

TAB 6



City of Palmetto Agenda Item

Meeting Date

9/27/10

Presenter: Allen R. Tusing, Director

Department: Public Works

Title:

**Fiber Optic Project
COP Job#04- 418**

School Board of Manatee County (SBMC) Interlocal Agreement for 17th Street West Conduit System

Public Works staff has been coordinating with SBMC staff to jointly fund, design and construct a new fiber optic conduit system along 17th Street West from Bus. 41 to Public Works. This joint conduit system was the result of the recent roadway improvements along 17th Street West where both agencies were required to relocate their individual fiber conduit systems.

Currently, SBMC has a contract with MasTec for design and construction services for the joint conduit system.

Per the Interlocal Agreement, 2/3 of the system will be owned by SBMC and 1/3 will owned by the City. The COP will have ownership of the color "WHITE" and the color "GREEN" inter duct within the FuturePath conduit. Maintenance and system locates of the will be administered by the SBMC through this agreement. Any repair costs for normal wear and tear or any unrecovered damages through the fault of third party damage will be initially paid by the SBMC and the City will reimburse the SBMC at a rate of 1/3 (.33) of the cost.

The total cost of this project is \$61,626.94: SMBC's portion is \$40,197.02 and the City's portion is \$21,429.92

Budgeted Amount: \$21,429.92 **Budget Page No(s):** **Available Amount:** \$0.00 **Expenditure Amount:** \$0.00

Additional Budgetary Information: _____

Funding Source(s): _____ **Sufficient Funds Available:** Yes No **Budget Amendment Required:** Yes No **Source:** _____

City Attorney Reviewed: Yes No N/A **Advisory Board Recommendation:** For Against N/A **Consistent With:** Yes No N/A

Potential Motion/ Direction Requested: Authorize the Mayor to execute the Interlocal Agreement with the School Board of Manatee County for the construction of the 17th Street West Conduit System.

Staff Contact: Allen R. Tusing, Director

Attachments: Interlocal Agreement, Conduit Plans, Joint Billing Detail, Bid Sheet.

**SCHOOL BOARD OF MANATEE COUNTY, FLORIDA / CITY OF PALMETTO, FLORIDA
INTERLOCAL AGREEMENT FOR
CONSTRUCTION OF 17TH STREET WEST CONDUIT SYSTEM**

THIS AGREEMENT, is made and entered into on the date specified herein, by and between the School Board of Manatee County, FL (hereinafter “the SB”) and the City of Palmetto, Florida (hereinafter called “the COP”).

W I T N E S S E T H

WHEREAS, each of the Parties to this Agreement are Public Agencies individually empowered by law to construct, own, maintain, use and dispose of underground conduit and other facilities related to the protection and support of a fiber optic Network system; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, codified at Florida Statutes § 163.01, provides authority for Public Agencies, including Cities, counties and school districts, to exercise jointly with each other any power or authority which such agencies share in common and which might be exercised separately in order to make the most efficient use of their powers by enabling them to cooperate via an Interlocal agreement; and

WHEREAS, the SB desires to construct an underground fiber optic Institutional Network linking numerous SB facilities with each other and with other related sites so as to provide more efficient and enhanced services to SB employees, students and others; and

WHEREAS, the COP desires to construct an underground fiber optic network linking numerous City facilities with each other and with other related sites so as to provide more efficient and enhanced services to employees, users of City services and others; and

WHEREAS, a major component of the cost of construction of an underground fiber optic system is the route design, purchase and installation of conduit in which fiber optic cables reside and are protected; and

WHEREAS, the Parties have conferred on the anticipated design/footprint of their respective Networks and have identified the areas where the respective system plans will overlap; and

WHEREAS, the Parties have each individually determined that it would be in their respective best interests to jointly fund, design, bid, procure, install, own, administer, operate, repair and maintain a fiber optic conduit system in those areas where their respective networks overlap; and

NOW, THEREFORE, it is declared to be the purpose of this Interlocal Agreement to create a **JOINT CONDUIT SYSTEM**, and to set forth the respective rights and responsibilities of the Parties related thereto as follows:

1. SYSTEM CREATION AND FUNDING

There shall be a joint SB and COP conduit System (hereinafter the "SYSTEM"), which shall be 2/3 (.67) owned by the SB and 1/3 (.33) owned by the COP. The System is located along 17th Street West in Palmetto from the west side of 8th Ave West/US41 & 17th Street West to the corner of the City of Palmetto Public Works Department on 17th Street West. The COP will have ownership of the color "WHITE" and the color "GREEN" inter duct within the FuturePath conduit.

Attachment A details the conduit installation path.

Attachment B details the percentage cost that the SB and the COP agree to pay for the SYSTEM.

Attachment C details the cost of construction for the SYSTEM as defined in the contract executed between Mastec Inc. and the SB.

The SB reserves the right to sell 1/3 of its 2/3 ownership to Manatee County Government at an unspecified future date. No other sale of the system shall be permitted by either party without joint approval.

This Interlocal Agreement is for construction of a joint conduit System only. Installation and general maintenance of fiber optic cable is the sole responsibility of each public agency individually.

2. SYSTEM CONSTRUCTION

The Parties agree that the SB is responsible for construction and providing funds for the initial purchase of the SYSTEM and other needed procurements to cover the ongoing design, bidding and construction costs of the SYSTEM. The COP shall have full and equal involvement in the review of designs and shall be copied on all relevant correspondence related to same.

Each Party or that Party's agents or licensees shall, when installing, removing or replacing fiber optic cable or related support equipment, be solely responsible for any damage to the System and shall be financially responsible for repair of any damage to same.

The Parties agree that to the extent the police powers or eminent domain powers of either require temporary or permanent movement or relocation of any portion of the System, the Party not involved in the use of such powers shall bear no cost associated with such movement or relocation.

Nothing herein shall be interpreted as prohibiting a Party from contracting to construct and own conduit outside of this Agreement. However, the Parties agree that they shall work together henceforth to share respective future needs and plans and, wherever possible, to include construction of new conduit within the provisions of this Agreement.

3. ADMINISTRATION OF SYSTEM AND LITIGATION DUTIES

The System shall be administered by the Parties jointly. The COP and the SB shall each appoint one (1) person from among their respective staffs who shall have primary daily responsibility for administration and oversight of the System. These designees shall jointly determine the method, manner and timing of System, maintenance, use and disposition, in compliance with the terms of this Agreement and all applicable federal, state and local laws. Any disputes between the designees as to such determinations will be presented to the SB Superintendent and the COP Mayor for resolution. In the event of a dispute between the parties which cannot be resolved by the SB Superintendent and the COP Mayor, that such dispute shall attempted to be resolved pursuant to Chapter 164, Florida Statutes, although nothing precludes a party from filing suit in a court of competent jurisdiction. As to any claims made against either by a third party or any suits brought by either against any third party, with respect to the System or this Agreement, the Parties agree to cooperate in the claims administration and litigation of such matters in the manner the Parties' respective legal counsel advise is most appropriate for the matter at issue.

