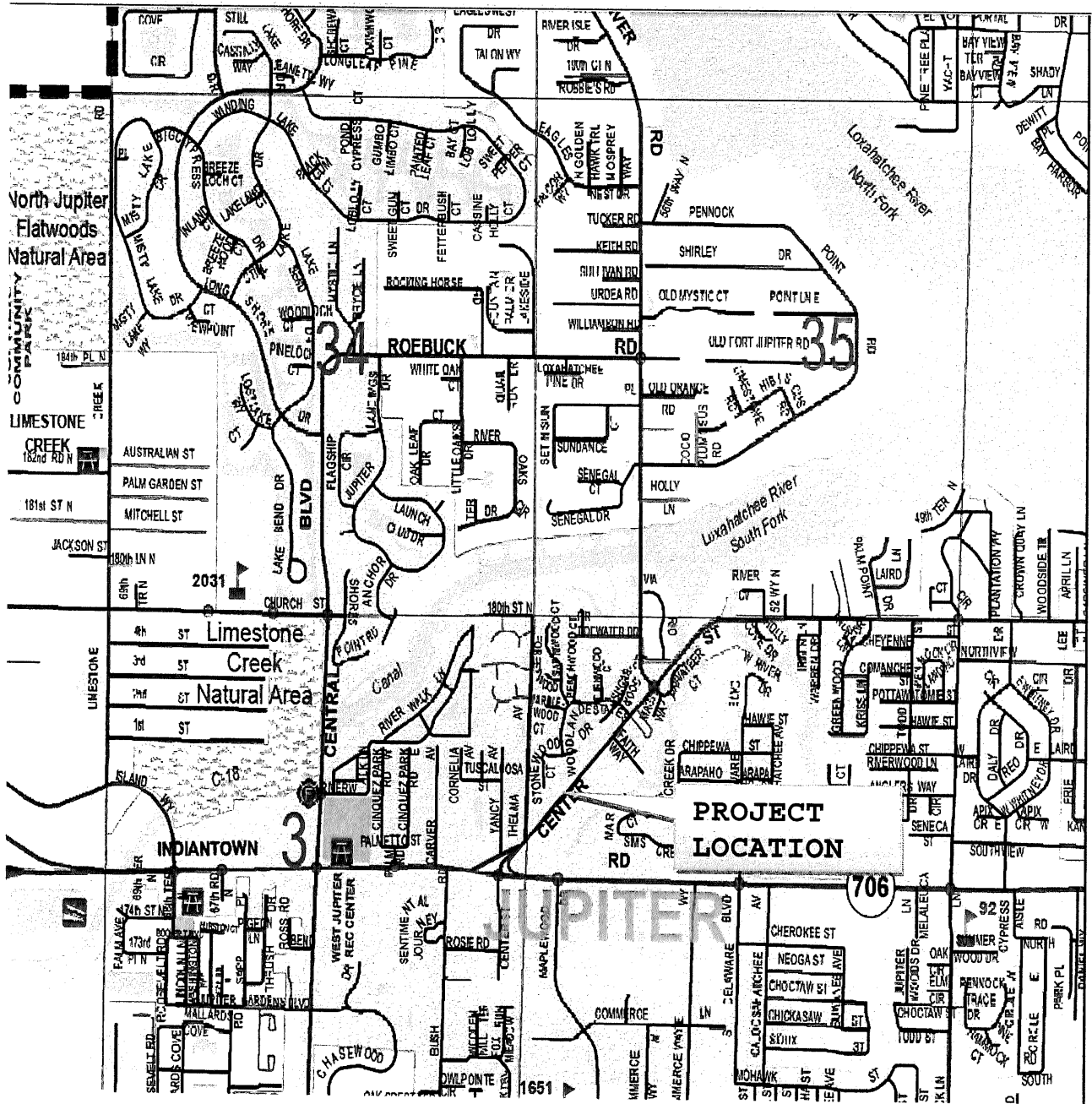






PROJECT LOCATION



Center St. from Thelma Ave. to Woodlake Estates Dr.

