### PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

#### **AGENDA ITEM SUMMARY**

Meeting Date:	October 16, 2018	[X]	Consent Workshop	[]	Regular Public Hearing
Department:	<b>Engineering &amp; Public W</b>	orks	-		<u> </u>
Submitted By:	<b>Engineering &amp; Public W</b>	orks			
<b>Submitted For:</b>	Roadway Production Div	ision			

#### I. EXECUTIVE BRIEF

#### Motion and Title: Staff recommends motion to approve:

- **A)** an interlocal agreement with the City of Boca Raton (City) in the amount of \$706,189 for water and force main utility adjustments as part of the Palmetto Park Road project from SW 7<sup>th</sup> Avenue to SW 5<sup>th</sup> Avenue (Project); and
- **B)** a budget amendment of \$706,189 in the Road Impact Fee Fund Zone 5 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 Project. The Project will remove and replace the existing concrete bridge over the E-4 (El Rio) canal on Palmetto Park Road, and includes installation of drainage structures, sidewalk, curb and gutter and utilities. 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. <u>District 4</u> (LBH)

**Background and Justification:** The construction contract for the Project was awarded by the Board of County Commissioners on July 10, 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:	7/12/2018 Date
Approved By:	Assistant County Administrator	10 1  8 Date

#### II. FISCAL IMPACT ANALYSIS

#### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	<u>\$706,189</u>			-0-	-0-
<b>Operating Costs</b>	-0-	-0-	-0-	-0-	-0-
External Revenues	(\$706,189)	-0-	-0-	-0-	-0-
<b>Program Income (County)</b>	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	<del>-0-</del>
NET FISCAL IMPACT	<u>\$ 0</u>	-0-	-0-	-0-	-0-
# ADDITIONAL FTE					
<b>POSITIONS (Cumulative)</b>					

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 3505 Dept 361 Unit 1515 Object 8101/6994

Recommended Sources of Funds/Summary of Fiscal Impact:

Road Impact Fee Zone 5 Fund

Palmetto Park Rd over LWDD E-4 Canal, Bridge.

Utility Relocation Expense
Reimbursement City of Boca Raton
Fiscal Impact

\$706,189.00 (\$706,189.00)

911118

C. Departmental Fiscal Review:

#### III. REVIEW COMMENTS

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

P Approved as to Form

OFMB 494 Contract Dev. and Control

B. Approved as to Form and Legal Sufficiency:

sistant County Attorney

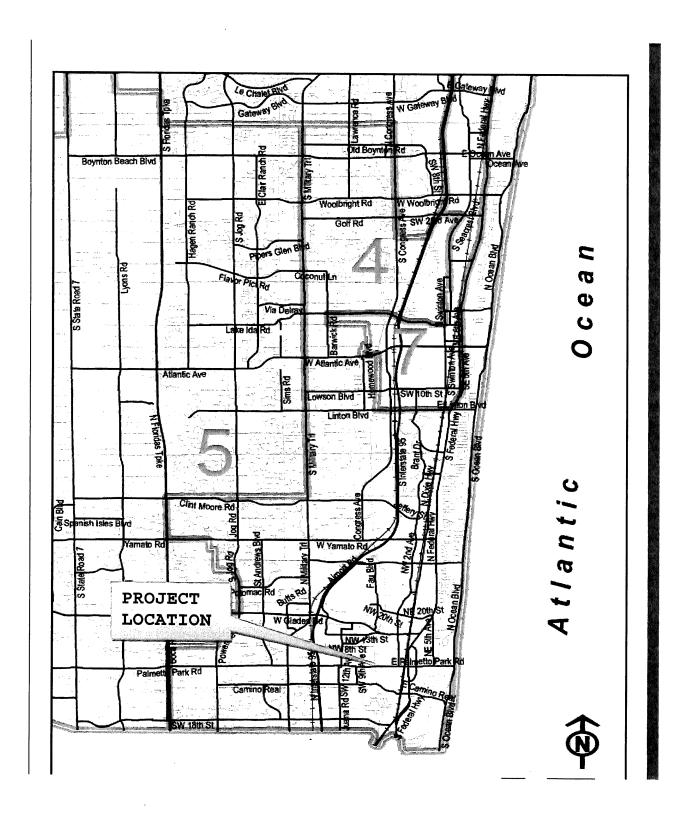
C. Other Department Review:

**Department Director** 

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

#### **PROJECT LOCATION**





Palmetto Park Road from SW 7<sup>th</sup> Avenue to SW 5<sup>th</sup> Avenue

**LOCATION MAP** 

# INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY, FLORIDA AND

# CITY OF BOCA RATON FOR JOINT PARTICIPATION AND PROJECT FUNDING FOR CONSTRUCTION AND UTILITY ADJUSTMENT OF PALMETTO PARK ROAD FROM SW 7<sup>th</sup> Avenue to SW 5<sup>th</sup> Avenue LWDD E-4 (EL RIO) CANAL PALM BEACH COUNTY PROJECT NO. 2013531

**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 Boca Raton, 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 Palmetto Park Rd. from SW  $7^{th}$  Ave. to SW  $5^{th}$  Ave. LWDD E-4 Canal (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 and force 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.

#### 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. 2013531. 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 **Seven Hundred Six Thousand One Hundred Eighty Nine Dollars (\$706,189.00)**, 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 Boca Raton 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

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. <u>Independent Contractor:</u>

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.

 ${\sf COUNTY}$  does not have the power or authority to bind the  ${\sf CITY}$  in any promise, Agreement or representation.

#### Section 8. Personnel:

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

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.

#### 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:

Chris Helfrich, P.E., Utility Services Director Utility Services Department, City of Boca Raton 1401 Glades Rd. Boca Raton, FL 33431

All notice to the COUNTY shall be sent to:

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

#### Section 14. Modification and Amendment:

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

#### Section 15. Remedies:

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

#### Section 16. No Waiver:

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

#### Section 17. Joint Preparation:

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

#### Section 18. 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.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day

and year first written above.	The parties have executed this Agreement of the
CITY OF BOCA RATON	PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS
BY: Actification Scott Singer, Mayor	BY: Melissa McKinlay, Mayor
ATTEST:	ATTEST:
Susan S. Saxton CITY CLERK	Sharon R. Bock, CLERK & COMPTROLLER
BY: Susau S. Saydon (DATE) 7/27/18	BY: (DATE)  ATTEST:  APPROVED AS TO TERMS AND CONDITIONS
	BY: My Mu Py See 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

