

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: May 16, 2017 [X] Consent [] Regular
 [] Workshop [] Public Hearing
 Department: Engineering & Public Works
 Submitted By: Engineering & Public Works
 Submitted For: Roadway Production Division

I. EXECUTIVE BRIEF

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

- A) an interlocal agreement with the Seacoast Utility Authority (Seacoast) for joint participation and project funding for construction of Old Dixie Highway from Park Avenue to Northlake Boulevard (Project); and
- B) an agreement with AT&T Florida (AT&T) for joint participation and project funding for construction of the project.

SUMMARY: These agreements are being submitted to the Clerk and Comptroller of Palm Beach County in accordance with Countywide PPM CW-O-051. The agreements were approved by the Deputy County Engineer as a delegated authority in accordance with Palm Beach County Administrative Code Section 404.00 on 9/1/16 for Seacoast and on 9/22/16 for AT&T. District 1 (LBH)

Background and Justification: Palm Beach County Administrative Code Section 404.00 authorizes the County Administrator or designee to execute utility agreements. On October 23, 2013 the County Administrator delegated this authority to the County Engineer, the Deputy County Engineer, and the Assistant County Engineer.

Attachments:

- 1. Location Map
- 2. Seacoast Utility Authority Agreement with Exhibits "A" and "B"
- 3. AT&T Florida Agreement with Exhibits "A" and "B"

Recommended by: *SR* *By T. Walsh* *4/20/17*
OAF
 Department Director Date

Approved By: *Aure Johnson* *5/3/17*
 Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-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-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No

Budget Acct No.: Fund__ Dept.__ Unit__ Object
Program

Recommended Sources of Funds/Summary of Fiscal Impact:

**This receive and file item has no fiscal impact. The budget for Seacoast Utility Authority, and AT&T utility reimbursement agreements at Old Dixie Highway from Park Avenue to Northlake Blvd. was approved by the BCC on September 27, 2016, (BA2016-1130) and is accounted for in 3501-361-1064.

C. Departmental Fiscal Review: *Alicia Laanen*

III. REVIEW COMMENTS

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

Susan P... 4/21/17
OFMB 2/4/20
4/21

John J. Jacobson 5/11/17
Contract Dev. and Control
5/11/17

B. Approved as to Form and Legal Sufficiency:

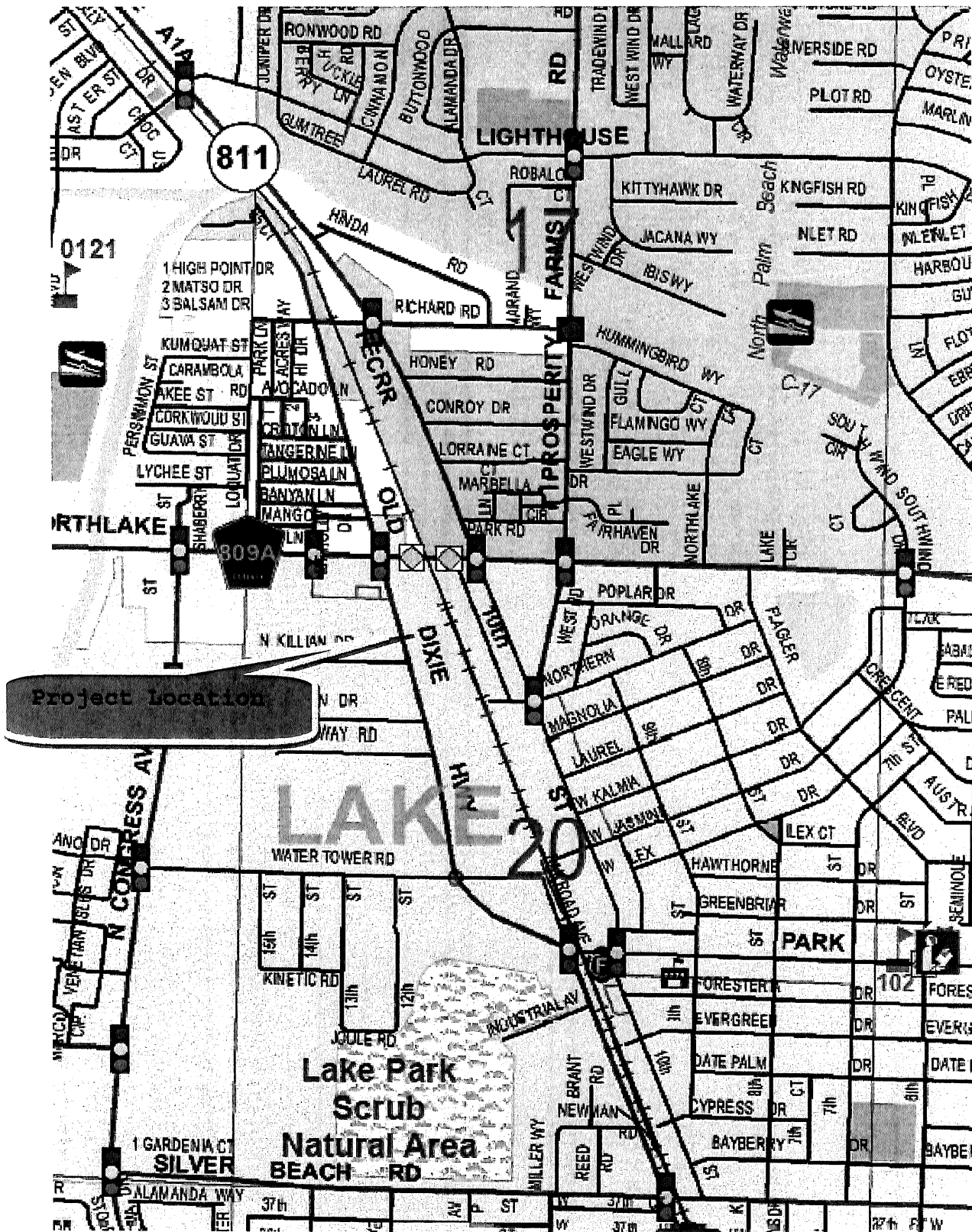
[Signature] 5/2/17
Assistant County Attorney

C. Other Department Review:

Department Director

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

PROJECT LOCATION



Old Dixie Highway from Park Avenue to Northlake Boulevard

LOCATION MAP

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY, FLORIDA
AND
SEACOAST UTILITY AUTHORITY
FOR JOINT PARTICIPATION AND PROJECT FUNDING
FOR CONSTRUCTION AND UTILITY ADJUSTMENT OF
OLD DIXIE HIGHWAY FROM PARK AVENUE TO NORTHLAKE BOULEVARD
PALM BEACH COUNTY PROJECT NO. 2004506**

THIS Interlocal Agreement, (hereinafter "Agreement"), is made as of the 24th day of AUGUST, 2016, by and between Palm Beach County, a political subdivision of the State of Florida, (hereinafter "COUNTY") and the Seacoast Utility Authority, a separate Florida Legal entity, existing under the laws of Florida, (hereinafter "AUTHORITY"), each one constituting a public agency defined in Part I of Chapter 163, Florida Statutes.

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969", authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, thereby providing services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into Interlocal Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the COUNTY Intends to improve Old Dixie Hwy. from Park Ave. to Northlake Blvd. (hereinafter the "Project"); and

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

WHEREAS, both COUNTY and AUTHORITY 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. 2004506. Said Bid Documents include the Work as shown in AUTHORITY 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 Old Dixie Hwy. from Park Ave. to Northlake Blvd.

Section 3. Responsibilities and Duties:

A. AUTHORITY shall reimburse COUNTY a total estimated cost of **Forty Six Thousand Nine Hundred Seventy Dollars (\$46,970.00)**, 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 Seacoast Utility Authority Utility Items shall be paid by the AUTHORITY.

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 AUTHORITY.

C. COUNTY shall obtain written approval from the AUTHORITY in advance of any change orders, including any costs associated with the AUTHORITY'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 AUTHORITY shall repair and maintain the Work, at AUTHORITY 'S expense.

