

UWHCA Additional Funds Bid Calculator	
Bid Amount	\$ 475,740.96
Less Initial Contingency	\$ 21,511.00
Construction Est	\$ 454,229.96
2% for CEI	\$ 9,084.60
10% Contingency	\$ 45,423.00
New UWHCA Total	\$ 508,737.56
Less Check Recvd Amount	\$ 375,936.00
Additional funds Amount	\$ 132,801.56

Make payable the funds in the amount of **\$132,801.56** to: **State of Florida Department of Transportation**. Please include the **FPID#: 443597-1-52-02** on the check when issuing.

Mail Check to:
General Accounting Office
605 Suwannee St
MS 42B Attn: LFA
Tallahassee, FL 32399

In His Service,
L. Juliet Ashbourne, Design - Utility Project Manager
State of Florida Department of Transportation
District 4 Utilities Office
3400 W. Commercial Blvd., Ft. Lauderdale, FL 33309
P: (954)777-4126 | juliet.ashbourne@dot.state.fl.us

Working Hours: Tuesday – Friday (7:00 AM – 5:30 PM)

"Effective utility project management is the balance between precision, collaboration, and proactive problem-solving to ensure seamless project delivery."

FDOT Web Address: www.fdot.gov [fdot.gov]



From: Hernandez, Giraldo <ghernandez@ppines.com>
Sent: Tuesday, September 2, 2025 6:51 AM
To: Ashbourne, Juliet <Juliet.Ashbourne@dot.state.fl.us>; Welch, Tim <twelch@ppines.com>
Cc: Rayo, Eliheser <erayo@ppines.com>; England, John <jengland@ppines.com>; Mulvaney, James <jmulvaney@ppines.com>; Kennedy, Karl <kkennedy@ppines.com>; D4-Work Program <D4-WorkProgram@dot.state.fl.us>
Subject: RE: (((CONFIDENTIAL))) ACTION REQUIRED: Authorized Estimate: Additional Local Funds Participation |

EXTERNAL SENDER: Use caution with links and attachments.

Good morning Ms. Ashbourne. Since this correspondence is regarding to Utility related improvements, I will defer this email to my colleague Tim Welch who is our Utilities Director, also here in copy.

Thank you,
Giraldo Hernandez
City of Pembroke Pines
Public Services Dept.
8300 S Palm Dr
Pembroke Pines, FL 33025
O-954-518-9117 C-786-343-1079
ghernandez@ppines.com

From: Ashbourne, Juliet <Juliet.Ashbourne@dot.state.fl.us>

Sent: Friday, August 29, 2025 11:56 AM

To: Hernandez, Giraldo <ghernandez@ppines.com>

Cc: Rayo, Eliheser <erayo@ppines.com>; England, John <jengland@ppines.com>; Mulvaney, James <jmulvaney@ppines.com>; Kennedy, Karl <kkennedy@ppines.com>; D4-Work Program <D4-WorkProgram@dot.state.fl.us>

Subject: (((CONFIDENTIAL))) ACTION REQUIRED: Authorized Estimate: Additional Local Funds Participation | FPID: 443597-1-52-02 | EXECUTED UWHCA (At Utility Expense) | SR-817/UNIVERSITY DR FR N. OF SR-824/PEMBROKE RD TO N. OF JOHNSON ST (City of Pembroke Pines)

This sender is trusted.

(((CONFIDENTIAL))) The Actual Estimate attached (Project Cost Distribution Report) is CONFIDENTIAL and may NOT be shared with potential bidders or the public.

****Please note we have received the Authorized Estimate for the reference project, which requires immediate action.**

-

Good afternoon Mr. Hernandez,

Please find attached the Authorized Estimates - Additional Local Funds Participation with the City of Pembroke Pines.

In accordance with the terms of the UWHCA , Page 3, Paragraph 3-b, you are hereby notified of the **Authorized Estimates** in the amount of **\$132,801.56** for this contract.

The breakdown of estimate is outlined on the updated table below:

Please advise **IMMEDIATELY** if the City will accept the **Authorized Estimate** and submit funds; or revert to the back-out UWS and perform your own adjustments.

