

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

Form No. 710-010-56
UTILITIES
11/14

Financial Project ID: 405606-3-36-01	Federal Project ID: D418 069 B
County: Indian River	State Road No.: N/A
District Document No:	
Utility Agency/Owner (UAO): Indian River County	

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 Indian River County, hereinafter referred to as the "**UAO**";

WITNESSETH:

WHEREAS, the **FDOT**, is constructing, reconstructing, or otherwise changing a portion of a public road or publicly owned rail corridor, said project being identified as CR-510/85th Street from West of 82nd Avenue to 58th Avenue, State Road No.: N/A, hereinafter referred to as the "Project"; and

WHEREAS, the **UAO** owns or desires to install certain utility facilities which are located within the limits of the Project hereinafter referred to as the "Facilities" (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, installed, or placed out of service pursuant to this Agreement); and

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

WHEREAS, the **DEPARTMENT** and the **UTILITY** have determined that it would be to the best interest of the general public and to the economic advantage of both parties to enter into an agreement providing for the design of the Utility Work by the engineer designing the Project for the **FDOT**, hereinafter referred to as the "**FDOT Consultant**," which design of the Utility Work shall hereinafter be referred to as the "Utility Design"; and

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

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

1. Design of Utility Work

- a. **FDOT Consultant** shall prepare, at the **UAO's** sole cost and expense, final engineering design, plans, other necessary related design documents, and cost estimate for the Utility Work (hereinafter referred to as the "Plans Package") more specifically described in the **FDOT's** Supplemental Agreement # 1 to Consultant C9Z51 Design Services Contract.
- b. The Plans Package shall be in the same format as the **FDOT's** contract documents for the Project.
- c. The Plans Package shall include any and all activities and work effort required to perform the Utility Work, including but not limited to, all clearing and grubbing, survey work and shall include a traffic control plan.
- d. The Plans Package shall be prepared in compliance with the **FDOT's** Utility Accommodation Manual and the **FDOT's** Plans Preparation Manual in effect at the time the Plans Package is prepared, and the **FDOT's** contract documents for the Project. If the **FDOT's** Plans Preparation Manual is updated and conflicts with the **FDOT's** Utility Accommodation Manual, the Utility Accommodation Manual shall apply where such conflicts exist.
- e. The technical special provisions which are a part of the Plans Package shall be prepared in accordance with the **FDOT's** guidelines on preparation of technical special provisions.

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

2. Cost of Design

- a. The **UAO** shall be responsible for all costs of the Utility Design.
- b. The **UAO** agrees that it will, at least thirty (30) days prior to the **FDOT** issuing the Supplemental Agreement referred to in Paragraph 1 hereof, furnish the **FDOT** an advance deposit of \$755,000.00 for the payment of said Utility Design. It is understood that the **FDOT's Consultant** shall not begin any Utility Design until the **FDOT** has received the above payment and that if such payment is not received on or before 06/01/20 this Agreement shall be null and void. The **FDOT** shall utilize this deposit for the payment of Utility Design. Both parties further agree that in the event the final billing pursuant to the terms of Subparagraph 2. d. below is less than the advance deposit, a refund of any excess will be made by the **FDOT** to the **UAO**. No work in excess of the advance deposit shall be done. In the event that it is subsequently determined that work in addition to that described in the Supplemental Agreement described in Paragraph 1 hereof is necessary in order to properly complete the Utility Design, the **UAO** shall make an additional deposit in the amount necessary to issue a subsequent Supplemental Agreement to the **FDOT Consultant** for the additional work.
- c. The payment of funds under this Agreement will be made (choose one):
 - directly to the **FDOT** for deposit into the State Transportation Trust Fund.
 - as provided in the attached Three Party Escrow Agreement between the **UAO**, the **FDOT** and the State of Florida, Department of Financial Services, Division of Treasury. Deposits of less than \$100,000.00 must be pre-approved by the Department of Financial Services and the **FDOT** Comptroller's Office prior to execution of this agreement.
- d. Upon final payment to the **FDOT Consultant**, the **FDOT** intends to have its final and complete accounting of all costs incurred in connection with the Utility Design within three hundred sixty (360) days. All project cost records and accounts shall be subject to audit by a representative of the **UAO** for a period of three (3) years after final close out of the project. The **UAO** will be notified of the final cost. Both parties agree that in the event the final accounting of total project costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the **FDOT** to the **UAO** in accordance with Section 215.422, Florida Statutes.

3. Default

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

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from written notice thereof from the **FDOT**.

- (2) Pursue a claim for damages suffered by the **FDOT**.
 - (3) Suspend the issuance of further permits to the **UAO** for the placement of Facilities on **FDOT** property if the breach is material and has not been cured within 60 days from written notice thereof from the **FDOT** until such time as the breach is cured.
 - (4) Pursue any other remedies legally available.
 - (5) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.
- b. In the event the **FDOT** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UAO** may exercise one or more of the following options:
- (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **UAO**.
 - (2) Pursue any other remedies legally available.
- c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties or from any statutory obligations that either party may have with regard to the subject matter hereof.

