

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 9 day of May, 1996, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and GULF POWER COMPANY, A MAINE CORPORATION, with its principal place of business in the City of PENSACOLA, County of ESCAMBIA, 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: GULF POWER COMPANY

BY: *F. M. Fisher, Jr.*
F. M. FISHER, JR.
(Title: VICE PRESIDENT)

DATE: 4-30-96
(SEAL)

ATTEST(s): *Linda G. Malone*
LINDA G. MALONE
(Title: ASST. SECRETARY)

Recommend Approval by the State Utility Office

BY: *[Signature]*

DATE: 5-9-96

FDOT Approved as to Form and Legality

BY: *[Signature]*
Office of General Counsel

DATE: 5-9-96

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: *Juddi Simmons*
(Title: _____)
for State Highway Engineer

DATE: 5/9/96

ATTEST(s): _____
(Title: _____)

(SEAL)

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

THIS AGREEMENT, made and entered into this 12 day of October, 1990, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and Gulf Power Company, a corporation organized and existing under the laws of Maine, with its principal place of business in the City of Pensacola, County of Escambia, State of Florida, hereinafter called the COMPANY.

WITNESSETH:

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

AND WHEREAS, the plans for said construction, reconstruction or other change are to be reviewed 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 said "Relocation Work" must be accomplished at the sole expense of the COMPANY when COMPANY'S facilities lie on property in which the COMPANY 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 COMPANY regarding relocation of the COMPANY'S facilities along, over and under publicly owned property, the COMPANY agrees to make or cause to be made all arrangements for necessary adjustment or changes of its facilities at COMPANY'S own expense and in accordance with the provision 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 COMPANY further agrees to do all of such work with its own forces or by a contractor paid under a contract let by the COMPANY, all under the direction of the DEPARTMENT'S engineer.

2. The COMPANY further agrees that said adjustment, changes or relocation of facilities will be made by the COMPANY 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 COMPANY 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 COMPANY 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 the handling of any legal claims that the contractor may initiate *due to delays caused by* the COMPANY'S negligence; and that the COMPANY 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 COMPANY further agrees that it will maintain and keep in repair, or cause to be maintained or kept in repair, all of such adjusted, changed or relocated COMPANY owned or operated facilities or utilities within the right of way of said portion of the State Highway Systems; and to comply with all provisions of the law and Rule 14-46.01, Florida Administrative Code.

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

5. The DEPARTMENT further agrees that the COMPANY may relocate its facilities upon the State's right of way, according to the terms of the standard permit required by the State Statutes of 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 COMPANY'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. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the State's right, title and interest in the land to be entered upon and used by the COMPANY, and the COMPANY will, at all times, assume all risk of and indemnify, defend, and save harmless the State of Florida and the Department from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempt exercises by said permittee of the aforesaid rights and privileges.

THIS AGREEMENT SHALL TERMINATE FIVE (5) YEARS FROM DATE OF EXECUTION.

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: *J. W. Wray* (SEAL)
(State Transportation Engineer)
ATTEST: *Charlotte Johnson*
(Executive Secretary)

COMPANY: Gulf Power Company
BY: *J. E. Adams* (SEAL)
(Vice President)
ATTEST: *Jack L. Haskins*
(Secretary)

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

BY: *Russell B. Waldo 9/10/90*
(Assistant Attorney)

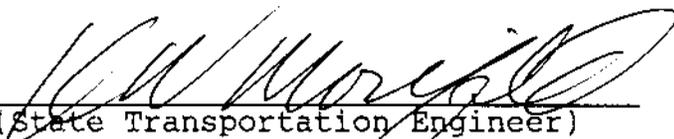
REVIEWED

SEP 04 1990

A D D E N D U M

All references to "Rule 014-46.01" of the Florida Administrative code are corrected to read "Rule 14-46.001."

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY:  (SEAL)
(State Transportation Engineer)

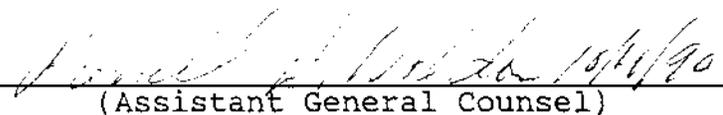
ATTEST: 
(Executive Secretary)

COMPANY: GULF POWER COMPANY

BY:  (SEAL)
(Vice President)

ATTEST: 
(Secretary)

Approved as to Form and Legality.
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: 
(Assistant General Counsel)

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

THIS AGREEMENT, made and entered into this 22nd day of August, 198 5,
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter
called the DEPARTMENT, and Gulf Power Company,
a corporation organized and existing under the laws of Maine,
with its principal place of business in the City of Pensacola,
County of Escambia, State of Florida,
hereinafter called the COMPANY.

