

RESOLUTION NO. 23-133

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A LIGHTING AGREEMENT WITH FLORIDA POWER & LIGHT COMPANY FOR INSTALLATION AND MAINTENANCE OF LIGHTING FACILITIES ON PANAMA CITY BEACH PARKWAY BETWEEN MANDY LANE AND NAUTILUS STREET.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that Lighting Agreement between the City and Florida Power & Light, relating to the installation and maintenance of lighting facilities on Panama City Beach Parkway between Mandy Lane and Nautilus Street, for the monthly charge of \$1,038.49, in substantially the form **attached** and presented to the Council today, draft dated February 20, 2023, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 9th day of March, 2023.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

02/06/2023 | 9:24 AM EST

Mr. Brian White
FLORIDA POWER & LIGHT COMPANY (formerly GULF POWER)
One Energy Place
Pensacola, FL 32520


Subject:	Fin. Proj. No.:	217838-3-56-02
	FAP No.:	N/A
	County:	Bay
	Description:	S.R. 30A (PC Beach Parkway) from Mandy Lane to East of Nautilus Street (Highway Lighting Project)
	Contract No.:	ASV28

Dear Mr. White:

The enclosed Reimbursable Roadway Illumination Services Agreement in the amount of \$10,515.45 has been approved by the Department. You may consider this your authorization to proceed with the work under the direction of the Construction Project Manager. Your company is required to contact the Construction Project Manager, Mr. Dale Harris at (850) 544-7544, 48 hours prior to beginning this work.

After completing the installation of the highway lighting, please forward your invoice to this office for further handling with the Department. If we can provide any assistance, please advise.

Sincerely,

DocuSigned by:

 28BF93B9312842C...
 Kathy Ozmore

**ASSISTANT AREA UTILITY MANAGER FOR THE
FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT THREE**

- cc: Jenee Floyd, Tracy Walls & Beckie Crawford (FDOT-Dist. Finance Dept.)
 Jonathan Harris (FDOT-District Utility Administrator)
 Josh Riley, P.E. (FDOT-Operations Engineer)
 Zachary Goodwin, P.E. (FDOT-Construction Engineer)
 Matt King (FDOT-Utility Project Manager)
 Dale Harris (GPI-Construction Project Manager)
 Dean Mitchell, P.E. (HNTB-Project Manager)
 Jennifer Vrynios, P.E. (Gresham Smith-Engineer of Record)
 File 217838-3-56-02

To: KATHY.OZMORE@ATKINSGLOBAL.COM

**FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL**

ASV28

2/1/2023

CONTRACT INFORMATION

Contract:	ASV28
Contract Type:	AK - PROJ PARTICIPATION (PROJ PART)
Method of Procurement:	R - RAILROAD/UTILITIES AGREEMENT
Vendor Name:	FLORIDA POWER & LIGHT
Vendor ID:	F590247775595
Beginning Date of This Agreement:	02/02/2023
Ending Date of This Agreement:	02/01/2027
Contract Total/Budgetary Ceiling:	ct = \$10,515.45
Description:	For installation of highway lighting

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 2/1/2023

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55033020352
Expansion Option:	A6
Object Code:	134000
Amount:	\$10,515.45
Financial Project:	21783835602
Work Activity (FCT):	216
CFDA:	
Fiscal Year:	2023
Budget Entity:	55150200
Category/Category Year:	088716/23
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$10,515.45

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Financial Project ID: 217838-3-56-02	Federal Project ID: N/A
County: Bay	State Road No.: 30A
District Document No:	<i>ASV28</i>
Utility Agency/Owner (UAO): FLORIDA POWER & LIGHT COMPANY (formerly GULF POWER COMPANY)	

02/06/2023 | 9:24 AM EST

THIS AGREEMENT, entered into this _____ day of _____, year of _____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "**FDOT**", and **FLORIDA POWER & LIGHT COMPANY (formerly GULF POWER COMPANY)**, hereinafter referred to as the "**UAO**";

WITNESSETH:

WHEREAS, the **UAO** owns poles located within the road right of way, the road identified as State Road 30A, from Mandy Lane to East of Nautilus Street (the Road), which poles are available for the installation of lighting (said poles being hereinafter referred to as the "Poles"); and

WHEREAS, the **FDOT** desires to have the Road illuminated; and

WHEREAS, the **UAO** is an electric utility as defined in Section 366.02(2), Florida Statutes; and

WHEREAS, the **FDOT** has determined that it is in the best interest of the public to enter into an agreement with **UAO** pursuant to Section 337.11(15), Florida Statutes under which the **UAO** will illuminate the Road;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the **FDOT** and the **UAO** hereby agree as follows:

1. Provision of Illumination Services

- a. The **UAO** shall illuminate the Road in accordance with **FDOT** standards. Subject to the terms and conditions contained herein, illumination services shall continue until such time as **FDOT** notifies the **UAO** to discontinue the illumination services.
- b. The **UAO** shall be responsible for taking any and all actions as may be necessary to illuminate the Road, including, but not necessarily limited to, installation of such facilities and equipment as is necessary to properly illuminate the Road.
- c. Prior to installation of the equipment and facilities to illuminate the Road, the **UAO** shall provide such information (including a proposed work schedule) as is requested by the **FDOT** in order for the **FDOT** to verify that the illumination is acceptable and will be in accordance with **FDOT** standards, and that all work to be performed on **FDOT** right of way will be performed properly in accordance with **FDOT** standards for performance of such work. The **UAO** shall make such changes to the proposed illumination as the **FDOT** requests.
- d. The **UAO** shall notify the appropriate **FDOT** office in writing prior to beginning installation of the equipment and facilities to provide the illumination services and when the **UAO** stops, resumes, or completes the work. The work shall be completed within the time frame as specified in the schedule provided by the **UAO** to the **FDOT** pursuant to subparagraph 1.c. above.

2. Cost of Illumination Services

- a. The **FDOT** agrees to pay the **UAO**, after illumination services have begun, a one-time service charge equal to the incremental costs that the **UAO** incurred for installing the equipment and facilities for providing the illumination of the Road. The incremental costs are estimated to be \$ 10,515.45. The **UAO** shall obtain written approval from the **FDOT** prior to incurring any incremental costs which exceed the estimated amount stated above.
- b. The method to be used in calculating the incremental costs shall be one of the following (check which option

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applies):

- Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the **UAO** and approved by the **FDOT's**. (If this option is selected, the **UAO** shall provide written evidence of such approval).
- An agreed lump sum as supported by a detailed analysis of estimated costs prepared prior to the execution of this Agreement.

3. Invoice Procedures for Cost of Illumination Services

The following terms and conditions apply to the invoice submitted pursuant to this Agreement for payment of the cost of illumination services:

- a. The **UAO** shall submit a final invoice to the **FDOT** for payment of all costs within one hundred and eighty (180) days after illumination services have commenced. The **UAO** waives all right of payment for invoices submitted more than one hundred eighty (180) days after illumination services have commenced.
- c. The totals for labor, overhead, travel expenses, transportation, equipment, materials and supplies, handling costs and all other services shall be shown. Materials shall be itemized where they represent major components. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in relative position with the charge for the replacement or the original charge for temporary use.
- d. All invoices shall be submitted in triplicate and shall show the description and site of the project and the location where the records and accounts invoiced can be audited. Adequate reference shall be made in the invoicing to the **UAO's** records, accounts, and other relevant documents.
- e. All cost records and accounts shall be maintained in the auditable condition for a period of eight hundred twenty (820) days after final payment is received by the **UAO** and shall be subject to audit by a representative of the **FDOT** at any reasonable time during this eight hundred twenty (820) day period.
- f. Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Such detail shall include, but not be limited to, a separation of costs for work performed by **UAO's** employees and work performed by **UAO's** contractor.
- g. Invoices for any travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes. A state agency may establish rates lower than the maximum provided in Section 112.061, Florida Statutes.
- h. Upon receipt of an invoice, the **FDOT** has thirty (30) days to inspect and approve the goods and services. The **FDOT** has twenty (20) days from the latter of the date the invoice is received or the goods or services are received, inspected and approved to deliver a request for payment (voucher) to the Department of Financial Services or to return the invoice to the **UAO**.
- i. If a warrant in payment of an invoice is not issued within forty (40) days from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty, as established pursuant to Section 215.422, Florida Statutes, will be due and payable in addition to the invoice amount, to the **UAO**. Interest penalties of less than one (1) dollar will not be enforced unless the **UAO** requests payment. Invoices which have to be returned to the **UAO** because of **UAO's** preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **FDOT**. In the event of a bona fide dispute, the **FDOT's** voucher shall contain a statement of the dispute and authorize payment only of the undisputed amount.
- j. In accordance with Section 287.0582, Florida Statutes, the State of Florida's performance and obligation to

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pay under this contract is contingent upon an annual appropriation by the legislature.

- k. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Chief Financial Officer's Hotline, 1-800-848-3792.
- l. In accordance with the Florida Statutes, the **FDOT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **FDOT** shall require a statement from the comptroller of the **FDOT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the **FDOT** which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year. For this purpose, the individual work orders shall be considered to be the binding commitment of funds.
- m. **PUBLIC ENTITY CRIME INFORMATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- n. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

4. **Maintenance of Illumination Equipment and Facilities**

The following terms and conditions shall apply to the equipment and facilities used to provide the illumination services after illumination services have begun:

- a. The equipment and facilities shall at all times remain the property of and be properly protected and maintained by the **UAO** in accordance with the then current Utility Accommodation Manual and the current utility permit for the equipment and facilities.
- b. The equipment and facilities shall be maintained pursuant to a separate agreement between a city or county and the **UAO**. In the event that the city or county fails to comply with that separate agreement, the **UAO** may terminate the illumination services, provided, however, that the **UAO** shall first notify the **FDOT** in writing and provide the **FDOT** with a reasonable opportunity to cure the noncompliance prior to terminating the illumination services.
- c. The **UAO** shall not engage in any act or omission which in any way interferes with the continued provision of illumination services, including, without limitation, granting rights to third parties with respect to the equipment and facilities which interferes with the continued provision of illumination services.

