

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK AGREEMENT
(FDOT PARTICIPATING IN EXPENSE)

Form No. 710-010-54
Utilities
10/04

Financial Project ID: 433108-5-36-03	Federal Project ID:
County: Broward	State Road No.: 9
District Document No:	
Utility Agency/Owner (UAO): City of Fort Lauderdale	

THIS AGREEMENT, entered into this _____ day of _____, year of _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "FDOT," and City of Fort Lauderdale, hereinafter referred to as the "UAO";

WITNESSETH:

WHEREAS, the UAO owns or desires to install certain utility facilities which are located on the public road or publicly owned rail corridor identified below, hereinafter referred to as the "Facilities," (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, or placed out of service); and

WHEREAS, the FDOT, is currently engaging in a project which involves constructing, reconstructing, or otherwise changing a public road and other improvements located on a public road or publicly owned rail corridor identified as I-95, State Road No. 9, hereinafter referred to as the "Project"; 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 UAO, in accordance with and subject to the limitations of the terms and conditions of this Agreement, is entitled to be reimbursed for some portion or all of the Utility Work; and

WHEREAS, the FDOT and the UAO desire to enter into an agreement which establishes the terms and conditions applicable to 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. Performance of Utility Work

- a. The UAO shall perform the Utility Work in accordance with the utility relocation schedule attached hereto as Exhibit A and by this reference made a part hereof (the "Schedule"), the plans and specifications for the Utility Work which have been previously approved by the FDOT (the "plans"), said Plans being incorporated herein and made a part hereof by this reference, and the detailed cost breakdown for the Utility Work (the "estimate") previously prepared. If the Schedule, the Plans, and the Estimate have not been prepared as of the date of the execution of this Agreement, then the Utility Work shall be performed in accordance with the Plans, the Schedule, and the Estimate that are hereafter prepared in compliance with the notice previously sent to the UAO which established the terms and conditions under which those documents are to be prepared. The FDOT's approval of the Plans shall not be deemed to be an adoption of the Plans by the FDOT nor a substitution for the proper exercise of engineering judgment and the UAO shall at all times remain responsible for any errors or omissions in the Plans. The Utility Work shall include all Facilities located on the Project and neither the failure of the UAO to include all of the Facilities in the Schedule nor the Plans nor the failure of the FDOT to identify this omission during its review of the Plans shall relieve the UAO of the obligation to make those Facilities part of the Utility Work. Time shall be of the essence in complying with the total time shown by the Schedule for the Utility Work as well as any and all interim time frames specified therein. The Utility Work shall be performed in a manner and using such methods so as to not cause a delay to the FDOT or its contractors in the prosecution of the Project. 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, Schedule, or Estimate (including location of the Facilities and the proper inclusion of all

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Facilities as part of the Utility Work as stated above); failure to perform the Utility Work in accordance with the Plans and Schedule; or failure of the UAO to comply with any other obligation under this Agreement or under the law.

- b. All Utility Work shall be performed by the UAO's own forces or its contractor. The UAO shall be responsible for obtaining any and all permits that may be necessary to perform the Utility Work. The FDOT's Engineer (as that term is defined by the FDOT's Standard Specifications for Road and Bridge Construction) 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 and Schedule as the FDOT's engineer shall determine are necessary for the prosecution of the Project and shall stop work or modify work upon order of the FDOT's engineer as determined by the FDOT's engineer to be necessary for public health, safety or welfare. 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 1 a.
- c. After the FDOT has received a proper Schedule, Estimate and Plans, the FDOT will issue a notice to the UAO which authorizes the Utility Work to proceed. The UAO shall notify the appropriate FDOT office in writing prior to beginning the Utility Work and when the UAO stops, resumes, or completes the Utility Work. The Utility Work shall be performed under the conditions of, and 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 N/A (Note: Intent of this line is to allow either attachment of or separate reference to the permit).

2. Claims Against UAO

- a. 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, in accordance with the FDOT's procedure, 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.
- b. 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.
- c. The FDOT may withhold reimbursement 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 FDOT to FDOT's contractor.

3. Reimbursement for Utility Work

- a. The FDOT agrees to reimburse the UAO for a portion of the cost of the Utility Work, hereinafter referred to as the "FDOT Participating Amount." The FDOT Participating Amount is established by the FDOT's Utility Estimate Summary form or similar form submitted to and accepted by the FDOT and the forms supporting documentation. The FDOT Participating Amount is estimated to be \$69,720. Any costs not included in the approved Plans and Estimate and any location work (vertically or horizontally) or other engineering work performed to determine the compensability of the Utility Work shall not be reimbursed by the FDOT. The UAO shall obtain written approval from the FDOT prior to performing Utility Work which exceeds the Estimate or which is not in the Plans.
- b. The method to be used in calculating the cost of the Utility Work shall be one of the following (check which option applies):

- Actual and related indirect costs accumulated in accordance with a work order accounting

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procedure prescribed by the applicable Federal or State regulatory body.

- Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the **UAO** and approved by the **FDOT's**. (If this option is selected, the **UAO** shall provide written evidence of such approval).
- An agreed lump sum as supported by a detailed analysis of estimated costs prepared prior to the execution of this Agreement.
- c. In determining the amount of the cost of the Utility Work to be reimbursed, a credit will be required for any increase in the value of the new Facility and for any salvage derived from the old Facility. These credits shall be determined as follows:
- (1) Increase in value credit.
- (a) Expired Service Life. If an entirely new Facility is constructed and the old Facility retired, credit for the normally-expected service life of the old Facility applies, and will be determined as of the time of the issuance of the work order. This credit shall be deducted proportionally from each invoice for the Utility Work.
- (b) Upgrading. A percentage of the total cost of the Utility Work, based on the extent of the betterment obtained from the new Facilities, to be determined as of the time of the issuance of the work order, will be applied equally to each billing for the Utility Work.
- (2) Salvage Value. The **FDOT** shall receive salvage value credit for any salvage which shall accrue to the **UAO** as a result of the above Utility Work. It is the **UAO's** responsibility to ensure recovery of salvageable materials and to report the salvage value of same to the **FDOT**. This Salvage Value credit shall be applied as provided in Paragraph 4 c.

4. Invoice Procedures for FDOT Participating Amount

The following terms and conditions apply to all invoices submitted pursuant to this Agreement for reimbursement of the **FDOT** Participating Amount:

- a. The **UAO** may, unless reimbursement is on a lump sum basis pursuant to Subparagraph 3. b. hereof, at monthly intervals, submit progress invoices for all costs incurred for the period covered by the invoice. In addition to deductions for applicable credits, which deductions shall be shown on the invoice, the **FDOT will retain ten (10%) percent of such progress invoices**. Retainage will be paid with the final invoice. If reimbursement is on a lump sum basis pursuant to Subparagraph 3.b. hereof, the lump sum invoice shall be submitted as a final invoice pursuant to Subparagraph 4.b. below.
- b. The **UAO** shall submit a final invoice to the **FDOT** for payment of all Utility Work within one hundred and eighty (180) days after written notification from the **FDOT** of final acceptance of the Utility Work. The **UAO** waives all right of reimbursement for invoices submitted more than one hundred eighty (180) days after written notification of final acceptance of the Utility Work. The **FDOT** does not waive its right to reject future untimely invoices by acceptance and payment of any invoices not submitted within one hundred eighty (180) days after written notification of final acceptance of the Utility Work.

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- c. All invoices shall be arranged in the order of items contained in the Estimate referred to in Paragraph 1. The totals for labor, overhead, travel expenses, transportation, equipment, materials and supplies, handling costs and all other services shall be shown in such a manner as will allow ready comparison with the approved Plan and Estimate. Materials shall be itemized where they represent major components. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in relative position with the charge for the replacement or the original charge for temporary use.
- d. All invoices shall be submitted in triplicate and shall show the description and site of the project and the location where the records and accounts invoiced can be audited. Adequate reference shall be made in the invoicing to the **UAO's** records, accounts, and other relevant documents.
- e. All cost records and accounts shall be maintained in the auditable condition for a period of eight hundred twenty (820) days after final payment is received by the **UAO** and shall be subject to audit by a representative of the **FDOT** at any reasonable time during this eight hundred twenty (820) day period.
- f. Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Such detail shall include, but not be limited to, a separation of costs for work performed by **UAO's** employees and work performed by **UAO's** contractor.
- g. Invoices for any travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes. A state agency may establish rates lower than the maximum provided in Section 112.061, Florida Statutes.
- h. Upon receipt of an invoice, the **FDOT** has thirty (30) days to inspect and approve the goods and services. The **FDOT** has twenty (20) days from the latter of the date the invoice is received or the goods or services are received, inspected and approved to deliver a request for payment (voucher) to the Department of Financial Services or to return the invoice to the **UAO**.
- i. If a warrant in payment of an invoice is not issued within forty (40) days from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty, as established pursuant to Section 215.422, Florida Statutes, will be due and payable in addition to the invoice amount, to the **UAO**. Interest penalties of less than one (1) dollar will not be enforced unless the **UAO** requests payment. Invoices which have to be returned to the **UAO** because of **UAO's** preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **FDOT**. In the event of a bona fide dispute, the **FDOT's** voucher shall contain a statement of the dispute and authorize payment only of the undisputed amount.
- j. In accordance with Section 287.0582, Florida Statutes, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the legislature.
- k. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Chief Financial Officer's Hotline, 1-800-848-3792.
- l. In accordance with the Florida Statutes, the **FDOT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **FDOT** shall require a statement from the comptroller of the **FDOT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this Paragraph shall be incorporated verbatim in all contracts of the **FDOT**

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which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year. For this purpose, the individual work orders shall be considered to be the binding commitment of funds.

- m. **PUBLIC ENTITY CRIME INFORMATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- n. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

5.

