

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

Meeting Date: May 16, 2017       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 City of Riviera Beach Utility District (City) for joint participation and project funding for construction of utility adjustments of Australian Avenue from West 10<sup>th</sup> Street to 300' north of West 13<sup>th</sup> Street (Project); and
  
- B) an agreement with AT&T Florida (AT&T) for joint participation and project funding for construction of utility adjustments of the project.

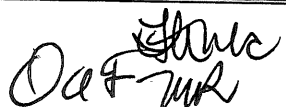
**SUMMARY:** These agreements are being submitted to the Clerk and Comptroller of Palm Beach County in accordance with Countywide PPM CW-O-051. The agreements were approved by the Deputy County Engineer as a delegated authority in accordance with Palm Beach County Administrative Code Section 404.00 on 9/27/16 for the City, and on 9/22/16 for AT&T. District 7 (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. City of Riviera Beach Utility District Agreement with Exhibits "A" and "B"
- 3. AT&T Florida Agreement with Exhibits "A" and "B"

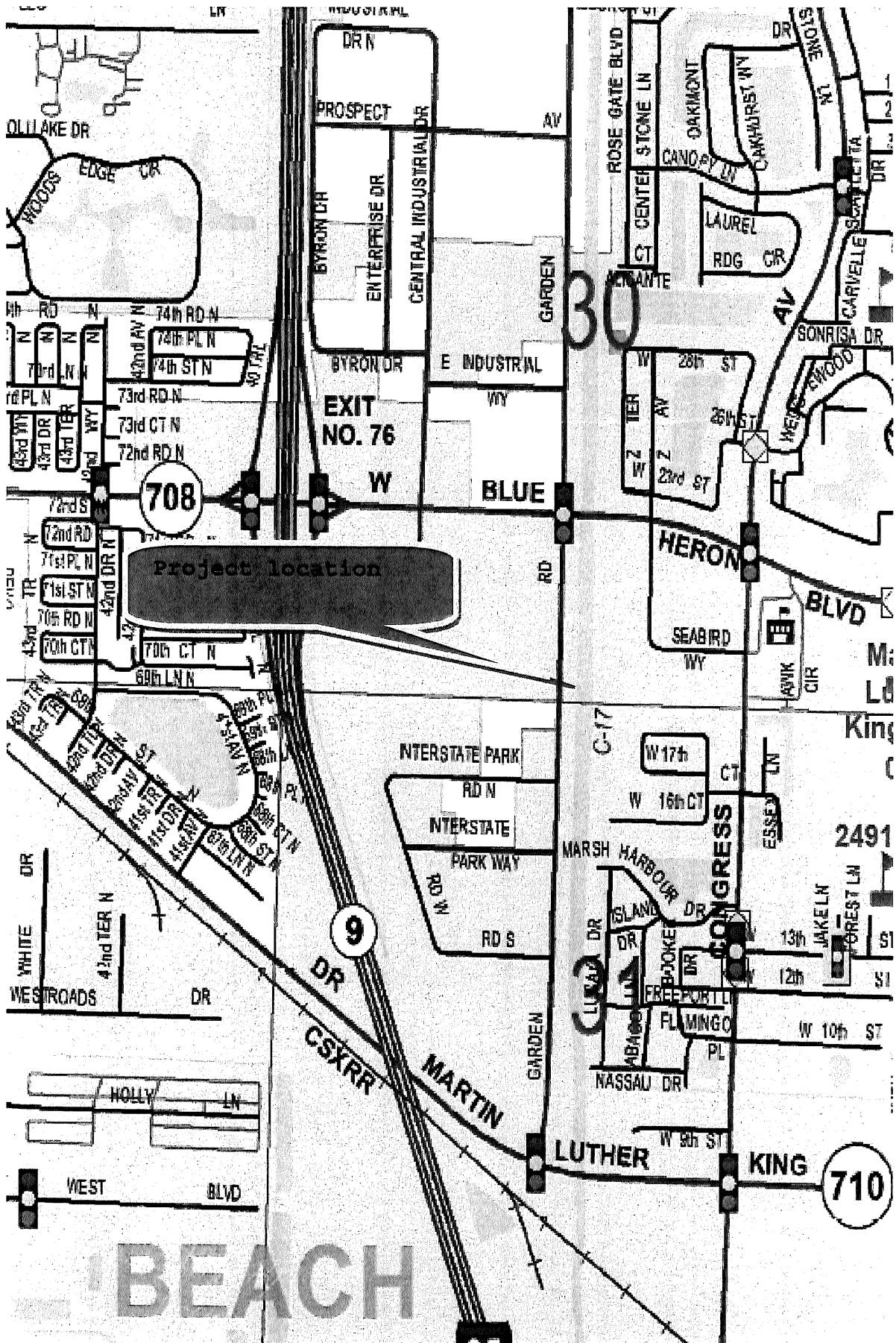
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Recommended by:       4/20/17  
   Department Director      Date

Approved By:       5/13/17  
   Assistant County Administrator      Date



PROJECT LOCATION



Garden Road from FDOT Canal to South of Blue Heron Boulevard

LOCATION MAP

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY, FLORIDA  
AND  
CITY OF RIVIERA BEACH UTILITY DISTRICT  
FOR JOINT PARTICIPATION AND PROJECT FUNDING  
FOR CONSTRUCTION AND UTILITY ADJUSTMENT OF  
GARDEN ROAD FROM FDOT CANAL TO SOUTH OF BLUE HERON BLVD.  
PALM BEACH COUNTY PROJECT NO. 2011904**

**THIS Interlocal Agreement**, (hereinafter "Agreement"), is made as of the 5 day of October, 2016, by and between Palm Beach County, a political subdivision of the State of Florida, (hereinafter "COUNTY") and the City of Riviera Beach Utility District, a municipal corporation existing under the laws of Florida, (hereinafter "DISTRICT"), each one constituting a public agency defined in Part I of Chapter 163, Florida Statutes.

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

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

**WHEREAS**, the COUNTY intends to improve the Garden Road from FDOT Canal to S. of Blue Heron Blvd. (hereinafter the "Project"); and

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

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

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

Section 1. Recitals.

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

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

COUNTY shall provide construction and administrative services to the Project as more specifically described in the Bid Documents for Palm Beach County Project No. 2011904. Said Bid Documents include the Work as shown in DISTRICT prepared Utility Matrix, Applicable Technical Specifications, Standard Construction Details, and Approved Product List. The Project, as set forth in this Agreement, shall be performed on the Garden Road from FDOT Canal to S. of Blue Heron Blvd.

Section 3. Responsibilities and Duties:

- A. DISTRICT shall reimburse COUNTY a total estimated cost of **One Hundred Thirty Eight Thousand Nine Hundred Eighty Five Dollars and Forty Cents (\$138,985.40)**, 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 City of Riviera Beach Utility District Utility Items shall be paid by the DISTRICT.
- B. Costs shall be based upon actual contract costs using contract unit prices and actual constructed quantities, said quantities being measured by the COUNTY with concurrence by the TOWN.
- C. COUNTY shall obtain written approval from the DISTRICT in advance of any change orders, including any costs associated with the DISTRICT'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 DISTRICT shall repair and maintain the Work, at DISTRICT 'S expense.