4. **Indemnification**

FOR GOVERNMENT-OWNED UTILITIES,

To the extent provided by law, the **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

When the **FDOT** receives a notice of claim for damages that may have been caused by the **UAO** in the performance of services required under this Agreement, the **FDOT** will immediately forward the claim to the **UAO**. The **UAO** and the **FDOT** will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the **FDOT** will determine whether to require the participation of the **UAO** in the defense of the claim or to require the **UAO** to defend the **FDOT** in such claim as described in this section. The **FDOT's** failure to notify the **UAO** of a claim shall not release the **UAO** from any of the requirements of this section. The **FDOT** and the **UAO** will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

FOR NON-GOVERNMENT-OWNED UTILITIES,

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

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negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

The **UAO's** obligation to indemnify, defend, and pay for the defense or at the **FDOT's** option, to participate and associate with the **FDOT** in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within fourteen (14) days of receipt by the **UAO** of the **FDOT's** notice of claim for indemnification to the **UAO**. The notice of claim for indemnification shall be served by certified mail. The **UAO's** obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the **UAO's** inability to evaluate liability or because the **UAO** evaluates liability and determines the **UAO** is not liable or determines the **FDOT** is solely negligent. Only a final adjudication or judgment finding the **FDOT** solely negligent shall excuse performance of this provision by the **UAO**. The **UAO** shall pay all costs and fees related to this obligation and its enforcement by the **FDOT**. The **FDOT's** delay in notifying the **UAO** of a claim shall not release **UAO** of the above duty to defend.

5. Force Majeure

Neither the **UAO** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

6. Miscellaneous

- a. Time is of the essence in the performance of all obligations under this Agreement.
- b. The **FDOT** may unilaterally cancel this Agreement for refusal by the **UAO** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **UAO** in conjunction with this Agreement.
- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the **FDOT** has manuals and written policies and procedures which may be applicable at the time of the Project and the relocation of the Facilities.
- d. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.
- e. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The **UAO** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

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If to the UAO :
Vincent Burke, P.E., Utilities Director, Indian River County
1801-27 th Street, Vero Beach, FL 32960
vburke@ircgov.com (772) 226-1835

If to the FDOT :
Kadian McLean, District Utilities Administrator
3400 W. Commercial Blvd., Fort Lauderdale, FL 33309
kadian.mclean@dot.state.fl.us (954) 777-4128

7. Certification

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **UAO** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled "Changes to Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **UAO** hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled "Changes to Form Document."

You MUST signify by selecting or checking which of the following applies:

- No changes have been made to this Form Document and no Appendix entitled "Changes to Form Document" is attached.
- No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

UTILITY: Indian River County

BY: (Signature) _____

DATE: _____

(Typed Name: _____)

(Typed Title: _____)

Recommend Approval by the District Utility Office

BY: (Signature) _____

DATE: _____

FDOT Legal review

BY: (Signature) _____

DATE: _____

District Counsel

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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: (Signature) _____

DATE: _____

(Typed Name: Steve Braun, P.E.)

(Typed Title: Director of Transportation Development)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: _____

DATE: _____

(Typed Name: _____)

(Typed Title: _____)

Changes to Form Document

Attachments

1. Exhibit A – Scope of Services
 - CR-510 from West of 82nd Avenue to Powerline Road
 - CR-510 from Powerline Road to 58th Avenue
2. Three Party Escrow Agreement



Financial Project ID No's.: 405606-5-XXXX
Proposed 16" Water Main, 12" Force Main, 12" Reuse WM UWHC
Installation along CR 510 from West of 82ND AVE to POWERLINE RD
Indian River County, Florida

Snubbs Consulting Inc.
9020 SW 137th Avenue, Suite 250
Miami, FL 33186
Tel: (305) 885-6400

Exhibit A – Scope of Services



Financial Project ID No's.: 405606- 5-XXXX
Proposed 16" Water Main, 12" Force Main, 12" Reuse WM UWHC
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 Tel: (305) 885-6400

Scope of Work

The scope of the work for this Task Work Order (TWO) includes:

- Installation of approximately 8,360 LF of 16" ductile iron pipe (DIP) water main and fittings along CR 510.
- Installation of approximately 8,320 LF of 12"C-900 PVC force main and fittings along CR 510.
- Installation of approximately 8,320 LF of 12" ductile iron pipe (DIP) Reuse water main and fittings along CR 510
- Installation of new fire hydrants along CR 510.
- Removal or Grout Fill/Abandon of the existing 16" water main along CR 510.
- Removal or Grout Fill/Abandon of the existing 12" force main along CR 510.

Services to be provided (for each of four FPIDs)

The Scope of Work for this TWO includes the following:

1. Coordination with:
 - a. Florida Dept. of Transportation (FDOT)
 - b. Indian River County Utilities
 - c. Florida Department of Environmental Protection
 - d. Sebastian River Improvement District
2. Development of a preliminary alignment along CR 510 and proposed tie-in locations for existing laterals
3. Detailed design (combination plan and profile) of
 - a. 16" water mains and associated connections and appurtenances along CR 510.
 - b. 12" force main and associated connections and appurtenances along CR 510.
 - c. 12" Reuse water mains and associated connections and appurtenances along CR 510.



