

**UTILITY WORK AGREEMENT**  
**(Wet Utilities – Contractor Design and Construction)**

Financial Management #: 432193-1-52-01  
County: Orange  
Utility Agency/Owner (“UAO”): City of Orlando

Federal Aid Project # : 0041 (228) I  
State Road No.: I-4

**THIS AGREEMENT**, entered into this \_\_\_ day of \_\_\_\_\_, 2015, by and between **SKANSKA-GRANITE-LANE – a Joint Venture**, hereinafter referred to as “**Contractor**” and the **CITY OF ORLANDO** hereinafter referred to as the “**UAO**”;

**WITNESSETH:**

**WHEREAS**, Contractor, pursuant to a design and construction agreement with I-4 Mobility Partners, which is the concessionaire (“Concessionaire”) under that certain Concession Agreement with the Florida Department of Transportation (“FDOT”), dated September 4, 2014 (the “Prime Contract”), has agreed to the reconstruction of a portion of Interstate 4 (“I-4”) that runs through Orange and Seminole Counties which is commonly referred to as the I-4 Ultimate Project (the “Project”); and

**WHEREAS**, Contractor has entered into that certain Design Build Agreement with Concessionaire dated September 4, 2014 (the “DBA”) for design, construction, operations and maintenance work in connection with the Project; and

**WHEREAS**, the Project consists of the reconstruction of twenty-one (21) miles of I-4 from west of Kirkman Road in Orange County to east of State Road 434 in Seminole County, which activity will require the location (vertically and/or horizontally), protection, relocation, installation, adjustment and/or removal of certain utility facilities throughout the entirety of the Project (the “Utility Adjustment Work”); and

**WHEREAS**, pursuant to the terms of the Prime Contract and the DBA, Contractor has the authority and obligation from and to FDOT, respectively, to contract with utilities for completion of the Utility Adjustment Work located within FDOT right-of-way that is within the limits of the Project (the “Affected ROW”), as set forth herein; and

**WHEREAS**, the UAO owns certain utility facilities which are located in the Affected ROW hereinafter referred to individually as “Facility” and collectively as the “Facilities”, which Facilities are described in more detail on **Exhibit “A”** attached hereto and incorporated herein, and which are the active Facilities of the UAO in the Affected ROW that the parties have determined as of the date of the Contract Documents (as defined below) may be required to be protected, relocated, adjusted or removed, or some combination thereof (each of which, as well as any Facilities that are the subject of Subsequently Identified Conflicts, as defined below, shall hereinafter be referred to as a “Conflict”), to accommodate the Project; and

**WHEREAS**, Exhibit A also identifies each known Conflict by number and describes same; and

**WHEREAS**, the Utility Adjustment Work for the Project as a whole is described on **Exhibit “B”** attached hereto and incorporated herein; and

**WHEREAS**, the UAO and the Contractor wish to contract for the Contractor to perform the Utility Adjustment Work at Contractor’s expense (the “Contractor Performed Work”), in accordance with the terms of this Agreement; and

**WHEREAS**, the UAO intends to hire CPH (“CPH”) to conduct plan review and construction inspection on behalf of the UAO under the terms of this Agreement, (the “UAO Consultant”); and

**WHEREAS**, the Contractor has agreed to pay the UAO Consultant’s reasonable fees and expenses as same are incurred by the UAO under a separate agreement, “UAO Consultant Agreement,” to be entered into between UAO and the UAO Consultant as provided in Section 18 of this Agreement; and

**WHEREAS**, Contractor Performed Work to resolve any particular Conflict may be divided into more than one project or job, each of which shall be referred to in this Agreement, as a “Job”; and

**WHEREAS**, Contractor, and the UAO desire to enter into this Agreement which establishes the terms and conditions applicable to the Utility Adjustment Work.

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

**1. Utility Adjustment Work Performed by Contractor - Design.** For Contractor Performed Work relating to Utility Adjustment Work design, the Contractor shall utilize the following procedures:

(a) **Contractor Proposed Plans Package.** For each Job, Contractor shall prepare engineering design, plans, technical special provisions, and a schedule for the Contractor Performed Work (hereinafter collectively referred to as the “Contractor Proposed Plans Package”) consistent with Exhibit B, which the Contractor shall provide to the UAO and the UAO Consultant for approval, which approval shall not be unreasonably withheld. UAO expressly agrees that the schedule contained within the Proposed Contractor Plans Package for each Job is for UAO’s information and not approval, and that said Job schedule is part of the overall Project Schedule as defined by and required under both the Prime Contract, the DBA and any other applicable FDOT contract documents for the Project (the “Contract Documents”).