Section 4. Payments/Invoicing and Reimbursement:

The COUNTY will Invoice the AUTHORITY on a periodic basis during construction of the Project and the Work. The AUTHORITY 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, AUTHORITY 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 AUTHORITY identifying the Work, including COUNTY'S total expenditure for the Project, and identifying the amount attributable to the Work under Exhibit "A". COUNTY shall supply any further documentation such as copies of paid receipts, canceled checks, invoices and other documents deemed necessary by the AUTHORITY within seven (7) calendar days of request by the TOWN. Invoices received from COUNTY will be reviewed and approved by the AUTHORITY 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 AUTHORITY 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 AUTHORITY pursuant to the terms and conditions hereof. In the event the COUNTY ceases or suspends the Project or the Work for any reason, the AUTHORITY 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 AUTHORITY and the AUTHORITY shall have no further obligation to honor reimbursement requests submitted by the COUNTY.

Section 5. Repayment

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

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 AUTHORITY and COUNTY recognize their liability for certain tortious acts of its agents, officers, employees and invitees to the extent and limits provided in Section 768.28, Florida Statutes. To the extent permitted by law, the AUTHORITY and COUNTY shall indemnify, defend and hold the other harmless against any actions, claims and damages arising out of the their own 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 AUTHORITY 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 AUTHORITY.

Section 10. Annual Appropriation:

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

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 AUTHORITY shall be sent to:

Rim Bishop, Executive Director
Seacoast Utility Authority
4200 Hood Rd.
Palm Beach Gardens, Fl 33410

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.

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

SEACOAST UTILITY AUTHORITY

PALM BEACH COUNTY, FLORIDA

BY: 
Ron Ferris, Chairperson

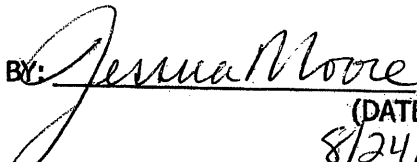
BY:  9/16
Tanya N. McConnell, P.E.,
Deputy County Engineer

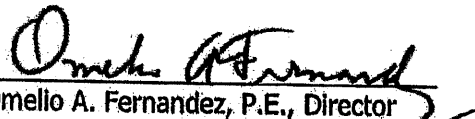
ATTEST:

ATTEST:

Jessica Moore,
AUTHORITY CLERK

APPROVED AS TO TERMS
AND CONDITIONS:

BY: 
(DATE)
8/24/16

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

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: 
Assistant County Attorney

OLD DDE HIGHWAY FROM PARK AVENUE TO NORTHLAKE BOULEVARD PROJECT #2004506				ENGINEERS ESTIMATE	BD AVERAGE	Community Asphalt Corp.		Ranger Construction Industries, Inc.	
				UNIT PRICE	UNIT PRICE	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
ROADWAY ITEMS									
1	MOBILIZATION	1	LS	\$ 200,000.00	\$ 318,405.00	\$ 205,810.00	\$ 205,810.00	\$ 430,000.00	\$ 430,000.00
2	MAINTENANCE OF TRAFFIC (INCL. PEDESTRIAN M.O.T.)	1	LS	\$150,000.00	\$ 368,230.00	\$ 358,460.00	\$ 358,460.00	\$ 378,000.00	\$ 378,000.00
3	CLEARING AND GRUBBING	1	LS	\$175,000.00	\$ 191,305.00	\$ 249,610.00	\$ 249,610.00	\$ 193,000.00	\$ 193,000.00
4	FLOATING TURBIDITY BARRIER	200	LF	\$9.08	\$ 8.88	\$ 8.35	\$ 1,670.00	\$ 11.40	\$ 2,280.00
5	REGULAR EXCAVATION	1,463	CY	\$17.51	\$ 27.35	\$ 27.30	\$ 39,939.90	\$ 27.40	\$ 40,086.20
6	EMBANKMENT (COMPACTED IN PLACE)	736	CY	\$14.61	\$ 13.15	\$ 18.60	\$ 13,689.60	\$ 7.70	\$ 5,667.20
7	OPTIONAL BASE GROUP 12	4,896	SY	\$67.60	\$ 28.70	\$ 24.90	\$ 116,930.40	\$ 32.50	\$ 152,620.00
8	MILLING EXIST. ASPH PAVT. 1.5" AVG. DEPTH	781	SY	\$1.87	\$ 7.88	\$ 5.55	\$ 4,334.55	\$ 10.20	\$ 7,966.20
9	MILLING EXIST. ASPH PAVT. 1" AVG. DEPTH	6,507	SY	\$3.12	\$ 3.30	\$ 2.70	\$ 17,568.90	\$ 3.90	\$ 25,377.30
10	FRICITION COURSE FC-9.5 (1.0")	1,270	TN	\$109.87	\$ 135.00	\$ 145.00	\$ 184,150.00	\$ 125.00	\$ 158,750.00
11	TYPE SP STRUCTURAL COURSE (TRAFFIC C) (1.50")	262	TN	\$111.44	\$ 114.70	\$ 141.50	\$ 37,073.00	\$ 87.90	\$ 23,029.80
12	TYPE SP STRUCTURAL COURSE (OVERBUILD) (3 1/4" AVG)	2,011	TN	\$111.44	\$ 95.65	\$ 102.50	\$ 206,127.50	\$ 88.80	\$ 178,576.80
13	CONCRETE CLASS NS. GRAVITY WALL	126	CY	\$593.05	\$ 398.75	\$ 407.50	\$ 51,345.00	\$ 390.00	\$ 49,140.00
14	INLETS (CURB) (TYPE P-5) (<10)	15	EA	\$4,608.15	\$ 5,204.00	\$ 5,008.00	\$ 75,120.00	\$ 5,400.00	\$ 81,000.00
15	INLETS (CURB) (TYPE J-5) (>10)	1	EA	\$7,748.10	\$ 9,308.00	\$ 8,956.00	\$ 8,956.00	\$ 9,660.00	\$ 9,660.00
16	INLETS (CURB) (TYPE J-6) (>10)	1	EA	\$7,648.00	\$ 11,402.00	\$ 11,004.00	\$ 11,004.00	\$ 11,800.00	\$ 11,800.00
17	INLETS (DITCH BOTTOM) (TYPE C) (<10)	6	EA	\$2,628.72	\$ 3,940.00	\$ 3,790.00	\$ 22,740.00	\$ 4,090.00	\$ 24,540.00
18	INLETS (GUTTER) (TYPE S) (<10)	1	EA	\$3,344.86	\$ 6,125.00	\$ 5,890.00	\$ 5,890.00	\$ 6,360.00	\$ 6,360.00
19	INLETS (GUTTER) (TYPE S) (>10)	1	EA	\$3,344.86	\$ 6,344.50	\$ 6,589.00	\$ 6,589.00	\$ 7,100.00	\$ 7,100.00
20	INLETS (GUTTER) (TYPE JS) (<10)	1	EA	\$5,700.00	\$ 9,080.50	\$ 8,731.00	\$ 8,731.00	\$ 9,430.00	\$ 9,430.00
21	MANHOLE (TYPE P-8) (<10)	7	EA	\$5,758.75	\$ 3,838.00	\$ 3,706.00	\$ 25,942.00	\$ 4,010.00	\$ 28,070.00
22	MANHOLE (TYPE J-8) (<10)	2	EA	\$7,308.67	\$ 9,039.50	\$ 8,699.00	\$ 17,398.00	\$ 9,380.00	\$ 18,760.00
23	MANHOLE (TYPE J-8) (>10)	4	EA	\$14,926.00	\$ 10,227.00	\$ 9,854.00	\$ 39,416.00	\$ 10,600.00	\$ 42,400.00
24	ADJUST INLETS	2	EA	\$1,735.26	\$ 682.00	\$ 614.00	\$ 1,228.00	\$ 650.00	\$ 1,300.00
25	CONCRETE PIPE CULVERT (18")	2,089	LF	\$88.68	\$ 79.95	\$ 76.60	\$ 160,644.10	\$ 83.00	\$ 173,987.00
26	CONCRETE PIPE CULVERT (24")	354	LF	\$70.03	\$ 74.55	\$ 71.80	\$ 25,417.20	\$ 77.30	\$ 27,364.20
27	CONCRETE PIPE CULVERT (30")	222	LF	\$133.50	\$ 104.20	\$ 98.40	\$ 21,844.80	\$ 110.00	\$ 24,420.00
28	CONCRETE PIPE CULVERT (36")	1,539	LF	\$105.37	\$ 110.75	\$ 106.50	\$ 163,903.50	\$ 115.00	\$ 176,985.00
29	CONCRETE PIPE CULVERT (42")	229	LF	\$148.00	\$ 134.75	\$ 129.50	\$ 29,655.50	\$ 140.00	\$ 32,060.00
30	MITERED END SECTION (ROUND) (42")	1	EA	\$1,980.00	\$ 7,271.00	\$ 6,982.00	\$ 6,982.00	\$ 7,560.00	\$ 7,560.00
31	CONCRETE CURB & GUTTER (TYPE F)	6,734	LF	\$18.56	\$ 17.85	\$ 19.40	\$ 130,639.60	\$ 16.30	\$ 109,764.20
32	CONCRETE VALLEY GUTTER	354	LF	\$46.00	\$ 38.00	\$ 34.70	\$ 5,203.80	\$ 21.30	\$ 7,540.20
33	ENGRAVING OF CURB FACE (SEE SPS)	8	EA	\$335.00	\$ 327.50	\$ 315.00	\$ 2,520.00	\$ 340.00	\$ 2,720.00
34	CONC SIDEWALK (4" THICK)	3,728	SY	\$34.87	\$ 38.35	\$ 35.30	\$ 131,598.40	\$ 41.40	\$ 154,339.20
35	CONC SIDEWALK (6" THICK) (DRIVEWAYS)	2,198	SY	\$44.92	\$ 45.90	\$ 44.40	\$ 97,591.20	\$ 47.40	\$ 104,185.20
36	PIPE GUIDERAIL (STEEL)	696	LF	\$60.00	\$ 60.15	\$ 57.80	\$ 40,228.80	\$ 62.50	\$ 43,500.00
37	GUARDRAIL (REMOVAL)	210	LF	\$1.68	\$ 3.28	\$ 3.15	\$ 667.50	\$ 3.40	\$ 714.00
38	SODDING	4,526	SY	\$2.45	\$ 8.15	\$ 6.00	\$ 27,156.00	\$ 10.30	\$ 46,617.80
39	TRAFFIC FIO CABLE 24 FSM	8,600	LF	\$1.75	\$ 2.58	\$ 1.55	\$ 13,330.00	\$ 3.60	\$ 30,960.00
40	PULL BOX (SMALL) (17"X30"X24") ITS	6	EA	\$650.00	\$ 548.00	\$ 546.00	\$ 3,276.00	\$ 550.00	\$ 3,300.00
41	PULL BOX (LARGE) (30"X48"X24") ITS	3	EA	\$690.00	\$ 1,476.50	\$ 1,123.00	\$ 3,369.00	\$ 1,830.00	\$ 5,490.00
42	TRENCH 36" DEEP (FOR PBC ITS)	3,915	LF	\$4.07	\$ 4.10	\$ 4.10	\$ 16,051.50	\$ 4.10	\$ 16,051.50
43	2-2" PVC CONDUITS (SCH 40)	3,915	LF	\$4.07	\$ 2.83	\$ 3.45	\$ 13,506.75	\$ 2.20	\$ 8,613.00

