

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 14, 2018

Consent ☒ Regular ☐
Public Hearing ☐

Department: Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to authorize: An increase in previously authorized amount for a “Utility Work by Highway Contractor Agreement (At Utility Expense)” (UWHCA) with the Florida Department of Transportation (FDOT) in the amount of \$227,445.44.

Summary: FDOT is proposing improvements to State Road 80 (Southern Blvd) at Lyons Road/Sansbury’s Way. These improvements include the widening of the existing bridge located on Lyons Road over the C-51 Canal, road widening, and drainage installations. Consequently, the existing 16-inch water main as well as the existing 30-inch force main attached on the west and east sides of the bridge will need to be relocated. The proposed improvements will also require the relocation of an existing fire hydrant, the deflection of the water and sewer facilities at several locations and the replacement/adjustment of ten (10) water/sewer valve boxes to final grade. On September 26, 2017, the Board of County Commissioners approved an UWHCA to reimburse FDOT for the adjustment and relocation of those facilities owned and maintained by the Water Utilities Department (WUD) within the road improvement project in the amount of \$922,433.92 (R2017-1362). The preliminary cost for the utility relocation project was based on an Engineer’s cost estimate prepared by FDOT’s Consultant. Subsequently, FDOT received bids for the overall road project that resulted in a final cost for utility relocation in the amount of \$1,149,879.36. Based on the bids received, the budget for the project will need to be increased by \$227,445.44. (WUD Project No.16-028) District 2,6 (MJ)

Background and justification: WUD has reviewed the updated schedule of values prepared by FDOT for the proposed improvements to State Road 80 at Lyons Road/Sansbury’s Way and determined that the above-mentioned facilities will indeed require relocation and/or adjustment. FDOT policy requires prepayment of the additional reimbursement amount of \$227,445.44 which WUD believes is necessary to conduct business with FDOT. Per the terms of the UWHCA, the County is required to execute an escrow agreement to allow the funds to be held by an escrow agent until the utility relocations are undertaken. Such prepayment is in compliance with Section 305.02 of the County Administrative Code.

Attachments:

- 1. Location Map
- 2. UWHCA package
- 3. FDOT Project Cost Distribution for Selected Bidder

Recommended By: Jim Stiles 7-20-18
Department Director Date

Approved By: Will J. Blum 8/9/18
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>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>\$227,446</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</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>\$227,446</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE					
POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Budget Account No.: Fund 4011 Dept 721 Unit W031 Object 6543

Is Item Included in Current Budget? Yes X No

Does this item include the use of federal funds? Yes _____ No X

Reporting Category **N/A**




B. Recommended Sources of Funds/Summary of Fiscal Impact:


The Agreement will be funded from Water Utilities Department user fees.

C. Department Fiscal Review: _____

III. REVIEW COMMENTS


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


7/6/18
 OFMB  7/1/24  7/7/23


8/16/18
 Contract Development and Control

B. Legal Sufficiency:

Legal Sufficiency:

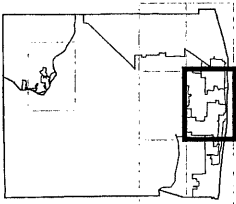
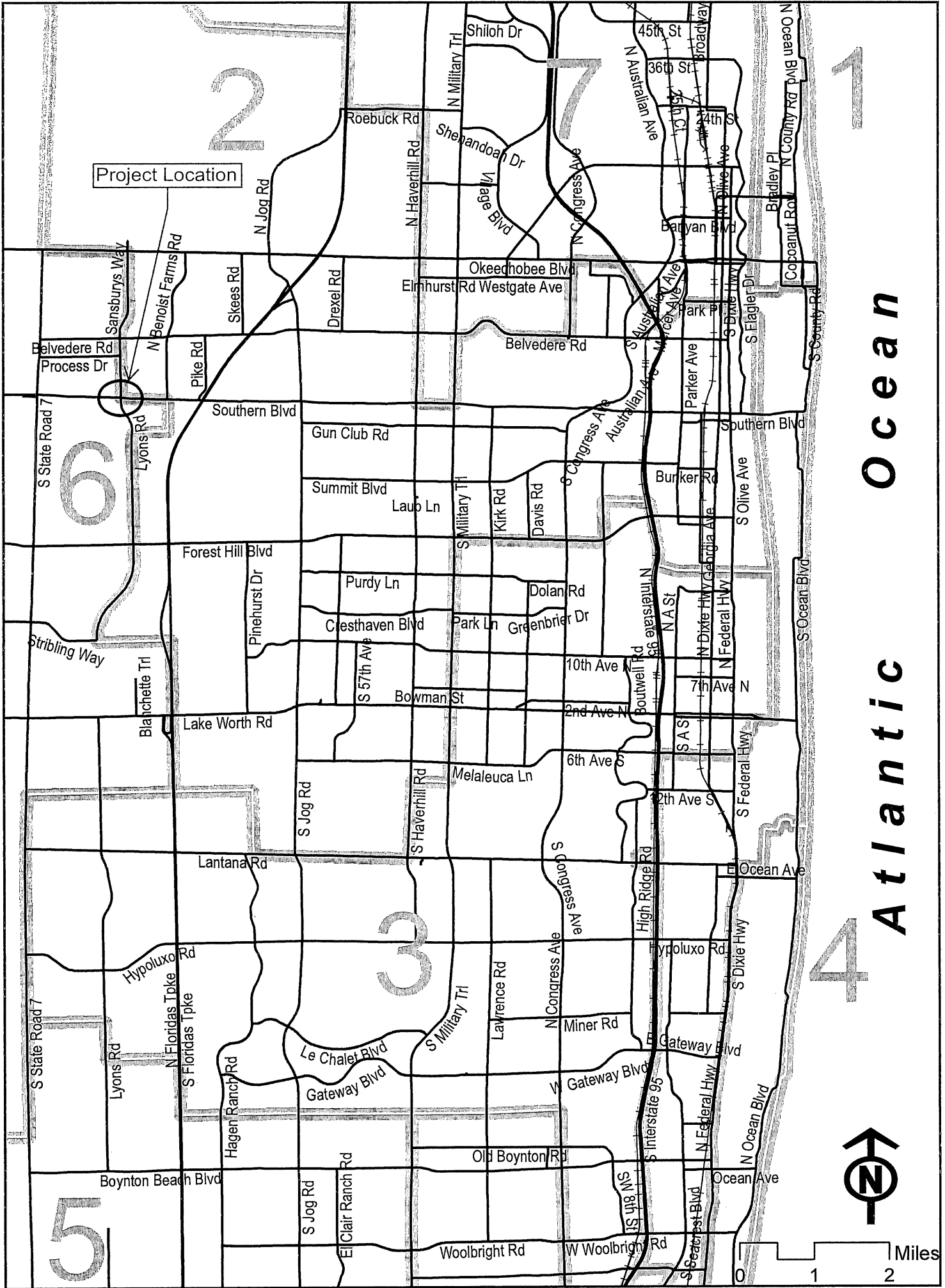
 8/6/18

