



OFFICE OF THE COUNTY ATTORNEY

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MEMORANDUM

DATE: August 7, 2019

TO: Sia Mollanazar, P.E., County Engineer, Deputy Director – Engineering Services, Public Works Department

THROUGH: Mitchell O. Palmer, County Attorney Approved by *M. Palmer 8-8-2019*

FROM: Pamela J. D'Agostino, Assistant County Attorney Approved by *P. D'Agostino 8-7-2019*

RE: **44th Avenue East – 45th Street East to 44th Avenue Plaza East (6086980) Florida Power and Light Facilities Relocation Agreement; CAO Matter No. 2019-0394**

Issue Presented:

In this Request for Legal Services (RLS), you have asked the County Attorney's Office (CAO) to legally review a Florida Power and Light (FPL) Facilities Relocation Agreement (Agreement) which has been revised in response to comments provided by me in a memorandum dated August 28, 2018, in response to CAO Matter No. 2018-0386 (wherein I reviewed the original draft of this Agreement).

Brief Answer:

I have reviewed the revised Agreement and my observations and recommended changes are below and attached. Although I am unable to approve the revised Agreement as written, attached is an Agreement for staff's use which is legally acceptable. Provided staff proceeds consistent with my advice, I have no objection from a legal standpoint to the attached Agreement being presented to the Board for review and consideration. While I express no opinion of the business judgment of entering into this Agreement, the decision to enter into this Agreement is a business decision that the Board has the authority to make.

* Board Certified in Construction Law

** Board Certified in City, County, & Local Government Law

Facts:

As explained in my prior memorandum, various existing FPL facilities need to be relocated to accommodate the County's construction of the Braden River Segment of the 44th Avenue East Road Improvement Project (from 45th Street East to 44th Avenue Plaza East). In that memorandum and its attachments, I advised staff of numerous concerns I had with the Agreement, the most significant being summarized as follows:

- Article 5.2 (Cost Estimate) – The amounts listed were inconsistent with the amounts listed in Exhibit C.
- Article 5.5.2 (Credits) – This required the relocation to be performed within 90 days of the date the County received the estimate in order to receive the credit.
- Articles 5.7 and 6.0 (Final Bill and Inspections) – These resulted in a potential “catch 22” with respect to deadlines.
- Article 7.4 (Indemnification) – This was patently unfair, likely unlawful, and negated the sovereign immunity protections afforded by Section 768.28, Florida Statutes.
- Article 7.5 (Insurance) – This needed considerable revision.
- Article 7.6 (Contractor Indemnification) – This was patently unfair, likely unlawful, and indemnified FPL for its own negligence.
- Article 7.11 (Delegation of Power and Duties Notice) – This listed County employees by name rather than by job title and did not include the County Attorney.
- Article 7.12 (Notification of FPL Facilities, Form 360) – This referenced a document which was purportedly attached, but was not provided with RLS for review or listed as a formal exhibit to the Agreement.
- Signature Page – This did not comply with the County's standard signature block.
- Exhibit A – This did not clearly describe the property where FPL's facilities would be relocated pursuant to the Agreement.
- Exhibit B – This used acronyms.
- Exhibit C – This contained dates and amounts which were not consistent with the Agreement and had confusing page numbers.

Discussion:

In this RLS, staff purports that revisions have been made in response to the comments provided in my prior response memorandum. Staff also advised the following:

- FPL has chosen not to modify Articles 5.7 and 6.0.
- FPL's Risk Management and Legal Departments have modified my proposed language for Article 7.4.
- Manatee County staff are still listed by name and title in Article 7.11.

Based on my second review, I have the following concerns and recommendations:

- Article 1.2 (Date Cost Estimate Received) – This defines a term which is never used on the Agreement. I recommend revising this to add a definition for the words “received,” “receives,” and “receipt” and revising other articles of the Agreement consistent with this definition and for clarity.
- Article 5.2 (Cost Estimate) – The amounts listed here are still not consistent with those stated in Exhibit C. I recommend staff either request that this article be revised consistent with Exhibit C, request that Exhibit C be revised consistent with this article, or explain why these amounts are correct despite this discrepancy with Exhibit C.
- Article 5.3 (Duration of Cost Estimate) – This purports that the cost estimate (the amounts in Article 5.2 as set out in detail in Exhibit C) are valid only for ninety days from the date the estimate was received. The Agreement, unfortunately, does not specify when the estimate was received. The first page of Exhibit C is a letter dated April 10, 2019, which first states that the “non-binding Preliminary Estimate” is valid for 180 days. It later says that the “Detailed Estimate” is only valid for 90 days. The “Summary Estimate of Cost” portion of Exhibit D says it is valid through October 31, 2019. Because I am unable to identify when the cost estimate was received and determine the time frame when the estimate is valid, I recommend this article be revised to clear up this ambiguity.
- Articles 5.5.2 (Credits) – FPL’s attorney has asserted this language is correct and has advised that the language means that (1) the credit is only applied if (a) the credit is paid by the County, and (b) the relocation is performed and (2) that relocation does not have to be performed in 90 days, but the credit cannot be applied to any other County project other than the one that is the subject of the Agreement. I respectfully disagree with the interpretation of FPL’s attorney and therefore recommend revising this article to clearly state the intention of the parties.
- Article 5.5.3 (Credits) – This article is ambiguous and therefore warrants revision.
- Articles 5.7 and 6.0 (Final Bill and Inspections) – These still result in a potential “catch 22” with respect to deadlines. In light of FPL’s unwillingness to provide the County at least 45 days to make final payment, I recommend staff send the 30-day inspection notice as the work is nearing completion, as opposed to waiting until after the work has been completed.
- Article 7.4 (Indemnification) – This is still patently unfair, likely unlawful, and negates the sovereign immunity protections afforded by Section 768.28, Florida Statutes. This requires the County to indemnify FPL for damage or injury caused by FPL’s own negligence. Now, the only negligence of FPL which is exempted from this indemnification requirement is when the damage or liability is due to or caused by the sole gross negligence of FPL. I still recommend this article be

revised.

- Article 7.6 (Contractor Indemnification) – This is still patently unfair and likely unlawful. It requires the Contractor to indemnify FPL for damage or injury caused by FPL’s own negligence. Now, the only negligence of FPL which is exempted from this indemnification requirement is when the damage or liability is due to or caused by the sole gross negligence of FPL. I still recommend this article be revised.
- Article 7.11 (Delegation of Power and Duties Notice) – This still lists County employees by name rather than by job title. I have consistently advised staff that notice provisions in agreements should list specific job titles, not specific people as employees can transition to another job within the County or even leave their employment at any time. Accordingly, I still recommend this article be revised.
- Article 7.12 (Notification of FPL Facilities, Form 360) – The referenced document has now been provided by staff and was legally reviewed. I recommend the article be revised to describe it as an actual exhibit (Exhibit D). Staff should take note that if the Board approves this Agreement, the Chair must execute two copies of Agreement and two copies if this form.
- Exhibit A – This exhibit is an aerial depiction of over 1,445 acres of land within the County and covers land which I believe is not the subject of this project or the relocation pursuant to it. I recommend staff develop a better exhibit which only shows the property and FPL facilities which will be impacted by the project. Also, this exhibit has a page number reference which is confusing (“1 of 15”). If this is only a one-page exhibit, I recommend it be revised to say “1 of 1,” not “1 of 15.”
- Exhibit B – This exhibit still uses acronyms. I recommend this exhibit be revised to spell out acronyms. I further recommend the page numbering on this exhibit be corrected as the first page says “2 of 15.”
- Exhibit C – This exhibit now includes a letter which creates more confusion and therefore I recommend the letter be removed from this exhibit. The last two pages of the exhibit appear to have generally the same information, but the amounts are not consistent with Article 5.2 of the Agreement and the page numbering is confusing. I recommend staff either request that this exhibit be revised consistent with Article 5.2, request that Article 5.2 be revised consistent with this exhibit, or explain why these amounts are correct despite this discrepancy with Article 5.2. I further recommend staff revise to address the confusing page numbering. Also, the language on this exhibit relative to the validity of the estimate is not consistent with the Agreement provided by staff. If the Agreement is not revised, staff should request that this language be removed. Alternatively, I have revised the Agreement such that this language is valid and can be relied upon. Finally, unless there is a reason for this page appearing twice, I recommend the last page be removed.

Attached is the Agreement further revised to address all of my concerns and drafted in 12-point Arial font and otherwise reformatted in an effort to adhere to Americans with Disabilities (ADA) requirements consistent with County policy. It has been my experience that entities like FPL are, understandably, reluctant to allow any reformatting or revisions to their agreements, but I have on several occasions been able to convince FPL and others to permit certain revisions or reformatting. Staff should discuss with FPL the recent ADA litigation and seek approval to reformat as needed.

Manatee County enters into numerous agreements and transactions with FPL each year and FPL's cooperation will be a critical factor in whether or not the County is able to make the documents in furtherance of these agreements and transactions accessible to the entire community, including those with disabilities. Staff would be wise to approach FPL to discuss how to comprehensively balance both FPL's desire to use standardized agreements with our obligation to comply with the ADA.

Conclusion:

The Agreement provided is not legally acceptable to present to the Board. The attached revised Agreement may be used instead if FPL is agreeable to the changes and the exhibits are revised as recommended. Provided staff uses the attached Agreement and otherwise proceeds consistent with my advice, I have no objection to this Agreement being presented to the Board for consideration. I express no opinion as to the business judgment of entering into this Agreement. This completes my response to your RLS. Please contact me if you have any questions or if I can be of further assistance.

Copies with attachments to:

Cheri Coryea, County Administrator
John Osborne, AICP, Infrastructure and Strategic Planning Official – Deputy
County Administrator
Karen M. Stewart, CECD, Economic Development Official – Acting Deputy
County Administrator
Chad Butzow, P.E., Director, Public Works Department
Jeff Streitmatter, P.E., Project Management Division Manager, Public Works
Department
Chris Mowbray, P.E., Highway Engineering Division Manager, Public Works
Department
Eric Shroyer, P.E., Project Manager, Public Works Department

**FACILITIES RELOCATION AGREEMENT
(FPL – TRANSMISSION)**

THIS FACILITIES RELOCATION AGREEMENT (“**Agreement**”) is made and entered into this _____ day of _____, 2019, by and between Manatee County, a political subdivision of the State of Florida (hereinafter called the “**Applicant**”), and FLORIDA POWER & LIGHT COMPANY, a Florida corporation (hereinafter called “**FPL**”).

WITNESSETH:

WHEREAS the Applicant intends to construct certain road improvements and will require the relocation of certain incompatible and conflicting portions of FPL’s Facilities (as defined in Article 1.2 below); and

WHEREAS FPL will incur costs in the relocation of FPL’s existing and proposed Facilities which costs would not have occurred but for the Applicant’s construction.

