

Appendix "A"

Changes to Forms Document FM 436697-1-56-01 / SR 699/Gulf Boulevard UAO Pinellas County Utilities//Utility Work by Highway Contractor Agreement (At Utility Expense)

The above Agreement is amended:

1. Section 1.f. is modified as follows:

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: Final for construction.

2. Section 1.j., Section 1.k. and Section 1.l. are struck as not applicable to this agreement.

3. Section 2.a. is modified as follows:

The **FDOT** shall incorporate the Plans Package into its contract for construction of the Project by supplemental agreement.

4. Section 2.b., Section 2.c., Section 2.d. and Section 2.i. are struck as not applicable to this agreement.

5. Section 3.b. is modified as follows:

The bid for the cost of the Utility Work is \$7,646,917.47.

6. Sections 3.c. is modified as follows:

Within seven (7) calendar days of executing this Agreement the **UAO** will pay to the **FDOT** an amount equal to the Bid; 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 bid 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). Total to be deposited with the FDOT is \$8,564,547.57.

7. Section 3.e. and Section 3.f. are struck as not applicable to this agreement.

8. Section 8 Indemnification is modified as follows:

"FOR GOVERNMENT-OWNED UTILITIES" is struck. The language below that for indemnification remains. The part of the section for non-government owned utilities is struck as not applicable to this agreement.