



AGENDA

CITY COUNCIL MEETING - REGULAR SESSION

MONDAY, SEPTEMBER 16, 2024 at 6:00 PM

Midtown Plaza, 401 McLaughlin Ave., Bonifay, FL 32425

I. CALL TO ORDER

A. Invocation

B. Pledge of Allegiance

II. APPROVE AGENDA

III. APPROVE MINUTES

[A.](#) August 19th, 2024 Regular Session

[B.](#) September 3rd, 2024 Regular Session

[C.](#) September 5th, 2024 Special Session

IV. APPROVE ACCOUNTS PAYABLE / TRANSFERS / FINANCIAL SHEETS TO REVIEW

V. VISITORS – PUBLIC ADDRESSING THE COUNCIL

NON- AGENDA AUDIENCE

Effective October 1, 2013, Florida Statute 286.0114 mandates that “members of the public shall be given a reasonable opportunity to be heard on a proposition before a Board or Commission.” Each individual shall have three (3) minutes to speak on the proposition before the Board. . THIS IS NOT A QUESTION AND ANSWER SESSION. It is NOT a political forum, nor is it a time for personal accusations and derogatory remarks to/or about City personnel. Those who wish to speak are reminded to observe proper decorum, and to avoid the use of profane or vulgar language. If you would like to address the City Council please come to the podium, state your name and address for the record

VI. PLANNING & ENGINEERING

A. City Planner John Feeney - Conditional Use Permit

VII. OLD BUSINESS

A. FINAL 2024-2025 FY AD VALOREM MILLAGE RATE AND BUDGET PUBLIC
HEARINGS AND ADOPTION: SEPTEMBER 24, 2024 AT 5:01 PM

VIII. NEW BUSINESS

A. Action by Council for Approval of Resolution 2024-27 FDOT Utility Work by Highway
Contractor SR 10 (US 90) at FDOT Expense

(Raise 6 manholes at \$3,250.00 per manhole for a total of \$19,500.00 at FDOT expense.)

B. Resolution No. 2024-38 FDOT Utility Work by Highway Contract on SR 10 (US 90) at FDOT
Expense

Raise 12 manholes at \$3,250.00 per manhole and 2 valve boxes at \$3,250.00 per valve box for a
total of \$45,500.00 at FDOT Expense

IX. COUNCIL / DEPARTMENT SUPERVISORS / CITY ATTORNEY DISCUSSION

Items not listed on Formal Agenda.

A. Council Updates

B. Department Updates:

Public Works - Streets/Water: New Hire - Colby Merritt

C. Employee Spotlight

X. ADJOURN

**Persons with disabilities needing special accommodations to participate in this proceeding should
contact City Hall at (850) 547-4238, at least five days prior to the proceedings.**



MINUTES
CITY COUNCIL MEETING - REGULAR SESSION
MONDAY, AUGUST 19, 2024 at 6:00 PM
Midtown Plaza, 401 McLaughlin Ave., Bonifay, FL 32425

I. CALL TO ORDER

Mayor Larry Cook called the meeting to order at 6:00 pm.

PRESENT

Mayor Larry Cook
Council Member Shelley Carroll
Council Member Rick Crews
Council Member Eddie Dixon

ABSENT

Council Member James Sellers

A. Invocation

Executive Assistant Sierra Smith gave invocation.

B. Pledge of Allegiance

Executive Assistant Sierra Smith led the Pledge of Allegiance.

II. APPROVE AGENDA

Motion made to approve agenda by Council Member Crews, Seconded by Council Member Carroll.

Voting Yea: Mayor Cook, Council Member Carroll, Council Member Crews, Council Member Dixon

III. APPROVE MINUTES

A. Approve minutes of 08/02/2024 special session & 08/05/2024 regular session

Motion made to approve the minutes of August 2, 2024 and August 5, 2024 by Council Member Crews, Seconded by Council Member Dixon.