Assistant County Attorney

C. Other Department Review:

Department Director

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



Location Sketch

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Financial Project ID: 435158-1-56-02	Federal Project ID: D417-076-B
Financial Project ID:	
Financial Project ID:	
Financial Project ID:	
County: Palm Beach	State Road No.: 80
District Document No:	
Utility Agency/Owner (UAO): Palm Beach County R2017 1362	

THIS AGREEMENT, entered into this 01 day of NOVEMBER, year of 2017, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "FDOT", and Palm Beach County, hereinafter referred to as the "UAO";

WITNESSETH:

WHEREAS, the FDOT, is constructing, reconstructing, or otherwise changing a portion of a public road or publicly owned rail corridor, said project being identified as Southern Blvd at Sansbury Way/Lyons Road, State Road No.: 80, hereinafter referred to as the "Project"; and

WHEREAS, the UAO owns or desires to install certain utility facilities which are located within the limits of the Project hereinafter referred to as the "Facilities" (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, installed, or placed out of service pursuant to this Agreement); and

WHEREAS, the Project requires the location (vertically and/or horizontally), protection, relocation, installation, adjustment or removal of the Facilities, or some combination thereof, hereinafter referred to as "Utility Work"; and

WHEREAS, the FDOT and the UAO desire to enter into a joint agreement pursuant to Section 337.403(1)(b), Florida Statutes for the Utility Work to be accomplished by the FDOT's contractor as part of the construction of the Project; and

WHEREAS, the UAO, pursuant to the terms and conditions hereof, will bear certain costs associated with the Utility Work;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the FDOT and the UAO hereby agree as follows:

1. Design of Utility Work
 - a. UAO shall prepare, at UAO's sole cost and expense, a final engineering design, plans, technical special provisions, a cost estimate, and a contingency Utility Work Schedule (said contingency schedule to be used in the case of a bid rejection) for the Utility Work (hereinafter referred to as the "Plans Package") on or before _____, year of _____.
 - b. The Plans Package shall be in the same format as the FDOT's contract documents for the Project and shall be suitable for reproduction.
 - c. Unless otherwise specifically directed in writing, the Plans Package shall include any and all activities and work effort required to perform the Utility Work, including but not limited to, all clearing and grubbing, survey work and shall include a traffic control plan.
 - d. The Plans Package shall be prepared in compliance with the FDOT's Utility Accommodation Manual and the FDOT's Plans Preparation Manual in effect at the time the Plans Package is prepared, and the FDOT's contract documents for the Project. If the FDOT's Plans Preparation Manual has been updated and conflicts with the Utility Accommodation Manual, the Utility Accommodation Manual shall

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apply where such conflicts exist.

- e. The technical special provisions which are a part of the Plans Package shall be prepared in accordance with the FDOT's guidelines on preparation of technical special provisions and shall not duplicate or change the general contracting provisions of the FDOT's Standard Specifications for Road and Bridge Construction and any Supplemental Specifications, Special Provisions, or Developmental Specifications of the FDOT for the Project.
- f. **UAO** shall provide a copy of the proposed Plans Package to the **FDOT**, and to such other right of way users as designated by the **FDOT**, for review at the following stages: _____. Prior to submission of the proposed Plans Package for review at these stages, the **UAO** shall send the **FDOT** a work progress schedule explaining how the **UAO** will meet the **FDOT**'s production schedule. The work progress schedule shall include the review stages, as well as other milestones necessary to complete the Plans Package within the time specified in Subparagraph a. above.
- g. In the event that the **FDOT** finds any deficiencies in the Plans Package during the reviews performed pursuant to Subparagraph f. above, the **FDOT** will notify the **UAO** in writing of the deficiencies and the **UAO** will correct the deficiencies and return corrected documents within the time stated in the notice. The **FDOT**'s review and approval of the documents shall not relieve the **UAO** from responsibility for subsequently discovered errors or omissions.
- h. The **FDOT** shall furnish the **UAO** such information from the **FDOT**'s files as requested by the **UAO**; however, the **UAO** shall at all times be and remain solely responsible for proper preparation of the Plans Package and for verifying all information necessary to properly prepare the Plans Package, including survey information as to the location (both vertical and horizontal) of the Facilities. The providing of information by the **FDOT** shall not relieve the **UAO** of this obligation nor transfer any of that responsibility to the **FDOT**.
- i. The Facilities and the Utility Work will include all utility facilities of the **UAO** which are located within the limits of the Project, except as generally summarized as follows: n/a. These exceptions shall be handled by separate arrangement.
- j. If any facilities of the **UAO** located within the project limits are discovered after work on the project commences to be qualified for relocation at the **FDOT**'s expense, but not previously identified as such, the **UAO** shall file a claim with the **FDOT** for recovery of the cost of relocation thereof. The filing of the claim shall not necessarily entitle the **UAO** to payment, and resolution of the claim shall be based on a determination of fault for the error. The discovery of facilities not previously identified as being qualified for relocation at the **FDOT**'s expense shall not invalidate this Agreement.
- k. The **UAO** shall fully cooperate with all other right of way users in the preparation of the Plans Package. Any conflicts that cannot be resolved through cooperation shall be resolved in the manner determined by the **FDOT**.
- l. Upon completion of the Utility Work, the Facilities shall be deemed to be located on the public road or publicly owned rail corridor under and pursuant to the Utility Permit: _____.
(Note: It is the intent of this line to allow either attachment of or separate reference to the permit).

2. Performance of Utility Work

- a. The **FDOT** shall incorporate the Plans Package into its contract for construction of the Project.
- b. The **FDOT** shall procure a contract for construction of the Project in accordance with the **FDOT**'s requirements.
- c. If the portion of the bid of the contractor selected by the **FDOT** which is for performance of the Utility Work exceeds the **FDOT**'s official estimate for the Utility Work by more than ten percent (10%) and

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the FDOT does not elect to participate in the cost of the Utility Work pursuant to Section 337.403(1)(b), Florida Statutes, the UAO may elect to have the Utility Work removed from the FDOT's contract by notifying the FDOT in writing within 10 days from the date that the UAO is notified of the bid amount. Unless this election is made, the Utility Work shall be performed as part of the Project by the FDOT's contractor.

