

DO FILE



FUCC

FLORIDA UTILITIES Coordinating Committee

NOVEMBER 1977

HAWAIIAN VILLAGE

TAMPA, FLORIDA

The following is a list of persons who signed the attendance sheet along with the companies they represent:

<u>NAME</u>	<u>FIRM</u>	<u>LOCATION</u>
Ken Brown	Tampa Electric Company	Tampa
Robert Holsomback	D.O.T.	Tampa
Jon Wilkinson	Florida Gas Company	St. Petersburg
E. Scott Boggs	Greiner Engineering	Tampa
Mike Plummer	Southern Bell	Jacksonville
W. J. McElwain	Southern Bell	Pensacola
Dennis M. LaBelle	Florida Power & Light Co.	Miami
Glen Cock	Tampa Electric Company	Tampa
Robert H. Stevens	Florida Power & Light Co.	Miami
Carlton Gray	Florida Public Service Comm.	Tallahassee
H. V. Gardner, Jr.	Orlando Utilities Comm.	Orlando
Bill Duncan	Florida Power & Light Co.	Daytona Beach
Edward Spitz	Florida Power & Light Co.	Merritt Island
Barney Bonfiglio	Florida Gas Company	St. Petersburg
Ed Williams	Southern Bell	Miami
Darryl Soliday	Peoples Gas System	Tampa
Glyn Hazelden	Peoples Gas System	Tampa
M. Shoaib	Florida Public Service Comm.	Tampa
Ed Mills	Florida Public Service Comm.	Winter Park
Vincent A. Bone	Plant City Natural Gas Co.	Plant City
Horace M. Erwin, Jr.	Florida Power Corporation	St. Petersburg
Gary Clayton	Florida Power Corporation	St. Petersburg
Bill Osborne	Florida Power Corporation	St. Petersburg
J. K. (Joe) Holman	UNCLE Manager	Ft. Lauderdale
M. E. Yampolsky	City of Miramar	Miramar
G. G. Townsend	Volusia County	DeLand
J. M. Haynie	D.O.T.	DeLand,
Bob Foote	Winter Park Telephone Company	Altamonte Springs
Tom Waldo	Southern Bell	Orlando
Larry Wicks	Florida Power & Light Co.	Naples
R. P. Hall	Peoples Gas System	North Miami

<u>NAME</u>	<u>FIRM</u>	<u>LOCATION</u>
W. L. Childs, Jr.	D.O.T.	Bartow
M. K. Myers	D.O.T.	Bartow
John F. Clark	United Telephone Company	Avon Park
W. P. Doyle	United Telephone Company	Fort Myers
R. D. Black	United Telephone Company	Fort Myers
A. E. Zimmerman	D.O.T. - St. Pete Interstate	St. Petersburg
L. D. Claxon	Tampa Electric Company	Tampa
R. W. Afeld	"Call Candy" Center	Tampa
Ray Basing	General Telephone Company	Clearwater
Larry Ivey	General Telephone Company	Tampa
G. W. Allbritton	Central Telephone Company	Tallahassee
Verne R. Brown	General Telephone Company	Tampa
Pop Edwards	AT&T	West Palm Beach
J. W. Register	AT&T	Jacksonville
Clarence Bethea	Florida Telephone Corporation	Ocala
Larry Rice	Florida Gas Transmission	Safety Harbor
R. D. Inbody	Florida Gas Transmission	Lakeland
Paul Edward White	D.O.T.	Ft. Lauderdale
Gaydon Sloan	D.O.T.	Ft. Pierce
William R. Griffith	Hillsborough County Engr. Dept.	Tampa
Rocky DePrimo	Dade County Trans. Admin.	Miami
Jim Wright	D.O.T.	Ft. Lauderdale
Ernest Salley	D.O.T.	Tallahassee
Jim Frankford	General Telephone Company	Sarasota
Jose Rojas	Dept. Sanitary Sewers	Tampa
Alan Coates	Peoples Gas System	Tampa
Dave Lapham	Peoples Gas System	North Miami

FUCC MEETING
TAMPA - HAWAIIAN VILLAGE
NOVEMBER 4, 1977

The November meeting was called to order by Chairman, Ray Colby, at 9:00 am. Self-introductions were made. Minutes of the August 4, 1977, meeting were read and approved.

Chairman Colby, announced that he had made several calls in an effort to have other gas companies attend the meeting.

The Secretary read a list of all current committees and chairmen. Attachment #1.

OLD BUSINESS

Ed Williams - Chairman - "Traffic Controls" Subcommittee

Pending the issuance of the new Administrative Procedure Act, relative to public hearings -- no action has been taken by the subcommittee. Committee members will be notified of the date of the public hearing.

Ken Brown - Chairman - "Joint Use" Subcommittee

Received D.O.T. Draft of Agreement, September 22, 1977. A Committee meeting was held October 14, 1977, to review the draft. The Committee found several items omitted from original recommendation. Attachment #2 shows D.O.T. proposal and Committee's proposal. Items underlined on Committee's proposal are those items omitted or changed by D.O.T. Subcommittee met with D.O.T. in Tallahassee, November 2, 1977, to review both proposals. D.O.T. has requested the subcommittee to reword paragraph #5 relative to exclusion "C" and paragraph #6. This, the subcommittee agreed to do. Further action is pending the subcommittee's reply to D.O.T. on revised wording.

Ken Brown - Chairman - "Accommodations Guide" Subcommittee

See attachment #3, relative to correspondence of Accommodations Guide Subcommittee. Meeting held in Tampa, October 26, 1977. Bill Morris, Deputy State Maintenance Engineer attended meeting. Design Criteria, as shown in attachment #3 is being used by D.O.T. in some road designs. (35-45 MPH, utility poles, fire hydrants, -etc.) This criteria is different from Accommodations Guide and some field problems have resulted. It was agreed that the entire guide needed to be reviewed. There are, however, items within the present guide that need immediate attention, therefore, it was recommended that the subcommittee work on interim guidelines for items that needed immediate attention prior to the review and issuance of the final guide. The subcommittee asked for a vote of confidence from the general membership to work out interim guidelines without going back to the general membership for approval on each item before the committee could agree to make necessary changes. A vote of confidence was unanimously given the subcommittee.

