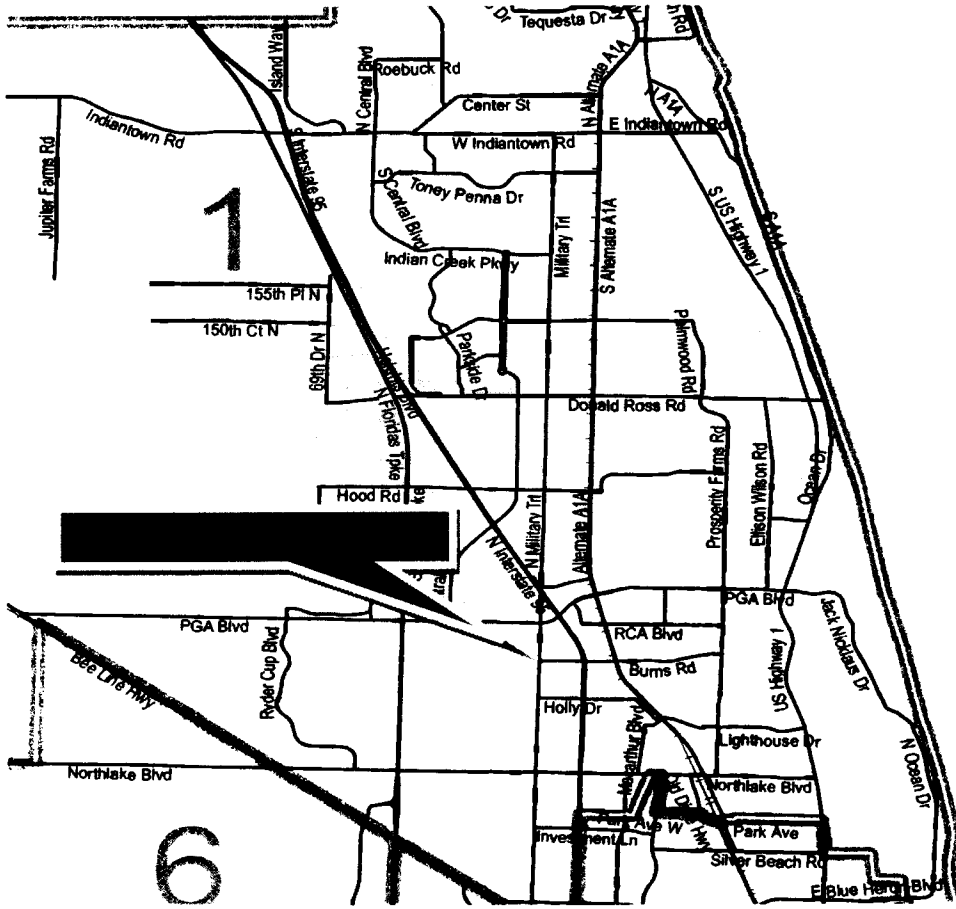
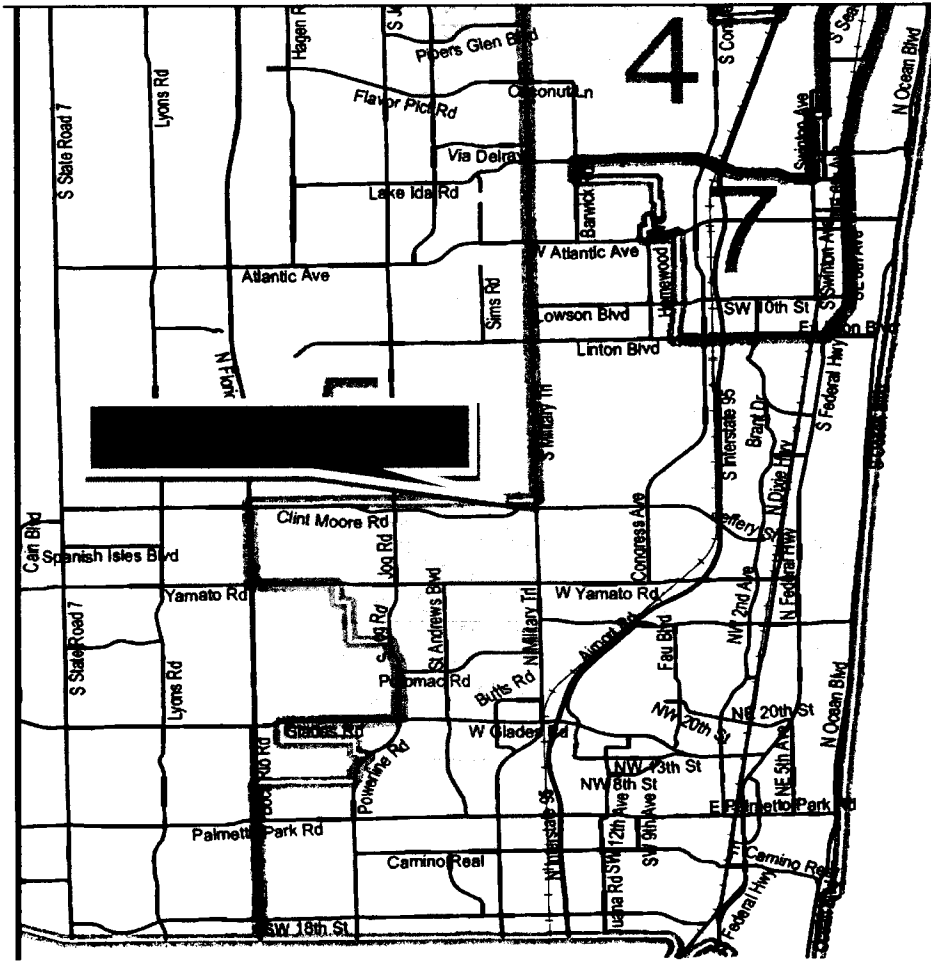


PROJECTS LOCATION



Atlantic Ocean

BURNS ROAD AND MILITARY TRAIL



Atlantic Ocean

CLINT MOORE ROAD AND MILITARY TRAIL

LOCATION MAP

**AGREEMENT BETWEEN PALM BEACH COUNTY, FLORIDA
AND
AT & T Florida
FOR JOINT PARTICIPATION AND PROJECT FUNDING
IN CONSTRUCTION OF
BURNS ROAD AND MILITARY TRAIL
PALM BEACH COUNTY PROJECT NO. 2007102**

THIS Agreement is made as of the 18th day of May, 2015, by and between Palm Beach County, a political subdivision of the State of Florida, (hereinafter "COUNTY") and AT&T Florida, a corporation existing under the laws of Florida, (hereinafter "AT&T").

