



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	0	0	0	0	0
Operating Costs	\$30,302 <sup>1</sup>	0	0	0	0
External Revenues	(\$45,386) <sup>2</sup>	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match County	0	0	0	0	0
<b>NET FISCAL IMPACT</b>	<b>(\$15,084)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

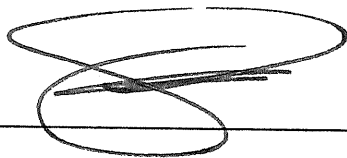
Budget Account No.: Fund 4001<sup>1</sup> Dept. 720 Unit 2470 Object 4615  
 Budget Account No.: Fund 4000<sup>2</sup> Dept. 720 Unit 4200 Rsrc 6992

Is Item Included in Current Budget? Yes  No

Reporting Category N/A

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**


MAP has been paid in full and service installation fees will be collected at the time of connection.

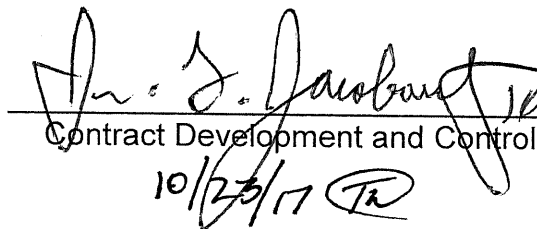


C. Department Fiscal Review: \_\_\_\_\_

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

 10/18/17  
 OFMB QTA 10/18  
 KD 10/12

 10/23/17  
 Contract Development and Control  
 10/25/17 TR

**B. Legal Sufficiency:**

 10/24/17  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**Continued from Page 1**

A) Standard Potable Water and Wastewater Development Renewal Agreement with CHH-GD BOCA RATON REALTY, LLC., SDRA #09-01063-001 (District 5). The Agreement authorizes the Property Owner located in the NW Corner of Ponderosa Rd. and Cobblestone Way, to renew the reservation of 82.85 Equivalent Residential Connections (ERC's) for both water and wastewater for five (5) years.

B) Standard Reclaimed Water Service Agreement – Direct Irrigation System with RD Land, LLC, SDA #05-90025-000 (District 5). The Agreement authorizes the Property Owner located 7366 Boynton Beach, Blvd., Palm Beach County FL 33437, to access reclaimed water for irrigation purposes for five (5) years.

C) Amendment No. 1 to the Utility Work by Highway Contractor Agreement with the Florida Department of Transportation (WUD Contract No. 16-069) (District 5). The original Agreement was approved on June 23, 2016 in the amount of \$26,684 and provides for the relocation of water and wastewater infrastructure along Lyons Road. Amendment No. 1 increases the amount of the original amount of the agreement in the amount of \$30,301.60 due to an increase in unit prices in the FDOT contract.<sup>1</sup> The new amount for utility relocation under the Agreement will total \$56,985.60.

Financial Project ID: 435101-1-52-02	Federal Project ID: 9048-150-C
County: Palm Beach	State Road No.: N/A
District Document No.: 11166	
Utility Agency/ Owner (UAO): Palm Beach County	

**AMENDMENT NUMBER ONE**  
**TO**  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT (LUMP SUM)**

THIS AMENDMENT to the Utility Work by Highway Contractor Agreement ("Agreement") is made and entered into on this 7<sup>TH</sup> day of FEBRUARY, 2017 by and among the Palm Beach County, ("UAO") located in Palm Beach County Florida, and the Florida Department of Transportation ("FDOT" or "Department"), (collectively "Parties").

