

RESOLUTION 2007 - 351

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND FLORIDA DEPARTMENT OF TRANSPORTATION, FOR THE PROVISION OF RELOCATION OF WATER AND SEWER MAINS AND AUTHORIZING THE EXECUTION OF THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY.

WHEREAS, FDOT is constructing, reconstructing, or otherwise changing a public road, said project being identified as Mantazas Bridge North, State Road A1A, hereinafter referred to as the "Project"; and

WHEREAS, St. Johns County Utility desires to install 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, and/or placed out of service); and

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


WHEREAS, the FDOT and St. Johns County 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

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, that:

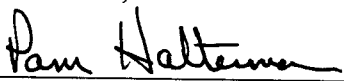
1. The above Recitals are incorporated by reference into the body of this Resolution, and such Recitals are adopted as Findings of Fact.
2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of the joint project agreement between the County and Florida Department of Transportation.
3. The Board of County Commissioners hereby executes the Special Power of Attorney forms authorizing the Utility Director to execute non-contract documents related to the project on behalf of the County.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 13th day of November, 2007.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: 
Ben Rich, Chairman

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 11/15/07

Res 07-351

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

Form No. 710-010-22
UTILITIES
10/04

Financial Project ID: 210427-4-56-01	Federal Project ID:
County: St. Johns	State Road No.: A1A
District Document No: 1	
Utility Agency/Owner (UAO): St. Johns County, Florida	

THIS AGREEMENT, entered into this 11th day of December year of 2007, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "FDOT", and **St. Johns County, Florida**, 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 Matanzas Bridge North, State Road No.: A1A, 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 April, year of 2008.
- 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 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

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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: 30% and 80%. 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: 07-H-297-0142
(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 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 14 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

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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: N/A 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 to Tallahassee 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 \$400,000.00. 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 Sixty (60) calendar days prior to the date on which the **FDOT** advertises the Project for bids, the **UAO** will pay to the **FDOT** an amount equal to the **FDOT's** official estimate; plus 3% for 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).

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- 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 Memorandum of 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 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**

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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 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**

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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**.
 - (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.

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(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 **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

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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**:

Mr. Scott Trigg, P. E.
St. Johns County Utility Department
1205 State Road 16
St. Augustine, FL 32084-8646

If to the **FDOT**:

Mr. Vince Camp, D2 Util/Const Estimates Administrator
Department of Transportation
1109 South Marion Avenue Lake City, FL 32025-5874

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 appendix entitled Changes to Form Document.

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

Form No. 710-010-22
UTILITIES
10/04

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: St. Johns County, Florida

BY: (Signature) 

DATE: 11/15/07

(Typed Name: Ben Rich)

(Typed Title: Chairman, Board of County Commissioners)

Recommend Approval by the District Utility Office

BY: (Signature) 

DATE: 12/15/07

FDOT Legal review

BY: (Signature) 

DATE: 12/11/07

District Counsel

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: (Signature) 

DATE: 12/11/07

(Typed Name: Robert L. Parks)

(Typed Title: Director of Transportation Development)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: 

DATE: _____

(Typed Name: _____)

(Typed Title: _____)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AGREEMENT SUMMARY SHEET

350-020-03
 COMPTROLLER
 10/07

**Attach this completed form to the agreement and forward to the LFA Section in the OOC, General Accounting Office, M.S. 42B.
 If you have have any questions, please call 850-414-4867 or 850-414-4889.**

(1) Participant's Name: St. Johns County Board of County C Contact: Mr. Scott Trigg, P.E.
 Participant's Address: P O Drawer 3006 Phone Number: (904) 209-2622
 City, State, Zip: St. Augustine, FL 32084-8646 Fax Number: (904) 209-2601
 E-Mail Address: strigg@co.st-johns.fl.us Federal Employer ID #: 596000825

(2) District Contact Person: H. Vince Camp Phone Number: (386) 758-3732
 Fax Number: (386) 758-3736 District Number: 2 - Lake City

(3) Agreement Date: 12/11/2007 (4) Agreement Amount: \$400,000.00

(5) Original Deposit Date: 4/6/2009 Amount Due: \$ 400,000.00
 Additional Deposits Due Date: _____ Amount Due: \$ 0.00
 Additional Deposits Due Date: _____ Amount Due: \$ 0.00

(6) County Name: ST. JOHNS (7) Work Program Fund Type: LF

(8) FDOT County 78

(9) If fund type is LFR/LFRF Yes No), what is the anticipated start date of the payback: _____

(10) Is payback to be made in: Scheduled Payments 0 Quarterly Lump Sum

(11) Participant is responsible for (check 100% Other Percentage (0.0 %),
 Bid Items Lump Sum

If participant is responsible for bid items, please complete the attached spreadsheet.

(12) Description of Work: Installation of water and sewer facilities attached to bridge

(13) Financial Project #	(14) Amount	(15) Federal Part. or Non-Federal Part.	(16) Contract #	(17) % to Bill
210427-4-56-01	393411.00	1		
210427-4-56-01*	6589.00	1		

(18) Comments: *FDOT Administrative fees; This estimate is based on 30% plans and will revised at a later date.