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Mail Check to:

**General Accounting Office
605 Suwannee St
MS 42B Attn: LFA
Tallahassee, FL 32399**

In His Service,
L. Juliet Ashbourne, Design - Utility Project Manager
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The City of Pembroke Pines is a public entity subject to Chapter 119 of the Florida statutes concerning public records. Email messages are covered under Chapter 119 and are thus

subject to public records disclosure. All email messages sent and received are captured by our server and retained as public records.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

JARED W. PERDUE, P.E.
SECRETARY

October 31, 2024

Michael F. Bailey
City of Pembroke Pines
8300 S. Palm Drive
Pembroke Pines, FL 33025

Re: Utility Work by Highway Contractor Agreement

County: Palm Beach
Financial No: 443597-1-52-02
Description: University Dr. from N. SR-824/Pembroke Rd. to N. of Johnson St.
Adjustment of the City of Pembroke Pines Facilities

Dear Mr. Bailey,

The Department has executed the Utility Work by Highway Contractor Agreement for the above-referenced project, in the amount of \$375,936.00. This agreement covers the adjustments and installations to your facilities along University Dr. from N. SR-824/Pembroke Pines Rd. to north of Johnson Street outlined in your estimate. Please note that this project utilizes federal funds, and "Appendix A of Assurance" provision applies.

We kindly request that you ensure the check is remitted to the **State of Florida Department of Transportation** on or by before December 19, 2024.

Please ensure that the Financial Project Number is referenced on the check and mail it to the address below:

State of Florida Dept. of Transportation
ATTN: LFA – General Accounting Office
605 Suwannee Street, MS 42B
Tallahassee, FL 32399

Sincerely,

L. Juliet Ashbourne
Utility Project Manager

cc: FDOT Project Manager
File

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

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Financial Project ID: 443597-1-52-02	Federal Project ID:
Financial Project ID:	
Financial Project ID:	
Financial Project ID:	
County: Broward	State Road No.: 817
District Document No:	
Utility Agency/Owner (UAO): City of Pembroke Pines	

THIS AGREEMENT, entered into this 31st day of October, year of 2024, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "FDOT", and City of Pembroke Pines, 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 University Dr. from N. SR-824/Pembroke Rd. to N. of Johnson St., State Road No.: 817, hereinafter referred to as the "Project"; and

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

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

WHEREAS, the 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 UAO, 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, at UAO's sole cost and expense, a final engineering design, plans, technical special provisions, a cost estimate, and a contingency Utility Work Schedule (said contingency schedule to be used in the case of a bid rejection) for the Utility Work (hereinafter referred to as the "Plans Package") on or before N/A, year of _____.
- 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 Plans Preparation Manual in effect at the time the Plans Package is prepared, and the FDOT's contract documents for the Project. If the FDOT's Plans Preparation Manual has been updated and conflicts with the Utility Accommodation Manual, the Utility Accommodation Manual shall apply where such conflicts exist.

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- 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 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: Production. 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 times 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: Everything not specifically included in the scope of services. These exceptions shall be handled by separate arrangement.
- j. If any facilities of the UAO located within the project limits are discovered after work on the project commences to be qualified for relocation at the FDOT's expense, but not previously identified as such, the UAO shall file a claim with the FDOT for recovery of the cost of relocation thereof. The filing of the claim shall not necessarily entitle the UAO to payment, and resolution of the claim shall be based on a determination of fault for the error. The discovery of facilities not previously identified as being qualified for relocation at the FDOT's expense shall not invalidate this Agreement.
- k. 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.
- l. 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).

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. If the portion of the bid of the contractor selected by the FDOT which is for performance of the Utility Work exceeds the FDOT's official estimate for the Utility Work by more than ten percent (10%) and

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the FDOT does not elect to participate in the cost of the Utility Work pursuant to Section 337.403(1)(b), Florida Statutes, the UAO may elect to have the Utility Work removed from the FDOT's contract by notifying the FDOT in writing within 10 days from the date that the UAO is notified of the bid amount. Unless this election is made, the Utility Work shall be performed as part of the Project by the FDOT's contractor.