Walter Anderson - Chairman - "Jacking and Boring" Subcommittee

Walter Anderson was unable to attend meeting. Written report given by John Clark. See attachment #4.

Chuck Hanle - Chairman - "Pedestrian Guard" Subcommittee

Report given by Joe Holman. No subcommittee meetings have been held, however, considerable work has been done relative to a pedestrian guard. See attachment #5 for developments to date. Considerable discussion was held on the guards design, safety features and attachment methods. The pedestrian guard will be made available to all committee members for review.

Mike Plummer - Chairman - "Corps of Engineers" Subcommittee

No meeting of the subcommittee has been held since the last FUCC meeting. In fact, there is no current project other than monitoring the agencies. There have, however, been some changes in the agencies since our last meeting.

The most significant change occurred on September 15th when a new joint Corps/DER application procedure went into effect. This is not a joint permit process, but it does simplify application procedures. The key points of the joint application procedure are: (1) application is made to the DER who forwards a copy to the Corps, (2) joint public notices, and (3) improved communication between the two agencies. It is important to remember, however, that permits will still be required from both agencies. A new book from the State is available describing the new procedure. It can be obtained from any Corps or DER office. For your reference, two maps are attached showing where the agency offices are located. See attachment #6.

Another change which has occurred since the last meeting was the realignment of the Corps boundaries. On October 1, all of Florida came under the Jacksonville Corps District for permit purposes. Prior to this, parts of Florida were in Mobile and Savannah Districts. This is another effort by the Corps to streamline operations and is a test case for the rest of the country to see if realignment of Corps boundaries is practical.

Bud Vierday, past Chairman of the subcommittee, is meeting with the Corps in November to follow up on an action item concerning the liability clause in Corps permits for loose lay cable crossings. Bud is working to get this clause relaxed. The way the clause reads now, if your cable is cut by someone you are not only liable for repairing your own cable, but you may be liable for damage to the person who cut it.

Monitoring of the agencies will continue in the future. Prior to the next meeting, I will also contact subcommittee members to determine possible projects for future attention. One possible project is an educational workshop on permit procedures and requirements.

Carter Holly - Chairman - "Master Agreement of Construction Modification"
Subcommittee

Report given by Ray Colby. Due to problems this committee cannot resolve, it was recommended that this subcommittee be discontinued. Motion was made and seconded that the subcommittee be dissolved. Motion carried. Each company can make individual agreements with the Department of Transportation.

Change of Letterhead

To date, nothing has been done to change Florida Utilities Coordinating Committee letterhead. Chairman Colby, asked the membership for volunteers to work on its revised letterhead. Ed Williams will work on new letterhead and Joe Holman will assist.

Guest speaker was Mr. David Lapham, Director of Public Affairs, Peoples Gas Company, Miami, Florida. Mr. Lapham, spoke on Chapter 77-153, Laws of Florida. As a result of Mr. Lapham's presentation, much discussion was held from the floor relative to the current Law. A motion was made, seconded and carried that a subcommittee be appointed to work on revisions to Chapter 77-153, Laws of Florida. Members are as follows:

David Lapham - Chairman - Peoples Gas Company
Mel Yampolsky - City of Miramar
C. E. Mills - Public Service Commission
K. L. Brown - Tampa Electric Company
Ed Williams - Southern Bell Telephone Company
R. H. Stevens - Florida Power and Light Company
Bob Corn - Florida Gas Transmission
J. K. Holman - UNCLE Notification Center
R. W. Afeld - "Call Candy" Notification Center
John Thomas - Underground Utility Notification Center
Earl Kicliter - State Fire Marshall's Office
K. C. Roberts - Department of Transportation

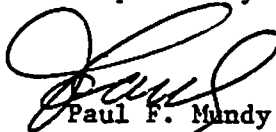
NEW BUSINESS

Chairman, Ray Colby, appointed the following members to serve on the Standing Committee:

Ed Williams - Chairman - Southern Bell Telephone Company
Pop Edwards - AT&T
Alan Coates - Peoples Gas System
Carlton Gray - Public Service Commission
Walter Christian - Department of Transportation
J. R. Hartey - Florida Power and Light Company

Peoples Gas Company of Tampa was the host for this meeting. The membership expresses its appreciation. The next committee meeting will be held February 3, 1978. The location will be announced at a later date.

Respectfully submitted,


Paul F. Mundy
Secretary

COMMITTEESTraffic Control Subcommittee

Ed Williams - Chairman
 Larry Ivey - General Tel. Co. of Fla.
 Bill Bagley - Gulf Power
 Gene Redman - Florida Gas
 Carlton Gray - Public Service Comm.
 Jim Baker - Jacksonville Electric
 Lloyd Anderson - Tampa Electric
 Don Richman - Florida Power
 J. R. Hartey - Florida Power and Light
 Randy Yates - Central Telephone

Joint Pole Subcommittee

Ken Brown - Chairman
 Paul Mundy - General Tel. Co. of Fla.
 Dennis LaBelle - Florida Power and Light
 Gary Clayton - Florida Power Corp.
 Ed Williams - Southern Bell
 John Clark - United Telephone
 E. Salley - D.O.T.
 Walt Childs - D.O.T.

Jacking & Boring Subcommittee

Walter Anderson - Chairman
 Ed Williams - Southern Bell
 Ken Brown - Tampa Electric
 Paul Mundy - General Tel. Co. of Fla.
 John Clark - United Telephone
 Gene Gohering - Florida Gas Trans.
 Gary Clayton - Florida Power Corp.