(b) **UAO Review and Comment.** The UAO, or the UAO Consultant, at contractor’s expense, shall provide comments to the Contractor Proposed Plans Package or approval to the Contractor Proposed Plans Package to the Contractor within twenty (20) days of receipt. If the UAO provides comments, and such comments are reasonable and necessary and in compliance with FDOT’s Utility Accommodation Manual and FDOT’s Plans Preparation Manual, Volume I, Chapter 5, in effect at the time the Contractor Proposed Plans Package is prepared, and the UAO’s specifications set forth in **Exhibit “C”**, as well as the UAO’s Engineering Standards Manual and City of Orlando City Code for the work in question

(collectively, “Applicable Specifications”), the Contractor shall revise the Contractor Proposed Plans Package based upon the comments and provide a revised Proposed Plans Package to the UAO for approval, and the above process shall again apply until the UAO provides approval, which approval shall not be unreasonably withheld. The Contractor Proposed Plans Package approved by the UAO shall be the “Contractor’s Plans Package.”

(c) **Contractor Plans Package Format and Specifications.** The Contractor Plans Package shall be in the same format as required by the Contract Documents, and shall be suitable for reproduction. The Contractor Plans Package shall be prepared by the Contractor in compliance with FDOT’s Utility Accommodation Manual and FDOT’s Plans Preparation Manual in effect at the time the Contractor Plans Package is prepared, and FDOT Contract Documents as well as the UAO’s Applicable Specifications. If FDOT’s Plans Preparation Manual is updated and conflicts with FDOT’s Utility Accommodation Manual, the Utility Accommodation Manual shall take precedence where such conflicts exists. The technical special provisions which are a part of the Contractor Plans Package shall be prepared by the Contractor in accordance with FDOT’s guidelines on preparation of technical special provisions and shall not deviate from general contracting provisions of FDOT’s Standard Specifications for Road and Bridge Construction and any Supplemental Specifications, Special Provisions, or Developmental Specification of FDOT for the Project.

(d) **Utility Enhancement / Betterment.** If the Conflict or Job requiring Contractor Performed Work will result in a betterment or enhancement to a utility facility, defined as any additions or enhancements that are requested by the UAO in the Contractor Performed Work (“Utility Enhancement”), the Contractor shall provide, as part of the Contractor Proposed Plans Package, a cost estimate for the Utility Enhancement. Within fifteen (15) days of receipt of the cost estimate for any Utility Enhancement, the UAO shall either accept the cost estimate, or reject it in writing. A rejection of the cost estimate without further communication with the Contractor shall be deemed a rejection of the Utility Enhancement work and Contractor shall not be obligated to complete said Utility Enhancement. If accepted, the Contractor shall contract for and arrange for completion of the Utility Enhancement through a Work Order which expressly and separately identifies the Utility Enhancement for each Job.

If the Contractor Performed Utility Work includes any Utility Enhancements for Subsequently Identified Conflicts, as defined in Section 7 below, which are not strictly necessary to resolve any particular Subsequently Identified Conflict, then Contractor shall be entitled to a credit for the Utility Enhancement.

(e) **Permits and Approvals.** The Contractor shall be responsible for securing all permits, as may be required, for the Contractor Plans Package, Utility Adjustment Work, this Agreement and for managing and coordinating with FDOT and other right-of-way users, in connection with the Utility Adjustment Work, if and as may be necessary.