- d. If the UAO elects to remove the Utility Work from the FDOT's contract in accordance with Subparagraph 2. c., the UAO shall perform the Utility Work separately pursuant to the terms and conditions of the FDOT's standard relocation agreement, the terms and conditions of which are incorporated herein for that purpose by this reference, and in accordance with the contingency relocation schedule which is a part of the Plans Package. The UAO shall proceed immediately with the Utility Work so as to cause no delay to the FDOT or the FDOT's contractor in constructing the Project.
- e. 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: General Engineering Inspection 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 FDOT procedures.
- f. Except for the inspection, testing, monitoring, and reporting to be performed by the UAO in accordance with Subparagraph 2. e., the FDOT will perform all contract administration for its construction contract.
- g. The UAO shall fully cooperate with the FDOT and the FDOT's contractor in all matters relating to the performance of the Utility Work.
- h. 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.
- i. The UAO shall not make any changes to the Plans Package after the date on which the FDOT's contract documents are mailed 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. The UAO 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 FDOT. The UAO shall not be responsible for the cost of delays caused by such adjustments or changes unless they are attributable to the UAO pursuant to Subparagraph 4.a.
- b. The initial estimate of the cost of the Utility Work is \$375,936.20. At such time as the FDOT prepares its official estimate, the FDOT shall notify the UAO of the amount of the official estimate for the Utility Work. Upon being notified of the official estimate, the UAO shall have five (5) working days within which to accept the official estimate for purposes of making deposits and for determining any possible contribution on the part of the FDOT to the cost of the Utility Work, or to elect to have the Utility Work removed from the FDOT's contract and performed separately pursuant to the terms and conditions set forth in Subparagraph 2. d. hereof.
- c. At least forty-five (45) calendar days prior to the date on which the FDOT advertises the Project for

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bids, the UAO will pay to the FDOT an amount equal to the FDOT's official estimate; plus 2% for mobilization of equipment for the Utility Work, additional maintenance of traffic costs for the Utility Work, administrative costs of field work, tabulation of quantities, Final Estimate processing and Project accounting (said amounts are to be hereinafter collectively referred to as the Allowances); plus 10% of the official estimate for a contingency fund to be used as hereinafter provided for changes to the Utility Work during the construction of the Project (the Contingency Fund).

- d. 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 UAO, 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 FDOT Comptroller's Office prior to execution of this agreement.
- e. If the portion of the contractor's bid selected by the FDOT for performance of the Utility Work exceeds the amount of the deposit made pursuant to Subparagraph c. above, then subject to and in accordance with the limitations and conditions established by Subparagraph 2. c. hereof regarding FDOT participation in the cost of the Utility Work and the UAO's election to remove the Utility Work from the Project, 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 obligation of the UAO for the cost of the Utility Work, plus Allowances and 10% Contingency Fund. The FDOT will notify the UAO as soon as it becomes apparent the accepted bid amount plus allowances and contingency is in excess of the advance deposit amount; however, failure of the FDOT to so notify the UAO shall not relieve the UAO from its obligation to pay for its full share of project costs on final accounting as provided herein below. In the event that the UAO is obligated under this Subparagraph 3.e. to pay an additional amount and the additional amount that the UAO is obligated to pay does not exceed the Contingency Fund already on deposit, the UAO shall have sixty (60) calendar days from notification from the FDOT to pay the additional amount, regardless of when the accepted bid is posted.
- f. If the accepted bid amount plus allowances and contingency is less than the advance deposit amount, the FDOT will refund the amount that the advance deposit exceeds the bid amount, plus allowances and contingency if such refund is requested by the UAO in writing and approved by the Comptroller of the FDOT or his designee.
- g. Should contract modifications occur that increase the UAO's share of total project costs, the UAO will be notified by the FDOT accordingly. The UAO agrees to provide, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the FDOT is sufficient to fully fund its share of the project costs. The FDOT shall notify the UAO as soon as it becomes apparent the actual costs will overrun the award amount; however, failure of the FDOT to so notify the UAO shall not relieve the UAO from its obligation to pay for its full share of project costs on final accounting as provided herein below.
- h. The FDOT may use the funds paid by the UAO for payment of the cost of the Utility Work. The Contingency Fund may be used for increases in the cost of the Utility Work which occur because of quantity overruns or because of adjustments or changes in the Utility Work made pursuant to Subparagraph 2. h. Prior to using any of the Contingency Fund, the FDOT will obtain the written concurrence of the person delegated that responsibility by written notice from the UAO. The delegatee shall respond immediately to all requests for written concurrence. If the delegatee refuses to provide written concurrence promptly and the FDOT determines that the work is necessary, the FDOT may proceed to perform the work and recover the cost thereof pursuant to the provisions of Section 337.403(3), Florida Statutes. In the event that the Contingency Fund is depleted, the UAO shall, within fourteen (14) calendar days from notification from the FDOT, pay to the FDOT an additional 10% of the total obligation of the UAO for the cost of the Utility Work established under

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Subparagraph 3. e. for future use as the Contingency Fund.