Out of Service Facilities

No Facilities shall be left in place on FDOT's Right of Way after the Facilities are no longer active (hereinafter "Placed out of service/Deactivated") unless specifically identified as such in the Plans. The following terms and conditions shall apply to Facilities Placed out of service/Deactivated, but only to said Facilities Placed out of service/Deactivated:

- a. The UAO acknowledges its present and continuing ownership of and responsibility for Facilities Placed out of service/Deactivated.
- 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 UAO. In the event of a breach of this Agreement by UAO, the Facilities shall be removed upon demand from the FDOT in accordance with the provisions of Subparagraph 5. 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 concerning the Facilities that are Placed out of service/Deactivated of the FDOT or other permittees using or seeking use of the right of way.
- e. The UAO shall remove the Facilities upon 30 days prior written request of the FDOT in the event that the FDOT determines that removal is necessary for FDOT use of the right of way or in the event that the FDOT determines that use of the right of way is needed for other active utilities that cannot be otherwise accommodated in the right of way. In the event that the Facilities that are Placed out of Service/Deactivated would not have qualified for reimbursement under this Agreement, 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. In the event that the Facilities that are Placed out of service/Deactivated would have qualified for reimbursement only under Section 337.403 (1)(a), Florida Statutes, 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 because such a removal

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would be considered to be a separate future relocation not necessitated by the construction of the project pursuant to which they were Placed out of service/Deactivated, and would therefore not be eligible and approved for reimbursement by the Federal Government. In the event that the Facilities that are Placed out of service/Deactivated would have qualified for reimbursement for other reasons, removal of the out of service Facilities shall be reimbursed by the FDOT as though the Facilities had not been Placed out of service/Deactivated. 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 the Facilities or the discharge of hazardous substances or materials 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 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 60 days from written notice thereof from the FDOT until such time as the breach is cured.
 - (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 60 days from written notice thereof from the UAO.

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- (2) If the breach is a failure to pay an invoice for Utility Work which is reimbursable under this Agreement, pursue any statutory remedies that the **UAO** may have for failure to pay invoices.
 - (3) Pursue any other remedies legally available.
- c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties and from any statutory obligations that either party may have with regard to the subject matter hereof.

7. 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 **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.

8. Force Majeure

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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.

9. Miscellaneous

- a. If the Utility Work is reimbursable under this Agreement, the **UAO** shall fully comply with the provisions of Title VI of the Civil Rights Act of 1964 and any subsequent revisions thereto in connection with the Utility Work covered by this agreement, and such compliance will be governed by the method marked below:
- The **UAO** will perform all or part of such Utility Work by a contractor paid under a contract let by the **UAO**, and the Appendix "A" of Assurances transmitted with the issued work order will be included in said contract let by the **UAO**.
 - The **UAO** will perform all of its Utility Work entirely with **UAO**' s forces, and Appendix "A" of Assurances is not required.
 - The Utility Work involved is agreed to by way of just compensation for the taking of the **UAO**'s facilities on right-of-way in which the **UAO** holds a compensable interest, and Appendix "A" of Assurances is not required.
 - The **UAO** will perform all such Utility Work entirely by continuing contract, which contract to perform all future Utility Work was executed with the **UAO**'s contractor prior to August 3, 1965, and Appendix "A" of Assurances is not required.
- b. The Facilities shall at all times remain the property of and be properly protected and maintained by the **UAO** in accordance with the then current Utility Accommodation Manual and the current utility permit for the Facilities.
- c. Pursuant to Section 287.058, Florida Statutes, 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 shall be applicable at the time of the Project and the relocation of the Facilities and except that the **UAO** and the **FDOT** may have entered into joint agreements for Utility Work to be performed by **FDOT**'s highway contractor. To the extent that such a joint agreement exists, this Agreement shall not apply to Facilities covered by the joint agreement. Copies of **FDOT** manuals, policies, and procedures will be provided to the **UAO** upon request.
- 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 provisions hereof.
- f. Time is of the essence in the performance of all obligations under this Agreement.
- g. 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

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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**:

Lee Feldman, City Manager

100 N. Andrews Avenue

Fort Lauderdale, FL 33301

If to the **FDOT**:

Tim Brock, P.E., District Utility Engineer

3400 West Commercial Blvd, Fort Lauderdale, FL 33309

954-777-4126

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."

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 Fort Lauderdale

BY: (Signature) 

DATE: 1/5/15

(Typed Name: Lee Feldman)

(Typed Title: City Manager)

Recommend Approval by the District Utility Office

BY: (Signature) _____

DATE: _____

FDOT Legal review

BY: (Signature) _____

DATE: _____

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District Counsel

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: (Signature) _____ DATE: _____

(Typed Name: Gerry O'Reilly, P.E.)

(Typed Title: Director of Development)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: _____ DATE: _____

(Typed Name: _____)

(Typed Title: _____)

EXHIBIT "A" ATTACHMENTS

1. Scope of Services
2. City of Fort Lauderdale Design Cost Work Sheet
3. Appendix / Changes to Form
4. Appendix A of Assurances
5. Draft of future Supplemental Agreements to be approved by Staff

SCOPE OF SERVICES

Design services related to project 433108-5-52-01, I-95 Express Lanes, for the period of execution of this agreement to project Letting. Any expenses incurred after Letting date will not be reimbursed.