Pedestrian Guard Subcommittee

Chuck Hanle - Chairman
 Joe Hollman - UNCLE Manager, Ft. Lauderdale
 Bob Corn - Florida Gas Trans.
 Rocky DePrimo - Dade County
 Douglas Everlove - City of St. Petersburg
 James Nutall - Volusia County Public Works
 Melvin Yampolsky - City of Miramar

Accommodation Guide Review Subcommittee

Ken Brown - Chairman
 Stanley Pounds - Jacksonville Electric
 Roswell Sherling - Lee County Electric Coop
 Jim Register - AT&T
 Dennie LaBelle - Florida Power and Light
 Walt Childs - D.O.T. - Bartow
 Jim Wright - D.O.T. - Ft. Lauderdale
 Paul Mundy - General Tel. Co. of Fla.
 Gary Clayton - Florida Power - St. Pete

Corp of Engineers Subcommittee

Mike Plummer - Chairman
 Judy Barnett - Florida Power and Light
 Ralph Edmonson -
 Tom Priest - Sebring Utilities Comm.
 Ken Brown - Tampa Electric
 H. R. Trimmer - Florida Power and Light

Standing Committee

Ed Williams - Chairman
 Pop Edwards - AT&T
 Alan Coates - Peoples Gas System
 Carlton Gray - Public Service Comm.
 Walter Christian - D.O.T.
 J. R. Hartey - Florida Power and Light

Revision to Chapter 77-153 Laws of Fla.

David Lapham - Chairman - Peoples Gas
 Mel Yampolsky - City of Miramar
 C. E. Mills - Public Service Comm.
 K. L. Brown - Tampa Electric Co.
 Ed Williams - Southern Bell Telephone
 R. H. Stevens - Florida Power and Light
 Bob Corn - Florida Gas Transmission
 J. K. Hollman - UNCLE Notification Center
 R. W. Afeld - "Call Candy" Center
 John Thomas - Underground Notification Ctr.
 Earl Kiclatex - State Fire Marshall's Off.
 K. C. Roberts - Dept. of Transportation

FLORIDA UTILITIES COORDINATING COMMITTEE

Recommendations for Changes to the
D.O.T. Joint Pole Master Agreement
Forms 722-78 & 722-79

1. Second par., page 2 of 4 of form 722-78 and par. 12, page 5 of 7, form 722-79
 Original wording: The Department hereby agrees to install, construct and maintain its attachment with its own forces or by a contractor paid under a contract let by the Department, etc.

 Recommended change: The Department hereby agrees to install, construct and maintain its attachments with its own qualified electrician or by a qualified electrical contractor paid under a contract let by the Department, etc.

 Reason for change: The Utility Committee is concerned that only qualified electricians are allowed to work on the power poles in the vicinity of high voltage.

2. Same paragraph as above (last sentence).
 Original wording: When the pole ownership lies with the Company, all installations, construction and maintenance of Department attachments within six (6) feet of primary conductors shall be subject to the approval of the Company within its sole and absolute discretion and shall conform with any other joint use agreement now in effect between the Company and other joint users.

 Recommended change: When the pole ownership lies with the Company, all installations, construction and maintenance of Department attachments shall be subject to the approval of the Company within its sole and absolute discretion and shall conform with any other joint use agreement now in effect between the Company and other joint users.

 Reason for change: The joint pole owner could be held responsible for infractions of safety code requirements; also this gives the power company the opportunity to make the workmen aware of any potential hazards involved with the installation.

3. Par. 4, page 2 of 4 of form 722-78 and Par. 14, page 5 of 7 of form 722-79
 Replace entire par. as follows: The Department further agrees to require its contractor to furnish liability insurance, including Broad Form Contractural Coverage, for the protection of the Company from all claims, actions, damages and expenses of litigation resulting in connection with the performance of the described work under this Agreement and providing for a limit of not less than \$1,000,000 for all damages arising out of bodily injuries to or death of one person or any one occurrence, and regular Protective Property Damage Liability Insurance providing for a limit of not less than \$300,000 for all damages arising out of injury to or destruction of property. This insurance shall be maintained in effect during the term of the contract. However, should the insurance be terminated, altered or reduced, 30 days notice shall be given the Department and Company. No work may be performed in the absence of said insurance.

Reason for change: Liability costs have risen causing utilities to have to increase the deductible amount on their own liability policies. Recent studies (attached) have shown that increased coverage for an individual contract would be very economical for a contractor as compared with the cost a utility must pay for premiums where the policy covers thousands of projects. In essence, utilities simply feel that contractors should be better covered to protect everyone against a contractor's poor safety habits or judgements.

4. Recommended additional paragraph to be added:

The Department agrees to obtain or require the county to obtain an Owners And Contractors Protective Liability Policy naming the Company as the name insured in the amount of \$1,000,000. Said policy shall be endorsed to be primary to any other insurance carried by the Company. The standard exclusion in said policy referring to the absence of coverage for owners negligence (currently referred to as exclusion C) is to be excluded. Copies of the policy shall be provided upon request to the Company and will be subject to approval of the Company.

Utilities Dept. Agreement

Reason for addition: This insurance is to protect utilities against tort actions by the Department's or the county's own employees. Numerous traffic signal installations and other joint use pole involvements are constructed and/or maintained by the Department's or the county's own employees.

5. Recommended additional paragraph to be added:

Department agrees to include the following indemnification requirements in all contracts with contractors or municipalities who perform construction or maintenance work as described in this agreement:

The (municipality or contractor), hereby agrees to indemnify, defend, save and hold harmless the Department and joint pole owners from all claims, demands, liabilities and suits, whether or not due to or caused by negligence of Department or joint pole owner, for bodily injuries or death to persons or damage to property resulting in connection with the performance of the described work by (municipality or contractor), its subcontractor, agents or employees.

Utilities Dept. Agreement

This Indemnification shall not exceed the sum of \$1,000,000 for bodily injury or death of persons any one occurrence or \$300,000 property damage any one occurrence.

Reason for addition: The indemnity agreements as required in this contract are insurable under the insuring provisions as described in item 3 of these recommendations.

6. Recommended additional paragraph to be added:

The Agreement shall become effective on the date of its execution and shall remain in effect until terminated under conditions of paragraph 6 for an individual project. However, all terms and conditions of this agreement for other projects not affected by written notice as stated in paragraph 6 shall continue to remain in effect beyond such termination as follows:

This Master Agreement shall cease to be a Master Agreement and all terms and conditions as stated herein shall become null and void for any future use after either party indicates an intention to terminate its effectiveness as a Master Agreement by giving the other party 30 days prior written notice. Terms and conditions of this Master Agreement shall remain in effect after the termination date for all joint use projects in effect prior to the effective termination date and shall remain in effect until a new agreement between Department and Company is reached and a new Master Agreement is effective.