- d. If the UAO elects to remove the Utility Work from the FDOT's contract in accordance with Subparagraph 2. c., the UAO shall perform the Utility Work separately pursuant to the terms and conditions of the FDOT's standard relocation agreement, the terms and conditions of which are incorporated herein for that purpose by this reference, and in accordance with the contingency relocation schedule which is a part of the Plans Package. The UAO shall proceed immediately with the Utility Work so as to cause no delay to the FDOT or the FDOT's contractor in constructing the Project.
- e. The UAO shall perform all engineering inspection, testing, and monitoring of the Utility Work to insure that it is properly performed in accordance with the Plans Package, except for the following activities: General Engineering Inspection and will furnish the FDOT with daily diary records showing approved quantities and amounts for weekly, monthly, and final estimates in accordance with the format required by FDOT procedures.
- f. Except for the inspection, testing, monitoring, and reporting to be performed by the UAO in accordance with Subparagraph 2. e., the FDOT will perform all contract administration for its construction contract.
- g. The UAO shall fully cooperate with the FDOT and the FDOT's contractor in all matters relating to the performance of the Utility Work.
- h. The FDOT's engineer has full authority over the Project and the UAO shall be responsible for coordinating and cooperating with the FDOT's engineer. In so doing, the UAO shall make such adjustments and changes in the Plans Package as the FDOT's engineer shall determine are necessary for the prosecution of the Project.
- i. The UAO shall not make any changes to the Plans Package after the date on which the FDOT's contract documents are mailed for advertisement of the Project unless those changes fall within the categories of changes which are allowed by supplemental agreement to the FDOT's contract pursuant to Section 337.11, Florida Statutes. All changes, regardless of the nature of the change or the timing of the change, shall be subject to the prior approval of the FDOT.

3. Cost of Utility Work

- a. The UAO shall be responsible for all costs of the Utility Work and all costs associated with any adjustments or changes to the Utility Work determined by the FDOT's engineer to be necessary, including, but not limited to the cost of changing the Plans Package and the increase in the cost of performing the Utility Work, unless the adjustments or changes are necessitated by an error or omission of the FDOT. The UAO shall not be responsible for the cost of delays caused by such adjustments or changes unless they are attributable to the UAO pursuant to Subparagraph 4.a.
- b. The initial estimate of the cost of the Utility Work is \$922,433.92. At such time as the FDOT prepares its official estimate, the FDOT shall notify the UAO of the amount of the official estimate for the Utility Work. Upon being notified of the official estimate, the UAO shall have five (5) working days within which to accept the official estimate for purposes of making deposits and for determining any possible contribution on the part of the FDOT to the cost of the Utility Work, or to elect to have the Utility Work removed from the FDOT's contract and performed separately pursuant to the terms and conditions set forth in Subparagraph 2. d. hereof.
- c. At least thirty (30) calendar days prior to the date on which the FDOT advertises the Project for bids,

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the **UAO** will pay to the **FDOT** an amount equal to the **FDOT's** official estimate; plus 2% for mobilization of equipment for the Utility Work, additional maintenance of traffic costs for the Utility Work, administrative costs of field work, tabulation of quantities, Final Estimate processing and Project accounting (said amounts are to be hereinafter collectively referred to as the Allowances); plus 10% of the official estimate for a contingency fund to be used as hereinafter provided for changes to the Utility Work during the construction of the Project (the Contingency Fund).

- d. Payment of the funds pursuant to this paragraph will be made (choose one):
- ☐ directly to the **FDOT** for deposit into the State Transportation Trust Fund.
- ☒ as provided in the attached Three Party Escrow Agreement between **UAO**, **FDOT** and the State of Florida, Department of Financial Services, Division of Treasury. Deposits of less than \$100,000.00 must be pre-approved by the Department of Financial Services and **FDOT** Comptroller's Office prior to execution of this agreement.
- e. If the portion of the contractor's bid selected by the **FDOT** for performance of the Utility Work exceeds the amount of the deposit made pursuant to Subparagraph c. above, then subject to and in accordance with the limitations and conditions established by Subparagraph 2. c. hereof regarding **FDOT** participation in the cost of the Utility Work and the **UAO's** election to remove the Utility Work from the Project, the **UAO** shall, within fourteen (14) calendar days from notification from the **FDOT** or prior to posting of the accepted bid, whichever is earlier, pay an additional amount to the **FDOT** to bring the total amount paid to the total obligation of the **UAO** for the cost of the Utility Work, plus Allowances and 10% Contingency Fund. The **FDOT** will notify the **UAO** as soon as it becomes apparent the accepted bid amount plus allowances and contingency is in excess of the advance deposit amount; however, failure of the **FDOT** to so notify the **UAO** shall not relieve the **UAO** from its obligation to pay for its full share of project costs on final accounting as provided herein below. In the event that the **UAO** is obligated under this Subparagraph 3.e. to pay an additional amount and the additional amount that the **UAO** is obligated to pay does not exceed the Contingency Fund already on deposit, the **UAO** shall have sixty (60) calendar days from notification from the **FDOT** to pay the additional amount, regardless of when the accepted bid is posted.
- f. If the accepted bid amount plus allowances and contingency is less than the advance deposit amount, the **FDOT** will refund the amount that the advance deposit exceeds the bid amount, plus allowances and contingency if such refund is requested by the **UAO** in writing and approved by the Comptroller of the **FDOT** or his designee.
- g. Should contract modifications occur that increase the **UAO's** share of total project costs, the **UAO** will be notified by the **FDOT** accordingly. The **UAO** agrees to provide, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the **FDOT** is sufficient to fully fund its share of the project costs. The **FDOT** shall notify the **UAO** as soon as it becomes apparent the actual costs will overrun the award amount; however, failure of the **FDOT** to so notify the **UAO** shall not relieve the **UAO** from its obligation to pay for its full share of project costs on final accounting as provided herein below.
- h. The **FDOT** may use the funds paid by the **UAO** for payment of the cost of the Utility Work. The Contingency Fund may be used for increases in the cost of the Utility Work which occur because of quantity overruns or because of adjustments or changes in the Utility Work made pursuant to Subparagraph 2. h. Prior to using any of the Contingency Fund, the **FDOT** will obtain the written concurrence of the person delegated that responsibility by written notice from the **UAO**. The delegatee shall respond immediately to all requests for written concurrence. If the delegatee refuses to provide written concurrence promptly and the **FDOT** determines that the work is necessary, the **FDOT** may proceed to perform the work and recover the cost thereof pursuant to the provisions of Section 337.403(3), Florida Statutes. In the event that the Contingency Fund is depleted, the **UAO** shall, within fourteen (14) calendar days from notification from the **FDOT**, pay to the **FDOT** an additional 10% of the total obligation of the **UAO** for the cost of the Utility Work established under

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Subparagraph 3. e. for future use as the Contingency Fund.

