

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY RELOCATION MASTER AGREEMENT
(AT UTILITY OWNERS EXPENSE)

FORM 710-010-18
UTILITIES
07/95
Page 1 of 2

THIS AGREEMENT, made and entered into this 5th day of March, 1996, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter called the **DEPARTMENT**, and Hernando County Utilities, with its principal place of business in the City of Brooksville, County of Hernando, State of Florida, hereinafter referred to as **UTILITY OWNER**.

WITNESSETH:

WHEREAS, the **DEPARTMENT** proposes to engage in certain projects for constructing, reconstructing or otherwise changing a portion of the State Highway System, hereinafter referred to as the "Projects", which shall call for the location (vertically and horizontally), protection and/or relocation and adjustment of the **UTILITY OWNER's** facilities on said Projects, hereinafter referred to as "Relocation Work"; and

WHEREAS, the plans for the said construction, reconstruction or other changes are to be reviewed by the **DEPARTMENT** and the **UTILITY OWNER**, and

WHEREAS, under the laws of the State of Florida, said Relocation Work must be accomplished at the sole expense of the **UTILITY OWNER** where the facilities lie on property in which the **UTILITY OWNER** holds no compensable interest.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, it is agreed by the parties as follows:

1. Upon service of an Order by the **DEPARTMENT**, the **UTILITY OWNER** shall make or cause to be made all arrangements for the Relocation Work at its own expense and in accordance with the plans, designs and specifications of the **DEPARTMENT** for the construction or reconstruction of the Projects and the provisions of the current Utility Accommodation Manual, which, by reference, is made a part of this Agreement.

2. Upon issuance of the **DEPARTMENT's** Notice to Proceed to the **UTILITY OWNER**, the **UTILITY OWNER** shall perform all Relocation Work so as to cause no delay to the **DEPARTMENT** or its contractors in the prosecution of the Projects, and all such Relocation Work shall be done under the direction of the **DEPARTMENT's** engineer. The **UTILITY OWNER** agrees that it will be directly responsible for any legal claims that the Projects' contractors may initiate due to delays caused by the Relocation Work; provided, however, the **UTILITY OWNER** shall not be responsible for delays beyond its control.

3. The **UTILITY OWNER** agrees to locate (vertically and horizontally), and protect its facilities throughout the Projects life. The **UTILITY OWNER** also agrees to relocate its facilities upon the **DEPARTMENT's** right-of-way according to the terms of the Utility Relocation Schedule and the **DEPARTMENT's** Utility Permit.

4. The **UTILITY OWNER** shall perform all such Relocation Work either with its own forces or by a contractor paid under a contract let by the **UTILITY OWNER**, all under the direction of the **DEPARTMENT's** engineer. The **UTILITY OWNER** shall neither proceed with prosecution of the Relocation Work with its own forces nor let a contract for such Relocation Work until it has received the **DEPARTMENT's** written authority to proceed for each Project.

5. The **UTILITY OWNER** shall maintain the Relocation Work in good repair in accordance with the current Utility Accommodation Manual. This duty shall continue throughout the Project.

6. The **DEPARTMENT** shall furnish the **UTILITY OWNER** with all necessary construction plans that are required by the **UTILITY OWNER** to facilitate the Relocation Work. The **UTILITY OWNER** shall be required to submit plans to the **DEPARTMENT** showing all Relocation Work.

7. To the extent provided by law the **UTILITY OWNER** shall indemnify, defend, save harmless and exonerate the **DEPARTMENT**, its officers, agents and employees of and from all liability, claim, loss, damage, cost, charge, expense and demands arising out of the Relocation Work undertaken by the **UTILITY OWNER**, its employees, agents, representatives, or subcontractors due in whole, or in part to conditions, actions, or omissions done or committed by the **UTILITY OWNER**, subcontractors, employees, agents or representatives. It is specifically understood and agreed that this indemnification does not cover or indemnify the **DEPARTMENT** for its own negligence or breach of contract.

8. The **UTILITY OWNER** shall inform the **DEPARTMENT's** Resident Engineer in writing when it starts, stops, resumes or completes the Relocation Work.

9. This Agreement shall remain in full force and effect until cancelled, and may be cancelled by either party upon sixty (60) days written notice.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

UTILITY: _____

BY: *Laurel M. Robinson*
(Title: Chairwoman)

DATE: 3/5/96
(SEAL)

ATTEST(s): *Karen Nicolson*
(Title: Clerk of Court)

Recommend Approval by the State Utility Office

BY: *[Signature]*

DATE: 4-3-96

FDOT Approved as to Form and Legality

BY: *[Signature]*
Office of General Counsel

DATE: 4-2-96

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

BY: *[Signature]*
(Title: _____)
State Highway Engineer

DATE: 4-3-96

ATTEST(s): _____
(Title: _____)

(SEAL)

rw
3-08

Motion

Comm. Richardson moved to approve rescheduling this item to the April 2, 1996, meeting; seconded by Comm. Lossing and carried unanimously.

Rezoning - Florida Crushed Stone - Petition Requesting Rezoning from Mining and I-1 to I/PDP and Master Plan Approval Postponed to April 2, 1996

Proof of Publication of Notice of Public Hearing was noted to consider the rezoning request of Florida Crushed Stone (H-96-3) to rezone from mining and I-1 to I/PDP and Master Plan Approval. The subject property was located on the north side of Cement Plant Road, and south and west of Camp Mine Road.