Florida



Department of Transportation

REUBIN O'D. ASKEW
GOVERNOR

Haydon Burns Building, 605 Suwannee Street, Tallahassee, Florida 32304, Telephone (904) 488-8772
TOM WEBB, JR.
SECRETARY

Division of Road Operations

September 22, 1977

Mr. K. L. Brown, Subcommittee Chairman
Florida Utilities Coordinating Committee
Tampa Electric Company
Post Office Box 111
Tampa, Florida 33601

Dear Sir:

Joint Pole Master Agreement
DOT Forms 722-78 and 722-79

The recommendations presented to the Department by your Subcommittee during our conference of May 3, have now been translated into the attached drafts. The proposed formats have been carefully scrutinized by the Department's General Counsel as well as our Construction and Traffic Operations Division. You will note that not every recommendation of the Subcommittee has been incorporated in the new form, however every major consideration has now been incorporated into the drafts to the extent that it is feasible for the Department to agree to under State Law and Regulations.

We will appreciate your presentation of the matter to the General Committee at your next meeting in order that the Department may be advised as to the Committee's official position. We certainly hope to receive approval as the Department feels this type of document will greatly expedite our negotiation procedures for all projects involving joint pole use.

Sincerely yours,

E. M. Salley, P. E.
State Utility Engineer

EMS/pgh

Attachments

cc: Mr. John Clark, Chairman - Florida Utility Coordinating Committee
District Engineers
Attention: District Utility Engineers 1, 2, 3, 4, and 5

DRAFT

#2

FORM 722-78
7-77
PAGE 1 OF 4

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DIVISION OF ROAD OPERATIONS
UTILITY JOINT PROJECT MASTER AGREEMENT
JOINT POLE USE
(At Utility Expense)

THIS AGREEMENT, made and entered into this _____ day of _____, 197____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and

_____ a corporation organized and existing under the laws of _____, with its principal place of business in the City of _____, County of _____, State of _____, 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 installation or attachment of DEPARTMENT poles and/or equipment within certain areas of the COMPANY'S pole line,

AND WHEREAS, the COMPANY occupies public ways, streets and private properties with an unspecified number of poles upon which are attached electric transmission and distribution lines, street lighting systems, communications lines, and appurtenances; and the DEPARTMENT also similarly occupies public ways with poles upon which are attached traffic control systems and street lighting systems,

AND WHEREAS, the parties hereto desire to cooperate in jointly using each other's poles under one or more of the above conditions when the conditions determining the necessity or desirability of joint use depend upon the requirements to be met by both parties, including considerations of safety and economy, and each party should be the judge of what the character of its circuits should be to meet its requirements and as to whether or not these requirements can be properly met by the joint use of poles,

AND WHEREAS, the plans for the said construction, reconstruction or other changes to be made, as above described, are to be reviewed by the DEPARTMENT and the COMPANY, such above described joint use arrangement to hereinafter be designated as "Relocation Work,"

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 joint use 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

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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. The COMPANY'S use of the poles subject to this Agreement shall be confined to the transmission and distribution of electricity, street lighting and/or communications facilities in pursuit of its business of serving the public; and the DEPARTMENT'S use of the poles subject to this Agreement shall be confined to that necessary for the operation and support of traffic control systems, street light systems, and luminaries as the case may be.

2. The DEPARTMENT hereby agrees to install, construct and maintain its attachments with its own qualified electrician or by a qualified electrical contractor paid under a contract let by the DEPARTMENT all in accordance with the National Electrical Safety Code in its present form or as subsequently revised, amended or superseded; to comply at all times with generally accepted safety practices of the electric utility and/or communications industry; and the regulations of the Florida Department of Commerce as they exist or as they are subsequently revised, amended or superseded; and that utility service connections shall in all cases be performed by the COMPANY when the COMPANY is expected to supply a utility service. It is further understood and agreed by the DEPARTMENT that the said installation, construction and maintenance of such attachments within six (6) feet of the power utilities primary conductors (which shall herein be defined as all conductors with voltage potentials exceeding 750v) shall be performed only with prior consent of the COMPANY when pole ownership lies with the DEPARTMENT. When the pole ownership lies with the COMPANY, all installations, construction and maintenance of DEPARTMENT attachments shall be subject to the approval of the COMPANY within its sole and absolute discretion and shall conform with any other joint use agreement now in effect between the COMPANY and other joint users.

3. The DEPARTMENT also agrees to require that the local Governmental Agency charged with the responsibility of maintaining the DEPARTMENT'S attachments shall comply with the generally accepted practices of the electric utility and/or communications industries and the regulations of the Florida Department of Commerce as they exist or as they are subsequently revised, amended or superseded. The DEPARTMENT further agrees to require the local Governmental Agency to notify the COMPANY and obtain the COMPANY'S approval prior to performing maintenance work within six (6) feet of the primary conductors while the COMPANY agrees to provide direction and assistance to the same local Governmental Agency in making the work area safe when the COMPANY finds it necessary and advisable.

4. The DEPARTMENT further agrees to require its contractor to furnish liability insurance, including Broad Form Contractual Coverage, for the protection of the COMPANY from all claims, actions, damages and expenses of litigation resulting in connection with the performance of the described work under this agreement and providing for a limit of not less than \$1,000,000 for all damages arising out of bodily injuries to or death of one person or any one occurrence, and regular Protective Property Damage Liability Insurance providing for a limit of not less than \$300,000 for all damages arising out of injury to or destruction of property. This insurance shall be maintained in effect during the term of the contract. However, should the insurance be terminated, altered or reduced, 30 days notice shall be given the DEPARTMENT and COMPANY. No work may be performed in the absence of said insurance.

5. On projects transferred to a County for future maintenance responsibility, the DEPARTMENT agrees to obtain or require the county to obtain an Owners and Contractors Protective Liability Policy naming the COMPANY as the name insured in the amount of \$1,000,000. Said policy shall be endorsed to be primary to any other insurance carried by the COMPANY. Copies of the policy shall be provided upon request to the COMPANY and will be subject to approval of the COMPANY.

