

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 ~~#~~ 23 day of October, 1996, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and THE CITY OF FORT MYERS, with its principal place of business in the City of FORT MYERS, County of LEE, 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.

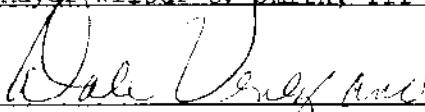
9. This Agreement shall remain in full force and effect until cancelled, and may be cancelled by either party upon sixty (60) days written notice.

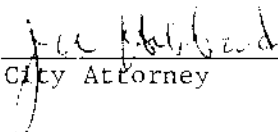
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

UTILITY: THE CITY OF FORT MYERS

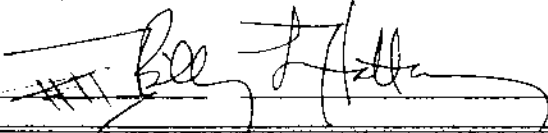
BY: 
(Title: Mayor Wilbur C. Smith, III)

DATE: 10/14/96
(SEAL)

ATTEST(s): 
(Title: Dale Veneziano, City Clerk)

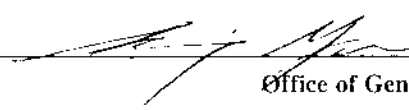
APPROVED AS TO FORM:

City Attorney

Recommend Approval by the State Utility Office

BY: 

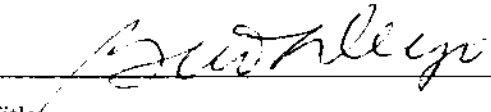
DATE: 10/22/96

FDOT Approved as to Form and Legality

BY: 
Office of General Counsel

DATE: 10-22-96

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: 
(Title: State Highway Engineer)

DATE: 10/23/96

ATTEST(s): _____
(Title: _____)

(SEAL)