Section 4. Payments/Invoicing and Reimbursement:

The COUNTY will invoice the DISTRICT on a periodic basis during construction of the Project and the Work. The DISTRICT agrees to provide to COUNTY reimbursement funding for documented costs for the Work in the amount established in Section 3.A. Upon COUNTY'S submission of acceptable documents needed to substantiate their costs for the Work, DISTRICT will use its best efforts to provide said funds to COUNTY on a reimbursement basis within thirty

(30) days of receipt of all required documents. COUNTY shall submit all invoices to the DISTRICT identifying the Work, including COUNTY'S total expenditure for the Project, and identifying the amount attributable to the Work under Exhibit "A". COUNTY shall supply any further documentation such as copies of paid receipts, canceled checks, invoices and other documents deemed necessary by the DISTRICT within seven (7) calendar days of request by the TOWN. Invoices received from COUNTY will be reviewed and approved by the DISTRICT to insure that expenditures have been made in conformity with this Agreement. Invoices will normally be paid within thirty (30) days following approval. In no event shall the DISTRICT provide advance funding to the COUNTY.

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

Section 5. Repayment

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

Section 6. Access and Audits:

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

Section 7. Independent Contractor:

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

COUNTY does not have the power or authority to bind the DISTRICT in any promise, Agreement or representation.

Section 8. Personnel:

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

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

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

Section 9. Indemnification:

The DISTRICT and COUNTY recognize 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 DISTRICT 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 DISTRICT or COUNTY to indemnify each other for sole negligence, or willful or intentional acts of the other. The foregoing indemnification shall survive termination of this Agreement.

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 DISTRICT.

Section 10. Annual Appropriation:

All provisions of this Agreement calling for the expenditure of ad valorem tax money by either the COUNTY or the DISTRICT are subject to annual budgetary funding and should either Party involuntarily fail to fund any of their respective obligations pursuant to the Agreement, this Agreement may be terminated. However, once the Project has been awarded to the COUNTY contractor, it shall be prosecuted to completion and this Agreement shall be binding upon the parties and neither party shall have the right to terminate the subject Agreement for the reason that the sufficient funds are not available for the construction of the Project.

Section 11. Breach and Opportunity to Cure:

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

Section 12. Enforcement Costs:

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

Section 13. Notice:

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

All notice to the DISTRICT shall be sent to:

Leighton Walker, Utilities Engineer  
City of Riviera Beach Utility District  
600 West Blue Heron Boulevard  
Riviera Beach, Florida 33404

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

Section 23. Office of the Inspector General:

Palm Beach County has established the Office of the Inspector General, in Palm Beach County code section 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to Bid or any resulting contract.

Section 24. Public Entity Crime Certification:

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

Section 25. Severability:

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

Section 26. Entirety of Agreement:

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

Section 27. Survival:

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

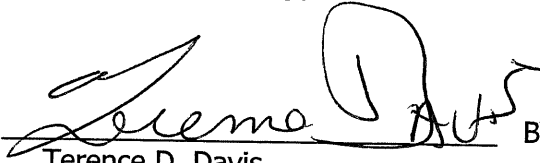
Section 28. Term:

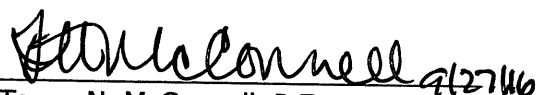
The term of this Agreement shall be effective on the date of execution of this Agreement by both parties.

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

CITY OF RIVIERA BEACH  
UTILITY SPECIAL DISTRICT

PALM BEACH COUNTY, FLORIDA

BY:   
Terence D. Davis,  
Chairperson

BY:  9/27/16  
Tanya N. McConnell, P.E.,  
Deputy County Engineer

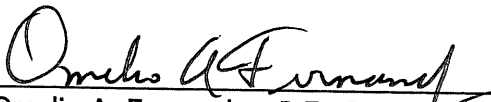
ATTEST:

ATTEST:

APPROVED AS TO TERMS  
AND CONDITIONS:

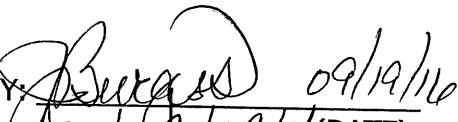
APPROVED AS TO TERMS  
AND CONDITIONS:

BY:   
Ruth Jones  
City Manager

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

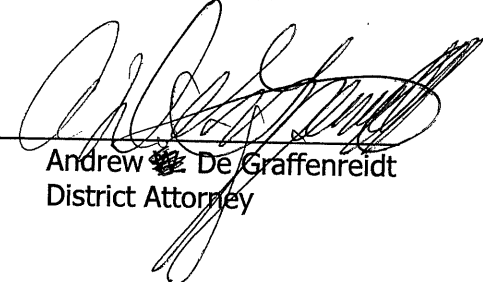
ATTEST:

Claudene L. Anthony, CMC  
DISTRICT CLERK

BY:  09/19/16  
Deputy City Clerk (DATE)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY:   
Andrew De Graffenreid  
District Attorney

