



WR# 5098196

UNDERGROUND DISTRIBUTION FACILITIES INSTALLATION AGREEMENT

This Agreement, made this _____ day of _____, 2013 by and between CITY OF PALM COAST (hereinafter called the Customer) and FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida (hereinafter called FPL).

WITNESSETH:

Whereas, the CITY OF PALM COAST has applied to FPL for underground distribution facilities to be installed on Customer's property known as St Joe Park, Palm Coast Pkwy SW - Underground Distribution System located in Palm Coast/Flagler County.
(City/County)

That for and in consideration of the covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The Customer shall pay FPL a Contribution in Aid of Construction of \$102,238.27 (the total Contribution) to cover the differential cost between an underground and an overhead system. This is based on the currently effective tariff filed with the Florida Public Service Commission by FPL and is more particularly described on Exhibit A attached hereto.
2. That a credit of N/A shall be provided to the Customer for trenching, backfilling, installation of Company provided conduit and other work, as shown on Exhibit B, if applicable, and approved by FPL. If such credit applies, the resulting Contribution cash payment shall be \$102,238.27.
3. The contribution and credit are subject to adjustment when FPL's tariff is revised by the Florida Public Service Commission and the Customer has requested FPL to delay FPL's scheduled date of installation. Any additional costs caused by a Customer's change in the Customer's plans submitted to FPL on which the contribution was based shall be paid for by the Customer. The contribution does not include the cost of conversion of any existing overhead lines to underground or the relocation of any existing overhead or underground facilities to serve the property identified above.
4. That the Contribution provides for various voltages, Single and Three phase underground electrical service with facilities located on private property in easements as required by FPL (except as otherwise agreed upon with City of Palm Coast). The contribution is based on employment of rapid production techniques and cooperation to eliminate conflicts with other utilities. Underground service, secondary, and primary conductors are to be of standard FPL design, in conduit, and with above-grade appurtenances.
5. That the payment of the Contribution does not waive any provisions of FPL's Electric Tariff.

If the property is subject to an underground ordinance, FPL shall notify the appropriate governmental agency that satisfactory arrangements have been made with the Customer as specified by FPL.

Title to and ownership of the facilities installed as a result of this agreement shall at all times remain the property of FPL.

6. That good and sufficient easements, including legal descriptions and survey work to produce such easements, and mortgage subordinations required by FPL for the installation and maintenance of its electric distribution facilities must be granted or obtained, and recorded, at no cost to FPL, prior to trenching, installation and/or construction of FPL facilities. FPL may require mortgage subordinations when the Customer's property, on which FPL will install its facilities, is mortgaged and (1) there are no provisions in the mortgage that the lien of the mortgage will be subordinate to utility easements, (2) FPL's easement has not been recorded prior to the recordation of the mortgage, (3) FPL's facilities are or will be used to serve other parcels of property, or (4) other circumstances exist which FPL determines would make such a subordination necessary.
 - a) The Customer shall furnish FPL a copy of the deed or other suitable document, which contains a full legal description, and exact name of the legal owner to be used when an easement is prepared, as required by FPL.
 - b) The Customer shall furnish drawings, satisfactory to FPL, showing the location of existing and proposed structures on the Customer's construction site, as required by FPL.
 - c) Should for any reason, except for the sole error of FPL, FPL's facilities not be constructed within the easement, FPL may require the customer to grant new easements and obtain any necessary mortgage subordinations to cover FPL's installed facilities, at no cost to FPL, and FPL will release the existing easement. Mortgage subordinations will be necessary in this context when 1) the Customer's property on which FPL will install its facilities is mortgaged, 2) there are no provisions in the mortgage for subordination of the lien of the mortgage to utility easements, or 3) FPL's facilities are or will be used to serve other parcels of property.

7. Before FPL can begin its engineering work on the underground electric distribution facilities, the Customer shall provide FPL with the following:
 - a) Paving, grading, and drainage plans showing all surface and sub-surface drainage satisfactory to FPL,
 - b) A construction schedule,
 - c) An estimate of when electric service will be required, and
 - d) Copies of the Customer's final construction plans as well as other construction drawings (plot, site, sewage, electrical, etc.) requested by FPL plats provided by the Customer must be either recorded by the circuit clerk or other recording officer or prepared and certified as meeting the requirements for recording (except approval by the governing body) by a registered land surveyor.