These are the items the participant is responsible for.

Pay Item #	Description	Participating or Non-participating (For Projects with Federal Participation Only)	Estimated Quantity	Estimated Price	Estimated Total
1050-11-424	Utility Pipe (F&I) (DI/CL) (W/S)	N	1.00	\$393,411.00	\$393,411.00
1050-11-324	Utility Pipe (F&I)	N	1.00	\$0.00	\$0.00
1050-11-004	Utility Pipe (Remove & Dispose)	N	1.00	\$0.00	\$0.00
1055-11-414	Utility Fittings	N	1.00	\$0.00	\$0.00
1055-11-434	Utility Fittings	N	1.00	\$0.00	\$0.00
1055-11-454	Utility Fittings	N	1.00	\$0.00	\$0.00
1080-11-103	Utility Fixtures	N	1.00	\$0.00	\$0.00
1080-11-106	Utility Fixtures	N	1.00	\$0.00	\$0.00
1080-11-301	Utility Fixtures	N	1.00	\$0.00	\$0.00
1080-11-303	Utility Fixtures	N	1.00	\$0.00	\$0.00
1080-11-304	Utility Fixtures	N	1.00	\$0.00	\$0.00
1080-11-307	Utility Fixtures	N	1.00	\$0.00	\$0.00
1080-11-4CC	Utility Fixtures	N	1.00	\$0.00	\$0.00
460-98-2	Pipe Hanger	N	1.00	\$0.00	\$0.00
1050-11-423	Utility Pipe (F&I)	N	1.00	\$0.00	\$0.00
1050-11-323	Utility Pipe (F&I)	N	1.00	\$0.00	\$0.00
1050-16-003	Utility Fixtures	N	1.00	\$0.00	\$0.00
1080-11-203	Utility Fixtures	N	1.00	\$0.00	\$0.00
1080-11-206	Utility Fixtures	N	1.00	\$0.00	\$0.00
Subtotal					\$393,411.00
	MOB (List as a percentage)			0	\$0.00
	MOT (List as a percentage)			0	\$0.00
	CEA/CEI (List as a percentage)			0	\$0.00
Grand Total					\$393,411.00

Comments: ** There are FDOT Administrative Fees in the amount of \$6,589.00 that are added to the total which make the

sum total \$400,000.00

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this _____, day of _____, 200__, by and between the State of Florida, Department of Transportation, hereinafter referred to as "FDOT" and the State of Florida, Department of Financial Services, Division of Treasury and St. Johns County hereinafter referred to as the "Participant".

WITNESSETH

WHEREAS, "FDOT" is currently constructing the following project:

Financial Project Number: 210427-4-56-01
County: St. Johns

hereinafter referred to as the "Project".

NOTE: ONLY THE NEXT TWO PARAGRAPHS MAY BE MODIFIED AS APPROPRIATE WITHOUT PRIOR APPROVAL OF FDOT'S COMPTROLLER.

WHEREAS, FDOT and the Participant entered into a **Locally Funded Agreement** dated 12/11/2007, wherein DOT agreed to perform certain work on behalf of the Participant in conjunction with the Project.

WHEREAS, the parties to this AGREEMENT mutually agreed that it would be in the best interest of the FDOT and the Participant to establish an interest bearing escrow account to provide funds for the work performed on the Project on behalf of the Participant by the FDOT.

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

1. An initial deposit in the amount of \$ 400,000.00 (four hundred thousand dollars and zero cents) will be made by the Participant into an interest bearing escrow account established by the FDOT for the purposes of the project. Said escrow account will be opened with the Department of Financial Services, Division of Treasury, Bureau of Collateral Management on behalf of the FDOT upon receipt of this Memorandum of Agreement. Such account will be an asset of FDOT.
2. Other deposits will be made only by the Participant as necessary to cover the cost of additional work prior to the execution of any Supplemental Agreements.

3. All deposits shall be made payable to the Department of Financial Services, Revenue Processing and mailed to the FDOT Office of Comptroller for appropriate processing at the following address:

Florida Department of Transportation
Office of Comptroller
605 Suwannee Street
Mail Station 42-B
Tallahassee, Florida 32399
ATTN: LFA Section

A copy of this Agreement should accompany any deposits. When the check is mailed to Tallahassee, the District Office should instruct the Participant to mail the District Office a copy of the check.

4. The FDOT's Comptroller and/or her designees shall be the sole signatories on the escrow account with the Department of Financial Services and shall have sole authority to authorize withdrawals from said account.

5. Unless instructed otherwise by the parties hereto, all interest accumulated in the escrow account shall remain in the account for the purposes of the project as defined in the LFA.