6. On projects transferred to a Municipality for future maintenance responsibility, the DEPARTMENT agrees to include the following indemnification requirements in all contracts with Municipalities who perform construction or maintenance work as described in this agreement:

"The (Municipality), hereby agrees to indemnify, defend, save and hold harmless the DEPARTMENT and joint pole owners from all claims, demands, liabilities and suits for bodily injuries or death to persons or damage to property resulting in connection with the performance of the described work by (Municipality), its sub-contractors, agents or employees.

This indemnification shall not exceed the sum of \$1,000,000 for bodily injury or death of persons for any one occurrence or \$300,000 for property damage for any one occurrence."

The DEPARTMENT likewise agrees to include the above indemnification in all contracts with contractors who perform construction or maintenance work in the same manner as with municipalities.

7. 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. 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."

8. It is understood and agreed that either party hereto may at any time and whether with or without cause terminate joint usage for any pole or poles by mailing to the other a written notice of its intent to do so. The party desiring termination may then remove its attachments and facilities from said joint use pole or poles defined in the notice of termination. The title to and maintenance responsibility for said pole or poles and accessory attachments such as guy wires, anchors and pole foundations shall revert to the party retaining use of said pole or poles.

9. The COMPANY covenants to indemnify, defend, save harmless and exonerate the DEPARTMENT of and from all liability, claims and demands arising out of the work undertaken by the COMPANY pursuant to this agreement, due to the negligent actions, delays or omissions done or committed by the COMPANY, its subcontractors, employees, agents or representatives. 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: _____
Director of Administration

(SEAL)

ATTEST: _____
Executive Secretary

COMPANY: _____

BY: _____
(Title: _____)

(SEAL)

ATTEST: _____

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

BY: _____
Assistant Attorney

ATTACHMENT
#3

Florida



Department of Transportation

REUBIN O'D. ASKEW
GOVERNOR

Haydon Burns Building, 605 Suwannee Street, Tallahassee, Florida 32304, Telephone (904) 488-8772
TOM WEBB, JR.
SECRETARY

September 1, 1977

Mr. K. L. Brown
Sub-Committee Chairman
Florida Utilities Coordinating
Committee
c/o Tampa Electric Company
Post Office Box 111
Tampa, Florida 33601

Dear Ken:

Your letter to Mr. W. G. Gartner relative to location of utilities has been referred to me.

Please be advised that the matter is being reviewed and I will be in contact with you relative to specifics shortly. In the meantime, how does the attached look to you?

Sincerely,

A handwritten signature in cursive script that reads "Bill".

B. G. Morris
Deputy State Maintenance Engineer

BGM/pl
Attachment

**FLORIDA DEPARTMENT OF TRANSPORTATION
DESIGN CRITERIA RELATED TO HIGHWAY SAFETY**

22776

ITEM	INTERSTATE OR OTHER LIMITED ACCESS FACILITY OR DIVIDED HIGHWAY 4 OR MORE LANES	HIGHWAY - UNDIVIDED DESIGN SPEED OF 50 M.P.H. OR GREATER AND PROJECTED A.D.T. (20 YR) OF 1600 OR GREATER.	HIGHWAY - UNDIVIDED DESIGN SPEED OF 50 M.P.H. OR GREATER AND PROJECTED A.D.T. (20 YR) LESS THAN 1,600.	HIGHWAY - UNDIVIDED DESIGN SPEED 35 MPH - 45 MPH	MUNICIPAL CONSTRUCTION DESIGN SPEED 35 MPH OR LESS (CURB & GUTTER)
Embankment Slopes	6:1 up to 10' in height 4:1 10' to 20' in height 2:1 over 20' in height R/W cost must be considered in urban areas in using these slopes.	6:1 up to 10' in height 4:1 10' to 20' in height 2:1 over 20' in height	6:1 up to 6' in height except where R/W is insufficient then 4:1 will be permitted. 4:1 6' to 20' in height except where R/W is insufficient then 2:1 will be permitted with Guardrail.	6:1 up to 6' in height except where R/W is insufficient then 4:1 will be permitted. 4:1 6' to 20' in height except where R/W is insufficient then 2:1 will be permitted with Guardrail.	6:1 up to 10' in height 4:1 10' to 20' in height R/W cost must be considered in urban areas in using these slopes.
Clear Bridge Structure Widths.	Travel Lanes plus 10' Rt. and 6' Lt. 10' Lt. for 6 or more Lanes	Travel Lanes plus Approach Shoulder Width.	Travel Lanes plus Approach Shoulder Width.	Travel Lanes plus Approach Shoulder Width.	Full Section (Face to Face of Curb) plus clearance to Bridge Rail.
Backslopes	4:1 (normal)	4:1 (normal)	4:1 where R/W permits or 3:1	4:1 where R/W permits or 3:1	4:1 (normal)
Clear Recovery Area From Edge of Through Lane.	30 feet min. 12' minimum to face of Guardrail (on outside).	30 feet min. shoulder width + 2' to face of Guardrail.	30 feet min. Shoulder Width + 2' to face of Guardrail, (8' min.)	18' where R/W permits or 14' min. Shoulder Width + 2' to face of Guardrail, (8' min.)	4 feet from face of Curb. @ Bridge Piers normally will be 16 foot min. from edge of gravel lane.
Signs	Not generally in median. 30' min. off or frangible base or yielding support providing 16' clear or behind barrier.	30' off or frangible base or yielding support providing clear shoulder plus 2.0' or behind barrier.	30' off or frangible base or yielding support providing clear shoulder plus 2.0' or behind barrier.	18' off where R/W permits or 14' min. or frangible base or yielding support providing clear shoulder plus 2.0' or behind barrier.	Not generally in median. 4 feet from face of curb @ except small signs on yielding supports.
Light Poles	Not generally in median. 30' off or frangible base at 16' min. or behind barrier.	30' off or frangible base at 14 min. (16' min. with 10' shldr.) or behind barrier.	30' off or frangible base at 12' min. or behind barrier.	18' off where R/W permits or 14' min. or frangible base at 12' min. or behind barrier.	4' from face of curb at minimum. @
Utility Poles Fire Hydrants, etc.	Limited Access facility - See Policy # 014-46.01. Not in Median. 6' feet inside R/W or at R/W Line if clearance is less than 30 feet.	6' feet inside R/W or at R/W Line if clearance is less than 30 feet.	6' feet inside R/W or at R/W Line if clearance is less than 30 feet.	6' feet inside R/W or at R/W Line if clearance is less than 14 feet.	Not in median. 4' from face of curb at minimum. @
Railroad Signals	Not on Interstate or Expressway. 4' off shoulder or 14' max. from edge of driving lane. No Guardrail.	4' off shoulder or 14' max. from edge of driving lane. No Guardrail.	4' off shoulder, no Guardrail.	4' off shoulder, no Guardrail.	4' from face of curb min. @
Median Widths	Interstate or Limited Access Facilities (Barrier required if min.) 60' min. - 60 MPH & over 40' min. - under 60 MPH Other Divided Highway 40' min. - 55 MPH and over 22' min. - under 55 MPH	cannot be mt.)			Greater Widths desirable. 19.5 min. - 45 MPH 15.5 min. - 40 MPH or less For Reconstruction Projects the min. painted median width with provision for left turn is 10' (greater widths desired).