OLD DIXIE HIGHWAY FROM PARK AVENUE TO NORTHLAKE BOULEVARD
PROJECT #2004505

				ENGINEERS ESTIMATE	BID AVERAGE	Community Asphalt Corp.		Ranger Construction Industries, Inc.	
				UNIT PRICE	UNIT PRICE	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
44	CHANGEABLE (VARIABLE MESSAGE) SIGN (NON MOT)	200	ED	\$18.00	\$ 17.00	\$ 15.80	\$ 3,160.00	\$ 18.20	\$ 3,640.00
45	TRAFFIC CONTROL OFFICER (NON MOT)	1,300	MH	\$55.00	\$ 53.20	\$ 50.40	\$ 65,520.00	\$ 56.00	\$ 72,800.00
SUBTOTAL (ROADWAY)							\$ 2,672,982.50		\$ 2,876,924.80
SIGNAL ITEMS									
46	CONDUIT (F&I) (OPEN TRENCH)	371	LF	\$9.13	\$ 9.00	\$ 10.30	\$ 3,821.30	\$ 7.70	\$ 2,856.70
47	5-2" (HDPE SDR 11) UNDER PAVEMENT CONDUIT (F&I) (DIRECTIONAL BORE)	306	LF	\$21.77	\$ 31.85	\$ 27.30	\$ 8,353.80	\$ 36.40	\$ 11,138.40
48	2-2" PVC Conduits (Schedule 40) - Directional Bore	260	LF	\$20.00	\$ 18.80	\$ 20.50	\$ 5,125.00	\$ 17.10	\$ 4,275.00
49	SIGNAL CABLE (SPAN LENGTH 75'- GREATER) - F&I	1	PI	\$4,762.00	\$ 5,231.50	\$ 5,323.00	\$ 5,323.00	\$ 5,140.00	\$ 5,140.00
50	PEDESTRIAN SIGNAL CABLE- 4 CONDUCTOR	1	PI	\$900.00	\$ 882.50	\$ 945.00	\$ 945.00	\$ 820.00	\$ 820.00
51	PEDESTRIAN SIGNAL CABLE- 7 CONDUCTOR	61	LF	\$5.00	\$ 7.05	\$ 10.50	\$ 640.50	\$ 3.60	\$ 219.60
52	FIBER OPTIC CABLE (FSM) 12-COUNT (UNDERGROUND) (F&I)	12	EA	\$20.00	\$ 23.30	\$ 34.70	\$ 416.40	\$ 11.50	\$ 142.80
53	FIBER OPTIC CONNECTION (INSTALL) (SPLICE)	4	EA	\$48.35	\$ 67.70	\$ 73.50	\$ 294.00	\$ 61.90	\$ 247.60
54	FIBER OPTIC CONNECTION (INSTALL) (PATCH PANEL, FIELD TERMINATED)	1	EA	\$1,400.00	\$ 1,387.25	\$ 724.50	\$ 724.50	\$ 2,050.00	\$ 2,050.00
55	PULL BOX (F&I) (13"x24"x 12"D) HEAVY DUTY COVERS	17	EA	\$646.34	\$ 363.75	\$ 367.50	\$ 6,247.50	\$ 360.00	\$ 6,120.00
56	PULL BOX (F&I) (17"x30"x12"D) HEAVY DUTY COVERS	3	EA	\$646.34	\$ 465.75	\$ 451.50	\$ 1,354.50	\$ 480.00	\$ 1,440.00
57	PULL BOX (F&I) (30"x48"x24"D) HEAVY DUTY COVERS	1	EA	\$1,609.33	\$ 1,476.50	\$ 1,173.00	\$ 1,173.00	\$ 1,820.00	\$ 1,820.00
58	ELECTRICAL POWER SERVICE (F&I) (UNDERGROUND)	1	AS	\$1,491.14	\$ 1,075.25	\$ 850.50	\$ 850.50	\$ 1,300.00	\$ 1,300.00
59	ELECTRICAL SERVICE WIRE (F&I)	60	LF	\$2.79	\$ 3.95	\$ 4.30	\$ 258.00	\$ 3.60	\$ 216.00
60	ELECTRICAL SERVICE WIRE (REMOVE)	15	LF	\$0.59	\$ 1.23	\$ 0.85	\$ 12.75	\$ 3.60	\$ 54.00
61	ELECTRICAL SERVICE DISCONNECT (F&I)	1	EA	\$785.62	\$ 236.00	\$ 252.00	\$ 252.00	\$ 220.00	\$ 220.00
62	ELECTRICAL SERVICE DISCONNECT (REMOVE)	1	EA	\$500.00	\$ 141.50	\$ 63.00	\$ 63.00	\$ 220.00	\$ 220.00
63	PRESTRESSED CONCRETE POLE (F&I) (TYPE P-JI SERVICE POLE)	1	EA	\$1,078.83	\$ 814.25	\$ 808.50	\$ 808.50	\$ 820.00	\$ 820.00
64	PRESTRESSED CONCRETE POLE (COMPLETE/DEEP REMOVAL - PEDESTAL/SERVICE POLE)	2	EA	\$440.00	\$ 2,249.50	\$ 3,769.00	\$ 7,538.00	\$ 750.00	\$ 1,450.00
65	ALUMINUM SIGNALS POLES (F&I) (PEDESTAL)	6	EA	\$1,141.82	\$ 902.25	\$ 934.50	\$ 5,607.00	\$ 870.00	\$ 5,220.00
66	STEEL MAST ARM ASSEMBLY (F&I) (150 WITH SIGNAL BACKPLATES) (70.5')	1	EA	\$38,255.00	\$ 38,851.00	\$ 41,002.00	\$ 41,002.00	\$ 36,700.00	\$ 36,700.00
67	STEEL MAST ARM ASSEMBLY (F&I) (CUSTOM)	3	EA	\$38,045.24	\$ 31,796.50	\$ 34,299.00	\$ 102,879.00	\$ 29,300.00	\$ 87,900.00
68	VEHICULAR TRAFFIC SIGNAL (F&I - ALUMINUM) (3 SECTION, 1 WAY)	8	AS	\$951.30	\$ 992.00	\$ 924.00	\$ 7,392.00	\$ 940.00	\$ 7,520.00
69	VEHICULAR TRAFFIC SIGNAL (F&I - ALUMINUM) (4 SECTION, 1 WAY)	2	AS	\$1,706.00	\$ 1,186.00	\$ 1,082.00	\$ 2,184.00	\$ 1,280.00	\$ 2,560.00
70	VEHICULAR TRAFFIC SIGNAL (F&I - ALUMINUM) (3 SECTION-CLUSTER, 1 WAY)	4	AS	\$1,643.00	\$ 1,484.50	\$ 1,449.00	\$ 5,796.00	\$ 1,520.00	\$ 6,080.00
71	TRAFFIC SIGNAL HEAD, REMOVAL	6	AS	\$50.00	\$ 39.35	\$ 31.50	\$ 189.00	\$ 47.20	\$ 283.20
72	PEDESTRIAN SIGNAL (F&I - LED COUNTDOWN) (1 WAY)	2	AS	\$971.90	\$ 646.25	\$ 682.50	\$ 1,365.00	\$ 610.00	\$ 1,220.00
73	SIGNAL CONTROL EQUIPMENT, FURNISH & INSTALL, ADAPTIVE SIGNAL CONTROL SYSTEM- NEMA, CABINET EQUIPMENT	1	EA	\$45,000.00	\$ 46,432.50	\$ 45,465.00	\$ 45,465.00	\$ 47,400.00	\$ 47,400.00
