

## **DIRECTIONS FOR COMPLETION OF THE MASTER AGREEMENT**

1) The Master Agreement must be signed by Corporate Officials:

Sign – President or Vice President

Attest – Secretary or Assistant Secretary  
Treasurer or Assistant Treasurer

- 2) In accordance with Paragraph Ninth, identify the method of estimating to be used by the company i.e.: your current method.
- 3) In accordance with Paragraph Tenth, provide a corporate resolution delegating signature and attestation authority to the Company's local level.

**NOTE: DO NOT SIGN AND ATTEST EXHIBIT "A"**

THIS AGREEMENT, numbered \_\_\_\_\_ in DEPARTMENT files, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the COMMONWEALTH of Pennsylvania, acting through the Department of Transportation, hereinafter called the DEPARTMENT,

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with its principal place of business located at \_\_\_\_\_, \_\_\_\_\_, hereinafter called UTILITY.

W I T N E S S E T H

WHEREAS, the Secretary of Transportation, in pursuance of authority vested in the Secretary by law, is proposing to construct or reconstruct highways or bridges, hereinafter "Project" that in the opinion of the Secretary of Transportation, will require the adjustment or relocation of certain of the UTILITY's facilities; and,

WHEREAS, the DEPARTMENT and UTILITY wish to agree upon the terms and conditions under which the UTILITY will make the necessary adjustments or relocations to its facilities where reimbursable costs do not exceed \$50,000; and,

WHEREAS, the DEPARTMENT, whenever it enters upon and occupies the right of way of a public utility, is required under the provisions of Section 412 of the State Highway Law, approved June 1, 1945, 36 P.S. §670-412 to provide the UTILITY substitute right of way at a favorable location, and is authorized by said Act to enter into an agreement with the UTILITY to contribute toward the expense of the relocation or reconstruction of the UTILITY's facilities; and,

WHEREAS, the Federal Highway Administration, U. S. Department of Transportation, may participate in this highway project, and any work performed by UTILITY shall be in accordance with the current 23 Code of Federal Regulations, Part 645, Subpart A, of the Federal Highway Administration, United States Department of Transportation, the provisions of which are incorporated herein by reference; and,

WHEREAS, any such facilities transferred to or remaining at a location within the right of way of any State highway will be subject to the provisions of the current 23 Code of Federal Regulations, Part 645, Subpart B, of the Federal Highway Administration, United States Department of Transportation, 67 PA Code, Chapter 459, Pennsylvania Department of Transportation Regulations governing occupancy of highways by Utilities, and the Design Manual Part 5; and

NOW, THEREFORE:

In consideration of the foregoing premises and the mutual covenants hereinafter contained and with the intent to be legally bound hereby, the Parties agree as follows:

FIRST - The above recitals are incorporated as if herebelow, as terms and conditions of this Agreement.

SECOND - UTILITY agrees that upon receipt from the DEPARTMENT of written notice that certain of UTILITY's facilities and appurtenances may require adjustment or relocation to accommodate the Project, UTILITY will prepare and submit a "Lump Sum Estimate Agreement" (LSEA), included as Exhibit "A" and made part of this Agreement, to the DEPARTMENT together with real property documentation, and detailed plans and drawings showing adjustments or relocations of UTILITY's facilities in a manner and at a location consistent with the provisions of Design Manual Part 5.

THIRD - Any UTILITY adjustments or relocations accomplished after authorization to proceed by the DEPARTMENT, shall under the terms of this Agreement be completed reasonably within the time estimated by UTILITY in the aforementioned LSEA.

FOURTH - Upon completion of work contemplated by LSEA, the UTILITY shall certify to the DEPARTMENT that all work has been completed and furnish an invoice in the agreed to Lump Sum amount. The DEPARTMENT shall pay to the UTILITY the agreed to Lump Sum amount attributable to relocation of those facilities located outside public right of way, exclusive of betterment's and charges for interest on construction money.

FIFTH - In the event the UTILITY is not authorized by the DEPARTMENT to proceed with the relocation work within one year from the date of the LSEA or unforeseen circumstances alter costs, the UTILITY shall have the option to request a supplement to convert the LSEA to an actual cost agreement.

SIXTH - The UTILITY agrees to maintain and provide in any applicable contracts entered into to effect a portion or all of an adjustment or relocation for a specific Project, that its contractors will also maintain, all books, documents, papers, accounting records and other evidence pertaining to cost proposals and estimates and to costs incurred and to make such materials available at their respective offices at all reasonable times for a period of not less than three (3) years from the date final reimbursement payment has been received, for the purpose of examination by representatives of the DEPARTMENT and the Federal Government and copies thereof shall be furnished if requested.