Letting date is currently May 6, 2015.

Scope includes engineering analysis and coordination, in the form of meetings with City, FDOT, and Bidders. All to identify cost, scope, and schedule for mitigation of utility conflicts.

Attached scopes of service from Hazen and Sawyer for water impacts and from Keith and Schnars for wastewater impacts.

TASK ORDER No. 2014-03

Dated this _____ day of _____, 20____

CITY Project No.: _____

FORT LAUDERDALE PUBLIC WORKS DEPARTMENT

I-95 WIDENING UTILITY RELOCATION ASSISTANCE

PROFESSIONAL SERVICES

This Task Order is being issued under a specific agreement between the City of Fort Lauderdale (**CITY**) and Hazen and Sawyer, P.C. (**CONSULTANT**) in accordance with the terms of the agreement "General Water Consultant Professional Architectural - Engineering Services" for professional services dated May 17, 2011 between **CITY** and **CONSULTANT** ("Master Agreement #606-10466") and amended as approved by City Commission on June 5, 2012.

PROJECT BACKGROUND

The Florida Department of Transportation (FDOT) is currently finalizing a Request for Proposal (RFP) for the 95 Express Phase 3A Project. This sub project is part of a larger project that includes the design and construction of express corridor lanes along Interstate 95 from south Broward County to Palm Beach County. It is the intention of FDOT to award a contract to a Design/Build (D/B) Team to perform the work.

The 95 Express Phase 3A Project is comprised of the design and construction of express corridor lanes from Stirling Road to north of Atlantic Boulevard, including associated road widening, bridge widening, and drainage work. A final RFP is anticipated to be issued by October 2014. Contract letting is scheduled for May 6, 2015.

This work is anticipated to impact underground infrastructure owned, operated, and maintained by **CITY**, including water mains. Under this Task Order, **CONSULTANT** will assist **CITY** respond to questions posed by the D/B Teams during the bidding phase relative to addressing water utility conflicts with the proposed road and bridge widening.

PROJECT DESCRIPTION

CITY has requested **CONSULTANT** to provide engineering services under this task order for assisting **CITY** by providing certain technical input relative to responding to questions posed by the D/B Teams during the bidding phase of the FDOT 95 Express Phase 3A Project.

The engineering services to be provided by **CONSULTANT** to **CITY** are described in the following scope of services.

SCOPE OF SERVICES AND DELIVERABLES

CONSULTANT shall provide engineering services described on the tasks herein below:

Task No. 1 Water Piping Relocation Opinions

When requested by **CITY**, **CONSULTANT** shall:

- Review documents related to the FDOT 95 Express Phase 3A Project;
- Participate in meetings with the FDOT 95 Express Phase 3A Project D/B Teams and **CITY**;
- Review information such as **CITY** water atlas and record drawings for existing water pipelines that may be in conflict with the proposed road and bridge widening associated with the FDOT 95 Express Phase 3A Project;
- The D/B Teams would provide documentation describing resolving conflicts between the proposed road and bridge widening and existing **CITY** water piping. Conflict resolution alternatives are anticipated to include the following:
 - Relocation of existing water main
 - Replacement of existing water main to alternative location (while maintaining existing water main in service)
 - Replacement of existing water main to alternative location (while taking existing water main out of service)
 - Maintaining water main in place
- **CONSULTANT** shall review the water piping conflict resolution documentation provided by the D/B Teams and offer written engineering opinions regarding the feasibility of the D/B Teams proposed resolution;
- Assessment of feasibility will include maintaining uninterrupted water supply and/or the viability of performing short-term (8 hours) shutdowns;
- Where the water piping conflict resolution proposed by the D/B Teams does not meet the **CITY's** goals of maintaining uninterrupted water supply, **CONSULTANT** shall assist the **CITY** conceptualize alternatives;
- Utilize the **CITY's** existing water transmission system model (piping 10-inches in diameter and greater) to determine impacts of taking affected lines out of service for extended periods (greater than 8 hours). Pressure and flow in impacted areas will be

assessed to determine if minimum performance criteria (as described in the 2007 Water Master Plan Update) are met;

Task No. 1 Deliverables

CONSULTANT shall provide the following for **CITY**:

1. **CONSULTANT** shall provide labor up to the dollar limit as indicated in the compensation section for the engineering services associated with this task. If engineering services that require labor beyond the amount indicated in the compensation section are found to be necessary and are requested by **CITY**, the additional services shall be provided by an authorized Task Order Amendment or a new Task Order, as appropriate.