NOW THEREFORE, in consideration of the mutual promises of the Applicant and FPL and other good and valuable consideration, the parties agree that FPL shall relocate the FPL Facilities, and the Applicant shall reimburse FPL for the actual cost of such relocation as follows:

ARTICLE 1 – DEFINITIONS

For the purposes of this Agreement the following terms, whether used in the singular or plural, shall have the meanings set forth below when used with initial capitalization:

- 1.1 Received, Receives and Receipt shall be deemed to be the day that something was hand-delivered or transmitted by facsimile, or if mailed, five (5) days from the date of postmark.
- 1.2 FPL’s Facility or Facilities shall be, but shall not be limited to, any structure consisting of manholes, conduits, poles, wires, cables, substations, system protection equipment or other appurtenances, and associated equipment, and used by FPL in connection with the transmission and/or distribution of electric power.
- 1.2 Relocation and/or Relocate includes the terms “rearrange” and “rearrangement” and is the work performed by FPL under this Agreement and any activity made necessary by Applicant’s construction which conflicts with or affects FPL, its Facilities, or service. Relocations shall include, but shall not be limited to, permanent or temporary support, protection, relocation, rearrangement, design, redesign, abandonment or reconstruction of the FPL Facilities and all other work required to provide continuity of service to FPL’s customers which is a result of a conflict.

- 1.4 Replacement FPL Facility is any facility which will be constructed under the terms of this Agreement as a consequence of Relocation of an FPL Facility or portion thereof.

ARTICLE II - IDENTIFICATION OF CONFLICTS

- 2.1 Known Conflicts. The Applicant shall reimburse FPL for costs associated with the Relocation of the FPL Facilities more particularly described and located on property described in Exhibit A attached hereto and incorporated herein ("**Property**").
- 2.2 Other Conflicts. The identification of any other conflicting facilities of FPL requiring Relocation shall be undertaken by FPL pursuant to a subsequent written agreement between FPL and the Applicant.

ARTICLE III - DESIGN AND CONSTRUCTION OF REPLACEMENT FACILITIES

- 3.1 Design Standards. Engineering design standards and material specified shall meet FPL's Current Design Standards. In addition, the design of Relocations will be in conformity with all laws and regulations.
- 3.2 Construction Standards. Materials and construction procedures shall meet FPL's Current Construction Standards. In addition, Relocations or Replacement FPL Facilities will be accomplished in conformance with all laws, codes and regulations.

ARTICLE IV - REPLACEMENT RIGHT-OF-WAY

- 4.1 Replacement Right-of-Way. The Applicant shall provide FPL with replacement rights-of-way in one of the following manners:
- (a) The Applicant shall reimburse FPL for costs associated with the identification and acquisition of replacement rights-of-way, including, but not limited to, FPL's attorney fees for costs in prosecuting or in connection with any condemnation actions for the acquisition of necessary rights-of-way.
 - (b) The Applicant shall convey or grant to FPL replacement rights-of-way sufficient to permit FPL to accomplish Relocations of the FPL Facilities and to operate and maintain the Replacement FPL Facilities in accordance with FPL's customary practices. Such conveyances or grants of replacement rights-of-way shall be accomplished at no cost to FPL and in a form and substance satisfactory to FPL.
- 4.2 Location of Replacement Right-of-Way. The location of the aforesaid replacement rights-of-way are generally set forth in Exhibit B attached hereto and shall be within

the Property where conflicts are identified due to this project.

ARTICLE V - COST ESTIMATES, CREDITS AND BILLING

5.1 Full Cost. The Applicant shall pay FPL for the full cost of Relocation of the FPL Facilities. The work to be performed by FPL will be in accordance with the construction drawings attached hereto as Exhibit B.

5.2 Cost Estimate. The Applicant shall be responsible for the total cost of the project. The estimated cost to Relocate the FPL Facilities is as below:

Relocation: \$2,267,131.00. This cost estimate is set out in detail in Exhibit C attached hereto.

Engineering deposit received: \$344,000.00.

Balance due: \$1,923,131.00. Applicant to send check for this amount to FPL along with two signed copies of this Agreement.

The Applicant understands and agrees that the amount set forth in Exhibit C is an estimate only. The Applicant shall be responsible for the total cost of the project. The cost for the Relocation portion shall not exceed 120% of a valid Relocation cost estimate based upon an actual labor bid, except as provided herein.

5.3 Duration of Cost Estimate.

The cost estimate in Article 5.2 above (including the estimate attached as Exhibit C and any subsequent estimate) is valid only for the time period which is:

(a) Beginning on August 2, 2019, and ending on October 31, 2019, or in the case of any subsequent estimate ninety (90) days from the date the estimate is Received by Applicant; or

(b) Subject to the terms and conditions set forth in Article 5.4 below.

5.4 Re-estimates, Scope of Work Changes.

5.4.1 Pre-construction. If the construction of the Relocation of the FPL Facilities has not commenced within one hundred eighty (180) days of the date that the latest cost estimate is Received by Applicant, or if the Applicant requests a change in the Relocation scope of work on any individual work order prior to any construction, the estimate is invalid. A new estimate is required. FPL shall provide a re-estimate of the work prior to commencement of the Relocation by FPL. The Applicant shall agree in writing to pay the re-estimated cost and shall be responsible for the full cost of Relocation, not to exceed 120% of the re-estimate.

5.4.2 After Start of Construction. If after the start of construction any of the following occurs: (a) Applicant requests a change in the Relocation scope of work of FPL Facilities; (b) FPL determines that there is a need for a change in the Relocation scope of work and such change causes the reimbursable cost of the project to change by 20% or more; or (c) there is an increase in costs due to unknown or unforeseen physical conditions at the site which differ materially from those originally encountered; FPL shall provide the Applicant with a new estimate as soon as practicable and the Applicant shall pay any increased costs in the revised estimate to FPL within thirty (30) days after Receipt of the revised estimate.

5.5 Credits.

5.5.1 The Applicant shall receive a credit for the payment of any non-refundable deposit required for the design, engineering, and estimating of the Relocation of FPL Facilities (as shown in Article 5.2 above).

5.5.2 Provided the Relocation is performed, Applicant shall receive a credit for payment made to FPL for a detailed cost estimate, if this Agreement has been entered into on or before October 31, 2019.

5.5.3 The Applicant shall receive no credit for payment for an estimate, and such payment shall not be refunded: (a) if the Applicant has not executed this Agreement on or before October 31, 2019, (b) if a subsequent estimate is required and not paid within thirty (30) days of the date Applicant Receives the estimate; or (c) if the Applicant terminates the Agreement.

5.5.4 Any estimate provided to the Applicant after the initial, detailed estimate shall be done at additional cost and expense to Applicant. Applicant's payment for estimates shall be credited or retained by FPL as provided above.

5.6 Billing and Payment. Prior to the commencement of any Relocation of FPL Facilities under this Agreement, the Applicant shall pay in advance the full estimated cost of such Relocation per Articles 5.2 and 5.4.2 above.

5.7 Final Bill. Upon completion of the work, FPL shall at the earliest date practicable furnish to the Applicant a final billing of all outstanding costs, including any overhead costs, incurred in connection with performance of Relocation of the FPL Facilities less any prepaid credits for additional cost estimates. The Applicant shall have thirty (30) days from the date of an invoice to approve and pay the invoice. Failure to provide FPL with written notice to the contrary within the thirty (30) day period shall constitute approval by the Applicant of the invoice against which payment must be remitted in full to FPL within thirty (30) days of the date of the invoice. If payment by the Applicant is not postmarked within thirty (30) days of

the date of the invoice, then a late payment charge shall be assessed in the amount of one and one-half percent (1½%) of the amount of the billing per month, charged on a daily basis or highest interest allowable under law.

5.8 Refund and Effect of Termination.

5.8.1 Consistent with the terms of this Agreement, FPL shall refund to the Applicant any amounts which the Applicant has paid to FPL beyond the full cost of Relocation including any overhead costs.

5.8.2 In the event that this Agreement is terminated due to the cancellation or indefinite suspension of work in furtherance of the Applicant's construction, the Applicant shall be responsible for the costs of Relocation already incurred, including but not limited to all engineering, design, equipment, and materials cost, labor costs, and if any, the costs of replacement facilities already installed, necessary to place FPL's Facilities into a permanent condition suitable to provide continuous, reliable electric service to the public in accordance with all applicable laws, regulations and FPL's usual practices as set forth in Article 3 above. Nothing in Article 5.8.2 shall be construed to modify or abrogate FPL's legal duty to mitigate damages.

ARTICLE VI – INSPECTIONS

6.0 Inspections. All cost records and accounts of FPL directly related to the work performed under this Agreement shall be subject to inspection by the Applicant for a period of one (1) year from the completion date of all work performed under this Agreement. Such inspections shall be performed by the Applicant and in accordance with the following considerations:

- (a) The Applicant shall provide FPL with thirty (30) days written notice requesting an inspection,
- (b) The specific time of inspection must be mutually agreed to,
- (c) Information required for inspection purposes shall be accounts and records kept by FPL directly related to Relocation and reimbursable costs,
- (d) The Applicant may request only information reasonably required by it concerning Relocation and such request for information shall be in writing and shall include the purpose of the inspection,
- (e) FPL shall make available the requested information at its offices during normal business hours, Monday through Friday,
- (f) The Applicant shall bear any costs associated with any inspections,

including FPL costs, if any, and

- (g) Information available under this Agreement shall not be used in violation of any law or regulation. FPL shall quote a deposit amount when such a request for inspection is made which the Applicant shall pay in advance.

ARTICLE VII - GENERAL CONDITIONS

- 7.1 Benefit of Agreement; Assignment. The provisions of this Agreement shall inure to the benefit of and bind the successors and assigns of the parties to this Agreement but shall not inure to the benefit of any third party or other person. This Agreement shall not be assigned by either party except upon Receipt of the prior written permission of the other party. Such permission shall not be unreasonably withheld.
- 7.2 Nonwaiver. The failure of either party at any time to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter. Waiver by either party of a breach of the same provision or any other provision shall not constitute a waiver of the provision itself.
- 7.3 Limitations of Liability. Neither party shall be liable in contract, in tort (including negligence), or otherwise to the other party for any incidental or consequential loss or damage whatsoever including but not limited to loss of profits or revenue on work not performed, for loss of use or underutilization of the party's facilities, or loss of use of revenues or loss of anticipated profits resulting from either party's performance, nonperformance, or delay in performance of its obligations under this Agreement.
- 7.4 Indemnification. To the extent permitted by and in accordance with Section 768.28, Florida Statutes, the Applicant shall indemnify, defend and hold harmless FPL, its parent, subsidiaries or affiliates and their respective officers, directors and employees (collectively "**FPL Entities**") from and against any liabilities whatsoever, occasioned wholly or in part by the negligence of the Applicant, its contractors, subcontractors or employees, including attorney fees, for injury to or death of person(s) and property damage arising or resulting in connection with any activity associated with work or service under this Agreement. If the liability arises out of a claim made by an employee of the Applicant, its contractors or assigns, the Applicant shall indemnify FPL Entities, to the extent permitted by and in accordance with Section 768.28, Florida Statutes, unless such damage or liability is due to or caused by the sole negligence of FPL Entities. Neither Applicant nor any of its officers, agents, employees, contractors, or subcontractors will be liable for the negligence of FPL or any of FPL's officers, agents, or employees.
- 7.5 Insurance. FPL and the Applicant shall both obtain and maintain the following insurance coverage during the term of this Agreement. The Applicant may satisfy

its insurance obligations through its self-insurance program in accordance with Section 768.28, Florida Statutes, through the purchase of excess insurance, or through a combination of both.