Maintenance and system locates of the SYSTEM will be administered by the SB through its agreement with Manatee County Government. Any repair costs for normal wear and tear or any unrecovered damages through the fault of third party damage will be initially paid by the SB and the COP will reimburse the SB at a rate of 1/3 (.33) of the cost.

4. RESERVATION OF INDIVIDUAL SB AND COP RIGHTS

- a. **Regulatory Rights Retained** – The Parties to this Agreement acknowledge that individual authority to regulate their respective lands, structures, easements and rights of way, including enforcement of building and electrical standards and right of way permitting requirements, shall be preserved. Notwithstanding the foregoing, however, the Parties to this Agreement agree to work cooperatively together to facilitate any new or re-construction of the System, including the issuance of single or phased System construction permit(s), so as to reduce needless or duplicative administrative costs to the Parties or their contractors.
- b. **Party-owned Communication Assets** – To the extent any Party to this Agreement owns or controls any communications assets, including fiber optic or coaxial cable, same shall remain the property of that Party for all purposes.

5. DURATION, TERMINATION AND INDIVIDUAL PARTY WITHDRAWAL

This Agreement will renew from fiscal year to fiscal year unless the Parties mutually terminate this Agreement prior to July 1 of any year for which this Agreement renews. Upon such mutual termination, the Parties shall jointly develop an agreement for the disposal of the jointly-owned System elements, which could include a division or sale of those elements to each other or a third party. In addition, any individual Party may withdraw from this Agreement by:

- a. Obtaining approval from the governing body of the Party wishing to withdraw; and
- b. Providing ninety (90) days written notice to the other Party of the vote to withdraw.

Notwithstanding any of the foregoing termination or withdrawal provisions, the Parties shall ensure that the legal rights of any impacted occupant of the conduit is not, as to their respective rights, duties, obligations and privileges, impaired in any manner. Upon either Party's withdrawal, that Party shall promptly develop and implement a plan to remove any fiber optics or equipment from any System conduit at its own expense. Notwithstanding the foregoing, a withdrawing Party's fiber optics or equipment may be permitted to remain in place under such terms and conditions as the non-withdrawing Party may reasonably require.

6. SEVERABILITY

Should any section, sentence or clause of this Agreement be deemed unlawful by a Court of competent jurisdiction, no other provision hereof shall be affected and all other provisions of this Agreement shall continue in full force and effect to the extent permitted by law.

7. INDEMNIFICATION AND THIRD PARTY BENEFICIARY

Each Party, as a political subdivision as defined by Florida Statute § 768.28, agrees to indemnify each other Party and hold it harmless as to any claim, judgment, or damage award whatsoever arising out of or related to that indemnifying Party's own negligent or wrongful acts or omissions, to the extent permitted by law. The Parties understand that pursuant to Florida Statute § 768.28(19), no Party is entitled to be indemnified or held harmless by another Party for its own negligent or wrongful acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Party to which sovereign immunity may be applicable, and each Party claims all of the privileges and immunities and other benefits and protections afforded by Florida Statute § 163.01(9). The Parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

8. EFFECTIVE DATE

This Agreement shall be effective once fully Executed by both parties.

SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By: _____

Date of Execution: _____

CITY OF PALMETTO FLORIDA

By: _____

Date of Execution: _____

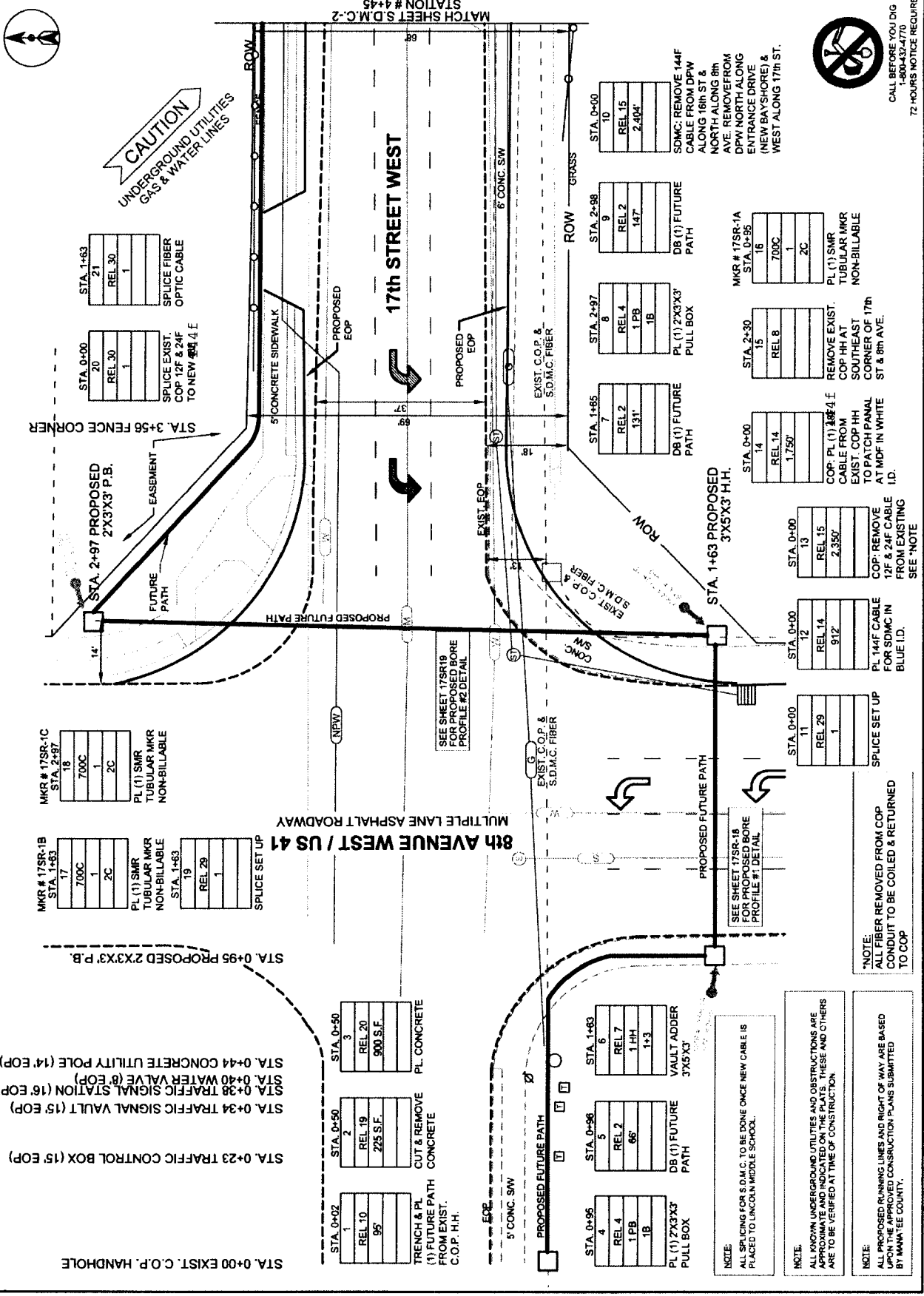
**School District of Manatee County
17th Street Relocation / Palmetto, FL
PROJECT # 091013**