WHEREAS, the COUNTY intends to improve the intersection of Burns Rd. and Military Trail (hereinafter the "Project"); and

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

WHEREAS, both COUNTY and AT&T declare that it is in the public interest that the Work be constructed with the aforementioned Project; and

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

Section 1. Recitals.

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

Section 2. Project and Work to be Completed by the COUNTY:

COUNTY shall provide construction and administrative services to the Project as more specifically described in the Bid Documents for Palm Beach County Project No. 2007102. Said Bid Documents include the Work as shown in AT&T's prepared Utility Matrix, Applicable Technical Specifications, Standard Construction Details, and/or Approved Product List. The Project, as set forth in this Agreement, shall be performed on Burns Rd. and Military Trail.

Section 3. Responsibilities and Duties:

A. AT&T shall reimburse COUNTY a total estimated cost of **Six Thousand One Hundred Ninety Five Dollars (\$6,195.00)**, 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 AT&T Utility Items shall be paid by the AT&T.

B. Costs shall be based upon actual contract costs using contract unit prices and actual constructed quantities, said quantities being measured by the COUNTY with concurrence by the AT&T.

C. COUNTY shall obtain written approval from the AT&T in advance of any change orders, which increase the cost attributable to the Work to an amount greater than the contract amount as stated in Paragraph A of this Section. Approval shall not be unreasonably withheld. The AT&T's responsibility for change order costs includes any costs associated with the AT&T's failure to approve change orders in a timely manner.

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

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

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

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

Section 4. Payments/Invoicing and Reimbursement:

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

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

Section 5. Repayment

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

Section 6. Access and Audits:

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

Section 7. Independent Contractor:

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

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

Section 8. Personnel:

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

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

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

Section 9. Indemnification:

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

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

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

Section 10. Annual Appropriation:

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

Section 11. Breach and Opportunity to Cure:

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

Section 12. Enforcement Costs:

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

Section 13. Notice:

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

All notice to the AT&T shall be sent to:

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

All notice to the COUNTY shall be sent to:

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

Section 14. Modification and Amendment:

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

Section 15. Remedies:

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

Section 16. No Waiver:

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

Section 17. Joint Preparation:

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

Section 18. Equal Opportunity:

COUNTY and AT&T agree that no person shall, on the grounds of age, race, color, sex, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, 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 AT&T shall abide by all applicable federal, state and local laws, orders, rules and regulations when performing under this Agreement. COUNTY and AT&T further agrees to include this provision in all subcontracts issued as a result of this Agreement.

Section 23. Office of the Inspector General:

Palm Beach County has established the Office of the Inspector General, 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 with the Inspector General including receiving access to records relating to Bid or any resulting contract.

Section 24. Public Entity Crime Certification:

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

Section 25. Severability:

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

Section 26. Entirety of Agreement:

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

Section 27. Survival:

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

Section 28. Term:

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

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

AT&T Florida

PALM BEACH COUNTY, FLORIDA

BY: DARREN DAVES, AREA MANAGER
(Print Name)

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

[Signature]
(Signature)

[Signature] 5/14/15
(Signature)

ATTEST WITNESS:

APPROVED AS TO TERMS
AND CONDITIONS:

BY: Inna McCray
(Print Name)

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

[Signature]
(Signature)

[Signature]
(Signature)

BY: Sandra Emer
(Print Name)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

[Signature]
(Signature)

BY: [Signature]
Assistant County Attorney

AT&T Florida

EXHIBIT "B"

PROJECT NAME: Burns Rd. and military Trail

PROJECT NUMBER: 2007102

CONTRACTOR: Rosso Site Development, Inc.

<u>ITEM</u>	<u>QUANTITY /UNITS</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
AT&T CONTINGENCY ITEMS			
45	Adjust Manholes (Utility) 2 EA	\$525.00	\$1,050.00
51	Relocate AT&T Telecommunications Cable (Multiple In Same Trench) 200 LF	\$21.00	\$4,200.00
52	Support & Protect Telecommunications Cable 100 LF	\$9.45	\$945.00
AT&T CONTINGENCY ITEMS TOTAL			<u>\$6,195.00</u>