PROJECT ASSUMPTIONS

1. Opinion of probable construction cost are not included; it is the responsibility of the D/B teams to determine construction costs.
2. As required by FDOT, **CONSULTANT** shall not share information provided with one D/B Team with the other teams.
3. **CONSULTANT**'s invoices for services provided shall meet the standards required by FDOT. Invoices shall include timesheets indicating personnel and hours worked. The invoice shall include a summary tabulation of hours invoiced for each staff member along with a brief written description in bulleted list format that summarizes the work performed for each person.
4. **CITY** has indicated that it will enter into an agreement with FDOT to be reimbursed for **CONSULTANT**'s services provided and invoiced under this task order up to the maximum limit indicated in the compensation section. **CITY** will compensate **CONSULTANT** for services provided and invoiced under this task order up to the maximum limit indicated in the compensation section regardless of whether or not FDOT reimburses **CITY** for **CONSULTANT** services.
5. Structural analysis is not included.

CITY'S RESPONSIBILITIES

1. **CITY** will serve as liaison between **CONSULTANT** and FDOT should further information or clarification be required.
2. **CITY** will form a technical advisory committee (TAC) of underground utility experts. This TAC is responsible for the following:
 - Participate in meetings with D/B Teams and **CONSULTANT**.
 - Participate in meetings with FDOT and FDOT's consultants.
 - Issue all opinions to D/B Teams.
 - When multiple options are technically feasible to resolve a particular conflict with an existing water pipeline, **CITY** is responsible for determining the relative risk between options and selected a preferred option.

- Maintain hard copy and digital records of opinions issued to the D/B Teams.
- 3. **CITY** will provide the latest copy of the water atlas.
- 4. **CITY** will provide updated conceptual plans from FDOT as they become available.

ADDITIONAL SERVICES

If authorized in writing by the City as an amendment to this Task Order, the Consultant shall furnish, or obtain from others, Additional Services of the types listed in Article 8 of the Master Agreement. The City, as indicated in the Master Agreement, will pay for these services.

PERFORMANCE SCHEDULE

Engineering Services for Task 1 shall be provided on an "as-needed" basis at the request of the City for up to twelve months from the notice to proceed or until funding for this Task is depleted. Services will only be reimbursed by FDOT for the period prior to Letting Date.

METHOD OF COMPENSATION

The services performed shall be accomplished using the Not to Exceed method of compensation. Reimbursable expenses associated with these services are not included in the fees and will be itemized separately, subject to an established Not to Exceed limit. A fee schedule and cost breakdown for reimbursable expenditures is included on Exhibit A.

TERMS OF COMPENSATION

Services shall be provided for the following Not to Exceed amounts:

Task No	Task Title	Labor Fees		Total
		Consultant	Sub consultant	
1	Water Piping Relocation Opinions	\$34,390	\$0	\$34,390
All tasks				
Task No	Description	Reimbursables		Total
		Consultant	Sub consultant	
1	Not Used	\$0	\$0	\$0
All reimbursables				\$0
TOTAL				\$34,390

Exhibit A provides a more detailed cost breakdown for this Task Order.

CITY CONTACTS

Requests for payments should be directed to City of Fort Lauderdale Accounts Payable via e-mail to AcctsPayble@FortLauderdale.gov. All other correspondence and submittals should be directed to the attention of **Jorge Holguin** at the address shown below. **Please be sure that all correspondence refers to the City project number and title as stated above.**

City of Fort Lauderdale, City Hall, 4th Floor
100 N. Andrews Avenue
Fort Lauderdale, Florida 33309

CONSULTANT CONTACTS

Hazen and Sawyer, P.C.
4000 Hollywood Boulevard
Suite 750 North
George A. Brown, P.E.
gbrown@hazenandsawyer.com
Phone: (954) 987-0066
Fax: (954) 987-2949

CITY

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida:

By _____
LEE R. FELDMAN, City Manager

(CORPORATE SEAL)

ATTEST:

JONDA K. JOSEPH, City Clerk

Approved as to form:

COLE J. COPERTINO
Assistant City Attorney

CONSULTANT

WITNESSES:

HAZEN AND SAWYER, P.C.

a New York corporation
authorized to do business in Florida

Signature

Print Name

By: _____

Name: Patrick A. Davis, P.E.

Title: Vice President

Signature

Print Name

ATTEST:

By: _____

Name: Gary W. Bors, P.E.

Title: Vice President

(CORPORATE SEAL)

STATE OF FLORIDA:
COUNTY OF BROWARD:

Patrick A. Davis and Gary W. Bors as Vice President's of Hazen and Sawyer, P.C., a New York corporation, acknowledged the foregoing instrument before me this _____ day of _____, 2014, on behalf of the corporation. They are personally known to me and did not take an oath.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking Acknowledgement)

Annie A. Brown
Name of Notary Typed, Printed or Stamped

My Commission Expires

Commission No.

**EXHIBIT A
FEE ESTIMATE
City of Fort Lauderdale**

Hazen and Sawyer, P.C.
TASK ORDER NO. 2014-03

I-95 Widening Utility Relocation Assistance

A. Fee Schedule

The fee schedule below is based upon an estimate of the personnel to work on the project. The actual personnel may vary based upon availability and area of expertise. Per Article 7.1.1 of the Agreement as amended, it is agreed that the method of compensation is that of "Not to Exceed Amount" which means that CONSULTANT shall perform the services set forth in the Task Order for total compensation in the amount of or less than the stated total.