WHEREAS, the parties entered into a Utility Work by Highway Contractor Agreement (Lump Sum) ("UWHCA") on or about June 23, 2016 (hereinafter "Agreement") wherein the UAO agreed to pay FDOT, to have FDOT contractor perform certain Utility Relocation work for the relocation of UAO's facilities; and,

WHEREAS, the parties wish to modify the Agreement to correct the summary of quantities and cost to relocate water and sanitary facilities:

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

1. The Summary of Quantities on Exhibit A of Agreement to be replace with the following:

Pay Item No.	Item Description	Unit	Quantity
1050-51-206	Utility Pipe, Ductile Iron/Cast Iron, F&I, Water/Sewer, 6"	LF	62
1050-51-208	Utility Pipe, Ductile Iron/Cast Iron, F&I, Water/Sewer, 8"	LF	77
1050-51-216	Utility Pipe, Ductile Iron/Cast Iron, F&I, Water/Sewer, 16"	LF	68
1050-51-108	Utility Fittings, Ductile Iron/Cast Iron, F&I, Elbow, 8"	EA	20
1050-51-116	Utility Fittings, Ductile Iron/Cast Iron, F&I, Elbow, 16"	EA	4

2. The cost of the utility work stated in paragraph number 2 of the original agreement is to be updated has follow:

Original Contract Amount	\$26,684.00
This Change (Amendment 1)	\$30,301.60
<b>Total Contract Amount</b>	<b>\$56,985.60</b>

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

Utility Work by Highway Contractor Agreement Amendment Number One (Lump Sum)

UTILITY:  
PALM BEACH COUNTY,

By: \_\_\_\_\_  
County Administrator or Designee

WITNESSES:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

*See attached*

WATER UTILITIES DEPARTMENT APPROVAL

By: \_\_\_\_\_  
Director of Finance and Administration

Legal Review

By: \_\_\_\_\_  
County Attorney

FLORIDA DEPARTMENT OF TRANSPORTATION

*Stacy Miller*  
\_\_\_\_\_  
Stacy Miller, PE, Director of Development

Recommended Approval by District Utility Office

By: (signature) *Tim Buck* \_\_\_\_\_

FDOT Legal Review  
By: (signature) *Deborah Radtke* \_\_\_\_\_

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT (LUMP SUM)  
AMENDMENT NUMBER 1**

**WITNESSES:**

Signed in the presence of:

Claudia Coyne  
Witness Signature

Claudia Coyne  
Print Name

[Signature]  
Witness Signature

Joseph Colon  
Print Name

**PALM BEACH COUNTY, FLORIDA, ON  
BEHALF OF ITS BOARD OF COUNTY  
COMMISSIONERS**

By: [Signature]  
County Administrator or Designee

**WATER UTILITIES DEPARTMENT APPROVAL**

By: [Signature]  
Director of Finance and Administration

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: [Signature]  
County Attorney

# ATTACHMENT 2

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
 (LUMP SUM)

Form No. 710-010-57  
 UTILITIES  
 07/14

Financial Project ID: 435101-1-52-02	Federal Project ID: 9048-150-C
Financial Project ID:	
Financial Project ID:	
Financial Project ID:	
County: Palm Beach	State Road No.:
District Document No:	
Utility Agency/Owner (UAO): Palm Beach County	

THIS AGREEMENT, entered into this 23 day of JUNE, year of 2016, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "FDOT," and Palm Beach County, hereinafter referred to as the "UAO";

**WITNESSETH:**

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

WHEREAS, the FDOT, is currently engaging in a project which involves constructing, reconstructing, or otherwise changing a public road and other improvements located on a public road or publicly owned rail corridor identified as Lyons Road from Norte Lago to Pine Springs Drive, State Road No. N/A, hereinafter referred to as the "Project"; and

WHEREAS, the Project requires minor modifications to the Facilities or the FDOT's design more particularly described in Exhibit A attached hereto and by this reference made a part hereof, hereinafter referred to as "Utility Work," and full plans and technical specifications for the Utility Work are not required; and

WHEREAS, the FDOT will perform the Utility Work as part of the Project; and

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

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

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

1. **Performance of Utility Work**
  - a. The FDOT will include the Utility Work in its plans and specifications for the Project and will include the Utility Work as part of the FDOT's construction of the Project. The preparation of the plans and specifications and the construction of the Project will be performed in such manner as the FDOT, in its discretion, deemed appropriate.
  - b. All location, protection, relocation, adjustment, or removal of the UAO's Facilities which is not listed in Exhibit A shall be performed pursuant to a separate agreement.
  