MasTec
 DATE: 07/15/10
 ENGINEER: D.P. CLARK
 DRAWN BY: J.C. CINTRON
 REVISIONS:

DATE	DESCRIPTION	INITIAL

SCALE
 HORIZONTAL: 1"=20'
 VERTICAL: NTS
 SHEET _____ OF _____
 SHEET # 17SR-1

NOTES:
 1. ALL PROPOSED PLANNING LINES AND OBSTRUCTIONS ARE TO BE VERIFIED AT TIME OF CONSTRUCTION.
 2. ALL KNOWN UNDERGROUND UTILITIES AND OBSTRUCTIONS ARE TO BE VERIFIED AT TIME OF CONSTRUCTION.
 3. THESE AND OTHERS ARE TO BE VERIFIED AT TIME OF CONSTRUCTION.
 4. ALL PROPOSED PLANNING LINES AND OBSTRUCTIONS ARE TO BE VERIFIED AT TIME OF CONSTRUCTION.
 5. THESE AND OTHERS ARE TO BE VERIFIED AT TIME OF CONSTRUCTION.



CAUTION
 UNDERGROUND UTILITIES
 GAS & WATER LINES

MKR # 17SR-1B
 STA. 1+63

REL. 17	700C	1	2C
REL. 18	700C	1	2C

PL (1) SMR TUBULAR MKR NON-BILLABLE
 SPlice SET UP

MKR # 17SR-1C
 STA. 2+97

REL. 20	700C	1	2C
REL. 21	700C	1	2C

SPlice EXIST. COP 12F & 24F TO NEW 4\"/>

MKR # 17SR-1A
 STA. 0+95

REL. 16	700C	1	2C
REL. 17	700C	1	2C

PL (1) SMR TUBULAR MKR NON-BILLABLE

MKR # 17SR-1B
 STA. 1+63

REL. 19	700C	1	2C
REL. 20	700C	1	2C

PL (1) SMR TUBULAR MKR NON-BILLABLE

MKR # 17SR-1C
 STA. 2+97

REL. 23	700C	1	2C
REL. 24	700C	1	2C

SPlice EXIST. COP 12F & 24F TO NEW 4\"/>

MKR # 17SR-1D
 STA. 3+63

REL. 25	700C	1	2C
REL. 26	700C	1	2C

PL (1) SMR TUBULAR MKR NON-BILLABLE

MKR # 17SR-1E
 STA. 4+33

REL. 27	700C	1	2C
REL. 28	700C	1	2C

PL (1) SMR TUBULAR MKR NON-BILLABLE

MKR # 17SR-1F
 STA. 5+03

REL. 29	700C	1	2C
REL. 30	700C	1	2C

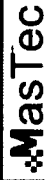
SPlice EXIST. COP 12F & 24F TO NEW 4\"/>

*NOTE:
 ALL FIBER REMOVED FROM COP CONDUIT TO BE COILED & RETURNED TO COP

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 ALL FIBER REMOVED FROM COP CONDUIT TO BE COILED & RETURNED TO COP

CALL BEFORE YOU DIG
 1-800-432-4770
 72 HOURS NOTICE REQUIRED

School District of Manatee County
17th Street Relocation / Palmetto, FL
PROJECT # 091013

