STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RESOLUTION NO. 2024 - 37 UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT (AT FDOT EXPENSE)

Financial Project ID: 436269-2-52-02	Federal Project ID: N/A	
State Road No.:10	County: Holmes	
State Job No.:	District Document No.:	

WHEREAS, the State of Florida Department of Transportation, hereinafter referred to as the FDOT, proposes to construct or reconstruct a transportation facility identified above, hereinafter referred to as the **Project**; and

WHEREAS, in order for the FDOT to proceed with the Project, it is necessary for the <u>City of Bonifay</u>, hereinafter referred to as the UAO, to execute and deliver to the FDOT the agreement identified as <u>Utility Work by Highway Contractor Agreement (At FDOT Expense)</u>, hereinafter referred to as the **Agreement**;

NOW, THEREFORE, BE IT RESOLVED BY THE UAO:

That (Name) <u>Larry Cook</u> (Title) <u>Mayor</u> be hereby authorized and directed to execute and deliver the Agreement to the FDOT

A certified copy of this Resolution be forwarded to the **FDOT** along with the executed Agreement.

	by the UAO on the day of	
NAME:	 :	
Title: Mayor	7.	
ATTEST:		
Title:		

Federal Project ID: N/A	
State Road No.: 10	

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 Bonifay, 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 <u>SR 10 (US 90) from east of Banfill Avenue to east of Hubbard Street</u>, State Road No. 10, 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, adjustment or removal of the Facilities, or some combination thereof, hereinafter referred to as "Utility Work"; and

WHEREAS, the FDOT and the UAO desire to enter into a joint agreement pursuant to Section 337.403(1)(b), Florida Statutes for the Utility Work to be accomplished by the FDOT's contractor as part of the construction of the Project; and

WHEREAS, the FDOT, pursuant to the terms and conditions hereof, will bear certain costs associated with the Utility Work;

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

1. Design of Utility Work

- uAO shall prepare a final engineering design, plans, technical special provisions, and a cost estimate for the Utility Work (hereinafter referred to as the Plans Package) on or before <u>DEC 1</u>, year of <u>2024</u>.
- b. The Plans Package shall be in the same format as the **FDOT**'s contract documents for the Project and shall be suitable for reproduction.
- c. Unless otherwise specifically directed in writing, the Plans Package shall include any and all activities and work effort required to perform the Utility Work, including, but not limited to, all clearing and grubbing, survey work, and shall include a traffic control plan.
- The Plans Package shall be prepared in compliance with the FDOT's Utility Accommodation Manual and the FDOT's Design Manual in effect at the time the Plans Package is prepared, and the FDOT's contract documents for the Project. If the FDOT's Design 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 and shall not duplicate or change the general contracting provisions of the FDOT's Standard Specifications for Road and Bridge Construction and any Supplemental Specifications, Special Provisions, or

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Developmental Specifications of the FDOT for the Project.

- f. UAO shall provide a copy of the proposed Plans Package to the FDOT, and to such other right of way users as designated by the FDOT, for review at the following stages: 100%/ Finals. Prior to submission of the proposed Plans Package for review at these stages, the UAO shall send the FDOT a work progress schedule explaining how the UAO will meet the FDOT's production schedule. The work progress schedule shall include the review stages, as well as other milestones necessary to complete the Plans Package within the time specified in Subparagraph a. above
- In the event that the FDOT finds any deficiencies in the Plans Package during the reviews performed pursuant to Subparagraph f. above, the FDOT will notify the UAO in writing of the deficiencies and the UAO will correct the deficiencies and return corrected documents within the time stated in the notice. The FDOT's review and approval of the documents shall not relieve the UAO from responsibility for subsequently discovered errors or omissions.
- h. The FDOT shall furnish the UAO such information from the FDOT's files as requested by the UAO, however, the UAO shall at all time be and remain solely responsible for proper preparation of the Plans Package and for verifying all information necessary to properly prepare the Plans Package, including survey information as to the location (both vertical and horizontal) of the Facilities. The providing of information by the FDOT shall not relieve the UAO of this obligation nor transfer any of that responsibility to the FDOT.
- The Facilities and the Utility Work will include all utility facilities of the **UAO** which are located within the limits of the Project, except as generally summarized as follows: N/A. These exceptions shall be handled by separate arrangement.
- j The UAO shall fully cooperate with all other right of way users in the preparation of the Plans Package. Any conflicts that cannot be resolved through cooperation shall be resolved in the manner determined by the FDOT.
- 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 <u>TBD</u>.
 (Note: It is the intent of this line to allow either attachment of or separate reference to the permit).
- The cost of any design work performed pursuant to this paragraph 1 shall be reimbursed by a separate agreement.
- m. As part of the final submittal of the Plans Package, the **UAO** shall also submit an estimate of the amount of the cost of the Utility Work that should be paid for by the **UAO**, hereinafter referred to as the **UAO** Participating Amount. The determination of that amount shall be based on the credit 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:
 - 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.
 - (b) Upgrading. A percentage of the total cost of the Relocation Work, based on the extent of the betterment obtained from the new Facilities will be applied.
 - (2) Salvage Value. The **FDOT** shall receive fair salvage value credit for any salvage which will become available to the **UAO** as a result of the Utility Work.