**BURNS ROAD AND MILITARY TRAIL
INTERSECTION IMPROVEMENTS
PALM BEACH COUNTY PROJECT #2007102**

				ROSSO SITE DEVELOPMENT, INC.		RANGER CONSTRUCTION, INC.		JW CHEATHAM, LLC		COMMUNITY ASPHALT CORP.		AVERAGE OF BID ITEMS	ENGINEERS ESTIMATE
ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	UNIT PRICE
REGULAR ROADWAY PAY ITEMS													
1	Mobilization	1	LS	\$205,297.42	\$205,297.42	\$197,000.00	\$197,000.00	\$139,320.00	\$139,320.00	\$94,880.00	\$94,880.00	\$159,124.36	\$50,000.00
2	Maintenance Of Traffic (Includes Pedestrian M.O.T.)	1	LS	\$13,570.20	\$13,570.20	\$102,000.00	\$102,000.00	\$76,900.00	\$76,900.00	\$237,960.00	\$237,960.00	\$107,607.55	\$50,000.00
3	Clearing & Grubbing	1	LS	\$31,249.89	\$31,249.89	\$45,000.00	\$45,000.00	\$177,000.00	\$177,000.00	\$117,560.00	\$117,560.00	\$92,702.47	\$50,000.00
4	Regular Excavation	2763	CY	\$4.62	\$12,765.06	\$15.00	\$41,445.00	\$24.00	\$66,312.00	\$1.20	\$3,315.60	\$11.21	\$3.68
5	Embankment (Compacted in Place)	611	CY	\$4.62	\$2,822.82	\$14.50	\$8,859.50	\$24.00	\$14,664.00	\$3.20	\$1,955.20	\$11.58	\$7.11
6	Limerock (13.5") (Triple Course)	2486	SY	\$23.50	\$58,421.00	\$20.00	\$49,720.00	\$29.50	\$73,337.00	\$27.10	\$67,370.60	\$25.03	\$45.61
7	Type FC-12.5 Friction Course (1.5")(Traffic Level C)	2090	TN	\$144.88	\$302,799.20	\$124.00	\$259,160.00	\$103.00	\$215,270.00	\$119.00	\$248,710.00	\$122.72	\$112.53
8	Miscellaneous Asphalt Pavement	6	TN	\$119.30	\$715.80	\$335.00	\$2,010.00	\$300.00	\$1,800.00	\$247.00	\$1,482.00	\$250.33	\$143.14
9	Milling Existing Asphalt Pavement (1.5")	17954	SY	\$1.84	\$33,035.36	\$1.60	\$28,726.40	\$3.00	\$53,862.00	\$3.40	\$61,043.60	\$2.46	\$1.76
10	Type SP 12.5 Superpave (Avg 3") (Overbuild) (Traffic Level C)	305	TN	\$131.90	\$40,229.50	\$113.00	\$34,465.00	\$142.00	\$43,310.00	\$128.00	\$39,040.00	\$128.73	\$83.78
11	Type SP 12.5 Superpave Asphaltic Concrete (2.5") (Traffic Level C)	380	TN	\$119.30	\$45,334.00	\$102.00	\$38,760.00	\$108.00	\$41,040.00	\$124.00	\$47,120.00	\$113.33	\$10.00
12	Inlets (Curb) (Type P-1) (<10')	1	EA	\$7,875.00	\$7,875.00	\$7,980.00	\$7,980.00	\$8,100.00	\$8,100.00	\$7,900.00	\$7,900.00	\$7,963.75	\$3,911.37
13	Inlets (Curb) (Type P-2) (<10')	1	EA	\$8,925.00	\$8,925.00	\$9,040.00	\$9,040.00	\$9,180.00	\$9,180.00	\$8,950.00	\$8,950.00	\$9,023.75	\$4,386.60
14	Inlets (Curb) (Type J-2) (<10')(Partial)	1	EA	\$6,825.00	\$6,825.00	\$6,910.00	\$6,910.00	\$7,020.00	\$7,020.00	\$6,840.00	\$6,840.00	\$6,898.75	\$5,245.00
15	Inlets (Curb) (Type P-5) (<10')	2	EA	\$5,565.00	\$11,130.00	\$5,640.00	\$11,280.00	\$5,724.00	\$11,448.00	\$5,580.00	\$11,160.00	\$5,627.25	\$3,243.08
16	Inlets (Curb) (Type P-6) (<10')	2	EA	\$6,090.00	\$12,180.00	\$6,170.00	\$12,340.00	\$6,264.00	\$12,528.00	\$6,110.00	\$12,220.00	\$6,158.50	\$3,577.91
17	Inlets (Curb) (Type J-5) (<10')	1	EA	\$8,400.00	\$8,400.00	\$8,510.00	\$8,510.00	\$8,640.00	\$8,640.00	\$8,420.00	\$8,420.00	\$8,492.50	
18	Inlets (Curb) (Type J-6) (<10')	1	EA	\$7,350.00	\$7,350.00	\$7,450.00	\$7,450.00	\$7,560.00	\$7,560.00	\$7,370.00	\$7,370.00	\$7,432.50	
19	Manholes (Type P-7) (<10')	5	EA	\$4,725.00	\$23,625.00	\$4,790.00	\$23,950.00	\$4,860.00	\$24,300.00	\$4,740.00	\$23,700.00	\$4,778.75	\$2,546.51