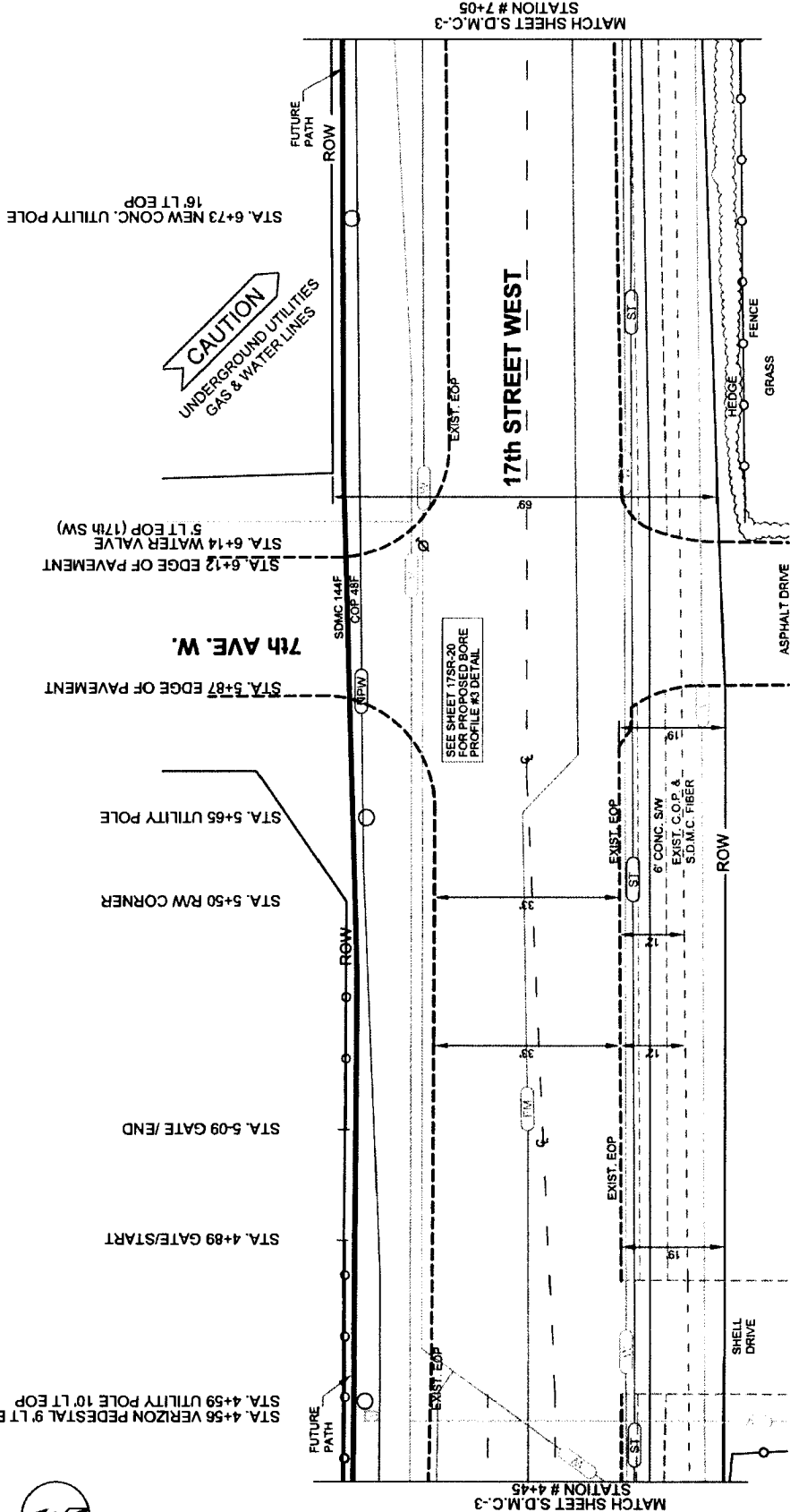


DATE: 01/16/10
ENGINEER: D.P. CLARK
DRAWN BY: J.C. CINTRON

DATE	DESCRIPTION	INITIAL

EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT, THESE DRAWINGS AND SPECIFICATIONS SHALL BE CONSIDERED TO BE THE SOLE AGREEMENT BETWEEN THE SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA, BOTH BEING BIDDING CONTRACTORS. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS FOR ANY PURPOSES WITHOUT SPECIFIC WRITTEN PERMISSION.

SCALE: 1"=20'
HORIZONTAL: 1"=20'
VERTICAL: NTS
SHEET OF
SHEET # 17SR-2



CALL BEFORE YOU DIG
1-800-432-4770
72 HOURS NOTICE REQUIRED

NOTE:
ALL KNOWN UNDERGROUND UTILITIES AND OBSTRUCTIONS ARE TO BE LOCATED AND MARKED PRIOR TO THE START OF CONSTRUCTION. THESE AND OTHERS ARE TO BE VERIFIED AT TIME OF CONSTRUCTION.

NOTE:
ALL PROPOSED RUNNING LINES AND RIGHT OF WAY LINES ARE TO BE VERIFIED AT THE APPROVED CONSTRUCTION PLANS SUBMITTED BY TRADE TRAIL.

NOTE:
ALL SPlicing FOR S.D.M.C. TO BE DONE ONCE NEW CABLE IS PLACED TO LINCOLN MIDDLE SCHOOL.

STA. 4+45	1
REL. 2	260
DB (1) FUTURE PATH	

School District of Manatee County
 17th Street Relocation / Palmetto, FL
 PROJECT # 091013

MasTec

ENGINEER: D.P. CLARK
 DRAWN BY: J.C. CINTRON

DATE	REVISIONS	INITIAL

EXCEPT AS MAY BE OTHERWISE SHOWN, ALL DIMENSIONS AND SPECIFICATIONS SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR ROADWAY CONSTRUCTION, AS APPLICABLE TO THE STATE OF FLORIDA. THESE AND OTHERS ARE TO BE VERIFIED AT TIME OF CONSTRUCTION.

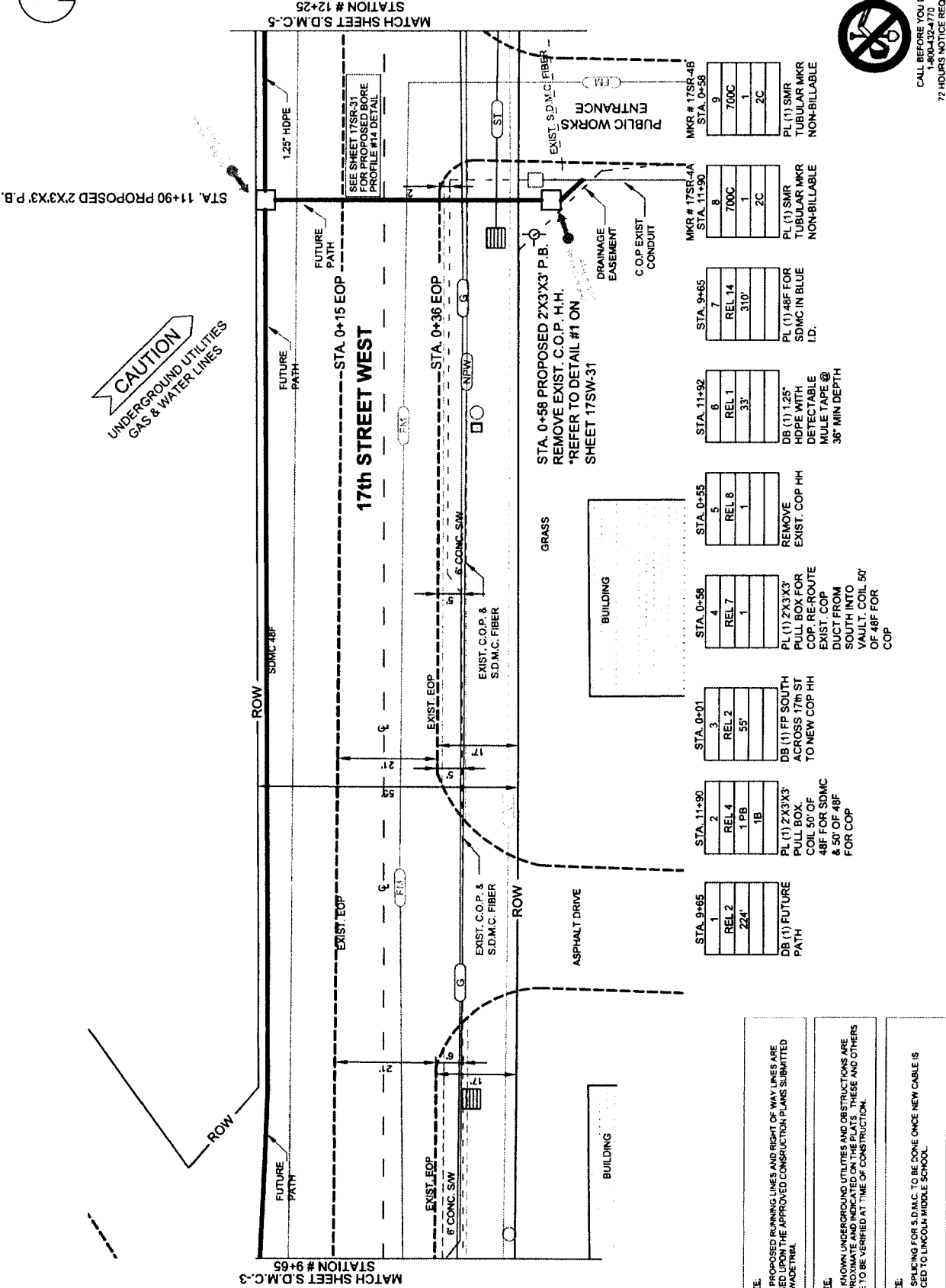
SCALE: _____

HORIZONTAL: 1"=20'