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P	Palmetto Park Road, SW 7th AVE. To SW 5th Avenue LWDD  PBC PROJECT # 2013531	E-4 (El Rio) Cai	nal		Average Price	Engineer's Estimate		ENGECON (	CONS	STRUCTION		RUSSELL EN	IGINEERING
P FTEM#	TIEM DESCRIPTION	YTO:	ÜNITS		-Unit Price	Unit Price		Unit Price		- Total		Unit Price	Total
OADWAYI	ITEMS										1		•
1	Mobilization		1 LS	\$	477,500.00	\$300,000.00	\$	475,000.00	\$	475,000.00	,   \$	480,000.00	\$ 480,000.
2	Maintenance of Traffic ( incl. Pedestrian M.O.T. )		l LS	\$	301,527.50	\$250,000.00	\$	190,000.00	\$	190,000.00	\$	413,055.00	\$ 413,055
3	Sediment Barrier (Silt Fence)	2,816	) LF	\$	1.43	\$2.88	\$	1.60	\$	4,505.60	\$	1.25	\$ 3,520
4	Clearing and Grubbing	1	LS LS	\$	62,500.00	\$45,000.00	\$	70,000.00	\$	70,000.00	\$	55,000.00	\$ 55,000
5	Regular Excavation	937	CY	\$	14.28	\$17.52	\$	15.00	\$	14,055.00	\$	13.55	\$ 12,696
6	Embankment (Compacted in Place)	605	CY	\$	31.50	\$11.38	\$	28.00	\$	16,940.00	\$	35.00	\$ 21,175
7	Type B Stabilization (LBR 40) (12")	4,707	SY	\$	7.78	\$5.77	\$	12.00	\$	56,484.00	\$	3.55	
8	Optional Base Group 7	2,577	SY	\$	22.28	\$13.74	\$	27.00		69,579.00		17.55	·
9	Optional Base Group 13	1,758	SY	\$	35.03	\$26.60	\$	43.50		76,473.00	5	26.55	46,674
10	Superpave Asphalt Concrete (Traffic Level C)	435	TN	\$	132.83	\$139.47	\$	130.65		56,832.75	\$	135.00	58,725
11	Asph. Concrete Friction Course ( 1.0" ) ( FC-9.5 ) Rubber	672	TN	\$	146.75	\$161.59	\$	138.50		93,072.00	Ś		\$ 104,160
12	Miscellaneous Asphalt Pavement	2	TN	\$	530.00	\$224.23	Š	505.00		1,010.00	İ	555.00	
13	Mill Existing Asphalt Pavement	6,757	SY	\$	3.15	\$3.87	\$	3.05		20,608.85	s	3.25	
14	Manhole Adjustment - Utility	8	EA	\$	1,025.00	\$425.09	Ś	1,050.00		8,400.00	5	1,000.00	
15	Valve Adjustment	4	EA	\$	602.50	\$311.77	Ś	750.00		3,000.00	\$	455.00	
16	Fire Hydrant Adjustment	1	EA	\$	2,812.50	\$2,721.77	Ś	3,500.00		3,500.00	Ś	2,125.00	2,125.
17	Inlets ( Curb ) ( Type P-5 )	4	EA	\$	5,707.50	\$5,807.28	Ś	6,650.00		26,600.00	\$	4,765.00 \$	19,060.
18	Inlets ( Curb ) ( Type P-6 )	1	EA	\$	6,297.50	\$6,348.51	\$	7,150.00		7,150.00	\$	5,445.00 \$	5,445.
19	Inlets ( Ditch Bottom ) ( Type C )	3	EA	S	4,935.00	\$5,324.71	Ś	5,720.00		17,160.00	5	4,150.00 \$	12,450.
20	Inlets ( Ditch Bottom ) ( Type D )	2	EA	\$	5,890.00	\$5,100.00	Ś	6,425.00		12,850.00	\$	5,355.00 \$	
21	Inlets ( Ditch Bottom ) ( Type E )	4	EA	Ś	5,520.00	\$8,046.47	\$		\$	24,920.00	5	4,810.00 \$	
22	Manhole (Type P-7) (Partial)	3	EA	Ś	6,380.00	\$6,008.12	5	5,125.00		15,375.00	\$	7,635.00 \$	
23	Manhole ( Type P-8 )	3	EA	Ś	5,895.00	\$7,027.06	5	6,350.00	·	19,050.00	3	5,440.00 \$	
24	Manhole ( Type J-7 )	1	EA	\$	27,750.00	\$10,312.94	\$		\$	18,000.00	3	37,500.00 \$	37,500.
25	Pipe Culvert (15") (Storm)	8	LF	Ś	236.00	\$90.92	<del>-</del>		\$	2,000.00	<u> </u>	222.00 \$	1,776.
26	Pipe Culvert ( 18" )(Storm)	591	LF	\$	80.50	\$130.40	<del>\\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ </del>	68.00	<u> </u>	40,188.00	<del>-</del>	93.00 \$	54,963.
27	Pipe Culvert ( 24" )(Storm)	172	LF	\$	109.00	\$136.09	<u> </u>	90.00		15,480.00	4	128.00 \$	22,016.0
28	Concrete Pipe Culvert ( 72" )(Storm)	63	LF	Ś	715.00	\$236.00	\$	650.00		40,950.00	<del>''</del>	780.00 \$	49,140.0
29	Traffic Separator Conc (Type IV) (4' Wide)	178	SY	Ś	71.25	\$74.12	\$	87.50	<u>\$</u>	15,575.00	4	55.00 \$	9,790.0
30	Concrete Curb & Gutter (Type F)	2,484	LF	\$	18.25	\$26.29	\$	15.00	\$	37,260.00	\$	21.50 \$	53,406.0
31	Concrete Curb (Type D)	26	LF	Ś	35.00	\$31.15	Ś	20.00		520.00	<del>'</del>	50.00 \$	1,300.0
32	Conc Sidewalk ( 4" Thick )	1,638	SY	\$	38.25	\$45.33	ζ_	34.00		55,692.00	<del>'</del>	42.50 \$	69,615.0
33	Conc Sidewalk ( 6"Thick ) (Driveways)	348	SY	\$	41.00	\$52.19	4	36.50		12,702.00	<u> </u>	42.50 \$ 45.50 \$	15,834.0
34	Detectable Warning	103	SF	\$	35.00	\$38.51	4	35.00	<u>′                                    </u>	3,605.00	<del>-</del>	35.00 \$	3,605.0
35	Sodding	3,356	SY	\$	5.00	\$5.29	\$	2.50	<u>,                                    </u>	8,390.00	\$	7.50 \$	25,170.0
	1	SUBTOTAL (R	l l	7	3.00	73.23	٠			532,927.20	<del></del>		23,170.0 1, <b>742,202.7</b>