6. The Department of Financial Services agrees to provide written confirmation of receipt of funds to the FDOT.

7. The Department of Financial Services further agrees to provide periodic reports to the FDOT.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
COMPTROLLER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF TREASURY

PARTICIPANT SIGNATURE

PARTICIPANT NAME & TITLE

PARTICIPANT ADDRESS

FEDERAL EMPLOYER I.D. NUMBER



ESTIMATE MATRIX SUMMARY Ver 4.0

PROJECT: Water & Sewer Utilities - A1A Matanzas River Bridge Replacement
 CLIENT NAME: St. Johns County
 LOCATION: St. Augustine, FL
 DESIGN STAGE: Conceptual
 PROJECT MGR: Ron Wilson/GNV
 ESTIMATOR:
 CHECKED BY:

PROJECT No.: 183426
 CONTRACT No.: 2007-0418
 BID DATE: October, 2008
 CCI INDEX: October 2007
 REV No.: December 2007 R1
 TEMPLATE No.: 4.2

#	FACILITIES	%s	01000 GENERAL	02000 SITEWORK	03000 CONCRETE	04000 MASONRY	05000 METALS	06000 WOOD	07000 MOISTURE	08000 DOORS	09000 FINISHES	10000 SPECIALS	11000 EQUIP	12000 FURNISH	13000 I & C	14000 CONVEY	15000 MECH	16000 ELECT	TOTAL
16	10" Water Main	3.00%	\$4,352	\$96,132							\$18,211	\$26,361							\$145,055
12	6" Force Main	3.00%	\$3,555	\$70,377							\$18,211	\$26,361							\$118,504
16	Pipe Supports On Bridge	3.00%	\$1,913													\$61,858			\$63,771
16	Remove Existing Pipe	3.00%	\$1,982	\$64,098															\$66,081
	TOTAL		\$11,802	\$230,607	\$0	\$0	\$0	\$0	\$0	\$0	\$36,422	\$52,722	\$0	\$0	\$0	\$0	\$61,858	\$0	\$393,411
	PERCENT OF TOTAL	3.00%	58.62%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	9.26%	13.40%	0.00%	0.00%	0.00%	0.00%	15.72%	0.00%	

PROJECT PARAMETER PRICING	
Project Size	1.00 LS
Cost Per LS	\$393,411\$/LS
	6,589.00 FDOT Administrative Fees
	\$400,000.00



CH2M HILL - CONTRACTOR MARKUP REPORT - Ver 4.0

PROJECT: Water & Sewer Utilities - A1A Matanzas River Bridge Replacement
 DESIGN STAGE: Conceptual
 PROJECT No.: 183426

ESTIMATOR: Ron Wilson/GNV
 ESTIMATE No.: 2007-0418
 REV No./DATE: December 2007 R1

Reported From: CH2M Hill National Average Template

Code	Contractor/Markup Description	Markup	Add-On Amount	Applied to							
				Labor	Equip	Material	Other1	Other2	Other3		
GC-MK	CH2M HILL Standard Markup Set - Prime Contractor										
	1. Overhead	10.000%		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	2. Profit	5.000%		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	3. Mobil Demob	3.000%		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	4. Performance Bond	1.200%		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	5. Insurance	1.500%		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	6. Contingency	20.000%		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	7. Escalation	12.900%		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	8. Market Adjustment Factor	10.000%		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
* GC-MK	CH2M HILL Standard Markup Set - Prime Contractor		Percentages-->	82.11%	82.11%	82.11%	82.11%	82.11%	82.11%	82.11%	82.11%

* Indicates Contractor is used in estimate.



CH2MHILL ESTIMATE DETAIL REPORT No.1 Ver 4.0
PROJECT: Water & Sewer Utilities - A1A Matanzas River Bridge Replacement
DESIGN STAGE: Conceptual
PROJECT No.: 183426

ESTIMATOR: Ron Wilson/GNV
ESTIMATE No.: 2007-0418
REV No./DATE: December 2007 R1

DESCRIPTION	CITY UNIT	MATERIALS	CREW RATE	MH	LABOR	EQUIPMENT	INSTL./SIC	TOTAL DIRECT	TOTAL W/WRKUPS
02000 10" Water Main SITEMORK On Bridge 10" DIP Class 350 RJ									
150600110105010 CLDI Pipe, Flex Ring, Pressure Class 350, 10" dia	Unit Costs----> 570.00 LF	17.02 \$9,700	PIPE01 41.41	0.200 114	8.28 \$4,721	1.41 \$806		26.71 \$15,226	48.65 \$27,729
150600120201010 DIP, Flex Ring Bell Adgder Per LF, 10" dia	Unit Costs----> 570.00 LF	7.98 \$4,321	PIPE01 41.41	0.013 7	0.54 \$307	0.89 \$52		8.21 \$4,680	14.95 \$8,523
232120420250 Expansion Joints, bellows type, neoprene cover, flanged spool, 6" face to face, 10" diameter	Unit Costs----> 2.00 Ea.	570.00 \$1,140	Q5 38.40	3.200 6	122.89 \$246			692.88 \$1,386	1261.81 \$2,524
Subtotal Markups using GC-MK		\$15,160 \$12,448			\$5,273 \$4,330			\$21,292	\$17,483
TOTAL 04 On Bridge 10" DIP Class 350 RJ 1.00 LS		\$27,609		128	\$9,603			\$21,292	\$38,775 \$0.00