VERTICAL: NTS

SHEET _____ OF _____

SHEET # 17SR-4



CAUTION
 UNDERGROUND UTILITIES
 GAS & WATER LINES

STA. 0+58 PROPOSED 2X3X3 P.B.
 REMOVE EXIST. C.O.P. H.H.
 *REFER TO DETAIL #1 ON
 SHEET 17SW-31

STA. 9+65	1	REL 2	224'	DB (1) FUTURE PATH
STA. 11+90	2	REL 4	1 PB	PL (1) 2X3X3 COIL 50' OF 48" FOR SDMC & 50' OF 48" FOR COP
STA. 0+01	3	REL 2	55'	DB (1) EP SOUTH ACROSS 17th ST TO NEW COP HH
STA. 0+58	4	REL 7	1	PL (1) 2X3X3 PULL BOX FOR COP. REROUTE EXIST. COP DUCT FROM SOUTH INTO VAULT. COIL 50' OF 48" FOR COP
STA. 0+55	5	REL 8	1	REMOVE EXIST. COP HH
STA. 11+92	6	REL 1	33'	DB (1) 1.25" HDPE WITH DETECTABLE MULE TAPE @ 36" MIN DEPTH
STA. 9+65	7	REL 14	310'	PL (1) 48F FOR SDMC IN BLUE I.D.
STA. 11+90	8	REL 8	1	MKR # 17SR-4A STA. 11+90
STA. 0+58	9	REL 9	2C	MKR # 17SR-4B STA. 0+58
				PL (1) SMR TUBULAR MKR NON-BILLABLE



CALL BEFORE YOU DIG
 1-800-4-A-DIG
 72 HOURS NOTICE REQUIRED

NOTE:
 ALL PROPOSED PLANNING LINES AND RIGHT OF WAY LINES ARE BASED UPON THE APPROVED CONSTRUCTION PLANS SUBMITTED BY WADETRIA.

NOTE:
 ALL KNOWN UNDERGROUND UTILITIES AND OBSTRUCTIONS ARE APPROXIMATE AND INDICATED ON THE PLATS. THESE AND OTHERS ARE TO BE VERIFIED AT TIME OF CONSTRUCTION.

NOTE:
 ALL SPlicing FOR S.D.M.C. TO BE DONE ONCE NEW CABLE IS PLACED TO LINCOLN MIDDLE SCHOOL.

**SB / COP 17th St West
Joint Conduit / Fiber Install Project Billing Detail**

Sheet# / STA #	Line Item Description	Est. QTY	Unit Cost	Total Cost	SB %	SB Cost	COP %	COP Cost
17SR 1-4								
	Eng/Design/Permit (SB/COP)	1248	0.88	1,098.24	0.67	\$732.16	0.33	\$366.08
	Eng/Design/Permit (SB)	10049	0.88	8,843.12	1.00	\$8,843.12	0.00	\$0.00
Added due to depth of existing conduit	Dir. Bore Sub duct Future Path (from 8th Ave W & 16th St W to 8th Ave W & 17th St W)	285	17.80	5,073.00	0.67	\$3,382.00	0.33	\$1,691.00
17SR-1								
STA 0+00	Splice Set up (COP)	1	250.00	250.00	0.00	\$0.00	1.00	\$250.00
STA 0+00	Remove 12f & 24f Cable (COP)	2350	0.75	1,762.50	0.00	\$0.00	1.00	\$1,762.50
	SB to sell COP 144f Fiber Cable	1750	0.37	645.75	0.00	\$0.00	1.00	\$645.75
STA 0+00	Place (1) 144f Cable (COP)	1750	0.75	1,312.50	0.00	\$0.00	1.00	\$1,312.50
	Splice existing 12f & 24f Cable to new 144f (COP)	36	16.50	594.00	0.00	\$0.00	1.00	\$594.00
STA 0+00	Remove 144f Cable (SB)	2404	0.75	1,803.00	1.00	\$1,803.00	0.00	\$0.00
STA 0+02	Trench & Place Future Path	95	15.00	1,425.00	0.67	\$950.00	0.33	\$475.00
STA 0+50	Cut & Remove Concrete	225	6.00	1,350.00	0.67	\$900.00	0.33	\$450.00
STA 0+50	Place Concrete	900	4.90	4,410.00	0.67	\$2,940.00	0.33	\$1,470.00
STA 0+95	Place 2x3x3 Pull Box	1	813.51	813.51	0.67	\$542.34	0.33	\$271.17
STA 0+96	Dir. Bore Sub duct Future Path	66	17.80	1,174.80	0.67	\$783.20	0.33	\$391.60
STA 1+63	Place Vault Adder 2x3x3	1	935.00	935.00	0.67	\$623.33	0.33	\$311.67
STA 1+63	Remove Existing Hand Hole (conflict)	1	385.00	385.00	0.67	\$256.67	0.33	\$128.33
STA 1+63	Cut & Remove Concrete	25	6.00	150.00	0.67	\$100.00	0.33	\$50.00
STA 1+63	Place Concrete	100	4.90	490.00	0.67	\$326.67	0.33	\$163.33
STA 1+63	Place Vault Adder 2x3x3 (Re-Install)	1	935.00	935.00	0.67	\$623.33	0.33	\$311.67
STA 1+63	Expose and Relocate (4) 1 1/4" HDPE	20	21.61	432.20	0.67	\$288.13	0.33	\$144.07
STA 1+63	Trench & Place Future Path	40	15.00	600.00	0.67	\$400.00	0.33	\$200.00
STA 1+63	Splice Set up	1	250.00	250.00	1.00	\$250.00	0.00	\$0.00
STA 1+63	Place (1) 144f Cable (SB)	912	0.75	684.00	1.00	\$684.00	0.00	\$0.00
STA 1+65	Dir. Bore Sub duct Future Path	131	17.80	2,331.80	0.67	\$1,554.53	0.33	\$777.27
STA 2+30	Remove Existing Hand Hole	1	385.00	385.00	0.67	\$256.67	0.33	\$128.33
STA 2+97	Place 2x3x3 Pull Box	1	813.51	813.51	0.67	\$542.34	0.33	\$271.17
STA 2+98	Dir. Bore Sub duct Future Path	147	17.80	2,616.60	0.67	\$1,744.40	0.33	\$872.20
17SR-2								
STA 4+45	Dir. Bore Sub duct Future Path	260	17.80	4,628.00	0.67	\$3,085.33	0.33	\$1,542.67
17SR-3								
STA 7+05	Dir. Bore Sub duct Future Path	6	17.80	106.80	0.67	\$71.20	0.33	\$35.60
STA 7+12	Place 2x3x3 Pull Box	1	813.51	813.51	0.67	\$542.34	0.33	\$271.17
STA 7+14	Dir. Bore Sub duct Future Path	251	17.80	4,467.80	0.67	\$2,978.53	0.33	\$1,489.27
17SR-4								
STA 9+65	Dir. Bore Sub duct Future Path	224	17.80	3,987.20	0.67	\$2,658.13	0.33	\$1,329.07
STA 9+65	Dir. Bore Solid Rock	150	8.50	1,275.00	0.67	\$850.00	0.33	\$425.00
STA 9+65	Place (1) 48f Cable (SB)	310	0.75	232.50	1.00	\$232.50	0.00	\$0.00
STA 11+90	Place 2x3x3 Pull Box	1	813.51	813.51	0.67	\$542.34	0.33	\$271.17
STA 11+92	Dir. Bore (1) 1 1/4" HDPE w Mule Tape	33	13.76	454.08	1.00	\$454.08	0.00	\$0.00
STA 0+01	Dir. Bore Sub duct Future Path	55	17.80	979.00	0.00	\$0.00	1.00	\$979.00
STA 0+15	Dir. Bore Solid Rock	31	8.50	263.50	0.00	\$0.00	1.00	\$263.50
STA 0+55	Remove Existing Hand Hole	1	385.00	385.00	0.67	\$256.67	0.33	\$128.33
STA 0+58	Place 2x3x3 Pull Box	1	813.51	813.51	0.00	\$0.00	1.00	\$813.51
COP Public Works								
	Splice Set up	1	250.00	250.00	0.00	\$0.00	1.00	\$250.00
	Splice 36f of new 144f to existing Patch Panel	36	16.50	594.00	0.00	\$0.00	1.00	\$594.00
Total						\$40,197.02		\$21,429.92