The submittal shall show the calculation of the **UAO** Participating Amount in detail for each of the credits required above. The **FDOT** shall review the calculations and advise the **UAO**

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of any objections. In the event that the parties cannot come to an agreement as to the **UAO** Participating Amount, the **FDOT's** determination of the amount shall prevail

2. Performance of Utility Work

- a. The FDOT shall incorporate the Plans Package into its contract for construction of the Project.
- b. The **FDOT** shall procure a contract for construction of the Project in accordance with the **FDOT**'s requirements.
- c. The **UAO** shall perform all engineering inspection, testing, and monitoring of the Utility Work to insure that it is properly performed in accordance with the Plans Package except for the following activities: N/A
 - and will furnish the FDOT with daily diary records showing approved quantities and amounts for weekly, monthly, and final estimates in accordance with the format required by the FDOT
- d. Except for the inspection, testing, monitoring and reporting to be performed by the UAO in accordance with Subparagraph 2. c., the FDOT will perform all contract administration for its construction contract.
- e. The UAO shall fully cooperate with the FDOT and the FDOT's contractor in all matters relating to the performance of the Utility Work.
- f. The FDOT's engineer has full authority over the Project and the UAO shall be responsible for coordinating and cooperating with the FDOT's engineer. In so doing, the UAO shall make such adjustments and changes in the Plans Package as the FDOT's engineer shall determine are necessary for the prosecution of the Project.
- The **UAO** shall not make any changes to the Plans Package after the date on which the **FDOT's** contract documents are mailed to Tallahassee for advertisement of the Project unless those changes fall within the categories of changes which are allowed by supplemental agreement to the **FDOT's** contract pursuant to Section 337.11, Florida Statutes. All changes, regardless of the nature of the change or the timing of the change, shall be subject to the prior approval of the **FDOT**.

3. Cost of Utility Work

- Except as otherwise provided herein, the FDOT shall be responsible for all costs of the Utility Work and all costs associated with any adjustments or changes to the Utility Work determined by the FDOT's engineer to be necessary, including, but not limited to the cost of changing the Plans Package and the increase in the cost of performing the Utility Work, unless the adjustments or changes are necessitated by an error or omission of the UAO. The FDOT shall not be responsible for the cost of delays caused by such adjustments or changes to the extent they are attributable to the UAO pursuant to Subparagraph 4.a.
- b. At such time as the **FDOT** prepares its official estimate, the **FDOT** shall notify the **UAO** of the **UAO** Participating Amount, determined in accordance with Subparagraph 1 m, hereof.
- c. At least N/A (N/A) days prior to the date on which the FDOT advertises the Project for bids, the UAO will pay to the FDOT the UAO Participating Amount.
- d. If the UAO's percentage contribution to the portion of the bid of the contractor selected by the FDOT which is for performance of the Utility Work (calculated by dividing the UAO's Participating Amount by the amount of the FDOT's official estimate) exceeds the amount of the deposit made pursuant to Subparagraph c, above, then the UAO shall, within fourteen (14) calendar days from notification from the FDOT, or prior to posting of the accepted bid, whichever is earlier, pay an additional amount to the FDOT to bring the total amount paid to the total percentage contribution of the UAO. If said

portion of the bid is less than the amount on deposit, the excess deposit shall be returned to the **UAO** in accordance with Section 215_422. Florida Statutes.

e.	The FD	OT may use the funds paid by the UAO for payment of the cost of the Utility Work.
f.	Payme	nt of the funds pursuant to this paragraph will be made (choose one):
		directly to the FDOT for deposit into the State Transportation Trust Fund
		as provided in the attached 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 FDOT Comptroller's Office prior to execution of this agreement.

