

**FACILITIES RELOCATION AGREEMENT  
(FPL – TRANSMISSION)  
(GOVERNMENTAL ENTITY)**

THIS FACILITIES RELOCATION AGREEMENT ("Agreement") is made and entered into this 21<sup>st</sup> day of July, 2021 by and between the City of Ft Lauderdale, Florida, with address NW Progresso Flagler Heights CRA 100 North Andrews Ave., Ft. Lauderdale, Florida 33301, ("**Applicant**"), and FLORIDA POWER & LIGHT COMPANY, a Florida corporation ("**FPL**"), with its principal place of business at 700 Universe Boulevard, Juno Beach, Florida 33408. Applicant and FPL are sometimes hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**."

**WITNESSETH:**

WHEREAS, Applicant intends to construct an apartment community to be known as The Villages of the Arts and will require the relocation of certain incompatible and conflicting portions of FPL's facilities and equipment with the intended construction of such apartment community; and

WHEREAS FPL will incur costs in the relocation of such FPL's facilities and equipment, which costs would not have occurred but for Applicant's intended construction of such apartment community.

NOW THEREFORE, in consideration of the mutual promises of Applicant and FPL, and other good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged by the Parties, the Parties agree that FPL shall relocate the FPL facilities and equipment and Applicant shall reimburse FPL for the actual cost of such relocation as follows:

**ARTICLE 1 – DEFINITIONS**

For the purposes of this Agreement the following terms, whether used in the singular or plural, shall have the meanings set forth below when used with capitalization:

- 1.1 Date Cost Estimate Received means the day that the cost estimate was hand-delivered or transmitted by facsimile, or if mailed, five (5) days from the date of postmark.
- 1.2 FPL Facilities means, but shall not be limited to, any structure consisting of manholes, conduits, poles, wires, cables, substations, system protection equipment or other appurtenances, and associated equipment, and used by FPL in connection with the transmission and/or distribution of electric power.
- 1.3 Relocation and/or Relocate means the work performed by FPL under this Agreement and any activity made necessary by Applicant's construction which conflicts with or affects FPL, any FPL Facilities, or service, including any work associated with the Transmission Line Clearance. Relocation shall include, but shall not be limited to, permanent or temporary support, protection, relocation, rearrangement, design, redesign, abandonment or reconstruction of the FPL Facilities and all other work required to provide continuity of service to FPL's customers which is a result of a conflict.
- 1.4 Replacement FPL Facilities means any FPL Facilities which will be constructed under the terms of this Agreement as a consequence of Relocation of any FPL Facilities or portion thereof.
- 1.5 Transmission Line Clearance (FPL Facilities de-energization) means a de-energization of FPL Facilities following a review performed by an FPL system operator to ensure the FPL Facilities de-energization does not compromise FPL's power system reliability.

**ARTICLE II - IDENTIFICATION OF CONFLICTS**

- 2.1 Known Conflicts. Applicant shall reimburse FPL for costs associated with the Relocation of the FPL Facilities more particularly described and located on the real property described on Exhibit A attached hereto and incorporated herein by this reference ("**Property**"). Applicant understands that this Agreement is solely for the relocation of FPL Facilities. It is the Applicant's responsibility to contact the owner(s) of any facilities co-located on FPL's Facilities (such as telephone, cable and wireless/cell phone providers), and to negotiate, and pay the cost of, the relocation of such third-party facilities. Applicant understands that FPL's work under this Agreement cannot proceed until such third-party negotiations have been completed. Applicant shall provide FPL with written documentation from each such third-party provider reflecting the date upon which such third-party facilities will be relocated.
- 2.2 Other Conflicts. The identification of any other conflicting FPL Facilities requiring Relocation shall be undertaken by FPL pursuant to a subsequent written agreement between FPL and Applicant.

**ARTICLE III - DESIGN AND CONSTRUCTION OF REPLACEMENT FACILITIES**

- 3.1 Design Standards. Engineering design standards and material specified shall meet FPL's current design standards. In addition, the design of the Relocation will be in conformity with all laws, codes and regulations.
- 3.2 Construction Standards. Materials and construction procedures shall meet FPL's current construction standards. In addition, any Relocation or Replacement FPL Facilities will be accomplished in conformance with all laws, codes and regulations.

#### **ARTICLE IV - REPLACEMENT RIGHT-OF-WAY**

- 4.1 Replacement Right-of-Way. Applicant shall provide FPL with replacement rights-of-way in one of the following manners:
- \_\_\_ (a) Applicant shall reimburse FPL for all costs associated with the identification and acquisition of replacement rights-of-way, including, but not limited to, FPL's attorney fees for costs in prosecuting or in connection with any condemnation actions for the acquisition of necessary rights-of-way.
- X (b) Applicant shall convey or grant to FPL replacement rights-of-way sufficient to permit FPL to accomplish Relocation of the FPL Facilities and to operate and maintain the Replacement FPL Facilities in accordance with FPL's customary practices. Such conveyances or grants of replacement rights-of-way shall be accomplished at no cost to FPL and in form and substance satisfactory to FPL in its sole discretion.
- \_\_\_ (c) No replacement right-of-way is necessary. The existing right-of-way conveyed or granted to FPL on Applicant's property is sufficient to permit FPL to accomplish the Relocation of the FPL Facilities and to operate and maintain the Replacement Facilities in accordance with FPL's customary practices.
- 4.2 Location of Replacement Right-of-Way. The location of the aforesaid replacement rights-of-way are generally set forth in Exhibit B attached hereto, and shall be within the Property where conflicts are identified due to the Relocation.