LOCATION MAP

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY, FLORIDA  
AND  
TOWN OF JUPITER  
FOR JOINT PARTICIPATION AND PROJECT FUNDING  
FOR CONSTRUCTION AND UTILITY ADJUSTMENT OF  
CENTER STREET – THELMA AVENUE TO WOODLAND ESTATES DRIVE  
PALM BEACH COUNTY PROJECT NO. 2007058-A**

**THIS Interlocal Agreement**, (hereinafter "Agreement"), is made as of the \_\_\_\_ day of \_\_\_\_\_, 2017, by and between Palm Beach County, a political subdivision of the State of Florida, (hereinafter "COUNTY") and the Town of Jupiter, a municipal corporation existing under the laws of Florida, (hereinafter "TOWN"), each one constituting a public agency defined in Part I of Chapter 163, Florida Statutes.

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

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

**WHEREAS**, the COUNTY intends to improve Center St. from Thelma Ave. to Woodland Estates Dr. (hereinafter the "Project"); and

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

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

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

Section 1. Recitals.

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

TOWN OF JUPITER INTERLOCAL AGREEMENT

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

COUNTY shall provide construction and administrative services to the Project as more specifically described in the Bid Documents for Palm Beach County Project No. 2007058-A. Said Bid Documents include the Work as shown in Town prepared Utility Matrix, Applicable Technical Specifications, Standard Construction Details, and Approved Product List. The Project, as set forth in this Agreement, shall be performed on Center St. from Thelma Ave. to Woodland Estates Dr.

Section 3. Responsibilities and Duties:

- A. TOWN shall reimburse COUNTY a total estimated cost of **Three Hundred and Twelve Thousand Five Hundred Twenty Four Dollars and Eighty Five Cents (\$312,524.85)**, provided COUNTY performs pursuant to the terms and conditions of this Agreement for all Work in accordance with the Bid Tabulation (Exhibit "A") and summary (Exhibit "B"). Any cost exceeding this amount attributable to Town of Jupiter Utility Items shall be paid by the TOWN.
- B. Costs shall be based upon actual contract costs using contract unit prices and actual constructed quantities, said quantities being measured by the COUNTY with concurrence by the TOWN.
- C. COUNTY shall obtain written approval from the TOWN in advance of any change orders, including any costs associated with the TOWN'S failure to approve change orders in a timely manner, which increase the cost attributable to the Work to an amount greater than the contract amount as stated in Paragraph A of this Section. Approval shall not be unreasonably withheld.
- D. COUNTY shall secure all necessary easements and permits required to perform the Project.
- E. COUNTY shall publicly bid, administer, construct and inspect the Project and Work in accordance with the Bid Documents and Exhibit "A".
- F. COUNTY shall require the contractor to provide a Public Construction Bond in an amount equal to the contractor's bid for the Project and the Work.
- G. Upon completion of the Project and the Work, the TOWN shall repair and maintain the Work, at TOWN'S expense.

Section 4. Payments/Invoicing and Reimbursement:

The COUNTY will invoice the TOWN on a periodic basis during construction of the Project and the Work. The TOWN agrees to provide to COUNTY reimbursement funding for documented costs for the Work in the amount established in Section 3.A. Upon COUNTY'S submission of acceptable documents needed to substantiate their costs for the Work, TOWN will use its best efforts to provide said funds to COUNTY on a reimbursement basis within thirty (30) days of receipt of all required documents. COUNTY shall submit all invoices to the TOWN identifying the Work, including COUNTY'S total expenditure for the Project, and identifying the amount

## TOWN OF JUPITER INTERLOCAL AGREEMENT

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

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

### Section 5. Repayment

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

### Section 6. Access and Audits:

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

### Section 7. Independent Contractor:

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

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

## TOWN OF JUPITER INTERLOCAL AGREEMENT

### Section 8. Personnel:

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

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

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

### Section 9. Indemnification:

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

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 TOWN.

### Section 10. Annual Appropriation:

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

### Section 11. Breach and Opportunity to Cure:

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

**TOWN OF JUPITER INTERLOCAL AGREEMENT**

**Section 12. Enforcement Costs:**

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

**Section 13. Notice:**

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

All notice to the TOWN shall be sent to:

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

All notice to the COUNTY shall be sent to:

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

**Section 14. Modification and Amendment:**

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

**Section 15. Remedies:**

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

**Section 16. No Waiver:**

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



## TOWN OF JUPITER INTERLOCAL AGREEMENT

### Section 17. Joint Preparation:

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

### Section 18. Equal Opportunity:

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

### Section 23. Office of the Inspector General:

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

## TOWN OF JUPITER INTERLOCAL AGREEMENT

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

### Section 24. Public Entity Crime Certification:

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

### Section 25. Severability:

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

### Section 26. Entirety of Agreement:

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

### Section 27. Survival:

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

### Section 28. Term:

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

TOWN OF JUPITER INTERLOCAL AGREEMENT

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

TOWN OF JUPITER

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

BY: *Lori Bonino*  
Lori Bonino, Interim Town Manager

BY: \_\_\_\_\_  
Paulette Burdick, Mayor

ATTEST:

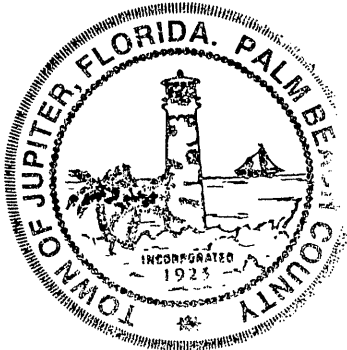
ATTEST:

SALLY M. BOYLAN, CMC  
TOWN CLERK

SHARON R. BOCK,  
CLERK & COMPTROLLER

BY: *Sally M. Boylan*  
(DATE)

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



ATTEST:

APPROVED AS TO TERMS  
AND CONDITIONS

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY: *Thomas J. Bard*  
Town Attorney  
Thomas J. Bard

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

EXHIBIT "A"