SEVENTH - The UTILITY agrees to subordinate to the highway easement acquired or to be acquired by the DEPARTMENT for the aforesaid Project, any and all property rights which the UTILITY may have within the required right of way, functional replacements for which having been provided by the DEPARTMENT, either by acquisition of substitute right of way or as otherwise specifically provided for herein. The UTILITY shall retain any and all other existing rights, if any to occupy the required right of way with its facilities. Subsequent construction, alteration, operation or maintenance of the facilities, adjusted pursuant to this agreement shall except as otherwise herein provided, be in accordance with the highway occupancy provisions of this Agreement and the current Highway Occupancy Regulations of the Department of Transportation and, where applicable, the Federal Highway Administration.

EIGHTH - It is agreed that any delay in completion of the work outlined in the LSEA, which is occasioned by failure of the DEPARTMENT or its contractor to do other work which, by the nature of its relationship thereto, must be accomplished prior to the aforesaid work outlined in LSEA shall not be chargeable to the time limit referred to in Paragraph THIRD.

NINTH - It is agreed UTILITY will conform to a uniform system of estimating costs in the preparation of the LSEA, as defined in Exhibit "B" and made part of this Agreement.

TENTH – UTILITY agrees to delegate signature authority to the appropriate level of local operations as defined by the Corporate Resolution delegating said authority, as set forth in Exhibit "C" and made part of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

ATTEST

\_\_\_\_\_  
Title: DATE

BY \_\_\_\_\_  
Title: DATE

***If a Corporation, the President or Vice-president must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general partner must sign. If a Municipality, Authority or other entity, please attach a resolution.***

**DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY**

PENNSYLVANIA

COMMONWEALTH OF

DEPARTMENT OF TRANSPORTATION

BY \_\_\_\_\_  
CENTRAL OFFICE DATE  
UTILITY ADMINISTRATOR

APPROVED AS TO LEGALITY  
AND FORM

PRELIMINARILY APPROVED

BY \_\_\_\_\_  
Chief Counsel DATE

BY \_\_\_\_\_  
Assistant Counsel DATE

BY \_\_\_\_\_  
Deputy Attorney General DATE

RECORDED NO. \_\_\_\_\_  
CERTIFIED FUNDS AVAILABLE UNDER  
ACTIVITY PROGRAM \_\_\_\_\_  
SYMBOL \_\_\_\_\_  
AMOUNT \_\_\_\_\_

BY \_\_\_\_\_  
Deputy General Counsel DATE

BY \_\_\_\_\_  
Comptroller DATE

**Exhibit A**

Contract No.  
FID No

THIS AGREEMENT, numbered \_\_\_\_\_ in COMMONWEALTH files, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the COMMONWEALTH of Pennsylvania, acting through the Department of Transportation, hereinafter called the DEPARTMENT,

a  
n  
d

with its principal place of business located at \_\_\_\_\_, Pennsylvania, hereinafter called UTILITY.

**W I T N E S S E T H**

WHEREAS, the Secretary of Transportation, in pursuance of authority vested in the Secretary by law, is about to undertake a highway construction project on State Route Section \_\_\_\_\_, in \_\_\_\_\_ County, Pennsylvania; and,

WHEREAS, this highway project will, in the opinion of the Secretary of Transportation, require the adjustment of certain of the UTILITY's facilities, portions of which are presently located outside the existing public right of way; and,

WHEREAS, in conformance with the terms and conditions of Master Utility Relocation Agreement number \_\_\_\_\_, dated \_\_\_\_\_, between the Parties, UTILITY herein below estimates the cost of adjusting or relocating its facilities; and,

WHEREAS, UTILITY certifies that it has the right of occupancy in its existing location because it holds the fee, easement, or other real property interest and that UTILITY herewith furnishes evidence of such rights.

NOW, THEREFORE:

In consideration of the foregoing premises and the mutual covenants hereinafter contained and with the intent to be legally bound hereby, the Parties agree as follows:

FIRST - That the UTILITY will make the adjustments to its facilities, consisting of \_\_\_\_\_, together with fittings and appurtenances thereto between Station \_\_\_\_\_ and Station \_\_\_\_\_, on State Route \_\_\_\_\_, Section \_\_\_\_\_, in \_\_\_\_\_ County, \_\_\_\_\_ of \_\_\_\_\_, in the manner and at the location approved by the Department of Transportation at a reimbursable cost estimated as follows:

Labor	\$
Materials & Supplies	\$
Equipment	\$
Transportation	\$
Total Reimbursable Relocation Cost	\$

Detailed plans showing the adjustments or relocation of UTILITY's facilities, along with real property documentation are attached hereto as exhibit (A).