#### **ARTICLE V - COST ESTIMATES, CREDITS AND BILLING**

- 5.1 Full Cost. Applicant shall pay FPL for the full cost of Relocation of the FPL Facilities. The Relocation work to be performed by FPL will be in accordance with the construction drawings attached hereto as Exhibit B.
- 5.2 Cost Estimate. Applicant shall be responsible for paying FPL 120% of the total cost estimate for the Relocation prior to FPL commencing any work hereunder. The estimated cost to Relocate the FPL Facilities is as below:

Relocation: \$1,831,420.83. This cost estimate is set out in detail in Exhibit C attached hereto.  
Additional 20% of the cost estimate: \$366,284.17.  
Engineering deposit received: \$143,080.00.  
Balance due: \$2,054,625.00

Applicant to provide payment in full for this amount to FPL along with two (2) signed copies of this Agreement.

Applicant understands and agrees that the amount set forth in Exhibit C is an estimate only. Applicant shall be responsible for the total cost of the Relocation; provided, however, the cost for the Relocation shall not exceed 120% of a valid Relocation cost estimate based upon an actual labor bid, except as otherwise provided herein.

- 5.3 Duration of Cost Estimate.  
The cost estimate referenced in Section 5.2 above is valid for ninety (90) days from the date the cost estimate is delivered to Applicant (this includes the cost estimate attached as Exhibit C and any subsequent cost estimate), subject to the terms and conditions set forth in Section 5.4 below.
- 5.4 Re-estimates, Scope of Work Changes, Transmission Line Clearance Cancellation.
- 5.4.1 Pre-construction. If the construction of the Relocation of the FPL Facilities has not commenced within one hundred eighty (180) days of the date that the latest cost estimate was delivered to Applicant, or if Applicant requests a change in the Relocation scope of work on any individual work order prior to FPL commencing any Relocation work construction, such cost estimate is invalid and a new cost estimate shall be required, whereupon FPL shall provide a re-estimate of the Relocation work prior to commencement of the Relocation by FPL. Applicant must agree in writing to pay the re-estimated cost and shall be responsible for the full cost of Relocation, not to exceed 120% of the re-estimate, except as expressly set forth otherwise herein.
- 5.4.2 After Start of Construction. If after FPL starts Relocation construction any of the following occurs: (a) Applicant requests a change in the Relocation scope of work of FPL Facilities; (b) FPL determines that there is a need for a change in the Relocation scope of work and such change causes the reimbursable cost of the Relocation to change by 20% or more; or (c) there is an increase in costs due to unknown or unforeseen physical conditions at the site which differ materially from those originally encountered; FPL shall provide Applicant with a new cost estimate as soon

as practicable, and Applicant shall pay any increased costs in the revised cost estimate, plus 20% thereof, to FPL within thirty (30) days after receipt of the revised cost estimate.

5.4.3 Transmission Line Clearance Availability and/or Cancellation. Applicant understands and agrees that the Relocation requires the de-energization of FPL Facilities in order to perform the Relocation work hereunder. In the event the FPL system operator considers the FPL power system is at risk, then FPL, in FPL's sole discretion, may cancel, limit and/or reschedule the approved FPL Facilities de-energization at any time, whereupon Applicant, at Applicant's sole cost and expense, shall be responsible for the entire cost: (i) to compensate the line contractor at its stand by rate for a minimum of eight (8) crew hours per day for each day; and/or (ii) to demobilize its crew, until the new date the Transmission Line Clearance has been obtained and the FPL Facilities have been de-energized. Such transmission line clearance cancellation costs (or restriction for limited hours or night work) shall will be added to the total cost of the Relocation to be paid by Applicant and shall not be subject to the limits set forth in Sections 5.4.1 and 5.4.2 above.

#### 5.5 Credits.

5.5.1 Applicant shall receive a credit for the payment of any non-refundable deposit required for the design, engineering, and estimating of the Relocation of FPL Facilities (as set forth above in Section 5.2).

5.5.2 Applicant shall receive a credit for payment made to FPL hereunder, if payment is received by FPL prior to issuing a detailed cost estimate and if this Agreement has been entered into within ninety (90) days of the date that estimate was delivered to Applicant and the Relocation performed.

5.5.3 Applicant shall receive no credit for payment hereunder, and such payment shall not be refunded: (a) if Applicant has not executed this Agreement within ninety (90) days of the date a detailed cost estimate was received by Applicant, (b) if a subsequent cost estimate is required and not paid, plus an additional 20% of any increased cost thereof, within thirty (30) days of the date Applicant receives the new cost estimate; or (c) if Applicant terminates this Agreement.