20	Manholes (Type P-7) (Partial)	1	EA	\$2,625.00	\$2,625.00	\$2,660.00	\$2,660.00	\$2,700.00	\$2,700.00	\$2,630.00	\$2,630.00	\$2,653.75	
21	Manholes (Type J-7) (Partial)	2	EA	\$2,940.00	\$5,880.00	\$2,980.00	\$5,960.00	\$3,024.00	\$6,048.00	\$2,950.00	\$5,900.00	\$2,973.50	\$2,217.83
22	Adjust Manholes	3	EA	\$315.00	\$945.00	\$320.00	\$960.00	\$324.00	\$972.00	\$316.00	\$948.00	\$318.75	\$549.81
23	Adjust Pull Box	1	EA	\$56.55	\$56.55	\$600.00	\$600.00	\$500.00	\$500.00	\$547.00	\$547.00	\$425.89	\$356.18
24	Concrete Pipe Culvert (18")	299	LF	\$78.75	\$23,546.25	\$80.00	\$23,920.00	\$81.00	\$24,219.00	\$79.00	\$23,621.00	\$79.69	\$42.25
25	Storm Sewer Pumping (Exist) (24" or less) (See SP's)	50	LF	\$1.10	\$55.00	\$2.10	\$105.00	\$20.00	\$1,000.00	\$15.80	\$790.00	\$9.75	\$3.74
26	Storm Sewer Pumping (Exist) (> 48") (See SP's)	50	LF	\$2.15	\$107.50	\$5.30	\$265.00	\$20.00	\$1,000.00	\$21.10	\$1,055.00	\$12.14	\$5.13
27	French Drains (18" Dia) (Incl. Ballast Rock & Filter Fabric)	357	LF	\$115.50	\$41,233.50	\$117.00	\$41,769.00	\$119.00	\$42,483.00	\$116.00	\$41,412.00	\$116.88	\$93.42
28	Concrete Curb & Gutter (Type F)	4888	LF	\$20.17	\$98,590.96	\$25.85	\$126,354.80	\$15.00	\$73,320.00	\$22.10	\$108,024.80	\$20.78	\$13.00
29	Engraving of Curb Face (See SP's)	4	EA	\$262.50	\$1,050.00	\$266.00	\$1,064.00	\$250.00	\$1,000.00	\$263.00	\$1,052.00	\$260.38	\$220.00
30	Traffic Separator Conc. (Type IV) (4' Wide)	129	LF	\$60.37	\$7,787.73	\$25.50	\$3,289.50	\$33.50	\$4,321.50	\$33.10	\$4,269.90	\$38.12	\$28.23
31	Color Treated and Stamped Conc. (5" Thick) (See SP's)	416	SY	\$68.21	\$28,375.36	\$65.00	\$27,040.00	\$71.00	\$29,536.00	\$62.80	\$26,124.80	\$66.75	\$66.15
32	Concrete Sidewalk (4" Thick)	1413	SY	\$30.38	\$42,926.94	\$35.00	\$49,455.00	\$38.00	\$53,694.00	\$34.20	\$48,324.60	\$34.40	\$30.49
33	Concrete Sidewalk (6" Thick) (Driveways)	99	SY	\$75.37	\$7,461.63	\$39.00	\$3,861.00	\$45.00	\$4,455.00	\$33.20	\$3,286.80	\$48.14	\$37.11
34	Guardrail (Roadway)	162.5	LF	\$20.62	\$3,350.75	\$24.30	\$3,948.75	\$21.60	\$3,510.00	\$20.70	\$3,363.75	\$21.81	\$17.57
35	Guardrail, End Anchorage Assembly (Type II)	2	EA	\$877.78	\$1,755.56	\$890.00	\$1,780.00	\$920.00	\$1,840.00	\$880.00	\$1,760.00	\$891.95	\$578.89
36	Guardrail, End Anchorage Assembly (Type MELT)	2	EA	\$2,658.77	\$5,317.54	\$2,700.00	\$5,400.00	\$2,785.00	\$5,570.00	\$2,670.00	\$5,340.00	\$2,703.44	
37	Sodding	2172	SY	\$6.01	\$13,053.72	\$6.40	\$13,900.80	\$3.20	\$6,950.40	\$5.30	\$11,511.60	\$5.23	\$1.78
38	Irrigation Sleeves (6") (SCHD. 80) (See SP's)	746	LF	\$13.65	\$10,182.90	\$14.00	\$10,444.00	\$14.00	\$10,444.00	\$13.70	\$10,220.20	\$13.84	
39	Changeable (Variable Message) Sign (Non MOT)	90	ED	\$63.00	\$5,670.00	\$17.00	\$1,530.00	\$16.00	\$1,440.00	\$9.50	\$855.00	\$26.38	\$26.00
40	Traffic Control Officer (Non MOT)	50	HR	\$63.00	\$3,150.00	\$54.00	\$2,700.00	\$35.00	\$1,750.00	\$50.50	\$2,525.00	\$50.63	\$37.32
41	Relocate Existing Bus Shelter	1	LS	\$31,500.00	\$31,500.00	\$25,800.00	\$25,800.00	\$35,000.00	\$35,000.00	\$57,730.00	\$57,730.00	\$37,507.50	\$20,000.00
TOTAL REGULAR ROADWAY PAY ITEMS					\$1,167,172.14		\$1,247,412.75		\$1,303,343.90		\$1,368,288.45		

