

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	104,595	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	(104,595)	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$ 0	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No

Budget Account No:

Fund 3500	Dept 361	Unit 1001-06	Object 8101/6948	\$93,075.00
Fund 3500	Dept 361	Unit 1001-08	Object 8101/6948	\$11,520.00

Recommended Sources of Funds/Summary of Fiscal Impact:

Transportation Improvement Fund
 Bridges & Crossings
 Kirk Road Bridge over LWDD L-9 Canal
 Alternate A1A Bridge (Carlin Park)
 Utility Relocation Reimbursement

Utility reimbursements from the Village of Palm Springs and Town of Jupiter were budgeted with the construction contract awards.

C. Departmental Fiscal Review: Alicia Kovalainen

III. REVIEW COMMENTS

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

5/14 SN 6/5/14
OFMB
 [Signature]

Contract Dev. and Control
 6-12-14
 [Signature]

B. Approved as to Form and Legal Sufficiency:

Assistant County Attorney
 6/13/14
 [Signature]

C. Other Department Review:

 Department Director

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

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY, FLORIDA
AND
VILLAGE OF PALM SPRINGS
FOR JOINT PARTICIPATION AND PROJECT FUNDING
IN CONSTRUCTION OF
KIRK ROAD BRIDGE OVER LWDD L-9 CANAL
PALM BEACH COUNTY PROJECT NO. 2012516**

THIS Interlocal Agreement, (hereinafter "Agreement"), is made as of the 14th day of March, 2014, by and between Palm Beach County, a political subdivision of the State of Florida, (hereinafter "COUNTY") and the Village of Palm Springs, a municipal corporation existing under the laws of Florida, (hereinafter "VILLAGE"), 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 replace Kirk Rd. bridge over LWDD L-9 Canal (hereinafter the "Project"); and

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

WHEREAS, both COUNTY and VILLAGE 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.

VILLAGE OF PALM SPRINGS INTERLOCAL 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. 2012516. Said Bid Documents include the Work as shown in Village 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 Kirk Rd. Bridge over LWDD L-9 Canal.

Section 3. Responsibilities and Duties:

- A. VILLAGE shall reimburse COUNTY a total estimated cost of **Ninety Three Thousand and Seventy Five Dollars (\$93,075.00)**, 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 Village of Palm Springs Utility Items shall be paid by the VILLAGE.
- 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 VILLAGE.
- C. COUNTY shall obtain written approval from the VILLAGE in advance of any change orders, including any costs associated with the VILLAGE'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 VILLAGE shall repair and maintain the Work, at VILLAGE 'S expense.

Section 4. Payments/Invoicing and Reimbursement:

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

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

Section 5. Repayment

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

VILLAGE OF PALM SPRINGS INTERLOCAL 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 VILLAGE.

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 VILLAGE 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 VILLAGE and COUNTY shall indemnify, defend and hold the other harmless against any actions, claims and damages arising out of the VILLAGE'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 VILLAGE 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.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or VILLAGE.

Section 10. Annual Appropriation:

All provisions of this Agreement calling for the expenditure of ad valorem tax money by either the COUNTY or the VILLAGE 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.

VILLAGE OF PALM SPRINGS INTERLOCAL AGREEMENT

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 VILLAGE shall be sent to:

William F. Davis, Public Service Director
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

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

VILLAGE OF PALM SPRINGS INTERLOCAL AGREEMENT

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 VILLAGE agree that no person shall, on the grounds of age, race, color, sex, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity and expression or genetic information, 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 VILLAGE shall abide by all applicable federal, state and local laws, orders, rules and regulations when performing under this Agreement. COUNTY and VILLAGE 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

VILLAGE OF PALM SPRINGS INTERLOCAL AGREEMENT

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 VILLAGE 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.

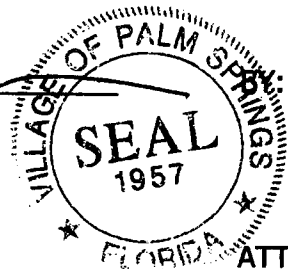
VILLAGE OF PALM SPRINGS INTERLOCAL AGREEMENT

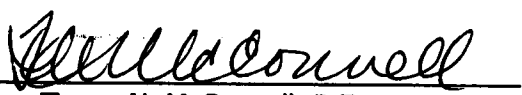
IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first written above.

VILLAGE OF PALM SPRINGS

PALM BEACH COUNTY, FLORIDA

BY: 
Bev Smith, Mayor




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

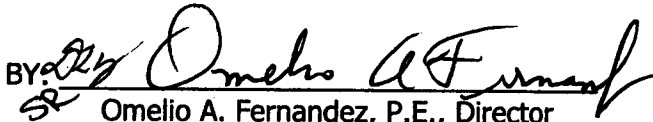
ATTEST:

ATTEST:

Virginia M. Walton, MMC
VILLAGE CLERK


APPROVED AS TO TERMS
AND CONDITIONS:

BY: Virginia M. Walton ^{2/13/13}
(DATE)

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

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: 
Village Attorney

BY: 
Assistant County Attorney

Village of Palm Springs

PROJECT NAME: Kirk Rd. Bridge over LWDD L-9 Canal
PROJECT NUMBER: 2012561
CONTRACTOR: Johnson-Davis Inc.

