

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DIVISION OF PRECONSTRUCTION AND DESIGN
UTILITY RELOCATION MASTER AGREEMENT
(At Municipal Expense)

THIS AGREEMENT, made and entered into this 15th day of February, 1989, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the DEPARTMENT, and the CITY OF Cocoa, a municipal corporation, hereinafter referred to as the CITY.

WITNESSETH:

WHEREAS, the DEPARTMENT proposes to engage in certain projects for construction, reconstruction or other change of portions of the State Highway System which shall call for the relocation of CITY'S facilities along, over and under the highways on said projects, viz:

Any and all CITY owned or operated water mains, fire hydrants, sanitary sewers, gas mains, fire and police call systems, telephone, electrical, telegraph and TV-cable systems, including poles, pole lines and underground facilities thereof, and any other CITY owned or operated facilities or utilities within the limits of said projects,

AND WHEREAS, the plans for said construction, reconstruction or other change are to be reviewed by the DEPARTMENT and the CITY; such utility relocation to hereinafter be designated as "Relocation Work".

AND WHEREAS, under the laws of the State of Florida said "Relocation Work" must be accomplished at the sole expense of the CITY when CITY'S facilities lie on property in which the CITY holds no compensable interest.

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

1. When the DEPARTMENT has served an order on the CITY regarding relocation of the CITY'S facilities along, over and under property in which the CITY holds no compensable interest, the CITY agrees to make or cause to be made all arrangements for necessary adjustment or changes of its facilities at CITY'S own expense and in accordance with the provisions of Rule 014-46.01 "Utility Accommodation Guide," Florida Administrative Code, dated May 4, 1970; any supplements or revisions thereof as of the date of this Agreement, which, by reference hereto, are made a part of this Agreement; and the plans, designs and specifications of the DEPARTMENT for the construction or reconstruction of said portions of the State Highway System, prior to the advertising for bid on said project. The CITY further agrees to do all of such work with its own forces or by a contractor paid under a contract let by the CITY, all under the directions of the DEPARTMENT'S engineer.

2. The CITY further agrees that said adjustments, changes or relocation of facilities will be made by the CITY with sufficient promptness so as to cause no delay to the DEPARTMENT or its contractor in the prosecution of such construction or reconstruction work; provided, however, that the CITY shall not be responsible for delay beyond its control; and that such "Relocation Work" will be done under the direction of the DEPARTMENT'S engineer; and the CITY further agrees that in the event the changes, adjustments or relocation of such facilities or utilities are done simultaneously with the construction project, that it will be directly responsible for handling of any legal claims that the contractor may initiate due to delays caused by the CITY'S negligence; and that the CITY will not either proceed with the "Relocation Work" with its own forces or advertise or let a contract for such work until it has received the DEPARTMENT'S written authority to proceed.

3. The CITY further agrees that it will maintain and keep in repair, or cause to be maintained and kept in repair, all of such adjusted, changed or relocated CITY owned or operated facilities or utilities within the right of way of said portion of the State Highway System; and to comply with all provisions of the law, including Rule 014-46.01.

4. The DEPARTMENT agrees to furnish the CITY with all necessary highway construction plans that are required by the CITY to facilitate the CITY'S "Relocation Work."

5. The DEPARTMENT further agrees that the CITY may relocate its facilities upon the State's right of way, according to the terms of the standard permit required by the State Statutes for occupancy of public rights of way, and all published regulations lawfully adopted by the DEPARTMENT as of the date of this Agreement.

6. It is mutually agreed that the CITY'S plans, maps or sketches showing any such facility or utility to be adjusted, changed or relocated on any individual "Relocation Work" project are, when approved by the DEPARTMENT, made a part hereof by reference.

7. The CITY further agrees to indemnify, defend, and save harmless and exonerate the DEPARTMENT of and from all liability, claims, and demands for contractual liability rising out of the work undertaken by the CITY, its employees, agents, representatives, or its subcontractors due in whole, or in part, to conditions, actions, or omissions done or committed by the CITY; or its subcontractors, its employees, agents, representatives, or its subcontractors. It is specifically understood

and agreed that this indemnification agreement does not cover nor indemnify the DEPARTMENT for its own negligence or breach of this contract.

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.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: *Alan Howfield*
State Highway Engineer

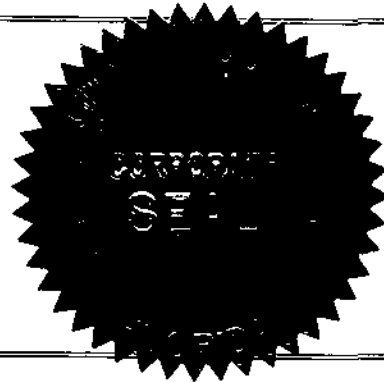
(SEAL)

ATTEST: *Susan Strippling*
Executive Secretary

CITY OF COCOA, FLORIDA

BY: *Stephen P. Borzick*
(Title: City Manager)

ATTEST: *Beth A. Dalowski*
City Clerk



Approved as to Form, Legality and Execution
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: *Chris Slive*
Assistant Attorney