THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), the HERNANDO COUNTY WATER AND SEWER DISTRICT ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: US 301 from Pasco County Line to SR /Cortez Blvd.

Project#: 447536-3-56-01

County: HERNANDO

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

- An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
- Other deposits to the escrow account may be made during the life of this agreement.
- 3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
- 4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.
- Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.
- 6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

- 7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
- 8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
- The Escrow Agent shall not be liable for any error of judgment or for any act done
 or omitted by it in good faith, or for anything which it may in good faith do or refrain
 from doing in connection herewith.
- Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
- 11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
- 12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

Cheny Morgan	Defil
For FDOT OOC (signature)	For PARTICIPANT (signature)
Chery Morgan, Deputy Comptroller Name and Title	John Allocco, Board Chairman Name and Title
59-3024028 Federal Employer 1.0. Number	59-1155275 003 Federal Employer 1.0. Number
11 7 23 Date	10 24 2023
FDOT Legal Review:	Approved As To Form And Legal Sufficiency By Victoria Anderson County Attorney's Office
For Escrow Agent (signature)	
Janna Collins, Virector Name and Title	
k/13/23 Date	

ENGINEER'S ESTIMATE

FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT 7

FINANCIAL PROJECT ID # :	447536-3-56-01
PROJECT DESCRIPTION: SR 35 (US 301) (Phase II - 60%) Hernando County Line to SR 50 (Cortez Blv.)	d.)
PAY ITEM SPEC YEAR:	July 2023
SUBMITTAL TYPE:	Phase II Estimate
COUNTY:	Hernando
DATE:	October 3, 2023
ENGINEERING CONSULTANT FIRM:	WSP USA Inc.
CONTACT NAME:	Rod Darley
PHONE NUMBER:	(813) 520-4379
FILE VERSION:	EE_10-23
PAGE NUMBER:	1 OF 3

COMPONENT GROUPS

PROJECT	GRAND TOTAL	\$3,282,482.00
(999-25) Initial Contingency (Do Not B	id)	
	SUB-TOTAL	\$3,282,482.00
PU (Project Unknowns)	15%	\$428,150.00
	SUB-TOTAL	\$2,854,332.00
(101-1) MOB (Mobilization)	8%	\$211,440.00
	SUB-TOTAL	\$2,642,892.00
(102-1) MOT (Maintenance of Traffic)	10%	\$240,270.00
COMPON	IENT SUB-TOTAL	\$2,402,622.00
1000 - INVALID & OTHER ITEMS	NOT USED	
900 - MASS TRANSIT	NOT USED	
800 - ARCHITECTURAL	NOT USED	, , , , , ,
700 - UTILITIES (SANITARY)		\$772,439.00
700 - UTILITIES (WATER)		\$1,630,183.00
600 - LANDSCAPE / PERIPHERALS	NOT USED	
550 - ITS	NOT USED	
500 - SIGNALIZATION	NOT USED	
400 - LIGHTING	NOT USED	
300 - SIGNING & PAVEMENT MARKINGS	NOT USED	
200 - ROADWAY	NOT USED	
100 - STRUCTURES	NOT USED	

ENGINEER'S ESTIMATE

FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT 7

 FINANCIAL PROJECT ID:
 447536-3-56-01

 FILE VERSION:
 EE_10-23

 PAGE NUMBER:
 2 OF 3

700 - Utilities (Water)

PAY ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
T1050 16003	Utility Pipe, Remove and Dispose, 5 - 7.9"	LF	1,292	\$32.00	\$41,344.00
T1050 18003	Utility Pipe, Plug and Place Out of Service, 5 - 7.9"	LF	4,392	\$12.00	\$52,704.00
T1050 31206	Utility Pipe - PVC, F & I, Water/Sewer, 6"	LF	346	\$140.00	\$48,440.00
T1050 51212	Utility Pipe - DIP, F & I, Water/Sewer, 12"	LF	10,359	\$80.00	\$828,720.00
T1050 61112	Utility Pipe, Steel Casing, F & I, 12"	LF	186	\$220.00	\$40,920.00
T1050 61116	Utility Pipe, Steel Casing, F & I, 16"	LF	788	\$265.00	\$208,820.00
T1055 51112	Utility Fittings, DI/CI, F & I, Elbow, 12"	EA	37	\$1,400.00	\$51,800.00
T1055 51212	Utility Fittings, DI/CI, F & I, Tee, 12"	EA	22	\$1,650.00	\$36,300.00
T1055 51312	Utility Fittings, DI/CI, F & I, Reducer, 12"	EA	1	\$2,090.00	\$2,090.00
T1055 51512	Utility Fittings, DI/CI, F & I, Cap/Plug, 12"	EA	4	\$900.00	\$3,600.00
T1080 21106	Utility Fixture, Valve/Meter Box, F & I, 6"	EA	19	\$750.00	\$14,250.00
T1080 21112	Utility Fixture, Valve/Meter Box, F & I, 12"	EA	23	\$940.00	\$21,620.00
T1080 24106	Utility Fixture, Valve Assembly, F & I, 6"	EA	19	\$1,860.00	\$35,340.00
T1080 24112	Utility Fixture, Valve Assembly, F & I, 12"	EA	23	\$3,240.00	\$74,520.00
T1080 26102	Utility Fixture - Vac/Air Assembly, 2"	EA	10	\$3,600.00	\$36,000.00
T1080 29102	Utility Fixture, Mech Joint Restraint, F & I, 6"	EA	4	\$380.00	\$1,520.00
T1080 29112	Utility Fixture, Mech Joint Restraint, F & I, 12"	EA	446	\$120.00	\$53,520.00
T1080 23112	Utility Fixture - Sample Point, F & I, 6"	EA	13	\$855.00	\$11,115.00
T1080 32100	Utility Fixture - Sample Point, F & I, 12"	EA	6	\$1,620.00	\$9,720.00
T1080 32112	Utility Fixture - Sample Point, F & 1, 12 Utility Fixture - Sample Point, Remove	EA	19	\$360.00	\$6,840.00
T1644136 08	Fire Hydrant, F & I, Traffic, 3-way, 2 Hose, 1 Pumper, 6"	EA	12	\$4,250.00	\$51,000.00
700-Utilities	5		COMPONENT	TOTAL	\$1,630,183.00