- i. Upon final payment to the Contractor, the FDOT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (360) days. All project cost records and accounts shall be subject to audit by a representative of the UAO for a period of three (3) years after final close out of the Project. The UAO will be notified of the final cost. Both parties agree that in the event the final accounting of total project costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the FDOT to the UAO in accordance with Section 215.422, Florida Statutes. In the event said final accounting of total project costs is greater than the total deposits to date, the UAO will pay the additional amount within forty (40) calendar days from the date of the invoice. The UAO agrees to pay interest at a rate as established pursuant to Section 55.03, Florida Statutes, on any invoice not paid within the time specified in the preceding sentence until the invoice is paid.

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.
- d. The FDOT may withhold payment of surplus funds to the UAO until final resolution (including any actual payment required) of all claims relating to the Utility Work. The right to withhold shall be limited to actual claim payments made by the FDOT to the FDOT's contractor.

5. Out of Service Facilities

No Facilities shall be placed out of service unless specifically identified as such in the Plans. 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 the UAO. In the event of a breach of this Agreement by the 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 respond to information requests of the FDOT or other permittees using or seeking use of the right of

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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. 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. 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.
 - (6) Pursue any other remedies legally available.
 - (7) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.
- b. In the event that the FDOT breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the UAO may exercise one or more of the following options:
 - (1) Terminate this Agreement if the breach is material and has not been cured within sixty (60) days from written notice thereof from the UAO.

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

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

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UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
 (AT UTILITY EXPENSE)

710-010-22
 UTILITIES
 OGC - 06/19

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 of 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:

If to the UAO:

Michael F. Bailey, P.E., Utility Director
 8300 S. Palm Drive, Pembroke Pines, FL 33025
 mfb Bailey@ppines.com (954)518-9073

If to the FDOT:

Kadian McLean, District Utilities Administrator
 3400 W. Commercial Blvd., Ft. Lauderdale, FL 33309
 Kadian.McLean@dot.state.fl.us (954)777-4128

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

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

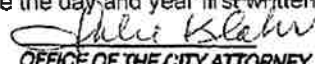
710-010-22
 UTILITIES
 OGC - 05/19

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.

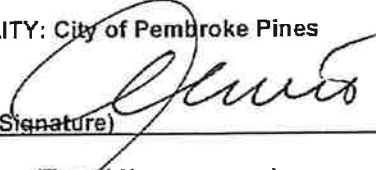
You MUST signify by selecting or checking which of the following applies:

- ☒ 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.

APPROVED AS TO LEGAL FORM

 OFFICE OF THE CITY ATTORNEY
 DATED: 10/21/24

UTILITY: City of Pembroke Pines

BY: (Signature) 

(Typed Name: _____)

(Typed Title: _____)

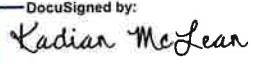
DATE: 10/21/24

Recommend Approval by the District Utility Office

10/30/2024 | 12:03 PM EDT

BY: (Signature)

DocuSigned by:



466A0F2046E040B...

DATE: _____

FDOT Legal review

10/30/2024 | 12:11 PM EDT

BY: (Signature)

DocuSigned by:



1A2D0B702877485

DATE: _____

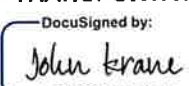
District Counsel

STATE OF FLORIDA
 DEPARTMENT OF TRANSPORTATION

10/31/2024 | 4:17 PM EDT

BY: (Signature)

DocuSigned by:



A534C0F0F7084A5

DATE: _____

(Typed Name: John P. Krane, P.E.)

(Typed Title: Director of Transportation Development)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: _____

DATE: _____

(Typed Name: _____)

(Typed Title: _____)

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

710-010-22
UTILITIES
OGC - 08/19

Attachments

443597-1-52-02

1. Exhibit A – Scope of Services
2. Appendix A of Assurances
3. Three Party Escrow Agreement

EXHIBIT A
Scope of Services
443597-1-52-02

The utility work to be performed under this agreement consists of adjustment, and installation to the City of Pembroke Pines facilities. Specifically, this covers valve boxes adjustments, manhole adjustments, installation of utility pipes.

