

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY DESIGN BY FDOT CONSULTANT AGREEMENT**  
(AT UTILITY EXPENSE)

Form No. 710-010-56  
UTILITIES  
10/04

Financial Project ID: 250548-3-32-03	Federal Project ID: N/A
County: Monroe	State Road No.: SR-5
District Document No: N/A	
Utility Agency/Owner (UAO): City of Key West	

THIS AGREEMENT, entered into this 19<sup>th</sup> day of August, year of 2009, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "FDOT," and           , 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 the Reconstruction of SR 5 (N. Roosevelt Blvd) from Eisenhower Dr. to US-1, State Road No.: 5, 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 DEPARTMENT and the UTILITY have determined that it would be to the best interest of the general public and to the economic advantage of both parties to enter into an agreement providing for the design of the Utility Work by the engineer designing the Project for the FDOT, hereinafter referred to as the "FDOT Consultant," which design of the Utility Work shall hereinafter be referred to as the "Utility Design"; and

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

**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. **FDOT Consultant** shall prepare, at the **UAO's** sole cost and expense, final engineering design, plans, other necessary related design documents, and cost estimate for the Utility Work (hereinafter referred to as the "Plans Package") more specifically described in the **FDOT's** Supplemental Agreement #            to Consultant A&P Consulting Transportation Engineers, Inc. Design Services Contract.
- b. The Plans Package shall be in the same format as the **FDOT's** contract documents for the Project.
- c. 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 is updated and conflicts with the **FDOT's** Utility Accommodation Manual, the Utility Accommodation Manual shall apply where such conflicts exist.

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- 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.
- f. The **FDOT Consultant** shall provide a copy of the proposed Plans Package to the **UAO**, for review at the following stages: See attached Man-Hours Estimate, dated 4/9/09. The **UAO** shall review the Plans Package to see that it complies with the requirements of this Agreement.
- g. In the event the **UAO** finds any deficiencies in the Plans Package during the reviews performed pursuant to Subparagraph f. above, the **UAO** will notify the **FDOT** in writing of the deficiencies within the time specified in the plans review transmittal.
- h. The **UAO** shall furnish the **FDOT** such information from the **UAO** files as requested by the **FDOT**.
- i. The Facilities and the Utility Design will include all utility facilities of the **UAO** which are located within the limits of the Project, except as generally summarized as follows: Not Applicable. These exceptions shall be handled by separate arrangement.

**2. Cost of Design**

- a. The **UAO** shall be responsible for all costs of the Utility Design.
- b. The **UAO** agrees that it will, at least Thirty (30) days prior to the **FDOT** issuing the Supplemental Agreement referred to in Paragraph 1 hereof, furnish the **FDOT** an advance deposit of \$175,264.15 for the payment of said Utility Design. It is understood that the **FDOT's Consultant** shall not begin any Utility Design until the **FDOT** has received the above payment and that if such payment is not received on or before N/A this Agreement shall be null and void. The **FDOT** shall utilize this deposit for the payment of Utility Design. Both parties further agree that in the event the final billing pursuant to the terms of Subparagraph 2. d. below is less than the advance deposit, a refund of any excess will be made by the **FDOT** to the **UAO**. No work in excess of the advance deposit shall be done. In the event that it is subsequently determined that work in addition to that described in the Supplemental Agreement described in Paragraph 1 hereof is necessary in order to properly complete the Utility Design, the **UAO** shall make an additional deposit in the amount necessary to issue a subsequent Supplemental Agreement to the **FDOT Consultant** for the additional work.
- c. The payment of funds under this Agreement 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 the **UAO**, the **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 the **FDOT** Comptroller's Office prior to execution of this agreement.
- d. Upon final payment to the **FDOT Consultant**, the **FDOT** intends to have its final and complete accounting of all costs incurred in connection with the Utility Design within three hundred sixty (360) days. All project cost records and accounts shall be subject to audit by a representative of the **UAO** for a period of three (3) years after final close out of the project. The **UAO** will be notified of the final cost. Both parties agree that in the event the final accounting of total project costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the **FDOT** to the **UAO** in accordance with Section 215.422, Florida Statutes.

**3. Default**

- a. In the event the **UAO** breaches any provision of this Agreement, then in addition to any other

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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 60 days from written notice thereof from the **FDOT**.
  - (2) Pursue a claim for damages suffered by the **FDOT**.
  - (3) 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 60 days from written notice thereof from the **FDOT** until such time as the breach is cured.
  - (4) Pursue any other remedies legally available.
  - (5) 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 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 60 days from written notice thereof from the **UAO**.
  - (2) 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 or from any statutory obligations that either party may have with regard to the subject matter hereof.