5. **Default**

- a. In the event that the **UAO** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following

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options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:

- (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from **FDOT**.
 - (2) Pursue a claim for damages suffered by the **FDOT**.
 - (3) Withhold invoice payments until the breach is cured.
 - (4) Offset any damages suffered by the **FDOT** or the public against payments due under this Agreement. The right to offset shall be limited to actual claim payments made by **FDOT** to third parties.
 - (5) Suspend the issuance of further permits to the **UAO** for the placement of utilities on **FDOT** property if the breach is material and has not been cured within 60 days from written notice thereof from **FDOT** until such time as the breach is cured.
 - (6) Pursue any other remedies legally available.
- b. In the event that the **FDOT** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UAO** may exercise one or more of the following options:
- (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **UAO**.
 - (2) If the breach is a failure to pay an invoice for cost of the illumination services, pursue any statutory remedies that the **UAO** may have for failure to pay invoices.
 - (3) Pursue any other remedies legally available.
- c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties and from any statutory obligations that either party may have with regard to the subject matter hereof.

6. Indemnification

FOR GOVERNMENT-OWNED UTILITIES,

To the extent provided by law, the **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

When the **FDOT** receives a notice of claim for damages that may have been caused by the **UAO** in the performance of services required under this Agreement, the **FDOT** will immediately forward the claim to the **UAO**. The **UAO** and the **FDOT** will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the **FDOT** will determine whether to require the participation of the **UAO** in the defense of the claim or to require the **UAO** to defend the **FDOT** in such claim as described in this section. The **FDOT's** failure to notify the **UAO** of a claim shall not release the **UAO** from any of the requirements of this section. The **FDOT** and the **UAO** will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

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FOR NON-GOVERNMENT-OWNED UTILITIES,

The **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

The **UAO's** obligation to indemnify, defend, and pay for the defense or at the **FDOT's** option, to participate and associate with the **FDOT** in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within fourteen (14) days of receipt by the **UAO** of the **FDOT's** notice of claim for indemnification to the **UAO**. The notice of claim for indemnification shall be served by certified mail. The **UAO's** obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the **UAO's** inability to evaluate liability or because the **UAO** evaluates liability and determines the **UAO** is not liable or determines the **FDOT** is solely negligent. Only a final adjudication or judgment finding the **FDOT** solely negligent shall excuse performance of this provision by the **UAO**. The **UAO** shall pay all costs and fees related to this obligation and its enforcement by the **FDOT**. The **FDOT's** delay in notifying the **UAO** of a claim shall not release **UAO** of the above duty to defend.

7. Force Majeure

Neither the **UAO** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

8. Miscellaneous

- a. The **UAO** shall fully comply with the provisions of Title VI of the Civil Rights Act of 1964 and any subsequent revisions thereto in connection with the illumination services covered by this agreement, and such compliance will be governed by the method checked below:
- The **UAO** will provide all or part of such illumination services by a contractor paid under a contract let by the **UAO**, and the Appendix "A" of Assurances transmitted with the issued work order will be included in said contract let by the **UAO**.
 - The **UAO** will perform all of the illumination services entirely with the **UAO's** forces and Appendix "A" of Assurances is not required.
 - The illumination services involved are agreed to by way of just compensation for the taking of the **UAO's** facilities on right-of-way in which the **UAO** holds a compensable interest, and Appendix "A" of Assurances is not required.
 - The **UAO** will provide all such illumination services entirely by continuing contract, which contract to provide all future illumination services was executed with the **UAO's** contractor prior to August 3, 1965, and Appendix "A" of Assurances is not required.
- b. The **UAO** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **UAO** in conjunction with this Agreement. Specifically, if the **UAO** is acting on behalf of a public agency the **UAO** shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the **UAO**.

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- (2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the **UAO** upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

Failure by the **UAO** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The **UAO** shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the **UAO** and shall promptly provide the Department a copy of the **UAO's** response to each such request.

- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto.
- d. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining provisions hereof.
- e. Time is of the essence in the performance of all obligations under this Agreement.
- f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The **UAO** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to the **UAO**:

Mr. Brian White, Lighting Sales Manager

One Energy Place

Pensacola, FL 32520

If to the **FDOT**

Mr. Jonathan Harris, District Utility Administrator

P.O. Box 607

Chipley, FL 32428

- g. **UAO**:
 - 1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **UAO** during the term of the contract; and
 - 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

9. Certification

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **UAO**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ROADWAY ILLUMINATION SERVICES AGREEMENT

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."