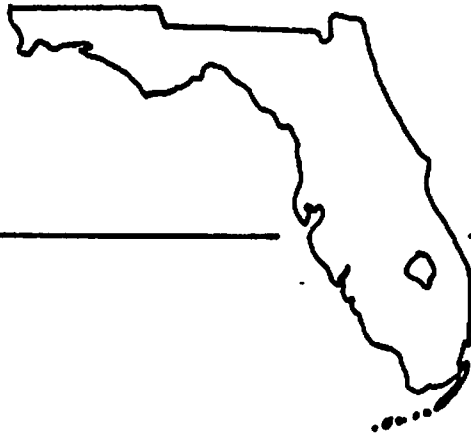
All specified lateral clearances measured from edge of through traffic lane unless otherwise noted.
Design Speed to be established using realistic anticipated operating speed. (Assume 55 MPH limits to be non-existent).

The minimum ditch width for all classes of rural construction shall be 4'.

Consideration should be given to maintaining greater than the above specified clearances and/or flatter slopes where feasible and practical.

On Projects where the 4 foot minimum offset would place the utility or other obstruction in substantial conflict with the sidewalk or when utility poles would create an unreasonable conflict with requirements of the National Safety Codes and other alternatives are deemed impractical the minimum may be reduced to 2 1/2 feet from face of curb - each case where this deviation is proposed must be supported on an individual basis.

At locations: immediately adjacent development such as buildings, etc. prov' less clearance, bridge piers can be placed to provide clearance 1' than 16'.
Values shown above shall be used on all new construction and on reconstruction projects to the extent that economic, environmental considerations and R/W limits will allow.
For more information on Minimum Standards for Design, Construction and Maintenance for Streets and Highways, see "Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways."



FLORIDA UTILITIES Coordinating Committee

Reply to:

Mr. K. L. Brown
Sub-Committee Chairman
Florida Utilities Coordinating
Committee
c/o Tampa Electric Company
P. O. Box 111
Tampa, FL 33601

August 16, 1977

Mr. William Gartner, Jr.
Deputy Director of Road Operations
Florida Department of Transportation
Haydon Burns Building
Tallahassee, Florida 32304

Dear Mr. Gartner:

For many years while the Florida Utility Accommodations Guide was being formulated as a joint effort of the Department of Transportation and the Florida Utilities Coordinating Committee, I think all of us realized that from time to time, it would be necessary to review the guide to correct for changing conditions or ambiguities found in the guide.

During the August 4, 1977 meeting of the Florida Utilities Coordinating Committee, a problem in the "Location Criteria for Utilities" was brought to the attention of the Committee. The problem did not exist in the guide as it was printed on May 4, 1970. However, it appeared for the first time in the reprint of the guide on December 1, 1973. This change went unnoticed by the Committee and unenforced by the DOT until recently. I cannot find in the minutes of any meeting with the DOT where utilities reviewed the change prior to the reprint; therefore, I must conclude an error was made while reprinting the guide. An error in the guide could not have occurred in a more critical location, which eventually will create problems for the DOT as well as utilities. For this reason, a new sub-committee was established to work with the DOT to resolve this problem and any others that may come to light while reviewing the guide.

Page 12 of the May 4, 1970 publication, Section X, Primary and Secondary - under 50 MPH, Paragraph B, first sentence, was worded as follows:

- B. Utility Poles, Fire Hydrants, etc. at right of way line.*
Poles may be located up to 6½' from right of way line provided that they are at least 18' from the edge of through lane pavement.

#3

Mr. William Gartner, Jr.
August 16, 1977
Page Two

The above paragraph re-appeared in the December 1, 1973 publication on Page 16, Section 6, B (2), first sentence and worded as follows:

- (2) Utility Poles, Fire Hydrants, etc. at right of way line.* Poles may be located up to six and one-half (6½) feet from right of way line provided they are at least eighteen (18) feet from edge of pavement.

The removal of the words "through lane" from the statement creates numerous problems for utilities and is ambiguous when compared with the definition for "right of way line" given on the following page.

It is imperative that any ambiguities in the guide are clarified as soon as possible, because all utility poles placed in DOT rights of way since December 1, 1973 were placed in location using interpretations as we originally discussed. The courts could hold utilities negligent for improper placement of poles as well as the DOT for allowing it.

Your prompt review of this problem will be appreciated, and our sub-committee stands ready to meet and discuss methods of resolving the problem at your convenience in Tallahassee.

Very truly yours,



K. L. Brown
Sub-Committee Chairman
Florida Utilities Coordinating Committee

KLB:ec

c: All Committee Members
Ernest Salley - State Utility Engineer
Florida Department of Transportation

ATTACHMENT #4



P. O. Box 1119
Sarasota, Florida 33578
October 28, 1977

Mr. R. D. Cannon, P.E.
Engineer of Roadway Maintenance
Department of Transportation
Haydon Burns Building
605 Suwannee Street
Tallahassee, Florida 32304

Dear Mr. Cannon:

I regret we've not been able to move faster ^{on} the Florida Utilities Coordinating Committee Jack and Bore Sub-Committee job. We did meet in July to try to wrap up the project.