74	SIGNAL CONTROL EQUIPMENT, FURNISH & INSTALL, ADAPTIVE SIGNAL CONTROL SYSTEM- NEMA, ABOVE GROUND EQUIPMENT	4	EA	\$4,500.00	\$ 5,408.50	\$ 6,457.00	\$ 25,828.00	\$ 4,360.00	\$ 17,440.00
75	PEDESTRIAN DETECTOR (F&I) (STANDARD)	4	EA	\$249.76	\$ 143.25	\$ 136.50	\$ 546.00	\$ 150.00	\$ 600.00
76	TRAFFIC CONTROLLER ASSEMBLY (F&I) (NEMA)	1	EA	\$25,080.00	\$ 26,751.00	\$ 26,902.00	\$ 26,902.00	\$ 27,200.00	\$ 27,200.00
77	PEDESTRIAN SIGNAL (REMOVE PEDESTRIAN SIGNAL)	3	EA	\$157.31	\$ 29.65	\$ 31.50	\$ 94.50	\$ 27.80	\$ 83.40
78	TRAFFIC CONTROLLER ASSEMBLY (F&I) (REMOVE CONTROLLER AND CABINET)	1	AS	\$814.68	\$ 276.00	\$ 252.00	\$ 252.00	\$ 300.00	\$ 300.00

OLD DOXE HIGHWAY FROM PARK AVENUE TO NORTHLAKE BOULEVARD
PROJECT #2004506

		ENGINEER'S ESTIMATE	BID AVERAGE	Community Asphalt Corp.		Ranger Construction Industries, Inc.		
		UNIT PRICE	UNIT PRICE	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
79	PEDESTRIAN DETECTOR (REMOVE)	1 AS	\$124.15	\$ 21.75	\$ 15.70	\$ 15.70	\$ 27.80	\$ 27.80
80	REMOVE SPAN WIRE ASSEMBLY	1 EA	\$600.00	\$ 611.75	\$ 283.50	\$ 283.50	\$ 940.00	\$ 940.00
81	REMOVE SMALL PULL BOX- UP TO 12X30	1 EA	\$125.00	\$ 133.00	\$ 126.00	\$ 126.00	\$ 140.00	\$ 140.00
82	REMOVE MISCELLANEOUS SIGNAL EQUIPMENT	1 EA	\$800.00	\$ 764.00	\$ 1,008.00	\$ 1,008.00	\$ 520.00	\$ 520.00
83	SIGN PANEL (F&I - OVERHEAD MOUNT) (UP to 12SF)	3 EA	\$500.00	\$ 427.75	\$ 535.50	\$ 1,606.50	\$ 320.00	\$ 960.00
84	INTERNALLY ILLUMINATED SIGN (F&I - OVERHEAD MOUNT) (UP to 12SF)	4 EA	\$2,825.00	\$ 2,196.50	\$ 2,373.00	\$ 9,492.00	\$ 2,020.00	\$ 8,080.00
85	LIGHTING CONDUCTORS (F&I) (No. 10)	900 LF	\$0.90	\$ 0.78	\$ 0.85	\$ 765.00	\$ 0.70	\$ 630.00
86	LUMINAIRE & BRACKET ARM (F&I) (ALUMINUM)	2 EA	\$2,282.61	\$ 885.50	\$ 1,291.00	\$ 2,582.00	\$ 480.00	\$ 960.00
87	LUMINAIRE & BRACKET - REMOVAL	2 EA	\$156.00	\$ 121.50	\$ 63.00	\$ 126.00	\$ 180.00	\$ 360.00
					\$ 325,057.45		\$ 299,694.50	
CONTINGENCY UTILITY ITEMS								
SEACOAST UTILITIES								
88	ADJUST WATER VALVE BOX	15 EA	\$300.00	\$ 299.50	\$ 289.00	\$ 4,335.00	\$ 310.00	\$ 4,650.00
89	MANHOLE TO BE ADJUSTED TO FINAL GRADE	10 EA	\$531.77	\$ 440.00	\$ 420.00	\$ 4,200.00	\$ 460.00	\$ 4,600.00
90	RELOCATE EXISTING FIRE HYDRANT	5 EA	\$1,382.50	\$ 4,045.00	\$ 3,890.00	\$ 19,450.00	\$ 4,200.00	\$ 21,000.00
91	SUPPORT AND PROTECT 10" DUCTILE IRON WATER MAIN	1,950 LF	\$10.00	\$ 9.73	\$ 8.65	\$ 16,867.50	\$ 10.80	\$ 21,060.00
92	SUPPORT AND PROTECT 8" DUCTILE IRON WATER MAIN	150 LF	\$9.00	\$ 8.60	\$ 7.20	\$ 1,080.00	\$ 10.00	\$ 1,500.00
93	ADJUST 12" DUCTILE IRON PIPE WATER MAIN	50 LF	\$15.00	\$ 13.65	\$ 13.10	\$ 655.00	\$ 14.20	\$ 710.00
94	ADJUST 6" DUCTILE IRON PIPE WATER MAIN	50 LF	\$8.00	\$ 7.88	\$ 7.65	\$ 382.50	\$ 8.50	\$ 425.00
ATT								
95	ADJUST AT&T BY CONDUIT	250 LF	\$3.00	\$ 3.28	\$ 3.15	\$ 787.50	\$ 3.40	\$ 850.00
96	SUPPORT AND PROTECT AT&T CABLE	250 LF	\$2.00	\$ 2.20	\$ 2.10	\$ 525.00	\$ 2.30	\$ 575.00
97	RELOCATE AT&T CABLE	250 LF	\$3.00	\$ 3.28	\$ 3.15	\$ 787.50	\$ 3.40	\$ 850.00
98	SUPPORT AND PROTECT AT&T CONDUIT	250 LF	\$2.20	\$ 2.20	\$ 2.10	\$ 525.00	\$ 2.30	\$ 575.00
					\$ 49,656.00		\$ 56,785.00	
CONTINGENCY ITEMS								
99	CLASS I CONCRETE (MISCELLANEOUS)	10 CY	\$200.00	\$ 203.75	\$ 177.50	\$ 1,775.00	\$ 320.00	\$ 2,300.00
100	INLETS (CURB) (TYPE J-5) (<10')	1 EA	\$8,000.00	\$ 8,090.00	\$ 7,770.00	\$ 7,770.00	\$ 8,410.00	\$ 8,410.00
101	INLETS (CURB) (TYPE J-6) (<10')	1 EA	\$9,000.00	\$ 9,638.50	\$ 9,277.00	\$ 9,277.00	\$ 10,000.00	\$ 10,000.00
102	MANHOLE (TYPE J-7) (<10')	1 EA	\$7,600.00	\$ 7,762.50	\$ 7,455.00	\$ 7,455.00	\$ 8,070.00	\$ 8,070.00
103	STORM SEWER CLEANING (EXIST.) (24" OR LESS) (SEE SP's)	200 LF	\$15.00	\$ 14.25	\$ 13.70	\$ 2,740.00	\$ 14.80	\$ 2,960.00
104	STORM SEWER CLEANING (EXIST.) (>24" TO 48") (SEE SP's)	100 LF	\$22.00	\$ 21.55	\$ 20.70	\$ 2,070.00	\$ 22.40	\$ 2,240.00
105	FLOWABLE FILL	10 CY	\$200.00	\$ 184.00	\$ 168.00	\$ 1,680.00	\$ 200.00	\$ 2,000.00
106	REMOVE AND DISPOSE OF UNSUITABLE MATERIALS	100 CY	\$40.00	\$ 38.45	\$ 36.00	\$ 3,600.00	\$ 40.90	\$ 4,090.00
					\$ 36,367.00		\$ 40,070.00	
TOTAL BID AMOUNT					\$ 3,084,001.95		\$ 3,267,474.30	