Village of Palm Springs Utilities				
ITEM	QUANTITY /UNITS	UNIT PRICE	AMOUNT	
28	12-inch Ductile Iron Pipe for Raw Water Main Installation (Note 1)	125 LF	\$150.00	\$18,750.00
29	6-inch Ductile Iron Pipe for Water Main Installation (Note 1)	115 LF	\$100.00	\$11,500.00
30	4-inch Ductile Iron Pipe for Force Main Installation (Note 1)	85 LF	\$125.00	\$10,625.00
31	Connect to Existing 20-inch Raw Water Main	1 EA	\$1,500.00	\$1,500.00
32	Connect to Existing 12-inch Raw Water Main	1 EA	\$2,500.00	\$2,500.00
33	Connect to Existing 6-inch Water Main	2 EA	\$2,500.00	\$5,000.00
34	Connect to Existing 4-inch Force Main	2 EA	\$2,500.00	\$5,000.00
35	Furnish and Install ductile iron compact fittings with reaction blocking or thrust restraint for water mains, raw water mains, and force mains.	1.3 TN	\$10,000.00	\$13,000.00
36	Furnish, install, and remove sample points, complete (Note 2)	4 EA	\$500.00	\$2,000.00
37	12-inch Ductile Iron Pipe for Raw Water Main Removal	90 LF	\$10.00	\$900.00
38	6-inch Ductile Iron Pipe for Water Main Removal	105 LF	\$10.00	\$1,050.00
39	4-inch Ductile Iron Pipe for Force Main Removal	80 LF	\$10.00	\$800.00
40	20x12-inch Tapping Sleeve	1 EA	\$15,000.00	\$15,000.00
SUBTOTAL VILLAGE OF PALM SPRINGS UTILITIES				\$87,625.00

Removal of approximately 150 LF of 6" asbestos-cement pipe	\$ 5,450.00
TOTAL VILLAGE OF PALM SPRINGS UTILITIES	\$ 93,075.00

**KIRK ROAD BRIDGE
OVER LWDD L-9 CANAL
P.B.C. PROJECT # 2012516**

EXHIBIT "A"

SAINC CORP.

JOHNSON-DAVIS INC.

**ENGECON
CONSTRUCTION INC.**

AVERAGE OF BID ITEMS	ENGINEERS' ESTIMATE
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ITEM	ITEM DESCRIPTION	QNTY	UNIT	PRICE	AMOUNT
REGULAR ROADWAY PAY ITEMS					
1	MOBILIZATION	1	LS	\$15,000.00	\$15,000.00
2	MAINTENANCE OF TRAFFIC (INCL. PEDESTRIAN M.O.T.)	1	LS	\$4,000.00	\$4,000.00
3	FLOATING TURBIDITY BARRIER	87	LF	\$10.00	\$870.00
4	CLEARING AND GRUBBING	1	LS	\$4,000.00	\$4,000.00
5	REMOVAL OF EXISTING STRUCTURE	1	LS	\$15,000.00	\$15,000.00
6	REGULAR EXCAVATION	844	CY	\$15.00	\$12,660.00
7	REGULAR EMBANKMENT	533	CY	\$20.00	\$10,660.00
8	TYPE B STABILIZATION (LBR 40)	664	SY	\$30.00	\$19,920.00
9	BASEROCK, 8" THICK (2-LIFTS)	497	SY	\$42.00	\$20,874.00
10	MILLING EXISTING ASPHALT PAVEMENT (1" AVG DEPTH)	709	SY	\$8.00	\$5,672.00
11	TYPE S-I ASPHALTIC CONCRETE (1.5")	39.2	TN	\$400.00	\$15,680.00
12	TYPE S-III ASPHALTIC CONCRETE (1")	65.1	TN	\$350.00	\$22,785.00
13	MISCELLANEOUS ASPHALT PAVEMENT	1.7	TN	\$400.00	\$680.00
14	CONCRETE CLASS IV, CULVERTS	177.1	CY	\$490.00	\$86,779.00
15	REINFORCING STEEL, MISCELLANEOUS	23,280	LB	\$1.75	\$40,740.00
16	INLETS (DITCH BOTTOM TYPE C)	3	EA	\$3,000.00	\$9,000.00
17	MANHOLE (TYPE P-7)	2	EA	\$4,000.00	\$8,000.00
18	CONCRETE PIPE CULVERT (18")	141	LF	\$55.00	\$7,755.00
19	MITERED END SECTION (18")	1	EA	\$2,500.00	\$2,500.00
20	PEDESTRIAN/BICYCLE RAILING, STEEL ONLY, 42" (TYPE 1)	103	LF	\$180.00	\$18,540.00
21	CONCRETE SIDEWALK, 6" THICK (CLASS II, INCL. REINFORCING STEEL)	152	SY	\$45.00	\$6,840.00
22	RIPRAP - ARTICULATING BLOCK (ARMORFLEX, ACB) (6" THICK)	182	SY	\$85.00	\$15,470.00
23	GUARDRAIL	37.5	LF	\$200.00	\$7,500.00
24	END ANCHORAGE ASSEMBLIES (FLARED)	1	EA	\$1,500.00	\$1,500.00
25	SODDING	530	SY	\$3.00	\$1,590.00
26	2" PVC CONDUITS (SCH 40) TRAFFIC	250	LF	\$20.00	\$5,000.00
27	TRAFFIC PULL BOX (17"x30"x24"D)	2	EA	\$1,000.00	\$2,000.00
TOTAL REGULAR ROADWAY ITEMS					\$361,015.00

