

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	June 5, 2018	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Workshop	<input type="checkbox"/> 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 approve:

- A) an interlocal agreement with the City of West Palm Beach (City) in the amount of \$9,350.00 for water main utility adjustments as part of the Congress Avenue from North of Okeechobee Boulevard to Ware Drive project; and
- B) a budget amendment of \$9,350.00 in the Road Impact Fee Fund – Zone 2 to recognize reimbursement funding from the City and appropriate it to the project.

SUMMARY: Approval of this agreement will allow Palm Beach County (County) and the City to jointly participate in construction of utility adjustments as part of the roadway project. The City agrees to reimburse the County for the cost of these utility adjustments, which were included in the bid. This budget amendment is necessary to recognize the funding from the City for the utility improvements to be incorporated into the County's construction of the project. District 7 (LBH)

Background and Justification: The construction contract for the project was awarded by the Board of County Commissioners on March 13, 2018 and included the proposed utility work. The City agrees to pay directly to the County all costs attributable to the utility construction of the City owned improvements for the project. The inclusion of these utility adjustments with the roadway construction will facilitate coordination and minimize disruption by accomplishing both roadway and utility work concurrently.

Attachments:

1. Location Map
2. Agreement with Exhibits A and B (3)
3. Budget Amendment

Recommended by:		5/12/18
	Department Director	Date

Approved By:		5/10/18
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	<u>\$9,350</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(\$9,350)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>\$ **</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No X
Does this item include the use of federal funds? Yes No X

Budget Account No:

Fund 3502 Dept 361 Unit 1473 Object 8101/6994

Recommended Sources of Funds/Summary of Fiscal Impact:

Road Impact Fee Fund - Zone 2
Congress Ave. over WPB "F" Canal, N. of Okeechobee Blvd. to Ware
Dr

Utility Relocation Expense	\$9,350.00
Reimbursement City of West Palm Beach	(\$9,350.00)
Fiscal Impact	\$.00

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

ay/cep 5/4 OFMB
5/5/18
5/4/18
Contract Dev. and Control
5/8/18

B. Approved as to Form and Legal Sufficiency:

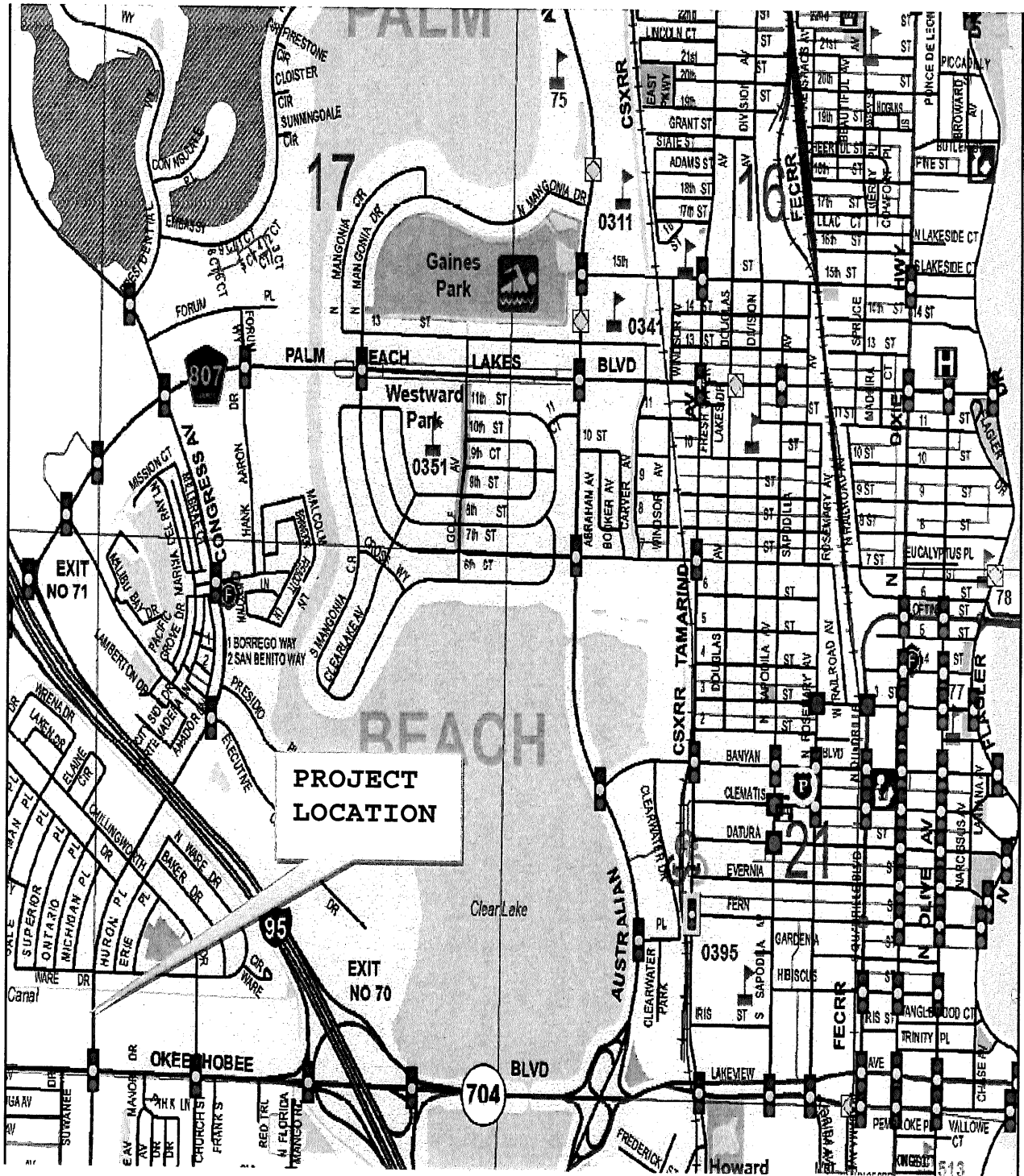
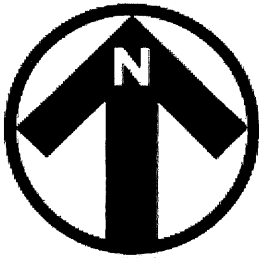
M. B. Herman 5/10/18
Assistant County Attorney