Summary of Quantities

Item No.	Description	Unit	Quantity
425 6	VALVE BOXES, ADJUST	EA	12
425 6 1	METER BOXES, ADJUST	EA	0
425 5 1	MANHOLE, ADJUST, UTILITIES	EA	1
1050 18004	UTILITY PIPE, PLUG & PLACE OUT OF SERVICE, 8-19.9"	LF	700
1050 31212	UTILITY PIPE- POLY VINYL CHLORIDE, FURNISH & INSTALL, WATER/SEWER, 12"	LF	20
1050 42214	UTILITY PIPE- HIGH DENSITY POLYETHYLENE, FURNISH & INSTALL, WATER/SEWER, 14"	LF	720
1055 41414	UTILITY FITTINGS FOR PE PIPE, FURNISH & INSTALL, UNION, 14"	EA	2
1055 51112	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, FURNISH & INSTALL ELBOW, 12"	EA	2
1055 51114	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, FURNISH & INSTALL ELBOW, 14"	EA	2
1055 51314	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, FURNISH & INSTALL REDUCER, 14"	EA	2
1055 51512	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, FURNISH & INSTALL, CAP/PLUG, 12"	EA	2
1060 11211	UTILITY STRUCTURE, BELOW GROUND, F&I, WATER/SEWER, 0 - 80 FT3, 0 - 6'	EA	1
1080 21112	UTILITY FIXTURE, VALVE/METER BOX, FURNISH & INSTALL, 12"	EA	2
1080 23112	UTILITY FIXTURE- TAPPING SADDLE/SLEEVE, FURNISH & INSTALL, 12"	EA	2
1080 24112	UTILITY FIXTURE, VALVE ASSEMBLY, FURNISH AND INSTALL, 12"	EA	2
1080 26102	UTILITY FIXTURE, VAC/AIR ASSEMBLY, FURNISH & INSTALL 2"	EA	1
1080 27112	UTILITY FIXTURE- LINE STOP ASSEMBLY, FURNISH AND INSTALL, 12"	EA	2
1080 33112	UTILITY FIXTURE, PLUG VALVE, FURNISH AND INSTALL 12"	EA	2

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

710-010-08
 UTILITIES
 OGC-06/24

Financial Project ID: 443597-1-52-02	Federal Project ID:
County: Broward	State Road No.: 817
District Document No:	
Utility Agency/Owner (UAO): City of Pembroke Pines	

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" Requirements:** The UAO will use domestic steel and/or iron products incorporated into the finished work in compliance with the Buy America provisions of 23 CFR 635.410 as amended. As used in this provision, "steel and/or iron products" means manufactured products that are predominately steel and/or iron products and that are not otherwise exempt from Buy America requirements pursuant to rules and regulations of the Federal Highway Administration. As used in this provision, "domestic" means products that are manufactured in the United States which have not undergone any manufacturing process outside of the United States that modified 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 and/or iron product is taken outside the United States for any manufacturing process, it becomes foreign source steel and/or iron products. The UAO may incorporate into the finished work foreign source steel and/or iron products as long as the actual cost of such foreign products does not exceed 0.1% of the total amount of this Agreement, or \$2,500.00 whichever is greater. The UAO will retain documentation verifying compliance with the Buy America provision of this Agreement for a period of 3 years after final payment of the finished work. Upon request, the UAO will provide the documentation verifying compliance with the Buy America provision of this Agreement.

(5) **Additional "Buy America" Requirements:** The UAO will comply with 2 CFR 184 and 2 CFR 200.322, which includes the Buy America Preferences for Infrastructure Projects of the Build America, Buy America Act (BABA) and Domestic Preferences for Procurements. The UAO will use Manufactured Products that are consumed in, incorporated into, or affixed to an infrastructure project that are manufactured in the United States, in accordance with BABA requirements and applicable waivers. The UAO will use non-ferrous metals, plastic and polymer-based products, glass, lumber, and drywall articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project that are manufactured in the United States, in accordance with BABA requirements.