P	almetto Park Road, SW 7th AVE. To SW 5th Avenue LWDD E-4 (I PBC PROJECT # 2013531	El Rio) Can	al		Average Price	Engineer's Estimate		ENGECON	CON	STRUCTION		RUSSELL E	NGINEER	ilng
ПЕМ#	<b>教育的教育等的,但是他的教育的,但是不是一种的教育的主义的,但是他们的教育的,但是是他们的教育的,但是他们的人们的教育的,但是他们的人们的教育的,但是他们的人们</b>	OTY	UNITS		Unit Price	Unit Price	強	Unit Price		Total		Unit Price	5 - a <b>To</b>	ital 📑
1	IUSTMENT PAY ITEMS	1					Ī_				┨_	- Tr - Marine		
36	SUPPORT AND PROTECT VCP SAN AND APPURTENANCES	420		_	\$ 20.00	\$85.38	1 —		+	10,500.00			\$ 6	,300.00
37	SUPPORT AND PROTECT UTILITY POLE	3	LF		\$ 2,000.00	\$3,500.00	] _5	3,000.00	\$	9,000.00	_ \$	1,000.00	\$ 3	,000.00
DALM BEAC		(UTILITY AD	JUSTMEN	T)_			<b> </b> _		\$	19,500.00	┨		\$ 9,	,300.00
1	H COUNTY UTILITY ADJUSTMENT PAY ITEMS						I _		_		1_		<b></b>	
38	16" DIP FM	158	LF	\$		\$500.00	_\$		<del></del>	75,050.00	\$			,700.00
39	16" 45° BEND	4	LF	\$		\$1,000.00	\$		+	22,000.00	\$	5,000.00	\$ 20,	,000.00
40	2" AIR RELEASE VALVE	1	EA	_	10,255.00	\$2,500.00	\$	12,250.00	\$	12,250.00	_\$	8,260.00	\$ 8,	,260.00
OITY OF DO	SUBTOTAL PALM BEACH COUNTY	(UTILITY AD.	JUSTMENT	r)	<u> </u>				\$	109,300.00	]		\$ 130,	,960.00
I	CA RATON UTILITY ADJUSTMENT PAY ITEMS	11					l				I			
41	8" 45° BEND	10	EA	\$		\$600.00	\$	1,350.00		13,500.00	\$	900.00		,000.00
42	16" 45° BEND	9	EA	\$		\$1,000.00	\$	4,250.00		38,250.00	\$	3,750.00		750.00
43	8"X 6" TEE	1	EA	\$	1,585.00	\$1,500.00	\$	2,150.00		2,150.00	\$	1,020.00	\$ 1,0	020.00
44	FIRE HYDRANT	1	EA	\$	5,375.00	\$3,800.00	\$	5,250.00		5,250.00	\$	5,500.00		500.00
45	CUT AND CAP EXISTING 8" WM	4	EA	\$	1,595.00	\$450.00	_\$	2,300.00		9,200.00	\$	890.00	\$ 3,!	560.00
46	CUT AND CAP EXISTING 16" FM	2	EA	\$	3,645.00	\$750.00	\$	4,500.00		9,000.00	\$	2,790.00	\$ 5,5	580.00
47	1" AIR RELEASE VALVE	1	EA	\$	1,562.50	\$1,700.00	\$	1,500.00		1,500.00	\$	1,625.00	\$ 1,6	625.00