UNIT CODE	DESCRIPTION	UNIT MEAS	UNIT PRICE
1	BORE - INNERDUCT/SUBDUCT (Single 1.25" Innerduct) - This unit applies to a successful bore of innerduct/subduct. Incidental is any associated digging, locating the end of the pipe and marking the ends (if required), backfilling, compacting, and restoring the property to it's original condition. This unit includes all potholing. Also included is placing cable marker stakes/signs, and mule tape. Unit per linear foot. All duct related material is included.	FT	\$ 13.76
2	BORE - INNERDUCT/SUBDUCT (Single Future Path Duct) - This unit is used for bore and placement of one conduit. Incidental is any associated digging, locating the end of the pipe and marking the ends (if required), backfilling, compacting, and restoring the property to it's original condition. Also included is incidental hand digging/back hoeing to expose existing substructures, placing cable marker stakes/signs, and mule tape. Unit per linear foot. All duct related material is included.	FT	\$ 17.80
3	BORE - INNERDUCT/SUBDUCT (Single Future Path and Single 1.25" Innerduct) - This unit is used for bore and placement of one conduit or two innerducts/subducts. Incidental is any associated digging, locating the end of the pipe and marking the ends (if required), backfilling, compacting, and restoring the property to it's original condition. Also included is incidental hand digging/back hoeing to expose existing substructures, placing cable marker stakes/signs, and mule tape. Unit per linear foot. All duct related material is included.	FT	\$ 19.39
4	BORE - INNERDUCT/SUBDUCT (Dual Future Path Ducts) - This unit is used for bore and placement of two innerducts/subducts. Incidental is any associated digging, locating the end of the pipe and marking the ends (if required), backfilling, compacting, and restoring the property to it's original condition. Also included is incidental hand digging/back hoeing to expose existing substructures, placing cable marker stakes/signs, and mule tape. Unit per linear foot. All duct related material is included.	FT	\$ 23.65
5	Bore - 4" HDPE - This unit is used for bore and placement of ONE CONDUIT. Incidental is any associated digging, locating the end of the pipe and marking the ends (if required), backfilling, compacting, and restoring the property to it's original condition. Also included is incidental hand digging/back hoeing to expose existing substructures, placing cable marker stakes/signs, and locatable mule tape. This unit is for road crossings (FDOT) only if required by permit. Includes casing pipe material. Unit per linear foot.	FT	\$ 18.50
6	Bore - 6" HDPE - This unit is used for bore and placement of one conduit. Incidental is any associated digging, locating the end of the pipe and marking the ends (if required), backfilling, compacting, and restoring the property to it's original condition. Also included is incidental hand digging/back hoeing to expose existing substructures, placing cable marker stakes/signs, and locatable mule tape. This unit is for road crossings (FDOT) only if required by permit. Includes casing pipe material. Unit per linear foot.	FT	\$ 29.50
7	PLACE HAND HOLE (up to 2' X 3') - This unit involves placing of a plastic or fiberglass hand hole up to, and including 2' X 3'. This unit includes proper excavation and placement of a base of compacted granular material, placing the unit to proper elevation and grade, placing a ground rod/wire, and backfill/restoration of the excavated area. Unit per hand hole. All associated material is included.	EA	\$ 813.51
8	PLACE HAND HOLE (Greater than 2' X 3') - This unit involves placing of a precast plastic, fiberglass or concrete hand hole larger than 2' X 3'. This unit includes proper excavation and placement of a base of compacted granular material, placing the unit to proper elevation and grade, placing a ground rod/wire, and backfill/restoration of the excavated area. Unit per hand hole. All associated material is included.	EA	\$ 1,880.16
9	TRENCH AND PLACE (Single 1.25" Innerduct - 36" to 48" cover) - This unit includes all labor and equipment required to open a trench with a trenching machine and placement of a single conduit. Also included is incidental hand digging/back hoeing to expose existing substructures, backfilling, compaction and restoring the property to it's original condition, cable marker stakes/signs, and mule tape. Unit per trench foot. All duct related material is included.	FT	\$ 11.61
10	TRENCH AND PLACE (Single Future Path - 36" to 48" cover) - This unit includes all labor and equipment required to open a trench with a trenching machine and placement of a single conduit. Also included is incidental hand digging/back hoeing to expose existing substructures, backfilling, compaction and restoring the property to it's original condition, cable marker stakes/signs, and mule tape. Unit per trench foot. All duct related material is included.	FT	\$ 15.00
11	TRENCH AND PLACE (Single 1.25" Innerduct and Single Future Path - 36" to 48" cover) - This unit includes all labor and equipment required to open a trench with a trenching machine and placement of dual conduit. Also included is incidental hand digging/back hoeing to expose existing substructures, backfilling, compaction and restoring the property to it's original condition, cable marker stakes/signs, and mule tape. Unit per trench foot. All duct related material is included.	FT	\$ 16.35
12	TRENCH AND PLACE (Dual Future Path Ducts - 36" to 48" cover) - This unit includes all labor and equipment required to open a trench with a trenching machine and placement of dual conduit. Also included is incidental hand digging/back hoeing to expose existing substructures, backfilling, compaction and restoring the property to it's original condition, cable marker stakes/signs, and mule tape. Unit per trench foot. All duct related material is included.	FT	\$ 19.48
13	PLACE SUB-DUCT(S) IN CONDUIT - This unit covers the placement of sub-duct(s) in a conduit, connecting the sections together, and properly forming and securing the sub-duct(s) to walls and/or racks in cable vaults. Includes vault set-up, and placing mule line if required. Note: Since multiple ducts are placed simultaneously, the unit of measure is footage of the main duct, not total footage of the various sub-ducts. Unit per duct foot, labor only.	FT	\$ 1.54
14	Provide Sub-Duct - Unit is for provision of all material associated with placement of a single 1.25" innerduct in an existing conduit. Unit is per linear foot of sub-duct. Includes mule tape.	FT	\$ 0.65
15	PLACE PULL LINE - This unit is used for placing pull line in an existing conduit and verifying end to end measurements of the conduit when no other functions are being performed. Vault setup is included if required. Unit per duct/foot. Mule tape is included.	FT	\$ 0.26
16	PLACE FIBER CABLE IN CONDUIT (216 or less) - This unit covers placement of fiber optic cable in duct, (includes all handling of the cable to avoid any cutting of the cable except as specified by engineering) proper racking in vaults. Unit per cable foot. Note: This unit will include exposing the ends of the conduit and/or digging pull-pits for conduit runs without hand-holes. Unit is per finished length. This unit does not include cable or sub-duct.	FT	\$ 0.75
17	PULL CABLE and/or Sub-duct IN OCCUPIED DUCT - This unit will be used when pulling in a fiber cable and/or sub-duct in a conduit with existing cable/sub-duct. Includes all assorted work, mule tape, etc. Unit is per finished length. This unit does not include cable or sub-duct.	FT	\$ 0.94