SECOND - The Parties agree that a lump sum of (\$ \_\_\_\_\_) dollars attributable to the relocation of those facilities of UTILITY located outside of the public right of way, shall be paid by the DEPARTMENT to the UTILITY, which UTILITY agrees to accept as settlement for UTILITY's expenses to adjust, transfer and/or reconstruct its facilities in/or from private right of way.

THIRD - That the UTILITY will within \_\_\_\_\_ calendar days of the DEPARTMENT's authorization to proceed with such work, complete the adjustments contemplated by this agreement in a manner satisfactory to the DEPARTMENT, and upon certification in writing by the UTILITY of such completion and upon UTILITY furnishing an invoice in the agreed to lump sum amount, the DEPARTMENT shall pay to the UTILITY the DEPARTMENT's share, exclusive of any betterments and charges for interest on construction money, which amount is (\$ \_\_\_\_\_) dollars.

FOURTH - That, upon receipt of the payment stipulated in Paragraph Third and subject to all other terms of this agreement, the UTILITY for itself, its successors and assigns, shall and does hereby quitclaim, release and forever discharge the DEPARTMENT, its agents, officers and employees, from any and all claims and damages incurred by virtue of the relocation of the aforesaid UTILITY facilities.

FIFTH - That, inasmuch as the facilities to be located within the highway right of way at the Stations listed below, in accordance with this Agreement, are not presently located within the legal right of way limits of any public highway, such facilities, together with any additions to and substitutes therefor duly made by the utility, will continue to be regarded by the DEPARTMENT as if they were located outside Public right of way for the purpose of determining liability for relocation costs in the event of further relocation thereof required by the DEPARTMENT, in which event the DEPARTMENT will be responsible for payment of relocation costs and for providing substitute right of way.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

ATTEST

\_\_\_\_\_

BY \_\_\_\_\_

Title: \_\_\_\_\_ DATE \_\_\_\_\_

Title: \_\_\_\_\_ DATE \_\_\_\_\_

***If a Corporation, the President or Vice-president must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general partner must sign. If a Municipality, Authority or other entity, please attach a resolution.***

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COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

BY \_\_\_\_\_  
Central Office Utility Administrator DATE \_\_\_\_\_

APPROVED AS TO LEGALITY  
AND FORM

PRELIMINARILY APPROVED

BY \_\_\_\_\_

BY \_\_\_\_\_

\_\_\_\_\_  
Chief Counsel DATE \_\_\_\_\_  
DATE \_\_\_\_\_

Assistant Counsel

BY \_\_\_\_\_  
Deputy Attorney General DATE \_\_\_\_\_

RECORDED NO. \_\_\_\_\_  
CERTIFIED FUNDS AVAILABLE UNDER  
ACTIVITY PROGRAM \_\_\_\_\_  
SYMBOL \_\_\_\_\_  
AMOUNT \_\_\_\_\_

BY \_\_\_\_\_  
Deputy General Counsel DATE \_\_\_\_\_

BY \_\_\_\_\_  
Comptroller DATE \_\_\_\_\_

Example

**“Exhibit B”**

The (Utility) hereby agrees to conform to a uniform system of estimating costs in the preparation of the LSEA, as required in paragraph “NINTH”.

The method of estimating costs will be based on THE POLE COUNT method (i.e. poles on private Right of Way versus poles on public Right of Way) in conjunction with historical performances which are adjusted monthly.

Example

**EXHIBIT C**

**CERTIFICATE OF AUTHORITY**

I, (Name), (Title) of (Utility), do hereby certify that (Name and title of person given authority to prepare and sign) possesses the authority to prepare, sign and certify any and all documents associated with the Lump Sum Estimate Agreements pursuant to (Utility) agreement with the Commonwealth of Pennsylvania under Contract No. \_\_\_\_\_, FID No. \_\_\_\_\_.

\_\_\_\_\_  
(Name and title of person giving authority)

Sworn to and subscribed before me, a Notary Public,  
this \_\_\_\_\_ day of \_\_\_\_\_, 20 .

\_\_\_\_\_  
(Notary)

SEAL