5.5.4 Any cost estimate provided to Applicant after the initial detailed cost estimate shall be done at additional cost and expense to Applicant. Applicant's payment for cost estimates shall be credited or retained by FPL as provided above.

5.6 Billing and Payment. Prior to the commencement of any Relocation of FPL Facilities under this Agreement, Applicant shall pay in advance the full estimated cost of such Relocation per Sections 5.2 and 5.4.2 and 5.4.3 above.

5.7 Final Bill. Upon completion of the Relocation, FPL shall at the earliest date practicable furnish to Applicant a final billing of all outstanding costs, including any overhead costs, incurred in connection with performance of Relocation of the FPL Facilities less any prepaid credits for additional cost estimates. Applicant shall have thirty (30) days from the date of an invoice to approve and pay the invoice. Failure to provide FPL with written notice to the contrary within the thirty (30) day period shall constitute approval by Applicant of the invoice against which payment must be remitted in full to FPL within thirty (30) days of the date of the invoice. If payment by Applicant is not postmarked within thirty (30) days of the date of the invoice, then a late payment charge shall be assessed in the amount of one and one-half percent (1½%) of the amount of the billing per month, charged on a daily basis or highest interest allowable under law.

#### 5.8 Refund and Effect of Termination.

5.8.1 Consistent with the terms of this Agreement, FPL shall refund to Applicant any amounts which Applicant has paid to FPL beyond the full cost of Relocation including any overhead costs.

5.8.2 In the event that this Agreement is terminated due to the cancellation or indefinite suspension of work in furtherance of Applicant's construction, Applicant shall be responsible for the costs of Relocation already incurred, including but not limited to all engineering, design, equipment, and materials cost, labor costs, and if any, the costs of Replacement FPL Facilities already installed, necessary to place any FPL Facilities into a permanent condition suitable to provide continuous, reliable electric service to the public in accordance with all applicable laws, regulations and FPL's usual practices as set forth in Article III herein. Nothing in this section shall be construed to modify or abrogate FPL's legal duty to mitigate damages.

### **ARTICLE VI – INSPECTIONS**

6.0 Inspections. All cost records and accounts of FPL directly related to the Relocation work performed under this Agreement shall be subject to inspection by Applicant for a period of one (1) year from the completion date of all Relocation work performed under this Agreement. Such inspections shall be performed by Applicant and in accordance with the following considerations:

- (a) Applicant shall provide FPL with thirty (30) days written notice requesting an inspection;
- (b) The specific time of inspection must be mutually agreed to;
- (c) Information required for inspection purposes shall be accounts and records kept by FPL directly related to Relocation and reimbursable costs;

- (d) Applicant may request only information reasonably required by it concerning Relocation and such request for information shall be in writing and shall include the purpose of the inspection;
  - (e) FPL shall make available the requested information at its offices during normal business hours, Monday through Friday;
  - (f) Applicant shall bear any costs associated with any inspections, including FPL costs, if any; and
  - (g) Information available under this Agreement shall not be used in violation of any law or regulation.
- FPL shall quote a deposit amount when such a request for inspection is made which Applicant shall pay in advance.

