

State of Florida Department of Transportation
Division of Preconstruction and Design
UTILITY RELOCATION MASTER AGREEMENT
RELOCATION FROM PRIVATE PROPERTY
(Reimbursable - Private Utility)

THIS AGREEMENT, made and entered into this 3rd day of February, 1993, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and Ultracom of Dade County, Inc., a corporation organized and existing under the laws of Florida, with its principal place of business in the City of Miami, County of Dade, State of Florida, hereinafter called the COMPANY.

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 the COMPANY'S facilities along, over and under the highways on said projects;

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

AND WHEREAS, under the laws of the State of Florida the expense of said "Relocation Work" may qualify for reimbursement to the COMPANY where COMPANY'S facilities lie on projects in which the COMPANY holds a compensable interest;

AND WHEREAS, the value of the new facility and any salvage value of materials recovered from the old facility;

THE PARTIES HERETO, in witness whereof, have hereunto set their hands and seals, and public seals, and have agreed to all the above.

When the DEPARTMENT has a project in which the COMPANY'S facilities are to be relocated, the DEPARTMENT shall give notice to the COMPANY of such project in accordance with the provisions of Section 318.04, F.S. The DEPARTMENT shall also give notice to the COMPANY of any project in which the DEPARTMENT has a project in which the COMPANY'S facilities are to be relocated, the DEPARTMENT shall give notice to the COMPANY of such project in accordance with the provisions of Section 318.04, F.S. The DEPARTMENT shall also give notice to the COMPANY of any project in which the DEPARTMENT has a project in which the COMPANY'S facilities are to be relocated, the DEPARTMENT shall give notice to the COMPANY of such project in accordance with the provisions of Section 318.04, F.S.

3. The COMPANY further agrees to fully comply with the requirements of Title VII of the Civil Rights Act of 1964, in connection with the "Relocation Work" covered by this agreement, and such compliance will be governed by the applicable method described hereafter:

a. When the COMPANY will perform all or part of such "Relocation Work" by a contractor paid under a contract let by the COMPANY, then the Appendix "B" of Assurances attached to this agreement will be included on said contract let by the COMPANY;

b. When the COMPANY will perform all of such "Relocation Work" entirely with COMPANY'S forces, then Appendix "A" of Assurances is not required;

c. When the "Relocation Work" involved is required to be done at a cost compensation for the taking of COMPANY'S facilities right-of-way in which the COMPANY holds a compensable interest, then Appendix "A" of Assurances is not required;

d. When the COMPANY will perform all such "Relocation Work" covered by continuing contracts, which contract to perform all future "Relocation Work" was executed with COMPANY'S contractor prior to August 31, 1967, then Appendix "A" of Assurances is not required.

4. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in each such relocation of said facilities, in accordance with the provisions set forth in DEPARTMENT Procedure 122-046 "Reimbursement for Utility and Related Relocation" dated October 10, 1973, and any supplements or revisions thereof. It is understood and agreed by and between the parties that all indirect engineering costs not incorporated in the COMPANY'S plans and estimates are approved by the DEPARTMENT, and shall be reimbursed in accordance with the DEPARTMENT.

5. Plans and specifications of the work to be performed by the COMPANY on each project contemplated under the terms of this agreement are made a part hereof by reference upon approval by the DEPARTMENT. All work performed by the COMPANY pursuant hereto shall be performed according to these plans and specifications as approved by the DEPARTMENT. All "Relocation Work" covered by this agreement shall be done within the right-of-way right or easement, be accommodated in accordance with the provisions of said "Utility Accommodation Rules" and any supplements thereto, and shall be done in accordance with the DEPARTMENT.

6. All indirect costs, materials and equipment furnished by the COMPANY in connection with the work to be performed hereunder shall be paid for by the COMPANY directly to the DEPARTMENT. Separate records as to the cost of such materials and equipment shall be maintained by the COMPANY and shall be available for audit by the DEPARTMENT. All such records shall be furnished by the COMPANY to the DEPARTMENT.

THE COMPANY and the DEPARTMENT agree that the cost of the proposed project shall be determined by the following:

- 1. Actual and related direct costs, including the cost of labor, materials, and other resources, as determined by the appropriate Federal regulatory body.
- 2. Actual and related indirect costs, as determined in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- 3. An agreed lump sum as supported by a detailed analysis of estimated costs with specific assumptions and analyses, as determined by the COMPANY's plans and specifications and approved by the DEPARTMENT. The lump sum shall be applied to the applicable section in the proposed budget of the COMPANY.