48	2" AIR RELEASE VALVE	1	EA	\$	2,850.00	\$2,000.00	\$	2,750.00	<u> </u>	2,750.00	\$	2,950.00	\$ 2,9	950.00
49	6" GATE VALVE	1	EA	\$	1,875.00	\$1,700.00	\$	2,500.00	\$	2,500.00	\$	1,250.00	\$ 1,2	250.00
50	8" GATE VALVE	6	EA	\$	2,700.00	\$2,500.00	\$	3,400.00		20,400.00	\$	2,000.00	\$ 12,0	00.00
51	16" GATE VALVE	. 3	EA	\$	7,975.00	\$4,000.00	_\$	7,700.00		23,100.00	\$	8,250.00	\$ 24,7	750.00
52	8" LINE STOP	2	EA	\$	9,750.00	\$10,000.00	\$	15,000.00	\$	30,000.00	\$	4,500.00	\$ 9,0	00.00
53	16" LINE STOP	2	EA	\$	16,750.00	\$20,000.00	\$	25,000.00	\$	50,000.00	\$	8,500.00	\$ 17,0	00.00
54	2" POLY WATER SERVICE	150	LF	\$	83.50	\$20.00	\$	55.00	\$	8,250.00	\$	112.00	16,8	800.00
55	6" DIP WM	18	LF	\$	118.00	\$180.00	\$	175.00	\$	3,150.00	\$	61.00	\$ 1,0	98.00
56	8" DIP WM	1,050	LF	\$	133.00	\$220.00	\$	130.00	\$	136,500.00	\$	136.00	\$ 142,8	00.00
57	16" DIP FM	645	LF	\$	227.50	\$500.00	\$	280.00	\$	180,600.00	\$	175.00	\$ 112,8	75.00
58	CONNECT TO EXISTING 16" FM	2	EA	\$	10,750.00	\$10,000.00	\$	15,000.00	\$	30,000.00	\$	6,500.00	13,0	00.00
59	CONNECT TO EXISTING 8" WM	2	EA	\$	7,000.00	\$75,000.00	\$	10,000.00	\$	20,000.00	\$	4,000.00	8,00	00.00
60	REMOVE EXISTING 8" WM (INCLUDES VALVES & FITTINGS)	155	LF	\$	31.25	\$8.00	\$	48.00	\$	7,440.00	\$	14.50	2,24	47.50
61	REMOVE EXISTING 16" FM (INCLUDES VALVES & FITTINGS)	335	LF	\$	40.75	\$16.00	\$	60.00	5	20,100.00	\$	21.50	7,20	02.50
62	GROUT EXSTING 16" FM WITH FLOWABLE FILL	20	CY	\$	282.50	\$375.00	\$	350.00	\$	7,000.00	\$	215.00	4,30	00.00
63	GROUT EXSTING 8" WM WITH FLOWABLE FILL	11	CY	\$	282.50	\$375.00	\$	350.00 \$	5	3,850.00	\$	215.00	2,36	65.00
64	SAMPLE POINT	2	EA	\$	900.00	\$1,200.00	\$	1,250.00 \$	<b>S</b>	2,500.00	\$	550.00 \$	1,10	00.00
65	TESTING, AND SURVEY	1	LS	\$	16,000.00	\$43,329.69	\$	15,000.00 \$		15,000.00	\$	17,000.00 \$	17,00	00.00
	SUBTOTAL CITY OF BOCA RATON (U	TILITY ADJU	STMENT)					\$	}	641,990.00		5		