DESCRIPTION	CITY UNIT	MATERIALS	CREW RATE	MH	LABOR	EQUIPMENT	INSTL./SIC	TOTAL DIRECT	TOTAL W/WRKUPS
02000 10" Water Main SITEMORK Fittings & Valves									
150600130201010 10" CLDI 90 Deg Elbow, Mech Jnt, C110	Unit Costs----> 6.00 EA	420.61 \$2,524	PIPE01 41.41	6.680 40	276.62 \$1,660	47.22 \$283		744.45 \$4,467	1355.71 \$8,134
150600140102010 10" Meg-w-Lug Series 1100 Kit For DIP	Unit Costs----> 12.00 EA	127.41 \$1,529	PIPE01 41.41	3.750 45	155.29 \$1,863	26.51 \$318		309.21 \$3,711	563.10 \$6,757
150600130401010 CLDI Fitting, Flanged, C110-SR, 90 Deg Elbow, 250psi, 10" Dia	Unit Costs----> 2.00 EA	396.57 \$793	PIPE05 43.67	7.860 16	343.24 \$686	19.65 \$39		759.45 \$1,519	1383.04 \$2,766
150600130409105 CLDI, Flanged, C110, Reducer, 10" x 6" Dia	Unit Costs----> 2.00 EA	228.32 \$457	PIPE05 43.67	3.250 7	141.93 \$284	8.13 \$16		376.38 \$757	689.06 \$1,378
151085901048 Flange adapter HDPE 10" diam., DR 11	Unit Costs----> 2.00 Ea.	71.50 \$143						71.50 \$143	130.21 \$260
151085901048 MJ adapter HDPE 10" diam., DR 11	Unit Costs----> 12.00 Ea.	71.50 \$858						71.50 \$858	130.21 \$1,563
H07010000000 1" Air Release Valve, Vent-O Matic RBX Model	Unit Costs----> 1.00 EA	583.00 \$583	PIPE02 41.78	2.000 2	83.57 \$84	29.86 \$30		696.43 \$696	\$1,268



CH2MHILL ESTIMATE DETAIL REPORT No.1 Ver 4.0
PROJECT: Water & Sewer Utilities - A1A Matanzas River Bridge Replacement
DESIGN STAGE: Conceptual
PROJECT No.: 183426

ESTIMATOR: Ron Wilson/GNV
ESTIMATE No.: 2007-0418
REV No./DATE: December 2007 R1

DESCRIPTION	QTY	UNIT	MATERIALS	CREW RATE	MH	LABOR	EQUIPMENT	INSTL/S/C	TOTAL DIRECT	TOTAL WMRKUPS
0200010" Water Main SITEWORK Fittings & Valves										
331213154150 1" drill and tap pressurized main	Unit Costs----> 1.00 Ea.		50.00 \$50	Q1 38.06	5.818 6	221.45 \$221			271.45 \$271	\$494
Subtotal Markups using GC-MK			\$6,936 \$5,695			\$4,799 \$3,940	\$667 \$564		\$12,422	\$10,199
TOTAL Fittings & Valves 1.00 LS			\$12,632		115	\$8,739	\$1,251		\$12,422	\$22,621 \$0.00

DESCRIPTION	QTY	UNIT	MATERIALS	CREW RATE	MH	LABOR	EQUIPMENT	INSTL/S/C	TOTAL DIRECT	TOTAL WMRKUPS
0200010" Water Main SITEWORK Sample Point & Sampling Procedures										
0020370902003 6" Zinc Plated M.I. Tapped Saddle W/Gaskets, Tapsize To 3/4" Ips	Unit Costs----> 2.00 EA		12.00 \$24	PLUM 42.29	0.421 1	17.81 \$36			135.00 \$270	245.85 \$492
025109207020 Piping, fittings, brass, corporation stops, 3/4" diameter	Unit Costs----> 2.00 EA		0.10 \$4	Q1 38.06	0.040 2	1.52 \$61			28.81 \$60	54.28 \$109
025109202000 Piping, water dist, copper, tubing, type K, 20" lonis, 3/4" dia	Unit Costs----> 40.00 LF		0.46 \$1	PLUM 42.30	0.211	8.93 \$18			1.62 \$65	2.95 \$118
151074600775 Plug, copper, wrought, sweat, 3/4"	Unit Costs----> 2.00 EA								9.38 \$19	17.09 \$34
Subtotal Markups using GC-MK			\$29 \$24			\$114 \$94			\$413	\$339
TOTAL Sample Point & Sampling Procedures 1.00 LS			\$53		3	\$208			\$413	\$753 \$0.00



CH2MHILL ESTIMATE DETAIL REPORT No.1 Ver 4.0
 PROJECT: Water & Sewer Utilities - A1A Matanzas River Bridge Replacement
 DESIGN STAGE: Conceptual
 PROJECT No.: 183426

ESTIMATOR: Ron Wilson/GNV
 ESTIMATE No.: 2007-0418
 REV No./DATE: December 2007 R1