- i. Upon final payment to the Contractor, the **FDOT** intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (360) days. All project cost records and accounts shall be subject to audit by a representative of the **UAO** for a period of three (3) years after final close out of the Project. The **UAO** will be notified of the final cost. Both parties agree that in the event the final accounting of total project costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the **FDOT** to the **UAO** in accordance with Section 215.422, Florida Statutes. In the event said final accounting of total project costs is greater than the total deposits to date, the **UAO** will pay the additional amount within forty (40) calendar days from the date of the invoice. The **UAO** agrees to pay interest at a rate as established pursuant to Section 55.03, Florida Statutes, on any invoice not paid within the time specified in the preceding sentence until the invoice is paid.

4. Claims Against UAO

- a. The **UAO** shall be responsible for all costs incurred as a result of any delay to the **FDOT** or its contractors caused by errors or omissions in the Plans Package (including inaccurate location of the Facilities) or by failure of the **UAO** to properly perform its obligations under this Agreement in a timely manner.
- b. In the event the **FDOT's** contractor provides a notice of intent to make a claim against the **FDOT** relating to the Utility Work, the **FDOT** will notify the **UAO** of the notice of intent and the **UAO** will thereafter keep and maintain daily field reports and all other records relating to the intended claim.
- c. In the event the **FDOT's** contractor makes any claim against the **FDOT** relating to the Utility Work, the **FDOT** will notify the **UAO** of the claim and the **UAO** will cooperate with the **FDOT** in analyzing and resolving the claim within a reasonable time. Any resolution of any portion of the claim directly between the **UAO** and the **FDOT's** contractor shall be in writing, shall be subject to written **FDOT** concurrence and shall specify the extent to which it resolves the claim against the **FDOT**.
- d. The **FDOT** may withhold payment of surplus funds to the **UAO** until final resolution (including any actual payment required) of all claims relating to the Utility Work. The right to withhold shall be limited to actual claim payments made by the **FDOT** to the **FDOT's** contractor.

5. Out of Service Facilities

No Facilities shall be placed out of service unless specifically identified as such in the Plans. The following terms and conditions shall apply to Facilities placed Out-of-Service:

- a. The **UAO** acknowledges its present and continuing ownership of and responsibility for out of service Facilities.
- b. The **FDOT** agrees to allow the **UAO** to leave the Facilities within the right of way subject to the continuing satisfactory performance of the conditions of this Agreement by the **UAO**. In the event of a breach of this Agreement by the **UAO**, the Facilities shall be removed upon demand from the **FDOT** in accordance with the provisions of Subparagraph e. below.
- c. The **UAO** shall take such steps to secure the Facilities and otherwise make the Facilities safe in accordance with any and all applicable local, state or federal laws and regulations and in accordance with the legal duty of the **UAO** to use due care in its dealings with others. The **UAO** shall be solely responsible for gathering all information necessary to meet these obligations.
- d. The **UAO** shall keep and preserve all records relating to the Facilities, including, but not limited to, records of the location, nature of, and steps taken to safely secure the Facilities and shall promptly respond to information requests of the **FDOT** or other permittees using or seeking use of the right of

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way.

- e. The **UAO** shall remove the Facilities at the request of the **FDOT** in the event that the **FDOT** determines that removal is necessary for **FDOT** use of the right of way or in the event that the **FDOT** determines that use of the right of way is needed for other active utilities that cannot be otherwise accommodated in the right of way. Removal shall be at the sole cost and expense of the **UAO** and without any right of the **UAO** to object or make any claim of any nature whatsoever with regard thereto. Removal shall be completed within the time specified in the **FDOT**'s notice to remove. In the event that the **UAO** fails to perform the removal properly within the specified time, the **FDOT** may proceed to perform the removal at the **UAO**'s expense pursuant to the provisions of Sections 337.403 and 337.404, Florida Statutes.
- f. Except as otherwise provided in Subparagraph e. above, the **UAO** agrees that the Facilities shall forever remain the legal and financial responsibility of the **UAO**. The **UAO** shall reimburse the **FDOT** for any and all costs of any nature whatsoever resulting from the presence of the Facilities within the right of way. Said costs shall include, but shall not be limited to, charges or expenses which may result from the future need to remove the Facilities or from the presence of any hazardous substance or material in or discharging from the Facilities. Nothing in this paragraph shall be interpreted to require the **UAO** to indemnify the **FDOT** for the **FDOT**'s own negligence; however, it is the intent that all other costs and expenses of any nature be the responsibility of the **UAO**.

6. Default

- a. In the event that the **UAO** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:
 - (1) Terminate this Agreement if the breach is material and has not been cured within sixty (60) days from written notice thereof from **FDOT**.
 - (2) Pursue a claim for damages suffered by the **FDOT**.
 - (3) If the Utility Work is reimbursable under this Agreement, withhold reimbursement payments until the breach is cured. The right to withhold shall be limited to actual claim payments made by **FDOT** to third parties.
 - (4) If the Utility Work is reimbursable under this Agreement, offset any damages suffered by the **FDOT** or the public against payments due under this Agreement for the same Project. The right to offset shall be limited to actual claim payments made by **FDOT** to third parties.
 - (5) Suspend the issuance of further permits to the **UAO** for the placement of Facilities on **FDOT** property if the breach is material and has not been cured within sixty (60) days from written notice thereof from **FDOT**.
 - (6) Pursue any other remedies legally available.
 - (7) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.
- b. In the event that the **FDOT** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UAO** may exercise one or more of the following options:
 - (1) Terminate this Agreement if the breach is material and has not been cured within sixty (60) days from written notice thereof from the **UAO**.

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- (2) If the breach is a failure to pay an invoice for Utility Work which is reimbursable under this Agreement, pursue any statutory remedies that the UAO may have for failure to pay invoices.
 - (3) Pursue any other remedies legally available.
- c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties nor from any statutory obligations that either party may have with regard to the subject matter hereof.

7. Force Majeure

Neither the UAO nor the FDOT shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

8. Indemnification

FOR GOVERNMENT-OWNED UTILITIES,

To the extent provided by law, the UAO shall indemnify, defend, and hold harmless the FDOT and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the UAO, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which FDOT or said parties may be subject, except that neither the UAO, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the FDOT or any of its officers, agents, or employees during the performance of this Agreement.