You MUST signify by selecting or checking which of the following applies:

- No changes have been made to this Form Document and no Appendix entitled "Changes to Form Document" is attached.
- No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

UTILITY: FLORIDA POWER & LIGHT COMPANY (formerly GULF POWER COMPANY)

BY: (Signature) *Brian White*
DocuSigned by:
37EB4D683A464ED...
 (Typed Name: **Brian White**)
 (Typed Title: **Lighting Sales Manager**)

DATE: 02/03/2023 | 10:13 AM ES

District Utility Office

BY: (Signature) *[Signature]*
DocuSigned by:
486538A7FF14422...

DATE: 02/03/2023 | 10:19 AM ES

FDOT Legal review

BY: (Signature) *Erin Oliver*
DocuSigned by:
CC336BED08P346D...
District Counsel

DATE: 02/03/2023 | 3:45 PM EST

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: (Signature) *Tim Smith*
DocuSigned by:
00EA910BEA3D404...
 (Typed Name: **Tim Smith, P.E.**)
 (Typed Title: **Director of Transportation Development**)

DATE: 02/06/2023 | 9:24 AM EST

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: (Signature) _____
 (Typed Name: _____)
 (Typed Title: _____)

DATE: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS
 (Appendix A of Assurances)

710-010-08
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Financial Project ID: 217838-3-56-02	Federal Project ID: N/A
County: Bay	State Road No.: 30A
District Document No:	
Utility Agency/Owner (UAO): FLORIDA POWER & LIGHT COMPANY (formerly GULF POWER COMPANY)	

During the performance of this Agreement, the **Utility Agency Owner (UAO)**, for itself, its assignees and successors in interest (**hereinafter referred to as the UAO**), agrees as follows:

(1) **Compliance with Regulations:** The **UAO** will comply with the Regulations of the **FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the DEPARTMENT)** relative to nondiscrimination in Federally-assisted programs of the **DEPARTMENT** (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The **UAO**, with regard to the work performed by it after award and prior to completion of the **UAO** work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors, including procurement of materials or leases of equipment. The **UAO** will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A & B of the Regulations.

(3) **Solicitations:** In all solicitations either by competitive bidding or negotiation made by the **UAO** for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the **UAO** of the **UAO's** obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.

(4) **"Buy America" Requirements:** The **UAO** will use domestic steel and/or iron products incorporated into the finished work in compliance with the Buy America provisions of 23 CFR 635.410 as amended. As used in this provision, "steel and/or iron products" means manufactured products that are predominately steel and/or iron products and that are not otherwise exempt from Buy America requirements pursuant to rules and regulations of the Federal Highway Administration. As used in this provision, "domestic" means products that are manufactured in the United States which have not undergone any manufacturing process outside of the United States that modified the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through final shaping and coating. If a steel and/or iron product is taken outside the United States for any manufacturing process, it becomes foreign source steel and/or iron products. The **UAO** may incorporate into the finished work foreign source steel and/or iron products as long as the actual cost of such foreign products does not exceed 0.1% of the total amount of this Agreement, or \$2,500.00 whichever is greater. The **UAO** will retain documentation verifying compliance with the Buy America provision of this Agreement for a period of 3 years after final payment of the finished work. Upon request, the **UAO** will provide the documentation verifying compliance with the Buy America provision of this Agreement. The **UAO** will provide a certification with the invoice that states the following: "The **UAO** certifies that all manufactured products that are predominately steel and/or iron are domestic products in compliance with the Buy America provisions of 23 CFR 635.410 as amended except for the foreign source steel and/or iron allowance of 0.1% of the total amount of the agreement between the Florida Department of Transportation and the **UAO**, or \$2,500.00 whichever is greater."

(5) **Information and Reports:** The **UAO** will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **DEPARTMENT** or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the **UAO** is in the exclusive possession of another who fails or refuses to furnish this information, the **UAO** shall so certify to the **DEPARTMENT** or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS
(Appendix A of Assurances)

710-010-08
UTILITIES
OGC-04/17

(6) **Sanctions for Noncompliance:** In the event of the **UAO's** noncompliance with the nondiscrimination provisions of paragraphs (1) through (4), the **DEPARTMENT** shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the Agreement until the **UAO** complies; and/or
- (b) cancellation, termination or suspension of the Agreement, in whole or in part.

(7) **Incorporation of Provisions:** The **UAO** will include the provisions of paragraph (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. The **UAO** will take such action with respect to any subcontract, procurement or lease as the **DEPARTMENT** or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the **UAO** becomes involved in, or is threatened with, litigation with a subcontractor, supplier or lessor as a result of such direction, the **UAO** may request the State to enter into such litigation to protect the interests of the State, and, in addition, the **UAO** may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT "A"
SCOPE OF SERVICES

Financial Management Number: 217838-3-56-02

Construction of Highway Illumination Facilities and Equipment

The **UAO** shall be responsible to take any and all actions necessary to construct the Project, which includes installation of facilities and equipment, as defined in the first WHEREAS clause of this Agreement, in order to illuminate the roadway at intersections of SR 30A (PC Beach Parkway) from Mandy Lane to East of Nautilus Street in Bay County.