DESCRIPTION	QTY	UNIT	MATERIALS	CREW RATE	MH	LABOR	EQUIPMENT	INSTL./SIG	TOTAL DIRECT	TOTAL W/MR/KUPS
02000 10" Water Main SITEWORK Tie-In										
AH1100100001 6"x6" Tapping Saddle	2.00	EA	456.62 5913	PIPE01 41.41	6.500	269.17 5538	45.95 \$92		771.73 \$1,543	1405.40 \$2,811
AH1100000006 6" Resilient seat gate Valve & Tap Pipe 6"	2.00	EA	468.72 5937	PIPE01 41.41	3.500	144.94 \$290	24.74 \$49		638.39 \$1,277	1162.58 \$2,325
020804000450 Utility vaults, precast concrete, hand hole, heavy duty, 1-1/2" thick, 4'-6" x 3'-2" x 2'-0"	2.00	Ea.	895.00 \$1,790	B6 31.95	8.000	255.57 \$511	67.67 \$135		1218.24 \$2,436	2218.54 \$4,437
Subtotal Markups using GC-MK			\$3,641 \$2,969			\$1,339 \$1,100	\$277 \$227		\$5,257	\$4,316
TOTAL 001 Tie-In	1.00	LS	\$6,630		36	\$2,439	\$504		\$5,257	\$9,573 \$0.00

Division Notes: Ferguson Quote 6/24/2004

09000 10" Water Main FINISHES Paint										
high solids epoxy primer	1.00	ls							5000.00	\$9,105
high grade epoxy primer	1.00	ls							5000.00	\$9,105
Subtotal Markups using GC-MK									\$10,000 \$8,211	\$8,211
TOTAL Paint	1.00	LS							\$10,000	\$18,211 \$0.00



CH2MHILL ESTIMATE DETAIL REPORT No.1 Ver 4.0
PROJECT: Water & Sewer Utilities - A1A Matanzas River Bridge Replacement
DESIGN STAGE: Conceptual
PROJECT No.: 183426

ESTIMATOR: Ron Wilson/GNV
ESTIMATE No.: 2007-0418
REV No./DATE: December 2007 R1

DESCRIPTION	QTY	UNIT	CREW			EQUIPMENT	INSTL S/C	TOTAL	
			MATERIALS	RATE	MH			LABOR	DIRECT
10000 10" Water Main SPECIALS Cathodic Protection									
131110505000 Cathodic Protection, test station, 7 terminal box, flush curb type with lockable cover	1.00	Ea.	62.50 \$63	R19 40.88	1.667 2	68.15 \$68		130.65 \$131	\$238
131110505010 Cathodic Protection, test station, reference cell, coupling with plug, set flush, 2" dia PVC conduit	1.00	Ea.	34.00 \$34	R19 40.88	4.167 4	170.36 \$170		204.36 \$204	\$372
131110504030 Cathodic Protection, cable, OR2, No. 2	6.00	M.L.F.	730.00 \$4,380	R22 35.57	15.533 93	552.51 \$3,315		1282.51 \$7,695	2335.57 \$14,013
131110502110 Cathodic Protection, rectifiers, silicon type, oil immersed, 20V 20A	2.00	Ea.	2950.00 \$5,900	R19 40.88	6.667 13	272.57 \$545		3222.57 \$6,445	5866.62 \$11,737
Subtotal			\$10,377 \$8,520			\$4,099 \$3,365		\$14,475	\$11,886
Markups using GC-MK									
TOTAL Cathodic Protection 1.00 LS			\$18,897	112		\$7,464		\$14,475	\$26,361 \$0.00



CH2MHILL ESTIMATE DETAIL REPORT No.1 Ver 4.0
PROJECT: Water & Sewer Utilities - A1A Matanzas River Bridge Replacement
DESIGN STAGE: Conceptual
PROJECT No.: 183426

ESTIMATOR: Ron Wilson/GNV
ESTIMATE No.: 2007-0418
REV No./DATE: December 2007 R1

DESCRIPTION	QTY	UNIT	MATERIALS	CREW RATE	MH	LABOR	EQUIPMENT	INSTL SIC	TOTAL DIRECT	TOTAL W/IRKUPS
020006" Force Main SITEWORK										
023159000130 Excavate trench, 4'-6" D, 1-1/2 CY hyd backhoe	71.28	CY		B12B 0.030		1.03	1.36		2.38	4.34
022405001000A Dewatering Sock Method	335.00	LF		B10I 0.126		4.38	0.87		\$170	\$309
023159013010210 Bedding, crushed stone 3/4" to 1/2"	16.22	CY	32.00	B6 0.160		\$1,468	1.35		5.26	9.57
023152005000 Backfill, select granular fill, shovel, 1 CY bucket	24.75	CY	\$519	B12N 0.017		\$22	\$22		\$1,761	\$3,207
023159003020 Backfill trench, Common Earth, FE loader, whl mtd, 1 CY bkl, min haul	18.61	CY	4.50	B10R 0.030		5.11	0.49		38.46	70.05
023153007500 Compaction, walk behind, vibrating roller 24" W, 6" lifts, 2 passes 15% Swell	69.34	CY	\$111	B10A 0.029		\$83	\$9		\$624	\$1,136
022257303080 Haul Excess, loading & trucking, machine load truck	50.25	CY		B17 0.800		25.28	13.82		\$151	\$275
151085900082 Pipe HDPE welded 6" diam., DR 11	335.00	L.F.	5.00		40	\$1,270	\$694		1.53	2.79
151085904080 Welding 6"	9.00	Ea.	\$1,675	SKWK 0.635		24.76	50.00		\$28	\$52
020807900500 Underground Detectable locating wire	3.35	CLF	9.25	LABR 0.057		\$223	\$450		1.31	2.39
023705501000 Erosion control, silt fence, polypropylene, 3' high, ideal conditions	335.00	LF	\$31	CLAB 0.010	3	0.30			\$91	\$166
			\$97			\$101			39.10	71.20
									\$1,965	\$3,578
									5.00	9.11
									\$1,675	\$3,050
									74.76	136.14
									\$673	\$1,225
									10.79	19.65
									\$36	\$66
									0.59	1.08
									\$198	\$361
Subtotal			\$2,434			\$3,328	\$1,610		\$7,372	\$6,053
Markups using GC-MK			\$1,998			\$2,733	\$1,322		\$7,372	\$13,425
TOTAL 02 6" HDPE DR-11			\$4,432		99	\$6,061	\$2,933		\$7,372	\$13,425
										\$0.00