,	Palmetto Park Road, SW 7th AVE. To SW 5th Avenue LWDD E-4 (I PBC PROJECT # 2013531	El Rio) Car	nal .		Average Price	Engineer's Estimate		ENGECON	CON	ISTRUCTION		RUSSELL	ENGIN	NEERING
ITEM#	表表表的形式。但是可以表现的数据,这一是可以可以是数据或的数据数据数据数据数据数据数据数据数据数据数据数据数据数据数据数据数据数据	OTY	UNITS		Unit Price	Unit Price		Unit Price	纵点	Total		Unit Price		Total
66	MOBILIZATION INCLUDING TURBIDITY BARRIER	1	LS	S	327,500.00	\$75,000.00	-	\$ 350,000.00	) \$	350,000.00	┨╶	\$ 305,000.00	) \$	305,000.0
67	REMOVE EXISTING STRUCTURE	1	LS	\$		\$50,000.00		\$ 270,000.00				198,291.00		198,291.0
68	PRECAST DECK UNIT - 18" x 5'-8" x 31'-0"	1,395	<del></del>	\$	<u> </u>	\$300.00		\$ 376.00					<del></del>	371,070.0
69	PRECAST DECK UNIT - 18" x 5'-11" x 31'-0"	372		\$		\$300.00		\$ 376.00	_+ <u>_</u>					98,952.0
70	CLASS II CONCRETE FOR CLOSURE POURS BETWEEN DECK UNITS	65		\$		\$750.00	-	\$ 804.00		52,260.00	_			21,125.0
71	REINFORCING STEEL FOR CLOSURE POURS BETWEEN DECK UNITS	3,864		\$		\$2.00			_ <del></del>	4,636.80	_		<del></del>	4,250.4
72	CONCRETE TRAFFIC RAILING BARRIER (32" VERTICAL SHAPE)	192		Ś		\$90.00		\$ 153.00		29,376.00	_			24,192.0
73	SHOULDER CONCRETE BARRIER WALL (INDEX NO. 410 - CANTILEVERED WALL)	62		\$		\$250.00	1 -	\$ 281.00	+	17,422.00	1 —		+	29,450.0
74	ALUMINUM PEDESTRIAN/BICYCLE BARRIER RAILING	192	LF	\$	42.63	\$90.00	1 -	5 50.25	Ś	9,648.00	5	35.00	\$	6,720.00
75	TYPE K TEMPORARY CONCRETE BARRIER SYSTEM	163	LF	\$	20.05	\$45.00	-	20.10	+	3,276.30	<u> </u>			3,260.00
76	CLASS IV CONCRETE FOR PILES CAPS	212	CY	\$	395.61	\$1,600.00	\$		<del>-</del> -	256.52	\$	790.00		167,480.0
77	REINFORCING STEEL FOR PILES CAPS	41,202	LB	\$	1.06	\$2.00	Š		<u> </u>	49,854.42	\$		<del></del>	37,081.80
78	18" SQUARE x 80'-0" MINIMUM (TEST PILE)	320	LF	\$	313.25	\$190.00	- 5		<del></del>	96,480.00	\$	325.00	+	104,000.00
79	18" SQUARE x 65'-0" MINIMUM	4,160	LF	\$	72.13	\$100.00	-		+	188,240.00	\$	99.00	<del></del>	11,840.00
80	14" SQUARE x 50'-0" MINIMUM (WING BENT)	650	LF	\$	76.60	\$80.00	3		<u> </u>	26,130.00	\$	113.00	<u> </u>	73,450.00
81	14'-0" PRECAST CONCRETE SHEET WALL	560	LF	\$	218.25	\$110.00	s		<del>-</del>	168,840.00	Š	135.00		75,600.00
82	CLASS II CONCRETE - SIDEWALKS AND MEDIANS	112	CY	\$	564.00	\$750.00	Ś		<del></del>	67,536.00	Ś	525.00	<u> </u>	58,800.00
83	REINFORCING STEEL - SIDEWALKS AND MEDIANS	5,729	LB	\$	1.13	\$2.00	\$	1.21	<u> </u>	6,932.09	\$	1.05		6,015.45
84	CLASS II CONCRETE - PIPE CRADLE (INCLUDES PIPE STRAP, NEOPRENE PAD AND ANCHOR BOLTS)	2	CY	\$	5,503.75	\$750.00	\$		<del> </del>	3,015.00	\$	9,500.00	<del> </del>	19,000.00
85	REINFORCING STEEL - PIPE CRADLE (INCLUDES PIPE STRAP, NEOPRENE PAD AND ANCHOR BOLTS)	208	LB	\$	1.23	\$2.00	\$	1.21	\$	251.68	\$	1.25	\$	260.00
86	CLASS II CONCRETE - APPROACH SLABS	227	CY	\$	443.75	\$750.00	\$	502.50	\$	114,067.50	\$	385.00	\$ 8	87,395.00
87	REINFORCING STEEL - APPROACH SLABS	42,600	LB	\$	1.06	\$2.00	\$	1.21	\$	51,546.00	\$	0.90	\$ 3	38,340.00
88	4" PVC CONDUIT	1,168	LF	\$	6.53	\$9.00	\$	3.05	\$	3,562.40	\$	10.00	\$ 1	11,680.00
89	RIPRAP - (BANK AND SHORE)	1,100	TN	\$	140.00	\$160.00	\$	105.00	\$	115,500.00	\$	175.00	\$ 19	92,500.00
90	BEDDING STONE	815	TN	\$	115.00	\$110.00	\$	125.00	\$	101,875.00	\$	105.00		85,575.00
91	STAINLESS STEEL SUPPORT BRACKETS	6	EA	\$	729.75	\$5,000.00	\$	904.50	\$	5,427.00	\$	555.00	<u> </u>	3,330.00
92	TEMPORARY ALUMINUM PHASING PIPE HANDRAIL	192	LF	\$	31.08	\$75.00	\$	30.15	\$	5,788.80	\$	32.00	<u> </u>	6,144.00
93	TEMPORARY SLOPE PROECTION	1	LS	\$	19,062.50	\$50,000.00	\$		\$	25,125.00	Ś	13,000.00		13,000.00
		SUBTOTAL	(BRIDGE)			· · · · · · · · · · · · · · · · · · ·				,431,438.51		,		3,801.65