OLD DODGE FROM PARK AVENUE TO NORTHLAKE BOULEVARD
PROJECT # 2004506

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:

All costs for Maintenance of Traffic (MOT) and mobilization shall be considered incidental to, and shall be included in, unit prices for the pay items.
All items shall include cost to furnish and install unless otherwise noted.
NPDES shall be included in mobilization
Prime and tack coat are considered incidental to asphalt construction
The cost of connecting to existing structures is incidental to cost of pipe.
All items can be increased or decreased or deleted as directed by the Engineer.
All disturbed areas adjacent to the project limits shall be restored to its original conditions including sod.
All utility coordinations during construction and any hold time associated with utilities is included of the contract duration.
Item 106 includes hauling, disposing and fees associated with all unsuitable materials found on site.

Working days to complete project: 270 calendar days, (See Special Provisions).
Bids as read at opening on Thursday, July 7, 2016; 2:00 PM
All bids subject to OSBA SBE compliance and Board Approval.
Prepared by: Donna Lewis, Technical Assistant III
Checked by: Holly B. Knight, P.E., Contracts Section Manager

EXHIBIT "B"

Seacoast Utility Authority

PROJECT NAME: Old Dixie Hwy. from Park Ave. to Northlake Blvd.

PROJECT NUMBER: 2004506

CONTRACTOR: Community Asphalt Corp.

ITEM	QUANTITY /UNITS	UNIT PRICE	AMOUNT
Seacoast Utility Items			
88	ADJUST WATER VALVE BOX 15 EA	\$289.00	\$4,335.00
89	MANHOLE TO BE ADJUSTED TO FINAL GRADE 10 EA	\$420.00	\$4,200.00
90	RELOCATE EXISTING FIRE HYDRANT 5 EA	\$3,890.00	\$19,450.00
91	SUPPORT AND PROTECT 10" DUCTILE IRON WATER MAIN 1,950 LF	\$8.65	\$16,867.50
92	SUPPORT AND PROTECT 8" DUCTILE IRON WATER MAIN 150 LF	\$7.20	\$1,080.00
93	ADJUST 12" DUCTILE IRON PIPE WATER MAIN 50 LF	\$13.10	\$655.00
94	ADJUST 6" DUCTILE IRON PIPE WATER MAIN 50 LF	\$7.65	\$382.50
SEACOAST UTILITY TOTAL			\$46,970.00

**AGREEMENT BETWEEN PALM BEACH COUNTY, FLORIDA
AND
AT & T Florida
FOR JOINT PARTICIPATION AND PROJECT FUNDING
IN CONSTRUCTION OF
OLD DIXIE HIGHWAY FROM PARK AVENUE TO NORTHLAKE BOULEVARD
PALM BEACH COUNTY PROJECT NO. 2004506**

THIS Agreement is made as of the 1 day of September, 2016, 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 Old Dixie Hwy. from Park Ave. to Northlake Blvd. (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. 2004506. 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 Old Dixie Hwy. from Park Ave. to Northlake Blvd.

Section 3. Responsibilities and Duties:

A. AT&T shall reimburse COUNTY a total estimated cost of **Two Thousand Six Hundred Twenty Five Dollars (\$2, 625.00)**, 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:

Garth Bedward, M.B.A. - Manager OSP Planning & Engineering Design
AT & T Florida Telecommunications Company
120 North "K" Street Room 3D-05
Lake Worth, FL 33460

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: Gorth Bedward
(Print Name)

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

[Signature]
(Signature)

[Signature] 9/12/16
(Signature)

ATTEST WITNESS:

APPROVED AS TO TERMS
AND CONDITIONS:

BY: Eddie Herron
(Print Name)

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

[Signature]
(Signature)

[Signature]
(Signature)

BY: Dan Harris
(Print Name)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

[Signature]
(Signature)