## **ARTICLE VII - GENERAL CONDITIONS**

- 7.1 Benefit of Agreement; Assignment. The provisions of this Agreement shall inure to the benefit of and bind the successors and assigns of the Parties to this Agreement but shall not inure to the benefit of any third party or other person. This Agreement shall not be assigned by either Party except upon receipt of the prior written permission of the other Party. Such permission shall not be unreasonably withheld.
- 7.2 Non-waiver. The failure of either Party at any time to require performance by the other Party of any provision hereof shall not affect the full right to require such performance at any time thereafter. Waiver by either Party of a breach of the same provision or any other provision shall not constitute a waiver of the provision itself.
- 7.3 Limitations of Liability. Neither Party shall be liable in contract, in tort (including negligence), or otherwise to the other Party for any incidental or consequential loss or damage whatsoever including but not limited to loss of profits or revenue on work not performed, for loss of use or underutilization of the Party's facilities, or loss of use of revenues or loss of anticipated profits resulting from either Party's performance, nonperformance, or delay in performance of its obligations under this Agreement.
- 7.4 Indemnification. Applicant shall indemnify, defend and hold harmless FPL, its parent, subsidiaries or affiliates and their respective officers, directors and employees (collectively "**FPL Entities**") from and against any liabilities whatsoever, occasioned wholly or in part by the negligence of Applicant, its contractors, subcontractors or employees, including attorney fees, for injury to or death of person(s) and property damage arising or resulting in connection with any activity associated with work or service under this Agreement. If the liability arises out of a claim made by an employee of Applicant, its contractors or assigns, Applicant shall indemnify FPL Entities, unless the damage or liability is due to or caused by the sole negligence of FPL Entities. Applicant's obligation to protect, defend and hold FPL Entities free and unharmed against such liabilities shall be subject to the limitation set forth in Section 768.28(5) Florida Statutes, except in the event Applicant purchases insurance covering the liability with limits in excess of the statutory limits, Applicant's obligation shall extend up to but shall not exceed the limits of that insurance.
- 7.5 Insurance. Applicant is a qualified self-insurer in the State of Florida and granted immunity under Florida Statute 768.28, as it now is written and as it may be amended by the legislature at future dates. Applicant maintains self-funded general liability, automobile liability, and workers' compensation insurance programs to the extent permitted by law. Due to operation of Florida Statute 768.28 affecting sovereign immunity, Applicant is prohibited from naming third-party entities as a named insured. Specifically, entities that are not themselves government entities cannot avail themselves the protections afforded through Florida law governing sovereign immunity. If Applicant utilizes its own personnel in the construction or maintenance work around the FPL Facilities, Applicant shall provide FPL with evidence of such liability insurance coverage.
- 7.6 Contractor Indemnification. The Applicant further agrees to include the following indemnification in all contracts between the Applicant and its general contractors who perform or are responsible for construction or maintenance work on or around the subject FPL Facilities, if any:
- "The Contractor hereby agrees to release, indemnify, defend, save and hold harmless Applicant and FPL, its parent, subsidiaries, affiliates or their respective officers, directors, or employees, from all claims, demands, liabilities and suits whether or not due to or caused by negligence of Applicant or FPL for bodily injuries or death to person(s) or damage to property resulting in connection with the performance of the described work by Contractor, its subcontractor, agents or employees. This indemnification shall extend up to but shall not exceed the sum of \$1,000,000.00 for bodily injury or death of person(s) or property damage combined single limit and \$3,000,000 occurrence aggregate. In the event the Contractor is insured for liability with limits in excess of these amounts, Contractor's said obligation shall extend up to but shall not exceed the limits of that insurance. Contractor's costs of defending Applicant and FPL, including attorneys' fees are excluded from and are in addition to the aforesaid limitation of liability for injury, death and property damage."
- 7.7 Contractor Insurance and Notice. Applicant agrees to require its contractors to obtain insurance to cover the above indemnity and further agrees to verify with its contractors that such insurance is in full force and effect. Applicant shall provide FPL's Risk Management Department with notice of the name and address of Applicant's contractors as specified in Section 7.6 above, prior to the commencement of the Relocation of FPL Facilities by FPL.
- 7.8 Modification or Termination of Agreement. This Agreement may be modified, amended, or terminated at any time by written agreement of the Parties authorized and executed with the same formality as this Agreement.

- 7.9 Effect of Headings. The headings set forth herein are for convenience only and shall not be deemed to modify or affect the rights and obligations of the Parties to this Agreement.
- 7.10 FPL Consent to Relocations. FPL agrees to the Relocation of the FPL Facilities to the extent necessary to eliminate conflicts with Applicant's construction in accordance with the terms and conditions of this Agreement. Applicant, at no expense to FPL, shall make all necessary arrangements and agreements with any person or entity which has facilities attached to the FPL poles for the relocation of those facilities.
- 7.11 Delegation of Power and Duties Notice. The following persons are designated as the authorized representatives of the Parties for the purposes of this Agreement and all notices or other communications to either Party by the other shall be made in writing and addressed as follows:
- To Applicant: Clarence Woods, Area CRA Manager  
Fort Lauderdale CRA  
914 Sistrunk Blvd., Suite 200  
Fort Lauderdale, Florida 33311
- To FPL: James Joseph  
Relocation Coordinator  
Florida Power & Light Company  
700 Universe Boulevard, TS4/JW  
Juno Beach, FL 33408
- 7.12 Notification of FPL Facilities, Form 360. Applicant acknowledges that high voltage electric lines are located in the area of Applicant's project and agrees to warn its employees, agents, contractors and invitees, new and experienced alike, of the danger of holding on to or touching a cable or other piece of equipment that is located or working close to any overhead power line and to use all safety and precautionary measures when working under or near FPL's Facilities. Applicant acknowledges and agrees that he has read and will comply with the Notification of FPL Facilities attached hereto as Exhibit D. Applicant shall sign and return two (2) copies of the attached Notification of FPL Facilities along with two (2) signed copies of this Agreement.
- 7.13 Force Majeure.
- (a) Neither Party shall be liable or responsible for any delay in the performance of, or the ability to perform, any duty or obligation required by this Agreement in the event of a Force Majeure occurrence. Such occurrence shall include, but shall not be limited to acts of civil or military authority (including courts or administrative agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, blockades, embargoes, sabotage, epidemics, fires, unusually severe floods or weather (anywhere in the United States where FPL utility workers and contractors support restoration), strikes, lockouts or other labor disputes or difficulties. The obligation of either Party to pay money in a timely manner is absolute and shall not be subject to the Force Majeure provisions. "**Force Majeure**" as used herein means, without limitation, any cause or event not reasonably within the control of FPL or Applicant.
  - (b) In the event of any delay resulting from a Force Majeure circumstance, the time for performance hereunder shall be extended for a period of time reasonably necessary to overcome the effect of such delays.
  - (c) In the event of any delay or nonperformance caused by a Force Majeure circumstance, the Party affected shall promptly notify the other in writing.
- 7.14 Severability. In the event that any of the provisions or portions or applications thereof of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, Applicant and FPL shall negotiate an equitable adjustment in the affected provisions of this Agreement. The validity and enforceability of the remaining independent provisions shall not be affected.
- 7.15 Effective Date. This Agreement shall become effective upon execution by the Parties and shall continue in effect until completion of all Relocation work by FPL unless otherwise provided herein or earlier termination in accordance with this Agreement.
- 7.16 Complete Agreement. This Agreement shall be signed by the authorized representatives of both Parties and constitutes the final written expression of all the terms of the agreement between the Parties and is a complete and exclusive statement of those terms. Any and all prior or contemporaneous course of dealing, representations, promises, warranties or statements by the Parties or their agents, employees, or representatives that differ in any way from the terms of this written Agreement shall be given no force or effect.