BY:   
Assistant County Attorney

**GARDEN ROAD  
SOUTH OF FDOT CANAL TO SOUTH OF BLUE HERON BLVD.  
PBC PROJECT #2011904**

				AVERAGE OF BID ITEMS FOR ALL BIDDERS	ENGINEERS ESTIMATE	COMMUNITY ASPHALT CORP	ROSSO SITE DEVELOPMENT INC		
ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
<b>ROADWAY ITEMS</b>									
1	MOBILIZATION	1	LS	\$ 80,833.14	\$125,000.00	\$ 37,550.00	\$ 37,550.00	\$124,116.28	\$ 124,116.28
2	MAINTENANCE OF TRAFFIC (INCLUDES PEDESTRIAN MOT)	1	LS	\$ 78,320.97	\$40,000.00	\$117,100.00	\$ 117,100.00	\$ 39,541.93	\$ 39,541.93
3	EXISTING BRIDGE DEMOLITION, REMOVAL & DISPOSAL	1	LS	\$ 62,740.00	\$225,000.00	\$ 69,480.00	\$ 69,480.00	\$ 56,000.00	\$ 56,000.00
4	CLEARING AND GRUBBING	1	LS	\$ 57,504.23	\$25,000.00	\$ 70,310.00	\$ 70,310.00	\$ 44,698.46	\$ 44,698.46
5	REGULAR EXCAVATION	1595	CY	\$ 21.10	\$11.07	\$ 13.70	\$ 21,851.50	\$ 28.50	\$ 45,457.50
6	TYPE B STABILIZATION (LBR 40)	3992	SY	\$ 8.27	\$6.77	\$ 4.40	\$ 17,564.80	\$ 12.13	\$ 48,422.96
7	BASEROCK OPTIONAL BASE GROUP 7	3599	SY	\$ 16.25	\$30.00	\$ 12.50	\$ 44,987.50	\$ 20.00	\$ 71,980.00
8	BASEROCK OPTIONAL BASE GROUP 13	1382	SY	\$ 34.92	\$36.10	\$ 24.70	\$ 34,135.40	\$ 45.13	\$ 62,369.66
9	TYPE SP STRUCTURAL COURSE (TRAFFIC C) (1.5")	448	TN	\$ 104.98	\$173.94	\$ 106.00	\$ 47,488.00	\$ 103.95	\$ 46,569.60
10	TYPE SP STRUCTURAL COURSE (TRAFFIC C) (2.5")	626	TN	\$ 107.60	\$173.93	\$ 106.00	\$ 66,356.00	\$ 109.20	\$ 68,359.20
11	TYPE FC 9.5 FRICTION COURSE (1")	326	TN	\$ 136.75	\$135.02	\$ 137.00	\$ 44,662.00	\$ 136.50	\$ 44,499.00
12	MILL EXISTING ASPHALT PAVEMENT (1.0" THICKNESS)	456	SY	\$ 7.33	\$4.86	\$ 7.30	\$ 3,328.80	\$ 7.35	\$ 3,351.60
13	MILL EXISTING ASPHALT PAVEMENT (1.5" THICKNESS)	3870	SY	\$ 3.08	\$6.00	\$ 3.10	\$ 11,997.00	\$ 3.05	\$ 11,803.50
14	INLETS DITCH BOTTOM (TYPE C)	3	EA	\$ 2,478.75	\$2,986.35	\$ 2,490.00	\$ 7,470.00	\$ 2,467.50	\$ 7,402.50
15	CONCRETE PIPE CULVERT 18"	218	LF	\$ 52.19	\$88.68	\$ 52.40	\$ 11,423.20	\$ 51.98	\$ 11,331.64
16	CONCRETE CURB AND GUTTER (TYPE F)	176	LF	\$ 30.14	\$28.69	\$ 26.50	\$ 4,664.00	\$ 33.78	\$ 5,945.28
17	SODDING	5916	SY	\$ 2.71	\$8.11	\$ 2.10	\$ 12,423.60	\$ 3.31	\$ 19,581.96
18	RUBBLE RIP-RAP	75	TN	\$ 126.50	\$79.60	\$ 127.00	\$ 9,525.00	\$ 126.00	\$ 9,450.00
19	TRAFFIC SIGNAL LOOP ASSEMBLY (TYPE F 26 LF)	1	EA	\$ 951.25	\$600.000	\$ 1,010.00	\$ 1,010.00	\$ 892.50	\$ 892.50
20	TRAFFIC SIGNAL LOOP ASSEMBLY (TYPE F 46 LF)	1	EA	\$ 1,241.25	\$900.00	\$ 1,590.00	\$ 1,590.00	\$ 892.50	\$ 892.50
21	STORM SEWER PUMPING (EXISTING 24" OR LESS)	160	LF	\$ 9.48	\$4.16	\$ 9.50	\$ 1,520.00	\$ 9.45	\$ 1,512.00
<b>SUBTOTAL</b>				-	-	\$ 636,436.80		\$ 724,178.07	
<b>CONTINGENCY ITEMS</b>									
22	FLOWABLE FILL	10	CY	\$ 168.50	\$262.83	\$ 169.00	\$ 1,690.00	\$ 168.00	\$ 1,680.00
23	MESSAGE BOARDS (NON-MOT)	2	EA	\$ 41.55	\$140.00	\$ 20.10	\$ 40.20	\$ 63.00	\$ 126.00
24	TRAFFIC SAFETY OFFICER (NON-MOT)	8	HRS	\$ 62.20	\$62.76	\$ 61.40	\$ 491.20	\$ 63.00	\$ 504.00
25	SUPPORT & PROTECT BURIED CABLES	14	EA	\$ 84.35	\$600.00	\$ 84.70	\$ 1,185.80	\$ 84.00	\$ 1,176.00
26	SUPPORT & PROTECT CONDUITS	2	EA	\$ 184.38	\$600.00	\$ 185.00	\$ 370.00	\$ 183.75	\$ 367.50
27	ADJUST CONDUITS	2	EA	\$ 421.50	\$1,200.00	\$ 423.00	\$ 846.00	\$ 420.00	\$ 840.00
28	ADJUST CONDUITS (4-4" DIA.)	110	LF	\$ 16.34	\$30.00	\$ 16.40	\$ 1,804.00	\$ 16.28	\$ 1,790.80
29	PREMIUM FOR CONFLICT CONDITION (SEE SP'S)	3	EA	\$ 4,430.00	\$3,700.00	\$ 4,450.00	\$ 13,350.00	\$ 4,410.00	\$ 13,230.00
30	SUBSOIL EXCAVATION	50	CY	\$ 53.70	\$30.00	\$ 54.90	\$ 2,745.00	\$ 52.50	\$ 2,625.00
31	STORM SEWER CLEANING (24" OR LESS)	160	LF	\$ 15.55	\$9.04	\$ 15.60	\$ 2,496.00	\$ 15.49	\$ 2,478.40
<b>SUBTOTAL</b>				-	-	\$ 25,018.20		\$ 24,817.70	
<b>WATER UTILITY ITEMS</b>									
32	REMOVE AND DISPOSE OF DIP WATER MAIN	98	LF	\$ 23.20	\$17.00	\$ 23.30	\$ 2,283.40	\$ 23.10	\$ 2,263.80
33	FURNISH AND INSTALL 12" DIP WATER MAIN	98	LF	\$ 102.43	\$75.00	\$ 103.00	\$ 10,094.00	\$ 101.85	\$ 9,981.30
34	FURNISH AND INSTALL DIP WATER MAIN FITTINGS	0.22	TN	\$ 4,112.50	\$9,300.00	\$ 4,130.00	\$ 908.60	\$ 4,095.00	\$ 900.90
35	FURNISH AND INSTALL 12" GATE VALVE W/ BOX	2	EA	\$ 2,670.88	\$2,000.00	\$ 2,680.00	\$ 5,360.00	\$ 2,661.75	\$ 5,323.50
36	CONNECT TO EXISTING WATER MAIN	2	EA	\$ 1,792.50	\$450.00	\$ 1,800.00	\$ 3,600.00	\$ 1,785.00	\$ 3,570.00
37	RESTRAIN EXISTING WATER MAIN	33	LF	\$ 63.25	\$100.00	\$ 63.50	\$ 2,095.50	\$ 63.00	\$ 2,079.00
38	REMOVE AND DISPOSE OF DIP FORCE MAIN	120	LF	\$ 35.85	\$17.00	\$ 36.00	\$ 4,320.00	\$ 35.70	\$ 4,284.00
39	FURNISH AND INSTALL 12" DIP FORCE MAIN	120	LF	\$ 125.48	\$80.00	\$ 126.00	\$ 15,120.00	\$ 124.95	\$ 14,994.00
40	FURNISH AND INSTALL DIP FORCE MAIN FITTINGS	0.22	TN	\$ 4,430.00	\$9,500.00	\$ 4,450.00	\$ 979.00	\$ 4,410.00	\$ 970.20
41	FURNISH AND INSTALL 12" PLUG VALVE W/ BOX	1	EA	\$ 3,864.13	\$2,085.00	\$ 3,880.00	\$ 3,880.00	\$ 3,848.25	\$ 3,848.25