The COMPANY shall identify the applicable section in its proposed budget and estimates as submitted to the DEPARTMENT.

The DEPARTMENT and the COMPANY agree that the displacement of the COMPANY's facilities or individual projects may require the operation of the old facility until the new facility is functioning. The old facility cost remains in effect until the new facility is functioning. The reason(s) must be clearly stated in the COMPANY'S plans, estimates and specifications as submitted to the DEPARTMENT.

The DEPARTMENT and the COMPANY agree that the proposed new facilities or individual projects to be installed in the COMPANY'S system may require in some cases by one of the time when the old facility (old) facilities of which it is a part is replaced. If the new facility will be installed in the same location and will be installed in the same location as the old facility, the cost of the old facility shall be included in the proposed budget of the COMPANY. If the new facility will be installed in a different location, the cost of the old facility shall be included in the proposed budget of the COMPANY. The cost of the old facility shall be included in the proposed budget of the COMPANY.

The displacement of the COMPANY'S facilities or individual projects may require that the old facility be operated and above the minimum requirements of the DEPARTMENT. The cost of the old facility shall be included in the proposed budget of the COMPANY. The cost of the old facility shall be included in the proposed budget of the COMPANY. The cost of the old facility shall be included in the proposed budget of the COMPANY.

The cost of the old facility shall be included in the proposed budget of the COMPANY. The cost of the old facility shall be included in the proposed budget of the COMPANY. The cost of the old facility shall be included in the proposed budget of the COMPANY.

The cost of the old facility shall be included in the proposed budget of the COMPANY. The cost of the old facility shall be included in the proposed budget of the COMPANY. The cost of the old facility shall be included in the proposed budget of the COMPANY.

10. The Company shall be liable for the cost of all improvements made during the relocation work on each project shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of removal of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

11. It is specifically agreed that all work on the PROJECTS of the COMPANY that the DEPARTMENT shall receive fair and adequate credit for and that such credit shall be for the COMPANY as a result of the above relocation work.

12. It is further agreed that the cost of all improvements made during the relocation work on each project shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of removal of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

13. Upon completion of all the work on each project, the Company shall, at the request of the DEPARTMENT, and in no event later than one hundred eighty (180) days following the date of completion of the "Relocation Work" by the COMPANY, furnish to the DEPARTMENT two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to bill for all of the work performed on the PROJECTS as contained in the COMPANY's estimate as approved by the DEPARTMENT. The COMPANY shall be required to submit proper billings within the time specified in the DEPARTMENT's bill to the DEPARTMENT, and the COMPANY'S liability and thereby retained, the reimbursement amount. The COMPANY hereby waives any right of appeal or protest of such amount as determined by audit. The details for labor, overhead expense, transportation, equipment, material and supplies, handling costs and other services on each project shall be shown on such billings, as well as a fair and equitable comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of costs, and the quantities shall be shown following the notation set out in the approved estimate. The billings shall be prepared in accordance with the standard practices and procedures of the DEPARTMENT, and shall be subject to audit by the DEPARTMENT. The billings shall be prepared in accordance with the standard practices and procedures of the DEPARTMENT.

The final billings shall show the description and site of each project, the date when the relocation work was completed, etc. If preliminary engineering or right-of-way studies were made by the DEPARTMENT before the start of the relocation work, the billings shall show the amount of such studies and the date when such studies were completed. The billings shall also show the amount of any other work done by the COMPANY on the PROJECTS, and the amount of such work as was approved by the DEPARTMENT. The billings shall be prepared in accordance with the standard practices and procedures of the DEPARTMENT, and shall be subject to audit by the DEPARTMENT.

11. The COMPANY warrants to indemnify, defend and save harmless and exonerate the DEPARTMENT of and from all liability, claims, and demands arising out of the undertaken by the COMPANY pursuant to this agreement, due to the negligence or other tortious or omissions done or committed by the COMPANY, its subcontractors, employees, agents, representatives. It is specifically understood and agreed that this indemnification agreement does not cover or 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 above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: David A. May
Director of Preconstruction & Design

(SEAL)

WITNESSED BY: Betty J. Parvish
Executive Secretary

MEANS: Titacom of State Court, Inc.

Paul G. G.
Title: President of Titacom
Exec. Secretary

WITNESSED BY: [Signature]
Assoc. Secretary

APPROVED AS TO FORM, LEGALITY AND EXECUTION
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: [Signature]
S. STATE ATTORNEY