Voting Yea: Mayor Cook, Council Member Carroll, Council Member Crews, Council Member Dixon

IV. APPROVE ACCOUNTS PAYABLE / TRANSFERS / FINANCIAL SHEETS TO REVIEW

Motion made to approve Accounts Payables, Transfers, and Financial Sheets by Council Member Carroll, Seconded by Council Member Dixon.

Voting Yea: Mayor Cook, Council Member Carroll, Council Member Crews, Council Member Dixon

V. VISITORS – PUBLIC ADDRESSING THE COUNCIL

NON- AGENDA AUDIENCE

Effective October 1, 2013, Florida Statute 286.0114 mandates that “members of the public shall be given a reasonable opportunity to be heard on a proposition before a Board or Commission.” Each individual shall have three (3) minutes to speak on the proposition before the Board. . THIS IS NOT A QUESTION-AND-ANSWER SESSION. It is NOT a political forum, nor is it a time for personal accusations and derogatory remarks to/about City personnel. Those who wish to speak are reminded to observe proper decorum, and to avoid the use of profane or vulgar language. If you would like to address the City Council please come to the podium, state your name and address for the record

A. Miranda Hudson - Bonifay Kiwanis Club - Bull Run

Use of Middlebrooks Park

Bonifay Police Department assistance

Miranda Hudson came before the Council Members and requested to use Middlebrooks Park for the Bull Run on Saturday, September 28th. The run will be on Banfill Avenue from the park to Highway 90 and back. Bonifay Police Department will assist with the run.

Motion made to approve the use of Middlebrooks Park and Banfill Avenue for the Bull Run by Council Member Crews, Seconded by Council Member Dixon.

Voting Yea: Mayor Cook, Council Member Carroll, Council Member Crews, Council Member Dixon

VI. PLANNING & ENGINEERING

A. Melvin Engineering- RIF Work Authorization

Motion made to approve RIF Work Authorization to upgrade equipment at the WWTF by Council Member Crews, Seconded by Council Member Dixon.

Voting Yea: Mayor Cook, Council Member Carroll, Council Member Crews, Council Member Dixon

B. Melvin Engineering - Downtown Stormwater Park Presentation

Melvin Engineering gave a Downtown Stormwater Park presentation. There will be lighting around the park, and the ground breaking should be Fall of 2025.

Mayor Cook asked to look at the price of a recirculating fountain.

Motion made to approve moving forward by Council Member Crews, Seconded by Council Member Carroll.

Voting Yea: Mayor Cook, Council Member Carroll, Council Member Crews, Council Member Dixon

C. Awarding of Bid for RFQ No. 2024-10 Engineering Services for Improvements to the City Water and Wastewater Systems

Motion made to approve awarding bid to Mott MacDonald by Council Member Crews, Seconded by Council Member Dixon.

Voting Yea: Mayor Cook, Council Member Carroll, Council Member Crews, Council Member Dixon

Motion made to approve Mayor Cook signing the contract by Council Member Crews, Seconded by Council Member Dixon.

Voting Yea: Mayor Cook, Council Member Carroll, Council Member Crews, Council Member Dixon

The total dollar amount awarded to this project is \$2.5 million dollars.

VII. OLD BUSINESS

No old business.

VIII. NEW BUSINESS

No new business.

IX. COUNCIL / DEPARTMENT SUPERVISORS / CITY ATTORNEY DISCUSSION

Items not listed on Formal Agenda.

A. Council Updates

Council Member Crews reminded everyone that the first meeting in September will be on Tuesday, the 3rd, at 9:00 am.

Motion made to approve holding Trick or Treat on October 31st from 5 until 8 pm by Council Member Crews, Seconded by Council Member Carroll.

Voting Yea: Mayor Cook, Council Member Carroll, Council Member Crews, Council Member Dixon

B. Department Updates

Mayor Cook expressed his appreciation to the Public Works crew for installing 280 feet of pipe on the north side of the Piggly Wiggly, noting that it rained on them every day.

City Clerk Callahan reminded the Council of the Planning and Zoning meeting on Thursday, the 22nd, at 6:00 pm. And also, that GCUC started Phase II of the water line replacement this morning.