The remaining concern of major impact is in the area of installation equipment and methods and procedures for doing a jack and bore job. Some utilities and contractors still feel that too strict interpretation of some of the wording could result in delay and cost escalation without contributing to preserving roadway integrity.

Attached is some information on a type of equipment not covered by the present supplement draft.

We've made some progress on drafting wording changes, and intend to suggest meeting with you in November.

Yours very truly,


W. H. Anderson
Division Engineering Manager

WHA:jc
Attach.

cc: Mr. Ray C. Colby, Chairman
F.U.C.C.

FLORIDA UTILITIES COORDINATING COMMITTEE

11-1-77 Report of Pedestrian Guard Committee

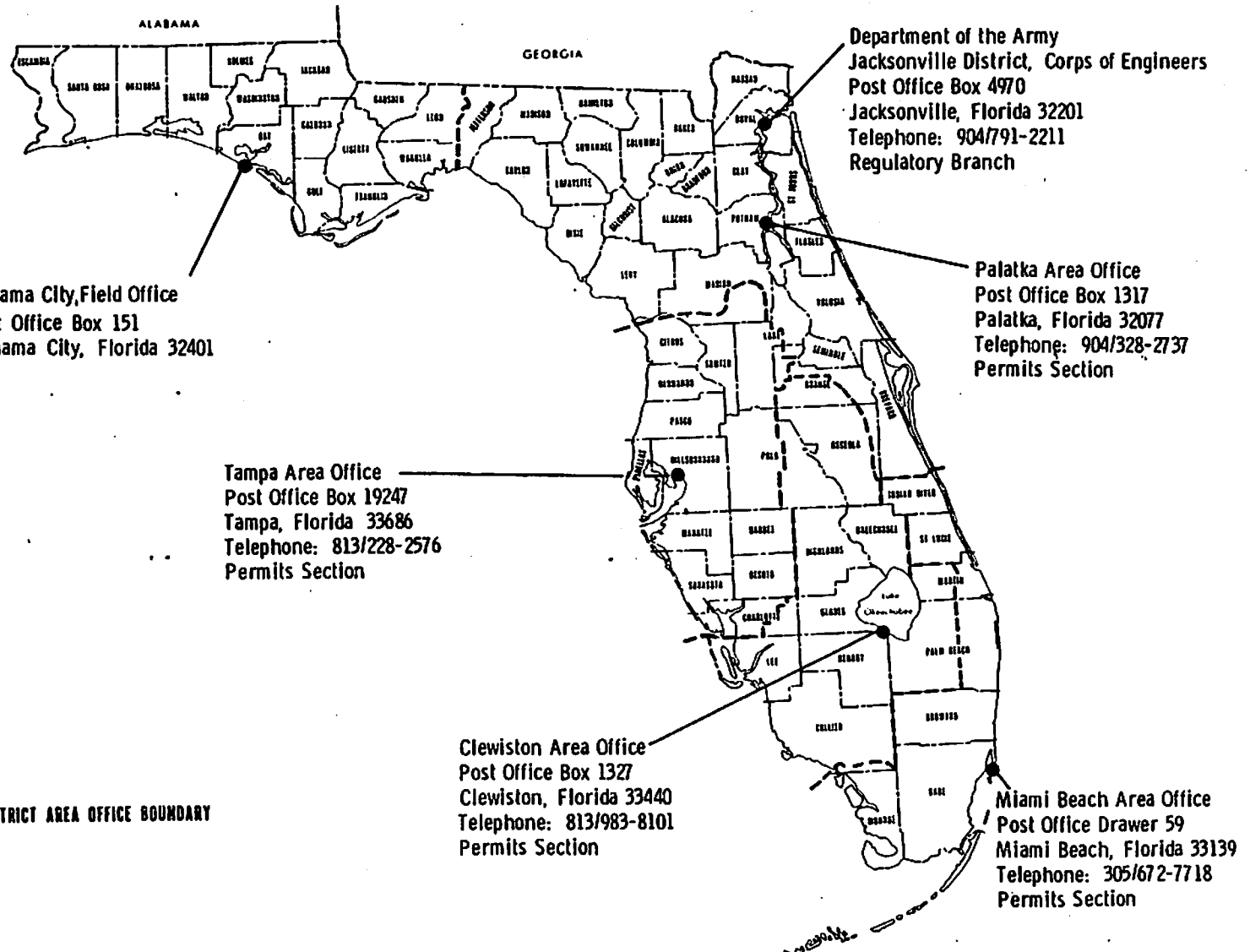
C. E. Hanle, Chairman

Developments to date:

1. A standard pedestrian guard has been designed
 - A. Satisfies all legal objectives
 - B. Structurally adequate
 - C. Adaptable to all formations of pipe
 - D. Can be fabricated off job site - then installed.
 - E. Provides clear evidence of deterrence to pedestrians

2. Design is in the approval stage
 - A. Prototype model fabricated
 - B. Prototype installed on SBT&T Co. conduit crossing
 - C. Drawings are currently being reviewed by consultant engineer who is a "recognized safety expert" in South Florida
 1. Will endorse as to safety and structure

3. Once consultant has judged design:
 - A. Committee members will be notified and asked to attend a meeting to inspect the design and prototype.
 - B. Committee will revise design as it sees necessary
 - C. Submit re-design to consultant for approval
 - D. Committee will present final design to Public Service Commission



Department of the Army
 Jacksonville District, Corps of Engineers
 Post Office Box 4970
 Jacksonville, Florida 32201
 Telephone: 904/791-2211
 Regulatory Branch

Palatka Area Office
 Post Office Box 1317
 Palatka, Florida 32077
 Telephone: 904/328-2737
 Permits Section

Tampa Area Office
 Post Office Box 19247
 Tampa, Florida 33686
 Telephone: 813/228-2576
 Permits Section