PRICE	AMOUNT
\$30,000.00	\$30,000.00
\$30,000.00	\$30,000.00
\$15.00	\$1,305.00
\$40,000.00	\$40,000.00
\$50,000.00	\$50,000.00
\$3.00	\$2,532.00
\$25.00	\$13,325.00
\$10.00	\$6,640.00
\$20.00	\$9,940.00
\$8.00	\$5,672.00
\$200.00	\$7,840.00
\$200.00	\$13,020.00
\$500.00	\$850.00
\$800.00	\$141,680.00
\$2.00	\$46,560.00
\$3,000.00	\$9,000.00
\$4,000.00	\$8,000.00
\$60.00	\$8,460.00
\$1,500.00	\$1,500.00
\$170.00	\$17,510.00
\$80.00	\$12,160.00
\$150.00	\$27,300.00
\$40.00	\$1,500.00
\$3,000.00	\$3,000.00
\$8.00	\$4,240.00
\$20.00	\$5,000.00
\$1,000.00	\$2,000.00
	\$499,034.00

PRICE	AMOUNT		
\$69,500.00	\$69,500.00	\$38,166.67	\$33,456.19
\$12,000.00	\$12,000.00	\$15,333.33	\$52,638.00
\$18.00	\$1,566.00	\$14.33	\$11.80
\$26,000.00	\$26,000.00	\$23,333.33	\$50,000.00
\$77,000.00	\$77,000.00	\$47,333.33	\$50,000.00
\$16.50	\$13,926.00	\$11.50	\$16.00
\$32.50	\$17,322.50	\$25.83	\$18.00
\$16.50	\$10,956.00	\$18.83	\$4.10
\$28.50	\$14,164.50	\$30.17	\$11.10
\$3.85	\$2,729.65	\$6.62	\$8.00
\$177.19	\$6,945.85	\$259.06	\$200.00
\$177.19	\$11,535.07	\$242.40	\$140.00
\$176.75	\$300.48	\$358.92	\$500.00
\$1,415.00	\$250,596.50	\$901.67	\$411.85
\$1.25	\$29,100.00	\$1.67	\$1.10
\$4,165.00	\$12,495.00	\$3,388.33	\$2,500.00
\$4,500.00	\$9,000.00	\$4,166.67	\$3,000.00
\$90.00	\$12,690.00	\$68.33	\$60.00
\$1,185.00	\$1,185.00	\$1,728.33	\$1,200.00
\$145.00	\$14,935.00	\$165.00	\$96.20
\$50.00	\$7,600.00	\$58.33	\$60.00
\$93.00	\$16,926.00	\$109.33	\$150.00
\$15.73	\$589.88	\$85.24	\$40.00
\$2,250.00	\$2,250.00	\$2,250.00	\$3,000.00
\$3.00	\$1,590.00	\$4.67	\$8.00
\$14.00	\$3,500.00	\$18.00	\$8.00
\$950.00	\$1,900.00	\$983.33	\$1,000.00
	\$628,303.42		

**KIRK ROAD BRIDGE
OVER LWDD L-9 CANAL
P.B.C. PROJECT # 2012516**

SAINC CORP. *

JOHNSON-DAVIS INC.