As used in 2 CFR 184, "construction material" means materials that are predominately non-ferrous metals, plastic and polymer-based products, glass, optical fiber, fiber optic cable, lumber, and drywall articles, materials, and supplies that are not otherwise exempt from Buy America requirements pursuant to rules and regulations of the Federal Highway Administration. As used in this provision, "domestic" means construction materials that are manufactured in the United States which have not undergone any manufacturing process outside of the United States that modified 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 or as defined in 2 CFR 184. If a construction material is taken outside the United States for any manufacturing process, it becomes foreign source construction material.

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

710-010-08
UTILITIES
OGC-06/24

The UAO will retain documentation verifying compliance with the Build America, Buy America provision of this Agreement for a period of 3 years after final payment of the finished work. Upon request, the UAO will provide the documentation verifying compliance with the Build America, Buy America provision of this Agreement. The UAO will provide a certification with the invoice that states the following: "The UAO certifies that all products that are predominately steel and/or iron are domestic products in compliance with the Buy America provisions of 23 CFR 635.410. The UAO certifies that all products that are predominately construction materials are domestic products in compliance with the Buy America provisions of 2 CFR 184. The UAO certifies that all manufactured products are domestic products in compliance with the Buy America provisions of 2 CFR 184 and applicable waivers."

(6) **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.

(7) **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.

(8) **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.

**PROPOSED RESOLUTION NO. 2024-R-44
RESOLUTION NO. 3884**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PEMBROKE PINES, FLORIDA; APPROVING AND AUTHORIZING THE EXECUTION OF THE UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION IN AN AMOUNT NOT TO EXCEED \$375,936.20; DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; DIRECTING THE CITY CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation ("FDOT") shall be conducting a road improvement and maintenance project on a portion of University Drive between the intersections of Pembroke Road and Johnson Street ("Project"); and

WHEREAS, the Project generally consists of the installation of bike lanes and sidewalks as well as drainage, lighting, and signalization improvements; and

WHEREAS, the City owns and operates water sewer infrastructure located within the area that is being impact by the Project and FDOT is requiring the City to move or otherwise relocate all water sewer infrastructure that is in conflict with the Project, including a 12-inch sewer force main; and

WHEREAS, City staff has assessed the work required of the City under the scope of the Project and has concluded that entering into the Utility Work by Highway Contractor Agreement to allow FDOT's contractor for the Project to move the City's impacted water and sewer infrastructure and build a new force main on the City's behalf provides an efficient means to ensure that the Project may be implemented successfully and without further delay or additional costs to the City; and

PROPOSED RESOLUTION NO. 2024-R-44
RESOLUTION NO. 3884

WHEREAS, the Commission finds that it is in the best interest of the health, safety, and welfare of the citizens and residents of the City of Pembroke Pines to enter into the Utility Work by Highway Contractor Agreement with FDOT for a maximum amount not to exceed \$375,936. 20, inclusive of 2% of the costs for allowances and 10% of the expected costs for contingencies.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PEMBROKE PINES, FLORIDA, AS FOLLOWS:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The City Commission hereby authorizes the execution of the Utility Work by Highway Contractor Agreement with the Florida Department of Transportation for a total amount of \$375,936. 20, inclusive of 2% of the costs for allowances and 10% of the expected costs for contingencies.

Section 3. The appropriate City officials are hereby authorized and directed to take any and all action necessary to effectuate the intent of this Resolution. The City Manager is authorized to sign the Utility Work by Highway Contractor Agreement.

Section 4. The City Clerk is hereby directed to transmit a copy of this resolution to the Florida Department of Transportation.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

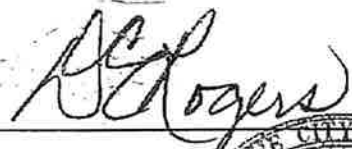
Section 5. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 6. This Resolution shall become effective immediately upon its passage and adoption.

PROPOSED RESOLUTION NO. 2024-R-44
RESOLUTION NO. 3884

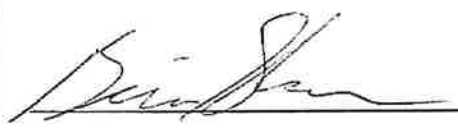
PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF
PEMBROKE PINES, FLORIDA, THIS 16TH DAY OF OCTOBER 2024.