**BURNS ROAD AND MILITARY TRAIL
INTERSECTION IMPROVEMENTS
PALM BEACH COUNTY PROJECT #2007102**

				ROSSO SITE DEVELOPMENT, INC.		RANGER CONSTRUCTION, INC.		JW CHEATHAM, LLC		COMMUNITY ASPHALT CORP.		AVERAGE OF BID ITEMS	ENGINEERS ESTIMATE
ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	UNIT PRICE
CONTINGENCY PAY ITEMS													
42	Inlets (Curb) (Type J-1) (<10')	1	EA	\$8,190.00	\$8,190.00	\$8,300.00	\$8,300.00	\$8,400.00	\$8,400.00	\$7,800.00	\$7,800.00	\$8,172.50	
43	Inlets (Curb) (Type J-6) (Partial)	1	EA	\$4,200.00	\$4,200.00	\$4,300.00	\$4,300.00	\$4,300.00	\$4,300.00	\$4,000.00	\$4,000.00	\$4,200.00	
44	Manholes (Type J-7) (<10')	1	EA	\$6,720.00	\$6,720.00	\$6,800.00	\$6,800.00	\$6,900.00	\$6,900.00	\$6,400.00	\$6,400.00	\$6,705.00	
45	Adjust Manholes (Utility)	2	EA	\$525.00	\$1,050.00	\$530.00	\$1,060.00	\$540.00	\$1,080.00	\$500.00	\$1,000.00	\$523.75	
46	Class I Concrete (Misc.)	10	CY	\$210.00	\$2,100.00	\$700.00	\$7,000.00	\$300.00	\$3,000.00	\$425.00	\$4,250.00	\$408.75	
47	Storm Sewer Cleaning (Existing)(24" or Less) (See SP's)	250	LF	\$5.09	\$1,272.50	\$4.30	\$1,075.00	\$5.00	\$1,250.00	\$12.00	\$3,000.00	\$6.60	
48	Storm Sewer Cleaning (Existing)(>24" to 48") (See SP's)	150	LF	\$6.04	\$906.00	\$7.50	\$1,125.00	\$8.00	\$1,200.00	\$15.00	\$2,250.00	\$9.14	
49	Flowable Fill	10	CY	\$189.00	\$1,890.00	\$215.00	\$2,150.00	\$150.00	\$1,500.00	\$465.00	\$4,650.00	\$254.75	
50	Tree Spade Units (See SP's)	7	EA	\$400.00	\$2,800.00	\$650.00	\$4,550.00	\$2,500.00	\$17,500.00	\$1,250.00	\$8,750.00	\$1,200.00	
51	Relocate AT&T Telecommunications Cable (Multiple In Same Trench)	200	LF	\$21.00	\$4,200.00	\$21.30	\$4,260.00	\$30.00	\$6,000.00	\$20.00	\$4,000.00	\$23.08	
52	Support & Protect Telecommunications Cable	100	LF	\$9.45	\$945.00	\$9.60	\$960.00	\$20.00	\$2,000.00	\$9.00	\$900.00	\$12.01	
53	Adjust Valves	4	EA	\$262.50	\$1,050.00	\$266.00	\$1,064.00	\$300.00	\$1,200.00	\$250.00	\$1,000.00	\$269.63	
54	Adjust Water Meter & Box	1	EA	\$787.50	\$787.50	\$798.00	\$798.00	\$1,000.00	\$1,000.00	\$750.00	\$750.00	\$833.88	
TOTAL CONTINGENCY PAY ITEMS					\$36,111.00		\$43,442.00		\$55,330.00		\$48,750.00		
PAVEMENT MARKING PAY ITEMS													
55	Single Post Sign (F&I) (Less Than 12 Sf)	9	AS	\$278.25	\$2,504.25	\$282.00	\$2,538.00	\$300.00	\$2,700.00	\$279.00	\$2,511.00	\$284.81	\$290.35
56	Single Post Sign, Relocate	7	AS	\$105.00	\$735.00	\$106.00	\$742.00	\$110.00	\$770.00	\$105.00	\$735.00	\$106.50	\$147.13
57	Single Post Sign, Remove	5	AS	\$10.50	\$52.50	\$10.60	\$53.00	\$20.00	\$100.00	\$10.50	\$52.50	\$12.90	\$31.41
58	Multi-Post Sign (F&I) (50 Or Less)	2	AS	\$3,255.00	\$6,510.00	\$3,300.00	\$6,600.00	\$3,400.00	\$6,800.00	\$3,260.00	\$6,520.00	\$3,303.75	\$3,502.68
59	Sign Panel (F&I) (15 Or Less)	1	EA	\$105.00	\$105.00	\$106.00	\$106.00	\$110.00	\$110.00	\$105.00	\$105.00	\$106.50	\$262.16
60	Delineator (Flexible Tubular)	3	EA	\$47.25	\$141.75	\$50.00	\$150.00	\$50.00	\$150.00	\$47.40	\$142.20	\$48.66	\$69.09
61	Retro-Reflective Pavement Markers	334	EA	\$4.73	\$1,579.82	\$5.00	\$1,670.00	\$5.00	\$1,670.00	\$4.70	\$1,569.80	\$4.86	\$4.29
62	Thermoplastic, Standard, White, Solid, 6"	1.12	NM	\$4,158.00	\$4,656.96	\$4,200.00	\$4,704.00	\$4,356.00	\$4,878.72	\$4,170.00	\$4,670.40	\$4,221.00	\$3,196.54
63	Thermoplastic, Standard, White, Solid, 8"	533	LF	\$1.00	\$533.00	\$1.00	\$533.00	\$1.05	\$559.65	\$1.00	\$533.00	\$1.01	\$1.94
64	Thermoplastic, Standard, White, Solid, 12"	352	LF	\$2.10	\$739.20	\$2.10	\$739.20	\$2.20	\$774.40	\$2.10	\$739.20	\$2.13	\$1.94
65	Thermoplastic, Standard, White, Solid, 24"	175	LF	\$4.20	\$735.00	\$4.30	\$752.50	\$4.40	\$770.00	\$4.20	\$735.00	\$4.28	\$3.82
66	Thermoplastic, Standard, White, Skip, 6" (2' - 4')	0.019	NM	\$3,045.00	\$57.86	\$3,100.00	\$58.90	\$3,200.00	\$60.80	\$3,050.00	\$57.95	\$3,098.75	\$1,016.32
67	Thermoplastic, Standard, White, Skip, 6" (6' - 10')	0.006	NM	\$3,045.00	\$18.27	\$3,100.00	\$18.60	\$3,200.00	\$19.20	\$3,050.00	\$18.30	\$3,098.75	\$1,016.32
68	Thermoplastic, Standard, White, Skip, 6" (10' - 30')	0.34	NM	\$3,045.00	\$1,035.30	\$3,100.00	\$1,054.00	\$3,200.00	\$1,088.00	\$3,050.00	\$1,037.00	\$3,098.75	\$1,016.32
69	Thermoplastic, Standard, White, Message	2	EA	\$115.50	\$231.00	\$117.00	\$234.00	\$120.00	\$240.00	\$116.00	\$232.00	\$117.13	\$133.68
70	Thermoplastic, Standard, White, Arrow	29	EA	\$94.50	\$2,740.50	\$96.00	\$2,784.00	\$100.00	\$2,900.00	\$94.70	\$2,746.30	\$96.30	\$57.45
71	Thermoplastic, Standard, Yellow, Solid, 6"	0.8	NM	\$4,158.00	\$3,326.40	\$4,200.00	\$3,360.00	\$4,356.00	\$3,484.80	\$4,170.00	\$3,336.00	\$4,221.00	\$3,167.56
72	Thermoplastic, Standard, Yellow, Solid, 18"	24	LF	\$2.63	\$63.12	\$2.70	\$64.80	\$3.00	\$72.00	\$2.60	\$62.40	\$2.73	\$1,193.33
73	Pavement Marking, Standard, Yellow, Island Nose	10	SF	\$3.15	\$31.50	\$3.20	\$32.00	\$4.00	\$40.00	\$3.20	\$32.00	\$3.39	\$1.97
TOTAL PAVEMENT MARKING PAY ITEMS					\$25,796.43		\$26,194.00		\$27,187.57		\$25,835.05		