Pā	almetto Park Road, SW 7th AVE. To SW 5th Avenue LWDD E-4 PBC PROJECT # 2013531	(El Rio) Cana		Av	erage Price	Engineer's Estimate	ENGECON (	CONS	STRUCTION		RUSSELL E	:NGII	NEERING
TEM#	ITEM DESCRIPTION CY ITEMS	OTY	UNITS		Init Price	v Unit Price	Unit Price	(4 y) (5 y)	Total		Unit Price		Total
94	CLASS I CONCRETE (MISC.)	10	CY	\$	287.50	\$437.17	\$ 350.00	\$	3,500.00	Ś	225.00	Ś	2,250.00
95	FLOWABLE FILL	15	CY	\$	250.00	\$260.55	\$ 300.00	<u> </u>	4,500.00	\$	200.00	+	3,000.00
96	CHANGEABLE (VARIABLE MESSAGE) SIGN (NON-MOT)	40	ED	\$	17.00	\$17.53	\$ 14.00	\$	560.00	\$	20.00	\$	800.00
97	TRAFFIC CONTROL OFFICER (NON-MOT)	100	HR	\$	55.00	\$62.55	\$ 45.00	\$	4,500.00	\$	65.00	+	6,500.00
98	PREMIUM FOR CONFLICT CONDITION	1	EA	\$	4,750.00	\$ 4,988.23	\$ 3,000.00	\$	3,000.00	\$	6,500.00	\$	6,500.00
99	ADJUST PULL BOX (SMALL)	2	EA	\$	375.00	\$ 471.31	\$ 500.00	\$	1,000.00	\$	250.00	\$	500.00
100	SUBSOIL EXCAVATION (SEE SP'S)	75	CY	\$	26.50	\$18.74	\$ 28.00	\$	2,100.00	Ś	25.00	\$	1,875.00
101	TEMPORARY FENCING	1,000	LF	\$	11.50	\$15.00	\$ 15.00	\$	15,000.00	\$	8.00	\$	8,000.00
		BTOTAL (CONT	INGENCY) ITAL BID					\$ \$ 4	34,160.00 4,769,315.71			\$ \$4,	29,425.00 821,462.30