**GARDEN ROAD  
SOUTH OF FDOT CANAL TO SOUTH OF BLUE HERON BLVD.  
PBC PROJECT #2011904**

AVERAGE OF BID ITEMS FOR ALL BIDDERS	ENGINEERS ESTIMATE	COMMUNITY ASPHALT CORP	ROSSO SITE DEVELOPMENT INC
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ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
42	FURNISH AND INSTALL AIR RELEASE VALVE W/ MANHOLE	1	EA	\$ 7,551.63	\$9,365.00	\$ 7,580.00	\$ 7,580.00	\$ 7,523.25	\$ 7,523.25
43	CONNECT TO EXISTING FORCE MAIN	2	EA	\$ 1,024.25	\$450.00	\$ 1,030.00	\$ 2,060.00	\$ 1,018.50	\$ 2,037.00
44	RESTRAIN EXISTING FORCE MAIN	33	LF	\$ 63.25	\$100.00	\$ 63.50	\$ 2,095.50	\$ 63.00	\$ 2,079.00
45	FURNISH AND INSTALL 12" LINE STOP	2	EA	\$ 7,945.88	\$5,500.00	\$ 7,980.00	\$ 15,960.00	\$ 7,911.75	\$ 15,823.50
46	ADJUST EXISTING VALVE ELEVATION	1	EA	\$ 563.88	\$700.00	\$ 566.00	\$ 566.00	\$ 561.75	\$ 561.75
47	BYPASS PUMPING	1	LS	\$ 21,981.25	\$20,000.00	\$ 22,070.00	\$ 22,070.00	\$ 21,892.50	\$ 21,892.50
48	UTILITY RECORD DRAWINGS	1	LS	\$ 934.15	\$5,000.00	\$ 938.00	\$ 938.00	\$ 930.30	\$ 930.30
<b>SUBTOTAL</b>				-	-	<b>\$ 99,910.00</b>		<b>\$ 99,062.25</b>	
<b>TOTAL BID = SUBTOTAL ROADWAY + SUBTOTAL CONTINGENCY + SUBTOTAL WATER UTILITY</b>				-	-	<b>\$ 761,365.00</b>		<b>\$ 848,058.02</b>	
<b>BRIDGE ITEMS</b>									
<b>BRIDGE REPLACEMENT ALTERNATE #1 ITEMS</b>									
49	EMBANKMENT (COMPACTED IN PLACE)	766	CY	\$ 9.75	\$19.00	\$ 9.00	\$ 6,894.00	\$ 10.50	\$ 8,043.00
50	CLASS II CONCRETE ENDWALL	28.8	CY	\$ 2,781.42	\$750.00	\$ 2,010.00	\$ 57,888.00	\$ 3,552.83	\$ 102,321.50
51	REINFORCING STEEL	2,498	LB	\$ 0.60	\$2.00	\$ 0.60	\$ 1,498.80	\$ 0.60	\$ 1,498.80
52	CONCRETE PIPE CULVERT (72")	77	LF	\$ 554.61	\$282.20	\$ 535.00	\$ 41,195.00	\$ 574.21	\$ 44,214.17
<b>TOTAL ALTERNATIVE #1 ITEMS</b>				-	-	<b>\$ 107,475.80</b>		<b>\$ 156,077.47</b>	
<b>BRIDGE REPLACEMENT ALTERNATE #2 ITEMS</b>									
53	EMBANKMENT (COMPACTED IN PLACE)	819	CY	\$ 9.75	\$19.00	\$ 9.00	\$ 7,371.00	\$ 10.50	\$ 8,599.50
54	CLASS II CONCRETE ENDWALL	61.6	CY	\$ 1,875.27	\$750.00	\$ 1,530.00	\$ 94,248.00	\$ 2,220.54	\$ 136,785.26
55	REINFORCING STEEL	6,357	LB	\$ 0.60	\$2.00	\$ 0.60	\$ 3,814.20	\$ 0.60	\$ 3,814.20
56	CONCRETE PIPE CULVERT (72")	77	LF	\$ 557.85	\$282.20	\$ 534.00	\$ 41,118.00	\$ 581.69	\$ 44,790.13
<b>TOTAL ALTERNATIVE #2 ITEMS</b>				-	-	<b>\$ 146,551.20</b>		<b>\$ 193,989.09</b>	
<b>BRIDGE REPLACEMENT ALTERNATE #3 ITEMS</b>									
57	EMBANKMENT (COMPACTED IN PLACE)	669	CY	\$ 9.75	\$19.00	\$ 9.00	\$ 6,021.00	\$ 10.50	\$ 7,024.50
58	CLASS II CONCRETE ENDWALLS & BOX CULVERT	97.7	CY	\$ 1,763.43	\$750.00	\$ 1,530.00	\$ 149,481.00	\$ 1,996.85	\$ 195,092.25
59	REINFORCING STEEL	12,647	LB	\$ 0.80	\$2.00	\$ 0.80	\$ 10,117.60	\$ 0.79	\$ 9,991.13
<b>TOTAL ALTERNATIVE #3 ITEMS</b>				-	-	<b>\$ 165,619.60</b>		<b>\$ 212,107.88</b>	

<b>TOTAL BID + ALTERNATE #1</b>	<b>\$ 868,840.80</b>	<b>\$ 1,004,135.49</b>
<b>TOTAL BID + ALTERNATE #2</b>	<b>\$ 907,916.20</b>	<b>\$ 1,042,047.11</b>
<b>TOTAL BID + ALTERNATE #3</b>	<b>\$ 926,984.60</b>	<b>\$ 1,060,165.90</b>