C. Other Department Review:

Department Director

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

PROJECT LOCATION



Congress Avenue from N. of Okeechobee Blvd. to Ware Dr.

LOCATION MAP

WPB#21060

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY, FLORIDA
AND
CITY OF WEST PALM BEACH
FOR JOINT PARTICIPATION AND PROJECT FUNDING
FOR CONSTRUCTION AND UTILITY ADJUSTMENT OF
CONGRESS AVENUE FROM NORTH OF OKEECHOBEE BOULEVARD TO WARE
DRIVE
PALM BEACH COUNTY PROJECT NO. 2015518**

THIS Interlocal Agreement, (hereinafter "Agreement"), is made as of the ____ day of _____, 2018, by and between Palm Beach County, a political subdivision of the State of Florida, (hereinafter "COUNTY") and the City of West Palm Beach, a municipal corporation existing under the laws of Florida, (hereinafter "CITY"), 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 Congress Ave. from N. of Okeechobee Blvd. to Ware Dr. (hereinafter the "Project"); and

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

WHEREAS, both COUNTY and CITY 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.

City of West Palm Beach 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. 2015518. Said Bid Documents include the Work as shown in CITY prepared Utility Matrix, Applicable Technical Specifications, Standard Construction Details, and Approved Product List.

Section 3. Responsibilities and Duties:

- A. CITY shall reimburse COUNTY a total estimated cost (including 10% Contingency) of **Nine Thousand Three Hundred Fifty Dollars (\$9,350.00)**, provided COUNTY performs pursuant to the terms and conditions of this Agreement for all Work in accordance with the Bid Tabulation (Exhibit "A") and summary (Exhibit "B"). Any cost exceeding this amount attributable to City of West Palm Beach Utility Items shall be paid by the CITY.
- 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 CITY.
- C. COUNTY shall obtain written approval from the CITY in advance of any change orders, including any costs associated with the CITY'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 CITY shall repair and maintain the Work, at CITY'S expense.