C. Employee Spotlight

X. ADJOURN

Motion made for meeting to adjourn by Council Member Crews, Seconded by Council Member Dixon.

Voting Yea: Mayor Cook, Council Member Carroll, Council Member Crews, Council Member Dixon

Mayor Cook declared the meeting adjourned at 6:17 pm.

Persons with disabilities needing special accommodations to participate in this proceeding should contact City Hall at (850) 547-4238, at least five days prior to the proceedings.



MINUTES

CITY COUNCIL MEETING - REGULAR SESSION

TUESDAY, SEPTEMBER 03, 2024 at 9:00 AM

Midtown Plaza, 401 McLaughlin Ave., Bonifay, FL 32425

I. CALL TO ORDER

PRESENT

Council Member Shelley Carroll
Council Member Rick Crews
Council Member Eddie Dixon

ABSENT

Mayor Larry Cook
Council Member James Sellers

Also present:

City Clerk Rickey Callahan, Deputy Clerk Tracy Walker, Executive Assistant Sierra Smith, Director of Public Works Aaron Taylor, Chief Plant Operator Matt Perry, and Chief of Police Johnny Whitaker.

City Attorney Jon Holloway was present by phone.

City Clerk Rickey Callahan requested a motion for Council Member Rick Crews to Chair the meeting.

Motion made for Council Member Rick Crews to Chair the meeting by Council Member Dixon, Seconded by Council Member Carroll.

Voting Yea: Council Member Carroll, Council Member Crews, Council Member Dixon

Chairman Rick Crews called the meeting to order.

A. Invocation

Executive Assistant Sierra Smith gave invocation.

B. Pledge of Allegiance

Executive Assistant Sierra Smith led the Pledge of Allegiance.

II. APPROVE AGENDA

Motion made to approve the agenda by Council Member Carroll, Seconded by Council Member Dixon.

Voting Yea: Council Member Carroll, Council Member Crews, Council Member Dixon

III. APPROVE MINUTES

Chairman Rick Crews requested the minutes of August 19, 2024 be tabled until the next regular session.

Motion made to table August 19, 2024 minutes by Council Member Carroll, Seconded by Council Member Dixon.

Voting Yea: Council Member Carroll, Council Member Crews, Council Member Dixon

IV. APPROVE ACCOUNTS PAYABLE / TRANSFERS / FINANCIAL SHEETS TO REVIEW

Motion made to approve Accounts Payable by Council Member Carroll, Seconded by Council Member Dixon.

Voting Yea: Council Member Carroll, Council Member Crews, Council Member Dixon

V. VISITORS – PUBLIC ADDRESSING THE COUNCIL

NON- AGENDA AUDIENCE

Effective October 1, 2013, Florida Statute 286.0114 mandates that “members of the public shall be given a reasonable opportunity to be heard on a proposition before a Board or Commission.” Each individual shall have three (3) minutes to speak about the proposition before the Board. **THIS IS NOT A QUESTION-AND-ANSWER SESSION.** It is NOT a political forum, nor is it a time for personal accusations and derogatory remarks to/or about City personnel. Those who wish to speak are reminded to observe proper decorum, and to avoid the use of profane or vulgar language. If you would like to address the City Council please come to the podium, state your name and address for the record

Richard Willsey asked if the guidelines for non-agenda audience also applied to the City Council, employees, and board members. He stated he had been attacked, discredited, accused of things, and previously yelled and cursed at and defamed. He says the guideline isn’t reciprocal.

Willsey said he would take up the issue that Mr. Urquhart requested to address the council about since Mr. Urquhart did not show up to the meeting. Willsey said we have a city water crisis, and that the city does not take into account the citizens’ abilities to pay their water bill. Willsey requested the city council to make adjustments for those that are financially struggling.

Willsey went on to say that he was asked why he does not do anything good. He reminded the council that he personally developed a budget proposal on his own time, without being asked to do it, and that he was not paid by the city for it. He spoke about his 40+ years of budget experience and stated that some people in the room have never looked at a budget before. After the buzzer sounded, Councilmember Crews thanked him for his time and Willsey returned to his seat.