**GARDEN ROAD  
SOUTH OF FDOT CANAL TO SOUTH OF BLUE HERON BLVD.  
PBC PROJECT #2011904**

*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:**

Note #	PAY ITEM FOOTNOTES
ITEM NO. 1:	PERMITTING AGENCY PRE-CONSTRUCTION MEETINGS AND NOTICES OF COMENCEMENT; COMPLIANCE WITH STORMWATER POLLUTION PREVENTION PLAN AND STORMWATER POLLUTION CONTROL PLAN; INSTALLATION OF EROSION/TURBIDITY CONTROLS INCLUDING SILT FENCES, INLET PROTECTION, INSPECTION AND REPORTING; PREPARATION AND SUBMITTAL OF CONSTRUCTION COMPLETION CERTIFICATIONS AND REQUIRED RECORD DRAWINGS BY A PROFESSIONAL ENGINEER AND/OR LAND SURVEYOR; UTILITY NOTIFICATIONS ARE CONSIDERED INCIDENTAL TO MOBILIZATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A SOUTH FLORIDA WATER MANAGEMENT DISTRICT, TEMPORARY RIGHT OF WAY OCCUPANCY PERMIT FOR WORK WITHIN SFWMD RIGHT-OF-WAY DURING CULVERT CONSTRUCTION. BONDING AND INSURANCE REQUIREMENTS FOR THE TEMPORARY OCCUPANCY PERMIT ARE CONSIDERED INCIDENTAL TO THIS ITEM.
ITEM NO. 2:	INCLUDES ALL ITEMS FOR MAINTENANCE OF TRAFFIC NOT INCLUDED FOR PAYMET UNDER SEPARATE ITEMS AND AS DIRECTED BY PALM BEACH COUNTY. MAINTENANCE OF TRAFFIC SHALL BE BASED ON PRIORITIZING BRIDGE REPLACEMENT SO AS TO ALLOW THRU TRAFFIC AS SOON AS POSSIBLE. MAINTENANCE OF TRAFFIC SHALL BE BASED ON A MAXIMUM ROAD CLOSURE OF TEN DAYS FOR THE PURPOSES OF BRIDGE DEMOLITION AND CULVERT CONSTRUCTION. EXCEPT FOR THE ALLOWED ROAD CLOSURE ALL OTHER MAINTENANCE OF TRAFFIC SHALL ACCOMMODATE THRU TRAFFIC ALONG GARDEN ROAD FOR THE REMAINDER OF CONSTRUCTION.
ITEM NO. 3:	PROPER DISPOSAL OF ALL BRIDGE DEBRIS IS CONSIDERED INCIDENTAL TO BRIDGE DEMOLITION.
ITEM NO. 4:	SAWCUT AND REMOVAL OF EXISTING ASPHALT & BASE AND/OR CONCRETE PER PLANS; REMOVAL AND RELOCATION OF PRIVATELY OWNED SYSTEMS INCLUDING IRRIGATION, MAILBOXES, FENCING, ETC.;; REMOVAL AND DISPOSAL, IN SUITABLE AREAS, OF EXCESS AND UNSUITABLE MATERIAL THAT MAY BE ENCOUNTERED DURING EXCAVATION; REMOVAL OF EXISTING RIP-RAP, PIPE AND GUARD RAIL IS CONSIDERED INCIDENTAL TO THE BID ITEM "CLEARING AND GRUBBING".
ITEM NO.S 5, 49, 53 & 57:	BERM CONSTRUCTION, SWALE CONSTRUCTION, RE-GRADING OF ROADWAYS, DRIVEWAYS, CANAL SECTIONS AND ALL OTHER ROUGH & FINISH EARTHWORK SHALL BE CONSIDERED INCIDENTAL TO THE BID ITEMS "EXCAVATION" AND "EMBANKMENT".
ITEM NO.S 7, 8, 9, 10 & 11:	PRIME AND TACK COATS ARE CONSIDERED INCIDENTAL TO ASPHALT CONSTRUCTION. COMPACTED SUBGRADE SHALL BE CONSIDERED INCIDENTAL TO BID ITEM 8, OPTIONAL BASE GROUP 13.
ITEM NO. 14:	EXCAVATION AND BACKFILL FOR STRUCTURES INCLUDING COST OF ANY SELECT BEDDING MATERIAL THAT MAY BE NECESSARY FOR A SATISFACTORY INSTALLATION AS DIRECTED BY PALM BEACH COUNTY IS CONSIDERED INCIDENTAL TO THE COST OF THE STRUCTURES.
ITEM NO.S 15, 52, 56 & 58:	WRAPPING OF FILTER FABRIC AROUND ALL PIPE JOINTS PER FDOT INDEX NO. 280; AND COST OF CORING EXISTING STRUCTURES FOR PIPE CONNECTIONS IS CONSIDERED INCIDENTAL TO THE COST OF THE PIPE.
ITEM NO. 16:	THE COSTS OF TRANSITION CURBS, FLARED END SECTIONS, STRAIGHT END SECTIONS, CONCRETE FLUMES AND SUBGRADE PREPARATION IS CONSIDERED INCIDENTAL TO CURB AND/OR GUTTER CONSTRUCTION.
ITEM NO. 17:	SODDING-SHALL BE IN ACCORDANCE WITH SECTION 575 OF THE GENERAL PROVISIONS OF THIS SPECIFICATION AND SHALL INCLUDE COSTS FOR FERTILIZER AND WATER UNTIL FINAL ACCEPTANCE.

*Working days to complete project: (180) calendar days, including a maximum 30 calendar day road closure (see Special Provisions)*

*Bids as read at opening on Tuesday, June 21, 2015; 2:00 PM*

*All bids subject to OSBA SBE compliance and Board Approval.*

*Prepared by: Daqaree Bartels-Gremling, Secretary & Will Carey, E.I., Project Coordinator I*

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

**EXHIBIT "B"**

**City of Riviera Beach Utility District**

**PROJECT NAME:** Garden Rd. Improvements

**PROJECT NUMBER:** 2011904

**CONTRACTOR:** Community Asphalt Corp.

<b>ITEM</b>	<b>QUANTITY /UNITS</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
<b>Utility District Water Items</b>			
32	REMOVE AND DISPOSE OF DIP WATER MAIN 98 LF	\$23.30	\$2,283.40
33	FURNISH AND INSTALL 12" DIP WATER MAIN 98 LF	\$103.00	\$10,094.00
34	FURNISH AND INSTALL DIP WATER MAIN FITTINGS 0.22 TN	\$4,130.00	\$908.60
35	FURNISH AND INSTALL 12" GATE VALVE W/ BOX 2 EA	\$2,680.00	\$5,360.00
36	CONNECT TO EXISTING WATER MAIN 2 EA	\$1,800.00	\$3,600.00
37	RESTRAIN EXISTING WATER MAIN 33 LF	\$63.50	\$2,095.50
38	REMOVE AND DISPOSE OF DIP FORCE MAIN 120 LF	\$36.00	\$4,320.00
39	FURNISH AND INSTALL 12" DIP FORCE MAIN 120 LF	\$126.00	\$15,120.00
40	FURNISH AND INSTALL DIP FORCE MAIN FITTINGS 0.22 TN	\$4,450.00	\$979.00
41	FURNISH AND INSTALL 12" PLUG VALVE W/ BOX 1 EA	\$3,880.00	\$3,880.00
42	FURNISH AND INSTALL AIR RELEASE VALVE W/ MANHOLE 1 EA	\$7,580.00	\$7,580.00
43	CONNECT TO EXISTING FORCE MAIN 2 EA	\$1,030.00	\$2,060.00
44	RESTRAIN EXISTING FORCE MAIN 33 LF	\$63.50	\$2,095.50
45	FURNISH AND INSTALL 12" LINE STOP 2 EA	\$7,980.00	\$15,960.00
46	ADJUST EXISTING VALVE ELEVATION 1 EA	\$566.00	\$566.00
47	BYPASS PUMPING 1 LS	\$22,070.00	\$22,070.00
48	UTILITY RECORD DRAWINGS 1 LS	\$938.00	\$938.00
<b>UTILITY DISTRICT SUBTOTAL</b>			<b><u>\$99,910.00</u></b>

<b>ITEM</b>	<b>QUANTITY / UNITS</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
<b>Bridge replacement Alternate #1 Items</b>			
49	EMBANKMENT (COMPACTED IN PLACE) 766 CY	\$9.00	\$6,894.00
50	CLASS II CONCRETE ENDWALL 28.8 CY	\$2,010.00	\$57,888.00
51	REINFORCING STEEL 2,498 LB	\$0.60	\$1,498.80
52	CONCRETE PIPE CULVERT (72") 77 LF	\$535.00	\$41,195.00
<b>TOTAL ALTERNATIVE #1 ITEMS</b>			<b><u>\$107,475.80</u></b>

<b>ITEM</b>	<b>QUANTITY / UNITS</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
<b>Bridge replacement Alternate #2 Items</b>			
53	EMBANKMENT (COMPACTED IN PLACE) 819 CY	\$9.00	\$7,371.00
54	CLASS II CONCRETE ENDWALL 61.6 CY	\$1,530.00	\$94,248.00
55	REINFORCING STEEL 6,357 LB	\$0.60	\$3,814.20
56	CONCRETE PIPE CULVERT (72") 77 LF	\$534.00	\$41,118.00
<b>TOTAL ALTERNATIVE #2 ITEMS</b>			<b><u>\$146,551.20</u></b>

**UTILITY DISTRICT GRAND TOTAL (Utility Items + Alt. #2 minus Alt. #1) \$138,985.40**



**AGREEMENT BETWEEN PALM BEACH COUNTY, FLORIDA  
AND  
AT & T Florida  
FOR JOINT PARTICIPATION AND PROJECT FUNDING  
IN CONSTRUCTION OF  
GARDEN ROAD FROM SOUTH OF FDOT CANAL TO SOUTH OF BLUE HERON  
BOULEVARD  
PALM BEACH COUNTY PROJECT NO. 2011904**

**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 Garden Rd. from S. of FDOT Canal to S. of Blue Heron 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. 2011904. 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 Garden Rd. from S. of FDOT Canal to S. of Blue Heron Blvd.