Center Street - Thelma Avenue to Woodland Estates Drive  
PBC Project #2007058A

ITEM #	DESCRIPTION	QTY	UNIT	AVERAGE OF BID ITEMS		ENGINEERS ESTIMATE		Rosso Site Development, Inc.		DP Development of the Treasure Coast LLC		Foster Marine Contractors, Inc.		Ranger Construction Industries, Inc.	
				UNIT PRICE	UNIT PRICE	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL		
<b>ROADWAY ITEMS</b>															
1	Mobilization	1	LS	\$ 224,798.15	\$ 98,327.30	\$ 164,692.60	\$ 164,692.60	\$ 188,500.00	\$ 188,500.00	\$ 175,000.00	\$ 175,000.00	\$ 371,000.00	\$ 371,000.00		
2	Maintenance of Traffic ( incl. Pedestrian M.O.T. )	1	LS	\$ 111,284.14	\$ 77,181.64	\$ 40,136.55	\$ 40,136.55	\$ 33,000.00	\$ 33,000.00	\$ 80,000.00	\$ 80,000.00	\$ 292,000.00	\$ 292,000.00		
3	Clearing and Grubbing	1	LS	\$ 62,205.51	\$ 10,000.00	\$ 40,822.02	\$ 40,822.02	\$ 48,000.00	\$ 48,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00		
4	Regular Excavation	1,127	CY	\$ 17.92	\$ 11.59	\$ 13.12	\$ 14,786.24	\$ 24.90	\$ 28,062.30	\$ 25.00	\$ 28,175.00	\$ 8.65	\$ 9,748.55		
5	Embankment (Compacted in Place)	472	CY	\$ 29.21	\$ 10.93	\$ 26.98	\$ 12,734.56	\$ 54.85	\$ 25,889.20	\$ 10.00	\$ 4,720.00	\$ 25.00	\$ 11,800.00		
6	Optional Base Group 13	2,325	SY	\$ 24.17	\$ 21.47	\$ 21.78	\$ 50,638.50	\$ 24.50	\$ 56,962.50	\$ 34.00	\$ 79,050.00	\$ 16.40	\$ 38,130.00		
7	Mill Existing Asphalt Pavement (4.0")	6,275	SY	\$ 5.02	\$ 4.50	\$ 5.09	\$ 31,939.75	\$ 4.65	\$ 29,178.75	\$ 5.50	\$ 34,512.50	\$ 4.85	\$ 30,433.75		
8	Mill Existing Asphalt Pavement (2.5")	2,557	SY	\$ 5.03	\$ 4.50	\$ 5.62	\$ 14,370.34	\$ 3.15	\$ 8,054.55	\$ 6.00	\$ 15,342.00	\$ 5.35	\$ 13,679.95		
9	Superpave Asphalt Concrete (Traffic Level C) (1.5")	935	TN	\$ 113.60	\$ 111.45	\$ 113.40	\$ 106,029.00	\$ 113.00	\$ 105,655.00	\$ 120.00	\$ 112,200.00	\$ 108.00	\$ 100,980.00		
10	Superpave Asphalt Concrete (Traffic Level C) (7.0" Average)	1,910	TN	\$ 95.13	\$ 74.48	\$ 88.36	\$ 168,767.60	\$ 113.00	\$ 215,830.00	\$ 95.00	\$ 181,450.00	\$ 84.15	\$ 160,726.50		
11	Asph. Concrete Friction Course ( 1.0" ) (FC-9.5)	672	TN	\$ 135.51	\$ 106.65	\$ 127.05	\$ 85,377.60	\$ 159.00	\$ 106,848.00	\$ 135.00	\$ 90,720.00	\$ 121.00	\$ 81,312.00		
12	Class I Concrete (Gravity Wall)	297	CY	\$ 447.46	\$ 540.00	\$ 376.84	\$ 111,921.48	\$ 422.00	\$ 125,334.00	\$ 575.00	\$ 170,775.00	\$ 416.00	\$ 123,552.00		
13	Inlets ( Curb ) ( Type P-6 )	1	EA	\$ 5,481.06	\$ 4,455.46	\$ 5,654.25	\$ 5,654.25	\$ 4,500.00	\$ 4,500.00	\$ 5,300.00	\$ 5,300.00	\$ 6,470.00	\$ 6,470.00		
14	Inlets ( Ditch Bottom ) ( Type E )	11	EA	\$ 4,174.69	\$ 3,800.00	\$ 3,648.75	\$ 40,136.25	\$ 3,260.00	\$ 35,860.00	\$ 4,500.00	\$ 49,500.00	\$ 5,290.00	\$ 58,190.00		