Section 4. Payments/Invoicing and Reimbursement:

The COUNTY will invoice the CITY on a monthly basis, as invoices for the Project or Work accrue. The CITY 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 its costs for the Work, CITY 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 CITY identifying the

City of West Palm Beach Interlocal Agreement

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 CITY within seven (7) calendar days of request by the CITY. Invoices received from COUNTY will be reviewed and approved by the CITY to insure that expenditures have been made in conformity with this Agreement. Invoices shall be paid within thirty (30) days following approval. In no event shall the CITY 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 CITY pursuant to the terms and conditions hereof. In the event the COUNTY ceases or suspends the Project or the Work for any reason, the CITY 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 CITY and the CITY shall have no further obligation to honor reimbursement requests submitted by the COUNTY.

Section 5. Repayment

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

City of West Palm Beach 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 CITY.

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 CITY 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 CITY 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 CITY 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 CITY.

Section 10. Annual Appropriation:

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

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.

City of West Palm Beach 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 CITY shall be sent to:

Laura Le, P.E., Public Utilities Engineer
City of West Palm Beach
401 Clematis St. 4th Floor
West Palm Beach, FL 33401

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.

City of West Palm Beach 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. Non-Discrimination:

COUNTY and CITY agree that both parties shall not conduct business with nor appropriate any funds for any organization or entity that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information. COUNTY will ensure that all contracts let for the Project pursuant to the terms of this Agreement will contain a similar non-discrimination 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 CITY shall abide by all applicable federal, state and local laws, orders, rules and regulations when performing under this Agreement. COUNTY and CITY further agree 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 CITY agree that this Agreement, including the Bid Documents described in section 2, 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:

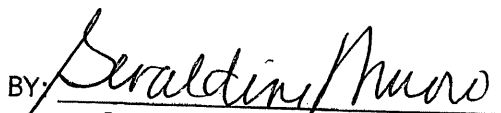
The term of this Agreement shall be effective on the date of execution of this Agreement by both parties.

City of West Palm Beach Interlocal Agreement

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

CITY OF WEST PALM BEACH

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

BY: 
Geraldine Muoio, Mayor

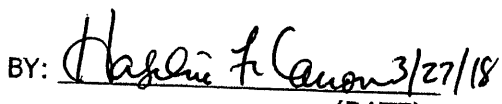
BY: _____
Melissa McKinlay, Mayor

ATTEST:

ATTEST:

CITY CLERK

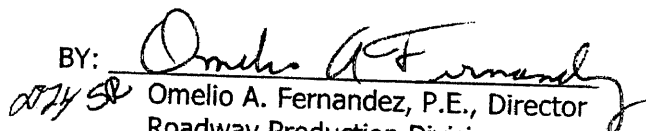
SHARON R. BOCK,
CLERK & COMPTROLLER

BY:  3/27/18
(DATE)

BY: _____
(DATE)

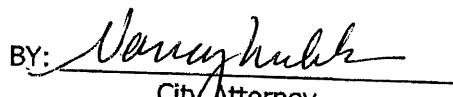
ATTEST:

APPROVED AS TO TERMS
AND CONDITIONS

BY: 
02/4 SP Omelio A. Fernandez, P.E., Director
Roadway Production Division

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: 
City Attorney

BY: _____
Assistant County Attorney

BID PROPOSAL - PALM BEACH COUNTY PROJECT #2015518				AVERAGE OF BID ITEMS		Engineer's Estimate	JOHNSON-DAVIS, INC.		RANGER CONSTRUCTION IND., INC.		FERRIERA CONSTRUCTION		COMMUNITY ASPHALT, CORP.	
CONGRESS AVENUE, N. OF OKEECHOBEE BLVD. TO WARE DRIVE														
BID OPENING DATE - NOVEMBER 20, 2017														
ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
REGULAR PAY ITEMS														
1	Mobilization	1	LS	\$114,227.50	\$ 43,000.00		\$25,000.00	\$ 25,000.00	\$ 193,000.00	\$ 193,000.00	\$ 168,000.00	\$ 168,000.00	\$ 70,910.00	\$ 70,910.00
2	Maintenance of Traffic (incl. Pedestrian M.O.T. and T.T.C.P.)	1	LS	\$43,797.50	\$ 43,000.00		\$10,000.00	\$ 10,000.00	\$ 45,000.00	\$ 45,000.00	\$ 11,900.00	\$ 11,900.00	\$ 108,290.00	\$ 108,290.00
3	Clearing and Grubbing	1	LS	\$30,645.00	\$ 43,000.00		\$10,000.00	\$ 10,000.00	\$ 12,500.00	\$ 12,500.00	\$ 35,100.00	\$ 35,100.00	\$ 64,980.00	\$ 64,980.00
4	Floating Turbidity Barrier	80	LF	\$8.43	\$ 20.00		\$10.00	\$ 800.00	\$ 2.20	\$ 176.00	\$ 9.00	\$ 720.00	\$ 12.50	\$ 1,000.00
5	Regular Excavation	100	CY	\$57.56	\$ 12.00		\$79.00	\$ 7,900.00	\$ 8.00	\$ 800.00	\$ 24.25	\$ 2,425.00	\$ 119.00	\$ 11,900.00
6	Embankment (Compacted in Place)	138	CY	\$19.73	\$ 15.00		\$20.00	\$ 2,760.00	\$ 7.00	\$ 966.00	\$ 19.80	\$ 2,732.40	\$ 32.10	\$ 4,429.80
7	Type B Stabilization (LBR 40) (12")	482	SY	\$14.19	\$ 6.00		\$15.00	\$ 7,230.00	\$ 11.00	\$ 5,302.00	\$ 17.65	\$ 8,507.30	\$ 13.10	\$ 6,314.20
8	Optional Base Group 7	482	SY	\$27.45	\$ 14.00		\$39.00	\$ 18,798.00	\$ 19.50	\$ 9,399.00	\$ 22.90	\$ 11,037.80	\$ 28.40	\$ 13,688.80
9	Optional Base Group 13	457	SY	\$36.06	\$ 27.00		\$37.00	\$ 16,909.00	\$ 29.00	\$ 13,253.00	\$ 33.45	\$ 15,286.65	\$ 44.80	\$ 20,473.60
10	Mill Existing Asphalt Pavement	4,545	SY	\$3.80	\$ 3.00		\$4.00	\$ 18,180.00	\$ 2.00	\$ 9,090.00	\$ 4.00	\$ 18,180.00	\$ 5.20	\$ 23,634.00
11	Superpave Asphalt Concrete (Traffic Level C)	64	TN	\$158.25	\$ 115.00		\$148.00	\$ 9,472.00	\$ 129.00	\$ 8,256.00	\$ 205.00	\$ 13,120.00	\$ 151.00	\$ 9,664.00
12	Structural Overbuild (SP)	350	TN	\$129.60	\$ 115.00		\$138.00	\$ 48,300.00	\$ 105.00	\$ 36,750.00	\$ 146.40	\$ 51,240.00	\$ 129.00	\$ 45,150.00
13	Asph. Concrete Friction Course (1.0") (FC-9.5) Rubber	444	TN	\$174.88	\$ 150.00		\$178.00	\$ 79,032.00	\$ 130.00	\$ 57,720.00	\$ 228.50	\$ 101,454.00	\$ 163.00	\$ 72,372.00
14	Class II Concrete (Endwall)	32	CY	\$1,586.49	\$ 1,355.00		\$1,500.00	\$ 48,000.00	\$ 1,670.00	\$ 53,440.00	\$ 1,380.95	\$ 44,190.40	\$ 1,795.00	\$ 57,440.00
15	Inlets (Curb) (Type P-3)	1	EA	\$7,227.63	\$ 10,600.00		\$7,500.00	\$ 7,500.00	\$ 8,370.00	\$ 8,370.00	\$ 5,540.50	\$ 5,540.50	\$ 7,500.00	\$ 7,500.00
16	Inlets (Curb) (Type P-5)	1	EA	\$4,776.25	\$ 5,800.00		\$4,800.00	\$ 4,800.00	\$ 5,350.00	\$ 5,350.00	\$ 4,155.00	\$ 4,155.00	\$ 4,800.00	\$ 4,800.00