2. **Cost of Utility Work**
  - a. The UAO will, at least thirty (30) calendar days prior to the date on which the FDOT advertises the Project for bids, pay the FDOT the amount of \$ 26,684 for the cost of the Utility Work. Said amount will be deposited into the State Transportation Trust Fund.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(LUMP SUM)

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- b. The FDOT and the UAO acknowledge and agree that the amount stated above includes an additional ten percent (10%) to cover the UAO's obligation for the cost of the Utility Work as set forth in Section 337.403(1)(b), Florida Statutes.
- c. Except for costs associated with any changes or additions to the Utility Work, the FDOT and the UAO agree that the deposit shall be an asset of the FDOT and that it constitutes a full and final lump sum payment for the cost of the Utility Work, without any requirement for a subsequent accounting for the use of the deposit.
- d. Pursuant to Section 337.403(1)(b), Florida Statutes, no changes or additions to the Utility Work will be made during the construction of the Project unless the UAO has made an additional deposit to cover the cost of the changes or additions. To the extent that the amount stated in Subparagraph 2.a. above exceeds the amount of the FDOT contractor's bid that applies to the Utility Work, such excess may be applied to cover the cost of the changes or additions. All changes or additions shall be subject to the limitations on supplemental agreements and change orders contained in Section 337.11(8), Florida Statutes.

**3. Default**

- a. In the event that the UAO breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the FDOT may exercise one or more of the following options, provided that at no time shall the FDOT be entitled to receive double recovery of damages:
  - (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the FDOT.
  - (2) Pursue a claim for damages suffered by the FDOT.
  - (3) Suspend the issuance of further permits to the UAO for the placement of Facilities on FDOT property if the breach is material and has not been cured within 60 days from written notice thereof from FDOT until such time as the breach is cured.
  - (4) Pursue any other remedies legally available.
  - (5) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.
- b. In the event that the FDOT breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the UAO may exercise one or more of the following options:
  - (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the UAO.
  - (2) Pursue any other remedies legally available.
- c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties and from any statutory obligations that either party may have with regard to the subject matter hereof.

**4. Indemnification**

**FOR GOVERNMENT-OWNED UTILITIES:**



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(LUMP SUM)

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

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

**FOR NON-GOVERNMENT-OWNED UTILITIES:**

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

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

**5. Force Majeure**

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

**6. Miscellaneous**

- a. To the Facilities shall at all times remain the property of and be properly protected and maintained by the UAO in accordance with the then current Utility Accommodation Manual and the current utility permit for the Facilities.
- b. Pursuant to Section 287.058, Florida Statutes, the FDOT may unilaterally cancel this Agreement for

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(LUMP SUM)

Form No. 710-010-57  
UTILITIES  
07/14

refusal by the UAO to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the UAO in conjunction with this Agreement.

- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the FDOT has manuals and written policies and procedures which shall be applicable at the time of the Project and the relocation of the Facilities and except that the UAO and the FDOT may have entered into other agreements for work not included in Exhibit A for Facilities located within the limits of the Project. Copies of FDOT manuals, policies, and procedures will be provided to the UAO upon request.
- d. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.
- e. Time is of essence in the performance of all obligations under this Agreement.
- 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:

If to the UAO:

Jackie Michels, P.E.
Plan Review Manager
8100 Forest Hill Blvd, West Palm Beach, FL 33413
JMichels@pbcwater.com; 561-493-6116

If to the FDOT:

Tim Brock, P.E.
District Utility Engineer
3400 West Commercial Blvd, Fort Lauderdale, FL 33309
Tim.Brock@dot.state.fl.us; 954-777-4125

**7. Certification**

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT  
(LUMP SUM)

Form No. 710-010-57  
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

UTILITY: Palm Beach County

BY: (Signature) See Pg 6 of 6  
(Typed Name: \_\_\_)  
(Typed Title: \_\_\_)