#### 4. 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,**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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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 **UAO** is not liable or determines the **FDOT** is solely negligent. Only a final adjudication or 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.

**5. 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 estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

**6. Miscellaneous**

- a. Time is of the essence in the performance of all obligations under this Agreement.
- b. 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.
- c. 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.
- d. 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.
- e. 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:

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If to the <b>UAO</b> :

If to the **FDOT**:

Antonio Soto, District 6 Utility Administrator

1000 NW 111 Ave. #6102B

Miami, Florida 33172-5800

**7. 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."

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: City of Key West

BY: (Signature) \_\_\_\_\_

DATE: 8-18-09

(Typed Name: \_\_\_\_\_)

Morgan McPherson

(Typed Title: \_\_\_\_\_)

Mayor

**Recommend Approval by the District Utility Office**

BY: (Signature) \_\_\_\_\_

DATE: 8/19/09

**FDOT Legal review**

BY: (Signature) \_\_\_\_\_

*Alicia J. [Signature]*  
District Counsel

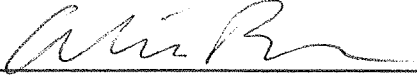
AUG 19 2009  
DATE: \_\_\_\_\_

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STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: (Signature) 

DATE: 8-19-09

(Typed Name: Alice Bravo, P.E.)

(Typed Title: Director of Transportation System Development)

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FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

(Typed Name: \_\_\_\_\_)

(Typed Title: \_\_\_\_\_)

Submitted to:  
**CITY OF KEY WEST**

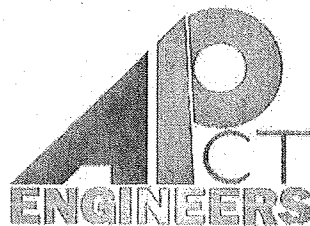
**MAN-HOURS ESTIMATE  
PROPOSAL**

FOR

**Proposed Force Mains  
along N. Roosevelt Blvd.  
Key West,  
Monroe County, Florida**

FDOT FINANCIAL PROJECT ID NUMBER: 250548-3-56-01

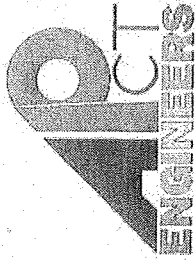
SUBMITTED BY:



04 / 09 / 2009

**CITY OF KEY WEST  
 TECHNICAL SUPPORT CONSULTANTS  
 F.M. No.: 250548-3-56-01  
 TASK ORDER REQUEST**

Proposed 12" & 24" Force Mains on N. Roosevelt Blvd.  
 04/09/2009



**1 SCOPE OF WORK**

The purpose of this scope of services is to provide consulting engineering services to the City of Key West for design, permits, preparation of technical special provisions and post design services activities related with the installation of a 12" and 24" Force Mains along N. Roosevelt Blvd., from Georgia St to Kennedy Dr. The project description considered under this scope of services is defined in Exhibit A.

**2 SCHEDULE**

Design services are to be completed on or before June 15, 2010.

**3 ESTIMATE OF MANHOURS**

Details attached Exhibit B.

**4 PRELIMINARY CONSTRUCTION COSTS**

Detailed attached Exhibit C.

**5 DELIVERABLES**

Plans, Construction Costs and Technical Special Provisions for the installation of the above mentioned force mains.

**6 EXCLUSIONS**

Permit Fees

**7 METHOD OF COMPENSATION**

The services identified shall be compensated in the form of a LUMP SUM of \$ 175,264.15. Should additional work become necessary in excess of the amount authorized, justification shall be provided and a separate letter of authorization will be required. Compensation will be based on progress submittals of construction documents.