(f) **Compliance with Project Schedule.** No later than April 1, 2015, Contractor shall provide UAO with a utility relocation schedule for the Project, which shall be incorporated herein as **Exhibit “D”** (the “Preliminary Project Schedule”). Contractor is required to update the Preliminary Project Schedule in conformance with the requirements of the Contract Documents, and shall provide UAO with copies of the same. The current Preliminary Project

Schedule may be accessed by UAO at any time at Contractor's Project office. Provided Contractor is in compliance with its obligations hereunder, and subject to the Force Majeure provisions of Section 9 below, UAO shall comply with the timeframes set forth in the Preliminary Project Schedule and herein. UAO expressly acknowledges that the timeframes set forth herein are part of the overall Project schedule and Preliminary Project Schedule as prescribed and required under the Contract Documents, and agrees that UAO's failure to perform within said timeframes may impact the performance of Contractor's obligations and deliverables thereunder. As such, UAO agrees that in the event issues arise subsequent to the date of this Agreement relative to the Utility Adjustment Work that may result in delays to the Contractor Performed Work, both parties will work cooperatively and in good faith, using best efforts to resolve them in as timely a manner as possible. Notwithstanding the terms of this subparagraph, the parties do not anticipate that the UAO will conduct any of the Utility Adjustment Work or any other construction/relocation work under this Agreement absent an amendment hereto.

**2. Utility Adjustment Work Performed by Contractor - Performance.** The Contractor shall utilize the following procedures for Contractor Performed Work:

(a) **Construction.** Contractor shall construct the Contractor Performed Work in accordance with the Contractor Plans Package and shall be responsible for the completion of such work. In the event of changes to the schedule for the Contractor Performed Work provided to the UAO under Section 3, the Contractor shall provide prompt written notice to the UAO of the changes.

(b) **Progress Inspections by UAO.** The UAO, or the UAO Consultant, shall perform at Contractor's expense and in coordination with Contractor, any inspections of the Contractor Performed Work that the UAO wishes to perform, by consultant or City staff, to assess whether it is properly performed in accordance with the Contractor Plans Package. The Contractor shall invite the UAO in advance to all Project construction progress meetings where utility conflicts will be discussed, and the UAO and its representatives may attend any such meetings or appear on-site for such inspections. All such inspections shall be properly scheduled, coordinated and performed during the progress of the Contractor Performed Work so as to avoid or minimize any impact on Contractor's activities at the Project.

(c) **Cancellation by Contractor.** The Contractor shall have the right to cancel any Contractor Performed Work that it, in its sole discretion, deems is no longer required. In the event of such cancellation, the Contractor shall provide written notice to the UAO (the "Notice of Cancellation").

(d) **Final Inspection by UAO.** Upon completion of construction of the Contractor Performed Work, the Contractor shall provide written notice to the UAO of completion. The UAO and the UAO's Consultant, shall promptly thereafter be afforded the opportunity to inspect the work, at Contractor's expense, within two (2) business days from receipt of the notice from Contractor, and shall notify the Contractor in writing of any observed deficiencies from the Contractor Plans Package within three (3) business days of the end of such inspection period. Upon correction by the Contractor or its contractor(s) of any deficiencies from the Contractor Plans Package notified in writing by the UAO as set forth above, the Contractor shall provide written notice to the UAO, and the UAO shall be afforded an

opportunity to re-inspect and notify the Contractor of approval or rejection of the corrective work performed to address the noted deficiencies (in which case the above process shall again apply). Failure by the UAO to perform its inspection within two (2) business days from receipt of the notice of completion from Contractor (if the UAO deems such inspection to be necessary under the then-circumstances), or to provide the notification of deficiencies to Contractor within three (3) business days of the end of such inspection period shall be deemed acceptance by the UAO of the Contractor Performed Work. Upon acceptance by the UAO, ownership of the Contractor Performed Work shall be transferred by the Contractor to the UAO (said transfer to include all warranties and guarantees) at no cost and free of any liens or encumbrances, which transfer shall be memorialized by delivery of final acceptance from UAO to Contractor. Prior to any such transfer of Contractor Performed Work to the UAO, FDOT permit(s) therefore shall have been procured and copies of issued permits shall be delivered to the UAO with or prior to the final acceptance. The Contractor shall procure the permit(s), and the UAO shall cooperate with and assist the Contractor, at the Contractor's request, in securing any such permits.

**3. Cost of Contractor Performed Work.** Except as relating to Utility Enhancements, Contractor shall be responsible for all costs of the Contractor Performed Work and all costs associated with any Contractor generated adjustments or changes to the Contractor Plans Package for the Contractor Performed Work, including, but not limited to, the cost of changing the Contractor Plans Package and any increase in the cost of performing the Contractor Performed Work resulting from such Contractor generated adjustments or changes to the Contractor Plans Package. In the event of any such Contractor proposed changes, Contractor shall provide to the UAO the proposed changes for written approval, which written approval shall be necessary to effect the changes in the Plans Package and which written approval shall not be unreasonably withheld or delayed. The UAO shall not be responsible for any costs or delays caused by such Contractor requested adjustments or changes, subject to the provisions in Section 1(d) above regarding UAO responsibility for cost for Utility Enhancements. Unless due to Force Majeure, in the event that the UAO requests any changes to the approved Contractor Plans Package, the UAO shall be responsible for the costs and time impact of any such changes that are actually made and implemented, and such changes may be declined at Contractor's sole and absolute discretion.