When the FDOT receives a notice of claim for damages that may have been caused by the UAO in the performance of services required under this Agreement, the FDOT will immediately forward the claim to the UAO. The UAO and the FDOT will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the FDOT will determine whether to require the participation of the UAO in the defense of the claim or to require the UAO to defend the FDOT in such claim as described in this section. The FDOT's failure to notify the UAO of a claim shall not release the UAO from any of the requirements of this section. The FDOT and the UAO will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

FOR NON-GOVERNMENT-OWNED UTILITIES,

The UAO shall indemnify, defend, and hold harmless the FDOT and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the UAO, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which FDOT or said parties may be subject, except that neither the UAO, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the FDOT or any of its officers, agents, or employees during the performance of this Agreement.

The UAO's obligation to indemnify, defend, and pay for the defense or at the FDOT's option, to participate and associate with the FDOT in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within fourteen (14) days of receipt by the UAO of the FDOT's notice of claim for indemnification to the UAO. The notice of claim for indemnification shall be served by certified mail. The

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UAO's obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the UAO's inability to evaluate liability or because the UAO evaluates liability and determines the UAO is not liable or determines the FDOT is solely negligent. Only a final adjudication of judgment finding the FDOT solely negligent shall excuse performance of this provision by the UAO. The UAO shall pay all costs and fees related to this obligation and its enforcement by the FDOT. The FDOT's delay in notifying the UAO of a claim shall not release UAO of the above duty to defend.

9. Miscellaneous

- a. Time is of essence in the performance of all obligations under this Agreement.
- b. The Facilities shall at all times remain the property of and be properly protected and maintained by the UAO in accordance with the current Utility Accommodation Manual in effect at the time the Plans Package is prepared and the current utility permit for the Facilities; provided, however, that the UAO shall not be obligated to protect or maintain any of the Facilities to the extent the FDOT's contractor has that obligation as part of the Utility Work pursuant to the FDOT's specifications.
- c. The FDOT may unilaterally cancel this Agreement for refusal by the UAO to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the UAO in conjunction with this Agreement.
- d. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the FDOT has manuals and written policies and procedures which may be applicable at the time of the Project and the relocation of the Facilities.
- e. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.
- f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The UAO shall have a continuing obligation to notify each District of the FDOT of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to the UAO:

Jackie Michels, P.E., Plan Review Manager
8100 Forest Hill Blvd, West Palm Beach, FL 33413
JMichels@pbcwater.com; 561-493-6116

If to the FDOT:

Tim Brock, P.E., District Utility Engineer
3400 West Commercial Blvd, Fort Lauderdale, FL 33309
Tim.Brock@dot.state.fl.us; 954-777-4125

10. Certification

This document is a printout of an FDOT form maintained in an electronic format and all revisions thereto by the UAO in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled Changes To Form Document and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the UAO hereby represents that no change has been made to the text of this document except through the terms of the

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(AT UTILITY EXPENSE)

710-010-22
UTILITIES
OGC-11/14

appendix entitled Changes to Form Document.

You MUST signify by selecting or checking which of the following applies:

- ☐ No changes have been made to this Form Document and no Appendix entitled "Changes to Form Document" is attached.
- ☒ No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

UTILITY: Palm Beach County



BY: (Signature) _____

DATE: _____

(Typed Name: _____)

(Typed Title: _____)

Recommend Approval by the District Utility Office

BY: (Signature)  _____

DATE: 10/25/17

FDOT Legal review

BY: (Signature)  _____

DATE: 10/30/17

District Counsel

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: (Signature)  _____

DATE: 11/1/17

(Typed Name: Stacy Miller, P.E.)

(Typed Title: Director of Development)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: _____

DATE: _____

(Typed Name: _____)

(Typed Title: _____)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT

R2017 1362

PALM BEACH COUNTY SEP 26 2017
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA
BOARD OF COUNTY COMMISSIONERS
OF PALM BEACH COUNTY, FLORIDA

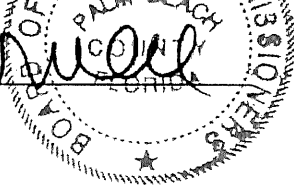
Signed: Paulette Burdick

Typed Name: Paulette Burdick, Mayor

ATTEST:

Sharon R. Bock, Clerk & Comptroller

Tracy Powell
(Deputy Clerk)



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

[Signature]
(County Attorney)

APPROVED AS TO TERMS AND
CONDITIONS

By: Jim Stiles
Director of Water Utilities

ATTACHMENTS

1. Appendix – Changes to Form Document
2. Appendix A of Assurances – Required Contract Provisions for Federal Aid Contracts (This shall be considered "Changes to Form Document" referenced in paragraph 10 of the Utility Work by Highway Contractor Agreement)
3. Exhibit A – Scope of Services
4. Exhibit B – Summary of Quantities
5. Three Party Escrow Agreement

APPENDIX

Changes to Form Document

In accordance with section # 10 in the basic agreement the following sections shall be modified;

Section 1a shall be deleted and the following substituted:

FDOT, through its consultant, shall prepare a final engineering design, plans, technical specification provisions and cost estimate for the Utility Work (hereinafter referred to as the Plans Package).

Section 1f thru 1h shall be deleted and the following substituted:

- f. FDOT shall provide a copy of the proposed Plans Package to the UAO for review and approval. Plans will be deemed approved within 10 working days unless there are comments or the time to review is extended by FDOT at the request of the UAO.
- g. In the event that the UAO finds any deficiencies in the Plans Package during the review performed pursuant to Subparagraph f above, the UAO will notify FDOT in writing of the deficiencies.
- h. The UAO shall furnish the FDOT such information from the UAO's files as requested by FDOT; however, the UAO shall not be responsible for preparation of the Plans Package or for verification of all information necessary to prepare the Plans Package.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS
(Appendix A of Assurances)

710-010-08
UTILITIES
OGC-04/17

Financial Project ID: 435158-1-56-02	Federal Project ID: D417-076-B
County: Palm Beach	State Road No.: 80
District Document No:	
Utility Agency/Owner (UAO): Palm Beach County	

During the performance of this Agreement, the **Utility Agency Owner (UAO)**, for itself, its assignees and successors in interest (hereinafter referred to as the **UAO**), agrees as follows:

(1) **Compliance with Regulations:** The **UAO** will comply with the Regulations of the **FLORIDA DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as the **DEPARTMENT**) relative to nondiscrimination in Federally-assisted programs of the **DEPARTMENT** (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The **UAO**, with regard to the work performed by it after award and prior to completion of the **UAO** work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors, including procurement of materials or leases of equipment. The **UAO** will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A & B of the Regulations.

(3) **Solicitations:** In all solicitations either by competitive bidding or negotiation made by the **UAO** for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the **UAO** of the **UAO's** obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.