Financial Project ID No's.: 405606- 5-XXXX
Proposed 16" Water Main, 12" Force Main, 12" Reuse WM UWHC
Installation along CR 510 from West of 82ND AVE to POWERLINE RD
Indian River County, Florida

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4. Detail design (Plan and Profile) for new fire hydrants.
 5. Plans development based on FDOT standards for UWHC.
 6. Preparation and submittal of permit applications to:
 - a. Florida Dept. of Transportation (FDOT)
 - b. Indian River County Utilities
 - c. Department of Environmental Protection
 - d. Sebastian River Improvement District
 7. Preparation of Engineer's Opinion of Probable Construction Cost
 8. Preparation of Construction Plans:
 - Cover Sheet with Sheet Index
 - General Notes
 - Legend and Key Plan
 - Tabulation of Quantities
 - Plan and Profile for mainline (as described above)
 - Plan and profile (proposed fire hydrant connections as described above)
 - General Details
 - Typical Details
 - Phasing Plan (utilities)
 9. Prepare Technical Special Provisions (TSPs) required for:
 - a. Water main, force main construction
 10. Prepare Engineers Estimate of Probable Construction Cost in FDOT format



Financial Project ID No's.: 405606- 5-XXXX
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11. Electronic Delivery of the proposed design UWHC per FDOT requirements and Final CAD delivery to Indian River County Utilities.

12. Post design services (shop drawing review, requests for information [RFI], etc.)

Assumptions/Clarifications:

Assumptions and exclusions for this Scope of Work include:

1. All pipelines developed in this scope are assumed to be installed via open cut. Trenchless construction methods may be used as alternatives under water crossings if deemed feasible.
2. Subsurface geotechnical investigations have been completed for the roadway design and provide sufficient data and design recommendations to complete the watermain design. No additional geotechnical engineering, design, or evaluation will be required. Available data and geotechnical reports will be provided to the Engineer.
3. Project limits of proposed water utility improvements do not extend beyond the limits of the proposed FDOT roadway construction.
4. Project plan sheets will be drawn in scale 1"=40'.
5. Structural analysis or design may be required for water crossings.
6. Design and/or specification of cathodic protection systems is not required for this project.
7. Design of sheet piling is not required for this project.
8. No water and sanitary valve box or manhole adjustments anticipated.
9. Line and lay drawings and fitting schedules are not required for this project.
10. Project excludes design of any sanitary sewer gravity pipelines.
11. Engineer shall prepare and make a total of four submittals to Indian River County Utilities for review (abbreviated initial design workshop using KMZs, 60%/Constructability, 90%/Biddability and 100%/Production). Engineer shall be entitled to additional compensation for additional and/or supplemental submittal requests.
12. Engineer shall prepare and make a total of three submittals to FDOT (60%/Constructability, 90%/Biddability and 100%/Production).
13. It is assumed that new utilities will be installed within the MOT of the proposed roadway improvements and therefore no MOT plans are required.



Financial Project ID No's.: 405606- 5-XXXX
Proposed 16" Water Main, 12" Force Main, 12" Reuse WM UWHC
Installation along CR 510 from West of 82ND AVE to POWERLINE RD
Indian River County, Florida

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9020 SW 137th Avenue, Suite 250
Miami, FL 33186
Tel: (305) 885-6400

14. Final FDEP certification and permit closeout not included.

Current FDOT Projects Information

The Indian River County Utilities improvements detailed in this Scope of Work will be incorporated under FDOT project FPID No. 405606-5-52-01 along CR 510.

Financial Project ID 405606-5-52-01

Project Manager: Maria Formoso, PE

Contact Number: (954) 777-4677

Email: María.Formoso@dot.state.fl.us

FDOT Scope of Work: CR 510 from W of 82 Ave to Powerline Rd.

Production Schedule:

Constructability Submittal 9/2020

Biddability Submittal 9/2021

Letting TBD

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ESTIMATE OF WORK EFFORT AND FEE



CONSULTANT: SNUBBS CONSULTING INC.

WPI NO.: N/A

DESCRIPTION: New 16" Water Main, 12" Force Main & 12" Reuse Water Main on CR-510.

COUNTY: INDIAN RIVER

From: WEST OF 82ND AVE. To: POWERLINE ROAD

CLASSIFICATION	W O R K %	MANHOURS				TOTAL WORK EFFORT	HOURLY RATE (W/OUT OM)	FIXED FEE (OM)	TOTAL HOURLY RATE	ESTIMATED COST
		A W&S MAIN PLANS	B (NOT USED)	C UTILITIES	D POST DESIGN					
		ELEMENTS								
S N U B B S	CHIEF ENGINEER	5%	113		12	125			\$207.42	\$25,927.50
	PROJECT MANAGER	10%	225		25	250			\$207.42	\$51,855.00
	PROJECT ENGINEER	35%	788		87	875			\$183.50	\$160,562.50
	ENGINEERING INTERN	50%	1,126		124	1250			\$101.16	\$126,450.00
	SUB TOTAL		2251		248	2499	SNUBBS SUB TOTAL		\$145.98	\$364,795.00
S N U B B S	N/A								\$0.00	\$0.00
	N/A								\$0.00	\$0.00
	UTILITY COORDINATOR			46		46			\$101.16	\$4,653.36
	N/A									
					46	SNUBBS SUB TOTAL		\$101.16	\$4,653.36	
SOFT-DIG SURVEY										\$0.00
	TEST HOLES (INCL SURVEY)			38				(avg.)	\$592.62	\$22,519.56
						SUB TOTAL SUE				\$22,519.56
TOTALS					2545					

TOTAL CONTRACT FEE COMPUTATIONS-(SNUBBS)