- (a) Commercial general liability coverage must be afforded under a per occurrence policy form in limits not less than:
- \$ 1,000,000 single limit per occurrence;
 - \$ 2,000,000 aggregate per occurrence;
 - \$ 1,000,000 products/completed operations aggregate;
 - \$ 1,000,000 personal and advertising injury liability;
 - \$ 50,000 fire damage liability;
 - \$ 5,000 medical expense; and
 - \$ 1,000,000 third party property damage.
- This policy shall contain severability of interests' provisions.
- (b) Automobile liability coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles in limits no less than:
- \$1,000,000 bodily injury and property damage combined single limit each accident, or \$500,000 bodily injury and \$500,000 property damage;
 - \$10,000 personal injury protection (no fault);
 - \$500,000 hired and non-owned liability; and
 - \$10,000 medical payments.
- (c) Workers' compensation and employer's liability insurance coverage limits of not less than:
- Statutory workers' compensation coverage to apply to all employees in compliance with the laws and statutes of the State of Florida and federal government. If any operations are to be undertaken on or about navigable waters, coverage must be included for the Longshore and Harbor Workers' Compensation Act and the Jones Act;
 - \$100,000 each accident;
 - \$100,000 disease each employee; and
 - \$500,000 disease policy limit.

Should FPL or the Applicant retain "leased employees" as defined by Section 627.192, Florida Statutes, for any part of the project or service, the employee leasing agency shall provide evidence of workers' compensation coverage and employer's liability coverage for all personnel on the worksite and in compliance with the above requirements.

General and auto liability policies shall be endorsed to name the other party as an additional insured. For the Applicant, additional

insured status and endorsement shall read as: "Manatee County, a political subdivision of the State of Florida" and for FPL, additional insured status and endorsement shall read as: "Florida Power & Light Company."

Within fifteen (15) days after execution of this Agreement by both parties, and then annually upon the anniversary date(s) of the insurance policies' renewal date(s) for as long as this Agreement remains in effect, FPL and the Applicant shall furnish to the other party either a Certificate of Insurance using an industry accepted form, signed by the issuer, with applicable endorsements evidencing the insurance set forth above, or a Letter of Self-Insurance signed by the Risk Manager in accordance with Section 768.28, Florida Statutes.

Each party shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policy to the Risk Manager and shall include the Agreement title with all notices.

Each party shall cause such insurance to be primary to, and not contributory with, any insurance coverage maintained by the other party, with such insurance covering the operations under this Agreement, and coverage shall contain no special limitation(s) on the scope of protection afforded to the other party, its officials, or employees.

Parties shall waive all subrogation rights against the other party for all losses or damages which occur during the Agreement period or arising out of the project or services under this Agreement, whether suit is brought during the Agreement period or not.

All required insurance policies shall be written with a carrier having a minimum A.M. Best rating of A- or better and written by an insurance company licensed to issue policies in the State of Florida.

It is each parties' responsibility to ensure that its agents, representatives, and subcontractors comply with the insurance requirements set forth herein. FPL and the Applicant shall include its agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies or shall furnish separate certificates and endorsements for each of its agents, representatives, and subcontractors working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all the requirements set forth.

Failure of either party to request evidence from the other party of insurance coverage shall not be construed as a waiver of the obligation to provide and maintain the insurance coverage set forth.

FPL understands and agrees that the Applicant does not waive its immunity, and nothing herein shall be interpreted as a waiver of the Applicant's rights, including the limitations of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and the Applicant expressly reserves these rights to the full extent allowed by law.

- 7.6 Contractor Indemnification. The Applicant further agrees to include the following indemnification in all contracts between the Applicant and its general contractors who perform or are responsible for construction or maintenance work on or around the subject FPL Facilities:

“The Contractor hereby agrees to release, indemnify, defend, save and hold harmless the Applicant and FPL, its parent, subsidiaries, affiliates or their respective officers, directors, or employees, from all claims, demands, liabilities and suits unless caused by the sole negligence of the Applicant or FPL for bodily injuries or death to person(s) or damage to property resulting in connection with the performance of the described work by Contractor, its subcontractor, agents or employees. This indemnification shall extend up to but shall not exceed the sum of \$1,000,000 for bodily injury or death of person(s) or property damage combined single limit and \$3,000,000 occurrence aggregate. In the event the Contractor is insured for liability with limits in excess of these amounts, Contractor's said obligation shall extend up to but shall not exceed the limits of that insurance. Contractor's costs of defending Applicant and FPL, including attorneys' fees are excluded from and are in addition to the aforesaid limitation of liability for injury, death and property damage.”

- 7.7 Contractor Insurance and Notice. The Applicant agrees to require its contractors to obtain insurance to cover the above indemnity and further agrees to verify with its contractors that such insurance is in full force and effect. The Applicant shall provide FPL Group Inc.'s Risk Management Department with notice of the name and address of Applicant's contractors as specified in Article 7.6 above, prior to the commencement of the Relocation of FPL Facilities by FPL.
- 7.8 Modification or Termination of Agreement. This Agreement may be modified, amended, or terminated at any time by written agreement of the parties authorized and executed with the same formality as this Agreement.
- 7.9 Effect of Headings. The headings set forth herein are for convenience only and shall not be deemed to modify or affect the rights and obligations of the parties to this Agreement.

7.10 FPL Consent to Relocations. FPL agrees to the Relocation of the FPL Facilities to the extent necessary to eliminate conflicts with the Applicant's construction in accordance with the terms and conditions of this Agreement. The Applicant, at no expense to FPL, shall make all necessary arrangements and agreements with any person or entity which has facilities attached to the FPL poles for the relocation of those facilities.

7.11 Delegation of Power and Duties Notice. The following persons are designated as the authorized representatives of the parties for the purposes of this Agreement and all notices or other communications to either party by the other shall be made in writing and addressed as follows:

To the Applicant: County Engineer
Manatee County Government
Public Works Department
1022 26th Avenue East
Bradenton, Florida 34208

With copies to: Project Manager
44th Avenue East; 45th Street East to 44th Avenue Plaza
East; 6086960
Manatee County Government
Public Works Department
1022 26th Avenue East
Bradenton, Florida 34208

and

County Attorney
Manatee County Government
Office of the County Attorney
Post Office Box 1000
Bradenton, Florida 34206

To FPL: Rafael Diaz
Transmission Relocation Engineer
Florida Power & Light Company
700 Universe Boulevard, TS4/JW
Juno Beach, Florida 33408

7.12 Notification of FPL Facilities, Form 360. Applicant acknowledges that high voltage electric lines are located in the area of Applicant's project and agrees to warn its employees, agents, contractors and invitees, new and experienced alike, of the danger of holding on to or touching a cable or other piece of equipment that is located or working close to any overhead power line and to use all safety and

precautionary measures when working under or near FPL's Facilities. Applicant acknowledges and agrees that it has read and will comply with the Notification of FPL Facilities attached hereto as Exhibit D. Applicant shall sign and return two (2) copies of the attached Notification of FPL Facilities along with two (2) signed copies of this Agreement.

7.13 Force Majeure.

- (a) Neither party shall be liable or responsible for any delay in the performance of, or the ability to perform, any duty or obligation required by this Agreement in the event of a force majeure occurrence. Such occurrence shall include, but shall not be limited to acts of civil or military authority (including courts or administrative agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, blockades, embargoes, sabotage, epidemics, fires, unusually severe floods or weather (anywhere in the United States where FPL utility workers and contractors support restoration), strikes, lockouts or other labor disputes or difficulties. The obligation of either party to pay money in a timely manner is absolute and shall not be subject to the force majeure provisions. Force majeure as used herein means, without limitation, any cause or event not reasonably within the control of FPL or the Applicant.
- (b) In the event of any delay resulting from a force majeure circumstance, the time for performance hereunder shall be extended for a period of time reasonably necessary to overcome the effect of such delays.
- (c) In the event of any delay or nonperformance caused by a force majeure circumstance, the party affected shall promptly notify the other in writing.

7.14 Severability. In the event that any of the provisions or portions or applications thereof of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the Applicant and FPL shall negotiate an equitable adjustment in the affected provisions of this Agreement. The validity and enforceability of the remaining independent provisions shall not be affected.

7.15 Effective Date. This Agreement shall become effective upon execution by the parties and shall continue in effect until completion of all Relocation work by FPL unless otherwise provided herein or earlier termination in accordance with this Agreement.

7.16 Complete Agreement. This Agreement shall be signed by the authorized representatives of both parties and constitutes the final written expression of all the terms of the agreement between the parties and is a complete and exclusive

statement of those terms. Any and all prior or contemporaneous course of dealing, representations, promises, warranties or statements by the parties or their agents, employees, or representatives that differ in any way from the terms of this written Agreement shall be given no force or effect.

IN WITNESS WHEREOF, the parties have executed this Agreement, to be effective as of the date first above written.

APPLICANT:
**MANATEE COUNTY, a political
subdivision of the State of Florida**

By: its Board of County Commissioners

By: _____
Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

FPL:
FLORIDA POWER & LIGHT COMPANY:

By: _____
Title: Ronald D. Critelli Jr.
Sr. Director Engineering &
Technical Services

Date: _____

Remove this page.

Exhibit A
The Property

See attached.