WITNESSETH:

WHEREAS, the DEPARTMENT proposes to engage in certain projects for construction, reconstruction and 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 reviewed 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 said "Relocation Work" must be accomplished at the sole expense of the COMPANY when COMPANY'S facilities lie on property in which the COMPANY 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 COMPANY regarding relocation of the COMPANY'S facilities along, over and under publicly owned property, the COMPANY agrees to make or cause to be made all arrangements for necessary adjustment or changes of its facilities at COMPANY'S own expense and in accordance with the provisions of Rule 04-46.01 "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 COMPANY further agrees to do all of such work with its own forces or by a contractor paid under a contract let by the COMPANY, all under the direction of the DEPARTMENT'S engineer,

2. The COMPANY further agrees that said adjustment, changes or relocation of facilities will be made by the COMPANY 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 COMPANY 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 COMPANY 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 the handling of any legal claims that the contractor may initiate due to delays caused by the COMPANY'S negligence ; and that the COMPANY 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 COMPANY 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 COMPANY owned or operated facilities or utilities within the right of way of said portion of the State Highway Systems; and to comply with all provisions of the law and Rule 14-46.01, Florida Administrative Code.

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

5. The DEPARTMENT further agrees that the COMPANY 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 COMPANY'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 COMPANY 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 COMPANY, its employees, agents, representatives or its subcontractors due in

whole, or in part, to conditions, actions, or omissions done or committed by the COMPANY ; 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.

This agreement shall terminate five (5) years from date of execution.

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: *Bill Vandy* (SEAL)
Director, of Preconstruction and Design

ATTEST: *Luzma A. Lopez*
Acting Executive Secretary

COMPANY: Gulf Power Company

BY: *Earl B. Parsons Jr.* (SEAL)
Vice President

ATTEST: *Bonnie B. Sprinkle*
Secretary

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

BY: *CB*
Assistant Attorney

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

Utilities	Posting
<i>mb</i>	
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THIS AGREEMENT, made and entered into this 18th day of May, 1979, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, hereinafter called the DEPARTMENT, and Gulf Power Company

a corporation organized and existing under the laws of Maine, with its principal place of business in the City of Pensacola, County of Escambia, State of Florida, hereinafter called the COMPANY.

WITNESSETH:

WHEREAS, the DEPARTMENT proposes to engage in certain projects for construction, reconstruction and 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 reviewed 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 said "Relocation Work" must be accomplished at the sole expense of the COMPANY when COMPANY'S facilities lie on property in which the COMPANY 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 COMPANY regarding relocation of the COMPANY'S facilities along, over and under publicly owned property, the COMPANY agrees to make or cause to be made all arrangements for necessary adjustment or changes of its facilities at COMPANY'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 COMPANY further agrees to do all of such work with its own forces or by a contractor paid under a contract let by the COMPANY, all under the direction of the DEPARTMENT'S engineer.

2. The COMPANY further agrees that said adjustment, changes or relocation of facilities will be made by the COMPANY 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 COMPANY 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 COMPANY 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 the handling of any legal claims that the contractor may initiate due to delays caused by the COMPANY'S negligence ; and that the COMPANY 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 COMPANY 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 COMPANY owned or operated facilities or utilities within the right of way of said portion of the State Highway Systems; and to comply with all provisions of the law and Rule 14-46.01, Florida Administrative Code.

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

5. The DEPARTMENT further agrees that the COMPANY 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 COMPANY'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 COMPANY 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 COMPANY, its employees, agents, representatives or its subcontractors due in

whole, or in part, to conditions, actions, or omissions done or committed by the COMPANY ; 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.

This agreement shall terminate five (5) years from date of execution.

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.

WITNESSES:

~~_____~~
~~_____~~
As to the DEPARTMENT

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: Billy S. Tillam
Director of Administration

ATTEST: Carolyn Scoralis (SEAL)
Executive Secretary

(COMPANY) GULF POWER COMPANY

As to the COMPANY

BY: 700 E. Baronsa Jr.
Vice President

ATTEST: [Signature] (SEAL)
Secretary

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

BY: [Signature]
Assistant Attorney