Consultant - Hazen and Sawyer

		Fee Schedule						Total Hours	Labor Cost
Labor Category		Vice President		Senior Associate		Principal Engineer			
Percent Utilization		0%		55%		45%			
Labor Rate		\$206/hr		\$185/hr		\$156/hr			
Task No.	Task Title	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)		
1	Water Piping Relocation Opinions	0	\$0.00	110	\$20,350.00	90	\$14,040.00	200	\$34,390.00
Totals		0	\$0.00	110	\$20,350.00	90	\$14,040.00	200	\$34,390.00

Sub-Consultant (not used)

B. Reimbursables (in accordance with Master Agreement)

Task No.	Task Title	Reimbursable Description	Cost (\$)
1	Water Piping Relocation Opinions	None	\$0
Reimbursables Subtotal			\$0

C. Other Costs (not used)

TOTAL NOT-TO-EXCEED FEE \$34,390.00

H&S Rate Schedule from "Master Agreement #606-10466"

Labor Category	Hourly Rate
Vice President	\$206
Senior Associate	\$185
Associate	\$175
Principal Engineer	\$156
Engineer	\$125
Assistant Engineer	\$100
Principal Scientist	\$150
Principal Designer	\$160
Designer	\$100
Administrative Assistant	\$65
Secretarial / Word Processor	\$48
Project Field Representative I	\$77
Project Field Representative II	\$110

TASK ORDER No. 5

Dated this _____ day of _____, 20__

CITY Project No.: _____

FORT LAUDERDALE PUBLIC WORKS DEPARTMENT

I-95 EXPRESS HOT LANES WIDENING - UTILITY RELOCATION ASSISTANCE

PROFESSIONAL SERVICES

This Task Order is being issued under a specific agreement between the City of Fort Lauderdale (**CITY**) and Keith and Schnars, P.A. (**CONSULTANT**) in accordance with the terms of the agreement "Continuing Contract for Civil Engineering Consultant Services" for professional services dated November 6, 2012 between **CITY** and **CONSULTANT** ("Agreement #626-10881") as approved by City Commission on November 6, 2012.

PROJECT BACKGROUND

The Florida Department of Transportation (FDOT) is currently finalizing a Request for Proposal (RFP) for the 95 Express Phase 3A Project. This sub project is part of a larger project that includes the design and construction of express corridor lanes along Interstate 95 from south Broward County to Palm Beach County. It is the intention of FDOT to award a contract to a Design/Build (D/B) Team to perform the work.

The 95 Express Phase 3A Project is comprised of the design and construction of express corridor lanes from Stirling Road to north of Atlantic Boulevard, including associated road widening, bridge widening, and drainage work. A final RFP is anticipated to be issued by October 2014. Contract Letting is scheduled for May 6, 2015.

This work is anticipated to impact underground infrastructure owned, operated, and maintained by **CITY**, including water and wastewater mains. Under this Task Order, **CONSULTANT** will assist **CITY** respond to questions posed by the D/B Teams during the bidding phase relative to addressing wastewater utility conflicts with the proposed road and bridge widening.

PROJECT DESCRIPTION

CITY has requested **CONSULTANT** to provide engineering services under this task order for assisting **CITY** by providing certain technical input relative to responding to questions posed by the D/B Teams during the bidding phase of the FDOT 95 Express Phase 3A Project.

The engineering services to be provided by **CONSULTANT** to **CITY** are described in the following scope of services.

SCOPE OF SERVICES AND DELIVERABLES

The D/B Teams would provide documentation describing resolving conflicts between the proposed road and bridge widening and existing **CITY** wastewater piping. Conflict resolution alternatives are anticipated to include the following:

- Relocation of existing wastewater force main
- Replacement of existing wastewater force main to an alternative location (while maintaining existing wastewater force main in service)
- Wastewater force main abandonment
- Maintaining wastewater force main in place

CONSULTANT shall provide engineering services described on the tasks herein below:

Task No. 1 Wastewater Piping Relocation Opinions

When requested by **CITY**, **CONSULTANT** shall:

- Review documents related to the FDOT 95 Express Phase 3A Project;
- Participate in meetings with the FDOT 95 Express Phase 3A Project D/B Teams and **CITY**;
- Review information such as **CITY** water atlas and record drawings for existing water pipelines that may be in conflict with the proposed road and bridge widening associated with the FDOT 95 Express Phase 3A Project; **CONSULTANT** shall review the wastewater piping conflict resolution documentation provided by the D/B Teams and offer written engineering opinions regarding the feasibility of the D/B Teams proposed resolution;
- Assessment of feasibility will include maintaining uninterrupted wastewater service and/or the viability of performing short-term shutdowns;
- Where the wastewater piping conflict resolution proposed by the D/B Teams does not meet the **CITY**'s goals of maintaining uninterrupted wastewater service, **CONSULTANT** shall assist the **CITY** conceptualize alternatives;
- If required, perform wastewater transmission system modeling based upon information provided by **CITY** to determine impacts of taking affected lines out of service for extended periods. Pressure and flow in impacted areas will be assessed to determine if minimum performance criteria (as described in the 2007 Wastewater Master Plan Update) are met;

Task No. 1 Deliverables

CONSULTANT shall provide the following for **CITY**:

1. **CONSULTANT** shall provide labor up to the dollar limit as indicated in the compensation section for the engineering services associated with this task. If engineering services that require labor beyond the amount indicated in the compensation section are found to be necessary and are requested by **CITY**, the additional services shall be provided by an authorized Task Order Amendment or a new Task Order, as appropriate.