A. Robert Urquhart - City Water

Not present.

VI. PLANNING & ENGINEERING

- A. City Planner John Feeney - Land Use Changes Application, Second reading of Ordinance 2024-10 and 2024 - 11 with Public Hearing, approval of changes, and adoption of Ordinances 2024-10 and 2024 - 11. Section III, ItemB.

City Planner John Feeney stated the first Ordinance was 2024-10 was a small-scale land use amendment for the Kiwanis Club of Bonifay. It is 4 parcels; a total of 17.43 acres. The parcels would be changed from Rural Residential and Low Density Residential to Urban Mixed-Use.

Mr. Feeney read the heading of Ordinance 2024-10.

AN ORDINANCE OF CITY OF BONIFAY, FLORIDA, AMENDING VOLUME III OF THE CITY OF BONIFAY YEAR 2010 COMPREHENSIVE PLAN FUTURE LAND MAP SERIES, AS AMENDED; AMENDING CHAPTER 2, "FUTURE LAND USE ELEMENT." PROVIDING FOR AN AMENDMENT TO THE YEAR 2010 FUTURE LAND USE MAP, AS AMENDED, CHANGING THE FUTURE LAND USE CATEGORY OF FOUR PARCELS, LOCATED ON S DEPOT STREET AND MCGEE ROAD, FROM LOW DENSITY RESIDENTIAL AND RECREATION TO URBAN MIXED TOTALING 17.43 (+/-) ACRES IN SECTION 6, TOWNSHIP 4 NORTH, RANGE 14 WEST AND IN SECTION 1, TOWNSHIP 4 NORTH, RANGE 15 WEST, PARCEL NUMBERS 0606.02-000-000-008.000, 0606.02-000-000-009, 0606.02-000-000-022.000, 1001.01-000-000-007.000; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE, AND PROVIDING FOR AN EFFECTIVE DATE

Motion made to approve second reading and adoption of Ordinance 2024-10 by roll call vote by Council Member Dixon, Seconded by Council Member Carroll.

Voting Yea: Council Member Carroll, Council Member Crews, Council Member Dixon

Mr. Feeney stated the second Ordinance 2024-11 was a small-scale land use amendment for the Holmes County Development Commission. It is 2 parcels; a total of 86.23 acres. The parcels would be changed from Mixed Use to Commercial.

Mr. Feeney read the heading of Ordinance 2024-11.

AN ORDINANCE OF CITY OF BONIFAY, FLORIDA, AMENDING VOLUME III OF THE CITY OF BONIFAY YEAR 2010 COMPREHENSIVE PLAN FUTURE LAND MAP SERIES, AS AMENDED; AMENDING CHAPTER 2, "FUTURE LAND USE ELEMENT." PROVIDING FOR AN AMENDMENT TO THE YEAR 2010 FUTURE LAND USE MAP, AS AMENDED, CHANGING THE FUTURE LAND USE CATEGORY OF TWO PARCELS, LOCATED AT THE INTERSECTION OF I-10 AND S WAUKESHA ST, FROM MIXED USE TO COMMERCIAL TOTALING 86.23 (+/-) ACRES IN SECTION 12, TOWNSHIP 4 NORTH, RANGE 15 WEST, AND SECTION 13, TOWNSHIP 4 NORTH, RANGE 15 WEST, PARCEL NUMBERS 1012.00-000-000-016.000 AND 1013.00-000-000-001.000; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE, AND PROVIDING FOR AN EFFECTIVE DATE.

Motion made to approve second reading and adoption of Ordinance 202-11 by roll call vote by Council Member Dixon, Seconded by Council Member Carroll.

Voting Yea: Council Member Carroll, Council Member Crews, Council Member Dixon

Mr. Feeney requested the Council Members approve a Conditional Use Permit for Ryan Segers. Segers wants to build an accessory apartment for his parents, so he is able to care for them.

City Attorney Holloway requested this be tabled until the next regular session since it the agenda.

Section III, ItemB.