UNIT CODE	DESCRIPTION	UNIT MEAS	UNIT PRICE	
18	CORE DRILL VAULT WALL - This unit includes preparing a vault for the purpose of direct entry of buried conduit, excavating beside vault, drilling one hole in sidewall, backfilling and compacting after is placed. Vault setup is included if required. Unit per vault.	EA	\$ 225.00	
19	BRIDGE ATTACHMENTS - Includes all labor, material and equipment to place FDOT approved hangers and a single associated fiberglass conduit. Innerduct is not included. Unit is per linear foot of finished fiberglass conduit. Unit of measure is per ft.	FT	\$ 67.35	RFI #27 Revision 1 Approved 10/08/08
20	ENGINEERING/DESIGN/PERMITTING - Prepare digital base maps for all OSP drawings with specific detail to include geographically visible features. Digitally map land features including but not limited to; edges of pavement, visible utility features including manholes, valves or fire hydrants, poles, sidewalks, fences, catch basins, and drop inlets. Provide field personnel to perfect the base maps, this includes indicating all above ground features, surface types, lateral measurements, and transfer of utility measurements from available records. Draft in AutoCad 2000 format and produce permitable 11" x 17" drawings at scale of 1" = 30' including the pertinent information acquired from the field data collected during the survey, as well as from available utility records. Prepare, submit and follow through to obtain permit applications for appropriate jurisdictional entities.	FT	\$ 0.88	
21	CHANGE GRADE/REMOVAL OF HAND HOLE (up to 2' X 3') - This unit involves, changing the grade, or removal of a precast plastic or fiberglass hand hole up to, and including 2' X 3' and backfill/restoration of the excavated area. Unit per hand hole.	EA	\$ 130.00	
22	CHANGE GRADE/REMOVAL OF HAND HOLE (Greater than 2' X 3') - This unit involves changing the grade, or removal of a precast fiberglass or concrete hand hole larger than 2' X 3', and backfill/restoration of the excavated area. Unit per hand hole.	EA	\$ 380.00	
23	CUT AND REMOVE ASPHALT - This unit includes all labor and equipment required to cut and remove asphalt by any method, haul it away from the job site, and dispose of it. It also includes backfilling the excavation with dirt, compaction of the dirt and smoothing of the surface. Units are per square foot of surface.	FT	\$ 4.76	
24	PLACE ASPHALT - This unit includes all labor, equipment, and delivery of materials required to place asphalt to required thickness. Also included is preparation and compaction of the appropriate base material (sand, gravel, limestone rock, etc.) prior to placing asphalt as required, according to Local City, county, or state laws. Unit per square foot of surface 1" thickness.	FT	\$ 9.80	
25	CUT/REMOVE CONCRETE - This unit includes all labor and equipment required to cut and remove concrete by approved methods and dispose of it. It also includes backfilling the excavation with dirt, compaction of the dirt and smoothing of the surface. Units are per square foot of surface.	FT	\$ 6.00	
26	PLACE CONCRETE - This unit includes all labor, equipment and delivery of materials required placing concrete to required thickness. Also included is preparation and compaction of the appropriate base material (sand, gravel, limestone rock, etc.) prior to placing concrete as required, according to Local City, county, or state laws. Units are per square foot of surface 1" thickness.	FT	\$ 4.90	
27	FOREMAN - Knowledgeable, fully-qualified in technical aspects, of work contract forces perform (print reading, time reporting, supervision of heavy equipment operation). Specific skill-sets: Placing Foreman-Expert knowledge in OSP placing techniques. Substructure Foreman-Knowledgeable in proper procedures for construction of underground support structures; conduit, manholes, vaults, etc. Unit is per hour. Note: Unit paid only when requested and pre-approved by CUSTOMER. Applies to when work to be performed is not covered by an existing unit.	HR	\$ 35.00	
28	JOURNEYMAN - TRUCK DRIVER/OPERATOR -Requires valid driver's license for type of vehicle, and trailer if applicable, operated and knowledge of proper securing and transporting of heavy equipment, materials, etc., to be transported by vehicles they operate. Unit is per hour. Note: Unit paid only when requested and pre-approved by CUSTOMER. Applies to when work to be performed is not covered by an existing unit.	HR	\$ 28.00	
29	LABORER/HELPER - Provides manual labor to assist equipment operators and should possess basic knowledge of construction procedures. Manhole Guard/Traffic Flagger - will be used for control of vehicular or pedestrian traffic within a "Work Area" as federal, state, local or safety regulations dictate. He/she will serve as a guard for employees who are working in underground manholes as required by various state and federal regulations. He/she will also be required to direct the flow of traffic, as dictated by law and/or safe working practices, when work is being performed on or near roadways. Unit is per hour. Note: Unit paid only when requested and pre-approved by CUSTOMER. Applies to when work to be performed is not covered by an existing unit.	HR	\$ 22.00	
30	MEDIUM VEHICLES (w/ Trailers/Tools) - This unit applies to all medium vehicles/equipment required for OSP construction activity. This unit includes all tools, tow vehicles, and trailers required for the type of construction to be performed, and includes the following equipment types: Backhoe, Trucks greater than 20,000# GVWR, Cable plow/trencher, etc. [less than/equal to 100HP (excluding drop plow)], Front-end loaders, Underground rodder/puller, and other similarly sized equipment. Unit per hour.	HR	\$ 26.50	
31	SMALL VEHICLES (w/ Trailers/Tools) - This unit applies to all small vehicles/equipment (trucks less than/equal to 20,000# GVWR) required for OSP construction activity. This unit includes all tools, tow vehicles, and trailers. Includes standard substructure vehicle. Unit per hour.	HR	\$ 13.00	
32	SMALL VEHICLES (w/o Trailers/Tools) - This unit applies to all small vehicles/equipment required for OSP construction activity. This unit DOES NOT include tools and trailers. Included in this category are the following equipment types: Trucks less than/equal to 20,000# GVWR, cars, arrow board. Unit per hour.	HR	\$ 10.00	
33	AIR COMPRESSOR (w/ Tools) - This unit includes the compressor and tools required for the job. Some specific tools that would be considered as included are, air tamp, 90-pound hammer, chipping tool, tile spade, and the associated hoses. Unit per hour.	HR	\$ 10.00	
34	ROCK HAMMER - This unit covers the breaking through of solid rock or rock layers during a placement operation. It includes backfilling the trench with packed soil and disposal of excess rock. Note 1: This unit must require special rock breaking/hammering equipment for this unit to apply. Note 2: The unit of measure is per linear foot any depth. Note 3: This unit is used in addition to the duct placing unit. Note 4: Where non typical depths are required (greater than 48"), rock removal will be done on a quote basis. Note 5: Pre-approval of this unit is required when the unit is not included on the engineering work order; this is in addition to obtaining the designated representative's approval.	FT	\$ 10.55	