**BURNS ROAD AND MILITARY TRAIL
INTERSECTION IMPROVEMENTS
PALM BEACH COUNTY PROJECT #2007102**

				ROSSO SITE DEVELOPMENT, INC.		RANGER CONSTRUCTION, INC.		JW CHEATHAM, LLC		COMMUNITY ASPHALT CORP.		AVERAGE OF BID ITEMS	ENGINEERS ESTIMATE
ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	UNIT PRICE
SIGNALIZATION PAY ITEMS													
74	Conduit - Signals (F&I) (Underground)	170	LF	\$10.24	\$1,740.80	\$7.80	\$1,326.00	\$8.00	\$1,360.00	\$7.70	\$1,309.00	\$8.44	\$3.99
75	2-2" Conduits - Signals (F & I) (Underpavement) (Directional Bore)	125	LF	\$17.85	\$2,231.25	\$15.40	\$1,925.00	\$16.00	\$2,000.00	\$15.30	\$1,912.50	\$16.14	\$12.01
76	3-2" Conduits -Signals (F & I) (Underpavement) (Directional Bore)	125	LF	\$23.10	\$2,887.50	\$19.40	\$2,425.00	\$20.00	\$2,500.00	\$19.20	\$2,400.00	\$20.43	\$15.00
77	Cable (Signal) (F & I)	1	PI	\$2,920.05	\$2,920.05	\$3,490.00	\$3,490.00	\$3,500.00	\$3,500.00	\$3,450.00	\$3,450.00	\$3,340.01	\$3,063.90
78	Cable - Pedestrian Signal (7-Conductor) (F & I)	1	PI	\$847.35	\$847.35	\$1,760.00	\$1,760.00	\$1,800.00	\$1,800.00	\$1,740.00	\$1,740.00	\$1,536.84	\$3,063.90
79	Cable - Pedestrian Signal (4-Conductor) (F & I)	1	PI	\$741.30	\$741.30	\$1,320.00	\$1,320.00	\$1,300.00	\$1,300.00	\$1,310.00	\$1,310.00	\$1,167.83	\$3,063.90
80	Pull & Junction Boxes (F & I) (Pull Box)	6	EA	\$527.10	\$3,162.60	\$638.00	\$3,828.00	\$700.00	\$4,200.00	\$632.00	\$3,792.00	\$624.28	\$336.74
81	Signals Pull Box (Relocate)	3	EA	\$360.15	\$1,080.45	\$553.00	\$1,659.00	\$560.00	\$1,680.00	\$547.00	\$1,641.00	\$505.04	\$300.00
82	Aluminum Signal Poles (F&I) (Pedestal)	2	EA	\$1,029.00	\$2,058.00	\$798.00	\$1,596.00	\$800.00	\$1,600.00	\$790.00	\$1,580.00	\$854.25	
83	Mast Arm Assembly (F&I) (150)(Single Arm w/ Lum) (70.5)	1	EA	\$40,766.25	\$40,766.25	\$42,600.00	\$42,600.00	\$43,000.00	\$43,000.00	\$42,140.00	\$42,140.00	\$42,126.56	\$28,353.38
84	Traffic Signal (F&I)(3-Sect., 1-Way) (Std)	6	AS	\$971.25	\$5,827.50	\$957.00	\$5,742.00	\$1,000.00	\$6,000.00	\$947.00	\$5,682.00	\$968.81	\$788.98
85	Traffic Signal (Relocate)	3	AS	\$480.90	\$1,442.70	\$489.00	\$1,467.00	\$500.00	\$1,500.00	\$484.00	\$1,452.00	\$488.48	\$140.89
86	Signal, Pedestrian (F & I) (Led-Countdown, 1 Way)	2	AS	\$619.50	\$1,239.00	\$670.00	\$1,340.00	\$700.00	\$1,400.00	\$663.00	\$1,326.00	\$663.13	\$641.24
87	Signal, Pedestrian (F & I) (Led-Countdown, 2 Way)	1	AS	\$1,268.40	\$1,268.40	\$1,340.00	\$1,340.00	\$1,360.00	\$1,360.00	\$1,330.00	\$1,330.00	\$1,324.60	\$1,197.35
88	Vehicle Detector Assemblies (F & I) (Optical)	4	AS	\$7,735.35	\$30,941.40	\$6,810.00	\$27,240.00	\$6,900.00	\$27,600.00	\$6,740.00	\$26,960.00	\$7,046.34	\$4,651.15
89	Pedestrian Detector (F & I) (Pole Mounted)	3	EA	\$177.45	\$532.35	\$128.00	\$384.00	\$130.00	\$390.00	\$126.00	\$378.00	\$140.36	\$165.08
90	Traffic Controller Assembly (Modify) (NEMA)	1	AS	\$731.85	\$731.85	\$457.00	\$457.00	\$465.00	\$465.00	\$453.00	\$453.00	\$526.71	\$493.47
91	Traffic Signal Head Assembly, Removal	5	EA	\$66.68	\$333.40	\$26.60	\$133.00	\$27.00	\$135.00	\$26.30	\$131.50	\$36.65	\$40.25
92	Signal Pedestrian Assembly, Removal	3	EA	\$33.08	\$99.24	\$26.60	\$79.80	\$27.00	\$81.00	\$26.30	\$78.90	\$28.25	\$36.35
93	Signal Pedestal-Removal	1	EA	\$132.30	\$132.30	\$26.60	\$26.60	\$27.00	\$27.00	\$26.30	\$26.30	\$53.05	\$110.67
94	Pole Removal-Deep (Bolt on Attachment)	1	EA	\$4,783.80	\$4,783.80	\$5,880.00	\$5,880.00	\$6,000.00	\$6,000.00	\$5,820.00	\$5,820.00	\$5,620.95	\$501.35
95	Detector Vehicle Assembly, Remove	13	EA	\$6.30	\$81.90	\$11.20	\$145.60	\$12.00	\$156.00	\$11.10	\$144.30	\$10.15	\$30.39
96	Detector Pedestrian Assembly, Remove	3	EA	\$10.24	\$30.72	\$14.40	\$43.20	\$15.00	\$45.00	\$11.10	\$33.30	\$12.69	\$31.28
97	Conduit & Cabling, Remove	1	PI	\$351.75	\$351.75	\$681.00	\$681.00	\$700.00	\$700.00	\$674.00	\$674.00	\$601.69	\$328.49
98	Signal Equipment, Miscellaneous Remove	1	PI	\$351.75	\$351.75	\$457.00	\$457.00	\$465.00	\$465.00	\$453.00	\$453.00	\$431.69	\$440.36
99	Internally Illuminated Sign (Relocate)	2	EA	\$633.15	\$1,266.30	\$894.00	\$1,788.00	\$900.00	\$1,800.00	\$884.00	\$1,768.00	\$827.79	\$2,450.00
100	Sign Panel (F&I) (15 SF Or Less)	3	EA	\$372.75	\$1,118.25	\$521.00	\$1,563.00	\$530.00	\$1,590.00	\$516.00	\$1,548.00	\$484.94	\$402.77
101	Sign Panel (Remove)	6	EA	\$33.08	\$198.48	\$26.60	\$159.60	\$27.00	\$162.00	\$26.30	\$157.80	\$28.25	\$106.93
TOTAL SIGNALIZATION PAY ITEMS					\$109,166.64		\$110,855.80		\$112,816.00		\$109,690.60		
TOTAL BID AMOUNT					\$1,338,246.21		\$1,427,904.55		\$1,498,677.47		\$1,552,564.10		

**BURNS ROAD AND MILITARY TRAIL
INTERSECTION IMPROVEMENTS
PALM BEACH COUNTY PROJECT #2007102**

THE ITEMS AND QUANTITIES SHOWN, SHALL GOVERN OVER THE PLANS.
PAY ITEM FOOTNOTES IN CONSTRUCTION PLANS SHALL ALSO BE INCLUDED IN ITEM UNIT PRICE.

PAY ITEM FOOTNOTES:
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 - IS INCIDENTAL TO THE PAY ITEM FOR BASEROCK AND/OR ASPHALT, AS REQUIRED.
BASEROCK & ASPHALTIC CONCRETE ITEMS INCLUDE BITUMINOUS MATERIAL & TACK COAT AS REQUIRED.
CURB PAD CONSTRUCTION SHALL BE INCIDENTAL TO THE COST OF "CURB & GUTTER".
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.
CONTRACTOR IS RESPONSIBLE FOR "TRENCH SAFETY COMPLIANCE" IN ACCORDANCE WITH THE SPECIAL PROVISIONS (Sect. 125-1.1).
GUARDRAIL REMOVAL AND DISPOSAL (AS REQUIRED) IS INCLUDED IN THE WORK FOR "CLEARING & GRUBBING", LS.
SAW CUT & BUTT JOINT, AS REQUIRED. THE COST SHALL BE INCIDENTAL TO THE RELATED ASPHALT ITEM.
SODDING SHALL BE IN ACCORDANCE WITH THE GENERAL PROVISIONS OF THESE SPECIFICATIONS.
CHANGEABLE (VARIABLE) MESSAGE SIGN (NON-MOT) AND TRAFFIC CONTROL OFFICERS (NON-MOT) IN ACCORDANCE WITH THE GENERAL PROVISIONS (Section 102).
PREMIUM FOR CONFLICT CONDITION INCLUDES COSTS OF REQUIRED STEEL CASING, AS DIRECTED BY THE ENGINEER.