DATE: \_\_\_\_\_

Recommend Approval by the District Utility Office

BY: (Signature) Timothy W. Brink

DATE: 6/23/2016

FDOT Legal review

BY: (Signature) Drew Adams  
District Counsel

DATE: 6/23/2016

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: (Signature) Stacy L. Miller  
(Typed Name: Stacy L. Miller, P.E.)  
(Typed Title: Director of Transportation Development)

DATE: 6/23/16

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: \_\_\_\_\_  
(Typed Name: \_\_\_)  
(Typed Title: \_\_\_)

DATE: \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT  
&  
UTILITY DESIGN BY FDOT CONSULTANT

WITNESSES:

Signed in the presence of:

PALM BEACH COUNTY, FLORIDA, ON  
BEHALF OF ITS BOARD OF COUNTY  
COMMISSIONERS

Sandra L. Smith  
Witness Signature  
Sandra L. Smith

By: Jim Stiles  
County Administrator or Designee

Judy Provence  
Print Name  
Judy Provence  
Witness Signature  
Judy Provence  
Print Name

WATER UTILITIES DEPARTMENT APPROVAL

By: Debra M. Vest  
Director of Finance and Administration

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: [Signature]  
County Attorney

## **ATTACHMENTS**

1. Appendix A of Assurances – Required Contract Provisions for Federal Aid Contracts
2. Exhibit A – Scope of Services

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS**  
(Appendix A of Assurances)

710-010-08  
UTILITIES  
OGC-02/16

Financial Project ID: 435101-1-52-02	Federal Project ID: 9048-150-C
County: Palm Beach	State Road No.:
District Document No:	
Utility Agency/Owner (UAO): Palm Beach County	

During the performance of this Agreement, the **Utility Agency Owner (UAO)**, for itself, its assignees and successors in interest (hereinafter referred to as the UAO), agrees as follows:

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

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

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

(4) **"Buy America" Material Certification Requirements:** The UAO will use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. The UAO will ensure that all manufacturing processes for this material occur in the United States. As used in this provision, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. Foreign steel and iron may be used when the actual cost of such foreign materials does not exceed 0.1% of the total reimbursable amount of this agreement. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that are not incorporated into the finished work. Prior to incorporating the material into the work, the UAO will provide the Florida Department of Transportation a certification from the manufacturer of steel or iron, or any product containing steel or iron as a component, stating either: a) "that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States" or, b) "that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States except for minimal quantities of foreign steel and iron with an actual cost of \$\_\_\_\_\_."

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS**  
(Appendix A of Assurances)

710-010-08  
UTILITIES  
OGC-02/16

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

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

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

## EXHIBIT A

### Scope of Services 435101-1-52-02 Palm Beach County Water Utilities Department (PBCWUD)

The utility work to be performed under this agreement consists of various modifications to and related items thereto:

1. Protection & Adjustment of Water Valve Boxes at sta72+30 (Escondido Way) to Final Grade.
2. Deflect Existing 8" DIP/PVC Water Main under drainage pipe with DIP and 45° Elbows and restrained joints, as per approved Technical Special Provision (TSP).
3. Deflect Existing 16" DIP Water Main under drainage pipe with DIP and 45° Elbows and restrained joints, as per approved TSP.
4. Deflect Existing 6" DIP/PVC Force Main under drainage pipe with DIP and 45° Elbows and restrained joints, as per approved TSP.

### Summary of Quantities

No.	Item Description	Unit	Quantity
1	Protection & Adjustment of Water Valve Boxes to Final Grade	EA	2
2	Deflect Existing 8" DIP/PVC Water Main under drainage pipe with DIP and 45° Elbows and restrained joints per details 18W/19W as required	EA	3
3	Deflect Existing 16" DIP Water Main under drainage pipe with DIP and 45° Elbows and restrained joints per details 18W/19W as required	EA	2
4	Deflect Existing 6" DIP/PVC Force Main under drainage pipe with DIP and 45° Elbows and restrained joints per details 18W/19W as required	EA	3
5	Bacteriological Testing of Water Main after deflection	LS	1
6	PBCWUD Record Drawing per Standards for all deflections	LF	380