**ENGECON
CONSTRUCTION INC.**

**AVERAGE OF
BID ITEMS ENGINEERS'
ESTIMATE**

ITEM	ITEM DESCRIPTION	QNTY	UNIT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT		
VILLAGE OF PALM SPRINGS UTILITIES											
28	12-inch Ductile Iron Pipe for Raw Water Main Installation (Note 1)	125	LF	\$150.00	\$18,750.00	\$150.00	\$18,750.00	\$85.00	\$10,625.00	\$128.33	\$86.00
29	6-inch Ductile Iron Pipe for Water Main Installation (Note 1)	115	LF	\$90.00	\$10,350.00	\$100.00	\$11,500.00	\$56.00	\$6,440.00	\$82.00	\$44.00
30	4-inch Ductile Iron Pipe for Force Main Installation (Note 1)	85	LF	\$80.00	\$6,800.00	\$125.00	\$10,625.00	\$70.00	\$5,950.00	\$91.67	\$64.00
31	Connect to Existing 20-inch Raw Water Main	1	EA	\$8,000.00	\$8,000.00	\$1,500.00	\$1,500.00	\$2,550.00	\$2,550.00	\$4,016.67	\$3,000.00
32	Connect to Existing 12-inch Raw Water Main	1	EA	\$6,000.00	\$6,000.00	\$2,500.00	\$2,500.00	\$1,750.00	\$1,750.00	\$3,416.67	\$2,500.00
33	Connect to Existing 6-inch Water Main	2	EA	\$2,000.00	\$4,000.00	\$2,500.00	\$5,000.00	\$850.00	\$1,700.00	\$1,783.33	\$2,500.00
34	Connect to Existing 4-inch Force Main	2	EA	\$2,000.00	\$4,000.00	\$2,500.00	\$5,000.00	\$850.00	\$1,700.00	\$1,783.33	\$2,500.00
35	Furnish and Install ductile iron compact fittings with reaction blocking or thrust restraint for water mains, raw water mains, and force mains.	1.3	TN	\$2,500.00	\$3,250.00	\$10,000.00	\$13,000.00	\$6,500.00	\$8,450.00	\$6,333.33	\$7,500.00
36	Furnish, install, and remove sample points, complete (Note 2)	4	EA	\$250.00	\$1,000.00	\$500.00	\$2,000.00	\$1,250.00	\$5,000.00	\$666.67	\$750.00
37	12-inch Ductile Iron Pipe for Raw Water Main Removal	90	LF	\$10.00	\$900.00	\$10.00	\$900.00	\$40.00	\$3,600.00	\$20.00	\$43.00
38	6-inch Ductile Iron Pipe for Water Main Removal	105	LF	\$10.00	\$1,050.00	\$10.00	\$1,050.00	\$25.00	\$2,625.00	\$15.00	\$22.00
39	4-inch Ductile Iron Pipe for Force Main Removal	80	LF	\$10.00	\$800.00	\$10.00	\$800.00	\$25.00	\$2,000.00	\$15.00	\$32.00
40	20x12-inch Tapping Sleeve	1	EA	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$12,500.00	\$12,500.00	\$13,750.00	\$8,200.00
TOTAL VILLAGE OF PALM SPRINGS UTILITIES					\$64,900.00	\$87,625.00	\$64,890.00				
CONTINGENCY ITEMS											
41	CHANGEABLE (VARIABLE) MESSAGE SIGNS (2 EA) (NON-MOT)	14	DAYS	\$400.00	\$5,600.00	\$80.00	\$1,120.00	\$45.00	\$630.00	\$175.00	\$125.00
42	TRAFFIC CONTROL OFFICERS (NON-MOT)	68	HRS	\$80.00	\$5,440.00	\$75.00	\$5,100.00	\$45.00	\$3,060.00	\$66.67	\$57.00
43	FLOWABLE FILL	5	CY	\$200.00	\$1,000.00	\$300.00	\$1,500.00	\$250.00	\$1,250.00	\$250.00	\$210.00
TOTAL CONTINGENCY ITEMS					\$12,040.00	\$7,720.00	\$4,940.00				
TOTAL BID					\$437,955.00	\$594,379.00	\$698,133.42				

**KIRK ROAD BRIDGE
OVER LWDD L-9 CANAL
P.B.C. PROJECT # 2012516**

SAINC CORP. *

JOHNSON-DAVIS INC.

**ENGECON
CONSTRUCTION INC.**

AVERAGE OF BID ITEMS	ENGINEERS' ESTIMATE
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ITEM	ITEM DESCRIPTION	QNTY	UNIT	PRICE	AMOUNT
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PRICE	AMOUNT
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PRICE	AMOUNT
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	<p style="text-align: center;">THE ITEMS AND QUANTITIES ABOVE, SHALL GOVERN OVER THE PLANS. PAY ITEM FOOTNOTES IN CONSTRUCTION PLANS SHALL ALSO BE INCLUDED IN ITEM UNIT PRICE.</p>				
	BASEROCK & ASPHALTIC CONCRETE ITEMS INCLUDE BITUMINOUS MATERIAL & TACK COAT AS REQUIRED.				
	12" COMPACTED SUBGRADE SHALL BE INCIDENTAL TO THE COST OF BASEROCK CONSTRUCTION.				
	'SAW CUT & BUTT JOINT', AS REQUIRED, SHALL BE INCIDENTAL TO THE COST OF THE RELATED ASPHALT ITEM.				
	ALL STRUCTURE BOXES ARE 10 FEET OR LESS IN DEPTH, UNLESS OTHERWISE NOTED.				
	THE COST OF BREAKING INTO EXISTING STRUCTURES IS INCIDENTAL TO THE COST OF PIPE.				
	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) IN ACCORDANCE WITH THE GENERAL PROVISIONS (Section 102).				
	V.P.S. UTILITY Notes:				
1	Includes pipe restrained joints.				
2	Sample points are for the raw water main and water main, one (1) at each end.				

* Indicates a discrepancy/error in the item. (SAINC CORP'S BID IS REJECTED)
Working days to complete project: 180 calendar days (See Special Provisions)
Bids as read at opening of Thursday, November 14, 2013; 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

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY, FLORIDA
AND
TOWN OF JUPITER
FOR JOINT PARTICIPATION AND PROJECT FUNDING
IN CONSTRUCTION OF
A1A (CARLIN PARK) BRIDGE REPLACEMENT
PALM BEACH COUNTY PROJECT NO. 2012514**

THIS Interlocal Agreement, (hereinafter "Agreement"), is made as of the 22nd day of January, 2014 by and between Palm Beach County, a political subdivision of the State of Florida, (hereinafter "COUNTY") and the Town of Jupiter, 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 replace bridge over A1A at Carlin Park (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 JUPITER INTERLOCAL 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. 2012514. 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 A1A at Carlin Park Bridge Replacement.