Working days to complete project: 180 calendar days
Bids as read at opening on Thursday, December 18, 2014 at 2:00 PM
Prepared by: Toni Sharp, Technical Assistant I
Checked by: Holly B. Knight, P.E., Contracts Section Manager

**AGREEMENT BETWEEN PALM BEACH COUNTY, FLORIDA
AND
AT & T Florida
FOR JOINT PARTICIPATION AND PROJECT FUNDING
IN CONSTRUCTION OF
CLINT MOORE ROAD AND MILITARY TRAIL
PALM BEACH COUNTY PROJECT NO. 2012513**

THIS Agreement is made as of the 20 day of May, 2015, by and between Palm Beach County, a political subdivision of the State of Florida, (hereinafter "COUNTY") and AT&T Florida, a corporation existing under the laws of Florida, (hereinafter "AT&T").

WHEREAS, the COUNTY intends to improve the intersection of Clint Moore Rd. and Military Trail (hereinafter the "Project"); and

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

WHEREAS, both COUNTY and AT&T declare that it is in the public interest that the Work be constructed with the aforementioned Project; and

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

Section 1. Recitals.

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

Section 2. Project and Work to be Completed by the COUNTY:

COUNTY shall provide construction and administrative services to the Project as more specifically described in the Bid Documents for Palm Beach County Project No. 2012513. Said Bid Documents include the Work as shown in AT&T's prepared Utility Matrix, Applicable Technical Specifications, Standard Construction Details, and/or Approved Product List. The Project, as set forth in this Agreement, shall be performed on Clint Moore Rd. and Military Trail.

Section 3. Responsibilities and Duties:

A. AT&T shall reimburse COUNTY a total estimated cost of **Two Thousand Three Hundred Dollars (\$2,300.00)**, 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 AT&T Utility Items shall be paid by the AT&T.

B. Costs shall be based upon actual contract costs using contract unit prices and actual constructed quantities, said quantities being measured by the COUNTY with concurrence by the AT&T.

C. COUNTY shall obtain written approval from the AT&T in advance of any change orders, which increase the cost attributable to the Work to an amount greater than the contract amount as stated in Paragraph A of this Section. Approval shall not be unreasonably withheld. The AT&T's responsibility for change order costs includes any costs associated with the AT&T's failure to approve change orders in a timely manner.

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

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

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

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

Section 4. Payments/Invoicing and Reimbursement:

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

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

Section 5. Repayment

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

Section 6. Access and Audits:

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

Section 7. Independent Contractor:

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

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

Section 8. Personnel:

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

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

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

Section 9. Indemnification:

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

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

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

Section 10. Annual Appropriation:

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

Section 11. Breach and Opportunity to Cure:

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

Section 12. Enforcement Costs:

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

Section 13. Notice:

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

All notice to the AT&T shall be sent to:

Otis Keeve, Utility coordinator
AT & T Florida Telecommunications Company
8601 West Sunrise Blvd.
Plantation, FL 33322

All notice to the COUNTY shall be sent to:

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

Section 14. Modification and Amendment:

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

Section 15. Remedies:

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

Section 16. No Waiver:

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

Section 17. Joint Preparation:

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

Section 18. Equal Opportunity:

COUNTY and AT&T agree that no person shall, on the grounds of age, race, color, sex, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, 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 AT&T shall abide by all applicable federal, state and local laws, orders, rules and regulations when performing under this Agreement. COUNTY and AT&T further agrees to include this provision in all subcontracts issued as a result of this Agreement.

Section 23. Office of the Inspector General:

Palm Beach County has established the Office of the Inspector General, 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

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

Section 24. Public Entity Crime Certification:

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

Section 25. Severability:

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

Section 26. Entirety of Agreement:

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

Section 27. Survival:

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

Section 28. Term:

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

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

AT&T Florida

PALM BEACH COUNTY, FLORIDA

BY: Brenda Hobby
(Print Name)

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

Brenda Hobby
(Signature)

Tanya N. McConnell 5/20/15
(Signature)

ATTEST WITNESS:

APPROVED AS TO TERMS
AND CONDITIONS:

BY: Otis Keever
(Print Name)

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

Otis Keever
(Signature)

Omelio A. Fernandez
(Signature)

BY: _____
(Print Name)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

(Signature)

BY: Mark R. Little
Assistant County Attorney

AT&T Florida

PROJECT NAME: Clint Moore Rd. and Military Trail

PROJECT NUMBER: 2012513

CONTRACTOR: Foster Marine Contractors, Inc.

<u>ITEM</u>	<u>QUANTITY /UNITS</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>	
AT&T CONTINGENCY ITEMS				
21	SUPPORT & PROTECT EXISTING AT&T UTILITIES	500 LF	\$3.00	\$1,500.00
22	ADJUST EXISTING AT&T UTILITIES	50 LF	\$10.00	\$500.00
23	SUPPORT EXISTING AT&T CABINETS	3 EA	\$100.00	\$300.00
TOTAL AT&T CONTINGENCY ITEMS				<u>\$2,300.00</u>