VII. OLD BUSINESS

A. Harrison Settlement Agreement

City Attorney Holloway stated that this is an old case, and the City's insurance companies spent about 10 hours in mediation to reach a settlement agreement. The City would need to pay the \$5,000 deductible. Holloway requested the Council's approval for Mayor Cook to sign the settlement agreement.

Motion made to approve Mayor Cook to sign the settlement agreement by Council Member Dixon, Seconded by Council Member Carroll.

Voting Yea: Council Member Carroll, Council Member Crews, Council Member Dixon

VIII. NEW BUSINESS

A. City Insurance Renewal 10/01/2024

City Clerk Callahan told Council Members that the renewal for insurance coverage with FMIT was \$403,149.00. A quote from PGIT was \$283,926.

Michael Richter, with PGIT, told the Council Members that it came with a 2 year rate lock.

Motion made to approve waving purchase policy and accept the quote from PGIT by Council Member Dixon, Seconded by Council Member Carroll.

Voting Yea: Council Member Carroll, Council Member Crews, Council Member Dixon

B. City Software for Accounting, Payroll, Billing, Budgeting, Work Orders, and Customer Contact

Council Members reviewed quotes for new software from Springbrook, Xpress Solutions, I 3 Verticals, AccuFund, and Edmunds.

Motion made to approve going with Edmunds by Council Member Dixon, Seconded by Council Member Carroll.

Voting Yea: Council Member Carroll, Council Member Crews, Council Member Dixon

C. Resolution 2024-36

Chairman Crews read the heading of Resolution 2024-36.

A RESOLUTION OF THE CITY OF BONIFAY CITY COUNCIL, BONIFAY, FLORIDA, APPROVING AN APPLICATION FOR A STATE OF FLORIDA, RURAL INFRASTRUCTURE FUND (RIF) GRANT FOR THE CONSTRUCTION OF A COMMERCIAL BUILDING IN THE DOWNTOWN CORRIDOR TO SPUR ECONOMIC DEVELOPMENT, PROVIDING AN EFFECTIVE DATE

Motion made to approve adopting Resolution 2024-36 by roll call vote by Council Member Carroll, Seconded by Council Member Dixon.

Section III, ItemB.

Voting Yea: Council Member Carroll, Council Member Crews, Council Member Dixon

IX. COUNCIL / DEPARTMENT SUPERVISORS / CITY ATTORNEY DISCUSSION

Items not listed on Formal Agenda.

A. Personnel Updates

Chairman Crews told the Council Members that the City is contributing 8.3% for the employees going with the Florida State Retirement System; we also have 9 employees that are remaining with Valic, and he would like to ask the Council that we include these 9 employees at the 8.3% also.

Motion made to approve including the employees with Valic at the 8.3% by Council Member Carroll, Seconded by Council Member Dixon.

Voting Yea: Council Member Carroll, Council Member Crews, Council Member Dixon

B. Department Updates

Executive Assistant Sierra Smith told the Council Members that the 50/50 grant for the Fire Department had been approved to be 100% funded, resulting in no cost to the City. They purchased 3 new sets of bunker gear and 9 sections of water hose, totaling nearly \$20,000.

City Clerk Callahan gave an update on City Hall renovation. He stated the painting is almost complete, and Steve Herrington will be coming off of night patrol and be able to devote more time to the renovation.

Chairman Crews reminded everyone of the budget hearing on Thursday night, the 5th.

C. Employee Spotlight

X. ADJOURN

Motion made to adjourn the meeting by Council Member Dixon, Seconded by Council Member Carroll.

Voting Yea: Council Member Carroll, Council Member Crews, Council Member Dixon

Chairman Crews declared the meeting adjourned at 9:36 am.

Persons with disabilities needing special accommodations to participate in this proceeding should contact City Hall at (850) 547-4238, at least five days prior to the proceedings.



MINUTES
CITY COUNCIL MEETING - SPECIAL SESSION
THURSDAY, SEPTEMBER 05, 2024 at 5:01 PM
Bonifay City Hall Council Meeting Room – 301 J Harvey Etheridge St.