(4) **"Buy America" Requirements:** The **UAO** will use domestic steel and/or iron products incorporated into the finished work in compliance with the Buy America provisions of 23 CFR 635.410 as amended. As used in this provision, "steel and/or iron products" means manufactured products that are predominately steel and/or iron products and that are not otherwise exempt from Buy America requirements pursuant to rules and regulations of the Federal Highway Administration. As used in this provision, "domestic" means products that are manufactured in the United States which have not undergone any manufacturing process outside of the United States that modified the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through final shaping and coating. If a steel and/or iron product is taken outside the United States for any manufacturing process, it becomes foreign source steel and/or iron products. The **UAO** may incorporate into the finished work foreign source steel and/or iron products as long as the actual cost of such foreign products does not exceed 0.1% of the total amount of this Agreement, or \$2,500.00 whichever is greater. The **UAO** will retain documentation verifying compliance with the Buy America provision of this Agreement for a period of 3 years after final payment of the finished work. Upon request, the **UAO** will provide the documentation verifying compliance with the Buy America provision of this Agreement. The **UAO** will provide a certification with the invoice that states the following: "The **UAO** certifies that all manufactured products that are predominately steel and/or iron are domestic products in compliance with the Buy America provisions of 23 CFR 635.410 as amended except for the foreign source steel and/or iron allowance of 0.1% of the total amount of the agreement between the Florida Department of Transportation and the **UAO**, or \$2,500.00 whichever is greater."

(5) **Information and Reports:** The **UAO** will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **DEPARTMENT** or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the **UAO** is in the exclusive possession of another who fails or refuses to furnish this information, the **UAO** shall so certify to the **DEPARTMENT** or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS
(Appendix A of Assurances)

710-010-08
UTILITIES
OGC-04/17

(6) **Sanctions for Noncompliance:** In the event of the **UAO's** noncompliance with the nondiscrimination provisions of paragraphs (1) through (4), the **DEPARTMENT** shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the Agreement until the **UAO** complies; and/or
- (b) cancellation, termination or suspension of the Agreement, in whole or in part.

(7) **Incorporation of Provisions:** The **UAO** will include the provisions of paragraph (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. The **UAO** will take such action with respect to any subcontract, procurement or lease as the **DEPARTMENT** or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the **UAO** becomes involved in, or is threatened with, litigation with a subcontractor, supplier or lessor as a result of such direction, the **UAO** may request the State to enter into such litigation to protect the interests of the State, and, in addition, the **UAO** may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT A
Scope of Services - 435158-1-56-02

The utility work to be performed under this agreement involves relocation Palm Beach County owned utilities (PBCWUD) that are impacted due to the proposed Lyons Road bridge widening over the C-51 canal and other locations where the proposed roadway intersection improvements require PBCWUD utility relocations. Permits are required from FDEP and SFWMD. The UWHC plans include utility relocations of the 16" water main and 30" force main impacted by the Lyons Road bridge widening. In addition, there are utility relocations required due to proposed roadway widening for 4" force main, 8" water main, 16" water main and 30" force main.

FDOT design consultant will be preparing the plans package for the above utility work, and related post design services.

EXHIBIT B
Summary of Quantities

No.	Item	Unit	Quantity	Notes
425-6	VALVE BOXES, ADJUST	EA	10	
1050-16-002	UTILITY PIPE - REMOVE & DISPOSE, 2-4.9"	LF	238	Forcemain
1050-16-004	UTILITY PIPE - REMOVE & DISPOSE, 8-19.9"	LF	430	Watermain
1050-16-005	UTILITY PIPE - REMOVE & DISPOSE, 20-49.9"	LF	600	Forcemain
1050-31-204	UTILITY PIPE - POLY VINYL CHLORIDE, F&I, WATER/SEWER, 4"	LF	242	Forcemain
1050-51-206	UTILITY PIPE - DUCTILE IRON/CAST IRON, F&I, WATER/SEWER, 6"	LF	8	Watermain
1050-51-208	UTILITY PIPE - DUCTILE IRON/CAST IRON, F&I, WATER/SEWER, 8"	LF	6	Watermain
1050-51-216	UTILITY PIPE - DUCTILE IRON/CAST IRON, F&I, WATER/SEWER, 16"	LF	440	Watermain
1050-51-230	UTILITY PIPE - DUCTILE IRON/CAST IRON, F&I, WATER/SEWER, 30"	LF	586	Forcemain
1055-51-116	UTILITY FITTINGS - DUCTILE IRON/CAST IRON, F&I, ELBOW, 16"	EA	12	Watermain
1055-51-130	UTILITY FITTINGS - DUCTILE IRON/CAST IRON, F&I, ELBOW, 30"	EA	16	Forcemain
1055-51-216	UTILITY FITTINGS - DUCTILE IRON/CAST IRON, F&I, TEE, 16"	EA	2	Watermain
1055-51-408	UTILITY FITTINGS - DUCTILE IRON/CAST IRON, F&I, UNION, 8"	EA	1	Watermain
1055-51-416	UTILITY FITTINGS - DUCTILE IRON/CAST IRON, F&I, UNION, 16"	EA	4	Watermain
1055-51-430	UTILITY FITTINGS - DUCTILE IRON/CAST IRON, F&I, UNION, 30"	EA	6	Forcemain
1080-24-106	UTILITY FIXTURE - VALVE ASSY, F&I, 6"	EA	1	Watermain
1080-24-108	UTILITY FIXTURE - VALVE ASSY, F&I, 8"	EA	1	Watermain
1080-24-116	UTILITY FIXTURE - VALVE ASSY, F&I, 16"	EA	3	Watermain
1080-24-130	UTILITY FIXTURE - VALVE ASSY, F&I, 30"	EA	1	Forcemain
1080-26-116	UTILITY FIXTURE - VAC/AIR ASSY, F&I, 16" (Air Release Valve Assemb)	EA	1	Watermain

1080-26-130	UTILITY FIXTURE - VAC/AIR ASSY, F&I, 30" (Air Release Valve Assemb)	EA	1	Forcemain
1080-27-104	UTILITY FIXTURE - LINE STOP ASSY, F&I, 4"	EA	1	Forcemain
1080-27-108	UTILITY FIXTURE - LINE STOP ASSY, F&I, 8"	EA	1	Watermain
1080-27-130	UTILITY FIXTURE - LINE STOP ASSY, F&I, 30"	EA	1	Forcemain
1080-29-104	UTILITY FIXTURE - MECHANICAL JOINT RESTRAINT, F&I, 4"	EA	16	Forcemain
1080-29-106	UTILITY FIXTURE - MECHANICAL JOINT RESTRAINT, F&I, 6"	EA	4	Watermain
1080-29-108	UTILITY FIXTURE - MECHANICAL JOINT RESTRAINT, F&I, 8"	EA	6	Watermain
1080-29-116	UTILITY FIXTURE - MECHANICAL JOINT RESTRAINT, F&I, 16"	EA	64	Watermain
1080-29-130	UTILITY FIXTURE - MECHANICAL JOINT RESTRAINT, F&I, 30"	EA	74	Forcemain
1080-32-116	UTILITY FIXTURE - SAMPLE POINT, F&I, 16.0"	EA	2	Watermain
1644-113-08	FIRE HYDRANT, F&I, STANDARD, 2 HOSE, 1 PUMPER, 6"	EA	1	
1644-900	FIRE HYDRANT, REMOVE	EA	1	

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARYMM/MB 70
R-2017-1362

Meeting Date: September 12, 2017

Consent ☒ Regular ☐
Public Hearing ☐

Department: Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a "Utility Work by Highway Contractor Agreement (At Utility Expense)" (UWHCA) with the Florida Department of Transportation (FDOT) in the amount of \$922,433.92.