17	Inlets (Curb) (Type J-5)	2	EA	\$7,918.18	\$ 8,100.00		\$8,000.00	\$ 16,000.00	\$ 8,920.00	\$ 17,840.00	\$ 6,752.70	\$ 13,505.40	\$ 8,000.00	\$ 16,000.00
18	Inlets (Ditch Bottom) (Type C)	1	EA	\$2,742.75	\$ 3,500.00		\$2,500.00	\$ 2,500.00	\$ 2,800.00	\$ 2,800.00	\$ 3,171.00	\$ 3,171.00	\$ 2,500.00	\$ 2,500.00
19	Manhole (Type P-7)	1	EA	\$4,076.06	\$ 4,700.00		\$4,000.00	\$ 4,000.00	\$ 4,460.00	\$ 4,460.00	\$ 3,844.25	\$ 3,844.25	\$ 4,000.00	\$ 4,000.00
20	Concrete Pipe Culvert (2- 66")	212	LF	\$595.66	\$ 530.00		\$500.00	\$ 106,000.00	\$ 560.00	\$ 118,720.00	\$ 724.65	\$ 153,625.80	\$ 598.00	\$ 126,776.00
21	Pipe Culvert (18")	104	LF	\$73.46	\$ 75.00		\$75.00	\$ 7,800.00	\$ 84.00	\$ 8,736.00	\$ 59.85	\$ 6,224.40	\$ 75.00	\$ 7,800.00
22	Pipe Culvert (24")	142	LF	\$85.15	\$ 95.00		\$75.00	\$ 10,650.00	\$ 84.00	\$ 11,928.00	\$ 106.60	\$ 15,137.20	\$ 75.00	\$ 10,650.00
23	French Drains (18" Dia) (incl. Ballast Rock & Filter Fabric)	94	LF	\$149.00	\$ 175.00		\$150.00	\$ 14,100.00	\$ 170.00	\$ 15,980.00	\$ 126.00	\$ 11,844.00	\$ 150.00	\$ 14,100.00
24	Concrete Curb & Gutter (Type F)	1,103	LF	\$26.58	\$ 16.00		\$29.00	\$ 31,987.00	\$ 26.00	\$ 28,678.00	\$ 24.50	\$ 27,023.50	\$ 26.80	\$ 29,560.40
25	Rip-Rap (Rubble)	210	TN	\$132.31	\$ 115.00		\$110.00	\$ 23,100.00	\$ 120.00	\$ 25,200.00	\$ 141.25	\$ 29,662.50	\$ 158.00	\$ 33,180.00
26	Remove and Reset Fence (Type B)	410	LF	\$18.18	\$ 30.00		\$9.00	\$ 3,690.00	\$ 28.00	\$ 11,480.00	\$ 11.70	\$ 4,797.00	\$ 24.00	\$ 9,840.00
27	Sodding	148	SY	\$16.45	\$ 3.00		\$8.00	\$ 1,184.00	\$ 32.00	\$ 4,736.00	\$ 4.60	\$ 680.80	\$ 21.20	\$ 3,137.60
28	Concrete Sidewalk, 4" Thick	661	SY	\$37.53	\$ 45.00		\$52.00	\$ 34,372.00	\$ 41.00	\$ 27,101.00	\$ 9.70	\$ 6,411.70	\$ 47.40	\$ 31,331.40
29	12" Compacted Subgrade	457	SY	\$9.80	\$ 5.00		\$15.00	\$ 6,855.00	\$ 6.00	\$ 2,742.00	\$ 12.20	\$ 5,575.40	\$ 6.00	\$ 2,742.00
30	Removal of Existing Structure/Bridge	1	LS	\$67,973.75	\$ 50,000.00		\$56,000.00	\$ 56,000.00	\$ 76,000.00	\$ 76,000.00	\$ 58,595.00	\$ 58,595.00	\$ 81,300.00	\$ 81,300.00
31	Concrete Sidewal, 6" Thick	25	SY	\$70.88	\$ 53.56		\$70.00	\$ 1,750.00	\$ 47.00	\$ 1,175.00	\$ 57.50	\$ 1,437.50	\$ 109.00	\$ 2,725.00
32	Temporary Pedestrian Pathway (See SP's)	1	LS	\$7,926.25	\$ 1,000.00		\$13,000.00	\$ 13,000.00	\$ 5,600.00	\$ 5,600.00	\$ 9,450.00	\$ 9,450.00	\$ 3,655.00	\$ 3,655.00
SUBTOTAL (ROADWAY)								\$ 647,669.00		\$ 822,548.00		\$ 844,574.50		\$ 901,843.80
UTILITY ITEMS														
33	Remove 10" WM	188	LF	\$22.06	\$ 25.00		\$25.00	\$ 4,700.00	\$ 28.00	\$ 5,264.00	\$ 10.25	\$ 1,927.00	\$ 25.00	\$ 4,700.00
34	Support and Protect AT&T/ Comcast Conduits	80	LF	\$15.86	\$ 10.00		\$15.00	\$ 1,200.00	\$ 17.00	\$ 1,360.00	\$ 16.45	\$ 1,316.00	\$ 15.00	\$ 1,200.00
35	Adjust Utility Valves	5	EA	\$285.65	\$ 300.00		\$250.00	\$ 1,250.00	\$ 280.00	\$ 1,400.00	\$ 362.60	\$ 1,813.00	\$ 250.00	\$ 1,250.00
SUBTOTAL (UTILITY)								\$ 7,150.00		\$ 8,024.00		\$ 5,056.00		\$ 7,150.00