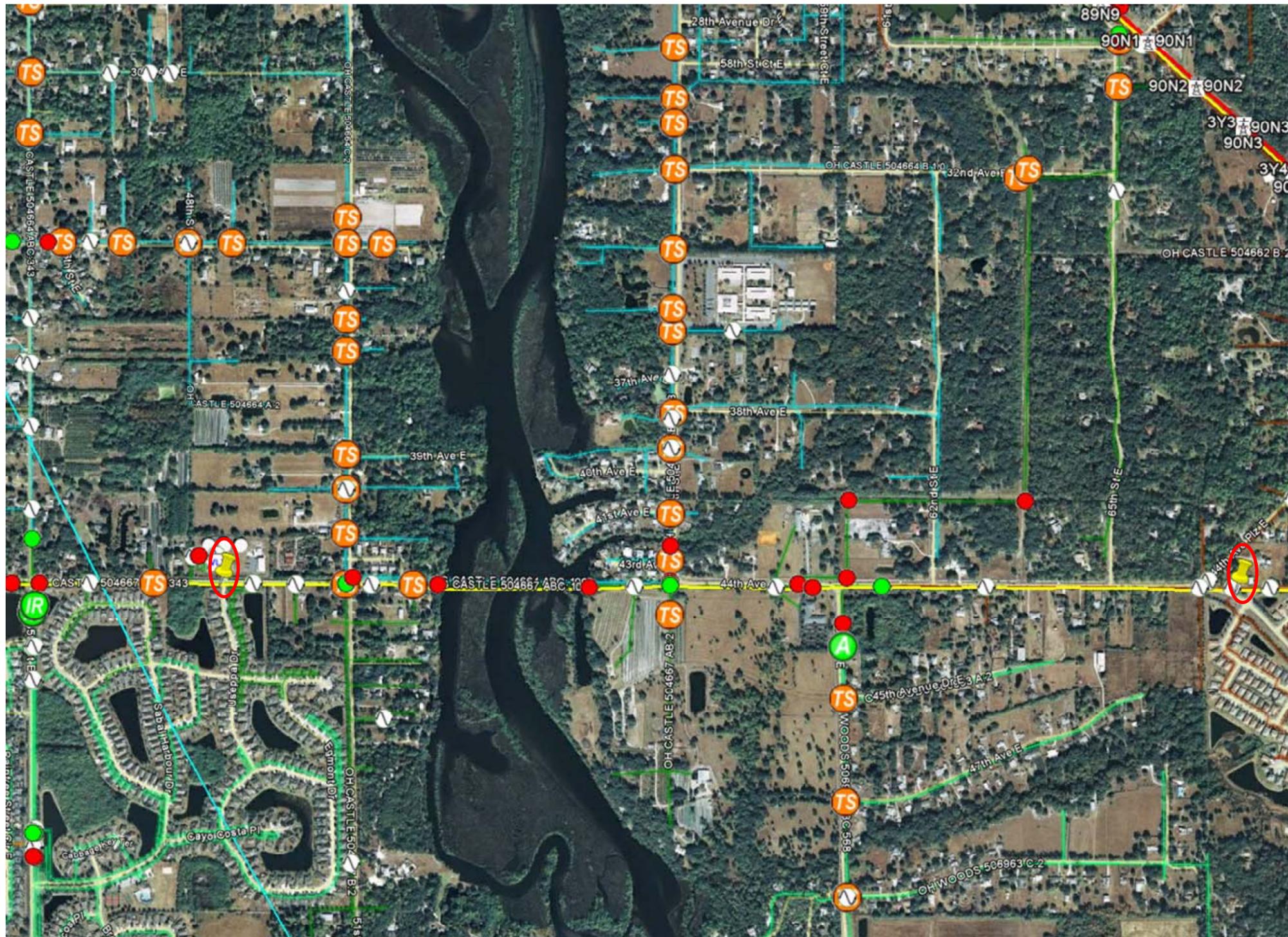


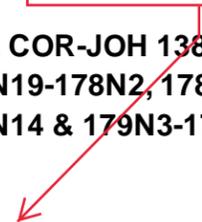
EXHIBIT
A



↑
Revise to only show the property and FPL facilities which will be impacted by the project.

FPL	TRANSMISSION WORK ORDER T00000018680
LINE NAME:	CORTEZ - JOHNSON 138 KV
LINE SECTION:	CORTEZ - JOHNSON
COUNTY:	MANATEE
DESCRIPTION OF WORK:	RBL COR-JOH 138KV Relocate Strs 177N19-178N2, 178N10-178N12, 178N14 & 179N3-179N5
TWO:	T00000018680
ENG:	TRICIA D'ANNUNZIO 1 of 15

Revise page numbering.



Remove this page.

Exhibit B
Construction Drawings



177N19

Remove existing tangent structure

Install a 95 ft 16 kip pole framed to A123239.T7 with a set depth of 16.5 ft

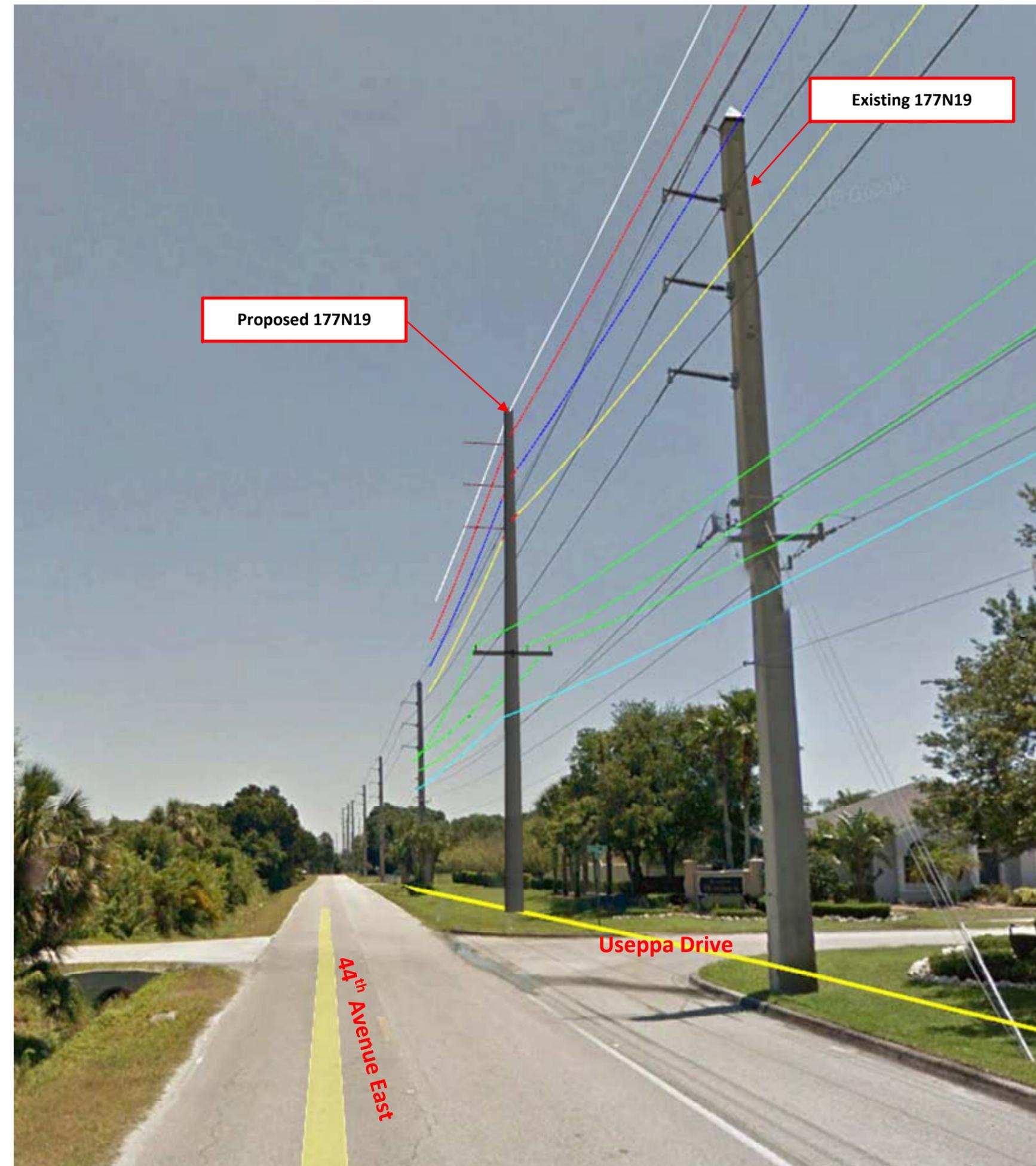
OPGW will DE on this structure. Install a splice box on this structure.

Install four (4) vibration dampers per span on the OPGW

Spell out acronyms the first time and follow by acronym in parenthesis afterward; for example, "Optical Ground Wire (OPGW)."

FPL	TRANSMISSION WORK ORDER T00000018680
LINE NAME:	CORTEZ - JOHNSON 138 KV
LINE SECTION:	CORTEZ - JOHNSON
COUNTY:	MANATEE
DESCRIPTION OF WORK:	RBL COR-JOH 138KV Relocate Strs 177N19-178N2, 178N10-178N12, 178N14 & 179N3-179N5
TWO:	T00000018680
ENG:	TRICIA D'ANNUNZIO

Revise page numbering.





177N20

Remove existing tangent structure

Install a 100 ft 20 kip pole with a set depth of 17.5 ft and framed to A124996

Install four (4) vibration dampers per span on the OPGW

FPL	TRANSMISSION WORK ORDER T00000018680
LINE NAME:	CORTEZ - JOHNSON 138 KV
LINE SECTION:	CORTEZ - JOHNSON
COUNTY:	MANATEE
DESCRIPTION OF WORK:	RBL COR-JOH 138KV Relocate Strs 177N19-178N2, 178N10-178N12, 178N14 & 179N3-179N5
TWO:	T00000018680
ENG:	TRICIA D'ANNUNZIO
	3 of 15

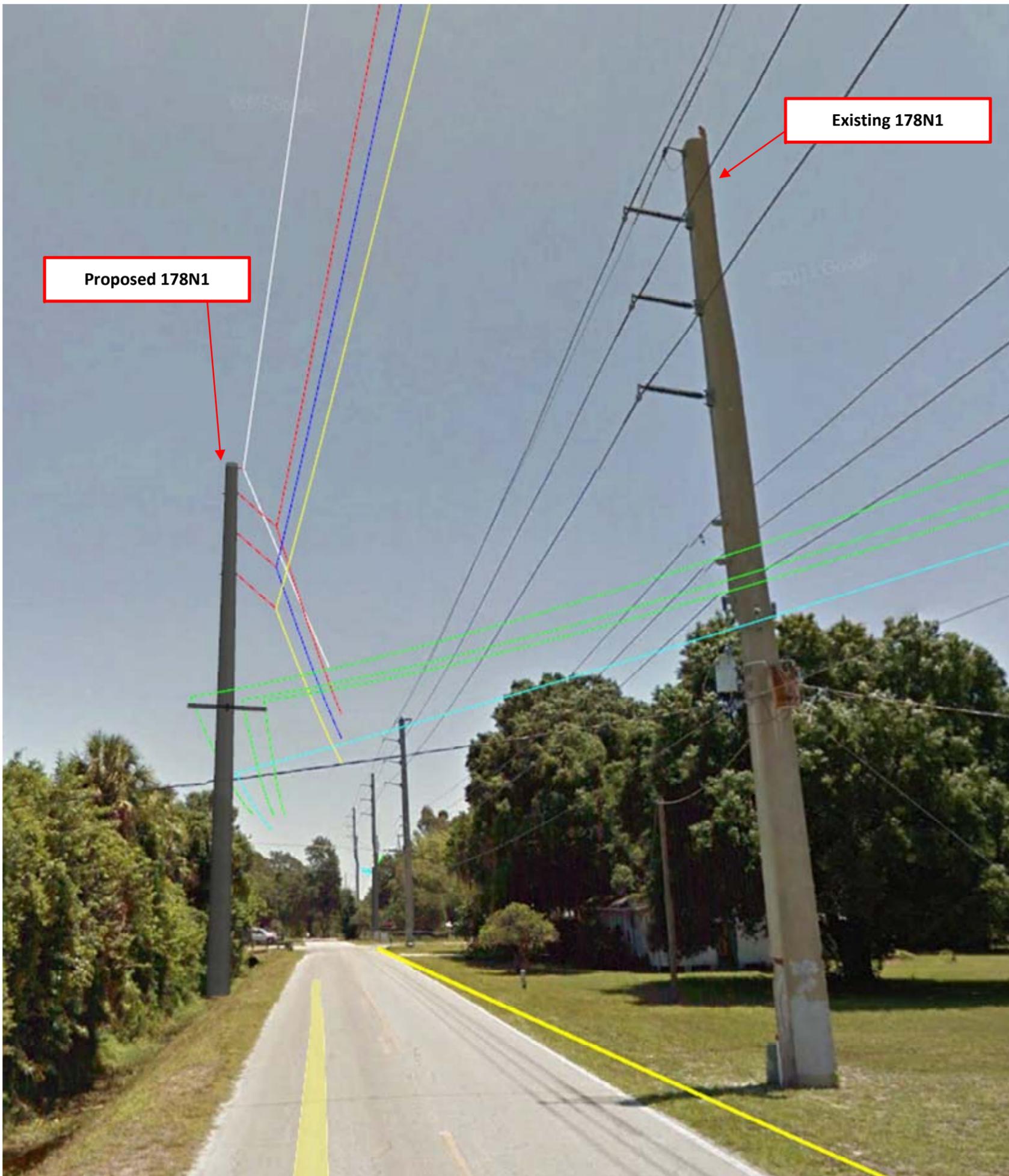


Existing 177N20
To be removed

177N20

Remove existing tangent structure

FPL	TRANSMISSION WORK ORDER T00000018680
LINE NAME:	CORTEZ - JOHNSON 138 KV
LINE SECTION:	CORTEZ - JOHNSON
COUNTY:	MANATEE
DESCRIPTION OF WORK:	RBL COR-JOH 138KV Relocate Strs 177N19-178N2, 178N10-178N12, 178N14 & 179N3-179N5
TWO:	T00000018680
ENG:	TRICIA D'ANNUNZIO