15	Pipe Culvert (Storm) 24"	1,262	LF	\$ 74.10	\$ 132.83	\$ 75.60	\$ 95,407.20	\$ 57.80	\$ 72,943.60	\$ 75.00	\$ 94,650.00	\$ 88.00	\$ 111,056.00		
16	Storm Sewer Pumping (Exist.) (> 24" To 48") (See SP's)	900	LF	\$ 6.37	\$ 9.68	\$ 1.94	\$ 1,746.00	\$ 4.15	\$ 3,735.00	\$ 10.00	\$ 9,000.00	\$ 9.40	\$ 8,460.00		
17	Concrete Curb & Gutter ( Type F )	1,991	LF	\$ 21.83	\$ 15.44	\$ 20.70	\$ 41,213.70	\$ 17.50	\$ 34,842.50	\$ 28.00	\$ 55,748.00	\$ 21.10	\$ 42,010.10		
18	Conc Sidewalk ( 4" Thick )	1,960	SY	\$ 37.85	\$ 43.47	\$ 33.79	\$ 66,228.40	\$ 38.60	\$ 75,656.00	\$ 45.00	\$ 88,200.00	\$ 34.00	\$ 66,640.00		
19	Conc Sidewalk ( 4" Thick ) W/ Thickened Edge	282	SY	\$ 55.27	\$ 54.00	\$ 60.29	\$ 17,001.78	\$ 46.80	\$ 13,197.60	\$ 55.00	\$ 15,510.00	\$ 59.00	\$ 16,638.00		
20	Conc Sidewalk ( 6" Thick ) (Driveways)	307	SY	\$ 58.41	\$ 53.56	\$ 64.50	\$ 19,801.50	\$ 51.15	\$ 15,703.05	\$ 60.00	\$ 18,420.00	\$ 58.00	\$ 17,806.00		
21	Pipe Guiderail ( Steel)	1,350	LF	\$ 66.27	\$ 70.41	\$ 65.63	\$ 88,600.50	\$ 56.45	\$ 76,207.50	\$ 68.00	\$ 91,800.00	\$ 75.00	\$ 101,250.00		
22	Concrete Valley Gutter	95	LF	\$ 41.89	\$ 11.38	\$ 38.95	\$ 3,700.25	\$ 36.60	\$ 3,477.00	\$ 50.00	\$ 4,750.00	\$ 42.00	\$ 3,990.00		
23	Concrete Flush Header Curb	36	LF	\$ 39.04	\$ 25.00	\$ 35.14	\$ 1,265.04	\$ 36.00	\$ 1,296.00	\$ 42.00	\$ 1,512.00	\$ 43.00	\$ 1,548.00		
24	Sodding	3,675	SY	\$ 5.38	\$ 2.59	\$ 4.85	\$ 17,338.75	\$ 5.35	\$ 19,126.25	\$ 6.00	\$ 21,450.00	\$ 5.30	\$ 18,947.50		
25	Trenching for Conduits 36" Deep Minimum	1,705	LF	\$ 5.94	\$ 4.50	\$ 4.31	\$ 7,348.55	\$ 4.65	\$ 7,928.25	\$ 10.00	\$ 17,050.00	\$ 4.80	\$ 8,184.00		
26	2 - 2" PVC Conduits ( Sch 40 ) Traffic F/O Cable	1,705	LF	\$ 3.92	\$ 10.00	\$ 2.42	\$ 4,126.10	\$ 4.55	\$ 7,757.75	\$ 6.00	\$ 10,230.00	\$ 2.70	\$ 4,603.50		
27	Pull Box (Small 17" X 30" X 24" D)	4	EA	\$ 1,019.19	\$ 769.88	\$ 876.75	\$ 3,507.00	\$ 1,220.00	\$ 4,880.00	\$ 1,000.00	\$ 4,000.00	\$ 980.00	\$ 3,920.00		
28	Pull Box (Large 30" X 48" X 24" D)	1	EA	\$ 1,871.50	\$ 1,484.44	\$ 1,596.00	\$ 1,596.00	\$ 2,300.00	\$ 2,300.00	\$ 1,800.00	\$ 1,800.00	\$ 1,790.00	\$ 1,790.00		
<b>SUBTOTAL (ROADWAY)</b>									\$ 1,256,887.51	\$ 1,350,724.80	\$ 1,540,864.50	\$ 1,784,865.85			
<b>CONTINGENCY ITEMS</b>															
29	H20 Rated Curb Frame & Cover (Bellsouth)	1	EA	\$ 3,805.00	\$ 994.00	\$ 3,360.00	\$ 3,360.00	\$ 2,150.00	\$ 2,150.00	\$ 5,000.00	\$ 5,000.00	\$ 4,710.00	\$ 4,710.00		
30	Storm Sewer Cleaning (Exist.) (> 24" To 48") (See SP's)	900	LF	\$ 9.95	\$ 5.41	\$ 11.55	\$ 10,395.00	\$ 7.65	\$ 6,885.00	\$ 10.00	\$ 9,000.00	\$ 10.60	\$ 9,540.00		
<b>SUBTOTAL (CONTINGENCY)</b>									\$ 13,755.00	\$ 9,035.00	\$ 14,000.00	\$ 14,250.00			