8. Prior to FPL construction pursuant to this agreement, the Customer shall:
 - a) Clear the FPL easement on the Customer's property of tree stumps, all trees, and other obstructions that conflict with construction, including the drainage of all flooded areas. The Customer shall be responsible for clearing, compacting, boulder and large rock removal, stump removal, paving and addressing other special conditions. The easement shall be graded to within six inches of final grade with soil stabilized.
 - b) Provide property line and corner stakes, designated by a licensed surveyor, to establish a reference for locating the underground cable trench route in the easement and additional reference points when required by FPL. Also, the Customer shall provide stakes identifying the location, depth, size and type facility of all non-FPL underground facilities within or near the easement where FPL distribution facilities will be installed. The Customer shall maintain these stakes, and if any of these stakes are lost, destroyed or moved and FPL requires their use, the Customer shall replace the stakes at no cost to FPL, unless the stakes are lost, destroyed or moved by an agent, employee, contractor or subcontractor of FPL, in which case FPL will pay the Customer the cost of replacing the stakes.
 - c) It is further understood and agreed that subsequent relocation or repair of the FPL system, once installed, will be paid by the Customer if said relocation or repair is a result of a change in the grading by the Customer or any of the Customer's contractors or subcontractors from the time the underground facilities were installed; and, that subsequent repair to FPL's system, once installed, will be paid by the Customer if said repair is a result of damage caused by the Customer or any of the Customer's contractors or subcontractors.
 - d) Provide sufficient and timely advance notice (60 days) as required by FPL, for FPL to install its underground distribution facilities prior to the installation of paving, landscaping, sodding, sprinkler systems, or other surface obstructions. In the absence of sufficient coordination, as determined by FPL, by the Customer, all additional costs for trenching and backfilling shall be paid by the Customer, and none of the costs of restoring paving, landscaping, grass, sprinkler systems and all other surface obstructions to their original condition, should they be installed prior to FPL's facilities, shall be borne by FPL.
 - e) Pay for all additional costs incurred by FPL which may include, but are not limited to, engineering design, administration and relocation expenses, due to changes made subsequent to this agreement on the subdivision or development layout or grade.
 - f) Provide applicable trenching, backfilling, installation of Company provided conduit and other work in accordance with FPL specifications more particularly described on Exhibit B attached hereto. At the discretion of FPL, either correct any discrepancies, within two (2) working days, found in the installation that are inconsistent with the instructions and specifications attached to this agreement or pay the associated cost to correct the installation within thirty (30) days of receiving the associated bill, and in either case, reimburse FPL for costs associated with lost crew time due to such discrepancies.

9. FPL shall:
 - a) Provide the Customer with a plan showing the location of all FPL underground facilities, point of delivery, and transformer locations and specifications required by FPL and to be adhered to by the Customer.
 - b) Install, own, and maintain the electric distribution facilities up to the designated point of delivery except when otherwise noted.
 - c) Request the Customer to participate in a pre-construction conference with the Customer's contractors, the FPL representatives and other utilities within six (6) weeks of the start of construction. At the pre-construction conference, FPL shall provide the Customer with an estimate of the date when service may be provided.

10. This Agreement is subject to FPL's Electric Tariff, including but not limited to the General Rules and Regulations for Electric Service and the Rules of the Florida Public Service Commission, as they are now written, or as they may be revised, amended or supplemented.

11. This agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Customer and FPL.

The Customer and FPL will coordinate closely in fulfilling obligations in order to avoid delays in providing permanent electric service at the time of the Customer's receipt of a certificate of occupancy.

Accepted:

 For FPL (Date)
 Patti Hersch, Sr Technical Specialist

Accepted:

 Customer (Date)

 Witness (Date)

 Witness (Date)

PROJECT: ST JOE PARK - UG FEEDER TIE
DESIGNER: Patil Hersch

LOCATION: PALM COAST PKWY SW

(13.2.12.a) Primary lateral riser (if from overhead termination point), pad mounted transformer and trench with cable-in-conduit not to exceed 150 feet for radials and 300 feet for loops.

	From Overhead Termination Point		From Existing Underground Termination Point	
(13.2.12.a.1) Single Phase Radial	\$635.94	X	\$0.00	X
(13.2.12.a.2) Two Phase Radial	\$1,017.30	X	\$0.00	X
(13.2.12.a.3) Three Phase Radial - 150KVA	\$2,247.23	X	\$0.00	X
(13.2.12.a.4) Three Phase Radial - 300 KVA	\$0.00	X	\$0.00	X
(13.2.12.a.5) Single Phase loop	\$2,133.18	X	\$882.98	X 1
(13.2.12.a.6) Two Phase Loop	\$3,615.96	X	\$1,817.94	X
(13.2.12.a.7) Three Phase Loop - 150 KVA	\$6,535.22	X	\$4,288.42	X
(13.2.12.a.7) Three Phase Loop - 300 KVA	\$2,612.63	X	\$365.82	X

(13.2.12.b) Secondary riser and lateral, excluding handhole or junction box, with connection to Applicant's service cables no greater than 20 feet from Company riser pole.

(13.2.12.b.1) Small Single Phase 4/0 TPX or smaller	\$655.11	X		per riser	\$ -
(13.2.12.b.2) Large Single Phase larger than 4/0 TPX	\$1,146.03	X		per riser	\$ -
(13.2.12.b.3) Small Three Phase 4/0 QPX or smaller	\$869.32	X		per riser	\$ -
(13.2.12.b.4) Large Three Phase larger than 4/0 QPX	\$1,662.96	X		per riser	\$ -

(13.2.12.c) Small UG commercial services (60 Amp 120V / 125 Amp 120/240V per SPO 21010.4)

(13.2.12.c.1.a) 2 wire (120V) service on accessible wood pole	\$769.60	X		per service	\$ -
(13.2.12.c.1.b) 3 wire (120/240V) service on accessible wood pole	\$831.59	X		per service	\$ -
(13.2.12.c.2.a) 2 wire (120V) service on inaccessible wood pole	\$883.51	X		per service	\$ -
(13.2.12.c.2.b) 3 wire (120/240V) service on inaccessible wood pole	\$947.47	X		per service	\$ -
(13.2.12.c.3.a) 2 wire (120V) service on accessible concrete pole	\$784.92	X		per service	\$ -
(13.2.12.c.3.b) 3 wire (120/240V) service on accessible concrete pole	\$858.11	X		per service	\$ -

(13.2.12.d) Handholes and Padmounted Secondary Junction Boxes, excluding connections.