Estimator	<u>Fernando Gomez</u>	(a)	Total Loaded Salary	<u>\$369,448.36</u>
Date:	<u>1/7/2020</u>	(b)	0.00% TOTAL OVERHEAD ⁽¹⁾	<u>\$0.00</u>
		(c)	0.00% OPERATING MARGIN ⁽²⁾	<u>\$0.00</u>
		(d)	0.000% FCCM ⁽³⁾	<u>\$0.00</u>
		(e)	0.00% DIRECT EXPENSE ⁽⁴⁾	<u>\$0.00</u>

SUB TOTAL CONTRACT AMOUNT (LUMP SUM)-SNUBBS \$369,448.36

TOTAL CONTRACT FEE COMPUTATIONS

(1)	Total Overhead (General) = Included in (a) Total Loaded Salary	(a)	Total Loaded Salary	<u>\$0.00</u>
(2)	Operating Margin = Included in (a) Total Loaded Salary	(b)	0.00% TOTAL OVERHEAD ⁽¹⁾	<u>\$0.00</u>
(3)	Facilities Capital Cost of Money (FCC) = Included in (a) Total Loaded Salary	(c)	0.00% OPERATING MARGIN ⁽²⁾	<u>\$0.00</u>
(4)	Direct Reimbursables (Out-of-Picket) = Included in (a) Total Loaded Salary	(d)	0.000% FCCM ⁽³⁾	<u>\$0.00</u>
		(e)	0.00% DIRECT EXPENSE ⁽⁴⁾	<u>\$0.00</u>

TOTAL CONTRACT AMOUNT (LUMP SUM)-SNUBBS \$0.00

SUB TOTAL CONTRACT AMOUNT (LUMP SUM)-SUE \$22,519.56

GRAND TOTAL CONTRACT AMOUNT (LUMP SUM) \$392,000.00

\$391,967.92

New 16" Water Main, 12" Force Main & 12" Reuse Water Main on CR-510.
FINANCIAL PROJECT No.: 405606-5-XXXX
UWHC Plans

ACTIVITY: A. (WATER MAINS AND FORCEMAIN PLANS)**SUBACTIVITY: 1 (Design Analysis)**

TASK		BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO. OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1	Pipe Line Alignment & Design	LS	1	64		64		Alignment for 16-inch Water Main and 12-inch Force Main including interconnections, valves, fittings, etc. along CR-510
2	Structural Analysis	LS	1	120		120		3 water crossings (Lateral Canal C, L, and S Prong Slough)
3	Water Way Crossing	LS	3	32		96		3 water bodies (Lateral Canal C, L, and S Prong Slough)
4	Field Reviews	EA	2	16		32		Estimate is for 2 field visits x 2 persons @ 8 hours each and includes preparation, travel, and documentation time. First review will be conducted after 60% plans to verify proposed location. Second at Final UWHC plans to ensure constructability and connection points.
5	Field Survey & Service Location	LS	1	0		0	0	
6	Transfer Existing Utilities to Plan/Profile	EA	4	7.5		30	1	Assume there are 4 utilities within the project limits
7	Contract File (Set-up and maintenance)	LS	1	22		22	2	Setup project, maintenance of files, schedule updates, sub-consultant management, progress reports etc.
8	Quantities & Tabulation	LS	1	20		20	2	As required by FDOT.
9	C.E.S. Summary of Pay Items	LS	1	44		44		Trans*port development and update of quantities for water main and coordination with FDOT-D4 Design Section.
10	Engineer's Opinion of Probable Cost of Construction	LS	1	33		33		Includes preparation of engineers estimate of probable construction cost in FDOT formats and revisions as necessary
11	Construction Phasing Analysis	LS	1	18		18		Construction phasing of the WM, FM & Reuse WM and associated laterals.
12	Signing & Marking Analysis	LS	0	0		0		N/A
14	Geotech Investigation (Including Contamination)	LS	1	4		4		Review Geotech information provided by FDOT for installing water main, check for contamination and determine if special fittings or wrap are required for water mains
SUBACTIVITY SUBTOTAL						483		
15	Quality Assurance/Quality Control	%	3%			14		
16	Attend compulsory FDOT Field Review Meeting(s)	EA	1	16		16		Assume 2 persons x 8 hours x 1 trip (includes prep & travel). This trip is for mandatory field phase review meetings as per FDOT prior to project completion. One meeting at PS&E.
SUBACTIVITY TOTAL						513		

New 16" Water Main, 12" Force Main & 12" Reuse Water Main on CR-510.
FINANCIAL PROJECT No.: 405606-5-XXXX
UWHC Plans