Summary: FDOT is proposing improvements to State Road 80 (Southern Blvd) at Lyons Road/Sansbury's Way. These improvements include the widening of the existing bridge located on Lyons Road over the C-51 Canal, road widening, and drainage installations. Consequently, the existing 16-inch water main as well as the existing 30-inch force main attached on the west and east sides of the bridge will need to be relocated. The proposed improvements will also require the relocation of an existing fire hydrant, the deflection of the water and sewer facilities at several locations and the replacement/adjustment of ten (10) water/sewer valve boxes to final grade. In order to include the adjustment and relocation of those facilities owned and maintained by the Water Utilities Department (WUD) within the road improvement project, FDOT requires WUD to enter into a UWHCA to reimburse FDOT for the work. The relocation plan is prepared by FDOT's Consultant and the Engineer's cost estimate is \$922,433.92. (WUD Project No.16-028) District 2,6 (MJ)

Background and justification: WUD has reviewed the drawings prepared by FDOT's Consultant for the proposed improvements to State Road 80 at Lyons Road/Sansbury's Way and determined that the above-mentioned facilities will indeed require relocation and/or adjustment. FDOT policy requires prepayment of the reimbursement amount of \$922,433.92 which WUD believes is necessary to conduct business with FDOT. Per the terms of the UWHCA, the County is required to execute an escrow agreement to allow the funds to be held by an escrow agent until the utility relocations are undertaken. Such prepayment is in compliance with Section 305.02 of the County Administrative Code and Board of County Commissioners (BCC) approval of the UWHCA is required as the amount exceeds the previously approved (March 1, 2016) \$200,000 limit under which the UWHCA can be approved by the County Administrator or Designee.

Attachments:

1. Four (4) Original Utility Work by Highway Contractor Agreement (At Utility Expense)
2. Location Map
3. Engineer's Cost Estimate

Recommended By:

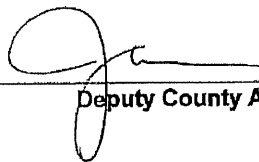


Department Director

8-28-17

Date

Approved By:



Deputy County Administrator

8/30/17

Date

b/c

THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), Palm Beach County ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: SR-80/Southern Blvd at Sansbury Way/Lyons Road
Project #: 435158-1-56-02
County: Palm Beach County

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
2. Other deposits to the escrow account may be made during the life of this agreement.
3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.
5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.
6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

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FIS, STATE OF FLORIDA
DIVISION OF TREASURY
NOV 8 2017

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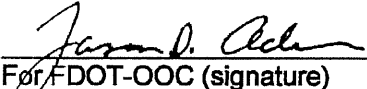
7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
12. 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.
13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

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RECEIVED
U.S. STATE OF FLORIDA
TALLAHASSEE, FLORIDA

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IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.



For FDOT-OOC (signature)
Jason D. Adank, CPA
Deputy Comptroller, GAO

Name and Title

59-3024028
Federal Employer I.D. Number

11/6/17
Date

For PARTICIPANT (signature)

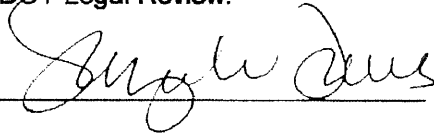
Name and Title

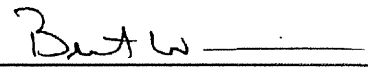
59-6000785-011
Federal Employer I.D. Number

Date

See attached

FDOT Legal Review:





For Escrow Agent (signature)

Bert Wilkerson, Director of Treasury

Name and Title

11/8/17
Date

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RECEIVED
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
THREE-PARTY ESCROW AGREEMENT

R2017 1362

PALM BEACH COUNTY SEP 26 2017
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA
BOARD OF COUNTY COMMISSIONERS
OF PALM BEACH COUNTY, FLORIDA

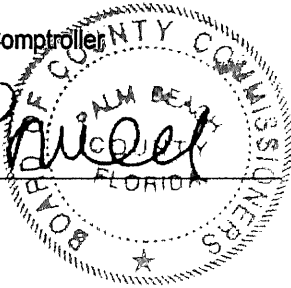
Signed: Paulette Burdick

Typed Name: Paulette Burdick, Mayor

ATTEST:

Sharon R. Bock, Clerk & Comptroller

Marcy Powell
(Deputy Clerk)



APPROVED AS TO TERMS AND
CONDITIONS

By: Jim Stiles
Director of Water Utilities

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

[Signature]
(County Attorney)

RECEIVED
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

2017 NOV -8 AM 10:45



ATTACHMENT 3

Proposal:	T4476	Proposal Description:	SR 80 (SOUTHERN BLVD)
Project:	43515815602	Project Description:	SR-80/SOUTHERN BLVD AT SANSBURY WAY/LYONS RD. - INTERSECTION IMPROVEMENT
Federal Project:	N/A	Awarded Vendor:	F471114933 MORRISON - COBALT JV