Upon final payment to the contractor, the **FDOT** intends to have its final and complete billing of all costs incurred in connection with the Utility Work within three hundred sixty (360) days. All cost records and accounts shall be subject to audit by a representative of the **UAO** within three (3) years after final close out of the Project.

4. Claims Against UAO

- a The UAO shall be responsible for all costs incurred as a result of any delay to the FDOT or its contractors caused by errors or omissions in the Plans Package (including inaccurate location of the Facilities) or by failure of the UAO to properly perform its obligations under this Agreement in a timely manner.
- b. In the event the FDOT's contractor provides a notice of intent to make a claim against the FDOT relating to the Utility Work, the FDOT will notify the UAO of the notice of intent and the UAO will thereafter keep and maintain daily field reports and all other records relating to the intended claim.
- 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.

5. Out of Service Facilities

No Facilities shall be placed out of service unless specifically identified as such in the Plans Package. The following terms and conditions shall apply to Facilities placed Out-of-Service:

- a. The **UAO** acknowledges its present and continuing ownership of and responsibility for out of service Facilities.
- b. The **FDOT** agrees to allow the **UAO** to leave the Facilities within the right of way subject to the continuing satisfactory performance of the conditions of this Agreement by **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 e. below.
- The UAO shall take such steps to secure the Facilities and otherwise make the Facilities safe in accordance with any and all applicable local, state or federal laws and regulations and in accordance with the legal duty of the UAO to use due care in its dealings with others. The UAO shall be solely responsible for gathering all information necessary to meet these obligations.
- d The **UAO** shall keep and preserve all records relating to the Facilities, including, but not limited to, records of the location, nature of, and steps taken to safely secure the Facilities and shall promptly

respond to information requests of the FDOT or other permittees using or seeking use of the right of way.

- e. The UAO shall remove the Facilities at the request of the FDOT in the event that the FDOT determines that removal is necessary for FDOT use of the right of way or in the event that the FDOT 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 out of service Facilities 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. In the event that the out of service Facilities would have qualified for reimbursement for other reasons, removal of the out of service. Removal shall be reimbursed by the FDOT as though it had not been placed out of service. Removal shall be completed within the time specified in the FDOT's notice to remove. In the event that the UAO fails to perform the removal properly within the specified time, the FDOT may proceed to perform the removal at the UAO's expense pursuant to the provisions of Sections 337 403 and 337.404, Florida Statutes.
- f. Except as otherwise provided in Subparagraph e. above, the UAO agrees that the Facilities shall forever remain the legal and financial responsibility of the UAO. The UAO shall reimburse the FDOT for any and all costs of any nature whatsoever resulting from the presence of the Facilities within the right of way. Said costs shall include, but shall not be limited to, charges or expenses which may result from the future need to remove the Facilities or from the presence of any hazardous substance or material in or discharging from the Facilities. Nothing in this paragraph shall be interpreted to require the UAO to indemnify the FDOT for the FDOT's own negligence; however, it is the intent that all other costs and expenses of any nature be the responsibility of the UAO.

6. Default

- a. In the event that the UAO breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the FDOT may exercise one or more of the following options, provided that at no time shall the FDOT be entitled to receive double recovery of damages:
 - (1) Terminate this Agreement if the breach is material and has not been cured within sixty (60) days from written notice thereof from **FDOT**.
 - (2) Pursue a claim for damages suffered by the FDOT.
 - (3) If the Utility Work is reimbursable under this Agreement, withhold reimbursement payments until the breach is cured. The right to withhold shall be limited to actual claim payments made by **FDOT** to third parties.
 - (4) If the Utility Work is reimbursable under this Agreement, offset any damages suffered by the FDOT or the public against payments due under this Agreement for the same Project. The right to offset shall be limited to actual claim payments made by FDOT to third parties.
 - (5) Suspend the issuance of further permits to the **UAO** for the placement of Facilities on **FDOT** property if the breach is material and has not been cured within sixty (60) days from written notice thereof from **FDOT** 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.
- In the event that the **FDOT** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UAO** may exercise one or more of the following options:
 - (1) Terminate this Agreement if the breach is material and has not been cured within sixty (60) days from written notice thereof from the **UAO**.
 - (2) If the breach is a failure to pay an invoice for Utility Work which is reimbursable under this Agreement, pursue any statutory remedies that the **UAO** may have for failure to pay invoices
 - (3) Pursue any other remedies legally available.
- C Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties nor from any statutory obligations that either party may have with regard to the subject matter hereof.