(a) **Utility Enhancement Credits.** Contractor will receive credits from the UAO for the cost of implementing Utility Enhancements. The cost of the Utility Enhancements shall be determined based on the increase in cost to the Contractor arising from the design and construction of the Utility Enhancement. The amount of the Utility Enhancement Credits required shall be determined by mutual agreement between the UAO and the Contractor as part of the cost estimate included in the Contractor Proposed Plans Package and UAO Proposed Plans Package, and as finally approved in the Contractor Plans Package and the UAO Plans Package. If the UAO and the Contractor are unable to agree on the amount of a credit, the Utility Enhancement shall not be performed by Contractor. In the event, should the UAO wishes to complete the Utility Enhancement itself then the UAO shall not seek payment from Contractor for the cost of same.

**4. Out of Service Facilities.** Contractor shall be responsible to remove from the Affected ROW any and all materials and equipment corresponding to Facilities (whether they are the subject of any Conflict or Subsequently Identified Conflict) which, as a result of the Utility

Adjustment Work, shall no longer be active or be used for the Project and are required to be removed by FDOT, the UAO or the Contractor and that are identified in Exhibit B to this Agreement (hereinafter “Out of Service Facilities for Removal”).

**5. Subsequently Identified Conflicts.** If any of the parties identifies after the date of this Agreement active utility facilities of the UAO in addition to the Facilities that are required to be protected, relocated, adjusted or removed, or some combination thereof (“Subsequently Identified Conflicts”), to accommodate the Project, then this Section shall apply. A party that identifies a Subsequently Identified Conflict shall provide written notice to the other party describing the conflict within three (3) days of discovery. Within ten (10) business days of receipt of the written notice, or such longer period of time as may be agreed to by the Parties, in writing, for major Subsequently Identified Conflicts, if any, the parties shall cooperate to prepare addenda to Exhibits A, B, C and D for such Subsequently Identified Conflict and shall agree in writing on such addenda, including, identification and pricing of Utility Enhancement, if any. The terms in this Agreement shall apply to such additional Utility Adjustment Work identified on any such addenda.

**6. Default.** In the event that either party breaches any provision of this Agreement, the non-breaching party shall give written notice to the breaching party detailing the alleged breach, and allow the breaching party twenty (20) days to cure, or submit an acceptable plan to cure the breach (the “Cure Period”). If, after the Cure Period, the breach is not cured or the acceptable plan is not submitted, the non-breaching party may exercise one or more of the following options:

- a. Terminate this Agreement by written notice delivered to the breaching party;
- b. Pursue a claim for damages suffered by the non-breaching party, FDOT or the public;
- c. Pursue any other remedies available at law or equity;
- d. Perform any work with its own forces or through contractors and the breaching party shall reimburse the non-breaching party for the actual costs thereof within five (5) business days after receiving a request therefor.
- e. If the breach is a failure of the Contractor to pay the UAO any undisputed amount as required under this Agreement, the UAO may suspend any activities under this Agreement until paid, in addition to any other remedies that the UAO may have. Provided all undisputed amounts have been paid, no party may suspend performance of its obligations under this Agreement on account of non-payment. All disputed amounts shall be resolved pursuant to the dispute resolution provisions in Sections 20(e) and 20(f).

**7. DBE Programs and Small Businesses.** Under the Contract Documents, the Contractor is required to comply with the requirements of 49 C.F.R. Part 26 relating to Disadvantaged Business Enterprise (“DBE”) programs (the “DBE Program”) and to prepare a DBE Affirmative Action Program, incorporating the following goals (collectively, the

“Aspirational Goals”): 9% of the Project costs should be performed by DBEs and 3% of the Project costs should be performed by non-DBE Small Businesses.