Line #	Alt.	Item	Description	Units	Qty	Price	Ext. Amount	Flags
Category: 0700 - Utilities								
0005		0999 25	INITIAL CONTINGENCY AMOUNT, DO NOT BID - 43515815602	LS	1.000	7,919.30000	7,919.30	FNPART
0010		1050 16002	UTILITY PIPE,REMOVE & DISPOSE, 2-4.9"	LF	238.000	31.00000	7,378.00	
0015		1050 16004	UTILITY PIPE,REMOVE & DISPOSE, 8-19.9"	LF	312.000	41.00000	12,792.00	
0020		1050 16005	UTILITY PIPE,REMOVE & DISPOSE, 20-49.9"	LF	446.000	57.00000	25,422.00	
0025		1050 19425	UTILITY PIPE,DUCTILE IRON/CAST IRON- TEMPORARY, 20-49.9"	LF	358.000	1.00000	358.00	
0030		1050 51204	UTILITY PIPE- DUCTILE IRON/CAST IRON, FURNISH & INSTALL, WATER/SEWER, 4"	LF	242.000	124.00000	30,008.00	
0035		1050 51206	UTILITY PIPE- DUCTILE IRON/CAST IRON, FURNISH & INSTALL, WATER/SEWER, 6"	LF	8.000	150.00000	1,200.00	
0040		1050 51216	UTILITY PIPE- DUCTILE IRON/CAST IRON, FURNISH & INSTALL, WATER/SEWER, 16"	LF	325.000	324.00000	105,300.00	
0045		1050 51230	UTILITY PIPE- DUCTILE IRON/CAST IRON, FURNISH & INSTALL, WATER/SEWER, 30"	LF	433.000	690.00000	298,770.00	
0050		1055 51116	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, FURNISH & INSTALL ELBOW, 16"	EA	12.000	1,545.00000	18,540.00	
0055		1055 51130	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, FURNISH & INSTALL ELBOW, 30"	EA	12.000	6,180.00000	74,160.00	
0060		1055 51216	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, FURNISH & INSTALL TEE, 16"	EA	1.000	1,700.00000	1,700.00	
0065		1055 51416	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, FURNISH & INSTALL UNION, 16"	EA	4.000	2,575.00000	10,300.00	
0070		1055 51430	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, FURNISH & INSTALL UNION, 30"	EA	4.000	6,695.00000	26,780.00	
0075		1080 21110	UTILITY FIXTURE, VALVE/METER BOX, FURNISH & INSTALL, 10"	EA	5.000	600.00000	3,000.00	
0080		1080 21112	UTILITY FIXTURE, VALVE/METER BOX, FURNISH & INSTALL, 12"	EA	2.000	600.00000	1,200.00	
0085		1080 21116	UTILITY FIXTURE, VALVE/METER BOX, FURNISH & INSTALL, 16"	EA	1.000	600.00000	600.00	
0090		1080 21130	UTILITY FIXTURE, VALVE/METER BOX, FURNISH & INSTALL, 30"	EA	2.000	600.00000	1,200.00	
0095		1080 24106	UTILITY FIXTURE, VALVE ASSEMBLY, FURNISH AND INSTALL, 6"	EA	1.000	1,700.00000	1,700.00	

() - Bid As Lump Sum Item, NPART - Non-Participating Item, F - Fixed Price Item



Florida Department of Transportation
web Trnsport
Project Cost Distribution for Selected Bidder
Letting: CT180613

6/14/2018 9:12:39 AM

Proposal:	T4476	Proposal Description:	SR 80 (SOUTHERN BLVD)
Project:	43515815602	Project Description:	SR-80/SOUTHERN BLVD AT SANSBURY WAY/LYONS RD. - INTERSECTION IMPROVEMENT
Federal Project:	N/A	Awarded Vendor:	F471114933 MORRISON - COBALT JV

Line #	Alt.	Item	Description	Units	Qty	Price	Ext. Amount	Flags
Category: 0700 - Utilities								
0100		1080 24116	UTILITY FIXTURE, VALVE ASSEMBLY, FURNISH AND INSTALL, 16"	EA	2.000	4,326.00000	8,652.00	
0105		1080 24130	UTILITY FIXTURE, VALVE ASSEMBLY, FURNISH AND INSTALL, 30"	EA	1.000	41,200.00000	41,200.00	
0110		1080 26116	UTILITY FIXTURE, VAC/AIR ASSEMBLY, FURNISH AND INSTALL, 16"	EA	1.000	1,600.00000	1,600.00	
0115		1080 26130	UTILITY FIXTURE, VAC/AIR ASSEMBLY, FURNISH & INSTALL 30"	EA	1.000	5,150.00000	5,150.00	
0120		1080 27104	UTILITY FIXTURE- LINE STOP ASSEMBLY, FURNISH AND INSTALL, 4"	EA	1.000	10,300.00000	10,300.00	
0125		1080 27130	UTILITY FIXTURE- LINE STOP ASSEMBLY, FURNISH AND INSTALL, 30	EA	2.000	47,380.00000	94,760.00	
0130		1080 29104	UTILITY FIXTURE, MECHANICAL JOINT RESTRAINT, FURNISH & INSTALL, 4"	EA	16.000	309.00000	4,944.00	
0135		1080 29106	UTILITY FIXTURE, MECHANICAL JOINT RESTRAINT, FURNISH & INSTALL, 6"	EA	4.000	400.00000	1,600.00	
0140		1080 29116	UTILITY FIXTURE, MECHANICAL JOINT RESTRAINT, FURNISH & INSTALL, 16"	EA	56.000	927.00000	51,912.00	
0145		1080 29130	UTILITY FIXTURE, MECHANICAL JOINT RESTRAINT, FURNISH & INSTALL, 30"	EA	58.000	3,090.00000	179,220.00	
0150		1080 32116	UTILITY FIXTURE- SAMPLE POINT, FURNISH & INSTALL, 16"	EA	2.000	900.00000	1,800.00	
0155		1644113 08	FIRE HYDRANT, F&I, STANDARD, 2 HOSE, 1PUMPER, 6"	EA	1.000	4,532.00000	4,532.00	
0160		1644900	FIRE HYDRANT, REMOVE	EA	1.000	600.00000	600.00	
Category Total 0700							\$1,034,597.30	
Project Total 43515815602							\$1,034,597.30	
Proposal Total T4476							\$7,524,128.05	

() - Bid As Lump Sum Item, NPART - Non-Participating Item, F - Fixed Price Item



Category Cost Summary By Project

Proposal: T4476	Proposal Description: SR 80 (SOUTHERN BLVD)
Project: 43515815602	Project Description: SR-80/SOUTHERN BLVD AT SANSBURY WAY/LYONS RD. - INTERSECTION IMPROVEMENT
Federal Project: N/A	Awarded Vendor: F471114933 MORRISON - COBALT JV

Fund Id: PART	Fund Description: Participating
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Category	Cost
0700 - Utilities	\$1,026,678.00
Fund Total PART	\$1,026,678.00

Fund Id: NPART	Fund Description: Non Participating
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Category	Cost
0700 - Utilities	\$7,919.30
Fund Total NPART	\$7,919.30

Project Total 43515815602	\$1,034,597.30
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Proposal Total T4476	\$7,524,128.05
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Bid Amount	\$1,026,678.00
10% Contingency	+\$102,667.80
2% CEI	+\$20,533.56
Paid Amount	-\$922,433.92
Additional Funds Required	\$227,445.44