I. CALL TO ORDER

Motion made for Council Member Rick Crews to Chair the meeting by Council Member Carroll, Seconded by Council Member Dixon.

Voting Yea: Council Member Carroll, Council Member Crews, Council Member Dixon

Chairman Rick Crews called the meeting to order.

PRESENT

Council Member Shelley Carroll
Council Member Rick Crews
Council Member Eddie Dixon

ABSENT

Mayor Larry Cook
Council Member James Sellers

Also present:

City Clerk Rickey Callahan, Deputy Clerk Tracy Walker, Executive Assistant Sierra Smith, Chief Plant Operator Matt Perry, and Chief of Police Johnny Whitaker

A. Pledge of Allegiance

City Clerk Rickey Callahan led the Pledge of Allegiance.

B. Invocation

City Clerk Rickey Callahan gave invocation.

C. A. READ SUMMARY OF PROPOSED TENTATIVE MILLAGE RATE OF 3.0 MILS

B. OPEN PUBLIC HEARING ON TENTATIVE MILLAGE RATE

.Chairman Rick Crews read the summary of proposed millage rate.

THE CITY COUNCIL OF THE CITY OF BONIFAY, FLORIDA, ADOPTING A TENTATIVE LEVY OF MILLAGE FOR AD VALOREM TAXES OF 3.0000 MILLS WHICH IS 4.21% MORE THAN THE CURRENT YEAR ROLLED-BACK RATE OF 2.8787 FOR THE CITY OF BONIFAY FISCAL YEAR 2025.

Chairman Crews opened the Public Hearing and asked if anyone from the audience cared to comment.

Chairman Crews asked that they state their name and address.

Richard Willsey stated his name, and his address as Happy Hollow Road. Willsey stated that it was a travesty to put this burden of the Ad Valorem tax on the citizens.

Chairman Crews closed the Public Hearing and opened the Special Session.

D. ACTION BY COUNCIL BY COUNCIL TO ADOPT TENTATIVE MILLAGE RATE FOR THE FISCAL YEAR 2024 - 2025 OF 3.0 MILS

Motion made to adopt the tentative Ad Valorem taxes at 3.000 mills for the City of Bonifay for fiscal year 2025 by roll call vote by Council Member Dixon, Seconded by Council Member Carroll.

Voting Yea: Council Member Carroll, Council Member Crews, Council Member Dixon

Chairman Crews announced the date of the final Ad Valorem hearing will be held on September 16, 2024 at 6:00 pm.

E. 1. READ SUMMARY OF TENTATIVE BUDGET FOR FISCAL YEAR 2024 -2025

2. OPEN PUBLIC HEARING ON FISCAL YEAR 2024 - 2025 BUDGET

Chairman Crews read the tentative budget heading.

THE CITY COUNCIL OF THE CITY OF BONIFAY, FLORIDA, ADOPTING A TENTATIVE BUDGET FOR THE ANNUAL PERIOD BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, TO PAY THE ITEMS IN GENERAL OPERATING FUND, SEWER SALARIES, OTHER EXPENSES, CAPITAL OUTLAY EXPENDITURES AND IMPROVEMENTS, AND FOR OTHER SPECIFIED PURPOSES OF THE VARIOUS DEPARTMENTS OF THE CITY OF BONIFAY.

Chairman Crews opened the Public Hearing and asked if anyone from the audience cared to comment.

Chairman Crews asked that they state their name and address.

Richard Willsey stated his name, and his address as Happy Hollow Road. Willsey voiced his concern over the Police Department budget and them operating now, he had concerns for the line

item for furniture asking if it was for the cemetery or City Hall, he stated that Waukesha Way was funded last year, he expressed concern over the budget for Bonifay Fire Rescue having a shift position and the expense this puts on the “backs of the tax payers”, and he spoke about the current year revenue and expenditures.

Emily McCann with Waukesha Way gave a presentation on Waukesha Way being the City's community outreach nonprofit, serving those who live and work in the city. McCann made a request for Waukesha Way to be funded \$20,000 this next fiscal year.