**8. On-The-Job Training Requirements.** Under the Contract Documents, the Contractor is required to provide on-the-job training (“OJT”) aimed at developing full journeymen in the type(s) of trade or job classification(s) involved in the work for the Project.

**9. E-Verify.** The Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Contractor to participate in the Contractor Performed Work during the term of this Agreement.

**10. Wage Rates for Federal-Aid Projects.** In accordance with the requirements of the Contract Documents, the U.S. Department of Labor wage rates apply to the Project and shall apply to the Contractor Performed Work and this Agreement per **Exhibit “I”**.

**11. Civil Rights Act of 1964.** The Contractor shall fully comply with the provisions of Title VI of the Civil Rights Act of 1964 and any subsequent revisions thereto in connection with the Contractor Performed Work covered by this Agreement.

**12. Discriminatory and Convicted Vendor Lists.** The Contractor agrees it will not let any contract for the Contractor Performed Work to any entity or the affiliate of any entity placed on FDOT’s or the State of Florida’s discriminatory vendor list or its convicted vendor list. The Contractor will include this provision in all of its lower tier subcontracts and will prohibit all its subcontractors, including suppliers, from contracting with any such entity for any work related to the Contractor Performed Work.

**13. Buy America Requirements.** The Contractor shall meet the Buy America requirements, as specified in 23 U.S.C. §313 and 23 C.F.R. §635.410 and FHWA manuals and policy memoranda thereunder. The provisions of 23 C.F.R. §635.410 and FHWA’s manuals and policy memoranda thereunder are incorporated herein by reference, including the December 20 and 21, 2012 policy memoranda (providing interpretation of MAP-21, section 1518 and regarding application to manufactured products, respectively), which can be found at <http://www.fhwa.dot.gov/construction/cqit/buyam.cfm>.

**14. Form FHWA – 1273.** The Contractor shall comply with the requirements for contractors and subcontractors set forth in Form FHWA – 1273, a copy of which is attached hereto as Appendix 1 and incorporated herein.

**15. Force Majeure.** Neither the UAO nor the Contractor shall be liable to the other for any failure to perform under, this Agreement to the extent such performance is affected by an act of God, war, riots, natural catastrophe, labor disputes, on-site interference caused by third parties, delays in customers providing necessary releases, delays in receipt of permits (subject to Section 1(e) above) or any other event directly affecting the Project which is beyond the control of the non-performing party and/or defined as a Force Majeure Event under the Prime Contract.

**16. Indemnification.** Subject to the provisions of Chapter 725, Florida Statutes, UAO and Contractor shall, to the extent permitted by law, indemnify, and hold harmless each

other, their officers, and employees, along with FDOT, and the officers, agents and employees of FDOT, from and against any claim, loss, damage, cost, charge, or expense for bodily injury or to death of any person and for damage to or destruction of property, if and to the extent caused by the negligence or willful misconduct of the other relating to activities of the other under this Agreement. UAO and Contractor reserve the right to participate, support, cooperate and join other party in the defense, negotiations and/or settlement of any claim or suit arising from any matter for which the one party is obligated to indemnify the other under this Agreement. A party's obligations under this Section shall not be excused because of that party's inability to evaluate liability or because the party evaluates liability and determines the party is not liable. Only a final, unappealable adjudication or judgment finding the party is not liable shall excuse performance of this provision by the party. Each party shall pay its own costs and fees related to its obligation under this Section and the enforcement thereof. A delay by FDOT or the Contractor in notifying the UAO of a claim shall not release the UAO of any duty set forth herein. Nothing in this Agreement constitutes a waiver of the UAO's grant of sovereign immunity or the limitations of liability established under Section 768.28, Florida Statutes. These limitations, including though not exclusively, the monetary limitations of \$200,000 per individual claim or \$300,000 for all claims per occurrence, shall also apply to the UAO's obligations to indemnify under this paragraph.