Clewiston Area Office
 Post Office Box 1327
 Clewiston, Florida 33440
 Telephone: 813/983-8101
 Permits Section

Miami Beach Area Office
 Post Office Drawer 59
 Miami Beach, Florida 33139
 Telephone: 305/672-7718
 Permits Section

LEGEND:

----- JACKSONVILLE DISTRICT AREA OFFICE BOUNDARY

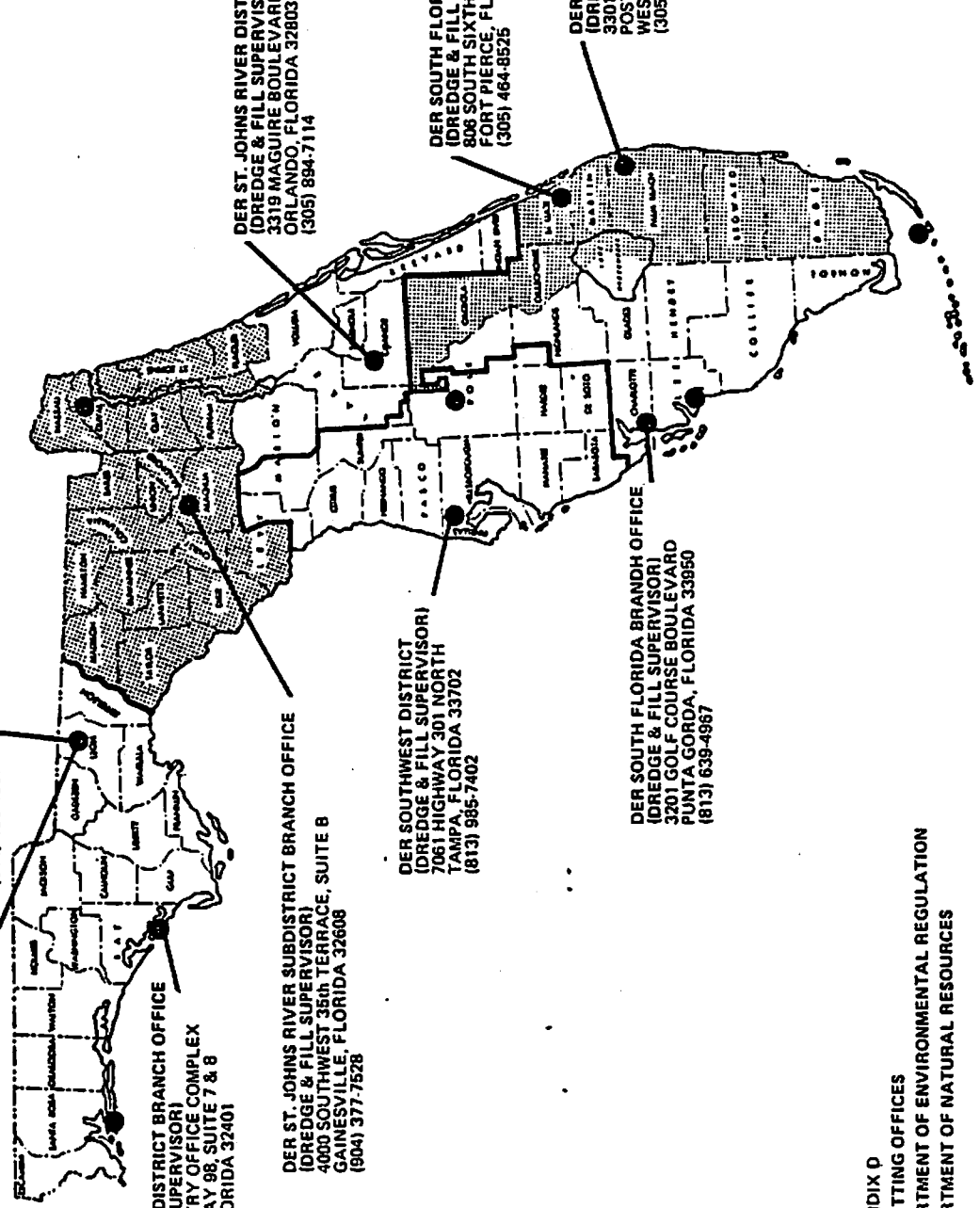
CORPS OF ENGINEERS REGULATORY OFFICES

D-2

ATTACHED

DEPARTMENT OF NATURAL RESOURCES
BUREAU OF BEACHES AND SHORES
202 BLOUNT STREET CROWN BUILDING
TALLAHASSEE, FLORIDA 32304
(804) 488-7200

DEPARTMENT OF ENVIRONMENTAL REGULATION
BUREAU OF PERMITTING
2562 EXECUTIVE CENTER CIRCLE EAST
MONTGOMERY BUILDING
TALLAHASSEE, FLORIDA 32301
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DER NORTHWEST DISTRICT BRANCH OFFICE
(DREDGE & FILL SUPERVISOR)
TOWN AND COUNTRY OFFICE COMPLEX
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DER ST. JOHNS RIVER DISTRICT
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DER SOUTHWEST DISTRICT
(DREDGE & FILL SUPERVISOR)
7061 HIGHWAY 301 NORTH
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DER SOUTH FLORIDA SUBDISTRICT BRANCH OFFICE
(DREDGE & FILL SUPERVISOR)
808 SOUTH SIXTH STREET
FORT PIERCE, FLORIDA 33450
(305) 464-8525

DER SOUTH FLORIDA BRANCH OFFICE
(DREDGE & FILL SUPERVISOR)
3201 GOLF COURSE BOULEVARD
PUNTA GORDA, FLORIDA 33950
(813) 639-4967

DER SOUTH FLORIDA SUBDISTRICT
(DREDGE & FILL SUPERVISOR)
3301 GUN CLUB ROAD
POST OFFICE BOX 3858
WEST PALM BEACH, FLORIDA 33402
(305) 689-5800

APPENDIX D
PERMITTING OFFICES
DEPARTMENT OF ENVIRONMENTAL REGULATION
DEPARTMENT OF NATURAL RESOURCES