Chairman Crews closed the Public Hearing and opened the Special Session.

F. ACTION BY COUNCIL TO ADOPT FISCAL YEAR 2024 - 2025 TENTATIVE BUDGET

Motion made to adopt the tentative budget in the amount of \$15,706,618.14 for the City of Bonifay for fiscal year 2025 by roll call vote by Council Member Carroll, Seconded by Council Member Dixon.

Voting Yea: Council Member Carroll, Council Member Crews, Council Member Dixon

Chairman Crews announced the date of the final Budget Hearing will be held on September 16, 2024 at 6:00 pm.

II. ADJOURN

Motion made for meeting to adjourn by Council Member Dixon, Seconded by Council Member Carroll.

Voting Yea: Council Member Carroll, Council Member Crews, Council Member Dixon

Chairman Crews declared the meeting adjourned at 5:19 pm.

Persons with disabilities needing special accommodations to participate in this proceeding should contact City Hall at (850) 547-4238, at least five days prior to the proceedings.

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 City of Bonifay, hereinafter referred to as the **UAO**, to execute and deliver to the **FDOT** the agreement identified as Utility Work by Highway Contractor Agreement (At FDOT Expense), hereinafter referred to as the **Agreement**;

NOW, THEREFORE, BE IT RESOLVED BY THE UAO:

That **(Name)** Larry Cook **(Title)** Mayor 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.

ON MOTION of _____ seconded by _____, the above Resolution was introduced and passed by the UAO on the ____ day of _____, year of 2024.

NAME: _____

Title: Mayor

ATTEST: _____

Title: _____

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

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

Financial Project ID: 436269-2-52-02	Federal Project ID: N/A
County: Holmes	State Road No.: 10
District Document No:	
Utility Agency/Owner (UAO): City of Bonifay	

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 SR 10 (US 90) from east of Banfill Avenue to east of Hubbard Street, 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

- a. **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 DEC 1, year of 2024.
- 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.
- d. 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

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

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

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.
- g. 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**.
- i. 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**.
- k. 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 TBD.
(Note: It is the intent of this line to allow either attachment of or separate reference to the permit)
- l. 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:
 - (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.
 - (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.
- g. 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

- a. 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

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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 **FDOT** may use the funds paid by the **UAO** for payment of the cost of the Utility Work.
- f. Payment 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.
- g. 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.
- c. 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.
- 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

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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 Facilities 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.

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- (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 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.

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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.
- f. 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**:
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 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 Bonifay

BY:(Signature)  DATE: _____
(Typed Name: Larry Cook)
(Typed Title: Mayor)

Recommend Approval by the District Utility Office

BY: (Signature) _____ DATE: _____

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FDOT Legal review

BY: (Signature) _____ DATE: _____

District Counsel

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: (Signature) _____ DATE: _____

(Typed Name: Tim Smith, P.E.)
(Typed Title: Director of Transportation Development)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: _____ DATE: _____

(Typed Name: _____)
(Typed Title: _____)

FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK ESTIMATE

December 14, 2016

FDOT PROJECT INFORMATION

Financial Project ID: 436269-2-52-02	Federal Project ID: 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: rckey.callahan@cityofbonifa
UAO Field Rep: Aaron Taylor	Phone: 850-258-2514 E-mail: aaron.taylor@cityofbonifay.co

SECTION A: ITEMIZED COST ESTIMATE

Item	Item Cost (\$)	Overhead (%) (Must use "%" or "" i.e. 10% or 10)	Item Cost + Overhead (\$)
Preliminary Engineering			0
Right of Way Acquisition			0
Construction Engineering			0
Construction Labor	\$19,500.00		\$19,500.00
Materials and Supplies			0
Transportation & Equipment			0
Contract Construction			0
Miscellaneous Expenses			0
Total Cost Estimate =>			\$19,500.00

SECTION B: DEDUCTIONS

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

SECTION C: REIMBURSEMENT

Total Cost Estimate from SECTION A =>	\$19,500.00
Total Deductions from SECTION B =>	0
Total Reimbursement* =>	\$19,500.00