PROJECT ASSUMPTIONS

1. Opinions of probable construction cost are not included; it is the responsibility of the D/B teams to determine construction costs.
2. As required by FDOT, **CONSULTANT** shall not share information provided with one D/B Team with the other teams.
3. **CONSULTANT's** invoices for services provided shall meet the standards required by FDOT. Invoices shall include timesheets indicating personnel and hours worked. The invoice shall include a summary tabulation of hours invoiced for each staff member along with a brief written description in bulleted list format that summarizes the work performed for each person.
4. **CITY** has indicated that it will enter into an agreement with FDOT to be reimbursed for **CONSULTANT's** services provided and invoiced under this task order up to the maximum limit indicated in the compensation section. **CITY** will compensate **CONSULTANT** for services provided and invoiced under this task order up to the maximum limit indicated in the compensation section regardless of whether or not FDOT reimburses **CITY** for **CONSULTANT** services.
5. Structural analysis is not included.

CITY'S RESPONSIBILITIES

1. **CITY** will serve as liaison between **CONSULTANT** and FDOT should further information or clarification be required.
2. **CITY** will form a technical advisory committee (TAC) of underground utility experts including key Staff. This TAC is responsible for the following:
 - Participate in meetings with D/B Teams and **CONSULTANT**.
 - Participate in meetings with FDOT and FDOT's consultants.
 - Issue all opinions to D/B Teams.
 - When multiple options are technically feasible to resolve a particular conflict with an existing wastewater pipeline, **CITY** is responsible for determining the relative risk between options and selected a preferred option.
 - Maintain hard copy and digital records of opinions issued to the D/B Teams.

3. **CITY** will provide the latest copy of the water and wastewater atlases in addition to as-built, test-hole, and survey information where applicable.
4. **CITY** will provide updated conceptual plans from FDOT as they become available.

ADDITIONAL SERVICES

If authorized in writing by the City as an amendment to this Task Order, the Consultant shall furnish, or obtain from others, Additional Services of the types listed in Article 8 of the Master Agreement. The City, as indicated in the Master Agreement, will pay for these services.

PERFORMANCE SCHEDULE

Engineering Services for Task 1 shall be provided on an "as-needed" basis at the request of the City for up to twelve months from the notice to proceed or until funding for this Task is depleted. Services will only be reimbursed by FDOT for the period prior to Letting Date.

METHOD OF COMPENSATION

The services performed shall be accomplished using the Not to Exceed method of compensation. Reimbursable expenses associated with these services are not included in the fees and will be itemized separately, subject to an established Not to Exceed limit. A fee schedule and cost breakdown for reimbursable expenditures is included on Exhibit A.

TERMS OF COMPENSATION

Services shall be provided for the following Not to Exceed amounts:

Task No	Task Title	Labor Fees		Total
		Consultant	Sub consultant	
1	Wastewater Force Main Relocation Opinions	\$34,810	\$0	\$34,810
All tasks				
Task No	Description	Reimbursables		Total
		Consultant	Sub consultant	
1	Not Used	\$0	\$0	\$0
All reimbursables				\$0
TOTAL				\$34,810

Exhibit A provides a more detailed cost breakdown for this Task Order.

CITY CONTACTS

Requests for payments should be directed to City of Fort Lauderdale Accounts Payable via e-mail to AcctsPayble@FortLauderdale.gov. All other correspondence and submittals should be directed to the attention of **Jorge Holguin** at the address shown below. **Please be sure that all correspondence refers to the City project number and title as stated above.**

City of Fort Lauderdale, City Hall, 4th Floor
100 N. Andrews Avenue
Fort Lauderdale, Florida 33301

CONSULTANT CONTACTS

Keith and Schnars, P.A.
65000 N. Andrews Avenue
Fort Lauderdale, Florida 33309
Tim Hall, P.E.
thall@ksfla.com
Phone: (954) 776-1616
Fax: (954) 351-7643

CITY

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

CITY OF FORT LAUDERDALE, a municipal
corporation of the State of Florida:

By _____
LEE R. FELDMAN, City Manager

(CORPORATE SEAL)

ATTEST:

JONDA K. JOSEPH, City Clerk

Approved as to form:

COLE J. COPERTINO
Assistant City Attorney

CONSULTANT

WITNESSES:

KEITH AND SCHNARS, P.A.
a Florida corporation
authorized to do business in Florida

Signature

By: _____

Print Name

Name: Tim Hall, P.E.