Section 3. Responsibilities and Duties:

A. AT&T shall reimburse COUNTY a total estimated cost of **Four Thousand Two Hundred Five Dollars and Eighty Cents (\$4,205.80)**, 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: Garth Bedward  
(Print Name)

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

[Signature]  
(Signature)

[Signature] 9/22/16  
(Signature)

ATTEST WITNESS:

APPROVED AS TO TERMS  
AND CONDITIONS:

BY: Eddie Herron  
(Print Name)

By: for 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



**GARDEN ROAD  
SOUTH OF FDOT CANAL TO SOUTH OF BLUE HERON BLVD.  
PBC PROJECT #2011904**

				AVERAGE OF BID ITEMS FOR ALL BIDDERS	ENGINEERS ESTIMATE	COMMUNITY ASPHALT CORP	ROSSO SITE DEVELOPMENT INC		
ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
<b>ROADWAY ITEMS</b>									
1	MOBILIZATION	1	LS	\$ 80,833.14	\$125,000.00	\$ 37,550.00	\$ 37,550.00	\$124,116.28	\$ 124,116.28
2	MAINTENANCE OF TRAFFIC (INCLUDES PEDESTRIAN MOT)	1	LS	\$ 78,320.97	\$40,000.00	\$117,100.00	\$ 117,100.00	\$ 39,541.93	\$ 39,541.93
3	EXISTING BRIDGE DEMOLITION, REMOVAL & DISPOSAL	1	LS	\$ 62,740.00	\$225,000.00	\$ 69,480.00	\$ 69,480.00	\$ 56,000.00	\$ 56,000.00
4	CLEARING AND GRUBBING	1	LS	\$ 57,504.23	\$25,000.00	\$ 70,310.00	\$ 70,310.00	\$ 44,698.46	\$ 44,698.46
5	REGULAR EXCAVATION	1595	CY	\$ 21.10	\$11.07	\$ 13.70	\$ 21,851.50	\$ 28.50	\$ 45,457.50
6	TYPE B STABILIZATION (LBR 40)	3992	SY	\$ 8.27	\$6.77	\$ 4.40	\$ 17,564.80	\$ 12.13	\$ 48,422.96
7	BASEROCK OPTIONAL BASE GROUP 7	3599	SY	\$ 16.25	\$30.00	\$ 12.50	\$ 44,987.50	\$ 20.00	\$ 71,980.00
8	BASEROCK OPTIONAL BASE GROUP 13	1382	SY	\$ 34.92	\$36.10	\$ 24.70	\$ 34,135.40	\$ 45.13	\$ 62,369.66
9	TYPE SP STRUCTURAL COURSE (TRAFFIC C) (1.5")	448	TN	\$ 104.98	\$173.94	\$ 106.00	\$ 47,488.00	\$ 103.95	\$ 46,569.60
10	TYPE SP STRUCTURAL COURSE (TRAFFIC C) (2.5")	626	TN	\$ 107.60	\$173.93	\$ 106.00	\$ 66,356.00	\$ 109.20	\$ 68,359.20
11	TYPE FC 9.5 FRICTION COURSE (1")	326	TN	\$ 136.75	\$135.02	\$ 137.00	\$ 44,662.00	\$ 136.50	\$ 44,499.00
12	MILL EXISTING ASPHALT PAVEMENT (1.0" THICKNESS)	456	SY	\$ 7.33	\$4.86	\$ 7.30	\$ 3,328.80	\$ 7.35	\$ 3,351.60
13	MILL EXISTING ASPHALT PAVEMENT (1.5" THICKNESS)	3870	SY	\$ 3.08	\$6.00	\$ 3.10	\$ 11,997.00	\$ 3.05	\$ 11,803.50
14	INLETS DITCH BOTTOM (TYPE C)	3	EA	\$ 2,478.75	\$2,986.35	\$ 2,490.00	\$ 7,470.00	\$ 2,467.50	\$ 7,402.50
15	CONCRETE PIPE CULVERT 18"	218	LF	\$ 52.19	\$88.68	\$ 52.40	\$ 11,423.20	\$ 51.98	\$ 11,331.64
16	CONCRETE CURB AND GUTTER (TYPE F)	176	LF	\$ 30.14	\$28.69	\$ 26.50	\$ 4,664.00	\$ 33.78	\$ 5,945.28
17	SODDING	5916	SY	\$ 2.71	\$8.11	\$ 2.10	\$ 12,423.60	\$ 3.31	\$ 19,581.96
18	RUBBLE RIP-RAP	75	TN	\$ 126.50	\$79.60	\$ 127.00	\$ 9,525.00	\$ 126.00	\$ 9,450.00
19	TRAFFIC SIGNAL LOOP ASSEMBLY (TYPE F 26 LF)	1	EA	\$ 951.25	\$600.000	\$ 1,010.00	\$ 1,010.00	\$ 892.50	\$ 892.50
20	TRAFFIC SIGNAL LOOP ASSEMBLY (TYPE F 46 LF)	1	EA	\$ 1,241.25	\$900.00	\$ 1,590.00	\$ 1,590.00	\$ 892.50	\$ 892.50
21	STORM SEWER PUMPING (EXISTING 24" OR LESS)	160	LF	\$ 9.48	\$4.16	\$ 9.50	\$ 1,520.00	\$ 9.45	\$ 1,512.00
<b>SUBTOTAL</b>				-	-	<b>\$ 636,436.80</b>		<b>\$ 724,178.07</b>	
<b>CONTINGENCY ITEMS</b>									
22	FLOWABLE FILL	10	CY	\$ 168.50	\$262.83	\$ 169.00	\$ 1,690.00	\$ 168.00	\$ 1,680.00
23	MESSAGE BOARDS (NON-MOT)	2	EA	\$ 41.55	\$140.00	\$ 20.10	\$ 40.20	\$ 63.00	\$ 126.00
24	TRAFFIC SAFETY OFFICER (NON-MOT)	8	HRS	\$ 62.20	\$62.76	\$ 61.40	\$ 491.20	\$ 63.00	\$ 504.00
25	SUPPORT & PROTECT BURIED CABLES	14	EA	\$ 84.35	\$600.00	\$ 84.70	\$ 1,185.80	\$ 84.00	\$ 1,176.00
26	SUPPORT & PROTECT CONDUITS	2	EA	\$ 184.38	\$600.00	\$ 185.00	\$ 370.00	\$ 183.75	\$ 367.50
27	ADJUST CONDUITS	2	EA	\$ 421.50	\$1,200.00	\$ 423.00	\$ 846.00	\$ 420.00	\$ 840.00
28	ADJUST CONDUITS (4-4" DIA.)	110	LF	\$ 16.34	\$30.00	\$ 16.40	\$ 1,804.00	\$ 16.28	\$ 1,790.80
29	PREMIUM FOR CONFLICT CONDITION (SEE SP'S)	3	EA	\$ 4,430.00	\$3,700.00	\$ 4,450.00	\$ 13,350.00	\$ 4,410.00	\$ 13,230.00
30	SUBSOIL EXCAVATION	50	CY	\$ 53.70	\$30.00	\$ 54.90	\$ 2,745.00	\$ 52.50	\$ 2,625.00
31	STORM SEWER CLEANING (24" OR LESS)	160	LF	\$ 15.55	\$9.04	\$ 15.60	\$ 2,496.00	\$ 15.49	\$ 2,478.40
<b>SUBTOTAL</b>				-	-	<b>\$ 25,018.20</b>		<b>\$ 24,817.70</b>	
<b>WATER UTILITY ITEMS</b>									
32	REMOVE AND DISPOSE OF DIP WATER MAIN	98	LF	\$ 23.20	\$17.00	\$ 23.30	\$ 2,283.40	\$ 23.10	\$ 2,263.80
33	FURNISH AND INSTALL 12" DIP WATER MAIN	98	LF	\$ 102.43	\$75.00	\$ 103.00	\$ 10,094.00	\$ 101.85	\$ 9,981.30
34	FURNISH AND INSTALL DIP WATER MAIN FITTINGS	0.22	TN	\$ 4,112.50	\$9,300.00	\$ 4,130.00	\$ 908.60	\$ 4,095.00	\$ 900.90
35	FURNISH AND INSTALL 12" GATE VALVE W/ BOX	2	EA	\$ 2,670.88	\$2,000.00	\$ 2,680.00	\$ 5,360.00	\$ 2,661.75	\$ 5,323.50
36	CONNECT TO EXISTING WATER MAIN	2	EA	\$ 1,792.50	\$450.00	\$ 1,800.00	\$ 3,600.00	\$ 1,785.00	\$ 3,570.00
37	RESTRAIN EXISTING WATER MAIN	33	LF	\$ 63.25	\$100.00	\$ 63.50	\$ 2,095.50	\$ 63.00	\$ 2,079.00
38	REMOVE AND DISPOSE OF DIP FORCE MAIN	120	LF	\$ 35.85	\$17.00	\$ 36.00	\$ 4,320.00	\$ 35.70	\$ 4,284.00
39	FURNISH AND INSTALL 12" DIP FORCE MAIN	120	LF	\$ 125.48	\$80.00	\$ 126.00	\$ 15,120.00	\$ 124.95	\$ 14,994.00
40	FURNISH AND INSTALL DIP FORCE MAIN FITTINGS	0.22	TN	\$ 4,430.00	\$9,500.00	\$ 4,450.00	\$ 979.00	\$ 4,410.00	\$ 970.20
41	FURNISH AND INSTALL 12" PLUG VALVE W/ BOX	1	EA	\$ 3,864.13	\$2,085.00	\$ 3,880.00	\$ 3,880.00	\$ 3,848.25	\$ 3,848.25