Center Street - Thelma Avenue to Woodland Estates Drive  
PBC Project #2007058A

				AVERAGE OF BID ITEMS	ENGINEERS ESTIMATE	Rosso Site Development, Inc.		DP Development of the Treasure Coast LLC		Foster Marine Contractors, Inc.		Ranger Construction Industries, Inc.	
ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
<b>TOWN OF JUPITER UTILITIES WATER MAIN ITEMS</b>													
31	12" Ductile Iron Pipe For Raw Water Main installation	1,430	LF	\$ 77.45	\$ 102.43	\$ 96.60	\$ 138,138.00	\$ 55.20	\$ 78,936.00	\$ 70.00	\$ 100,100.00	\$ 88.00	\$ 125,840.00
32	12" X 12" TEE	2	EA	\$ 2,227.13	\$ 2,056.25	\$ 913.50	\$ 1,827.00	\$ 875.00	\$ 1,750.00	\$ 3,000.00	\$ 6,000.00	\$ 4,120.00	\$ 8,240.00
33	12" X 6" TEE	1	EA	\$ 1,935.00	\$ 4,112.50	\$ 735.00	\$ 735.00	\$ 675.00	\$ 675.00	\$ 2,800.00	\$ 2,800.00	\$ 3,530.00	\$ 3,530.00
34	Linestop And Cap Existing 12" Water Main	4	EA	\$ 9,063.75	\$ 8,000.00	\$ 10,080.00	\$ 40,320.00	\$ 8,075.00	\$ 32,300.00	\$ 7,500.00	\$ 30,000.00	\$ 10,600.00	\$ 42,400.00
35	12" - 90° Bend	2	EA	\$ 828.31	\$ 2,056.25	\$ 698.25	\$ 1,396.50	\$ 615.00	\$ 1,230.00	\$ 920.00	\$ 1,840.00	\$ 1,080.00	\$ 2,160.00
36	12" - 45° Bend	36	EA	\$ 542.88	\$ 114.24	\$ 661.50	\$ 23,814.00	\$ 570.00	\$ 20,520.00	\$ 450.00	\$ 16,200.00	\$ 490.00	\$ 17,640.00
37	6" - 45° Bend	4	EA	\$ 567.38	\$ 1,028.13	\$ 304.50	\$ 1,218.00	\$ 250.00	\$ 1,000.00	\$ 775.00	\$ 3,100.00	\$ 940.00	\$ 3,760.00
38	6" Gate Valve	1	EA	\$ 1,415.75	\$ 2,000.00	\$ 1,218.00	\$ 1,218.00	\$ 1,185.00	\$ 1,185.00	\$ 1,500.00	\$ 1,500.00	\$ 1,760.00	\$ 1,760.00
39	12" Gate Valve	5	EA	\$ 2,910.44	\$ 2,670.88	\$ 2,766.75	\$ 13,833.75	\$ 2,785.00	\$ 13,925.00	\$ 2,800.00	\$ 14,000.00	\$ 3,290.00	\$ 16,450.00
40	Sample Point	2	EA	\$ 664.38	\$ 875.00	\$ 682.50	\$ 1,365.00	\$ 750.00	\$ 1,500.00	\$ 575.00	\$ 1,150.00	\$ 650.00	\$ 1,300.00
41	6" Water Main Tie-In To Existing	24	LF	\$ 132.29	\$ 250.00	\$ 234.15	\$ 5,619.60	\$ 143.00	\$ 3,432.00	\$ 70.00	\$ 1,680.00	\$ 82.00	\$ 1,968.00
42	12" Water Main Removal	1,350	LF	\$ 8.11	\$ 17.42	\$ 7.09	\$ 9,571.50	\$ 7.75	\$ 10,462.50	\$ 7.00	\$ 9,450.00	\$ 10.60	\$ 14,310.00
43	Single Water Service	4	EA	\$ 1,437.63	\$ 1,500.00	\$ 1,270.50	\$ 5,082.00	\$ 1,650.00	\$ 6,600.00	\$ 1,300.00	\$ 5,200.00	\$ 1,530.00	\$ 6,120.00
44	Double Water Service	4	EA	\$ 2,857.81	\$ 3,000.00	\$ 2,651.25	\$ 10,605.00	\$ 3,020.00	\$ 12,080.00	\$ 2,700.00	\$ 10,800.00	\$ 3,060.00	\$ 12,240.00
45	Long Water Service	1	EA	\$ 3,877.94	\$ 4,000.00	\$ 2,451.75	\$ 2,451.75	\$ 6,730.00	\$ 6,730.00	\$ 2,800.00	\$ 2,800.00	\$ 3,530.00	\$ 3,530.00
46	Wood Power Pole (Temporary Support)	7	EA	\$ 1,260.00	\$ 1,500.00	\$ 2,100.00	\$ 14,700.00	\$ 1,850.00	\$ 12,950.00	\$ 500.00	\$ 3,500.00	\$ 590.00	\$ 4,130.00
47	Temporary Asphalt Patching	365	SY	\$ 41.41	\$ 48.00	\$ 45.15	\$ 16,479.75	\$ 24.50	\$ 8,942.50	\$ 35.00	\$ 12,775.00	\$ 61.00	\$ 22,265.00
48	Temporary Concrete Patching	460	SY	\$ 44.00	\$ 7.50	\$ 52.50	\$ 24,150.00	\$ 24.50	\$ 11,270.00	\$ 46.00	\$ 21,160.00	\$ 53.00	\$ 24,380.00
<b>SUBTOTAL (WATER UTILITY)</b>							<b>\$ 312,524.85</b>		<b>\$ 225,488.00</b>		<b>\$ 244,055.00</b>		<b>\$ 312,023.00</b>
<b>TOTAL BID AMOUNT</b>							<b>\$ 1,583,167.36</b>		<b>\$ 1,585,247.80</b>		<b>\$ 1,798,919.50</b>		<b>\$ 2,111,138.85</b>