#### Palmetto Park Road, SW 7th AVE. To SW 5th Avenue LWDD E-4 (El Rio) Canal

Project Number: 2013531

THE COUNTY DOES NOT GUARANTEE THE ACCURACY OF THE FORMULAS AND EXTENSIONS USED IN THIS SPREADSHEET.

THE ITEMS AND QUANTITIES ABOVE, SHALL GOVERN OVER THE PLANS.

PAY ITEM FOOTNOTES IN CONSTRUCTION PLANS SHALL ALSO BE INCLUDED IN ITEM UNIT PRICE.

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Note#	PAY ITEM FOOTNOTES
1	All costs for Maintenance of Traffic (MOT) and mobilization shall be considered incidental to, and shall be included in, unit prices for the pay items.
	All items shall include cost to furnish and install unless otherwise noted.

Working days to complete project: 450 calendar days (See Special Provisions)
Bids as read at opening on Tuesday, March 13, 2018; 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

#### EXHIBIT "B"

## City of Boca Raton

PROJECT NAME: Palmetto Park Rd. from SW 7<sup>th</sup> Ave. to SW 5<sup>th</sup> Ave. LWDD E-4 Canal

PROJECT NUMBER: 2013531

CONTRACTOR:

ENGECON Construction

***************************************	ITEM	QUANTITY /UNITS	UNIT PRICE	AMOUNT
	Cit	y of Boca Raton Utility		
41	8" 45° BEND	10 EA	\$1,350.00	\$13,500.00
42	16" 45° BEND	9 EA	\$4,250.00	\$38,250.00
43	8"X 6" TEE	1 EA	\$2,150.00	\$2,150.00
44	FIRE HYDRANT	l EA	\$5,250.00	\$5,250.00
45	CUT AND CAP EXISTING	G 8" WM 4 EA	\$2,300.00	\$9,200.00
46	CUT AND CAP EXISTING	G 16" FM 2 EA	\$4,500.00	\$9,000.00
47	1" AIR RELEASE VALVE	1 EA	\$1.500.00	\$1,500.00
48	2" AIR RELEASE VALVE	1 EA	\$2,750.00	\$2,750.00
49	6" GATE VALVE	1 EA	\$2,500.00	\$2,500.00
50	8" GATE VALVE	6 EA	\$3,400.00	\$20,400.00
51	16" GATE VALVE	3 EA	\$7,700.00	\$23,100.00
52	8" LINE STOP	2 EA	\$15,000.00	\$30,000.00
53	16" LINE STOP	2 EA	\$25,000.00	\$50,000.00
54	2" POLY WATER SERVICE	E1 50 LF	\$55.00	\$8,250.00
55	6" DIP WM	18 LF	\$175.00	\$3,150.00

Page 2 of 2 City of Boca Raton Exhibit "B" Project # 2013531

56	8" DIP WM	1,050 LF	\$130.00	\$136,500.00
57	16" DIP FM	645 LF	\$280.00	\$180,600.00
58	CONNECT TO EXISTING 16" FM	2 EA	\$15,000.00	\$30,000.00
59	CONNECT TO EXISTING 8" WM	2 EA	\$10,000.00	\$20,000.00
60	REMOVE EXISTING 8" WM (INCLUDES VALVES & FITTINGS	S) 155 LF	\$48.00	\$7,440.00
61	REMOVE EXISTING 16" FM (INCLUDES VALVES & FITTINGS	S) 335 LF	\$60.00	\$20,100.00
62	GROUT EXSTING 16" FM WITH FLOWABLE FILL	20 CY	\$350.00	\$7,000.00
63	GROUT EXSTING 8" WM WITH FLOWABLE FILL	11 CY	\$350.00	\$3,850.00
64	SAMPLE POINT	2 EA	\$1,250.00	\$2,500.00
65	TESTING, AND SURVEY	1 LS	\$15.000.00	\$15,000.00

GRAND TOTAL CITY OF BOCA RATON \$641,990.00

City of Boca Raton Grand Total Plus 10% Contingency \$706,189.00

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Page <u>1</u> of <u>1</u>	Page	1	_ of _	1	_
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# BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY BUDGET <u>Amendment</u>

#### FUND Road Impact Fee Zone 5 Fund

BGRV 082218\*451 BGEX 082218\*1768

							BGEX 082218*1768	
ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 08/22/18	REMAINING BALANCE
REVENUES PALMETTO PARK RD. OV	VER LWDD E-4 CANAL							
BRIDGE 3505-361-1515-6994 Munic TOTAL RECEIPTS & BAL	cipal Participation Prot ANCES	<u>0</u> 64,921,381	<u>0</u> 64,921,381	706,189 706,189	0	706,189 65,627,570		
EXPENDITURES PALMETTO PARK RD. OV	VER LWDD E-4 CANAL							
	ributions Other Governmental	0	0	<u>706,189</u>	0	706,189		706,189
Agency TOTAL APPROPRIATIONS	S & EXPENDITURES	64,921,381	64,921,381	706,189	0	65,627,570		
		SIGNATURE	/	DATE	1,9		of County Commi	issioners
Engineering & Public V	Vorks	_allupar	Allnen	8/22	10	ARE IVICEE	1g 01	
Administration / Budget	t Approval	•						
OFMB Department – Posted							Clerk to the County Commissi	oners