7. Force Majeure

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

8. Indemnification

FOR GOVERNMENT-OWNED UTILITIES.

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

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

UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT (AT FDOT EXPENSE)

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.

9. Miscellaneous

- a Time is of essence in the performance of all obligations under this Agreement.
- b. The Facilities shall at all times remain the property of and be properly protected and maintained by the UAO in accordance with the current Utility Accommodation Manual in effect at the time the Plans Package is prepared and the current utility permit for the Facilities; provided, however, that the UAO shall not be obligated to protect or maintain any of the Facilities to the extent the FDOT's contractor has that obligation as part of the Utility Work pursuant to the FDOT's specifications.
- c. The FDOT may unilaterally cancel this Agreement for refusal by the UAO to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the UAO in conjunction with this Agreement.
- d This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the FDOT has manuals and written policies and procedures which may be applicable at the time of the Project and the relocation of the Facilities.
- e. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.
- 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:

Form No. 710-010-21 UTILITIES 03/20

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

If to the UAO

	Mr. Rickey D. Callahan, City Clerk	
	301 N Etheridge Street	
	Bonifay, FL 32425	
	If to the FDOT:	
	Mr. Matt King, Utility Project Manager	
	P.O. Box 607	
	Chipley, FL 32428	
10.	Certification	
	This document is a printout of an FDOT form maintained in an electronic format at the UAO in the form of additions, deletions, or substitutions are reflected on Changes To Form Document and no change is made in the text of the document affected portions of this document may refer to changes reflected in the above-new reference purposes only and do not change the terms of the document. By significantly represents that no change has been made to the text of this document excappendix entitled Changes To Form Document."	ly in an Appendix entitled t itself. Hand notations on amed Appendix but are for at this document, the UAO
	You MUST signify by selecting or checking which of the following applies:	
	 No changes have been made to this Form Document and no Appendix of Document" is attached. No changes have been made to this Form Document, but changes are Appendix entitled "Changes to Form Document." 	
IN WIT	NESS WHEREOF, the parties hereto have executed this Agreement effective the	e day and year first written.
UTILI	TY: City of Bonifay	
BY: <u>(S</u>	Signature) Laur Cool	DATE:
	(Typed Name: Larry Cook)	
		
-	(Typed Title:Mayor)	
Reco	mmend Approval by the District Utility Office	
BY: <u>(\$</u>	Signature)	DATE:

UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT (AT FDOT EXPENSE)

FDOT Legal review	
BY: (Signature) District Counsel	DATE:
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	
BY: (Signature) (Typed Name: <u>Tim Smith, P.E.)</u> (Typed Title: <u>Director of Transportation Development)</u>	DATE:
FEDERAL HIGHWAY ADMINISTRATION (if applicable)	
(Typed Name:) (Typed Title:)	DATE:

FDOT PROJECT INFORMATION		
Financial Project ID: 436269-2-52-02	Federal Project IDI N/A	
State Road Number: 10	County: Holmes	
FDOT Plans Dated:	District Document No.	

UTILITY	AGENCY/OWNER (UAO)
Utility Company: City of Bonifay	Job No. or Work Order No
UAO Project Rep. Rickey Callahan	Phone: 850-547-4238 E-mail: rickey.callahan@cityofbonifa
UAO Field Rep: Aaron Taylor	Phone: 850-258-2514 E-mail: aaron taylor@cityofbonifay.co

SECTION A: ITEMIZED COST ESTIMATE		
Item Cost (\$)	Overhead (%) (Must use "%" or " " i.e. 10% or 10)	Item Cost + Overhead (\$)
		0
		0
		0
\$19,500.00		\$19,500.00
		0
		0
		0
		0
	Item Cost (\$)	Item Cost (\$) Overhead (%) (Must use "%" or "" i.e. 10% or 10)

SECTION B: DEDUCTIONS

Item	Item Value (\$)	
Salvage Value		
Betterment		
Extended Service Life		
Total Deductions =>	0	

\$19,500.00

Total Cost Estimate =>

SECTION C: REIMBURSEMEN	TV
Total Cost Estimate from	£40.500.00
SECTION A =>	\$19,500.00
Total Deductions from	_
SECTION B =>	U
Total Reimbursement* =>	\$19,500,00

*Update the estimated Total Reimbursement for changes in excess of 10%

Jun 60 0	
UAO Rep. Cood	Date / /
Name Larry Cook	
Title Mayor	

Exhibit A

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6 manholes x \$3,250.00 per manhole = \$19,500.00

Grand Total = \$19,500.00