178N1

Remove existing tangent structure

Install 100 ft 32 kip pole with a set depth of 20.5 ft and framed to A111883

Install four (4) vibration dampers per span on the OPGW

FPL	TRANSMISSION WORK ORDER T00000018680
LINE NAME:	CORTEZ - JOHNSON 138 KV
LINE SECTION:	CORTEZ - JOHNSON
COUNTY:	MANATEE
DESCRIPTION OF WORK:	RBL COR-JOH 138KV Relocate Strs 177N19-178N2, 178N10-178N12, 178N14 & 179N3-179N5
TWO:	T00000018680
ENG:	TRICIA D'ANNUNZIO



Existing 178N2
To be removed

51st Street East

178N2

Remove existing tangent structure

FPL	TRANSMISSION WORK ORDER T00000018680
LINE NAME:	CORTEZ - JOHNSON 138 KV
LINE SECTION:	CORTEZ - JOHNSON
COUNTY:	MANATEE
DESCRIPTION OF WORK:	RBL COR-JOH 138KV Relocate Strs 177N19-178N2, 178N10-178N12, 178N14 & 179N3-179N5
TWO:	T00000018680
ENG:	TRICIA D'ANNUNZIO



178N3

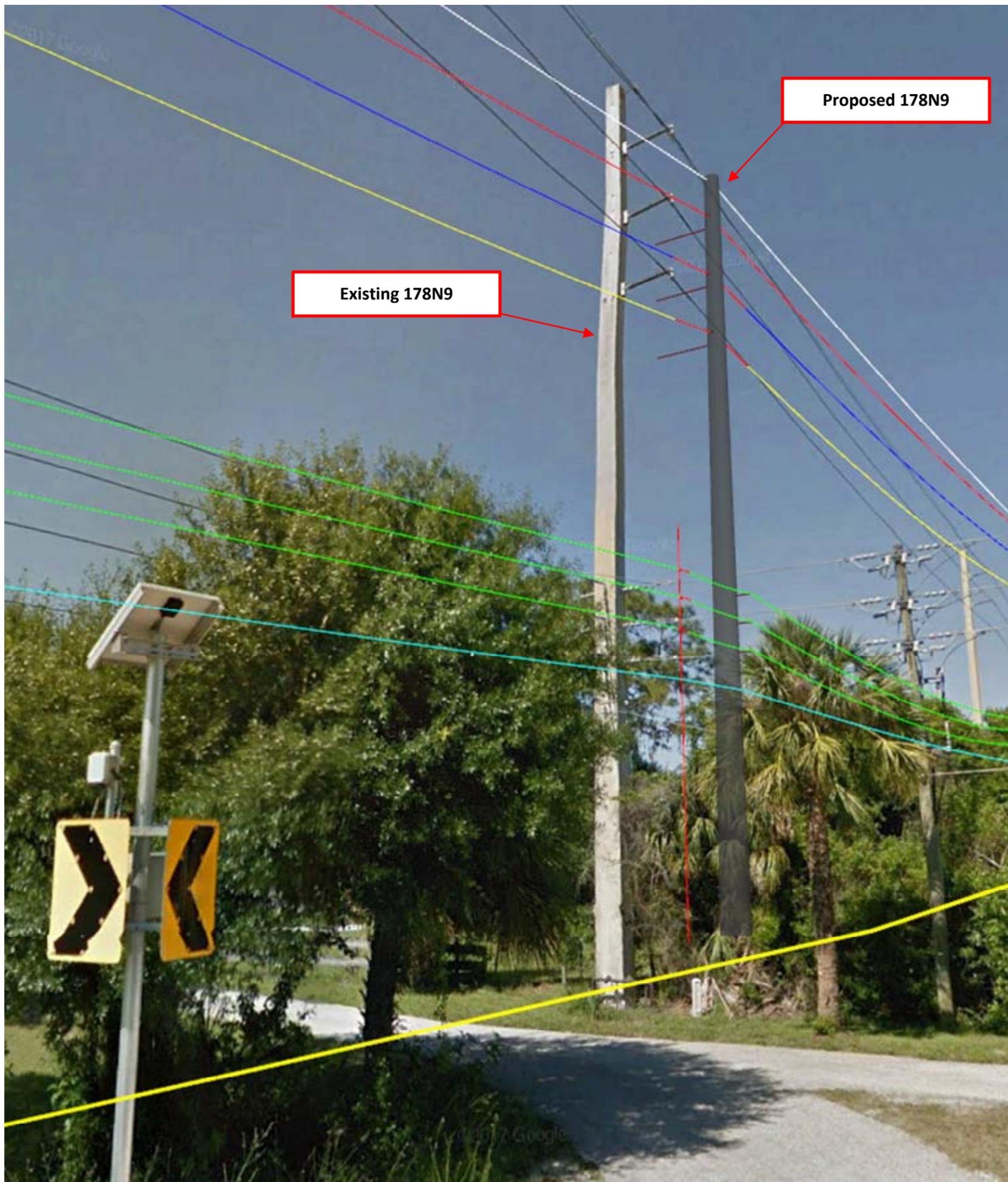
Remove existing tangent structure

Install a 100 ft 28 kip pole with a set depth of 19.5 ft and framed to A123239.T7

OPGW will DE on this structure. Install a splice box on this structure.

Install four (4) vibration dampers per span on the OPGW

FPL	TRANSMISSION WORK ORDER T00000018680
LINE NAME:	CORTEZ - JOHNSON 138 KV
LINE SECTION:	CORTEZ - JOHNSON
COUNTY:	MANATEE
DESCRIPTION OF WORK:	RBL COR-JOH 138KV Relocate Strs 177N19-178N2, 178N10-178N12, 178N14 & 179N3-179N5
TWO:	T00000018680
ENG:	TRICIA D'ANNUNZIO 7 of 15



178N9

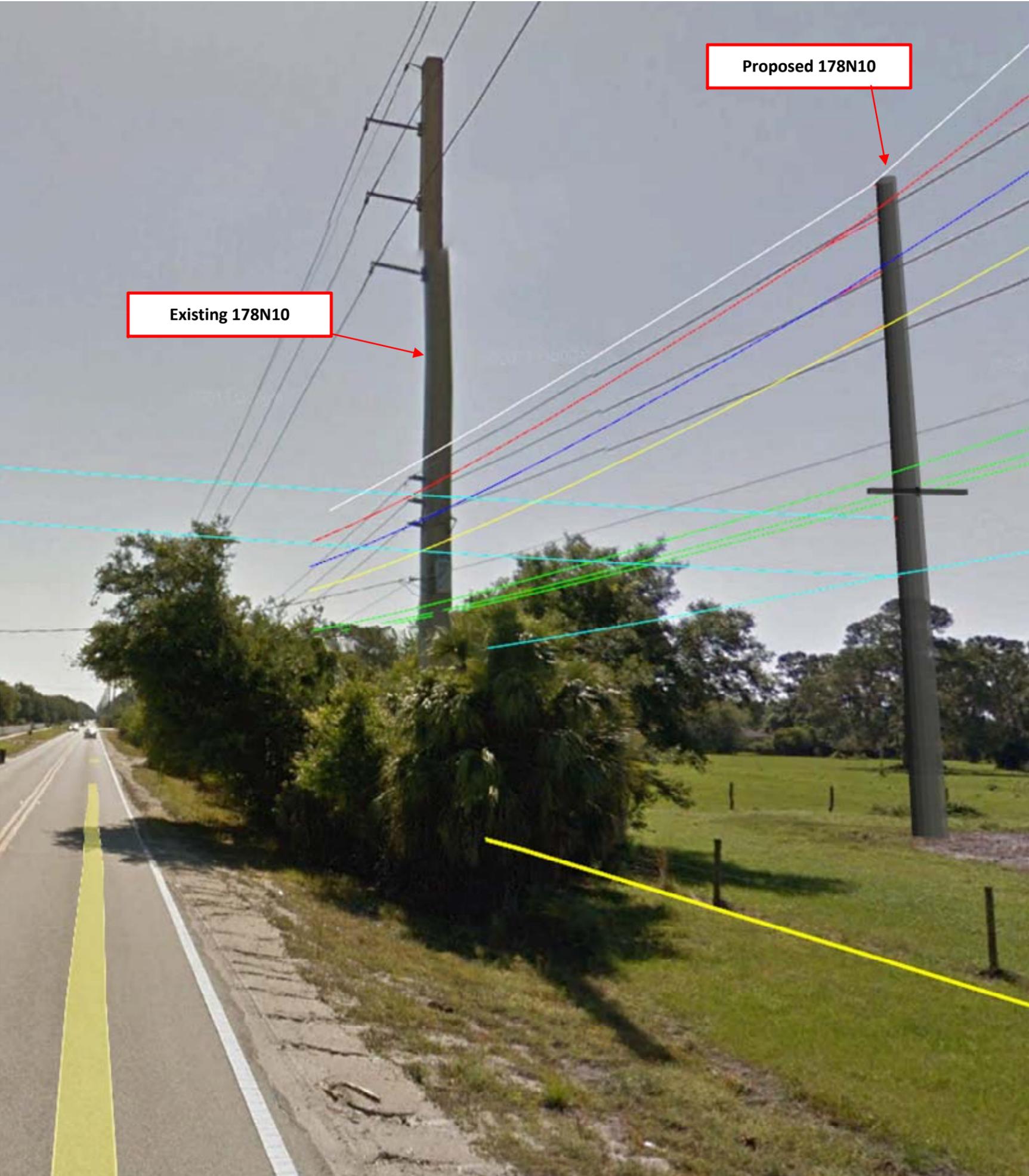
Remove existing tangent structure

Install a 100 ft 20 kip structure with a set depth of 17.5 ft framed to A123239.T7

OPGW will DE on this structure. Install a splice box on this structure.