[Signatures appear on following page.]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

**Applicant:**

WITNESSES:

**CITY OF FORT LAUDERDALE**, a municipal corporation of the State of Florida.

\_\_\_\_\_  
Print Name

By \_\_\_\_\_  
DEAN J. TRANTALIS, Mayor

\_\_\_\_\_  
Print Name

By \_\_\_\_\_  
CHRISTOPHER J. LAGERBLOOM, ICMA-CM  
City Manager

(SEAL)

Approved as to form:  
ALAIN E. BOILEAU, City Attorney

ATTEST:

\_\_\_\_\_  
LYNN SOLOMON, Assistant City Attorney

\_\_\_\_\_  
JEFFREY A. MODARELLI, City Clerk

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by DEAN J. TRANTALIS, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida.  
(SEAL)

\_\_\_\_\_  
Signature: Notary Public, State of Florida

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

☒ Personally Known

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, CHRISTOPHER J. LAGERBLOOM, ICMA-CM, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida.

(SEAL)

\_\_\_\_\_  
Signature: Notary Public, State of Florida

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

☒ Personally Known

**FPL:**

FLORIDA POWER & LIGHT COMPANY

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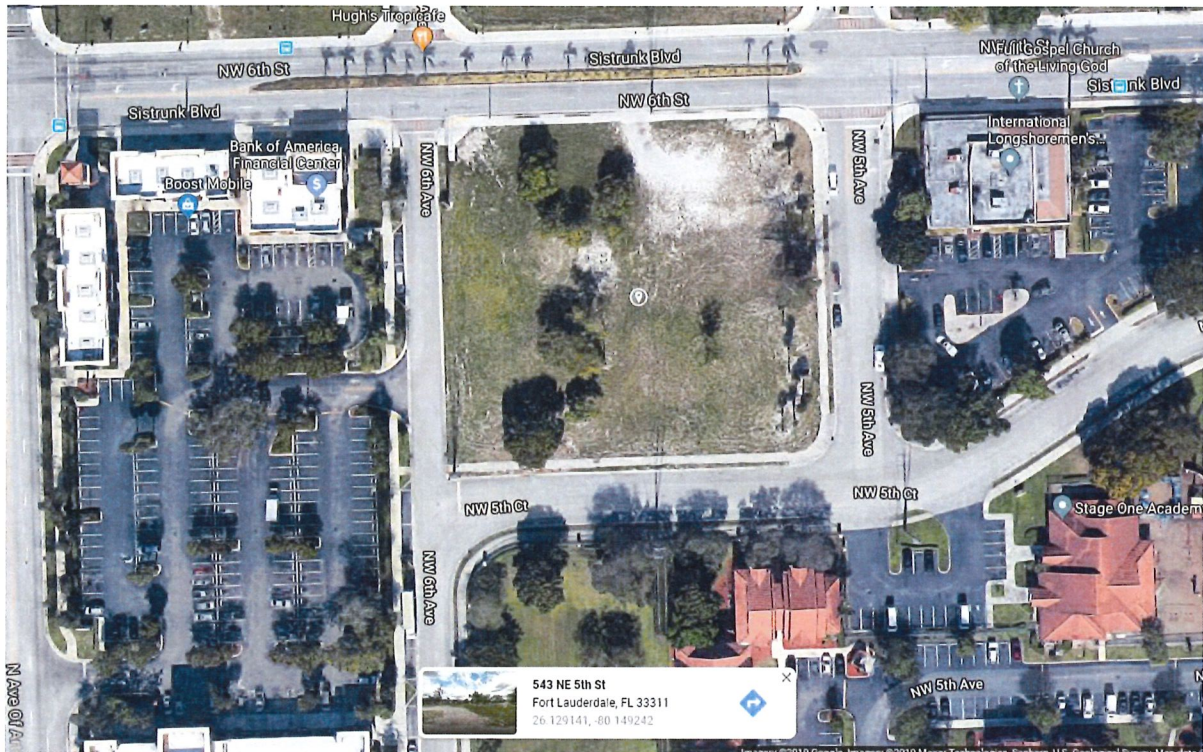
Ronald D. Critelli Jr., Sr. Director Engineering & Technical Services

