

COMMUNICATIONS SERVICES UTILITY JOINT PARTICIPATION AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, year of _____, hereinafter referred to as the "Joint Participation Agreement," by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**FDOT**," and _____, hereinafter referred to as "**UAO**";

WITNESSETH:

WHEREAS, **UAO** owns, or may in the future own, certain communications services utility facilities which are or may in the future be located on any public roads or publicly owned rail corridors, hereinafter referred to as the "Facilities," (said term shall be deemed to include utility facilities as the same may be permanently relocated, adjusted, and/or placed out of service and removed); and

WHEREAS, **FDOT**, engages in projects which involve constructing, reconstructing, or otherwise changing public roads and other improvements located on public roads or publicly owned rail corridors, hereinafter referred to as either the "Project" or "Projects"; and

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

WHEREAS, **UAO**, in accordance with and subject to the limitations of the terms and conditions of this Joint Participation Agreement, may be entitled to be reimbursed for some portion or all of the Utility Work, under the laws of the State of Florida; and

WHEREAS, **FDOT** and **UAO** desire to enter into an agreement which establishes the terms and conditions applicable to the **FDOT's** joint participation, as required under the laws of the State of Florida, in the cost of the Utility Work, and eliminates the need for an individual agreement on each Project; and

WHEREAS, **FDOT** and **UAO** agree that this Joint Participation Agreement serves to satisfy all obligations of **FDOT** arising under Section 337.403, Florida Statutes; and

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

1. Issuance of Utility Order

In the event that **FDOT** determines that Utility Work may be necessary for any Project, the following procedure shall apply, provided that **UAO** and **FDOT** may mutually agree to combine or eliminate all or any portion of this procedure on any Project:

- a. **FDOT** shall send a statutory written notice to **UAO** specifying the applicable Project which includes roadway improvements to increase safety or reduce congestion and which may require **UAO** to perform Utility Work on **UAO's** permitted infrastructure within a planned or existing public right-of-way, providing **FDOT's** then current plans for the Project with schedule, timeline, and anticipated year of construction, and specifying the return date by which **UAO** must comply with Subparagraph 1.b., which return date shall be no earlier than ninety (90) calendar days from the submission date of the written notice.
- b. **UAO** shall, by the date specified by **FDOT** in the written notice, return an estimated timeframe and project cost for the Utility Work which shall include a utility relocation schedule using the Utility Work Schedule template provided in the Utility Accommodation Manual "UAM" pursuant to Rule 14-46.001 F.A.C. **UAO** agrees that failure to timely return such documentation shall constitute a forfeiture of **UAO's** right to reimbursement from **FDOT** for the Utility Work.

COMMUNICATIONS SERVICES UTILITY JOINT PARTICIPATION AGREEMENT

2. Reimbursement for Utility Work

- a. In the event **FDOT's** Project requires **UAO** to perform Utility Work consisting of permanently relocating **UAO's** permitted infrastructure within a planned or existing public right-of-way for reason of roadway improvements to increase safety or reduce congestion, **UAO** has complied with Subparagraph 1.b. of this Joint Participation Agreement, and **UAO** initiates the Utility Work within a mutually agreed upon timeframe (as provided in Subparagraph 2.d. of this Joint Participation Agreement), the **FDOT** agrees to reimburse **UAO** for a portion of the cost of the Utility Work, hereinafter referred to as the "**FDOT** Participating Amount," subject to Subparagraphs 2.e. and 2.h. of this Joint Participation Agreement. **FDOT** Participating Amount is established by **FDOT's** Utility Work Estimate form found in the UAM. **FDOT** Participating Amount shall be based upon Subparagraph 2.c. below. Any costs not included in the approved Plans and Estimate and any location work (vertically or horizontally) or other engineering work performed to determine the compensability of the Utility Work shall not be reimbursed by **FDOT**. **UAO** shall obtain written approval from **FDOT** prior to performing Utility Work which exceeds the Estimate or which is not in the Plans.
- b. The method to be used in calculating the cost of the Utility Work which is reimbursable shall be one of the following, as specified at the time of the issuance of the work order:
 - (1) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
 - (2) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by **UAO** and approved by **FDOT**. (If this option is selected, **UAO** shall provide written evidence of such approval).
 - (3) An agreed lump sum as supported by a detailed analysis of estimated costs prepared during the process established by Paragraph 1.
- c. In accordance with Florida law, **FDOT** will reimburse fifty percent (50%) of the cost of Utility Work for the permanent relocation of communications services utilities when the time between the date of **FDOT's** approval of the permit for **UAO's** facility/infrastructure installation ("Permit Approval Date") and the date of **FDOT's** statutory written notice to **UAO** pursuant to Subparagraph 1.a. of this Joint Participation Agreement to initiate the utility coordination process ("Statutory Notice Date") is seven (7) years or less.
- d. Reimbursement by **FDOT** based upon **FDOT's** joint participation in the cost of the Utility Work, shall be forfeited by **UAO** if **UAO** fails to comply with the terms provided in Subparagraphs 1.b., 2.e., and 2.h of this Joint Participation Agreement and/or **UAO** fails to initiate work within a mutually agreed upon timeframe, as required by Section 337.403, Florida Statutes. Deviations from the timelines provided in Paragraph 1 of this Joint Participation Agreement must be agreed upon in writing between **UAO** and **FDOT**. If a deviation from the timeline cannot be agreed upon, either party may prevail to the State Utility Engineer, in writing, for a resolution.
- e. **UAO** agrees, prior to seeking reimbursement and/or joint participation in the cost of the Utility Work from **FDOT** pursuant to this Joint Participation Agreement, to exhaust all other potential sources of reimbursement for the cost of the Utility Work, including, but not limited to, reimbursement under Section 337.403(1), Florida Statutes, or grant funds provided through other government sources.
- f. This Joint Participation Agreement shall not be construed to prevent **FDOT** from pursuing the additional relocation processes, agreements, or payment options authorized under Section 337.403, Florida Statutes, or to prevent **UAO** from using grant funds provided through other government sources to support all or a portion of the cost of the Utility Work.
- g. Salvage Value.