ACTIVITY: A. (WATER MAINS AND FORCEMAIN PLANS)**SUBACTIVITY: 2 (Final Plans)**

TASK		BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO. OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1	Key Sheet/Key Plan	Sheet	1	12		12		Develop standard FDOT cover sheet for JPA projects (3 lines)
2	General Notes	Sheet	1	6		6		Development of project specific general notes, Department of Health and FDOT D4
3	Legend and Key Plan	Sheet	1	16		16		Key map of all plan sheets and legends all symbols used (3 lines)
4	Tabulation of Quantities and Pay Item Notes	Sheet	3	6		18		Tabulation of quantities using FDOT basis of estimate
5	Summary of Valve and Manhole adjustment	Sheet	0	0		0	0	N/A
6	Summary of water meter service and service lines	Sheet	2	6		12	1	Establish station and off set for all new meters, meters to be removed and length of service lines
7	Combination 16" WM, 12" FM, 12" Reuse WM Plan/Profile Sheets	Sheet	16	71		1136	7	This includes all work to create elements showing the mainline alignment for both horizontal and vertical geometries in plan and profile portion of 40' scale plan sheets for proposed 16" WM, 12" FM, 12" Reuse WM and existing utilities per FDOT standards.
8	NOT USED	Sheet	0	0		0	0	NOT USED
9	Laterals Connections Plan/Profile Sheets	Sheet	3	32		96		This includes all work to create elements showing the side street alignment for both horizontal and vertical geometries in plan and profile portion of plan sheets for proposed water mains (2) and existing utilities per FDOT standards
10	Fire Hydrant Connection Plan/Profile Sheets	Sheet	2	36		72		
11	Structural Details	Sheet	3	16		48		3 Water crossings
12	General Details	Sheet	2	14		28		
13	Typical Details	Sheet	2	14		28		
14	Pavement and Base Restoration/General Notes and Details	Sheet	0	0		0		Not required due to new roadway proposed
15	Core Boring Reports	Sheet	0	0		0		
16	Phasing Notes	Sheet	1	22		22		Pipe laying sequence for construction of the 16-inch WM and 12-inch FM & interconnection to existing mains and associated laterals. Also, for the new 12" Reuse WM.
17	Phasing Typical Sections	Sheet	1	12		12		Includes Typical section with phasing notes pertaining to the proposed utilities for each phase

18	Traffic Control Plan	Sheet	0	0		0		No detailed Maintenance of Traffic (MOT) anticipated as this will be part of the roadway plans.
19	Electronic Delivery	LS	1	6		6		Electronic delivery per FDOT procedures. (3 lines)
20	Special Provisions / Specifications	LS	1	26		26		Technical Special Provisions for WM, FM and Reuse WM.
21	Phase Review Meetings	EA	2	12		24		Attend Phase Review Meetings with City and FDOT During 60% & 90% Submittal. Total of 2 meetings for 2 people (includes travel time).
22	FDOT Submittals	EA	3	12		36		Additional effort for 60%, 90%, 100% Production per FDOT Project Schedule milestones
SUBACTIVITY SUBTOTAL						1598		
23	Quality Assurance/Quality Control	%	3%			48		
								1/7/2020
SUBACTIVITY TOTAL						1,646		

**New 16" Water Main, 12" Force Main & 12" Reuse Water Main on CR-510.
FINANCIAL PROJECT No.: 405606-5-XXXX
Water Main Plans**

ACTIVITY: A. (WATER MAINS AND FORCEMAIN PLANS)

SUBACTIVITY: 3 (Permits)

TASK		BASIS OF ESTIMATE	NO. OF UNITS	HOURS/UNIT	NO. OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1	Prepare Permit Applications	LS	1	42		42		Complete and submit permit applications to FDEP, FDOT and Fire Department.
2	Coordination and RFI with Permitting Agencies	LS	1	32		32		Response to RFI from permitting agencies, plan revisions and updates etc.
3	Permit Meetings	EA	3	6		18		Assume 3 meetings at 6 hours including prep time, travel time and follow up
4	Permit Fees	LS						To be paid for by SNUBBS and reimbursed by FDOT.
							0	
							0	
							0	
							0	
SUBACTIVITY TOTAL						92		

**New 16" Water Main, 12" Force Main & 12" Reuse Water Main on CR-510.
FINANCIAL PROJECT No.: 405606-5-XXXX
Water Main Plans**

ACTIVITY: 4

SUBACTIVITY: 4 (Utility Coordination)

TASK		BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO. OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1	Initial Contact with Utility Agency Owner (UAO)	LS	1	8		8		Perform Initial contact to obtain all existing as-built information from the existing UA/O on the project
2	Coordination with UAO	LS	5	2		10		Follow up with UA/O for additional information, mark ups and transmittal of plans to ensure no conflict with their existing utilities. Assume 5 UA/Os @ 2 hours per UA/O
3	Assisting with execution of construction agreements	LS	1	12		12		Assumes this was previously done for another FPID, thus only requires revisions thereto
4	Attend Utility Meetings	EA	2	8		16		Prepare agenda, attend utility meeting, prepare minutes and follow up (includes travel)
							0	
							0	
SUBACTIVITY SUBTOTAL						46		0
							0	
SUBACTIVITY TOTAL						46		



Financial Project ID No's.: 405606-6-XXXX
Proposed 16" Water Main, 12" Force Main, 12" Reuse WM UWHC
Installation along CR 510 from POWERLINE RD to 58th AVE
Indian River County, Florida

Snubbs Consulting Inc.
9020 SW 137th Avenue, Suite 250
Miami, FL 33186
Tel: (305) 885-6400

Exhibit A – Scope of Services



Financial Project ID No's.: 405606- 6-XXXX
Proposed 16" Water Main, 12" Force Main, 12" Reuse WM UWHC
Installation along CR 510 from POWERLINE RD to 58th AVE
Indian River County, Florida

Snubbs Consulting Inc.
9020 SW 137th Avenue, Suite 250
Miami, FL 33186
Tel: (305) 885-6400

Scope of Work

The scope of the work for this Task Work Order (TWO) includes:

- Installation of approximately 8,201 LF of 16" ductile iron pipe (DIP) water main and fittings along CR 510.
- Installation of approximately 8,170 LF of 12" C-900 PVC force main and fittings along CR 510.
- Installation of approximately 8,170 LF of 12" ductile iron pipe (DIP) Reuse water main and fittings along CR 510.
- Installation of new fire hydrants along CR 510.
- Removal or Grout Fill/Abandon of the existing 16" water main along CR 510.
- Removal or Grout Fill/Abandon of the existing 12" force main along CR 510.