**8 OTHER**

N/A



**9 TASK MANAGERS ACCEPTANCE**

**PREPARED FOR A&P CONSULTING TRANSPORTATION ENGINEERS BY:**

Arnelio Alfonso Jr., P.E.  
Name (typed or printed)

Project Manager  
Title

[Signature]  
Signature

08/18/09  
Date

**REVIEWED FOR A&P CONSULTING TRANSPORTATION ENGINEERS BY:**

Carlos M. Gil-Mera, P.E.  
Name (typed or printed)

Principal  
Title

[Signature]  
Signature

08/18/09  
Date

**10 SUBMITTAL/APPROVAL**

**APPROVED FOR CITY OF KEY WEST BY:**

Morgan McPherson  
Name (typed or printed)

Mayor  
Title

[Signature]  
Signature

8-18-09  
Date

EXHIBIT A

SCOPE OF SERVICES

## Scope of Services

**Proposed 12" and 24" Force Mains along SR-5 (N. Roosevelt Blvd.)  
From Georgia St to Kennedy Dr.  
Monroe County, Florida  
FDOT FPID No.: 250548-3-56-01**

### Project Description:

The purpose of this project is to develop construction documents for proposed 12" and 24" force mains along N. Roosevelt Blvd. from Georgia St to Kennedy Dr.

The project includes:

- ◆ Installation of approximately 630 LF of 12" Force Main from north of MacMillan Dr. To Seventh Street. This line will replace an existing 6" Force Main
- ◆ Installation of approximately 8450 LF of 24" C-905 Force Main from Georgia St. to Kennedy Dr. This line will replace an existing 16" Force Main. Stub-outs at:  
Georgia St. with connection to the existing 16" PVC force main,  
7<sup>th</sup> St. with a 90 or a Tee  
Kennedy Dr. For future connection of Pump Station F.
- ◆ Replacing the existing 16" force main crossing Salt Run Canal by a 24" steel pipe attached to the existing bridge.
- ◆ Perform full survey along Truman Ave., from Georgia St. To Eisenhower Dr.
- ◆ Perform 3 core boring to obtain geotechnical information along Truman Ave., from from Georgia St. To Eisenhower Dr.

The project will include reconnecting all existing force mains that are currently discharging into the lines being replaced.

**Services to be performed:**

1- Coordination with the City of Key West in order to design the above referenced Force Mains.

2- Design Analysis, which includes preliminary pipe alignment, computation book, summary of pay items, coordination with roadway design firm and construction costs estimates.

3- Construction Plans, this task will include:

- Key Sheet
- General Notes
- Tabulation of Quantities
- Pay Item Notes
- Project Layout
- Force Main Plans and Profiles
- General Details
- Traffic Control Notes

4- Develop the Technical Special Provisions (TSP) required for the relocation of the above mentioned water mains.

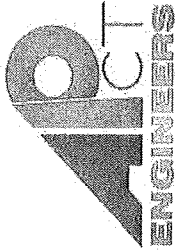
5- Permits, which includes support calculations, permit applications and any other activity required to obtain permits for the above referenced water mains relocation.

6- Assisting in the preparation of JPA for design and construction to be executed between the City of Key West and FDOT.

7- Post Design Services, including Shop Drawing Review and Field visits during construction.

**EXHIBIT B**

**SUMMARY OF FEES**

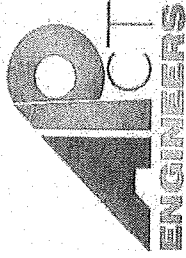


**ESTIMATE OF WORK EFFORT FOR SELECTION  
FORCE MAIN PLANS**

CONSULTANT NAME: A&P Consulting Transportation Engineers PROJECT NAME: SR 5 / North Roosevelt Blvd.  
 WPI No.: N/A From Georgia St.  
 FDOT Job No.: 250548-3-56-01 To Kennedy Dr.  
 FAP No.: N/A DATE: 4/9/2009

ACTIVITY DESCRIPTION	SUB-ACTIVITY	STAFF HOURS		CADD* HOURS		REMARKS
		FROM	TO	FROM	TO	
A. FORCE MAIN PLANS PACKAGE	1. Design Analysis	529				
	2. Construction Plans	680				
	3. Utilities	192				
	4. Permits	64				
	5. Post Design Services	96				
TOTAL				1,561		
<b>STAFF DISTRIBUTION (%)</b>						<b>REMARKS</b>
CHIEF ENGINEER	5					
PROJECT MANAGER	20					
PROJECT ENGINEER	20					
ENGINEER	20					
ENGINEER TECHNICIAN	30					
CLERICAL	5					
TOTAL	100					

FINANCIAL PROJECT No.: 250648-3-66-01  
**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**  
**ESTIMATE OF WORK EFFORT AND FEE**



CONSULTANT: A&P CONSULTING TRANSPORTATION ENGINEERS CORP.

CONST. YR.: 2009-2010  
 WPI NO.: N/A  
 COUNTY: MIAMI-DADE  
 DESCRIPTION: SR 5 / North Roosevelt Blvd.  
 From Georgia St. To Kennedy Dr.