COMMUNICATIONS SERVICES UTILITY JOINT PARTICIPATION AGREEMENT

FDOT shall receive salvage value credit for any salvage which shall accrue to **UAO** as a result of the Utility Work. It is **UAO's** responsibility to ensure recovery of salvageable materials and to report the salvage value of same to **FDOT**. This Salvage Value credit shall be applied as provided in Subparagraph 3.c.

- h. As part of the Utility Work to be performed by **UAO**, **UAO** agrees to remove all of **UAO's** facilities located in **FDOT's** right-of-way at the location of the Project which are either currently out of service, or which will be placed out of service in furtherance of the Utility Work.
- i. Issuance of payment to **UAO** by **FDOT** for **FDOT** Participating Amount is contingent upon **FDOT's** receipt from **UAO** of detailed final invoices in accordance with Paragraph 3 of this Joint Participation Agreement.

3. Invoice Procedures for FDOT Participating Amount

The following terms and conditions apply to all invoices submitted pursuant to this Joint Participation Agreement for reimbursement of **FDOT** Participating Amount:

- a. **UAO** may, unless reimbursement is on a lump sum basis pursuant to Subparagraph 2.b. hereof, at monthly intervals, submit progress invoices for all costs incurred for the period covered by the invoice. In addition to deductions for applicable credits, which deductions shall be shown on the invoice, **FDOT** will retain ten (10%) percent of such progress invoices. Retainage will be paid with the final invoice. If reimbursement is on a lump sum basis pursuant to Subparagraph 2.b. hereof, the lump sum invoice shall be submitted as a final invoice pursuant to Subparagraph 3.b. below.
- b. **UAO** shall submit a final invoice to **FDOT** for payment of all Utility Work within one hundred and eighty (180) calendar days after written notification from **FDOT** of final acceptance of the Utility Work. **UAO** waives all right of reimbursement for invoices submitted more than one hundred eighty (180) calendar days after written notification of final acceptance of the Utility Work. **FDOT** does not waive its right to reject future untimely invoices by acceptance and payment of any invoices not submitted within one hundred eighty (180) calendar days after written notification of final acceptance of the Utility Work.
- c. All invoices shall be arranged in the order of items contained in the Estimate. The totals for labor, overhead, travel expenses, transportation, equipment, materials and supplies, handling costs and all other services shall be shown in such a manner as will allow ready comparison with the approved Plans and Estimate. Materials shall be itemized where they represent major components. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in relative position with the charge for the replacement or the original charge for temporary use.
- d. All invoices shall show the description and site of the Project and the location where the records and accounts invoiced can be audited. Adequate reference shall be made in the invoicing to **UAO's** records, accounts, and other relevant documents.
- e. All cost records and accounts shall be maintained in the auditable condition for a period of eight hundred twenty (820) calendar days after final payment is received by **UAO** and shall be subject to audit by a representative of **FDOT** at any reasonable time during this eight hundred twenty (820) calendar day period.
- f. Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Such detail shall include, but not be limited to, a separation of costs for work performed by **UAO's** employees and work performed by **UAO's** contractor.
- g. Invoices for any travel expenses shall be submitted in accordance with Section 112.061, Florida

COMMUNICATIONS SERVICES UTILITY JOINT PARTICIPATION AGREEMENT

Statutes. A state agency may establish rates lower than the maximum provided in Section 112.061, Florida Statutes.