**17. Miscellaneous.**

a. **Recitals.** The recitals above are incorporated into the body of this Agreement as if fully set forth herein.

b. **UAO Performed Work.** Although not contemplated by this Agreement, in the event it becomes necessary for the UAO to perform certain portions of the Utility Adjustment Work, for which the UAO will receive payment from Contractor (the "UAO Performed Work"), the parties agree to enter into any amendments and/or supplementary agreements which are necessary to incorporate the Contract Documents' requirements as affirmative obligations for the UAO.

c. **Time of the Essence.** Time is of essence in the performance of all obligations under this Agreement. The term "days" as used in this Agreement shall mean calendar days, unless otherwise specified.

d. **Mutual Cooperation.** Each party shall cooperate with and assist the other party, at the applying party's request, in securing any permits required for any Utility Adjustment Work.

e. **No Limitation of Remedies.** Each party's execution of this Agreement, or termination of this Agreement, shall not: (1) waive either party's statutory rights or rights that each party may have pursuant to other agreements, including without limitation the Contract Documents and/or other agreements with FDOT, or (2) relieve either party from any obligations it has pursuant to other agreements between the parties or from any statutory obligations that either party may have with regard to the subject matter hereof.

f. **Merger.** 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. Any amendments to this Agreement shall be in writing and signed by both parties.

g. **Venue.** This Agreement shall be governed by the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be courts of competent jurisdiction located in Orange County, Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof. The prevailing party in any lawsuit arising out of this Agreement shall be entitled to recover from the non-prevailing 'party attorneys' fees and costs incurred by the prevailing party for the lawsuit, including without limitation, through appeals, if any.

h. **Mediation.** Each party agrees that it shall submit any and all disputes arising out of this Agreement to mediation prior to filing a lawsuit in court. Each party agrees that it will participate in any such mediation and that the costs of mediation will be shared by the parties equally. Mediation shall be conducted in Orange County, Florida.

i. **Notices.** All notices required pursuant to the terms hereof may be sent by first class United States mail, hand delivery, or overnight courier and shall be deemed to have been received five (5) business days from the proper sending thereof for United States mail, the day of hand delivery for hand delivery, and the day after the sending for overnight courier. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to Contractor:

Skanska-Granite-Lane, a Joint Venture  
1551 Sandspur Road  
Maitland, Florida 32751  
Attn: Tom Boyle, PE

With a copy to:

Holland and Knight  
200 South Orange Avenue, Suite 2600  
Orlando, Florida 32801  
Attn: Allison E. Turnbull, Esq.

If to UAO:

Richard Howard, PE  
Director Public Works  
City of Orlando  
400 S. Orange Ave.  
Orlando, FL 32802

**j. Effective Date.** The “Effective Date” shall refer to the date that this Agreement has been fully executed by Contractor and UAO.

**18. UAO Consultant Agreement.** The UAO Consultant Agreement shall include a rate sheet, “Rate Sheet,” as described in Exhibit “E,” attached hereto and incorporated herein by reference, which Rate Sheet, the Contractor hereby approves. The UAO Consultant’s scope of work, “Scope,” shall include, though not exclusively, plans review and construction inspection related to the Utility Adjustment Work. The UAO shall submit invoices to the Contractor, no more than monthly, in the amount of the reasonable costs incurred by the UAO under the UAO Consultant Agreement or arising from the UAO’s responsibilities and obligations under this Agreement. The invoice shall include the supporting documentation necessary to evidence the costs incurred by the UAO. The Contractor agrees to make payment to the UAO within sixty (60) days of the UAO’s submittal of an invoice to Contractor. If Contractor objects to any portion of the invoice, Contractor shall notify the UAO prior to expiration of said thirty (30) day period but shall pay the remaining portion within the timeframe referenced above. UAO and Contractor shall negotiate in good faith to expeditiously resolve Contractor’s objection(s) and ensure appropriate payment to the UAO. The Contractor’s obligation to reimburse the UAO hereunder, include those CPH costs incurred by the UAO prior to execution of this Agreement if such costs are authorized under the UAO Consultant Agreement.

**19. Independent Contractors.** The UAO and CPH, their agents, contractor(s), and subcontractors shall perform all activities that are outlined in this Agreement as independent entities and not as agents, employees or representatives of the Contractor or their employees or representatives.

**[Signatures appear on following page.]**

**IN WITNESS THEREOF**, the parties hereto have executed this Agreement effective the day and year first written.

**CONTRACTOR:**

BY: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**UAO:**

BY: **City of Orlando**

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

Name: \_\_\_\_\_

Title: Mayor / Mayor Pro Tem

**Exhibit A**  
**UAO Facilities**

**Exhibit B**

**Utility Adjustment Work for the Project**

**Exhibit C**

**UAO Applicable Specifications**

**Exhibit D**  
**Preliminary Project Schedule**