BID PROPOSAL - PALM BEACH COUNTY PROJECT #2015518				AVERAGE OF BID ITEMS		Engineer's Estimate	JOHNSON-DAVIS, INC.		RANGER CONSTRUCTION IND., INC.		FERRIERA CONSTRUCTION		COMMUNITY ASPHALT, CORP.	
CONGRESS AVENUE, N. OF OKEECHOBEE BLVD. TO WARE DRIVE														
BID OPENING DATE - NOVEMBER 20, 2017														
ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
CONTINGENCY ITEMS														
36	Class I Concrete (Miscellaneous)	25	CY	\$412.50	\$ 365.00		\$400.00	\$ 10,000.00	\$ 530.00	\$ 13,250.00	\$ 220.00	\$ 5,500.00	\$ 500.00	\$ 12,500.00
37	Flowable Fill	15	CY	\$203.75	\$ 205.00		\$200.00	\$ 3,000.00	\$ 140.00	\$ 2,100.00	\$ 200.00	\$ 3,000.00	\$ 275.00	\$ 4,125.00
38	Changeable (Variable Message) Sign (Non MOT)	1	ED	\$34.50	\$ 3.00		\$50.00	\$ 50.00	\$ 30.00	\$ 30.00	\$ 28.00	\$ 28.00	\$ 30.00	\$ 30.00
39	Traffic Control Officer (Non MOT)	20	HR	\$54.50	\$ 60.00		\$55.00	\$ 1,100.00	\$ 61.00	\$ 1,220.00	\$ 50.00	\$ 1,000.00	\$ 52.00	\$ 1,040.00
40	Storm Sewer Pumping (Exist. (24" Or Less) (See SP's)	500	LF	\$4.45	\$ 3.00		\$2.50	\$ 1,250.00	\$ 2.80	\$ 1,400.00	\$ 10.00	\$ 5,000.00	\$ 2.50	\$ 1,250.00
41	Relocate Fire Hydrant	1	EA	\$1,687.50	\$ 500.00		\$1,300.00	\$ 1,300.00	\$ 1,450.00	\$ 1,450.00	\$ 2,700.00	\$ 2,700.00	\$ 1,300.00	\$ 1,300.00
42	Subsoil Excavation/(Removal of Unsuitable Materials, Plastic Muck)	50	CY	\$35.00	\$ 25.00		\$50.00	\$ 2,500.00	\$ 18.00	\$ 900.00	\$ 35.00	\$ 1,750.00	\$ 37.00	\$ 1,850.00
43	Temporary Fencing	100	LF	\$11.00	\$ 15.00		\$15.00	\$ 1,500.00	\$ 13.00	\$ 1,300.00	\$ 10.00	\$ 1,000.00	\$ 6.00	\$ 600.00
44	Optional Base Group 1	50	SY	\$26.60	\$ 30.00		\$33.00	\$ 1,650.00	\$ 22.00	\$ 1,100.00	\$ 25.00	\$ 1,250.00	\$ 26.40	\$ 1,320.00
45	Storm Sewer Cleaning (Exist.) (24" Or Less) (See SP's)	200	LF	\$10.63	\$ 15.00		\$5.50	\$ 1,100.00	\$ 9.00	\$ 1,800.00	\$ 13.00	\$ 2,600.00	\$ 15.00	\$ 3,000.00
46	Support / protect 10" WM	50	LF	\$25.75	\$ 5.00		\$25.00	\$ 1,250.00	\$ 28.00	\$ 1,400.00	\$ 25.00	\$ 1,250.00	\$ 25.00	\$ 1,250.00
47	Premium for Conflict Condition (See SP's)	1	EA	\$2,625.00	\$ 8,000.00		\$2,000.00	\$ 2,000.00	\$ 2,300.00	\$ 2,300.00	\$ 4,200.00	\$ 4,200.00	\$ 2,000.00	\$ 2,000.00
SUBTOTAL (CONTINGENCY)								\$ 26,700.00		\$ 28,250.00		\$ 29,278.00		\$ 30,265.00
TOTAL BID								\$ 681,519.00		\$ 858,822.00		\$ 878,908.50		\$ 939,258.80

