



UTILITY RELOCATION SCHEDULE & PERMIT

POLK COUNTY ROADS & DRAINAGE DIVISION
3000 SHEFFIELD ROAD • WINTER HAVEN, FL 33880
PHONE (863) 535-2200 • FAX (863) 534-7339



Polk County Project Number: [redacted]
Polk County Project Name: [redacted]
Project Description and Limits: [redacted]
Utility Agency/Owner (UAO): [redacted]

A. Summary of Relocation and Execution:

NON-CONSTRUCTION ITEMS:	ESTIMATED CALENDAR DAYS	CONSTRUCTION ITEMS:	ESTIMATED CALENDAR DAYS
Preliminary Engineering	[redacted] DA	Prior to Project Construction	[redacted] DA
Material Procurement	[redacted] DA	During Project Construction	[redacted] DA
Right-of-Way/Easement Acquisition	[redacted] DA		
Other	[redacted] DA		

This document has been developed as the method for a Utility Agency/Owner (UAO) to transmit to the Polk County Roads & Drainage Division ("County"); the location, relocation, adjustment, installation, and/or protection of their facilities on this project.

The following data is based on the County's Final Construction Plans dated [redacted].

Any deviation by the County or its contractor to the construction plans, as provided, may render this Utility Relocation Schedule null and void. Upon notification by the County of such change, the UAO shall review the changes and determine if any changes to this Utility Relocation Schedule are required. If said deviation does not require a new relocation schedule, then notification is required stating that this document still applies. If changes are required, the UAO shall prepare and submit a new Utility Relocation Schedule and Permit to the County reflecting the deviation(s) and corresponding impacts.

The UAO agrees to notify the County prior to starting, stopping, resuming or completing work per the Permit requirements in Section 'E'.

UAO Representative: [redacted] Telephone Number: [redacted]

UAO Field Representative: [redacted] Telephone Number: [redacted]

A copy of this schedule shall be included in the bid documents. By signature of both parties at the end of Section 'E', this document will also serve as the approved schedule and permit. A copy of this permit shall be kept on site and available for review at all times.

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B. Special Conditions/Constraints (for constructability purposes only):

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C. Existing Facilities on Project				
UAO FACILITIES by TYPE, SIZE, MATERIAL, and VERTICAL ELEVATION/OFFSET to BASELINE from STA to STA	DESCRIPTION OF UTILITY WORK	DEPENDENT ACTIVITIES	MOT PHASE NUMBER	CONSECUTIVE CALENDAR DAYS

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D. Proposed Relocation of Facilities on Project:				
UAO FACILITIES by TYPE, SIZE, MATERIAL, and VERTICAL ELEVATION/OFFSET to BASELINE from STA to STA	DESCRIPTION OF UTILITY WORK	DEPENDENT ACTIVITIES	MOT PHASE NUMBER	CONSECUTIVE CALENDAR DAYS