Section 3. Responsibilities and Duties:

A. TOWN shall reimburse COUNTY a total estimated cost of **Eleven Thousand Five Hundred Twenty Dollars (\$11,520.00)**, 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 Jupiter 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 JUPITER INTERLOCAL 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 JUPITER INTERLOCAL 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.

Section 13. Notice:

TOWN OF JUPITER INTERLOCAL AGREEMENT

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:

John Gaddis, Utility Services Manager
Town of Jupiter
210 Military Trail
Jupiter, FL 33458

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 JUPITER INTERLOCAL 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 JUPITER 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 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 JUPITER INTERLOCAL AGREEMENT


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

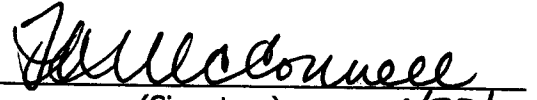
TOWN OF JUPITER

PALM BEACH COUNTY, FLORIDA

BY: Andrew D. Lukasik
Town Manager

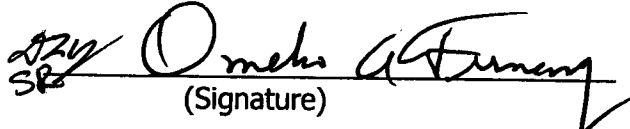
BY: Tanya N. McConnell, P.E.,
Deputy County Engineer


(Signature)


(Signature) 1/22/14

APPROVED AS TO TERMS
AND CONDITIONS:

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


(Signature)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

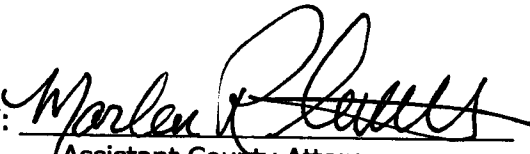
BY: 
Assistant County Attorney

EXHIBIT "B"

TOWN OF JUPITER

PROJECT NAME: A1A Carlin Park Bridge Replacement

PROJECT NUMBER: 2012514

CONTRACTOR: Drawdy Construction Co. Inc.

<u>ITEM</u>	<u>QUANTITY /UNITS</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
Town of Jupiter Bridge Items			
17 CLASS IV CONCRETE (PIPE SADDLES)	1 LS	\$2,400.00	\$2,400.00
25 TEMPORARY STEEL PILING (HP10X57)	76 LF	\$120.00	\$9,120.00
		TOTAL	<u>\$11,520.00</u>

**A-1-A CARLIN PARK
BRIDGE REPLACEMENT
P.B.C. PROJECT NO. 2012514**

EXHIBIT "A"

**DRAWDY CONSTRUCTION CO.
INC.**

**THE MURPHY CONSTRUCTION
CO.**

GIBBS & REGISTER, INC.