- h. Upon receipt of an invoice, **FDOT** has thirty (30) calendar days to inspect and approve the goods and services. **FDOT** has twenty (20) calendar days from the latter of the date the invoice is received or the goods or services are received, inspected and approved to deliver a request for payment (voucher) to the Department of Financial Services or to return the invoice to **UAO**.
- i. If a warrant in payment of an invoice is not issued within forty (40) calendar days from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty, as established pursuant to Section 215.422, Florida Statutes, will be due and payable in addition to the invoice amount, to **UAO**. Interest penalties of less than one (1) dollar will not be enforced unless **UAO** requests payment. Invoices which have to be returned to **UAO** because of **UAO's** preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to **FDOT**. In the event of a bona fide dispute, **FDOT's** voucher shall contain a statement of the dispute and authorize payment only of the undisputed amount.
- j. In accordance with Section 287.0582, Florida Statutes, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the legislature.
- k. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Chief Financial Officer's Hotline, 1-800-848-3792.
- l. In accordance with the Florida Statutes, **FDOT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. **FDOT** shall require a statement from the comptroller of **FDOT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this Paragraph shall be incorporated verbatim in all contracts of **FDOT** which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year. For this purpose, the individual work orders shall be considered to be the binding commitment of funds.
- m. **PUBLIC ENTITY CRIME INFORMATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- n. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

COMMUNICATIONS SERVICES UTILITY JOINT PARTICIPATION AGREEMENT

4. Default

- a. In the event that **UAO** breaches any provision of this Joint Participation Agreement, then in addition to any other remedies which are otherwise provided for in this Joint Participation Agreement, **FDOT** may exercise one or more of the following options, provided that at no time shall **FDOT** be entitled to receive double recovery of damages:
- (1) Terminate this Joint Participation Agreement if the breach is material and has not been cured within 60 calendar days from written notice thereof from **FDOT**.
 - (2) Pursue a claim for damages suffered by **FDOT**.
 - (3) If the Utility Work is reimbursable under this Joint Participation 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 Joint Participation Agreement, offset any damages suffered by **FDOT** or the public against payments due under this Joint Participation 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 **UAO** for the placement of Facilities on **FDOT** property if the breach is material and has not been cured within 60 calendar days from written notice thereof from **FDOT** until such time as the breach is cured.
 - (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 **FDOT** breaches any provision of this Joint Participation Agreement, then in addition to any other remedies which are otherwise provided for in the Joint Participation Agreement, **UAO** may exercise one or more of the following options:
- (1) Terminate this Joint Participation Agreement if the breach is material and has not been cured within 60 calendar days from written notice thereof from **UAO**.
 - (2) If the breach is a failure to pay an invoice for Utility Work which is reimbursable under this Joint Participation Agreement, pursue any statutory remedies that **UAO** may have for failure to pay invoices.
 - (3) Pursue any other remedies legally available.
- c. Termination of this Joint Participation Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties and from any statutory obligations that either party may have with regard to the subject matter hereof.

5. Indemnification

FOR GOVERNMENT-OWNED UTILITIES:

To the extent provided by law, **UAO** shall indemnify, defend, and hold harmless **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 **UAO**, its agents, employees, or contractors during the performance of the Joint Participation Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither **UAO**, its agents, employees, or contractors

COMMUNICATIONS SERVICES UTILITY JOINT PARTICIPATION AGREEMENT

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 **FDOT** or any of its officers, agents, or employees during the performance of this Joint Participation Agreement.

When **FDOT** receives a notice of claim for damages that may have been caused by **UAO** in the performance of services required under this Joint Participation Agreement, **FDOT** will immediately forward the claim to **UAO**. **UAO** and **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, **FDOT** will determine whether to require the participation of **UAO** in the defense of the claim or to require **UAO** to defend **FDOT** in such claim as described in this section. **FDOT's** failure to notify **UAO** of a claim shall not release **UAO** from any of the requirements of this section. **FDOT** and **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:

UAO shall indemnify, defend, and hold harmless **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 **UAO**, its agents, employees, or contractors during the performance of the Joint Participation Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither **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 **FDOT** or any of its officers, agents, or employees during the performance of this Joint Participation Agreement.