Install four (4) vibration dampers per span on the OPGW

FPL	TRANSMISSION WORK ORDER T00000018680
LINE NAME:	CORTEZ - JOHNSON 138 KV
LINE SECTION:	CORTEZ - JOHNSON
COUNTY:	MANATEE
DESCRIPTION OF WORK:	RBL COR-JOH 138KV Relocate Strs 177N19-178N2, 178N10-178N12, 178N14 & 179N3-179N5
TWO:	T00000018680
ENG:	TRICIA D'ANNUNZIO 8 of 15



178N10

Remove existing tangent structure

Install a 100 ft 36 kip pole with a set depth of 21 ft and framed to A111883

Install four (4) vibration dampers per span on the OPGW

FPL	TRANSMISSION WORK ORDER T00000018680
LINE NAME:	CORTEZ - JOHNSON 138 KV
LINE SECTION:	CORTEZ - JOHNSON
COUNTY:	MANATEE
DESCRIPTION OF WORK:	RBL COR-JOH 138KV Relocate Strs 177N19-178N2, 178N10-178N12, 178N14 & 179N3-179N5
TWO:	T00000018680
ENG:	TRICIA D'ANNUNZIO



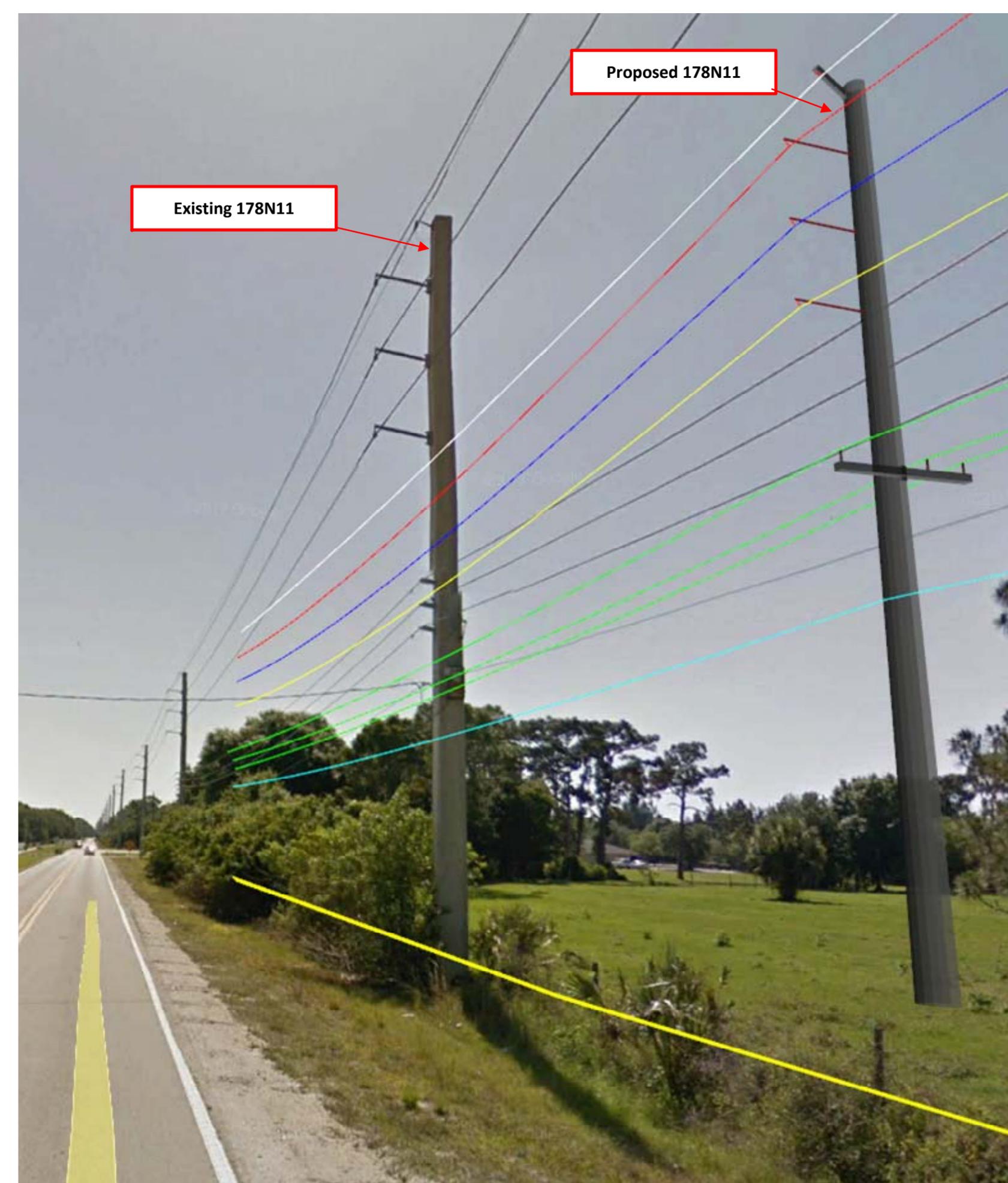
178N11

Remove existing tangent structure

Install a 90 ft 20 kip pole with a set depth of 17.5 ft and framed to A124996

Install four (4) vibration dampers per span on the OPGW

FPL	TRANSMISSION WORK ORDER T00000018680
LINE NAME:	CORTEZ - JOHNSON 138 KV
LINE SECTION:	CORTEZ - JOHNSON
COUNTY:	MANATEE
DESCRIPTION OF WORK:	RBL COR-JOH 138KV Relocate Strs 177N19-178N2, 178N10-178N12, 178N14 & 179N3-179N5
TWO:	T00000018680
ENG:	TRICIA D'ANNUNZIO





178N12

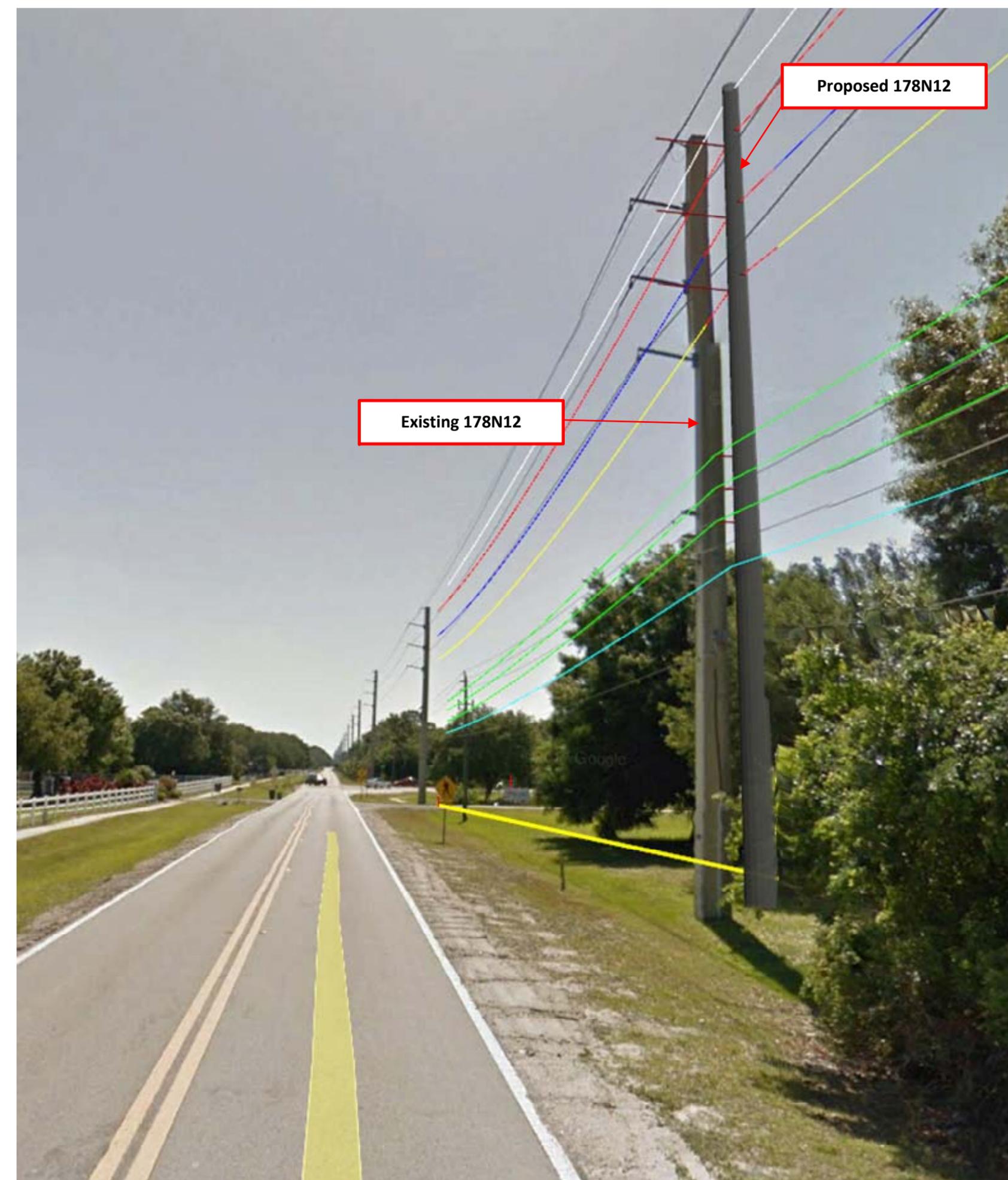
Remove existing tangent structure

Install a 90 ft 16 kip pole with a set depth of 16.5 ft and framed to A123239

OPGW will DE on this structure. Install a splice box on this structure.

