

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DIVISION OF ROAD OPERATIONS
UTILITY RELOCATION MASTER AGREEMENT
(At Municipal Expense)

THIS AGREEMENT, made and entered into this 7th day of February, 197 83, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the DEPARTMENT, and the CITY OF Sarasota, 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.

EXHIBIT A

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: *Samuel R. Jordan* (SEAL)
Director of Administration

ATTEST: *Cynthia V. Powell*
Executive Secretary

CITY OF Sarasota, FLORIDA

BY: *Albert J. Eddy* (SEAL)
(Title: CITY ENGINEER)

ATTEST: *Robert A. McKeel*
City Auditor & Clerk
Robert A. McKeel

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

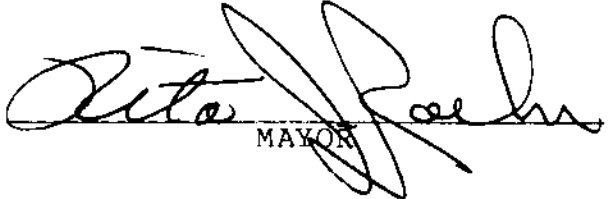
BY: *TRK*
Assistant Attorney

Section 3. The approval and authorization granted hereby is conditioned on the right of the City Commission to subsequently, by Resolution, cancel the Utilities Relocation Master Agreement upon a determination that it is in the best interests of the City of Sarasota to approve and execute agreements for the relocation of utilities on a case by case basis. Should the City Commission cancel the Utilities Relocation Master Agreement, said cancellation shall not affect the rights of the parties thereto as the same pertain to any project of the Florida Department of Transportation which may then be in progress and not completed.

Section 4. The City Auditor and Clerk shall forward a certified copy of this Resolution to the State of Florida Department of Transportation.

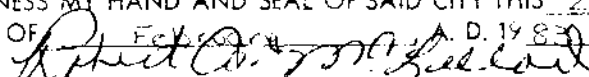
Section 5. This Resolution shall take effect immediately upon its adoption.

ADOPTED by the City Commission on reading by title only, after posting on the bulletin board at City Hall for at least three (3) days prior to adoption, as authorized by Article IV, Section 2(g), Charter of the City of Sarasota, Florida this 7th day of February, 1983.


MAYOR

ATTEST:


CITY AUDITOR AND CLERK

I, ROBERT A. McLELLAND, CITY AUDITOR AND CLERK OF THE CITY OF SARASOTA, FLORIDA, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL THEREOF ON FILE IN MY OFFICE.
WITNESS MY HAND AND SEAL OF SAID CITY THIS 22nd DAY OF February, A. D. 1983.

City Auditor & Clerk Of The City Of Sarasota, Florida

RESOLUTION

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SARASOTA, FLORIDA APPROVING A UTILITY RELOCATION MASTER AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION SO AS TO PROVIDE FOR THE CHANGE OR RELOCATION OF UTILITIES WHICH ARE LOCATED ON PROPERTY IN WHICH THE CITY OF SARASOTA HAS NO COMPENSABLE INTEREST; AUTHORIZING THE EXECUTION OF THE UTILITY RELOCATION MASTER AGREEMENT ON BEHALF OF THE CITY OF SARASOTA; AUTHORIZING THE EXECUTION OF OTHER DOCUMENTS BY THE CITY ENGINEER; PROVIDING FOR THE CANCELLATION OF THE MASTER AGREEMENT BY RESOLUTION OF THE CITY COMMISSION; PROVIDING FOR THE READING OF THIS RESOLUTION BY TITLE ONLY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation does, from time to time, request that the City of Sarasota authorize and approve utility relocation agreements pertaining to specific projects of the FDOT; and,

WHEREAS, each such agreement must be approved by the City Commission, by Resolution, and a contract prepared and executed for each project; and,

WHEREAS, the FDOT has proposed that the City Commission approve a Master Agreement, to be executed on behalf of the City of Sarasota, which will serve as a continuing basic contract document for all future utility relocations; and,

WHEREAS, the Master Agreement pertains to the relocation of utilities, ordered by the FDOT, when the utilities are to be relocated from property in which the City of Sarasota has no compensable interest; and,

WHEREAS, the Master Agreement provides that the City of Sarasota make the required relocation of utilities at its sole expense.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SARASOTA, FLORIDA:

Section 1. The City Commission hereby approves and authorizes the execution of the Utilities Relocation Master Agreement, a copy of said Agreement being attached hereto, marked Exhibit "A", and which is made a part hereof by reference, and the Mayor and City Auditor and Clerk are hereby authorized to execute the same on behalf of the City of Sarasota.

Section 2. As to any other documentation pertaining to projects of the Florida Department of Transportation, which may in the future be submitted by that entity for execution on behalf of the City of Sarasota and which pertain to projects within the scope of the attached Utilities Relocation Master Agreement, the City Commission hereby authorizes Albert G. Eddy, City Engineer, to execute the same on behalf of the City of Sarasota.