Date: \_\_\_\_\_

**Exhibit A  
Property**



Property Location: 543 NE 5<sup>th</sup> St, Fort Lauderdale FL 33311

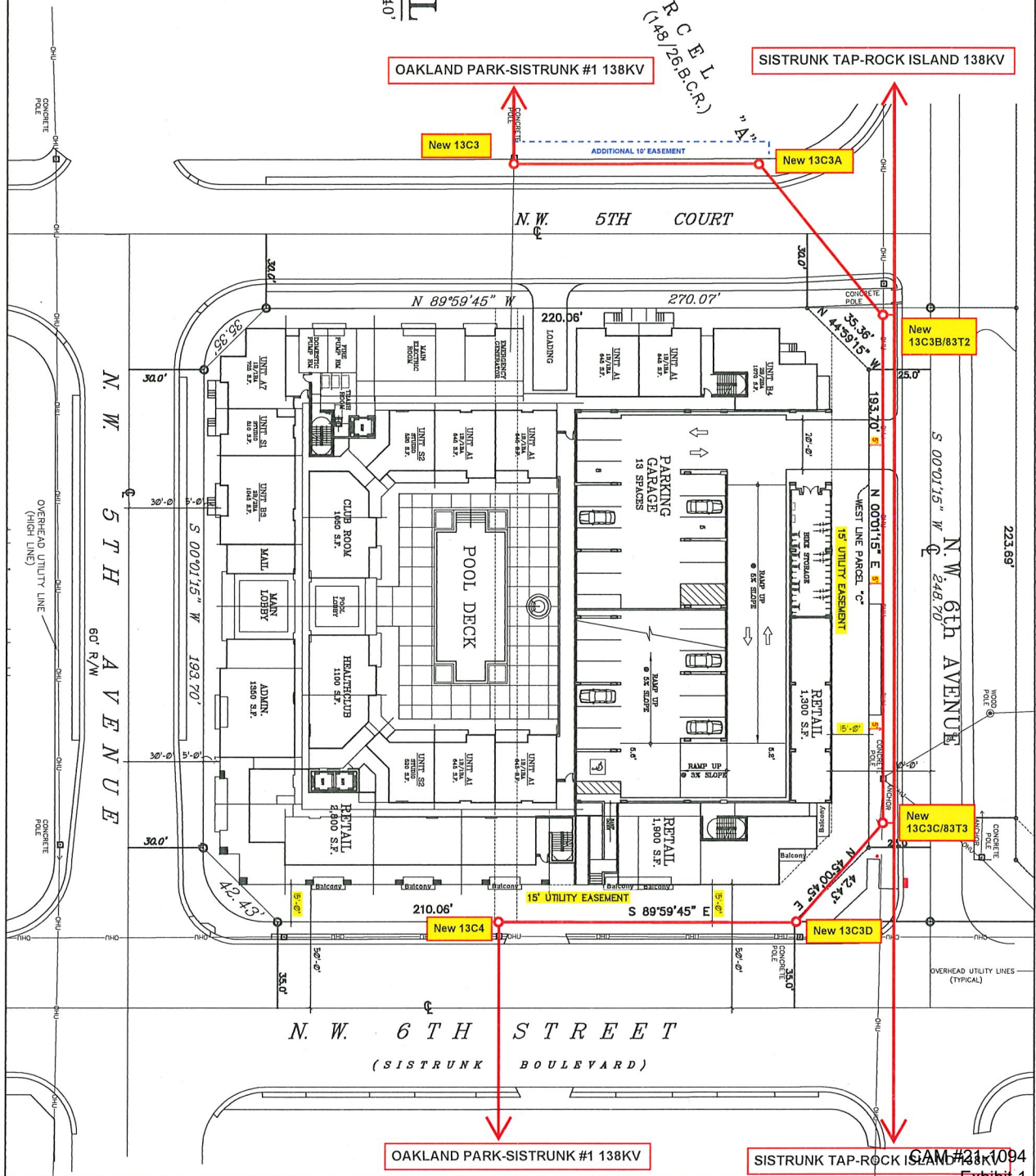


**Exhibit B**  
**Location of Replacement Right-of-Way**

SCALE: 1" = 40'

Regal Trace  
open space /  
retention area

Regal Trace  
day care



**Exhibit C**  
**Cost Estimate**

## Project Description

RBL BRO 138KV RELO 5 STR & INST DBL  
FOR COFTL VILLAGES OF ARTS

## Summary Estimate of Cost

Project Level

Project Name:

CUS BROWARD

Work Order T09999-009-0987-001  
List (max 6)