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

UTILITY SIGNATURE

UAO Rep. <u>Larry Cook</u>	Date <u> </u> / <u> </u> / <u> </u>
Name <u>Larry Cook</u>	
Title <u>Mavor</u>	

Exhibit A

436269-2-52-02

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

Grand Total = \$19,500.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RESOLUTION *No. 2024-38*
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT (AT FDOT EXPENSE)

Financial Project ID: 219165-3-52-03	Federal Project ID: N/A
State Road No.: 79	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 City of Bonifay, hereinafter referred to as the **UAO**, to execute and deliver to the **FDOT** the agreement identified as Utility Work by Highway Contractor Agreement (At FDOT Expense), hereinafter referred to as the **Agreement**;

NOW, THEREFORE, BE IT RESOLVED BY THE UAO:

That **(Name)** Larry Cook **(Title)** Mayor 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.

ON MOTION of _____ seconded by _____, the above Resolution was introduced and passed by the UAO on the ____ day of _____, year of 2024.

NAME: _____

Title: Mayor

ATTEST: _____

Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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Financial Project ID: 219165-3-52-03	Federal Project ID: N/A
County: Holmes	State Road No.: 79
District Document No:	
Utility Agency/Owner (UAO): City of Bonifay	

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 SR 79 from SR 10 (US 90) to north of CR 177, State Road No.: 79, 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

- a. **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 DEC 1, year of 2024.
- 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.
- d. 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.
- g. 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**.
- i. 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**.
- k. 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 TBD.
(Note: It is the intent of this line to allow either attachment of or separate reference to the permit).
- l. 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:
 - (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.
 - (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.
- g. 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

- a. 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

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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 **FDOT** may use the funds paid by the **UAO** for payment of the cost of the Utility Work.
- f. Payment 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.
- g. 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.
- c. 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.
- 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

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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 Facilities 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.

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- (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 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.

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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.
- f. 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**:
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 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 Bonifay

BY: (Signature) Larry Cook DATE: _____
(Typed Name: Larry Cook)
(Typed Title: Mayor)

Recommend Approval by the District Utility Office

BY: (Signature) _____ DATE: _____

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FDOT Legal review

BY: (Signature) _____ DATE: _____
District Counsel

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: (Signature) _____ DATE: _____
(Typed Name: Tim Smith, P.E.)
(Typed Title: Director of Transportation Development)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: _____ DATE: _____
(Typed Name: _____)
(Typed Title: _____)

FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK ESTIMATE

December 14, 2016

FDOT PROJECT INFORMATION

Financial Project ID: 219165-3-52-03	Federal Project ID: N/A
State Road Number: 79	County: Holmes
FDOT Plans Dated: 3/13/2024	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@cityofbonifay
UAO Field Rep: Aaron Taylor	Phone: 850-258-2514 E-mail: aaron.taylor@cityofbonifay.co

SECTION A: ITEMIZED COST ESTIMATE

Item	Item Cost (\$)	Overhead (%) (Must use "%" or "." i.e. 10% or .10)	Item Cost + Overhead (\$)
Preliminary Engineering			0
Right of Way Acquisition			0
Construction Engineering			0
Construction Labor	\$45,500.00		\$45,500.00
Materials and Supplies			0
Transportation & Equipment			0
Contract Construction			0
Miscellaneous Expenses			0
Total Cost Estimate =>			\$45,500.00

SECTION B: DEDUCTIONS

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

SECTION C: REIMBURSEMENT

Total Cost Estimate from SECTION A =>	\$45,500.00
Total Deductions from SECTION B =>	0
Total Reimbursement* =>	\$45,500.00

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

UTILITY SIGNATURE

UAO Rep. <u>Larry Cook</u>	Date <u> </u> / <u> </u> / <u> </u>
Name <u>Larry Cook</u>	
Title <u>Mavor</u>	

Exhibit A

219165-3-52-03

12 manholes x \$3,250.00 per manhole = \$39,000.00

2 valves boxes x \$3,250.00 per valve box = \$6,500.00

Grand Total = \$45,500.00