Install four (4) vibration dampers per span on the OPGW

FPL	TRANSMISSION WORK ORDER T00000018680
LINE NAME:	CORTEZ - JOHNSON 138 KV
LINE SECTION:	CORTEZ - JOHNSON
COUNTY:	MANATEE
DESCRIPTION OF WORK:	RBL COR-JOH 138KV Relocate Strs 177N19-178N2, 178N10-178N12, 178N14 & 179N3-179N5
TWO:	T00000018680
ENG:	TRICIA D'ANNUNZIO





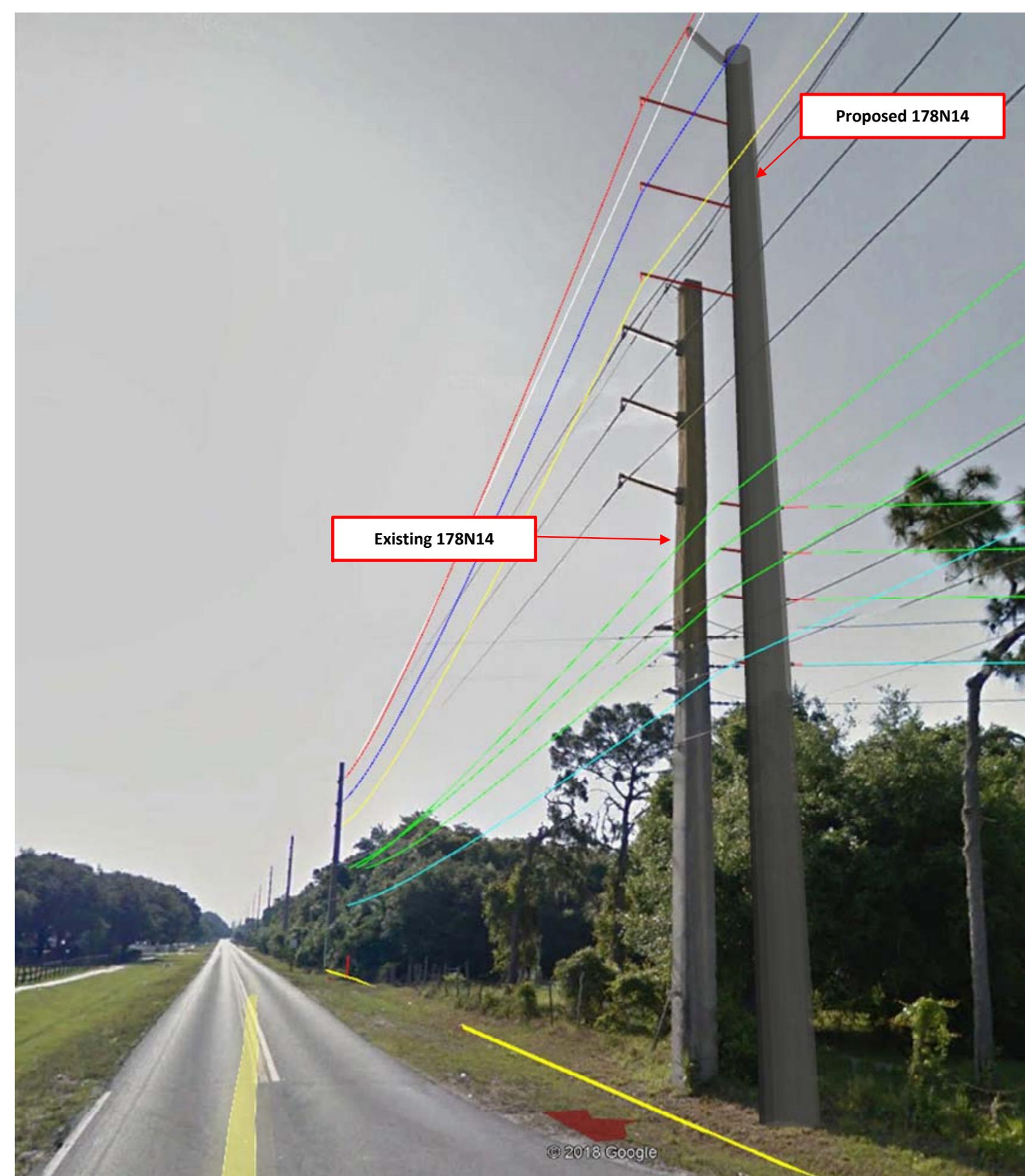
178N14

Remove existing tangent structure

Install a 90 ft 28 kip pole with a set depth of 19.5 ft and framed to A124996

Install four (4) vibration dampers per span on the OPGW

FPL	TRANSMISSION WORK ORDER T00000018680
LINE NAME:	CORTEZ - JOHNSON 138 KV
LINE SECTION:	CORTEZ - JOHNSON
COUNTY:	MANATEE
DESCRIPTION OF WORK:	RBL COR-JOH 138KV Relocate Strs 177N19-178N2, 178N10-178N12, 178N14 & 179N3-179N5
TWO:	T00000018680
ENG:	TRICIA D'ANNUNZIO
	12 of 15





179N3

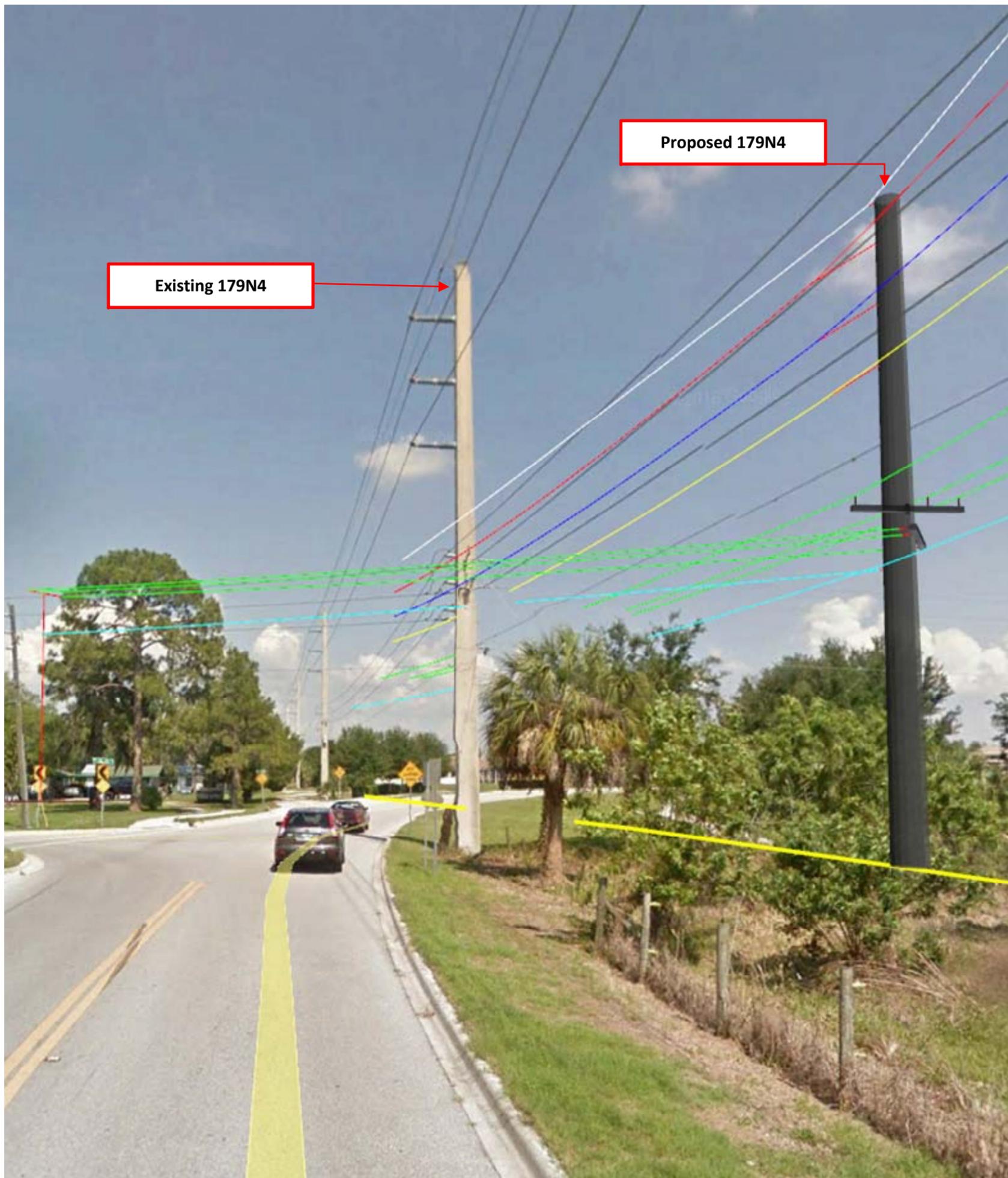
Remove existing tangent structure

Install an 85 ft 20 kip pole with a set depth of 17.5 ft and framed to A123239.T7

OPGW will DE on this structure. Install a splice box on this structure.

Install four (4) vibration dampers per span on the OPGW

FPL	TRANSMISSION WORK ORDER T00000018680
LINE NAME:	CORTEZ - JOHNSON 138 KV
LINE SECTION:	CORTEZ - JOHNSON
COUNTY:	MANATEE
DESCRIPTION OF WORK:	RBL COR-JOH 138KV Relocate Strs 177N19-178N2, 178N10-178N12, 178N14 & 179N3-179N5
TWO:	T00000018680
ENG:	TRICIA D'ANNUNZIO



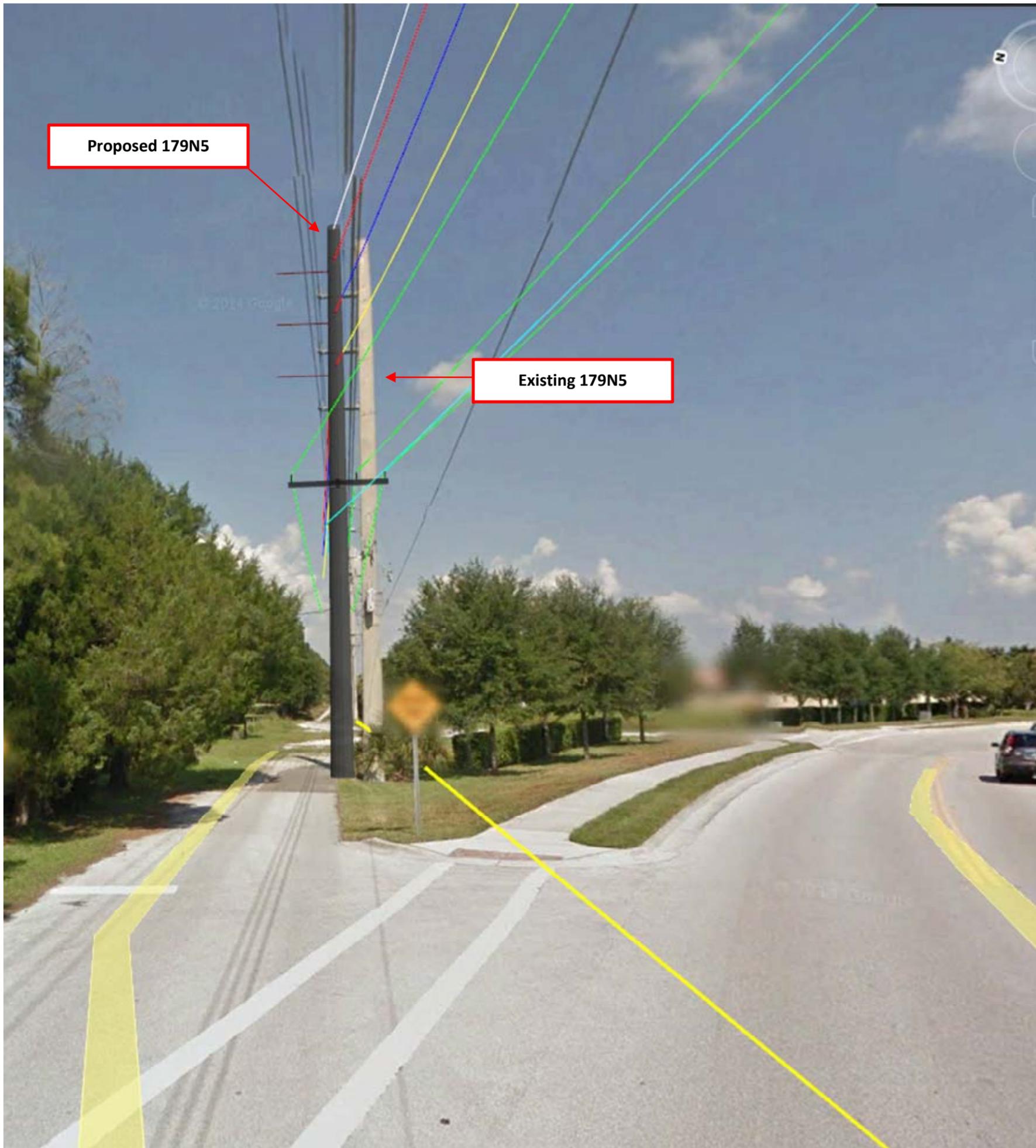
179N4

Remove existing tangent structure

Install a 90 ft 44 kip pole with a set depth of 21 ft and framed to A111883

Install four (4) vibration dampers per span on the OPGW

FPL	TRANSMISSION WORK ORDER T00000018680
LINE NAME:	CORTEZ - JOHNSON 138 KV
LINE SECTION:	CORTEZ - JOHNSON
COUNTY:	MANATEE
DESCRIPTION OF WORK:	RBL COR-JOH 138KV Relocate Strs 177N19-178N2, 178N10-178N12, 178N14 & 179N3-179N5
TWO:	T00000018680
ENG:	TRICIA D'ANNUNZIO
	14 of 15



Proposed 179N5

Existing 179N5

179N5

Remove existing tangent structure

Install an 85 ft 20 kip pole with a set depth of 17.5 ft and framed to A123239.T7

OPGW will DE on this structure. Install a splice box on this structure.