Services to be provided (for each of four FPIDs)

The Scope of Work for this TWO includes the following:

1. Coordination with:
 - a. Florida Dept. of Transportation (FDOT)
 - b. Indian River County Utilities
 - c. Florida Department of Environmental Protection
 - d. Indian River Farms Water Control District
2. Development of a preliminary alignment along CR 510 and proposed tie-in locations for existing laterals
3. Detailed design (combination plan and profile) of:
 - a. 16" water mains and associated connections and appurtenances along CR 510.
 - b. 12" force main and associated connections and appurtenances along CR 510.
 - c. 12" Reuse water mains and associated connections and appurtenances along CR 510.



Financial Project ID No's.: 405606- 6-XXXX
Proposed 16" Water Main, 12" Force Main, 12" Reuse WM UWHC
Installation along CR 510 from POWERLINE RD to 58th AVE
Indian River County, Florida

Snubbs Consulting Inc.
9020 SW 137th Avenue, Suite 250
Miami, FL 33186
Tel: (305) 885-6400

-
4. Detail design (Plan and Profile) for new fire hydrants.
 5. Plans development based on FDOT standards for UWHC.
 6. Preparation and submittal of permit applications to:
 - a. Florida Dept. of Transportation (FDOT)
 - b. Indian River County Utilities
 - c. Department of Environmental Protection
 - d. Indian River Farms Water Control District
 7. Preparation of Engineer's Opinion of Probable Construction Cost
 8. Preparation of Construction Plans:
 - Cover Sheet with Sheet Index
 - General Notes
 - Legend and Key Plan
 - Tabulation of Quantities
 - Plan and Profile for mainline (as described above)
 - Plan and profile (proposed fire hydrant connections as described above)
 - General Details
 - Typical Details
 - Phasing Plan (utilities)
 9. Prepare Technical Special Provisions (TSPs) required for:
 - a. Water main, force main construction
 10. Prepare Engineers Estimate of Probable Construction Cost in FDOT format



Financial Project ID No's.: 405606- 6-XXXX
Proposed 16" Water Main, 12" Force Main, 12" Reuse WM UWHC
Installation along CR 510 from POWERLINE RD to 58th AVE
Indian River County, Florida

Snubbs Consulting Inc.
 9020 SW 137th Avenue, Suite 250
 Miami, FL 33186
 Tel: (305) 885-6400

-
11. Electronic Delivery of the proposed design UWHC per FDOT requirements and Final CAD delivery to Indian River County Utilities.
 12. Post design services (shop drawing review, requests for information [RFI], etc.)

Assumptions/Clarifications:

Assumptions and exclusions for this Scope of Work include:

1. All pipelines developed in this scope are assumed to be installed via open cut.
2. Subsurface geotechnical investigations have been completed for the roadway design and provide sufficient data and design recommendations to complete the watermain design. No additional geotechnical engineering, design, or evaluation will be required. Available data and geotechnical reports will be provided to the Engineer.
3. Project limits of proposed water utility improvements do not extend beyond the limits of the proposed FDOT roadway construction.
4. Project plan sheets will be drawn in scale 1"=40'.
5. Structural analysis or design may be required for water crossings.
6. Design and/or specification of cathodic protection systems is not required for this project.
7. Design of sheet piling is not required for this project.
8. No water and sanitary valve box or manhole adjustments anticipated.
9. Line and lay drawings and fitting schedules are not required for this project.
10. Project excludes design of any sanitary sewer gravity pipelines.
11. Engineer shall prepare and make a total of four submittals to Indian River County Utilities for review (abbreviated initial design workshop using KMZs, 60%/Constructability, 90%/Biddability and 100%/Production). Engineer shall be entitled to additional compensation for additional and/or supplemental submittal requests.
12. Engineer shall prepare and make a total of three submittals to FDOT (60%/Constructability, 90%/Biddability and 100%/Production).
13. It is assumed that new utilities will be installed within the MOT of the proposed roadway improvements and therefore no MOT plans are required.



Financial Project ID No's.: 405606- 6-XXXX
Proposed 16" Water Main, 12" Force Main, 12" Reuse WM UWHC
Installation along CR 510 from POWERLINE RD to 58th AVE
Indian River County, Florida

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Tel: (305) 885-6400

14. Final FDEP certification and permit closeout not included.

Current FDOT Projects Information

The Indian River County Utilities improvements detailed in this Scope of Work will be incorporated under FDOT project FPID No. 405606-6-52-01 along CR 510.

Financial Project ID 405606-6-52-01

Project Manager: Maria Formoso, PE

Contact Number: (954) 777-4677

Email: Maria.Formoso@dot.state.fl.us

FDOT Scope of Work: CR 510 from Powerline Rd. to 58th Ave.

Production Schedule:

Constructability Submittal 9/2020

Biddability Submittal 9/2021

Letting TBD

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ESTIMATE OF WORK EFFORT AND FEE



CONSULTANT: SNUBBS CONSULTING INC.

WPI NO.: N/A

DESCRIPTION: New 16" Water Main, 12" Force Main & 12" Reuse Water Main on CR-510.