The estimated total calculated construction cost to FDOT is \$10,515.45 as set forth in the attached WMS (Work Management System) estimate.

The **UAO** (or its contractor) shall notify the **FDOT** in writing upon completion of the work authorized by this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK ESTIMATE

FDOT PROJECT INFORMATION

Financial Project ID: 217838-3-56-02	Federal Project ID: Funded <i>N/A -LO</i>
State Road Number: 30A	County: Bay
FDOT Plans Dated: 12-8-2022	District Document No.:

UTILITY AGENCY/OWNER (UAO)

Utility Company: Florida Power & Light Company	Job No. or Work Order No.: 12008930	
UAO Project Rep: Brian White	Phone: 850-444-6145	E-mail: brian.white@fpl.com
UAO Field Rep:	Phone:	E-mail:

SECTION A: ITEMIZED COST ESTIMATE

Item	Item Cost (\$)	Overhead (%) <small>(Must use "%" or ".") i.e. 10% or .10</small>	Item Cost + Overhead (\$)
Preliminary Engineering			0
Right of Way Acquisition			0
Construction Engineering	\$3,000.00		\$3,000.00
Construction Labor			0
Materials and Supplies	\$3,515.45		\$3,515.45
Transportation & Equipment			0
Contract Construction	\$4,000.00		\$4,000.00
Miscellaneous Expenses			0
Total Cost Estimate =>			\$10,515.45

SECTION B: DEDUCTIONS

Item	Item Value (\$)
Salvage Value	
Betterment	
Extended Service Life	
Total Deductions =>	0

SECTION C: REIMBURSEMENT

Total Cost Estimate from SECTION A =>	\$10,515.45
Total Deductions from SECTION B =>	0
Total Reimbursement* =>	\$10,515.45

*Update the estimated Total Reimbursement for changes in excess of 10%

UTILITY SIGNATURE

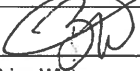
UAO Rep. 	Date <u>1 / 25 / 2023</u>
Name <u>Brian White</u>	
Title <u>Lighting Sales Manager</u>	

EXHIBIT "B"

Financial Management Number: 217838-3-56-02

Plans (Map): Pages 1-9

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

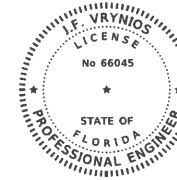
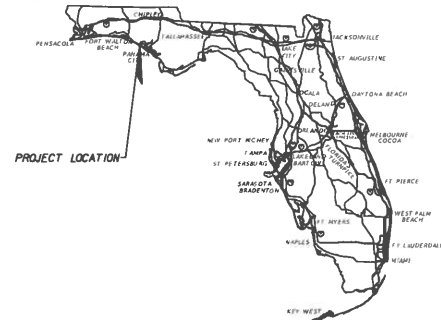
CONTRACT PLANS

FINANCIAL PROJECT ID 217838-3-56-02
(FEDERAL FUNDS)
BAY COUNTY (46160)
STATE ROAD NO. 30A
PC BEACH PKWY FROM MANDY LANE TO EAST OF NAUTILUS ST

LIGHTING PLANS

INDEX OF LIGHTING PLANS

SHEET NO	SHEET DESCRIPTION
L-1	KEY SHEET
L-2	GENERAL NOTES
L-3	POLE DATA AND LEGEND
L-4 - L-9	LIGHTING PLAN



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

**LIGHTING PLANS
ENGINEER OF RECORD:**

J.F. VRYNIOS, P.E.
P.E. LICENSE NUMBER 66045
GRESHAM SMITH
2072 SUMMIT LAKE DRIVE, SUITE 305
TALLAHASSEE, FL 32317
PHONE NO. (850) 354-5029
CONTRACT NO. 091324
VENDOR NO. 62-0794126

FDOT PROJECT MANAGER:

DEAN MITCHELL, P.E., HNTB
(850) 413-9016

CONSTRUCTION CONTRACT NO	FISCAL YEAR	SHEET NO
T3841	23	L-1

THE ORIGINAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61C13-23.004, F.A.C.