**GARDEN ROAD  
SOUTH OF FDOT CANAL TO SOUTH OF BLUE HERON BLVD.  
PBC PROJECT #2011904**

ITEM #	DESCRIPTION	QTY	UNIT	AVERAGE OF BID ITEMS FOR ALL BIDDERS		ENGINEERS ESTIMATE		COMMUNITY ASPHALT CORP		ROSSO SITE DEVELOPMENT INC	
				UNIT PRICE	UNIT PRICE	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL		
42	FURNISH AND INSTALL AIR RELEASE VALVE W/ MANHOLE	1	EA	\$ 7,551.63	\$9,365.00	\$ 7,580.00	\$ 7,580.00	\$ 7,523.25	\$ 7,523.25		
43	CONNECT TO EXISTING FORCE MAIN	2	EA	\$ 1,024.25	\$450.00	\$ 1,030.00	\$ 2,060.00	\$ 1,018.50	\$ 2,037.00		
44	RESTRAIN EXISTING FORCE MAIN	33	LF	\$ 63.25	\$100.00	\$ 63.50	\$ 2,095.50	\$ 63.00	\$ 2,079.00		
45	FURNISH AND INSTALL 12" LINE STOP	2	EA	\$ 7,945.88	\$5,500.00	\$ 7,980.00	\$ 15,960.00	\$ 7,911.75	\$ 15,823.50		
46	ADJUST EXISTING VALVE ELEVATION	1	EA	\$ 563.88	\$700.00	\$ 566.00	\$ 566.00	\$ 561.75	\$ 561.75		
47	BYPASS PUMPING	1	LS	\$ 21,981.25	\$20,000.00	\$ 22,070.00	\$ 22,070.00	\$ 21,892.50	\$ 21,892.50		
48	UTILITY RECORD DRAWINGS	1	LS	\$ 934.15	\$5,000.00	\$ 938.00	\$ 938.00	\$ 930.30	\$ 930.30		
<b>SUBTOTAL</b>				-	-	\$ 99,910.00	\$ 99,910.00	\$ 99,062.25	\$ 99,062.25		
<b>TOTAL BID = SUBTOTAL ROADWAY + SUBTOTAL CONTINGENCY + SUBTOTAL WATER UTILITY</b>				-	-	\$ 761,365.00	\$ 761,365.00	\$ 848,058.02	\$ 848,058.02		
<b>BRIDGE ITEMS</b>											
<b>BRIDGE REPLACEMENT ALTERNATE #1 ITEMS</b>											
49	EMBANKMENT (COMPACTED IN PLACE)	766	CY	\$ 9.75	\$19.00	\$ 9.00	\$ 6,894.00	\$ 10.50	\$ 8,043.00		
50	CLASS II CONCRETE ENDWALL	28.8	CY	\$ 2,781.42	\$750.00	\$ 2,010.00	\$ 57,888.00	\$ 3,552.83	\$ 102,321.50		
51	REINFORCING STEEL	2,498	LB	\$ 0.60	\$2.00	\$ 0.60	\$ 1,498.80	\$ 0.60	\$ 1,498.80		
52	CONCRETE PIPE CULVERT (72")	77	LF	\$ 554.61	\$282.20	\$ 535.00	\$ 41,195.00	\$ 574.21	\$ 44,214.17		
<b>TOTAL ALTERNATIVE #1 ITEMS</b>				-	-	\$ 107,475.80	\$ 107,475.80	\$ 156,077.47	\$ 156,077.47		
<b>BRIDGE REPLACEMENT ALTERNATE #2 ITEMS</b>											
53	EMBANKMENT (COMPACTED IN PLACE)	819	CY	\$ 9.75	\$19.00	\$ 9.00	\$ 7,371.00	\$ 10.50	\$ 8,599.50		
54	CLASS II CONCRETE ENDWALL	61.6	CY	\$ 1,875.27	\$750.00	\$ 1,530.00	\$ 94,248.00	\$ 2,220.54	\$ 136,785.26		
55	REINFORCING STEEL	6,357	LB	\$ 0.60	\$2.00	\$ 0.60	\$ 3,814.20	\$ 0.60	\$ 3,814.20		
56	CONCRETE PIPE CULVERT (72")	77	LF	\$ 557.85	\$282.20	\$ 534.00	\$ 41,118.00	\$ 581.69	\$ 44,790.13		
<b>TOTAL ALTERNATIVE #2 ITEMS</b>				-	-	\$ 146,551.20	\$ 146,551.20	\$ 193,989.09	\$ 193,989.09		
<b>BRIDGE REPLACEMENT ALTERNATE #3 ITEMS</b>											
57	EMBANKMENT (COMPACTED IN PLACE)	669	CY	\$ 9.75	\$19.00	\$ 9.00	\$ 6,021.00	\$ 10.50	\$ 7,024.50		
58	CLASS II CONCRETE ENDWALLS & BOX CULVERT	97.7	CY	\$ 1,763.43	\$750.00	\$ 1,530.00	\$ 149,481.00	\$ 1,996.85	\$ 195,092.25		
59	REINFORCING STEEL	12,647	LB	\$ 0.80	\$2.00	\$ 0.80	\$ 10,117.60	\$ 0.79	\$ 9,991.13		
<b>TOTAL ALTERNATIVE #3 ITEMS</b>				-	-	\$ 165,619.60	\$ 165,619.60	\$ 212,107.88	\$ 212,107.88		