**CLINT MOORE ROAD AND MILITARY TRAIL
INTERSECTION DRAINAGE IMPROVEMENTS
PBC PROJECT #2012513**

				AVERAGE OF BID ITEMS	ENGINEERS ESTIMATE	FOSTER MARINE CONTRACTORS, INC.		JOHNSON-DAVIS INC.		DP DEVELOPMENT OF THE TREASURE COAST, LLC.	
ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
REGULAR ROADWAY PAY ITEMS											
1	MOBILIZATION	1	LS	\$ 25,103.33	\$ 12,630.00	\$ 20,000.00	\$ 20,000.00	\$ 18,000.00	\$ 18,000.00	\$ 37,310.00	\$ 37,310.00
2	MAINTENANCE OF TRAFFIC	1	LS	\$ 19,333.33	\$ 12,630.00	\$ 7,000.00	\$ 7,000.00	\$ 18,000.00	\$ 18,000.00	\$ 33,000.00	\$ 33,000.00
3	CLEARING AND GRUBBING	1	LS	\$ 26,666.67	\$ 10,000.00	\$ 17,000.00	\$ 17,000.00	\$ 23,000.00	\$ 23,000.00	\$ 40,000.00	\$ 40,000.00
4	TYPE S-III ASPHALTIC CONCRETE (1" THICK)	67	TN	\$ 202.00	\$ 108.00	\$ 171.00	\$ 11,457.00	\$ 210.00	\$ 14,070.00	\$ 225.00	\$ 15,075.00
5	TYPE S-1 ASPHALTIC CONCRETE (1 1/2" THICK)	101	TN	\$ 209.00	\$ 102.00	\$ 162.00	\$ 16,362.00	\$ 215.00	\$ 21,715.00	\$ 250.00	\$ 25,250.00
6	MILL EXISTING ASPHALT PAVEMENT	560	SY	\$ 13.17	\$ 4.30	\$ 17.50	\$ 9,800.00	\$ 12.00	\$ 6,720.00	\$ 10.00	\$ 5,600.00
7	BASEROCK (16") (3 LIFTS)	650	SY	\$ 40.50	\$ 25.00	\$ 31.50	\$ 20,475.00	\$ 60.00	\$ 39,000.00	\$ 30.00	\$ 19,500.00
8	4" THICK CONCRETE SIDEWALK	210	SY	\$ 50.67	\$ 24.00	\$ 54.00	\$ 11,340.00	\$ 55.00	\$ 11,550.00	\$ 43.00	\$ 9,030.00
9	6" THICK CONCRETE SIDEWALK	85	SY	\$ 57.67	\$ 34.00	\$ 56.00	\$ 4,760.00	\$ 65.00	\$ 5,525.00	\$ 52.00	\$ 4,420.00
10	F CURB & GUTTER	410	LF	\$ 21.67	\$ 45.00	\$ 23.00	\$ 9,430.00	\$ 20.00	\$ 8,200.00	\$ 22.00	\$ 9,020.00
11	CORE EXIST. INLET	1	EA	\$ 1,851.67	\$ 1,500.00	\$ 1,800.00	\$ 1,800.00	\$ 2,000.00	\$ 2,000.00	\$ 1,755.00	\$ 1,755.00
12	CONCRETE PIPE CULVERT (24") (RCP)	298	LF	\$ 131.00	\$ 57.00	\$ 110.00	\$ 32,780.00	\$ 180.00	\$ 53,640.00	\$ 103.00	\$ 30,694.00
13	CONCRETE PIPE CULVERT (42") (RCP)	229	LF	\$ 172.33	\$ 115.00	\$ 132.00	\$ 30,228.00	\$ 210.00	\$ 48,090.00	\$ 175.00	\$ 40,075.00
14	CONCRETE PIPE CULVERT (24") (RCP) REMOVE & REPLACE SEE SP'S	1	LS	\$ 77,491.67	NA	\$ 85,000.00	\$ 85,000.00	\$ 75,000.00	\$ 75,000.00	\$ 72,475.00	\$ 72,475.00
15	DRAINAGE STRUCTURE (MANHOLE P-8)	2	EA	\$ 5,568.42	\$ 5,000.00	\$ 5,500.00	\$ 11,000.00	\$ 6,000.00	\$ 12,000.00	\$ 5,205.26	\$ 10,410.52
16	DRAINAGE STRUCTURE (MANHOLE J-8)	2	EA	\$ 10,203.33	\$ 5,200.00	\$ 13,500.00	\$ 27,000.00	\$ 8,000.00	\$ 16,000.00	\$ 9,110.00	\$ 18,220.00
17	DRAINAGE CONFLICT STRUCTURE (CUSTOM 8' DIAMETER TYPE J)	1	EA	\$ 16,651.67	\$ 7,500.00	\$ 16,000.00	\$ 16,000.00	\$ 13,500.00	\$ 13,500.00	\$ 20,455.00	\$ 20,455.00
18	PLUG EXIST. 24" STORM PIPE	2	EA	\$ 1,146.67	\$ 1,500.00	\$ 650.00	\$ 1,300.00	\$ 1,000.00	\$ 2,000.00	\$ 1,790.00	\$ 3,580.00
19	STORM SEWER PUMPING (EXIST. 24" OR LESS) (SEE SP'S)	235	LF	\$ 6.67	\$ 4.70	\$ 4.00	\$ 940.00	\$ 6.00	\$ 1,410.00	\$ 10.00	\$ 2,350.00
20	STORM SEWER PUMPING (EXIST. >48") (SEE SP'S)	135	LF	\$ 16.00	\$ 4.70	\$ 7.00	\$ 945.00	\$ 10.00	\$ 1,350.00	\$ 31.00	\$ 4,185.00
TOTAL REGULAR ROADWAY PAY ITEMS							\$ 334,617.00		\$ 390,770.00		\$ 402,404.52
CONTINGENCY PAY ITEMS											
21	SUPPORT & PROTECT EXISTING AT&T UTILITIES	500	LF	\$ 6.60	\$ 7.00	\$ 3.00	\$ 1,500.00	\$ 12.00	\$ 6,000.00	\$ 4.80	\$ 2,400.00
22	ADJUST EXISTING AT&T UTILITIES	50	LF	\$ 20.33	\$ 10.00	\$ 10.00	\$ 500.00	\$ 15.00	\$ 750.00	\$ 36.00	\$ 1,800.00
23	SUPPORT EXISTING AT&T CABINETS	3	EA	\$ 433.33	\$ 500.00	\$ 100.00	\$ 300.00	\$ 500.00	\$ 1,500.00	\$ 700.00	\$ 2,100.00
24	HOLD EXISTING TRAFFIC SIGNAL POLE (BOCA RATON TRAFFIC)	1	EA	\$ 1,166.67	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 1,800.00	\$ 1,800.00	\$ 1,200.00	\$ 1,200.00
25	SUPPORT & PROTECT EXISTING COMCAST UTILITIES	500	LF	\$ 5.73	\$ 7.00	\$ 3.00	\$ 1,500.00	\$ 10.00	\$ 5,000.00	\$ 4.20	\$ 2,100.00
26	DEFLECT EXISTING COMCAST UTILITIES (AS NEEDED)	30	LF	\$ 23.33	\$ 100.00	\$ 10.00	\$ 300.00	\$ 10.00	\$ 300.00	\$ 50.00	\$ 1,500.00
TOTAL CONTINGENCY PAY ITEMS							\$ 4,600.00		\$ 15,350.00		\$ 11,100.00
TOTAL BID AMOUNT							\$ 339,217.00		\$ 406,120.00		\$ 413,504.52

Yellow highlight indicates a discrepancy/error in the item amount.

**CLINT MOORE ROAD AND MILITARY TRAIL
INTERSECTION DRAINAGE IMPROVEMENTS
PBC PROJECT #2012513**

*THE ITEMS AND QUANTITIES SHOWN, 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.
Baseroack & 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 the cost of pipe.
"Saw Cut & Butt Joint", as required. The cost shall be incidental to the related asphalt item.
Contractor is responsible for "Trench Safety Compliance" in accordance with the Special Provisions.
Drainage conflict structure shall include any costs to deflect the existing 16" water main into the structure with a steel casing.

*Working days to complete project: 120 calendar days (See Special Provisions)
Bids as read at opening on Thursday, March 12, 2015; 2:00 PM
All bids subject to OSBA SBE compliance and Board Approval.
Prepared by: Toni Sharp, Technical Assistant I
Checked by: Holly B. Knight, P.E., Contracts Section Manager*