Line No	Salvage	Removal	Item	Item Cost	Total
6			(A) ENGINEERING		
7			Labor		
8			* Additives of Labor		
9			Transportation		
10			Applied Engineering	\$103,103.00	
11			Contractor & Misc. Expenses		
12			* Additives of Contractor/Misc. Expenses		
13			Sub-total	<u>\$103,103.00</u>	<u>\$103,103.00</u>
14					
15			(B) LAND & LAND RIGHTS (RIGHT OF WAY)		
16			Labor		
17			* Additives of Labor		
18			Transportation Expenses		
19			Purchase and/or Easements		
20			Contractor & Misc. Expenses		
21			* Additives of Contractor & Misc. Expenses		
22			Sub-total		
23					
24			(C) CONSTRUCTION		
25		\$3,519.68	Labor	\$58,281.40	
26			* Additives of Labor		
27		\$1,745.68	Transportation Expenses	\$28,906.16	
28			Material	\$427,134.29	
29			* Stores Loading	\$42,812.11	
30		\$47,388.24	Contractor & Misc. Expenses	\$784,688.04	
31			* Additives of Contractor & Misc. Expenses		
32		<u>\$52,653.60</u>	Sub-total	<u>\$1,341,822.00</u>	<u>\$1,394,475.60</u>
33					
34			(D) OTHER - MAINTENANCE		
35			Labor	\$466.78	
36			* Additives of Labor		
37			Transportation Expenses	\$231.50	
38			Material	\$40.36	
39			* Stores Handling	\$4.04	
40			Contractor & Misc. Expenses	\$6,284.52	
41			* Additives of Contractor & Misc. Expenses		
42			Sub-total	<u>\$7,027.20</u>	<u>\$7,027.20</u>
43					
44			(E) ADMINISTRATIVE & GENERAL COSTS		
45		\$16,575.62	Administrative & General Costs	\$310,239.41	
46		<u>\$16,575.62</u>	Sub-total	<u>\$310,239.41</u>	<u>\$326,815.03</u>
47					
48	<u>\$0.00</u>	<u>\$69,229.22</u>	<b>GRAND TOTAL</b>	<b>\$1,762,191.61</b>	<b>\$1,831,420.83</b>
49	TOTAL INSTALLATION AND MAINTENANCE COST				\$1,762,191.61
50	TOTAL REMOVAL COST				\$69,229.22
51	SALVAGE () LESS SALVAGE ADJUSTMENT (FACILITIES NOT REPLACED)				<u>\$0.00</u>
52	SUB-TOTAL				<u>\$1,831,420.83</u>
53	CREDIT ###.###% (FROM AGREEMENT)				<u>\$0.00</u>
54	NET REPLACEMENT COST (Sum lines 52 and 53)				<u>\$1,831,420.83</u>

\* Handling, Tax &amp; Insurance and Pension &amp; Welfare at Approved Rates

Engineer: \_\_\_\_\_

Ezzio Ribotti

Submitted By: \_\_\_\_\_

Shavonti Archer

## Work Order Description

## Summary Estimate of Cost

cost-only work order to process thru rbl  
system (Site:broward )

Work Order Level

Project Name CUS BROWARD

Work Order T09999-009-0987-000

Line No	Salvage	Removal	Item	Item Cost	Total
6			(A) ENGINEERING		
7			Labor		
8			* Additives of Labor		
9			Transportation		
10			Applied Engineering	\$103,103.00	
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21			* Additives of Contractor & Misc. Expenses		
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42			Sub-total	<u>\$7,027.20</u>	<u>\$7,027.20</u>
43					
44			(E) ADMINISTRATIVE & GENERAL COSTS		
45		\$16,575.62	Administrative & General Costs	\$310,239.41	
46		<u>\$16,575.62</u>	Sub-total	<u>\$310,239.41</u>	<u>\$326,815.03</u>
47					
48	<u>\$0.00</u>	<u>\$69,229.22</u>	<b>GRAND TOTAL</b>	<b>\$1,762,191.61</b>	<b>\$1,831,420.83</b>
49	TOTAL INSTALLATION AND MAINTENANCE COST				\$1,762,191.61
50	TOTAL REMOVAL COST				\$69,229.22
51	SALVAGE () LESS SALVAGE ADJUSTMENT (FACILITIES NOT REPLACED)				\$0.00
52	SUB-TOTAL				<u>\$1,831,420.83</u>
53	CREDIT FROM AGREEMENT (0%)				\$0.00
54	NET REPLACEMENT COST (Sum lines 52 and 53)				<u>\$1,831,420.83</u>

\* Handling, Tax &amp; Insurance and Pension &amp; Welfare at Approved Rates

Engineer: \_\_\_\_\_  
Ezzio Ribotti

Submitted By: \_\_\_\_\_  
Shavonti Archer

**Exhibit D  
Form 360**



**NOTIFICATION OF FPL FACILITIES**

Customer/Agency \_\_\_\_\_  
 Developer/Contractor Name \_\_\_\_\_  
 Location of Project \_\_\_\_\_  
 FPL Representative \_\_\_\_\_  
 Developer/Contractor Representative \_\_\_\_\_