CH2MHILL ESTIMATE DETAIL REPORT No.1 Ver 4.0
PROJECT: Water & Sewer Utilities - A1A Matanzas River Bridge Replacement
DESIGN STAGE: Conceptual
PROJECT No.: 183426

ESTIMATOR: Ron Wilson/GNV
ESTIMATE No.: 2007-0418
REV No./DATE: December 2007 R1

DESCRIPTION	QTY	UNIT	MATERIALS	CREW RATE	MH	LABOR	EQUIPMENT	INSTL SIC	TOTAL DIRECT	TOTAL W/WRKUPS
020006" Force Main SITEWORK On Bridge 6" DIP Class 350 RJ										
150600110105006 CLDI Pipe, Flex Ring Jmt, Pressure Class 350, 6" dia	570.00	LF	9.88 \$5,630	PIPE01 41.41	0.200 114	8.28 \$4,721	1.41 \$806		19.57 \$11,156	35.64 \$20,317
150600120201006 DIP, Flex Ring Bell Adder Per LF, 6" dia	600.00	LF	5.31 \$3,184	PIPE01 41.41	0.013 8	0.54 \$323	0.09 \$55		5.94 \$3,563	10.81 \$6,488
150600120101006 Ductile Iron Pipe, Polybond Adder per Foot, 6" dia	600.00	LF	6.54 \$3,927						6.54 \$3,927	11.92 \$7,151
232120420230 Expansion Joints, bellows type, neoprene cover, flanged spool, 6" face to face, 6" diameter	2.00	Ea.	375.00 \$750	Q5 38.40	2.353 5	90.36 \$181			465.36 \$931	847.47 \$1,695
Subtotal Markups using GC-MK			\$13,491 \$11,078			\$5,224 \$4,290			\$861 \$707	\$16,074
TOTAL 02 On Bridge 6" DIP Class 350 RJ 1.00 LS			\$24,569		127	\$9,514	\$1,568		\$19,577	\$35,651 \$0.00

DESCRIPTION	QTY	UNIT	MATERIALS	CREW RATE	MH	LABOR	EQUIPMENT	INSTL SIC	TOTAL DIRECT	TOTAL W/WRKUPS
020006" Force Main SITEWORK Fittings & Valves										
150600130201006 6" CLDI 90 Deg Elbow, Mech Jnt, C110	6.00	EA	188.16 \$1,129	PIPE01 41.41	3.950 24	163.57 \$981	27.92 \$168		379.65 \$2,278	691.39 \$4,148
150600140102006 6" Meg-a-Lug Series 1100 Klt For DIP	12.00	EA	55.84 \$670	PIPE01 41.41	2.300 28	95.24 \$1,143	16.26 \$195		167.34 \$2,008	304.74 \$3,657
150600130401006 CLDI Fitting, Flanged, C110-SR, 90 Deg Elbow, 250psi, 6" Dia	2.00	EA	156.22 \$312	PIPE05 43.67	4.650 9	203.06 \$406	11.63 \$23		370.91 \$742	675.46 \$1,351
H07010000000 2" Air Release Valve, Vent-O Matic RBX Model 331213154150	1.00	EA	583.00 \$583	PIPE02 41.78	2.000 2	83.57 \$84	29.86 \$30		696.43 \$696	\$1,268
2" drill and tap pressurized main	1.00	Ea.	60.00 \$60	Q1 38.06	5.818 6	221.45 \$221			281.45 \$281	\$513



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DESCRIPTION	QTY	UNIT	MATERIALS	CREW RATE	MH	LABOR	EQUIPMENT	INSTL SIC	TOTAL DIRECT	TOTAL W/MRKUPS
020006" Force Main SITEWORK Fittings & Valves										
151085901032 Flange adapter HDPE 6" diam., DR 11	31.00	Unit Costs	31.00						31.00	56.45
151085901032 MJ adapter HDPE 6" diam., DR 11	562	2.00 Ea.	\$62						\$62	\$113
	31.00	Unit Costs	31.00						31.00	56.45
	12.00	12.00 Ea.	\$372						\$372	\$677
Subtotal Markups using GC-MK	\$3,188		\$3,188			\$2,835			\$416	\$5,288
	\$2,618		\$2,618			\$2,328			\$341	
TOTAL Fittings & Valves			\$5,806		68	\$5,164			\$757	\$11,727
		1.00 LS								\$0.00