PBC PROJECT #2015518

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

PAY ITEM FOOTNOTES:	
THE COUNTY DOES NOT GUARANTEE THE ACCURACY OF THE FORMULAS AND EXTENSIONS USED IN THIS SPREAD SHEET.	
THE ITEMS AND QUANTITIES ABOVE SHALL GOVERN OVER THE PLANS.	
PAY ITEM FOOTNOTES IN CONSTRUCTION PLANS SHALL ALSO BE INCLUDED IN ITEM UNIT PRICE.	
PAY ITEMS FOOTNOTES:	
1	All costs for Maintenance of Traffic (MOT) and mobilization shall be considered incidental to, and shal be included in, unit prices for the pay items.
2	All items shall include cost to furnish and install unless otherwise noted.

Working days to complete project: 150 calendar days (See Special Provisions)

Bids as read at opening on Tuesday, November 30, 2017, 2:00 PM

All bids subject to OSBA SBE compliance and Board Approval.

Prepared by: Geraldine Lazzarino-Kelly, Technical Assistant I

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

City of West Palm Beach

EXHIBIT "B"

PROJECT NAME: Congress Ave. from n. of Okeechobee Blvd. to Ware Dr.

PROJECT NUMBER: 2015518

CONTRACTOR: Johnson-Davis, Inc.

ITEM		QUANTITY /UNITS		UNIT PRICE	AMOUNT
West Palm Beach Utility Items					
33	Remove 10" WM	188	LF	\$25.00	\$4,700.00
35	Adjust Utility Valves	5	EA	\$250.00	\$1,250.00
City of West Palm Beach Utility Subtotal					<u>\$5,950.00</u>

ITEM		QUANTITY / UNITS	UNIT PRICE	AMOUNT
West Palm Beach Contingency Items				
41	Relocate Fire Hydrant	1 EA	\$1,300.00	\$1,300.00
46	Support / protect 10" WM	50 LF	\$25.00	\$1,250.00
City of West Palm Beach contingency Subtotal				<u>\$2,550.00</u>
GRAND TOTAL				<u>\$8,500.00</u>

City of West Palm Beach Grand Total Plus 10% Contingency \$9,350.00

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Amendment

FUND Road Impact Fee Zone 2 Fund

BGRV 041018*394
BGEX 041018*1171

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 04/10/18	REMAINING BALANCE
<u>REVENUES</u>								
<u>Congress Ave over WPB F Canal, N of Okeechobee Blvd to Ware Dr.</u>								
3502-361-1473-6994	Municipal Participation	<u>0</u>	<u>0</u>	<u>9,350</u>	<u>0</u>	<u>9,350</u>		
TOTAL RECEIPTS & BALANCES		52,103,029	52,488,676	9,350	0	52,498,026		
<u>EXPENDITURES</u>								
<u>Congress Ave over WPB F Canal, N of Okeechobee Blvd to Ware Dr.</u>								
3502-361-1473-8101	Contributions Other Governmental Agencies	<u>0</u>	<u>0</u>	<u>9,350</u>	<u>0</u>	<u>9,350</u>	<u>0</u>	9,350
TOTAL APPROPRIATIONS & EXPENDITURES		52,103,029	52,488,676	9,350	0	52,498,026		

Engineering & Public Works	SIGNATURE	DATE	By Board of County Commissioners
Administration / Budget Approval	<u><i>Alicia Valaene</i></u>	<u>4/10/18</u>	At Meeting of _____
OFMB Department – Posted	_____	_____	_____
	_____	_____	Deputy Clerk to the Board of County Commissioners