GENERAL NOTES:

1. PIER PARK DR (SOUTH LEG) - MAINTAINED BY PIER PARK COMMUNITY DEVELOPMENT DISTRICT (COD) CONTACT MARTIN HORAK AT (850) 236 9974.
2. UTILITY / AGENCY OWNERS

COMPANY	CONTACT	TELEPHONE NUMBERS
AT&T	STEVE HAMER	(813) 898-8300 ext. 201
AT&T FLORIDA	STEVE PERRY	(850) 913-3709
BAY COUNTY TRAFFIC ENGINEERING	WAYNE COHEAU	(850) 784-4071
CITY OF PANAMA CITY BEACH	MARK SHAEFFER	(850) 233-5054 ext. 2321
COMCAST CABLEVISION	ROB ADAMS	(904) 362-4036
FLORIDA POWER AND LIGHT (FPL)	JEREMY COON	(850) 689-4329
TECO PEOPLES GAS	MARK NOBLE	(850) 914-6129
UNITI FIBER	KYLE HILL	(850) 544-1400
WIDE OPEN WEST	KENNETH HOLT	(850) 215-5740
3. LANE CLOSURE RESTRICTIONS: OPEN ROAD LANE CLOSURES ARE PROHIBITED BETWEEN THE HOURS OF 6:00 AM AND 8:00 PM SEVEN (7) DAYS A WEEK. A LANE MAY ONLY BE CLOSED DURING ACTIVE WORK PERIODS. DURING INACTIVE WORK PERIODS, MAINTAIN TWO LANES OF TRAFFIC IN EACH DIRECTION AT ALL TIMES. LANE CLOSURES WILL ALSO BE PROHIBITED DURING SPECIAL SCHOOL EVENTS. THE CONTRACTOR SHALL CONTACT THE LOCAL SCHOOL BOARD ADMINISTRATION OFFICE FOR INFORMATION (1-850-767-4100), DATES AND TIMES OF THESE SPECIAL EVENTS.
4. SPECIAL EVENT DAYS FOR THIS PROJECT INCLUDE:
 - SPRING BREAK
 - GULF COAST CHARITY HORSE SHOW, FRANK BROWN PARK
 - EMERALD COAST CRUIZIN' CAR SHOW
 - THUNDER BEACH
 - GULF COAST TRIATHLON
 - JEEP BEACH JAM
 - USFA WORLD SERIES SOFTBALL
 - PEPSI GULF COAST JAM
 - PIRATES OF THE SEA FESTIVAL
 - IRONMAN FLORIDA
 - CHRISTMAS PARADE
5. FPL WILL PROVIDE THE ELECTRICAL DESIGN FOR THE LIGHTING PROPOSED AT THE SIGNALIZED INTERSECTIONS, AND PROVIDE AND INSTALL ALL REQUIRED LIGHTING EQUIPMENT, INCLUDING BUT NOT LIMITED TO POLES AND LUMINAIRES WIRING, PULLBOXES, AND PROVIDE ELECTRICAL POWER SERVICE FOR ALL POLES AT THE SIGNALIZED INTERSECTIONS. FPL WILL REMOVE THEIR LIGHT POLES

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER PUBLIC RULES 61G05-23.004, F.A.C.

REVISIONS				J.F. VRYNIOS, P.E. P.E. LICENSE NUMBER 66045 GRESHAM SMITH 2013 SUMMIT LAKE DRIVE, SUITE 305 TALLAHASSEE, FL 32317	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			GENERAL NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		L-2
					SR 30A	BAY	217838-3-56-02	393	

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1/22/2022 8:33:22 AM Default

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NEW POLE DATA							
STATION	POLE NO.	SHEET #	ARM LENGTH	LUMINAIRE WATTAGE	MOUNTING HEIGHT	DISTRIBUTION TYPE	POLE SETBACK
1454+22.25	1	L-4	12'	196	35'	IV	13.9' BACK OF CURB RT
1454+24.45	2	L-4	12'	196	35'	IV	20.8' BACK OF CURB LT
1454+60.71	3	L-4	12'	196	35'	IV	9.2' BACK OF CURB RT
1455+58.27	4	L-4	12'	196	35'	IV	22.9' BACK OF CURB RT
1455+59.36	5	L-4	12'	196	35'	IV	8.8' BACK OF CURB LT
1456+10.53	6	L-4	12'	196	35'	IV	15.1' BACK OF CURB LT
1474+66.17	7	L-5	12'	196	35'	IV	9.7' BACK OF CURB RT
1475+35.79	8	L-5	12'	196	35'	IV	18.5' BACK OF CURB LT
1475+47.04	9	L-5	12'	196	35'	IV	15.3' BACK OF CURB LT
1475+78.17	10	L-5	12'	196	35'	IV	6.9' BACK OF CURB LT
1475+83.85	11	L-5	12'	196	35'	IV	13.5' BACK OF CURB RT
1476+91.20	12	L-5	12'	196	35'	IV	9.7' BACK OF CURB LT
1477+12.57	13	L-5	12'	196	35'	IV	8.8' BACK OF CURB LT
1477+31.67	14	L-5	12'	196	35'	IV	10.3' BACK OF CURB RT
1477+59.95	15	L-5	12'	196	35'	IV	18.3' BACK OF CURB RT
1477+70.31	16	L-5	12'	196	35'	IV	11.9' BACK OF CURB LT
1478+48.05	17	L-5	12'	196	35'	IV	10.8' BACK OF CURB LT
1495+97.11	18	L-6	12'	196	35'	IV	14.6' BACK OF CURB RT
1497+80.42	19	L-6	12'	196	35'	IV	14.7' BACK OF CURB LT
1498+29.36	20	L-6	12'	196	35'	IV	14.3' BACK OF CURB LT
1498+33.09	21	L-6	12'	196	35'	IV	15.8' BACK OF CURB RT
1514+57.38	22	L-7	12'	196	35'	IV	17.6' BACK OF CURB LT
1514+86.91	23	L-7	12'	196	35'	IV	17.4' BACK OF CURB RT
1516+14.44	24	L-7	12'	196	35'	IV	19.2' EDGE OF SHOULDER LT
1542+70.73	25	L-8	12'	196	35'	IV	11.3' EDGE OF SHOULDER RT
1542+80.96	26	L-8	12'	196	35'	IV	29.1' EDGE OF SHOULDER LT
1543+83.18	27	L-8	12'	196	35'	IV	14.0' EDGE OF SHOULDER RT
1545+18.66	28	L-8	12'	196	35'	IV	13.6' EDGE OF SHOULDER LT
1545+18.86	29	L-8	12'	196	35'	IV	18.6' EDGE OF SHOULDER RT
1560+81.59	30	L-9	12'	196	35'	IV	18.1' EDGE OF SHOULDER LT
1562+69.64	31	L-9	12'	196	35'	IV	9.5' BACK OF CURB LT
1563+13.97	32	L-9	12'	196	35'	IV	26.7' EDGE OF SHOULDER RT