DESCRIPTION	QTY	UNIT	MATERIALS	CREW RATE	MH	LABOR	EQUIPMENT	INSTL SIC	TOTAL DIRECT	TOTAL W/MRKUPS
020006" Force Main SITEWORK Tie-In										
AH1100100001 6"x6" Tapping Saddle	456.62	Unit Costs	456.62			269.17			45.95	1405.40
AH1100000006 6" Resilient seat gate Valve & Tap Pipe 6"	9913	2.00 EA	\$913		13	\$536			\$92	\$2,811
020804000450 Utility vaults, precast concrete, hand hole, heavy duty, 1-1/2" thick, 4'-6" x 3'-2" x 2'-0"	468.72	Unit Costs	468.72		3.500	144.94			24.74	1162.58
	895.00	2.00 EA	\$937		7	\$290			\$49	\$2,325
	\$1,790	Unit Costs	895.00		8.000	255.57			67.67	2219.54
		2.00 Ea.	\$1,790		16	\$511			\$135	\$4,437
Subtotal Markups using GC-MK	\$3,641		\$3,641			\$1,339			\$277	\$4,316
	\$2,989		\$2,989			\$1,100			\$227	
TOTAL 001 Tie-In			\$6,630		36	\$2,439			\$504	\$9,573
		1.00 LS								\$0.00

Division Notes: Ferguson Quote 6/24/2004



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DESCRIPTION	QTY	UNIT	MATERIALS	CREW RATE	MH	LABOR	EQUIPMENT	INSTL_S/C	TOTAL DIRECT	TOTAL W/WRKUPS
090006" Force Main FINISHES Paint										
high solids epoxy primer	Unit Costs-->								5000.00	\$9,105
	1.00 ls								\$5,000	
high grade epoxy primer	Unit Costs-->								5000.00	\$9,105
	1.00 ls								\$5,000	
Subtotal Markups using GC-MK									\$10,000	\$6,211
TOTAL Paint	1.00	LS							\$18,211	\$18,211

DESCRIPTION	QTY	UNIT	MATERIALS	CREW RATE	MH	LABOR	EQUIPMENT	INSTL_S/C	TOTAL DIRECT	TOTAL W/WRKUPS
100006" Force Main SPECIALS Cathodic Protection										
131110505000 Cathodic Protection, test station, 7 terminal box, flush curb type with lockable cover	Unit Costs-->		62.50	R19	1.667	66.15			130.65	\$238
	1.00 Ea.		\$63	40.88	2	\$68			\$131	
131110505010 Cathodic Protection, test station, reference cell, coupling with plug, set flush, 2" dia PVC conduit	Unit Costs-->		34.00	R19	4.167	170.36			204.36	\$372
	1.00 Ea.		\$34	40.88	4	\$170			\$204	
131110504030 Cathodic Protection, cable, OR2, No. 2	Unit Costs-->		730.00	R22	15.533	552.51			1282.51	2335.57
	6.00 M.L.F.		\$4,380	35.57	93	\$3,315			\$7,695	\$14,013



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DESCRIPTION	QTY	UNIT	MATERIALS	CREW		LABOR	EQUIPMENT	INSTL S/C	TOTAL DIRECT	TOTAL W/MRKRUPS
				RATE	MH					
100006" Force Main SPECIALS Cathodic Protection										
131110502110 Cathodic Protection, rectifiers, silicon type, oil immersed, 20V 20A		Unit Costs--> 2.00 Ea.	2950.00 \$5,900	R19 40.88	6.667 13	272.57 \$345			3222.57 \$6,445	5868.62 \$11,737
Subtotal Markups using GC-MK			\$10,377 \$8,520			\$4,099 \$3,365			\$14,475	\$11,886
TOTAL Cathodic Protection 1.00 LS			\$18,897		112	\$7,464			\$14,475	\$26,361 \$0.00



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DESCRIPTION	QTY	UNIT	MATERIALS	CREW			EQUIPMENT	INSTL S/C	TOTAL DIRECT	TOTAL W/MR/KUPS
				RATE	MH	LABOR				
15000 Pipe Supports On Bridge										
MECHANICAL Supports										
160703202900 Threaded rod, 3/4" diameter 316 SS	390.00	L.F.	14.25	0.080	4.24	0.22		18.72	34.09	
051204400476 Angle framing, 4"x3"x1/4" 316 SS	211.25	L.F.	\$5,558	31	\$1,655	\$87		\$7,300	\$13,294	
051205600100 Steel plate, 1/4" 316	14.30	S.F.	37.00	0.500	26.61	1.86		65.47	119.23	
050901502400 Bolt, hex head, 3/4" dia x 6" L, incl nut & washer	130.00	Ea.	\$7,816	106	\$5,622	\$393		\$13,830	\$25,187	
160703203700 Lock washers, 3/4" diameter	5.20	C	53.18	0.250	4			53.18	96.85	
160703203450 Washers, 3/4" diameter	5.20	C	760	4	3.99			760	\$1,385	
160703203200 Nuts, galvanized steel, 3/4" diameter	5.20	C	6.00	0.076	3.99			9.99	18.20	
150603000420 Pipe hanger / support, clamp, 6" pipe size	65.00	Ea.	\$780	10	\$519			\$1,299	\$2,366	
150603000440 Pipe hanger / support, clamp, 10" pipe size	65.00	Ea.	46.00					46.00	83.77	
Subtotal			\$24,578		\$8,910	\$480		\$33,968	\$27,891	
Markups using GC-MK			\$20,181		\$7,316	\$394				
TOTAL Supports	1.00	LS	\$44,760	180	\$16,225	\$873		\$33,968	\$61,858	\$0.00