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

6. Force Majeure

Neither **UAO** nor **FDOT** shall be liable to the other for any failure to perform under this Joint Participation 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 estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

7. Miscellaneous

- a. If the Utility Work is reimbursable under this Joint Participation Agreement, **UAO** 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 Utility Work covered by this Joint Participation Agreement, and such compliance will be governed by one of the following methods as determined at the time of the issuance of the work order:

UAO will perform all or part of such Utility Work by a contractor paid under a contract let

COMMUNICATIONS SERVICES UTILITY JOINT PARTICIPATION AGREEMENT

by **UAO**, and the Appendix "A" of Assurances transmitted with the issued work order will be included in said contract let by **UAO**.

- UAO** will perform all of its Utility Work entirely with **UAO's** forces, and Appendix "A" of Assurances is not required.
- The Utility Work involved is agreed to by way of just compensation for the taking of **UAO's** facilities on right-of-way in which **UAO** holds a compensable interest, and Appendix "A" of Assurances is not required.
- UAO** will perform all such Utility Work entirely by continuing contract, which contract to perform all future Utility Work was executed with **UAO's** contractor prior to August 3, 1965, and Appendix "A" of Assurances is not required.

- b. The Facilities shall at all times remain the property of and be properly protected and maintained by **UAO** in accordance with the then current Utility Accommodation Manual and the current utility permit for the Facilities.
- c. Pursuant to Section 287.058, Florida Statutes, **FDOT** may unilaterally cancel this Joint Participation Agreement for refusal by **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 **UAO** in conjunction with this Joint Participation Agreement.
- d. **IF UAO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO UAO'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS JOINT PARTICIPATION AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Central Office
850-414-5355
COprcustodian@dot.state.fl.us
Office of the General Counsel
Florida Department of Transportation
605 Suwannee Street, MS 58
Tallahassee, Florida 32399-0458**

- e. Pursuant to Governor's Executive Order 20-44, if **UAO** is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which **FDOT** must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, **UAO** shall submit an Annual Report to **FDOT**, including the most recent IRS Form 990, detailing the total compensation for each member of **UAO** executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. **UAO** shall inform **FDOT** of any changes in total executive compensation during the period between the filing of Annual Reports within 60 calendar days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to **UAO**. Annual Reports shall be in the form approved by **FDOT** and shall be submitted to **FDOT** at fdotsingleaudit@dot.state.fl.us within 180 calendar days following the end of each tax year of **UAO** receiving Department funding
- f. This Joint Participation Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or

COMMUNICATIONS SERVICES UTILITY JOINT PARTICIPATION AGREEMENT

negotiations with respect thereto, except that the parties understand and agree that **FDOT** has manuals and written policies and procedures which shall be applicable at the time of the Project and the relocation of the Facilities and except that **UAO** and **FDOT** may have entered into joint agreements for Utility Work to be performed by **FDOT's** highway contractor. To the extent that such a joint agreement exists, this Joint Participation Agreement shall not apply to Facilities covered by the joint agreement. Copies of **FDOT** manuals, policies, and procedures will be provided to **UAO** upon request.

- g. This Joint Participation 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 provisions hereof.
- h. Time is of the essence in the performance of all obligations under this Joint Participation Agreement.
- i. 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. **UAO** shall have a continuing obligation to notify each District of **FDOT** of the appropriate persons for notices to be sent pursuant to this Joint Participation Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to **UAO**:

If to **FDOT**:

8. Termination

Either **UAO** or **FDOT** may terminate this Joint Participation Agreement at any time without penalty by giving the other party written notice at least thirty (30) calendar days prior to the effective date of said termination; provided, however, that the termination shall not apply to any project for which either party had previously notified the other that the project would proceed pursuant to this Joint Participation Agreement.

9. Certification

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

COMMUNICATIONS SERVICES UTILITY JOINT PARTICIPATION AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Joint Participation Agreement effective the day and year first written.

UTILITY:

BY: (Signature) _____

DATE: _____

(Typed Name: _____)

(Typed Title: _____)

Recommend Approval by the State Utility Engineer

BY: (Signature) _____

DATE: _____

FDOT Legal review

BY: (Signature) _____

DATE: _____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: (Signature) _____

DATE: _____

(Typed Name: _____)

(Typed Title: _____)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: _____

DATE: _____

(Typed Name: _____)

(Typed Title: _____)