Install four (4) vibration dampers per span on the OPGW

FPL	TRANSMISSION WORK ORDER T00000018680
LINE NAME:	CORTEZ - JOHNSON 138 KV
LINE SECTION:	CORTEZ - JOHNSON
COUNTY:	MANATEE
DESCRIPTION OF WORK:	RBL COR-JOH 138KV Relocate Strs 177N19-178N2, 178N10-178N12, 178N14 & 179N3-179N5
TWO:	T00000018680
ENG:	TRICIA D'ANNUNZIO

Remove this page.

Exhibit C
Estimate

See attached.



Inclusion of this letter creates more confusion.
Recommend it be removed.

April 10, 2019

Eric S. Shroyer
Project Manager
Manatee County Public Works
1022 26th Avenue East
Bradenton, FL 34206-3926

RE: Proposed Relocation of Transmission Facilities

Transmission Line: COR-JOH 138KV Relocate Strs 177N19-178N2, 178N10-178N12, 178N14 & 179N3-179N5

Dear Mr. Shroyer,

We have evaluated your request to relocate the referenced FPL transmission structure(s). The non-binding Preliminary Estimate to accommodate this potential overhead relocation is **\$1,947,722.84**. The scope of the work to accomplish this relocation is replace 12 structures and remove 2 structures to accommodate road widening and bridge construction (“Scope of Work”). The non-binding Preliminary Estimate has increased in cost due to the following reasons: 1. The labor cost increased, in part, because the stub pole removals were not included in the original estimate, and 2. Higher engineering costs and material costs also contributed to a higher overall estimate cost. As you are aware, the previous estimate expired after the initial 90-day period and had to be recalculated per the terms of the initial letter. This estimate is not an offer from FPL to perform the requested work and should not be construed or used as such for detailed planning purposes. It is provided only to assist your decision-making, and will remain valid for 180 days from the date of this letter.

This non-binding Preliminary Estimate is based on our previous experience with similar relocations. However, due to the complex nature and variables associated with this type of work, the Preliminary Estimate may not accurately represent the actual costs the applicant would be obligated to pay FPL to relocate these facilities. By way of example, this Preliminary Estimate does not include the cost to relocate any distribution facilities, facilities belonging to another utility or potential third-party costs associated with the relocation, such as survey work; acquisition and recording of easements; clearing easements of trees and obstructions which are calculated on a case by case basis as part of the overall cost of the relocation. Additionally, this Preliminary Estimate is based upon favorable field conditions, which include your cooperation and the cooperation of any impacted third parties to eliminate conflicts.

The deposit amount in the amount of \$344,000 has already been received and applied towards the detailed engineering enabling us to proceed with the detailed design and estimating process. The remaining balance of **\$1,603,722.84** is required in order to proceed with the ordering of material and construction. After 90 days the Detailed Estimate will no longer be valid and would be subject to change in the event of a work scope change.

Payment in full and execution of a Relocation Agreement will be required prior to commencement of construction. Time of construction can vary depending upon easement execution, permitting, resource availability, material delivery and line clearances. Such projects are scheduled after full payment is made and a Relocation Agreement is executed.

Please feel free to contact me on (561) 904-3617, should you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink that reads "R. Diaz". The signature is written in a cursive, slightly slanted style.

Ralph Diaz
Transmission Relocations Engineer

Project Description
Capital Project Estimate



Summary Estimate of Cost

Project Level
Work Order List (max 6) T09999-009-0985-00

Project Name: CUS WEST

Line No	Salvage	Removal	Item	Item Cost	Total
6			(A) ENGINEERING		
7			Labor		
8			* Additives of Labor		
9			Transportation		
10			Applied Engineering	\$148,754.00	
11			Contractor & Misc. Expenses		
12			* Additives of Contractor/Misc. Expenses		
13			Sub-total	<u>\$148,754.00</u>	<u>\$148,754.00</u>
14					
15			(B) LAND & LAND RIGHTS (RIGHT OF WAY)		
16			Labor		
17			* Additives of Labor		
18			Transportation Expenses		
19			Purchase and/or Easements		
20			Contractor & Misc. Expenses		
21			* Additives of Contractor & Misc. Expenses		
22			Sub-total		
23					
24			(C) CONSTRUCTION		
25		\$12,306.70	Labor	\$61,346.18	
26			* Additives of Labor		
27		\$6,103.82	Transportation Expenses	\$30,426.22	
28			Material	\$267,735.77	
29			* Stores Loading	\$26,835.43	
30		\$165,694.68	Contractor & Misc. Expenses	\$825,951.60	
31			* Additives of Contractor & Misc. Expenses		
32		<u>\$184,105.20</u>	Sub-total	<u>\$1,212,295.20</u>	<u>\$1,396,400.40</u>
33					
34			(D) OTHER - MAINTENANCE		
35			Labor	\$332.17	
36			* Additives of Labor		
37			Transportation Expenses	\$164.75	
38			Material	\$671.86	
39			* Stores Handling	\$67.34	
40			Contractor & Misc. Expenses	\$4,472.28	
41			* Additives of Contractor & Misc. Expenses		
42			Sub-total	<u>\$5,708.40</u>	<u>\$5,708.40</u>
43					
44			(E) ADMINISTRATIVE & GENERAL COSTS		
45		\$57,957.25	Administrative & General Costs	\$338,902.79	
46		<u>\$57,957.25</u>	Sub-total	<u>\$338,902.79</u>	<u>\$396,860.04</u>
47					
48	<u>\$0.00</u>	<u>\$242,062.45</u>	GRAND TOTAL	<u>\$1,705,660.39</u>	<u>\$1,947,722.84</u>
49			TOTAL INSTALLATION AND MAINTENANCE COST		\$1,705,660.39
50			TOTAL REMOVAL COST		\$242,062.45
51			SALVAGE () LESS SALVAGE ADJUSTMENT (FACILITIES NOT REPLACED)		\$0.00
52			SUB-TOTAL		<u>\$1,947,722.84</u>
53			CREDIT ###.###% (FROM AGREEMENT)		<u>\$0.00</u>
54			NET REPLACEMENT COST (Sum lines 52 and 53)		<u>\$1,947,722.84</u>

This is not consistent with the Agreement provided by staff. I have revised the Agreement such that this is valid and can be relied upon.

\$1,947,722.84

* Handling, Tax & Insurance and Pension & Welfare at Approved Rates

Engineer: _____

Submitted By: _____

Ralph Diaz

Page numbering is confusing.

Amount here is not consistent with Article 5.2.

Work Order Description

cost-only work order to process thru rbl system (Site:sarasota)

Work Order Level

Project Name CUS WEST
Work Order T09999-009-0985-000

Summary Estimate of Cost

Line No	Salvage	Removal	Item	Item Cost	Total
6			(A) ENGINEERING		
7			Labor		
8			* Additives of Labor		
9			Transportation		
10			Applied Engineering	\$148,754.00	
11			Contractor & Misc. Expenses		
12			* Additives of Contractor/Misc. Expenses		
13			Sub-total	<u>\$148,754.00</u>	<u>\$148,754.00</u>
14			(B) LAND & LAND RIGHTS (RIGHT OF WAY)		
15			Labor		
16			* Additives of Labor		
17			Transportation Expenses		
18			Purchase and/or Easements		
19			Contractor & Misc. Expenses		
20			* Additives of Contractor & Misc. Expenses		
21			Sub-total		
22			(C) CONSTRUCTION		
23			Labor	\$61,346.18	
24			* Additives of Labor		
25		\$12,306.70	Transportation Expenses	\$30,426.22	
26			Material	\$267,735.77	
27		\$6,103.82	* Stores Loading	\$26,835.43	
28			Contractor & Misc. Expenses	\$825,951.60	
29		\$165,694.68	* Additives of Contractor & Misc. Expenses		
30			Sub-total	<u>\$1,212,295.20</u>	<u>\$1,396,400.40</u>
31		<u>\$184,105.20</u>	(D) OTHER - MAINTENANCE		
32			Labor	\$332.17	
33			* Additives of Labor		
34			Transportation Expenses	\$164.75	
35			Material	\$671.86	
36			* Stores Handling	\$67.34	
37			Contractor & Misc. Expenses	\$4,472.28	
38			* Additives of Contractor & Misc. Expenses		
39			Sub-total	<u>\$5,708.40</u>	<u>\$5,708.40</u>
40			(E) ADMINISTRATIVE & GENERAL COSTS		
41			Administrative & General Costs	\$338,902.79	
42		\$57,957.25	Sub-total	<u>\$338,902.79</u>	<u>\$396,860.04</u>
43		<u>\$57,957.25</u>			
44			GRAND TOTAL	\$1,705,660.39	\$1,947,722.84
45	\$0.00	\$242,062.45			
46			TOTAL INSTALLATION AND MAINTENANCE COST		\$1,705,660.39
47			TOTAL REMOVAL COST		\$242,062.45
48			SALVAGE () LESS SALVAGE ADJUSTMENT (FACILITIES NOT REPLACED)		\$0.00
49			SUB-TOTAL		<u>\$1,947,722.84</u>
50			CREDIT FROM AGREEMENT (0%)		\$0.00
51			NET REPLACEMENT COST (Sum lines 52 and 53)		<u>\$1,947,722.84</u>

This page appears to be identical to the prior page. If so, why it is necessary or appropriate to have this page? If this page serves no valid purpose, I recommend its removal.

* Handling, Tax & Insurance and Pension & Welfare at Approved Rates

Engineer: _____

Submitted By: _____

Ralph Diaz