Chairwoman Robinson and Comms. Richardson, Lossing and Novy stated that they had had no ex parte communications on the issue being considered.

Comm. Ester stated that she had had no ex parte communications that she was aware of.

Chief Planner Jerry Greif, under oath, reviewed the staff report and stated that the petitioner was requesting a rezoning from Mining and I-1 to I/PDP and Master Plan approval. He further stated that the staff had recommended that the Planning and Zoning (P&Z) Commission postpone consideration of this request until the March 11, 1996, P&Z Commission meeting to enable the staff and Florida Crushed Stone to continue discussions and finalize the details of the proposal. The staff further recommended that the Board postpone consideration of the petition until their April 2, 1996, public hearing.

The P&Z Commission voted 4-0 to postpone consideration of the petition until March 11, 1996.

Motion

Comm. Ester moved to honor the request; seconded by Comm. Richardson and carried unanimously.

HERNANDO COUNTY WATER AND SEWER DISTRICT GOVERNING BOARD
Utilities - Department of Transportation - Approve Relocation Master Resolutions/Agreements/Utilities Director Authorized to Take Necessary Action for Relocating Water and Sewer Lines Conflicting with Road Reconstruction

Utilities Director Richard Radacky reviewed the staff report and stated that the Water and Sewer District used the Department of Transportation's (DOT) right of ways (ROWS) for its water and sewage transmission system. Use of the DOT's ROWs was at no cost to the County but at the risk of the District. If conflicts existed with water and sewage facilities, it was the responsibility of the Utilities Department to resolve the conflict.

The DOT was constantly resurfacing, rewidening or reconstructing State roadways within the County. It appeared that roadway improvements would

continue well into the future based on demand and usage of State roadways within the County.

Often, large roadway projects were segmented over a considerable period of time involving many different engineering firms and contractors. One such example was the SR 50 project from US 19 to US 301. Based on this magnitude of road reconstruction, utility conflicts with the various road contractors must be corrected immediately to avoid delay claims.

In the past, each project segment had required a separate individual resolution/agreement between the District and the DOT to relocate water and sewage facilities affected by road reconstruction. Each individual resolution/agreement took considerable time, not so much by the District, but for approvals by the DOT. In an effort to reduce the time and expense of processing each individual resolution/agreement, the staff had pursued a utility relocation master agreement between the District and the DOT.

Attachments 1 and 2 to the staff report were two types of master agreements which would be required to correct utility conflicts. Attachment 1 was a master agreement for water and sewer relocation at the DOT's expense. Attachment 2 was a master agreement for water and sewer relocation at the County's expense.

By having a master resolution/agreement approved and in place with the DOT, individual agreements for each segment of highway reconstruction would be eliminated. This would save time and expense for the County and particularly for the DOT due to the various approval levels of the State. In addition, the master resolution/agreement may avoid costly delay claims by the road contractor. Having the master agreements in place would not in any way affect the cost or who would be relocating water and sewer lines. These would be determined on a case-by-case basis by the roadway design firm.

Funding for water and sewer line relocations, in instances whereby the County would fund relocations, was available in the Renewal and Replacement Budget of the Water and Sewer District.

Water and sewer line relocations, which would be funded by the DOT, would be from funds established within the Florida Department of Banking and Finance.

The staff recommended that the Water and Sewer District Governing Board approve the utility relocation master resolutions/agreements with the DOT, authorize the Chairwoman to execute the agreements on behalf of the Board, and to authorize the Utilities Director to take necessary action for relocating water and sewer lines conflicting with road reconstruction.

Mr. Radacky stated that there were at least ten segments in the county that required an individual agreement with DOT to relocate the County's facilities in their ROW. He stated that it was not difficult to get it approved by the Board, but was difficult to get signatures by DOT. He did not want to be in a situation to a claim for delay because the County could not move its facilities quick enough. He indicated that DOT now had master agreements and requested that the Board approve those agreements which would save time and expense in attempting to have the resolutions signed.

Mr. Radacky stated that the agreement did not approve anything regarding paying engineers or the cost of removing utilities; this simply established procedure.

Mr. Radacky stated that time was the problem because if the contractor could not commence the project due to County delays, the fine could be up to \$5,000 per day. He stated that the DOT had been very good about allowing the County to use its ROWs at no charge.

Comm. Richardson pointed out that in the contracts it was specified that the County or contractor was liable for demurrage, which meant if the County delayed the DOT the County could be charged or the County could charge the DOT if the County was held up.

Mr. Radacky stated that the master agreements would save the staff time and the DOT expense.

Motion

Comm. Richardson moved approval of the staff recommendation; seconded by Comm. Novy and carried unanimously.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

RECESS/RECONVENE

The Board recessed for lunch at 11:05 a.m. and reconvened at 1:30 p.m.

Boards - Personnel Advisory - Appointment of Robert Peltier to Layperson Position

County Administrator Charles Hetrick reviewed the staff report and stated that on January 25, 1996, a News Release was issued soliciting applications from individuals interested in filling a layperson position on the Personnel Advisory Board until December 31, 1998. The position was created due to the resignation of Mr. Edward Daus. No applications were received as a result of the News Release. Subsequently, another advertisement was issued on February 13, 1996. As a result of the second advertisement, Robert A. Peltier and Dominick A. Ruggiero, Jr., submitted applications. These individuals had been verified as being residents and registered voters in the County. Mr. Ruggiero had also applied to fill a vacant position on the Planning and Zoning Commission.