Date of Meeting/Contact: \_\_\_\_\_  
 Project Number/Name: \_\_\_\_\_  
 City: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 FPL Work Request #/Work Order #: \_\_\_\_\_

FPL calls your attention to the fact that there may be energized, high voltage electric lines, both overhead and underground, located in the area of this project. It is imperative that you visually survey the area and that you also take the necessary steps to identify all overhead and underground facilities prior to commencing construction to determine whether the construction of any proposed improvements will bring any person, tool, machinery, equipment or object closer to FPL's power lines than the OSHA-prescribed limits. If it will, you must either re-design your project to allow it to be built safely given the pre-existing power line location, or make arrangements with FPL to either deenergize and ground our facilities, or relocate them, possibly at your expense. **You must do this before allowing any construction near the power lines.** It is impossible for FPL to know or predict whether or not the contractors or subcontractors, and their employees, will operate or use cranes, digging apparatus or other mobile equipment, or handle materials or tools, in dangerous proximity to such power lines during the course of construction, and, if so, when and where. Therefore, if it becomes necessary for any contractor or subcontractor, or their employees, to operate or handle cranes, digging apparatus, draglines, mobile equipment, or any other equipment, tools or materials in such a manner that they might come closer to underground or overhead power lines than is permitted by local, state or federal regulations, you and any such contractor or subcontractor must notify FPL in writing of such planned operation prior to the commencement thereof and make all necessary arrangements with FPL in order to carry out the work in a safe manner. **Any work in the vicinity of the electric lines should be suspended until these arrangements are finalized and implemented.**

The National Electrical Safety Code ("NESC") prescribes minimum clearances that must be maintained. If you build your structure so that those clearances cannot be maintained, you may be required to compensate FPL for the relocation of our facilities to comply with those clearances. As such, you should contact FPL prior to commencing construction near pre-existing underground or overhead power lines to make sure that your proposed improvement does not impinge upon the NESC clearances.

It is your responsibility and the responsibility of your contractors and subcontractors on this project to diligently fulfill the following obligations:

1. Make absolutely certain that all persons responsible for operating or handling cranes, digging apparatus, draglines, mobile equipment or any equipment, tool, or material capable of contacting a power line, are in compliance with all applicable state and federal regulations, including but not limited to U.S. Department of Labor OSHA Regulations, while performing their work.
2. Make sure that all cranes, digging apparatus, draglines, mobile equipment, and all other equipment or materials capable of contacting a power line have attached to them any warning signs required by U.S. Department of Labor OSHA Regulations.
3. Post and maintain proper warning signs and advise all employees, new and old alike, of their obligation to keep themselves, their tools, materials and equipment away from power lines per the following OSHA minimum approach distances (refer to OSHA regulations for restrictions):

<u>*Power Line Voltages</u>	<u>**Personnel and Equipment</u> (29 CFR 1910.333 and 1926.600)	<u>Cranes and Derricks</u> (29 CFR 1926.1407, 1408)	<u>Travel under or near Power Lines (on construction sites, no load)</u> (29 CFR 1926.600 – <b>Equipment</b> )(1926.1411 – <b>Cranes and Derricks</b> )	
0 - 750 volts	10 Feet	10 Feet	4 Feet	4 Feet
751 - 50,000 volts	10 Feet	10 Feet	4 Feet	6 Feet
69,000 volts	11 Feet	15 Feet	10 Feet	10 Feet
115,000 volts	13 Feet	15 Feet	10 Feet	10 Feet
138,000 volts	13 Feet	15 Feet	10 Feet	10 Feet
230,000 volts	16 Feet	20 Feet	10 Feet	10 Feet
500,000 volts	25 Feet	25 Feet	16 Feet	16 Feet

**\*When uncertain of the voltage, maintain a distance of 20 feet for voltages up to 350,000 volts and 50 feet for voltages greater than 350,000 volts.**

**\*\*For personnel approaching insulated secondary conductors less than 750 volts, avoid contact (Maintain 10 Feet to bare energized conductors less than 750 volts). For qualified personnel and insulated aerial lift equipment meeting requirements of 29 CFR 1910.333, distances may be reduced to those shown in 29 CFR 1910.333 Table S-5.**

4. All excavators are required to contact the Sunshine State One Call of Florida, phone number 1-800-432-4770 or 811 a minimum of two working days (excluding weekends) in advance of commencement of excavation to ensure facilities are located accurately.
5. Conduct all locations and excavations in accordance with the Florida Statute 556 of the Underground Facilities Damage Prevention & Safety Act and all local city and county ordinances that may apply.
6. When an excavation is to take place within a tolerance zone, an excavator shall use increased caution to protect underground facilities. The protection requires hand digging, pot holing, soft digging, vacuum methods, or similar procedures to identify underground facilities.

A copy of this notification must be provided by you to each contractor and subcontractor on this project, to be shared with their supervision and employees prior to commencing work on this project.

\_\_\_\_\_  
Means by which this notification was provided to customer and/or contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
FPL Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer/Developer/Contractor Representative Signature

\_\_\_\_\_  
Date