CLASSIFICATION:	WATER MAIN PLANS	MANHOURS	TOTAL WORK EFFORT	AVERAGE HOURLY RATE	ESTIMATED COST
CHIEF ENGINEER	5	78	78	\$64.87	\$5,059.86
PROJECT MANAGER	20	312	312	\$54.13	\$16,888.56
PROJECT ENGINEER	20	312	312	\$45.68	\$14,252.16
ENGINEER	20	312	312	\$29.90	\$9,328.80
ENGINEER TECHNICIAN	30	468	468	\$25.99	\$12,163.32
CLERICAL	5	78	78	\$20.00	\$1,560.00
TOTALS	100	1,661	1,660	\$37.98	\$59,252.70

TASK TOTALS FROM TASK LIST SHEETS

DATE OF ESTIMATE: 4/9/09  
 If revised estimate, give reasons for revisions:

**TOTAL CONTRACT FEE COMPUTATIONS**

- (a) Total Unloaded Salary ..... \$59,252.70
- (b) 162.13 % Total Overhead (1) ..... \$96,066.40
- (c) 27.0 % Operating Margin (2) ..... \$15,998.23
- (d) 0.131 % FCCM (3) ..... \$77.62
- (e) 6.53 % Direct Expenses (4) ..... \$3,868.20

**TOTAL CONTRACT AMOUNT (LUMP SUM) ..... \$175,264.15**

**ESTIMATOR & TITLE:**

Amelio Alfonso, P.E., Senior Project Manager

**Notes:**

- (1) Total Overhead (General) = % \* Unloaded Salary
- (2) Operating Margin = % \* Unloaded Salary
- (3) Facilities Capital Cost of Money (FCCM) = % \* Unloaded Salary
- (4) Direct Reimbursables (Out-of-Pocket) = % of Unloaded Salary

SR 5 / North Roosevelt Blvd.  
 FINANCIAL PROJECT No.: 250548-3-56-01  
Force Main Plans

ACTIVITY: A. (WATER MAIN PLANS)

SUBACTIVITY: 1. (Design Analysis)

SUBACTIVITY	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/UNIT	NO. OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1. Pipe Line Alignment	L.S.	1	40		40		
2. Structural Analysis	L.S.	1	32		32		
3. Canal Crossing	L.S.	1	32		32		
4. Field Survey & Service Location	L.S.	1	40		40		
5. Contract File (set-up and maintenance)	L.S.	1	12		12		
6. Computation Book and Quantities	L.S.	1	24		24		
7. C.E.S. / Summary of Pay Items	L.S.	1	24		24		
8. Special Provisions / Specifications	L.S.	1	32		32		
9. Prepare Construction Cost Estimate	L.S.	1	32		32		
10. Traffic Control Analysis	L.S.	1	72		72		
11. Design Coordination Meetings	L.S.	1	24		24		
12. Survey of Truman Ave.	L.S.	1	80		80		From Georgia State Eisenhower Dr.
13. Geotechnical Study	L.S.	1	60		60		Based on 3 core borings
<b>SUBACTIVITY SUBTOTAL</b>					<b>504</b>		
12. Quality Assurance / Quality Control	5%				25		
13. Attend FDOT Field Reviews Meeting	EA	1					
<b>SUBACTIVITY TOTAL</b>					<b>529</b>		



SR.5 / North Roosevelt Blvd.  
 FINANCIAL PROJECT No.: 250548-3-56-01  
Force Main Plans

ACTIVITY: A. (WATER MAIN PLANS)

SUBACTIVITY: 2. (Construction Plans)

SUBACTIVITY	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO. OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1. Key Sheet	Sheet	1	8	1	8		
2. Summary of Pay Items	Sheet	1	8	1	8		
3. General Notes	Sheet	1	8	1	8		
4. Tabulation of Quantities and Pay Item Notes	Sheet	2	12	2	24		
5. Proposed General Plan of Force Main	Sheet	2	8	2	16		
6. Proposed Plan/Profile Sheets	Sheet	16	18	18	324		
7. Laterals Plan/Profile Sheets	Sheets	4	12	8	48		
8. Canal Crossing Details	Sheet	2	12	2	24		
9. Structural Plans and Details	Sheet	3	12	3	36		
10. Structural Details	Sheet						
11. Notes & Details	Sheet	1	8	1	8		
12. Pavement and Base Restoration / General Notes and Details	Sheet	1	4	1	4		
13. Core Boring Reports	Sheet	4	4	4	16		
14. Traffic Control Notes	Sheet	1	4	1	4		
15. Traffic Control Plan	Sheet	8	12	8	96		Based on 2 phases
16. Phase Review Meetings	LS	3	8		24		
<b>SUBACTIVITY SUBTOTAL</b>					<b>648</b>		
17. Quality Assurance / Quality Control	5%				32		
<b>SUBACTIVITY TOTAL</b>				<b>53</b>	<b>680</b>		