**Center Street - Thelma Avenue to Woodland Estates Drive  
PBC Project #2007058A**

*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:**

1	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.
2	All items shall include cost to furnish and install unless otherwise noted.
3	Permitting agency pre-construction meetings and notices of commencement; compliance with stormwater pollution prevention plan and stormwater pollution control plan; installation of erosion/turbidity controls including silt fences, inlet protection, inspections 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.
4	Sawcut of existing asphalt and/or concrete designated for removal 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 and disposal of existing structures per plans is considered incidental to the bid item "Clearing And Grubbing".
5	The cost of detectable warning surfaces per FDOT index 304 and base compaction is considered incidental to sidewalk/pathway construction.
6	The costs of transition curbs, flared end sections, straight end sections, curb face engraving (see SP's) and subgrade is considered incidental to curb and/or gutter construction.
7	Contingency items may be increased, decreased or deleted as directed by the engineer.

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

*Bids as read at opening on Thursday, March 30, 2017; 2:00 PM*

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

*Prepared by: Donna Lewis*

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

**EXHIBIT "B"**

**TOWN OF JUPITER (TOJ)**

**PROJECT NAME:** Center St – Thelma Ave. to Woodland Estates Dr.

**PROJECT NUMBER:** 2007058-A

**CONTRACTOR:** Rosso Site Development, Inc.

<b>ITEM</b>	<b>QUANTITY /UNITS</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>	
<b>TOJ Utilities Water Main Items</b>				
31	12" Ductile Iron Pipe For Raw Water Main installation	1,430 LF	\$96.60	\$138,138.00
32	12" X 12" TEE	2 EA	\$913.50	\$1,827.00
33	12" X 6" TEE	1 EA	\$735.00	\$735.00
34	Linestop And Cap Existing 12" Water Main	4 EA	\$10,080.00	\$40,320.00
35	12" - 90° Bend	2 EA	\$698.25	\$1,396.50
36	12" - 45° Bend	36 EA	\$661.50	\$23,814.00
37	6" - 45° Bend	4 EA	\$304.50	\$1,218.00
38	6" Gate Valve	1 EA	\$1,218.00	\$1,218.00
39	12" Gate Valve	5 EA	\$2,766.75	\$13,833.75
40	Sample Point	2 EA	\$682.50	\$1,365.00
41	6" Water Main Tie-In To Existing	24 LF	\$234.15	\$5,619.60
42	12" Water Main Removal	1,350 LF	\$7.09	\$9,571.50
43	Single Water Service	4 EA	\$1,270.50	\$5,082.00
44	Double Water Service	4 EA	\$2,651.25	\$10,605.00
45	Long Water Service	1 EA	\$2,451.75	\$2,451.75
46	Wood Power Pole (Temporary Support)	7 EA	\$2,100.00	\$14,700.00
47	Temporary Asphalt Patching	365 SY	\$45.15	\$16,479.75
48	Temporary Concrete Patching	460 SY	\$52.50	\$24,150.00

**TOTAL TOJ (WATER UTILITY) \$312,524.85**

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**BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY  
BUDGET Amendment**

FUND Road Program Impact Fees Zone-1

BGRV 073117-470  
BGEX 073117-1610

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/01/17	REMAINING BALANCE
<b>REVENUES</b>								
<b><u>Center Street Drainage Imp/Thehma Ave to Loxahatchee River Rd</u></b>								
3501-361-M119-6948	Utility Relocation Reimbursements	0	0	312,525	0	312,525		
<b>TOTAL RECEIPTS &amp; BALANCES</b>		61,451,769	61,451,769	312,525	0	61,764,294		
<b>EXPENDITURES</b>								
<b><u>Center Street Drainage Imp/Thehma Ave to Loxahatchee River Rd</u></b>								
3501-361-M119-8101	Contributions Other Governmental Agencies	0	0	312,525	0	312,525	0	312,525
<b>TOTAL APPROPRIATIONS &amp; EXPENDITURES</b>		61,451,769	61,451,769	312,525	0	61,764,294		

	<b>SIGNATURE</b>	<b>DATE</b>	<b>By Board of County Commissioners</b>
Engineering & Public Works	<u><i>Alicia Kovalainen</i></u>	<u>8/30/17</u>	At Meeting of _____
Administration / Budget Approval	_____	_____	_____
OFMB Department – Posted	_____	_____	Deputy Clerk to the Board of County Commissioners