5,000.00	\$47.25	\$4,725.00
<b>TOTAL CONTINGENCY ITEMS</b>					\$4,528.20		\$12,115.00		\$10,600.00		\$28,630.14
<b>TOTAL BID</b>					\$166,478.12		\$174,700.00		\$177,151.00		\$199,525.34

**NAUTICAL WAY (HYPOLUXO VILLAGE)**

**DRAINAGE IMPROVEMENTS**

**P.B.C. PROJECT # 2008056**

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

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

MOT SHALL INCLUDE THE COST OF ANY TEMPORARY PAVEMENT, TEMPORARY CONC. BARRIERS, TEMPORARY WIRE FACED WALL, ETC. AS REQUIRED.

12" COMPACTED SUBGRADE SHALL BE INCIDENTAL TO THE COST OF DRIVEWAY CONSTRUCTION.

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

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)

HEDGE REMOVAL & DISPOSAL (AS REQUIRED) SHALL BE INCLUDED IN THE COST OF "CLEARING & GRUBBING", L.S.

ITEM NO. 3, CLEARING AND GRUBBING; REMOVAL, STORAGE AND RESETTING OF EXISTING FENCES, POSTS AND GATES SHALL BE INCIDENTAL TO THE PAY ITEM.

ITEM NO. 4 "GRADING" INCLUDES THE GRADING OF SWALES, ROADWAYS, DRIVEWAYS, ANY EXCAVATION AND EMBANKMENT, AND FINAL GRADING ON THE PROJECT AS INDICATED ON THE PLANS.

ITEM NO. 8, "CONCRETE DRIVEWAYS" INCLUDES 12" COMPACTED SUBGRADE (AS RQD).

ITEM NO. 9 & 10, INCLUDES RESTORATION OF FLEXIBLE PAVEMENT FOR PAVEMENT CUT.

ITEM NO. 11, INCLUDES CONCRETE JACKET FOR DISSIMILAR PIPE MATERIALS, FDOT INDEX 280.

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Indicates a discrepancy/error in the item quantity/amount.



Indicates a NON-LOCAL bidder.

Days to Complete: NINETY (90 ) calendar days.

Bids as read at opening of Tuesday, December 11, 2012; 2PM

All bids subject to OSBA SBE compliance and Board Approval.

Opened & Prepared by: Joseph M. Totino, Project Coordinator II

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