COUNTY: INDIAN RIVER

From: POWERLINE ROAD To: 58TH AVE

CLASSIFICATION	W O R K %	MANHOURS				TOTAL WORK EFFORT	HOURLY RATE (W/OUT OM)	FIXED FEE (OM)	TOTAL HOURLY RATE	ESTIMATED COST
		A W&S MAIN PLANS	B (NOT USED)	C UTILITIES	D POST DESIGN					
		ELEMENTS								
S N U B B S	CHIEF ENGINEER	5%	104		11	115			\$207.42	\$23,853.30
	PROJECT MANAGER	10%	208		23	231			\$207.42	\$47,914.02
	PROJECT ENGINEER	35%	726		80	806			\$183.50	\$147,901.00
	ENGINEERING INTERN	50%	1,038		114	1152			\$101.16	\$116,536.32
	SUB TOTAL		2075		228	2303	SNUBBS SUB TOTAL		\$145.99	\$336,204.64
S N U B B S	N/A								\$0.00	\$0.00
	N/A								\$0.00	\$0.00
	UTILITY COORDINATOR			46		46			\$101.16	\$4,653.36
	N/A									
					46	SNUBBS SUB TOTAL		\$101.16	\$4,653.36	
SOFT-DIG SURVEY									\$0.00	
	TEST HOLES (INCL SURVEY)			38				(avg.)	\$592.62	\$22,519.56
						SUB TOTAL SUE				\$22,519.56
TOTALS					2349					

TOTAL CONTRACT FEE COMPUTATIONS-(SNUBBS)

Estimator	<u>Fernando Gomez</u>	(a)	Total Loaded Salary	<u>\$340,858.00</u>
Date:	<u>1/7/2020</u>	(b)	0.00% TOTAL OVERHEAD ⁽¹⁾	<u>\$0.00</u>
		(c)	0.00% OPERATING MARGIN ⁽²⁾	<u>\$0.00</u>
		(d)	0.000% FCCM ⁽³⁾	<u>\$0.00</u>
		(e)	0.00% DIRECT EXPENSE ⁽⁴⁾	<u>\$0.00</u>

SUB TOTAL CONTRACT AMOUNT (LUMP SUM)-SNUBBS \$340,858.00

TOTAL CONTRACT FEE COMPUTATIONS

(1)	Total Overhead (General) = Included in (a) Total Loaded Salary	(a)	Total Loaded Salary	<u>\$0.00</u>
(2)	Operating Margin = Included in (a) Total Loaded Salary	(b)	0.00% TOTAL OVERHEAD ⁽¹⁾	<u>\$0.00</u>
(3)	Facilities Capital Cost of Money (FCC) = Included in (a) Total Loaded Salary	(c)	0.00% OPERATING MARGIN ⁽²⁾	<u>\$0.00</u>
(4)	Direct Reimbursables (Out-of-Picket) = Included in (a) Total Loaded Salary	(d)	0.000% FCCM ⁽³⁾	<u>\$0.00</u>
		(e)	0.00% DIRECT EXPENSE ⁽⁴⁾	<u>\$0.00</u>

TOTAL CONTRACT AMOUNT (LUMP SUM)-SNUBBS \$0.00

SUB TOTAL CONTRACT AMOUNT (LUMP SUM)-SUE \$22,519.56

GRAND TOTAL CONTRACT AMOUNT (LUMP SUM) \$363,000.00

\$363,377.56

New 16" Water Main, 12" Force Main & 12" Reuse Water Main on CR-510.
FINANCIAL PROJECT No.: 405606-6-XXXX
UWHC Plans

ACTIVITY: A. (WATER MAINS AND FORCEMAIN PLANS)**SUBACTIVITY: 1 (Design Analysis)**

TASK		BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO. OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1	Pipe Line Alignment & Design	LS	1	64		64		Alignment for 16-inch WM, 12-inch FM & 12-inch Reuse WM including interconnections, valves, fittings, etc. along CR-510
2	Structural Analysis	LS	1	60		60		1 water crossing (Lateral Canal G)
3	Water Way Crossing	LS	1	32		32		1 water crossing (Lateral Canal G)
4	Field Reviews	EA	2	16		32		Estimate is for 2 field visits x 2 persons @ 8 hours each and includes preparation, travel, and documentation time. First review will be conducted after 60% plans to verify proposed location. Second at Final UWHC plans to ensure constructability and connection points.
5	Field Survey & Service Location	LS	1	0		0		
6	Transfer Existing Utilities to Plan/Profile	EA	4	7.5		30		Assume there are 4 utilities within the project limits
7	Contract File (Set-up and maintenance)	LS	1	22		22		Setup project, maintenance of files, schedule updates, sub-consultant management, progress reports etc.
8	Quantities & Tabulation	LS	1	20		20		As required by FDOT.
9	C.E.S. Summary of Pay Items	LS	1	44		44		Trans*port development and update of quantities for water main and coordination with FDOT-D4 Design Section.
10	Engineer's Opinion of Probable Cost of Construction	LS	1	33		33		Includes preparation of engineers estimate of probable construction cost in FDOT formats and revisions as necessary
11	Construction Phasing Analysis	LS		18		18		Construction phasing of the WM, FM & Reuse WM and associated laterals.
12	Signing & Marking Analysis	LS	0	0		0		N/A
14	Geotech Investigation (Including Contamination)	LS	1	4		4		Review Geotech information provided by FDOT for installing water main, check for contamination and determine if special fittings or wrap are required for water mains
SUBACTIVITY SUBTOTAL						359		
15	Quality Assurance/Quality Control	%	3%			11		
16	Attend compulsory FDOT Field Review Meeting(s)	EA	1	16		16		Assume 2 persons x 8 hours x 1 trip (includes prep & travel). This trip is for mandatory field phase review meetings as per FDOT prior to project completion. One meeting at PS&E.
SUBACTIVITY TOTAL						386		