(13.2.12.d.1) Handholes					
(13.2.12.d.1.a) Small 24" handhole	\$217.95	X		per HH	\$ -
(13.2.12.d.1.b) Intermediate 30" handhole	\$255.88	X		per HH	\$ -
(13.2.12.d.1.c) Large 48" handhole	\$884.85	X		per HH	\$ -
(13.2.12.d.2) Pad Mounted Junction Box (PM TX Dummy Cabinet M&S #161-40000-7)	\$3,012.70	X		per box	\$ -
(13.2.12.d.3.a) Pad Mounted Junction Cabinet (22 port 3 phase cabinet M&S #161-40100-3)	\$12,828.87	X		per cabinet	\$ -
(13.2.12.d.3.b) Tapping conductors (if more than 12 sets)	\$83.28	X		per set	\$ -

(13.2.12.e) Primary Splice Box including splices and cable pulling set-up

(13.2.12.e.1) Single Phase per box	\$1,484.26	X		per box	\$ -
(13.2.12.e.2) Two Phase per box	\$2,060.40	X		per box	\$ -
(13.2.12.e.3) Three Phase per box	\$2,177.53	X	4	per box	\$ 8,710.12

(13.2.12.f) Additional installation charge for underground primary laterals including trench and cable-in-conduit which exceeds the limits set in 13.2.12.a to reach FPL designated point of delivery.

(13.2.12.f.1) Single Phase per foot	\$1.38	X		per ft.	\$ -
(13.2.12.f.2) Two Phase per foot	\$3.62	X		per ft.	\$ -
(13.2.12.f.3) Three Phase per foot	\$4.37	X	954	per ft.	\$ 4,168.98

(13.2.12.g) Additional installation charge for underground primary laterals including trench and cable-in-conduit extended beyond the FPL designated point of delivery.

(13.2.12.g.1) Single Phase per foot	\$8.85	X		per ft.	\$ -
(13.2.12.g.2) Two Phase per foot	\$13.03	X		per ft.	\$ -
(13.2.12.g.3) Three Phase per foot	\$16.07	X		per ft.	\$ -

(13.2.12.h) UG Feeder

(13.2.12.h) 1000 KCMIL (not including switch package)	\$15.54	X	3350	per ft.	\$ 52,059.00
(13.2.12.h) Switch package (6/6 or 9/3 per package)	\$25,290.09	X	1	each	\$ 25,290.09
(13.2.12.h) Switch package (4/4 per package)	\$25,290.09	X		each	\$ -

(13.2.13.a) Trench and backfilling credits

(13.2.13.a.1) Credit per foot of primary trench	\$3.35	X	4304	per ft.	\$ 14,418.40
(13.2.13.a.2) Credit per foot of secondary trench	\$3.12	X		per ft.	\$ -

(13.2.13.b) Conduit installation credits

(13.2.13.b.1) Credit per foot of 2" PVC	\$0.58	X		per ft.	\$ -
(13.2.13.b.2) Credit per foot of 5" PVC	\$0.81	X	4304	per ft.	\$ 3,486.24

(13.2.13.c) Handhole / primary splice box installation credits

(13.2.13.c.1) Credit per large HH (greater than 30") / Pri Splice Box	\$224.26	X	1	HH(s)	\$ 224.26
(13.2.13.c.2) Credit per small / intermediate HH (30" or less)	\$58.96	X		HH(s)	\$ -

(13.2.13.d) Transformer / cap bank pad installation credits

(13.2.13.d.) Credit per pad	\$57.80	X		pad(s)	\$ -
-----------------------------	---------	---	--	--------	------

Feeder Splice Box Credit (FDRSPICEBOX-07-860)

Feeder Splice Box Credit (FDRSPICEBOX-07-860)	\$640.42	X		each	\$ -
---	----------	---	--	------	------

Padmount Switch Chamber Credit (FDRSWPAD-07-860)

Padmount Switch Chamber Credit (FDRSWPAD-07-860)	\$544.48	X		each	\$ -
--	----------	---	--	------	------

Additional Charges (e.g. non-rapid trenching, restoration, etc.)

29256

TOTAL CONTRIBUTION:	\$ 120,367.17
LESS TOTAL CREDITS:	\$ 18,128.90
TOTAL CASH PAYMENT:	\$ 102,238.27

TOTAL CUSTOMER PAYMENT	\$ 120,367.17
(CONTRIBUTION MAT + LABOR)	\$ 18,128.90
(CONTRIBUTION CASH)	\$ 102,238.27