BY: [Signature]
Assistant County Attorney

OLD DIXIE HIGHWAY FROM PARK AVENUE TO NORTHLAKE BOULEVARD
PROJECT #2004506

		ENGINEERS ESTIMATE	BID AVERAGE	Community Asphalt Corp.		Ranger Construction Industries, Inc.	
		UNIT PRICE	UNIT PRICE	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
ROADWAY ITEMS							
1	MOBILIZATION	1 LS	\$ 200,000.00	\$ 318,405.00	\$ 206,810.00	\$ 206,810.00	\$ 430,000.00
2	MAINTENANCE OF TRAFFIC (INCL. PEDESTRIAN M.O.T.)	1 LS	\$150,000.00	\$ 368,230.00	\$ 358,460.00	\$ 358,460.00	\$ 378,000.00
3	CLEARING AND GRUBBING	1 LS	\$175,000.00	\$ 191,305.00	\$ 249,610.00	\$ 249,610.00	\$ 133,000.00
4	FLOATING TURBIDITY BARRIER	200 LF	\$9.08	\$ 9.88	\$ 8.35	\$ 1,670.00	\$ 11.40
5	REGULAR EXCAVATION	1,463 CY	\$17.51	\$ 27.35	\$ 27.30	\$ 39,939.90	\$ 27.40
6	EMBANKMENT (COMPACTED IN PLACE)	736 CY	\$14.61	\$ 13.15	\$ 18.60	\$ 13,689.60	\$ 7.70
7	OPTIONAL BASE GROUP 12	4,696 SY	\$67.60	\$ 28.70	\$ 24.90	\$ 116,930.40	\$ 32.50
8	MILLING EXIST. ASPH PAVT. 1.5" AVG. DEPTH	781 SY	\$1.87	\$ 7.88	\$ 5.55	\$ 4,334.55	\$ 10.20
9	MILLING EXIST. ASPH PAVT. 1" AVG. DEPTH	6,507 SY	\$3.12	\$ 3.30	\$ 2.70	\$ 17,568.90	\$ 3.90
10	FRICTION COURSE FC-9.5 (1.0")	1,270 TN	\$103.87	\$ 135.00	\$ 145.00	\$ 184,150.00	\$ 125.00
11	TYPE SP STRUCTURAL COURSE (TRAFFIC C) (1.50")	262 TN	\$111.44	\$ 114.70	\$ 141.50	\$ 37,073.00	\$ 87.90
12	TYPE SP STRUCTURAL COURSE (OVERBUILD) (3 1/4" AVG)	2,011 TN	\$111.44	\$ 95.65	\$ 102.50	\$ 206,127.50	\$ 88.80
13	CONCRETE CLASS NS, GRAVITY WALL	126 CY	\$553.05	\$ 398.75	\$ 407.50	\$ 51,345.00	\$ 390.00
14	INLETS (CURB) (TYPE P-5) (<10)	15 EA	\$4,603.15	\$ 5,204.00	\$ 5,008.00	\$ 75,120.00	\$ 5,400.00
15	INLETS (CURB) (TYPE J-5) (>10)	1 EA	\$7,748.10	\$ 9,308.00	\$ 8,956.00	\$ 8,956.00	\$ 9,660.00
16	INLETS (CURB) (TYPE J-6) (>10)	1 EA	\$7,648.00	\$ 11,402.00	\$ 11,004.00	\$ 11,004.00	\$ 11,800.00
17	INLETS (DITCH BOTTOM) (TYPE C) (<10)	6 EA	\$2,628.72	\$ 3,940.00	\$ 3,790.00	\$ 22,740.00	\$ 4,090.00
18	INLETS (GUTTER) (TYPE S) (<10)	1 EA	\$3,344.86	\$ 6,125.00	\$ 5,890.00	\$ 5,890.00	\$ 6,360.00
19	INLETS (GUTTER) (TYPE S) (>10)	1 EA	\$3,344.86	\$ 6,844.50	\$ 6,589.00	\$ 6,589.00	\$ 7,100.00
20	INLETS (GUTTER) (TYPE J-S) (<10)	1 EA	\$5,700.00	\$ 9,080.50	\$ 8,731.00	\$ 8,731.00	\$ 9,430.00
21	MANHOLE (TYPE P-8) (<10)	7 EA	\$5,758.75	\$ 3,858.00	\$ 3,706.00	\$ 25,942.00	\$ 4,010.00
22	MANHOLE (TYPE J-8) (<10)	2 EA	\$7,308.67	\$ 9,039.50	\$ 8,699.00	\$ 17,398.00	\$ 9,380.00
23	MANHOLE (TYPE J-8) (>10)	4 EA	\$14,926.00	\$ 10,227.00	\$ 9,854.00	\$ 39,416.00	\$ 10,600.00
24	ADJUST INLETS	2 EA	\$1,735.26	\$ 632.00	\$ 614.00	\$ 1,228.00	\$ 650.00
25	CONCRETE PIPE CULVERT (18")	2,089 LF	\$88.68	\$ 79.95	\$ 76.90	\$ 160,644.10	\$ 83.00
26	CONCRETE PIPE CULVERT (24")	354 LF	\$70.03	\$ 74.55	\$ 71.80	\$ 25,417.20	\$ 77.30
27	CONCRETE PIPE CULVERT (30")	222 LF	\$133.50	\$ 104.20	\$ 98.40	\$ 21,844.80	\$ 110.00
28	CONCRETE PIPE CULVERT (36")	1,539 LF	\$105.37	\$ 110.75	\$ 106.50	\$ 163,903.50	\$ 115.00
29	CONCRETE PIPE CULVERT (42")	229 LF	\$148.00	\$ 134.75	\$ 129.50	\$ 29,655.50	\$ 140.00
30	MITERED END SECTION (ROUND) (42")	1 EA	\$1,980.00	\$ 7,271.00	\$ 6,982.00	\$ 6,982.00	\$ 7,560.00
31	CONCRETE CURB & GUTTER (TYPE F)	6,734 LF	\$18.56	\$ 17.85	\$ 19.40	\$ 130,639.60	\$ 16.30
32	CONCRETE VALLEY GUTTER	354 LF	\$46.00	\$ 18.00	\$ 14.70	\$ 5,203.80	\$ 21.30
33	ENGRAVING OF CURB FACE (SEE SP'S)	8 EA	\$335.00	\$ 327.50	\$ 315.00	\$ 2,520.00	\$ 340.00
34	CONC SIDEWALK (4" THICK)	3,728 SY	\$34.87	\$ 38.35	\$ 35.30	\$ 131,598.40	\$ 41.40
35	CONC SIDEWALK (6" THICK) (DRIVEWAYS)	2,198 SY	\$44.92	\$ 45.90	\$ 44.40	\$ 97,591.20	\$ 47.40
36	PIPE GUIDERAIL (STEEL)	696 LF	\$60.00	\$ 60.15	\$ 57.80	\$ 40,228.80	\$ 62.50
37	GUARDRAIL (REMOVAL)	210 LF	\$1.68	\$ 3.28	\$ 3.15	\$ 661.50	\$ 3.40
38	SODDING	4,526 SY	\$2.45	\$ 8.15	\$ 6.00	\$ 27,156.00	\$ 10.30
39	TRAFFIC F/O CABLE 24 FSM	8,600 LF	\$1.75	\$ 2.58	\$ 1.55	\$ 13,330.00	\$ 3.60
40	PULL BOX (SMALL) (17"X30"X24"D) ITS	6 EA	\$650.00	\$ 548.00	\$ 546.00	\$ 3,276.00	\$ 550.00
41	PULL BOX (LARGE) (30"X48"X24"D) ITS	3 EA	\$690.00	\$ 1,476.50	\$ 1,123.00	\$ 3,369.00	\$ 1,830.00
42	TRENCH 36" DEEP (FOR PBC ITS)	3,915 LF	\$4.07	\$ 4.10	\$ 4.10	\$ 16,051.50	\$ 4.10
43	2-2" PVC CONDUITS (SCH 40)	3,915 LF	\$4.07	\$ 2.83	\$ 3.45	\$ 13,506.75	\$ 2.20