LUMINAIRE REPLACEMENT DATA				
EXISTING POLE NO.	SHEET #	ROADWAY	LUMINAIRE WATTAGE	DISTRIBUTION TYPE
UNKNOWN	L-6	POWELL ADAMS RD	196	IV

REMOVE LUMINAIRE DATA		
EXISTING POLE NO.	SHEET #	ROADWAY
UNKNOWN	L-4	MANDY LN

REMOVE POLE DATA		
EXISTING POLE NO.	SHEET #	ROADWAY
UNKNOWN	L-4	SR 30A
P395984	L-5	SR 30A
UNKNOWN	L-5	PIER PARK DR
UNKNOWN	L-5	PIER PARK DR
P395988	L-5	SR 30A

LIGHTING DESIGN CRITERIA	
AVERAGE INITIAL INTENSITY (HORIZONTAL)	3.0 (1.5 MIN) F.C.
TARGET AVERAGE INTENSITY (VERTICAL)	1.5 (1.2 MIN) F.C.
UNIFORMITY RATIO AVG / MIN	4:1 OR LESS
MAX. / MIN.	10:1 OR LESS

WIND SPEED - 140 MPH

LEGEND	
SYMBOLS	DESCRIPTION
	PROPOSED 196 WATT LIGHT-EMITTING DIODE LUMINAIRE. COBRAHEAD TO BE ATTACHED TO A PROPOSED CONCRETE POLE DESIGNED FOR MEDIUM TYPE IV DISTRIBUTION. SINGLE 12' ARM WITH 0° TILT. 4000K CCT. AMERICAN ELECTRIC LIGHTING MODEL ATB2_P602_R4_JK. BUG RATING B3 U0 G4 OR EQUAL.
	PROPOSED 196 WATT LIGHT-EMITTING DIODE LUMINAIRE. COBRAHEAD TO BE ATTACHED TO AN EXISTING UTILITY POLE. DESIGNED FOR MEDIUM TYPE IV DISTRIBUTION. SINGLE 12' ARM WITH 0° TILT. 4000K CCT. AMERICAN ELECTRIC LIGHTING MODEL ATB2_P602_R4_JK. BUG RATING B3 U0 G4 OR EQUAL.
	REMOVE AND REPLACE EXISTING LUMINAIRE WITH PROPOSED 196 WATT LIGHT-EMITTING DIODE LUMINAIRE. COBRAHEAD TO BE ATTACHED TO AN EXISTING LUMINAIRE ARM. DESIGNED FOR MEDIUM TYPE IV DISTRIBUTION. AMERICAN ELECTRIC LIGHTING MODEL ATB2_P602_R4_JK. BUG RATING B3 U0 G4 OR EQUAL.
	EXIST. POLE AND LUMINAIRE (TO BE REMOVED)
	EXIST. LUMINAIRE AND ARM (TO BE REMOVED. POLE TO REMAIN)
	EXIST. POLE AND LUMINAIRE (TO REMAIN)
	PROPOSED TRAFFIC SIGNAL POLE
	EXIST. TRAFFIC SIGNAL POLE
	PROPOSED TRAFFIC SIGNAL POLE
	EXIST. TRAFFIC SIGNAL POLE