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

	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT		
	REGULAR ROADWAY PAY ITEMS										
1	MOBILIZATION	1	LS	\$35,000.00	\$35,000.00	\$38,000.00	\$38,000.00	\$75,000.00	\$75,000.00	\$65,900.00	\$34,844.00
2	MAINTENANCE OF TRAFFIC (INCL. PEDESTRIAN M.O.T.)	1	LS	\$22,000.00	\$22,000.00	\$40,840.00	\$40,840.00	\$25,000.00	\$25,000.00	\$26,168.00	\$52,638.00
3	FLOATING TURBIDITY BARRIER	238	LF	\$32.00	\$7,616.00	\$20.00	\$4,760.00	\$35.00	\$8,330.00	\$32.20	\$11.78
4	CLEARING AND GRUBBING	1	LS	\$6,500.00	\$6,500.00	\$20,580.00	\$20,580.00	\$10,000.00	\$10,000.00	\$12,836.00	\$732.50
5	EARTHWORK	1	LS	\$7,500.00	\$7,500.00	\$8,250.00	\$8,250.00	\$15,000.00	\$15,000.00	\$14,750.00	\$1,621.80
6	MILLING EXISTING ASPHALT PAVEMENT (1 1/4" AVG DEPTH)	182	SY	\$40.00	\$7,280.00	\$28.00	\$5,096.00	\$50.00	\$9,100.00	\$42.60	\$2.15
7	TYPE S-I ASPHALTIC CONCRETE (ROADWAY, 1 1/4" THICK)	13.75	TN	\$310.00	\$4,262.50 *	\$248.00	\$3,410.00	\$330.00	\$4,537.50	\$301.80	\$103.97
8	TYPE S-I ASPHALTIC CONCRETE (APPROACH SLAB/BRIDGE 1.75" THICK)	30	TN	\$310.00	\$9,300.00	\$248.00	\$7,440.00	\$330.00	\$9,900.00	\$301.80	\$140.92
9	MISCELLANEOUS ASPHALT PAVEMENT	4.4	TN	\$500.00	\$2,200.00	\$387.00	\$1,702.80	\$480.00	\$2,112.00	\$414.60	\$232.20
10	CONCRETE CURB, TYPE D	20.0	LF	\$375.00	\$7,500.00	\$44.00	\$880.00	\$45.00	\$900.00	\$104.80	\$18.16
11	GUARDRAIL THRIE BEAM	120	LF	\$200.00	\$24,000.00	\$190.00	\$22,800.00	\$155.00	\$18,600.00	\$180.00	\$24.62
12	SODDING	23	SY	\$85.00	\$1,955.00	\$32.00	\$736.00	\$35.00	\$805.00	\$36.80	\$3.15
	TOTAL REGULAR ROADWAY PAY ITEMS				\$135,113.50 *		\$154,494.80		\$179,284.50		
	BRIDGE ITEMS										
13	REMOVAL OF EXISTING STRUCTURES	1	LS	\$25,000.00	\$25,000.00	\$34,800.00	\$34,800.00	\$44,000.00	\$44,000.00	\$53,280.00	\$72,122.50
14	CONCRETE APPROACH SLABS	1	LS	\$40,000.00	\$40,000.00	\$75,280.00	\$75,280.00	\$70,000.00	\$70,000.00	\$64,186.00	\$72,708.22
15	CLASS IV CONCRETE (SUPERSTRUCTURE)	13.1	CY	\$500.00	\$6,550.00	\$780.00	\$10,218.00	\$1,200.00	\$15,720.00	\$1,038.00	\$1,200.00
16	CLASS IV CONCRETE (SUBSTRUCTURE)	73.6	CY	\$450.00	\$33,120.00	\$725.00	\$53,360.00	\$600.00	\$44,160.00	\$811.00	\$1,136.75
17	CLASS IV CONCRETE (PIPE SADDLES)	1	LS	\$2,400.00	\$2,400.00	\$5,740.00	\$5,740.00	\$8,000.00	\$8,000.00	\$3,888.00	\$7,500.00
18	CLASS IV CONCRETE (SIDEWALKS ON APPROACH SLAB)	30.8	CY	\$400.00	\$12,320.00	\$516.00	\$15,892.80	\$700.00	\$21,560.00	\$603.20	\$754.02
19	REINFORCING STEEL (SUPERSTRUCTURE)	888.0	LB	\$5.50	\$4,884.00	\$2.00	\$1,776.00	\$3.00	\$2,664.00	\$2.58	\$1.00
20	REINFORCING STEEL (SUBSTRUCTURE)	7224	LB	\$1.50	\$10,836.00	\$2.00	\$14,448.00	\$3.00	\$21,672.00	\$1.72	\$1.00
21	REINFORCING STEEL (SIDEWALKS ON APPROACH SLAB)	2400	LB	\$4.00	\$9,600.00	\$2.00	\$4,800.00	\$3.00	\$7,200.00	\$2.22	\$1.00
22	PRESTRESSED SLAB UNITS (12" THICK)	166.7	LF	\$285.00	\$47,509.50	\$257.00	\$42,841.90	\$415.00	\$69,180.50	\$330.20	\$318.75
23	PRESTRESSED CONCRETE PILING (14" SQUARE)	144	LF	\$90.00	\$12,960.00	\$80.00	\$11,520.00	\$250.00	\$36,000.00	\$126.40	\$40.05
24	PRESTRESSED CONCRETE PILING (18" SQUARE)	416	LF	\$90.00	\$37,440.00	\$57.00	\$23,712.00	\$115.00	\$47,840.00	\$109.40	\$81.23
25	TEMPORARY STEEL PILING (HP10X57)	76	LF	\$120.00	\$9,120.00	\$340.00	\$25,840.00	\$125.00	\$9,500.00	\$167.40	\$160.00
26	FRP COMPOSITE SHEET PILES	3038	SF	\$32.00	\$97,216.00	\$26.00	\$78,988.00	\$30.00	\$91,140.00	\$30.71	\$45.00
27	TEMPORARY DAM	1	LS	\$25,000.00	\$25,000.00	\$40,675.00	\$40,675.00	\$20,000.00	\$20,000.00	\$30,135.00	\$64,600.00
28	PRESTRESSED CONCRETE TEST PILES (18" SQUARE)	134	LF	\$90.00	\$12,060.00	\$90.00	\$12,060.00	\$250.00	\$33,500.00	\$168.00	\$122.57