New 16" Water Main, 12" Force Main & 12" Reuse Water Main on CR-510.
FINANCIAL PROJECT No.: 405606-6-XXXX
UWHC Plans

ACTIVITY: A. (WATER MAINS AND FORCEMAIN PLANS)**SUBACTIVITY: 2 (Final Plans)**

TASK		BASIS OF ESTIMATE	NO. OF UNITS	HOURS/UNIT	NO. OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1	Key Sheet/Key Plan	Sheet	1	12		12		Develop standard FDOT cover sheet for JPA projects (3 lines)
2	General Notes	Sheet	1	6		6		Development of project specific general notes, Department of Health and FDOT D4
3	Legend and Key Plan	Sheet	1	16		16		Key map of all plan sheets and legends all symbols used (3 lines)
4	Tabulation of Quantities and Pay Item Notes	Sheet	3	6		18		Tabulation of quantities using FDOT basis of estimate
5	Summary of Valve and Manhole adjustment	Sheet	0	0		0		N/A
6	Summary of water meter service and service lines	Sheet	2	6		12		Establish station and off set for all new meters, meters to be removed and length of service lines
7	Combination 16" WM, 12" FM, 12" Reuse WM Plan/Profile Sheets	Sheet	16	71		1136		This includes all work to create elements showing the mainline alignment for both horizontal and vertical geometries in plan and profile portion of 40' scale plan sheets for proposed 16" WM, 12" FM, 12" Reuse WM and existing utilities per FDOT standards.
8	NOT USED	Sheet	0	0		0		NOT USED
9	Laterals Connections Plan/Profile Sheets	Sheet	3	32		96		This includes all work to create elements showing the side street alignment for both horizontal and vertical geometries in plan and profile portion of plan sheets for proposed water mains (2) and existing utilities per FDOT standards
10	Fire Hydrant Connection Plan/Profile Sheets	Sheet	2	36		72		
11	Structural Details	Sheet		0		0		N/A (no water crossings)
12	General Details	Sheet	2	14		28		
13	Typical Details	Sheet	2	14		28		
14	Pavement and Base Restoration/General Notes and Details	Sheet	0	0		0		Not required due to new roadway proposed
15	Core Boring Reports	Sheet	0	0		0		
16	Phasing Notes	Sheet	1	22		22		Pipe laying sequence for construction of the 16-inch WM and 12-inch FM & interconnection to existing mains and associated laterals. Also, for the new 12" Reuse WM.
17	Phasing Typical Sections	Sheet	1	12		12		Includes Typical section with phasing notes pertaining to the proposed utilities for each phase

18	Traffic Control Plan	Sheet	0	0		0		No detailed Maintenance of Traffic (MOT) anticipated as this will be part of the roadway plans.
19	Electronic Delivery	LS	1	6		6		Electronic delivery per FDOT procedures. (3 lines)
10	Special Provisions / Specifications	LS	1	26		26		Technical Special Provisions for WM, FM and Reuse WM.
20	Phase Review Meetings	EA	2	12		24		Attend Phase Review Meetings with City and FDOT During 60% & 90% Submittal. Total of 2 meetings for 2 people (includes travel time).
21	FDOT Submittals	EA	3	12		36		Additional effort for 60%, 90%, 100% Production per FDOT Project Schedule milestones
SUBACTIVITY SUBTOTAL						1550		
22	Quality Assurance/Quality Control	%	3%			47		
SUBACTIVITY TOTAL						1,597		

**New 16" Water Main, 12" Force Main & 12" Reuse Water Main on CR-510.
FINANCIAL PROJECT No.: 405606-6-XXXX
Water Main Plans**

ACTIVITY: 4

SUBACTIVITY: 4 (Utility Coordination)

TASK		BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO. OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1	Initial Contact with Utility Agency Owner (UAO)	LS	1	8		8		Perform Initial contact to obtain all existing as-built information from the existing UA/O on the project
2	Coordination with UAO	LS	5	2		10		Follow up with UA/O for additional information, mark ups and transmittal of plans to ensure no conflict with their existing utilities. Assume 5 UA/Os @ 2 hours per UA/O
3	Assisting with execution of construction agreements	LS	1	12		12		Assumes this was previously done for another FPID, thus only requires revisions thereto
4	Attend Utility Meetings	EA	2	8		16		Prepare agenda, attend utility meeting, prepare minutes and follow up (includes travel)
SUBACTIVITY SUBTOTAL						46		
SUBACTIVITY TOTAL						46		

THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), Indian River County ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: CR-510/85th Street from West of 82nd Avenue to 58th Avenue
Project #: 405606-3-36-01
County: Indian River County

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

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

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
2. Other deposits to the escrow account may be made during the life of this agreement.
3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.
5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.
6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT-OOC (signature)

For PARTICIPANT (signature)

Name and Title

Name and Title

59-3024028

Federal Employer I.D. Number

Federal Employer I.D. Number

Date

Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date