E. Utility Permit:

1. The UAO declares that prior to filing this application, the location of all existing facilities in the subject area that it owns or has an interest in, both aerial and underground, are shown on the plans in accordance with Florida Statutes, Chapter 337 and 556.
2. The COUNTY Project Manager shall be notified a minimum of forty eight (48) hours prior to starting work and again immediately upon completion of work.
3. All work, materials, and equipment shall be subject to inspection and approval by the COUNTY.
4. All plans and installations shall conform to the requirements of the FDOT's UAM in effect as of the date this permit is approved by the COUNTY, and shall be made a part of this permit. This provision shall not limit the authority of the COUNTY under Paragraph 8 of this Permit.
5. The construction and maintenance of this facility shall not interfere with the property and rights of a prior UAO.
6. This permit is a license for permissive use only and the placing of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder, except as provided in executed subordination and Railroad Utility Agreements.
7. Pursuant to Section 337.403(1), Florida Statutes, any facilities placed upon, under, over, or along any public road or publicly owned rail corridor that is found by the COUNTY to be unreasonably interfering in any way with the convenient, safe, or continuous use, or maintenance, improvement, extension, or expansion, of such public road or publicly owned rail corridor shall, upon thirty (30) days written notice to the UAO or its agent by the COUNTY, be removed or relocated by such UAO at its own expense. The obligation to remove or relocate such facility pursuant to Section 337.403.1, Florida Statutes shall apply to all successors and assigns for the permitted facility.
8. Whenever such removal or relocation of facilities is required pursuant to Section 337.403(1), Florida Statutes, and the UAO fails to remove or relocate within the time agreed upon, the COUNTY retains the right, pursuant to Sections 337.403(3) and 337.404, Florida Statutes, to cause the facility to be removed, to charge the UAO for that expense, and to proceed with any necessary action to recover the cost of such removal.
9. In the event the relocation of said facilities are scheduled to be done simultaneously with the COUNTY's construction work, the UAO will coordinate with the COUNTY before proceeding and shall cooperate with the COUNTY's contractor to schedule the work so as not to delay the work of the COUNTY's contractor, defend any legal claims of the COUNTY's contractor due to delays caused by the UAO's failure to comply with the approved schedule, and shall comply with all provisions of the law and the FDOT's current UAM.
10. In the event the activities permitted hereunder are not constructed in accordance with the COUNTY's requirements in effect as of the date this permit is approved, the UAO shall reconstruct the facilities in accordance with such requirements or remove such facilities from the R/W at no cost to the COUNTY, except for reimbursement rights set forth in previously executed subordination and Railroad Utility Agreements. This provision shall not limit the authority of the COUNTY under Paragraph 8 of this Permit.
11. The rights and privileges set forth herein are granted only to the extent of the COUNTY's right, title and interest in the land to be entered upon and used by the UAO, and the UAO will, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend, and save harmless the COUNTY from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by said UAO of the aforesaid rights and privileges.
12. During construction, all safety regulations of the COUNTY shall be observed and the UAO must take measures, including placing and the display of safety devices that may be necessary in order to safely conduct the public through the project area in accordance with the requirements of the FDOT's Design Standards, Indexes 600-670, the Standard Specifications for Road and Bridge Construction, Section 102, as amended by the UAM, and when applicable, Standard Application Package for railways, including flagging services and Railroad Protective Insurance or acceptable alternative. When a UAO deems it necessary to conduct Traffic Control activities and methods significantly different from those addressed in the above references, the UAO must submit an alternative plan signed and sealed by a licensed Florida professional engineer qualified to develop TCP in accordance with the provisions of Chapter 8 of the UAM.
13. At the COUNTY's request, the UAO, at its sole expense, shall promptly remove any out of service facilities. Should the COUNTY agree that the UAO may keep its facilities in place and out of service, the UAO, by execution of this permit acknowledges its present and continuing ownership of its facilities located, as described in Section 'C', within the COUNTY's R/W. Whenever the UAO removes its facilities, it shall be at the UAO's sole cost and expense.

14. In the event unknown contaminated soil is encountered by the UAO within the permitted horizontal or vertical construction limits, the UAO shall immediately cease work and notify the COUNTY. The COUNTY shall coordinate with the appropriate agencies and notify the UAO of any suspension or revocation of the permit until contamination assessment and remediation, as appropriate, has progressed to a state that all environmental regulatory agencies having jurisdiction have approved the site of the contamination for resumption of work. **Any work outside the permitted horizontal or vertical construction limits will be the sole responsibility of the UAO.**
15. For any excavation, construction, maintenance, or support activities performed by or on behalf of the COUNTY, within its R/W, the UAO shall be required by the COUNTY to physically expose or to direct the exposure of underground facilities, provide any necessary support to facilities, and/or cover aerial facilities as deemed reasonably necessary for safety purposes or to determine the actual location of the facilities.
16. Pursuant to Section 337.401(2), Florida Statutes, the permit shall require the permit holder to be responsible for damage resulting from the issuance of the permit. The COUNTY may initiate injunctive proceedings as provided in s.120.69 to enforce provisions of this subsection or any rule or order issued or entered into pursuant thereto.
17. Pursuant to Section 337.402, Florida Statutes, when any public road or publicly owned rail corridor is damaged or impaired in any way because of the installation, inspection, or repair of a facility located on such road or publicly owned rail corridor, the UAO shall, at its own expense, restore the road or publicly owned rail corridor to its original condition before such damage. If the owner fails to make such restoration, the authority is authorized to do so and charge the cost thereof against the owner under the provisions of s.337.404.
18. The UAO shall comply with all provisions of Chapter 556, Florida Statutes, Underground Facilities Damage Prevention and Safety Act.

19. **Special COUNTY instructions:**

Note: *It is understood and agreed that commencement by the UAO is acknowledgment and acceptance of the binding nature of all the above listed permit conditions and special instructions.*

20. Receipt of this permit acknowledges responsibility to comply with Section 119.07(3), Florida Statutes regarding Exempt Documents.
21. This document is a printout of a digital form maintained on the Polk County website at www.polk-county.net. All revisions thereto by the UAO in the form of additions, deletions or substitutions are reflected only in an Appendix entitled "Changes to Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the UAO hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled "Changes to Form Document".
22. Notwithstanding the foregoing, nothing contained in this permit shall be deemed to impair in any way the rights granted or reserved in any deeds, easements, subordination agreements, railroad utility agreements, or other such instruments.

Authorized Utility Agent:

Acceptance by County Project Manager:

Signature Date

Printed Name

Title

Signature Date

Printed Name

Title