Title: Vice President

Signature

ATTEST:

Print Name

By: _____

Name: _____

Title: _____

(CORPORATE SEAL)

STATE OF FLORIDA:
COUNTY OF BROWARD:

_____ and _____ as Vice Presidents of Keith and Schnars, P.A., a Florida corporation, acknowledged the foregoing instrument before me this _____ day of _____, 2014, on behalf of the corporation. They are personally known to me and did not take an oath.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking Acknowledgement)

Name of Notary Typed, Printed or Stamped

My Commission Expires

Commission No.

EXHIBIT A

Labor Category		CADD DESIGNER (Associate 2)		ENGINEER PROJECT MGR. (Sr. Project Mgr.)		DIRECTOR		Total Hours	Labor Cost (\$)
Percent Utilization (rounded)		6%		74%		20%			
Labor Rate		\$90/hr		\$150/hr		\$175/hr			
Task No	Task Title	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)		
1	Wastewater Piping Relocation Opinions	24	2,160	171	25,650	40	7,000	235	34,810
Totals		24	2,160	50	25,650	40	7,000	235	34,810

DESIGN COST WORKSHEET

Hazen and Sawyer (Water)	\$34,910.00
Keith and Schnars (Wastewater)	\$34,810.00
Total	\$69,720.00

APPENDIX

"Changes to Form Document"

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

The third Whereas paragraph shall be deleted and the following substituted:

WHEREAS, the project requires engineering analysis and design work for future relocations, adjustment or removal of the Facilities or some combination thereof: this Agreement shall only cover the engineering analysis and design may be added by an amendment, hereinafter referred to as "Utility Work" UAO, in accordance with and subject to the limitations of the terms and conditions of this Agreement is entitled to be reimbursed for the Utility Work described herein; and

On Page 1, Section 1, The first 2 sentences of Paragraphs a, shall be deleted and replaced with the following:

The **UAO** shall perform the Utility Work in accordance with the utility relocation schedule attached hereto as Exhibit A and by this reference made a part hereof (the "Schedule") and the scope for the Utility Work which have been previously approved by the **FDOT** (the "scope"). The performance of the construction associated with the relocation, adjustment or removal the utility work is covered under separate Utility Work by Highway Contractor Agreements between **FDOT** and the **UAO**. The cost of the scope and the design of utility work, performed pursuant to this section to be reimbursed to the **UAO** by this Agreement

Section # 1 b. and #1c . shall be deleted.

New section 1b. shall be added:

If additional funds are needed, the **UAO** shall enter into a supplemental agreement substantially similar to the form template attached. The **UAO's** City Managers shall have authority to execute that document.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
ENGINEERING CONTRACTS
 (Appendix A of Assurances)

Financial Project ID: 433108-5-36-03	Federal Project ID:
County: Broward	State Road No.: 9
District Document No:	
Utility Agency/Owner (UAO): City of Fort Lauderdale	

During the performance of this contract, the **ENGINEERING CONTRACTOR**, for itself, its assignees and successors in interest (hereinafter referred to as the "**ENGINEER**"), agrees as follows:

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

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

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

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

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

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

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

Financial Project ID: 433108-5-36-03	Federal Project ID:
County: Broward	State Road No.: 9
District Document No.:	
Utility Agency/ Owner (UAO): City of Fort Lauderdale	

AMENDMENT NUMBER
TO
UTILITY WORK AGREEMENT (at FDOT Expense)

THIS AMENDMENT TO THE Utility Work by Highway Contractor Agreement ("Agreement") is made and entered into on this _____ day of _____, 20____ by and among the City of Fort Lauderdale, ("UAO") located in Broward County Florida, and the Florida Department of Transportation ("FDOT" or "Department"), (collectively "Parties").

WHEREAS, the parties entered into a Utility Work Agreement (at FDOT Expense) ("UWA") on or about _____ (hereinafter "Agreement") wherein FDOT agreed to pay the UAO for engineering analysis and coordination for certain Utility Relocation work for the UAO's relocation of _____ to be performed by the Department's Highway contractor as further specified in that Agreement; and,

WHEREAS, the parties wish to modify the Agreement entered into on or about _____ to reflect additional engineering analysis and coordination work that is required to accurately estimate the relocation cost for the project:

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

1. The UAO agrees to perform additional design and estimation effort.
2. The total amount of the agreement will increase as follows:

Original Contract Amount	\$ _____
Previous Changes	\$ _____
This Change	\$ _____
Total Contract Amount	\$ _____

Except as modified by this amendment, all terms and conditions of the AGREEMENT shall remain in full force and effect.

Utility Work Agreement Amendment Number One (at FDOT Expense)

UTILITY:
CITY OF Fort Lauderdale,

By: _____
Lee Feldman, City Manager

ATTEST:

City Clerk

FLORIDA DEPARTMENT OF TRANSPORTATION

Gerry O'Reilly, P.E., Director of Development

WITNESSES:

Witness
Print Name: _____

Recommended Approval by District Utility Office

By: (signature) _____

FDOT Legal Review

By: (signature) _____

S:\Transportation Development\Design\Utilities\00-Coordinator\433108-5\36-03 Ft. Lauderdale\draft supplemental.docx