<b>TOTAL BID + ALTERNATE #1</b>	<b>\$ 868,840.80</b>	<b>\$ 1,004,135.49</b>
<b>TOTAL BID + ALTERNATE #2</b>	<b>\$ 907,916.20</b>	<b>\$ 1,042,047.11</b>
<b>TOTAL BID + ALTERNATE #3</b>	<b>\$ 926,984.60</b>	<b>\$ 1,060,165.90</b>

**GARDEN ROAD  
SOUTH OF FDOT CANAL TO SOUTH OF BLUE HERON BLVD.  
PBC PROJECT #2011904**

*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:**

Note #	PAY ITEM FOOTNOTES
ITEM NO. 1:	PERMITTING AGENCY PRE-CONSTRUCTION MEETINGS AND NOTICES OF COMENCEMENT; COMPLIANCE WITH STORMWATER POLLUTION PREVENTION PLAN AND STORMWATER POLLUTION CONTROL PLAN; INSTALLATION OF EROSION/TURBIDITY CONTROLS INCLUDING SILT FENCES, INLET PROTECTION, INSPECTION AND REPORTING; PREPARATION AND SUBMITTAL OF CONSTRUCTION COMPLETION CERTIFICATIONS AND REQUIRED RECORD DRAWINGS BY A PROFESSIONAL ENGINEER AND/OR LAND SURVEYOR; UTILITY NOTIFICATIONS ARE CONSIDERED INCIDENTAL TO MOBILIZATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A SOUTH FLORIDA WATER MANAGEMENT DISTRICT, TEMPORARY RIGHT OF WAY OCCUPANCY PERMIT FOR WORK WITHIN SFWMD RIGHT-OF-WAY DURING CULVERT CONSTRUCTION. BONDING AND INSURANCE REQUIREMENTS FOR THE TEMPORARY OCCUPANCY PERMIT ARE CONSIDERED INCIDENTAL TO THIS ITEM.
ITEM NO. 2:	INCLUDES ALL ITEMS FOR MAINTENANCE OF TRAFFIC NOT INCLUDED FOR PAYMET UNDER SEPARATE ITEMS AND AS DIRECTED BY PALM BEACH COUNTY. MAINTENANCE OF TRAFFIC SHALL BE BASED ON PRIORITIZING BRIDGE REPLACEMENT SO AS TO ALLOW THRU TRAFFIC AS SOON AS POSSIBLE. MAINTENANCE OF TRAFFIC SHALL BE BASED ON A MAXIMUM ROAD CLOSURE OF TEN DAYS FOR THE PURPOSES OF BRIDGE DEMOLITION AND CULVERT CONSTRUCTION. EXCEPT FOR THE ALLOWED ROAD CLOSURE ALL OTHER MAINTENANCE OF TRAFFIC SHALL ACCOMMODATE THRU TRAFFIC ALONG GARDEN ROAD FOR THE REMAINDER OF CONSTRUCTION.
ITEM NO. 3:	PROPER DISPOSAL OF ALL BRIDGE DEBRIS IS CONSIDERED INCIDENTAL TO BRIDGE DEMOLITION.
ITEM NO. 4:	SAWCUT AND REMOVAL OF EXISTING ASPHALT & BASE AND/OR CONCRETE PER PLANS; REMOVAL AND RELOCATION OF PRIVATELY OWNED SYSTEMS INCLUDING IRRIGATION, MAILBOXES, FENCING, ETC.;; REMOVAL AND DISPOSAL, IN SUITABLE AREAS, OF EXCESS AND UNSUITABLE MATERIAL THAT MAY BE ENCOUNTERED DURING EXCAVATION; REMOVAL OF EXISTING RIP-RAP, PIPE AND GUARD RAIL IS CONSIDERED INCIDENTAL TO THE BID ITEM "CLEARING AND GRUBBING".
ITEM NO.S 5, 49, 53 & 57:	BERM CONSTRUCTION, SWALE CONSTRUCTION, RE-GRADING OF ROADWAYS, DRIVEWAYS, CANAL SECTIONS AND ALL OTHER ROUGH & FINISH EARTHWORK SHALL BE CONSIDERED INCIDENTAL TO THE BID ITEMS "EXCAVATION" AND "EMBANKMENT".
ITEM NO.S 7, 8, 9, 10 & 11:	PRIME AND TACK COATS ARE CONSIDERED INCIDENTAL TO ASPHALT CONSTRUCTION. COMPACTED SUBGRADE SHALL BE CONSIDERED INCIDENTAL TO BID ITEM 8, OPTIONAL BASE GROUP 13.
ITEM NO. 14:	EXCAVATION AND BACKFILL FOR STRUCTURES INCLUDING COST OF ANY SELECT BEDDING MATERIAL THAT MAY BE NECESSARY FOR A SATISFACTORY INSTALLATION AS DIRECTED BY PALM BEACH COUNTY IS CONSIDERED INCIDENTAL TO THE COST OF THE STRUCTURES.
ITEM NO.S 15, 52, 56 & 58:	WRAPPING OF FILTER FABRIC AROUND ALL PIPE JOINTS PER FDOT INDEX NO. 280; AND COST OF CORING EXISTING STRUCTURES FOR PIPE CONNECTIONS IS CONSIDERED INCIDENTAL TO THE COST OF THE PIPE.
ITEM NO. 16:	THE COSTS OF TRANSITION CURBS, FLARED END SECTIONS, STRAIGHT END SECTIONS, CONCRETE FLUMES AND SUBGRADE PREPARATION IS CONSIDERED INCIDENTAL TO CURB AND/OR GUTTER CONSTRUCTION.
ITEM NO. 17:	SODDING-SHALL BE IN ACCORDANCE WITH SECTION 575 OF THE GENERAL PROVISIONS OF THIS SPECIFICATION AND SHALL INCLUDE COSTS FOR FERTILIZER AND WATER UNTIL FINAL ACCEPTANCE.

*Working days to complete project: (180) calendar days, including a maximum 30 calendar day road closure (see Special Provisions)*

*Bids as read at opening on Tuesday, June 21, 2015; 2:00 PM*

*All bids subject to OSBA SBE compliance and Board Approval.*

*Prepared by: Daqaree Bartels-Gremling, Secretary & Will Carey, E.I., Project Coordinator I*

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

**EXHIBIT "B"**

**AT & T Florida**

**PROJECT NAME:** Garden Rd. Improvements

**PROJECT NUMBER:** 2011904

**CONTRACTOR:** Community Asphalt Corp.

<u>ITEM</u>	<u>QUANTITY /UNITS</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b>AT &amp; T Contingency Items</b>			
25	SUPPORT & PROTECT BURIED CABLES 14 EA	\$84.70	\$1,185.80
26	SUPPORT & PROTECT CONDUITS 2 EA	\$185.00	\$370.00
27	ADJUST CONDUITS 2 EA	\$423.00	\$846.00
28	ADJUST CONDUITS (4-4" DIA.) 110 LF	\$16.40	\$1,804.00
<b>Total AT &amp; T Contingency Items</b>			<b><u>\$4,205.80</u></b>