OLD DIXIE HIGHWAY FROM PARK AVENUE TO NORTHLAKE BOULEVARD
PROJECT #2004506

				ENGINEERS ESTIMATE	BID AVERAGE	Community Asphalt Corp.		Ranger Construction Industries, Inc.	
				UNIT PRICE	UNIT PRICE	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
44	CHANGEABLE (VARIABLE MESSAGE) SIGN (NON MOT)	200	ED	\$18.00	\$ 17.00	\$ 15.80	\$ 3,160.00	\$ 18.20	\$ 3,640.00
45	TRAFFIC CONTROL OFFICER (NON MOT)	1,300	MH	\$55.00	\$ 53.20	\$ 50.40	\$ 65,520.00	\$ 56.00	\$ 72,800.00
SUBTOTAL (ROADWAY)							\$ 2,672,982.50		\$ 2,876,924.80
SIGNAL ITEMS									
46	CONDUIT (F&I) (OPEN TRENCH)	371	LF	\$9.13	\$ 9.00	\$ 10.30	\$ 3,821.30	\$ 7.70	\$ 2,856.70
47	5-2" (HDPE SDR 11) UNDER PAVEMENT CONDUIT (F&I) (DIRECTIONAL BORE)	306	LF	\$21.77	\$ 31.85	\$ 27.30	\$ 8,353.80	\$ 36.40	\$ 11,138.40
48	2-2" PVC Conduits (Schedule 40) - Directional Bore	250	LF	\$20.00	\$ 18.80	\$ 20.50	\$ 5,125.00	\$ 17.10	\$ 4,275.00
49	SIGNAL CABLE (SPAN LENGTH 75'- GREATER) - F&I)	1	PI	\$4,762.00	\$ 5,231.50	\$ 5,323.00	\$ 5,323.00	\$ 5,140.00	\$ 5,140.00
50	PEDESTRIAN SIGNAL CABLE- 4 CONDUCTOR	1	PI	\$900.00	\$ 882.50	\$ 945.00	\$ 945.00	\$ 820.00	\$ 820.00
51	PEDESTRIAN SIGNAL CABLE- 7 CONDUCTOR	61	LF	\$5.00	\$ 7.05	\$ 10.50	\$ 640.50	\$ 3.60	\$ 219.60
52	FIBER OPTIC CABLE (FSM) 12-COUNT (UNDERGROUND) (F&I)	12	EA	\$20.00	\$ 23.30	\$ 34.70	\$ 416.40	\$ 11.90	\$ 142.80
53	FIBER OPTIC CONNECTION (INSTALL) (SPLICE)	4	EA	\$48.35	\$ 67.70	\$ 73.50	\$ 294.00	\$ 61.90	\$ 247.60
54	FIBER OPTIC CONNECTION (INSTALL) (PATCH PANEL, FIELD TERMINATED)	1	EA	\$1,400.00	\$ 1,387.25	\$ 724.50	\$ 724.50	\$ 2,050.00	\$ 2,050.00
55	PULL BOX (F&I) (13"x24"x 12"D) HEAVY DUTY COVERS	17	EA	\$646.34	\$ 363.75	\$ 367.50	\$ 6,247.50	\$ 360.00	\$ 6,120.00
56	PULL BOX (F&I) (17"x30"x12"D) HEAVY DUTY COVERS	3	EA	\$646.34	\$ 465.75	\$ 451.50	\$ 1,354.50	\$ 480.00	\$ 1,440.00
57	PULL BOX (F&I) (30"x48"x24"D) HEAVY DUTY COVERS	1	EA	\$1,609.33	\$ 1,476.50	\$ 1,123.00	\$ 1,123.00	\$ 1,830.00	\$ 1,830.00
58	ELECTRICAL POWER SERVICE (F&I) (UNDERGROUND)	1	AS	\$1,491.14	\$ 1,075.25	\$ 850.50	\$ 850.50	\$ 1,300.00	\$ 1,300.00
59	ELECTRICAL SERVICE WIRE (F&I)	60	LF	\$2.79	\$ 3.95	\$ 4.30	\$ 258.00	\$ 3.60	\$ 216.00
60	ELECTRICAL SERVICE WIRE (REMOVE)	15	LF	\$0.59	\$ 2.23	\$ 0.85	\$ 12.75	\$ 3.60	\$ 54.00
61	ELECTRICAL SERVICE DISCONNECT (F&I)	1	EA	\$785.62	\$ 236.00	\$ 252.00	\$ 252.00	\$ 220.00	\$ 220.00
62	ELECTRICAL SERVICE DISCONNECT (REMOVE)	1	EA	\$500.00	\$ 141.50	\$ 63.00	\$ 63.00	\$ 220.00	\$ 220.00
63	PRESTRESSED CONCRETE POLE (F&I) (TYPE P-II SERVICE POLE)	1	EA	\$1,078.83	\$ 814.25	\$ 808.50	\$ 808.50	\$ 820.00	\$ 820.00
64	PRESTRESSED CONCRETE POLE (COMPLETE/DEEP REMOVAL - PEDESTAL/SERVICE POLE)	2	EA	\$440.00	\$ 2,249.50	\$ 3,769.00	\$ 7,538.00	\$ 730.00	\$ 1,460.00
65	ALUMINUM SIGNALS POLES (F&I) (PEDESTAL)	6	EA	\$1,141.82	\$ 902.25	\$ 934.50	\$ 5,607.00	\$ 870.00	\$ 5,220.00
66	STEEL MAST ARM ASSEMBLY (F&I) (150 WITH SIGNAL BACKPLATES) (70.5')	1	EA	\$38,255.00	\$ 38,851.00	\$ 41,002.00	\$ 41,002.00	\$ 36,700.00	\$ 36,700.00
67	STEEL MAST ARM ASSEMBLY (F&I) (CUSTOM)	3	EA	\$38,045.24	\$ 31,796.50	\$ 34,293.00	\$ 102,879.00	\$ 29,300.00	\$ 87,900.00
68	VEHICULAR TRAFFIC SIGNAL (F&I - ALUMINUM) (3 SECTION, 1 WAY)	8	AS	\$951.30	\$ 932.00	\$ 924.00	\$ 7,392.00	\$ 940.00	\$ 7,520.00
69	VEHICULAR TRAFFIC SIGNAL (F&I - ALUMINUM) (4 SECTION, 1 WAY)	2	AS	\$1,706.00	\$ 1,186.00	\$ 1,092.00	\$ 2,184.00	\$ 1,280.00	\$ 2,560.00
70	VEHICULAR TRAFFIC SIGNAL (F&I - ALUMINUM) (5 SECTION-CLUSTER, 1 WAY)	4	AS	\$1,643.00	\$ 1,484.50	\$ 1,449.00	\$ 5,796.00	\$ 1,520.00	\$ 6,080.00
71	TRAFFIC SIGNAL HEAD, REMOVAL	6	AS	\$50.00	\$ 39.35	\$ 31.50	\$ 189.00	\$ 47.20	\$ 283.20
72	PEDESTRIAN SIGNAL (F&I - LED COUNTDOWN) (1 WAY)	2	AS	\$971.90	\$ 646.25	\$ 682.50	\$ 1,365.00	\$ 610.00	\$ 1,220.00
73	SYSTEM CONTROL EQUIPMENT, FURNISH & INSTALL, ADAPTIVE SIGNAL CONTROL SYSTEM- NEMA, CABINET EQUIPMENT	1	EA	\$45,000.00	\$ 46,432.50	\$ 45,465.00	\$ 45,465.00	\$ 47,400.00	\$ 47,400.00
74	SYSTEM CONTROL EQUIPMENT, FURNISH & INSTALL, ADAPTIVE SIGNAL CONTROL SYSTEM- NEMA, ABOVE GROUND EQUIPMENT	4	EA	\$4,500.00	\$ 5,408.50	\$ 6,457.00	\$ 25,828.00	\$ 4,360.00	\$ 17,440.00
75	PEDESTRIAN DETECTOR (F&I) (STANDARD)	4	EA	\$249.76	\$ 143.25	\$ 136.50	\$ 546.00	\$ 150.00	\$ 600.00
76	TRAFFIC CONTROLLER ASSEMBLY (F&I) (NEMA)	1	EA	\$25,080.00	\$ 26,751.00	\$ 26,302.00	\$ 26,302.00	\$ 27,200.00	\$ 27,200.00
77	PEDESTRIAN SIGNAL (REMOVE PEDESTRIAN SIGNAL)	3	EA	\$157.31	\$ 29.65	\$ 31.50	\$ 94.50	\$ 27.80	\$ 83.40
78	TRAFFIC CONTROLLER ASSEMBLY (F&I) (REMOVE CONTROLLER AND CABINET)	1	AS	\$814.68	\$ 276.00	\$ 252.00	\$ 252.00	\$ 300.00	\$ 300.00