**A-1-A CARLIN PARK
BRIDGE REPLACEMENT
P.B.C. PROJECT NO. 2012514**

				DRAWDY CONSTRUCTION CO. INC.		THE MURPHY CONSTRUCTION CO.		GIBBS & REGISTER, INC.		AVERAGE OF BID ITEMS	ENGINEERS ESTIMATE
	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT		
29	BRIDGE DECK EXPANSION JOINT (F&I)(POURED JOINT	99.2	LF	\$90.00	\$8,928.00	\$130.00	\$12,896.00	\$55.00	\$5,456.00	\$95.60	\$100.00
30	ALLUMINUM BULLET RAILINGS (TRIPLE RAIL)	155.7	LF	\$60.00	\$9,342.00	\$56.00	\$8,719.20	\$45.00	\$7,006.50	\$53.40	\$42.30
31	CONCRETE PARAPET (PEDESTRIAN/BICYCLE)	155.7	LF	\$300.00	\$46,710.00	\$220.00	\$34,254.00	\$130.00	\$20,241.00	\$179.00	\$115.50
32	GUARDRAIL - BRIDGE	155.7	LF	\$150.00	\$23,355.00	\$130.00	\$20,241.00	\$115.00	\$17,905.50	\$128.60	\$22.20
33	DYNAMIC LOAD TEST SUPPORT	2	EA	\$2,200.00	\$4,400.00	\$1,560.00	\$3,120.00	\$2,500.00	\$5,000.00	\$2,152.00	\$2,000.00
TOTAL BRIDGE ITEMS					\$478,750.50		\$531,181.90		\$597,745.50		
CONTINGENCY ITEMS											
34	CHANGEABLE (VARIABLE) MESSAGE SIGNS (2 EA) (NON-MOT)	7	DAYS	\$175.00	\$1,225.00	\$35.00	\$245.00	\$20.00	\$140.00	\$52.10	\$128.50
35	TRAFFIC CONTROL OFFICERS (NON-MOT)	100	HRS	\$95.00	\$9,500.00	\$77.00	\$7,700.00	\$45.00	\$4,500.00	\$65.20	\$56.70
36	PREFABRICATED SPEED BUMPS (SEE PAY ITEM FOOTNOTE)	10	EA	\$550.00	\$5,500.00	\$615.00	\$6,150.00	\$400.00	\$4,000.00	\$434.00	\$500.00
37	TEMPORARY BARRIER WALL (NON MOT), F&I	100	LF	\$140.00	\$14,000.00	\$146.00	\$14,600.00	\$35.00	\$3,500.00	\$77.60	\$50.00
38	TEMPORARY BARRIER WALL (NON MOT), RELOCATE	100	LF	\$30.00	\$3,000.00	\$75.00	\$7,500.00	\$9.00	\$900.00	\$27.00	\$50.00
TOTAL CONTINGENCY ITEMS					\$33,225.00		\$36,195.00		\$13,040.00		
TOTAL BID					\$647,089.00	*	\$721,871.70		\$790,070.00		

**A-1-A CARLIN PARK
BRIDGE REPLACEMENT
P.B.C. PROJECT NO. 2012514**

ZEP CONSTRUCTION, INC.

**ENGECON CONSTRUCTION,
INC.**

	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
	REGULAR ROADWAY PAY ITEMS						
1	MOBILIZATION	1	LS	\$95,000.00	\$95,000.00	\$86,500.00	\$86,500.00
2	MAINTENANCE OF TRAFFIC (INCL. PEDESTRIAN M.O.T.)	1	LS	\$25,000.00	\$25,000.00	\$18,000.00	\$18,000.00
3	FLOATING TURBIDITY BARRIER	238	LF	\$24.00	\$5,712.00	\$50.00	\$11,900.00
4	CLEARING AND GRUBBING	1	LS	\$2,100.00	\$2,100.00	\$25,000.00	\$25,000.00
5	EARTHWORK	1	LS	\$28,000.00	\$28,000.00	\$15,000.00	\$15,000.00
6	MILLING EXISTING ASPHALT PAVEMENT (1 1/4" AVG DEPTH)	182	SY	\$49.00	\$8,918.00	\$46.00	\$8,372.00
7	TYPE S-I ASPHALTIC CONCRETE (ROADWAY, 1 1/4" THICK)	13.75	TN	\$306.00	\$4,207.50	\$315.00	\$4,331.25
8	TYPE S-I ASPHALTIC CONCRETE (APPROACH SLAB/BRIDGE 1.75" THICK)	30	TN	\$306.00	\$9,180.00	\$315.00	\$9,450.00
9	MISCELLANEOUS ASPHALT PAVEMENT	4.4	TN	\$306.00	\$1,346.40	\$400.00	\$1,760.00
10	CONCRETE CURB, TYPE D	20.0	LF	\$25.00	\$500.00	\$35.00	\$700.00
11	GUARDRAIL THRIE BEAM	120	LF	\$207.00	\$24,840.00	\$148.00	\$17,760.00
12	SODDING	23	SY	\$22.00	\$506.00	\$10.00	\$230.00
	TOTAL REGULAR ROADWAY PAY ITEMS				\$205,309.90		\$199,003.25
	BRIDGE ITEMS						
13	REMOVAL OF EXISTING STRUCTURES	1	LS	\$67,600.00	\$67,600.00	\$95,000.00	\$95,000.00
14	CONCRETE APPROACH SLABS	1	LS	\$82,650.00	\$82,650.00	\$53,000.00	\$53,000.00
15	CLASS IV CONCRETE (SUPERSTRUCTURE)	13.1	CY	\$960.00	\$12,576.00	\$1,750.00	\$22,925.00
16	CLASS IV CONCRETE (SUBSTRUCTURE)	73.6	CY	\$780.00	\$57,408.00	\$1,500.00	\$110,400.00
17	CLASS IV CONCRETE (PIPE SADDLES)	1	LS	\$1,800.00	\$1,800.00	\$1,500.00	\$1,500.00
18	CLASS IV CONCRETE (SIDEWALKS ON APPROACH SLAB)	30.8	CY	\$650.00	\$20,020.00	\$750.00	\$23,100.00
19	REINFORCING STEEL (SUPERSTRUCTURE)	888.0	LB	\$1.40	\$1,243.20	\$1.00	\$888.00
20	REINFORCING STEEL (SUBSTRUCTURE)	7224	LB	\$1.10	\$7,946.40	\$1.00	\$7,224.00
21	REINFORCING STEEL (SIDEWALKS ON APPROACH SLAB)	2400	LB	\$1.10	\$2,640.00	\$1.00	\$2,400.00
22	PRESTRESSED SLAB UNITS (12" THICK)	166.7	LF	\$414.00	\$69,013.80	\$280.00	\$46,676.00
23	PRESTRESSED CONCRETE PILING (14" SQUARE)	144	LF	\$92.00	\$13,248.00	\$120.00	\$17,280.00
24	PRESTRESSED CONCRETE PILING (18" SQUARE)	416	LF	\$105.00	\$43,680.00	\$180.00	\$74,880.00
25	TEMPORARY STEEL PILING (HP10X57)	76	LF	\$132.00	\$10,032.00	\$120.00	\$9,120.00
26	FRP COMPOSITE SHEET PILES	3038	SF	\$30.54	\$92,780.52	\$35.00	\$106,330.00
27	TEMPORARY DAM	1	LS	\$55,000.00	\$55,000.00	\$10,000.00	\$10,000.00
28	PRESTRESSED CONCRETE TEST PILES (18" SQUARE)	134	LF	\$225.00	\$30,150.00	\$185.00	\$24,790.00