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02000 Remove Existing Pipe SITEWORK Remove Existing Underground Water Main										
023159000130 Excavate trench, 4'-6" D, 1-1/2 CY hyd backhoe	154.82	CY		B12B 34.29	0.060	2.04	2.69		4.73	8.61
022405001000A Dewatering Sock Method	385.00	LF		B10I 34.79	0.019	0.65	0.13		\$732	\$1,334
023152005000 Backfill, select granular fill, shovel, 1 CY bucket	92.40	CY	4.50	B12N 35.63	0.625	22.27	36.68		\$301	\$548
023159003020 Backfill trench, Common Earth, FE loader, w/rl mtd, 1 CY bkl, min haul	33.22	CY	\$416	B10R 34.78	0.057	\$2,058	\$3,389		\$5,863	\$10,677
023153007500 Compaction, walk behind, vibrating roller 24" W, 6" lifts, 2 passes 15% Swell	146.11	CY		B10A 34.79	0.015	0.52	0.16		2.90	5.28
022257303080 Haul Excess, loading & trucking, machine load truck	119.35	CY		B17 31.60	60	\$1,986	8.64		\$96	\$175
022202402930 Pipe removal, sewer/water	385.00	L.F.		B6 31.95	0.160	5.11	1.35		24.44	44.50
Subtotal			\$416			\$6,621	\$5,461		\$12,497	\$10,262
Markups using GC-MK			\$341			\$5,436	\$4,484			
TOTAL Remove Existing Underground Water Main 1.00 LS			\$757	200		\$12,057	\$9,945		\$12,497	\$22,759
										\$0.00

02000 Remove Existing Pipe SITEWORK Remove Existing Underground Force Main										
023159000130 Excavate trench, 4'-6" D, 1-1/2 CY hyd backhoe	168.90	CY		B12B 34.29	0.060	2.04	2.69		4.73	8.61
022405001000A Dewatering Sock Method	420.00	LF		B10I 34.79	0.019	0.65	0.13		\$799	\$1,455
023152005000 Backfill, select granular fill, shovel, 1 CY bucket	100.80	CY	4.50	B12N 35.63	0.625	22.27	36.68		\$329	\$598
			\$454			\$2,245	\$3,697		\$6,396	\$11,847



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02000 Remove Existing Pipe SITEWORK Remove Existing Underground Force Main										
023159003020 Backfill trench, Common Earth, FE loader, whl mtd, 1 CY bkl, min haul	36.24	Unit Costs--> CY		B10R 34.79	0.057 2	1.98 \$72	0.92 \$33		2.90 \$105	5.28 \$191
023153007500 Compaction, walk behind, vibrating roller 24" W, 6" lifts, 2 passes 15% Swell	159.39	Unit Costs--> CY		B10A 34.79	0.015 2	0.52 \$83	0.16 \$25		0.68 \$108	1.24 \$197
022202402930 Pipe removal, sewer/water	420.00	Unit Costs--> L.F.		B6 31.95	0.160 67	5.11 \$2,147	1.35 \$568		6.46 \$2,715	11.77 \$4,945
Subtotal Markups using GC-MK			\$454 \$372			\$5,165 \$4,241	\$4,833 \$3,968		\$10,452	\$8,582
TOTAL Remove Existing Underground Force Main 1.00 LS			\$826	153	\$9,407	\$8,801			\$10,452	\$19,034
										\$0.00

02000 Remove Existing Pipe SITEWORK Remove Existing Pipe From Bridge Water Main										
150556002100 Pipe, metal pipe, 4" to 6" diam., selective demolition	570.00	Unit Costs--> L.F.		PLUM 42.29	0.160 91	6.77 \$3,857			6.77 \$3,857	12.32 \$7,024
150556002150 Pipe, metal pipe, 8" to 14" diam., selective demolition	570.00	Unit Costs--> L.F.		PLUM 42.29	0.267 152	11.29 \$6,436			11.29 \$6,436	20.56 \$11,721



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02000 Remove Existing Pipe SITEWORK Remove Existing Pipe From Bridge Water Main										
Haul, loading & trucking, machine load truck	40.000			B17 31.60	40	1263.95 \$1,264	691.00 \$691		1954.95 \$1,955	\$3,560
Unit Costs----> 1.00 LS										
Subtotal Markups using GC-MK						\$11,557 \$9,490	\$691 \$667		\$12,248	\$10,057
TOTAL Remove Existing Pipe From Bridge Water Main 1.00 LS				283		\$21,047	\$1,258		\$12,248	\$22,305 \$0.00