ENGINEER'S ESTIMATE

FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT 7

FINANCIAL PROJECT ID: 447536-3-56-01

FILE VERSION: EE_10-23

PAGE NUMBER: 3 OF 3

700 - Utilities (Sanitary)

PAY ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
T1050 16002	Utility Pipe, Remove and Dispose, 2 - 4.9"	LF	596	\$30.00	\$17,880.00
T1050 18002	Utility Pipe, Plug and Place Out of Service, 2 - 4.9"	LF	6,921	\$9.00	\$62,289.00
T1050 31208	Utility Pipe - PVC, F & I, Water/Sewer, 8"	LF	7,683	\$70.00	\$537,810.00
T1050 61116	Utility Pipe, Steel Casing, F & I, 16"	LF	154	\$400.00	\$61,600.00
T1055 51108	Utility Fittings, DI/CI, F & I, Elbow, 8"	EA	14	\$1,450.00	\$20,300.00
T1055 51308	Utility Fittings, DI/CI, F & I, Reducer, 8"	EA	2	\$1,420.00	\$2,840.00
T1080 21108	Utility Fixture, Valve/Meter Box, F & I, 8"	EA	9	\$860.00	\$7,740.00
T1080 24108	Utility Fixture, Valve Assembly, F & I, 8"	EA	9	\$2,640.00	\$23,760.00
T1080 26102	Utility Fixture - Vac/Air Assembly, 2"	EA	2	\$3,600.00	\$7,200.00
T1080 29108	Utility Fixture, Mech Joint Restraint, F & I, 8"	EA	141	\$220.00	\$31,020.00
					3
			11/4/4		
			ALT		
700-Sanitar	у		COMPONENT	TOTAL	\$772,439.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

AGREEMENT SUMMARY SHEET



Attach this completed form to the agreement and forward to the LFA Section in the OOC, General Accounting Office, M.S. 42B.

If you have have any questions, please call

850-414-4867 or 850-414-4889.

1	Participants Name:	Hern	ando County l	Itilities					
1.	Participants Address:		5 Cortez Blvd						
	City, State, Zip:	Brooksville, FL 34613							
	Contact:		Snowi		Phone Number:	352-540-661	14		
	E-Mail Address:	RSnow@co.hernando.fl.us			Fax Number:				
	-	Federal Employer ID # and address sequence: F591155275102							
	FEID# has a verified W-		•				∏In I	Process	
2.	Refund Address:	15365 CORT	EZ BLVD.						
			Brooksville, FL 34613						
3	District Contact Person:		Pia Cormier		Phone Number:	813	3 - 975-6	152	
•	District Number:	-	7 - Tampa		Fax Number:				
4	Agreement Date:	-	11/6/2023		5. Date Form Modified	d: 11/	6/2023		
	Agreement Amount:	-	\$3,282,482.00		7. Escrow Deposit Du				
٠.	Amount Due	: \$	V 0,-3-, .00		Additional Deposit Du				
	Amount Due				Additional Deposit Du				
	Amount Due	_							
8.	County Name:	. •	HERNANDO		9. FDOT County Num	nber: 08			
	If fund type is LFR/LFRI	F (•				
ΙΟ.									
	Is payback to be made	ın: 🔲	Scheduled Pay	ymentsC	uarterly ⊠Lump s	Sum			
11.	Participant is responsib	le for	(check one): []100% □C	Other Percentage (%)			
				Bid Items L	ump Sum				
	If participant is responsi						···		
12.	Description of work:	escription of work: Design and Construction/Relocation of Pasco County Utilities by Design-Build Firm						d Firm	
	13. Financial Project # Including 6x Phases	1	4. Amount	15. Work Program Fund Code	16. Federal Part or Non-Federal Part.	17. Contra	ct#	18. % to Bill	
	447536-3-56-01	\$3,2	282,482.00					100	
-									
1		-							
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19	Has WP been update	d to re	eflect the chang	ges on this form	? ⊠Yes □No				
2	0. Comments:								