**A-1-A CARLIN PARK
BRIDGE REPLACEMENT
P.B.C. PROJECT NO. 2012514**

ZEP CONSTRUCTION, INC.

**ENGECON CONSTRUCTION,
INC.**

	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
29	BRIDGE DECK EXPANSION JOINT (F&I)(POURED JOINT	99.2	LF	\$128.00	\$12,697.60	\$75.00	\$7,440.00
30	ALLUMINUM BULLET RAILINGS (TRIPLE RAIL)	155.7	LF	\$61.00	\$9,497.70	\$45.00	\$7,006.50
31	CONCRETE PARAPET (PEDESTRIAN/BICYCLE)	155.7	LF	\$150.00	\$23,355.00	\$95.00	\$14,791.50
32	GUARDRAIL - BRIDGE	155.7	LF	\$143.00	\$22,265.10	\$105.00	\$16,348.50
33	DYNAMIC LOAD TEST SUPPORT	2	EA	\$1,500.00	\$3,000.00	\$3,000.00	\$6,000.00
	TOTAL BRIDGE ITEMS				\$638,603.32		\$657,099.50
	CONTINGENCY ITEMS						
34	CHANGEABLE (VARIABLE) MESSAGE SIGNS (2 EA) (NON-MOT)	7	DAYS	\$16.50	\$115.50	\$14.00	\$98.00
35	TRAFFIC CONTROL OFFICERS (NON-MOT)	100	HRS	\$64.00	\$6,400.00	\$45.00	\$4,500.00
36	PREFABRICATED SPEED BUMPS (SEE PAY ITEM FOOTNOTE)	10	EA	\$300.00	\$3,000.00	\$305.00	\$3,050.00
37	TEMPORARY BARRIER WALL (NON MOT), F&I	100	LF	\$32.00	\$3,200.00	\$35.00	\$3,500.00
38	TEMPORARY BARRIER WALL (NON MOT), RELOCATE	100	LF	\$11.00	\$1,100.00	\$10.00	\$1,000.00
	TOTAL CONTINGENCY ITEMS				\$13,815.50		\$12,148.00
	TOTAL BID				\$857,728.72		\$868,250.75

**A-1-A CARLIN PARK (BRIDGE)
P.B.C. PROJECT # 2012514**

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.
12" COMPACTED SUBGRADE SHALL BE INCIDENTAL TO THE COST OF BASEROCK CONSTRUCTION.
CURB PAD CONSTRUCTION SHALL BE INCIDENTAL TO THE RELATED ITEM, AS NOTED IN THE SUMMARY OF PAY ITEMS FOOTNOTES.
'SAW CUT & BUTT JOINT', AS REQUIRED, SHALL BE INCIDENTAL TO THE COST OF THE RELATED ASPHALT ITEM.
ALL STRUCTURE BOXES ARE 10 FEET OR LESS IN DEPTH, UNLESS OTHERWISE NOTED.
THE COST OF BREAKING INTO EXISTING STRUCTURES IS INCIDENTAL TO THE COST OF PIPE.
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) IN ACCORDANCE WITH THE GENERAL PROVISIONS (Section 102).
PREFABRICATED SPEED BUMPS- 2" MIN HEIGHT, 6' LONG, HIGH VISIBILITY REFLECTIVE YELLOW/BLACK.

* Indicates a discrepancy/error in the item.
 Working days to complete project: 150 calendar days (See Special Provisions)
 Bids as read at opening of Thursday, October 24, 2013; 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