OLD DIXIE HIGHWAY FROM PARK AVENUE TO NORTHLAKE BOULEVARD
PROJECT #2004506

				ENGINEERS ESTIMATE	BID AVERAGE	Community Asphalt Corp.		Ranger Construction Industries, Inc.	
				UNIT PRICE	UNIT PRICE	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
79	PEDESTRIAN DETECTOR (REMOVE)	1	AS	\$124.15	\$ 21.75	\$ 15.70	\$ 15.70	\$ 27.80	\$ 27.80
80	REMOVE SPAN WIRE ASSEMBLY	1	EA	\$600.00	\$ 611.75	\$ 283.50	\$ 283.50	\$ 940.00	\$ 940.00
81	REMOVE SMALL PULL BOX- UP TO 17X30	1	EA	\$125.00	\$ 133.00	\$ 126.00	\$ 126.00	\$ 140.00	\$ 140.00
82	REMOVE MISCELLANEOUS SIGNAL EQUIPMENT	1	EA	\$800.00	\$ 764.00	\$ 1,008.00	\$ 1,008.00	\$ 520.00	\$ 520.00
83	SIGN PANEL (F&I - OVERHEAD MOUNT) (UP to 12SF)	3	EA	\$500.00	\$ 427.75	\$ 535.50	\$ 1,606.50	\$ 320.00	\$ 960.00
84	INTERNALLY ILLUMINATED SIGN (F&I - OVERHEAD MOUNT) (UP to 12SF)	4	EA	\$2,825.00	\$ 2,196.50	\$ 2,373.00	\$ 9,492.00	\$ 2,020.00	\$ 8,080.00
85	LIGHTING CONDUCTORS (F&I) (No. 10)	900	LF	\$0.90	\$ 0.78	\$ 0.85	\$ 765.00	\$ 0.70	\$ 630.00
86	LUMINAIRE & BRACKET ARM (F&I) (ALUMINUM)	2	EA	\$2,282.61	\$ 885.50	\$ 1,291.00	\$ 2,582.00	\$ 480.00	\$ 960.00
87	LUMINAIRE & BRACKET - REMOVAL	2	EA	\$150.00	\$ 121.50	\$ 63.00	\$ 126.00	\$ 180.00	\$ 360.00
SUBTOTAL (SIGNAL)							\$ 325,057.45		\$ 293,694.50
CONTINGENCY UTILITY ITEMS:									
SEACOAST UTILITIES									
88	ADJUST WATER VALVE BOX	15	EA	\$300.00	\$ 299.50	\$ 289.00	\$ 4,335.00	\$ 310.00	\$ 4,650.00
89	MANHOLE TO BE ADJUSTED TO FINAL GRADE	10	EA	\$531.77	\$ 440.00	\$ 420.00	\$ 4,200.00	\$ 460.00	\$ 4,600.00
90	RELOCATE EXISTING FIRE HYDRANT	5	EA	\$1,382.50	\$ 4,045.00	\$ 3,890.00	\$ 19,450.00	\$ 4,200.00	\$ 21,000.00
91	SUPPORT AND PROTECT 10" DUCTILE IRON WATER MAIN	1,950	LF	\$10.00	\$ 9.73	\$ 8.65	\$ 16,867.50	\$ 10.80	\$ 21,060.00
92	SUPPORT AND PROTECT 8" DUCTILE IRON WATER MAIN	150	LF	\$9.00	\$ 8.60	\$ 7.20	\$ 1,080.00	\$ 10.00	\$ 1,500.00
93	ADJUST 12" DUCTILE IRON PIPE WATER MAIN	50	LF	\$15.00	\$ 13.65	\$ 13.10	\$ 655.00	\$ 14.20	\$ 710.00
94	ADJUST 6" DUCTILE IRON PIPE WATER MAIN	50	LF	\$8.00	\$ 7.98	\$ 7.65	\$ 382.50	\$ 8.30	\$ 415.00
ATT									
95	ADJUST AT&T BT CONDUIT	250	LF	\$3.00	\$ 3.28	\$ 3.15	\$ 787.50	\$ 3.40	\$ 850.00
96	SUPPORT AND PROTECT AT&T CABLE	250	LF	\$2.00	\$ 2.20	\$ 2.10	\$ 525.00	\$ 2.30	\$ 575.00
97	RELOCATE AT&T CABLE	250	LF	\$3.00	\$ 3.28	\$ 3.15	\$ 787.50	\$ 3.40	\$ 850.00
98	SUPPORT AND PROTECT AT&T CONDUIT	250	LF	\$2.20	\$ 2.20	\$ 2.10	\$ 525.00	\$ 2.30	\$ 575.00
SUBTOTAL (UTILITY)							\$ 49,595.00		\$ 56,785.00
CONTINGENCY ITEMS									
99	CLASS I CONCRETE (MISCELLANEOUS)	10	CY	\$200.00	\$ 203.75	\$ 177.50	\$ 1,775.00	\$ 230.00	\$ 2,300.00
100	INLETS (CURB) (TYPE J-5) (<10')	1	EA	\$8,000.00	\$ 8,090.00	\$ 7,770.00	\$ 7,770.00	\$ 8,410.00	\$ 8,410.00
101	INLETS (CURB) (TYPE J-6) (<10')	1	EA	\$9,000.00	\$ 9,638.50	\$ 9,277.00	\$ 9,277.00	\$ 10,000.00	\$ 10,000.00
102	MANHOLE (TYPE J-7) (<10')	1	EA	\$7,600.00	\$ 7,762.50	\$ 7,455.00	\$ 7,455.00	\$ 8,070.00	\$ 8,070.00
103	STORM SEWER CLEANING (EXIST.) (24" OR LESS) (SEE SP's)	200	LF	\$15.00	\$ 14.25	\$ 13.70	\$ 2,740.00	\$ 14.80	\$ 2,960.00
104	STORM SEWER CLEANING (EXIST.) (>24" TO 48") (SEE SP's)	100	LF	\$22.00	\$ 21.55	\$ 20.70	\$ 2,070.00	\$ 22.40	\$ 2,240.00
105	FLOWABLE FILL	10	CY	\$200.00	\$ 184.00	\$ 168.00	\$ 1,680.00	\$ 200.00	\$ 2,000.00
106	REMOVE AND DISPOSE OF UNSUITABLE MATERIALS	100	CY	\$40.00	\$ 38.45	\$ 36.00	\$ 3,600.00	\$ 40.90	\$ 4,090.00
SUBTOTAL (CONTINGENCY)							\$ 36,367.00		\$ 40,070.00

TOTAL BID AMOUNT

\$ 3,084,001.95

\$ 3,267,474.30

OLD DIXIE FROM PARK AVENUE TO NORTHLAKE BOULEVARD
PROJECT # 2004506

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:

All costs for Maintenance of Traffic (MOT) and mobilization shall be considered incidental to, and shall be included in, unit prices for the pay items.

All items shall include cost to furnish and install unless otherwise noted.

NPDES shall be included in mobilization

Prime and tack coat are considered incidental to asphalt construction

The cost of connecting to existing structures is incidental to cost of pipe.

All items can be increased or decreased or deleted as directed by the Engineer.

All disturbed areas adjacent to the project limits shall be restored to its original conditions including sod.

All utility coordinations during construction and any hold time associated with utilities is included of the contract duration.

Item 106 includes hauling, disposing and fees associated with all unsuitable materials found on site.

Working days to complete project: 270 calendar days, (See Special Provisions).

Bids as read at opening on Thursday, July 7, 2016; 2:00 PM

All bids subject to OSBA SBE compliance and Board Approval.

Prepared by: Donna Lewis, Technical Assistant III

Checked by: Holly B. Knight, P.E., Contracts Section Manager

AT&T florida

PROJECT NAME: Old Dixie Hwy. from Park Ave. to Northlake Blvd.

PROJECT NUMBER: 2004506

CONTRACTOR: Community Asphalt Corp.

ITEM	QUANTITY /UNITS	UNIT PRICE	AMOUNT
AT&T Items			
95	ADJUST AT&T BT CONDUIT 250 LF	\$3.15	\$787.50
96	SUPPORT AND PROTECT AT&T CABLE 250 LF	\$2.10	\$525.00
97	RELOCATE AT&T CABLE 250 LF	\$3.15	\$787.50
98	SUPPORT AND PROTECT AT&T CONDUIT 250 LF	\$2.10	\$525.00
AT&T TOTAL			\$2,625.00