UNIT CODE	DESCRIPTION	UNIT MEAS	UNIT PRICE	
35	Directional Bore Solid Rock - This unit can only be used with customer approval. This unit is applied when a directional bore machine hits solid rock, is extracted and a rock bit head (railhead, tri-hawk or equivalent) is attached to complete the bore. This unit includes all setup and equipment requirements. This unit is paid in addition to other boring units. Unit is per foot.	FT	\$ 8.50	
36	VAULT ADDER UNIT (up to 2'x3') - This unit covers all labor, material and equipment required to place a vault over existing conduit up to 48" in depth. Includes all excavation, duct entrance and restoration.	EA	\$ 935.00	
37	VAULT ADDER UNIT (up to 3'x5') - This unit covers all labor, material and equipment required to place a vault over existing conduit up to 48" in depth. Includes all excavation, duct entrance and restoration.	EA	\$ 2,162.00	
38	Bore - Innerduct / Subduct (Dual - 1.25" Innerduct) - This unit applies to a successful bore of dual 1.25" subduct / innerduct. Incidental is any associated digging, locating the end of pipe and marking the ends (if required), backfilling, compacting and restoring the property to its original condition. This unit includes all potholing. Also included is the placing the cable marker, stakes/signs, and mule tape. Unit is per liner foot. All duct related material is included.	FT	\$ 15.70	
39	Bore - Innerduct / Subduct (Triple Future Path & (1) - 1.25" innerduct) - This unit applies to a successful bore of (3) - 16/13mm-7 micro duct Future Path and (1)-1.25" subduct / innerduct. Incidental is any associated digging, locating the end of pipe and marking the ends (if required), backfilling, compacting and restoring the property to its original condition. This unit includes all potholing. Also included is the placing the cable marker, stakes/signs, and mule tape. Unit is per liner foot. All duct related material is included.	FT	\$ 34.41	
40	Place Sub-Duct(s) in Bridge Conduit - This unit covers the placement of sub - duct(s) in a conduit attached to a bridge structure, connecting the sections together, and properly forming and securing the sub-duct(s) to walls and racks in cable vaults. Includes vault setup, and placing mule tape if required. Note: Since multiple ducts are placed simultaneously, the unit of measurement is footage of the main duct. Unit is per duct foot, labor only.	FT	\$2.18	
41	Provide Future Path Sub-Duct - This unit is for provision of all material associated with placement of a single Future Path duct in an existing conduit. Unit is per linear foot of sub-duct. Includes mule tape.	FT	\$2.92	
42	CSX Permit Application Reimbursement - This unit covers the reimbursement of engineering review fees charged by CSX Railroad for review of permit applications. These fees are assessed on a per crossing basis. The reimbursement rate is \$2,625.00 per permit based on an initial submittal of 6 permit packages.	Lump Sum	\$15,750.00	
43	Bore - Innerduct / Subduct (Dual Future Path & (1) - 1.25" Innerduct) - This unit applies to a successful bore of (2) - 16/13mm-7 micro duct Future Path and (1)-1.25" subduct / innerduct. Incidental is any associated digging, locating the end of pipe and marking the ends (if required), backfilling, compacting and restoring the property to its original condition. This unit includes all potholing. Also included is the placing the cable marker, stakes/signs, and mule tape. Unit is per liner foot. All duct related material is included.	FT	\$25.77	
44	Trench and Place (Dual Future Path Ducts & Single 1.25" Innerduct / HDPE at 36" to 48" Cover) - This unit includes all labor and equipment required to open a trench with a trenching machine and the placement of two Future Path ducts and (1) - 1.25" innerduct / HDPE. Also included is incidental hand digging / back hoeing to expose existing sub structures, backfilling, compaction and restoring the property to it's original condition, cable markers / signs and mule tape.	FT	\$21.27	
45	Bore - 6" HDPE (CSX Crossings Only) - This unit is used for bore and placement of one conduit in association with CSX RR Crossings only. Incidental is any associated digging, locating the end of the pipe and marking the ends (if required), backfilling, compacting, and restoring the property to it's original condition. Also included is incidental hand digging/ back hoeing to expose existing substructures, placing cable marker stakes/signs, locatable mule tape. Includes casing pipe material. Unit by liner foot.	FT	\$50.70	RFI #28 Revision 2 Approved 10/08/08
46	CSX Permit Application Reimbursement 2 - This unit covers the reimbursement of engineering review fees charged by CSX Railroad for review of permit applications. These fees are assessed on a per crossing basis. The reimbursement rate is \$2,825.00 per permit based on a submittal of 3 permit packages. CSX #619039, CSX #619041 & CSX #619043.	Lump Sum	\$7,875.00	RFI # 26 Approved