SR 5 / North Roosevelt Blvd.  
 FINANCIAL PROJECT No.: 250548-3-56-01  
Force Main Plans

ACTIVITY: A. (WATER MAIN PLANS)

SUBACTIVITY: 3. (Utilities)

SUBACTIVITY	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/UNIT	NO. OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1. Initial Contact	L.S.	8	1		8		
2. Transfer Existing Utilities to Plan/ Profile	EA	8	12		96		
3. Coordination with Utility Companies	L.S.	8	2		16		
4. Soft Digs	L.S.	1	48		48		
SUBACTIVITY SUBTOTAL							
					168		
5. Quality Control	5%				8		
6. Utility Meetings	EA	8	2		16		
SUBACTIVITY TOTAL							
					192		

SR 5 / North Roosevelt Blvd.  
 FINANCIAL PROJECT No.: 250548-3-56-01  
Force Main Plans

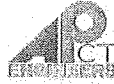
ACTIVITY: A. (WATER MAIN PLANS) SUBACTIVITY: 4. (Permits & JPA Documents)

SUBACTIVITY	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO. OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1. Prepare Permit Applications	L.S.	1	24		24		
2. Coordination and RFI with Permitting Agencies	L.S.	1	24		24		
3. Permit Fees	L.S.						
4. JPA Documents for Design and Construction	L.S.	1	16		16		Not included in this contract
<b>SUBACTIVITY TOTAL</b>					<b>64</b>		



EXHIBIT C

PRELIMINARY CONSTRUCTION COSTS



4/9/2009

### PRELIMINARY CONSTRUCTION COST ESTIMATE

Proposed 12 and 24 inches Force Mains along SR 5 (N. Roosevelt Blvd.), From Georgia St. to Kennedy Dr.  
 Financial Project No. 250548-3-56-01  
 City of Key West

ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL
1	Install 24" PVC Pipe and Fittings.	LF	\$68.00	8,448.00	\$574,464.00
2	Furnish 24" PVC Pipe and Fittings.	LF	\$42.00	8,448.00	\$354,816.00
3	Install 12" PVC Pipe, Fittings and Valves.	LF	\$70.00	630.00	\$44,100.00
4	Furnish 12" PVC Pipe, Fittings and Valves.	LF	\$35.00	630.00	\$22,050.00
5	Install 24" Plug Valves complete, w/rise pipe and valve box.	EA	\$4,200.00	4.00	\$16,800.00
6	Furnish 24" Plug Valves complete, w/rise pipe and valve box.	EA	\$4,500.00	4.00	\$18,000.00
7	Install 24" Steel Pipe on Bridge over Salt Run Canal.	LF	\$450.00	200.00	\$90,000.00
8	Make connection to exist. F.M. at Several Locations	EA	\$4,500.00	6.00	\$27,000.00
9	Furnish & Install Air Release Valve assembly complete.	EA	\$2,500.00	10.00	\$25,000.00
10	Install M.J. Tapping Sleeves and Tapping Valves (Several Diameters)	EA	\$6,500.00	4.00	\$26,000.00
11	Furnish M.J. Tapping Sleeves and Tapping Valves (Several Diameters)	EA	\$4,500.00	4.00	\$18,000.00
12	Remove Valve Boxes and riser pipe on mains to be placed out of service to 2' below finish grade.	EA	\$300.00	15.00	\$4,500.00
<b>Total</b>					<b>\$1,220,730.00</b>
13	Maintenance of Traffic [M.O.T.] (10%)	LS	\$122,073.00	1	\$122,073.00
14	Mobilization (10%)	LS	\$122,073.00	1	\$122,073.00
<b>Total Estimated Construction Cost</b>					<b>\$1,464,876.00</b>
15	Contingency Fund (10%)	LS	\$146,487.60	1	\$146,487.60
16	Const. Engineering Administration [C.E.A.] (2%)				\$29,297.52
<b>UTILITY WORK GRAND TOTAL</b>					<b>\$1,640,661.12</b>