ATTEST:


DEBRA E. ROGERS



APPROVED AS TO FORM:


OFFICE OF THE CITY ATTORNEY

CITY OF PEMBROKE PINES, FLORIDA

By: 
MAYOR ANGELO CASTILLO

- | | |
|-----------|------------|
| CASTILLO | <u>AYE</u> |
| GOOD | <u>AYE</u> |
| HERNANDEZ | <u>AYE</u> |
| RODRIGUEZ | <u>AYE</u> |
| SCHWARTZ | <u>AYE</u> |



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 18.

File ID: 2024-R-44	Type: Resolution	Status: Passed
Version: 1	Agenda Section:	In Control: City Commission
		File Created: 10/08/2024
		Final Action: 10/16/2024

Short Title: Reso 2024-R-44 FDOT Agreement

Title: MOTION TO ADOPT PROPOSED RESOLUTION NO. 2024-R-44

PROPOSED RESOLUTION 2024-R-44 IS A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PEMBROKE PINES, FLORIDA; APPROVING AND AUTHORIZING THE EXECUTION OF THE UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION IN AN AMOUNT NOT TO EXCEED \$375,936.20; DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; DIRECTING THE CITY CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

***Agenda Date:** 10/16/2024

Enactment Date: 10/16/2024

Agenda Number: 18.

Enactment Number: 3884

Internal Notes:

Attachments: 1. 2024 - RESO - Utility Work by Highway Contractor Agreement (00622567xC4B6A), 2. 443597-1-52-02 UWHCA_City of Pembroke Pines

Related Files:

1	City Commission	10/16/2024	adopt	Pass
Action Text: A motion was made by Vice Mayor Good Jr., seconded by Commissioner Hernandez, to adopt Proposed Resolution No. 2024-R-44. The motion carried by a unanimous vote.				

SUMMARY EXPLANATION AND BACKGROUND:

Agenda Request Form Continued (2024-R-44)

1. The Florida Department of Transportation (FDOT) has jurisdiction over University Dr within the corporate limits of Pembroke Pines.
2. FDOT shall be conducting an improvement project on University Dr from Johnson St to Pembroke Rd. The improvements generally consist of installation of bike lanes and sidewalks, and drainage, lighting, and signalization improvements.
3. Pembroke Pines owns and operates water and sewer infrastructure within the project limits, and said infrastructure is located within FDOT's right-of-way via permit from FDOT. Conditions of the permit include that the City must relocate or adjust its infrastructure to accommodate the construction and finished road conditions, as required. FDOT has identified 1 sewer manhole and 12 water/sewer valve boxes that will need to be adjusted to match the new pavement elevations. They have also identified a 12-inch sewer force main that will be in conflict with their new drainage at several points for approximately 700 feet and will need to be relocated or replaced.
4. Utilities Staff has reviewed the required work, and particularly the force main relocation/replacement, and concludes that it would be in the best interests of the City to have FDOT's project contractor make the utility adjustments as part of their scope of work. The alternative would be for the City to expeditiously hire a contractor to build a new force main and perform the work quickly enough to avoid conflicts or delays with FDOT's project, which could have financial consequences for the City.
5. To that end, Staff has worked with FDOT to prepare a Utility Work by Highway Contractor Agreement wherein FDOT will include the utility adjustments, and construction of a new force main (which has been designed by the City's consulting engineer CPH) in the scope of their roadway project, at the City's expense. The estimated cost to the City of this work is \$375,936.20 which includes 2% for allowances and 10% for contingencies. Any portion not used for this work will be refunded to the City. Likewise, an increase in the cost of the work will be at the City's expense. The funds are due to FDOT by December 4, 2024.
6. Staff recommends that the City Commission adopt proposed Resolution No. 2023-R-44.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** \$375,936.20
- b) **Amount budgeted for this item in Account No:** Funds are available in account 471-535-6021-663192-0000-000-0000 (Sewer Lines)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Not Applicable:

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	N/A	N/A	N/A	N/A	N/A
Expenditures	\$375,936.20	N/A	N/A	N/A	N/A
Net Cost	\$375,936.20	N/A	N/A	N/A	N/A

- e) **Detail of additional staff requirements:** Not Applicable.

Agenda Request Form Continued (2024-R-44)

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.**
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? N**