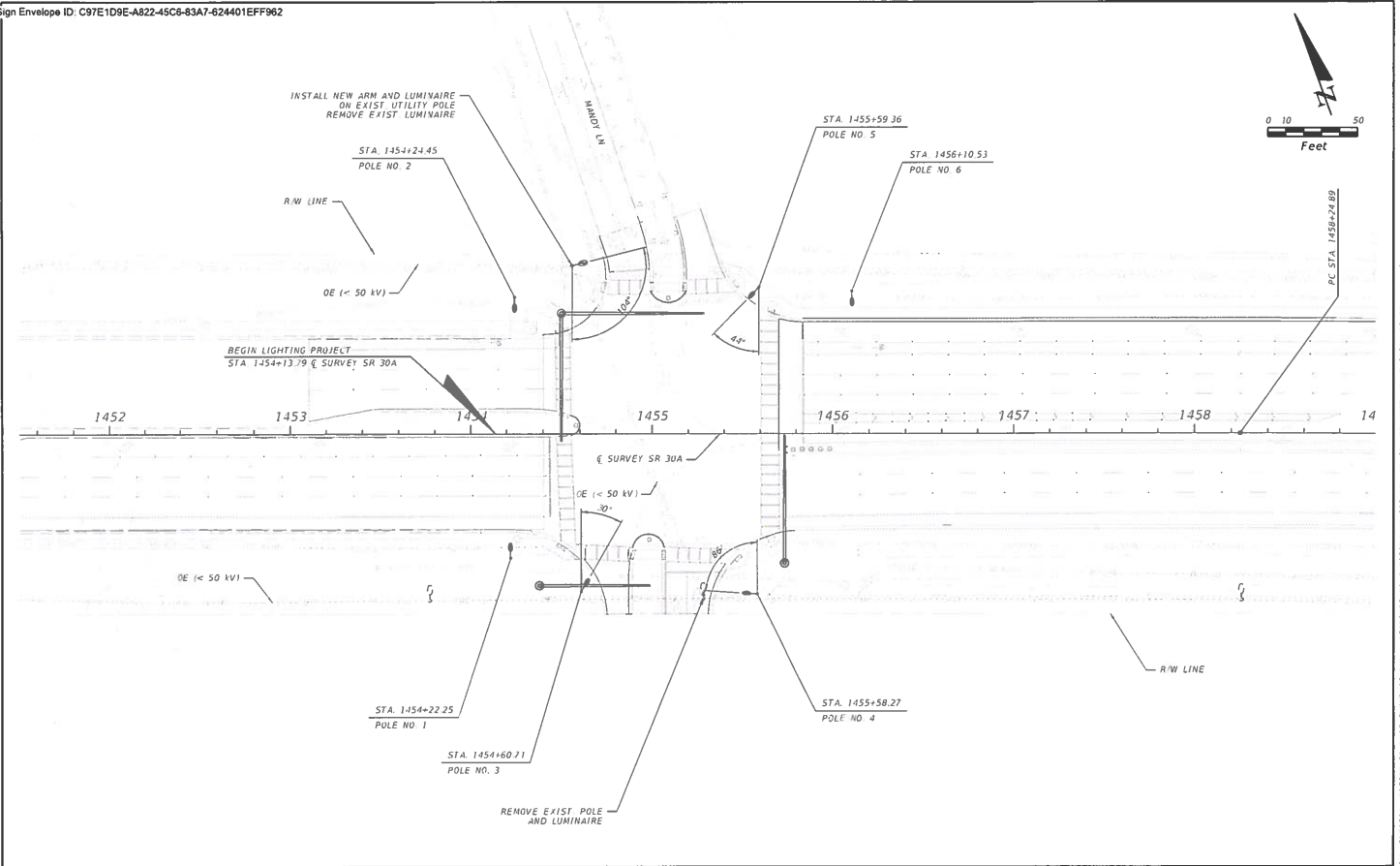
NEW LUMINAIRE ARM AND LUMINAIRE ON EXIST. UTILITY POLE DATA						
EXISTING POLE NO.	SHEET #	ROADWAY	ARM LENGTH	LUMINAIRE WATTAGE	MOUNTING HEIGHT	DISTRIBUTION TYPE
UNKNOWN	L-4	MANDY LN	12'	196	35'	IV
UNKNOWN	L-6	POWELL ADAMS RD	12'	196	35'	IV
UNKNOWN	L-8	N GULF BLVD	12'	196	35'	IV
UNKNOWN	L-8	N GULF BLVD	12'	196	35'	IV
UNKNOWN*	L-8	E GULF BLVD	12'	196	35'	IV
P396297	L-9	NAUTILUS ST	12'	196	35'	IV

*INCLUDES REMOVAL OF EXISTING LUMINAIRE AND LUMINAIRE ARM

REVISIONS				IT VRYNIOS, P.E. P.E. LICENSE NUMBER 66045 GRESHAM SMITH 2073 SUMMIT LAKE DRIVE, SUITE 305 TALLAHASSEE, FL 32317 1/24/2023 8:33:27 AM Default	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. L-3
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					SR 30A	BAY	217838-3-56-02	

POLE DATA AND LEGEND

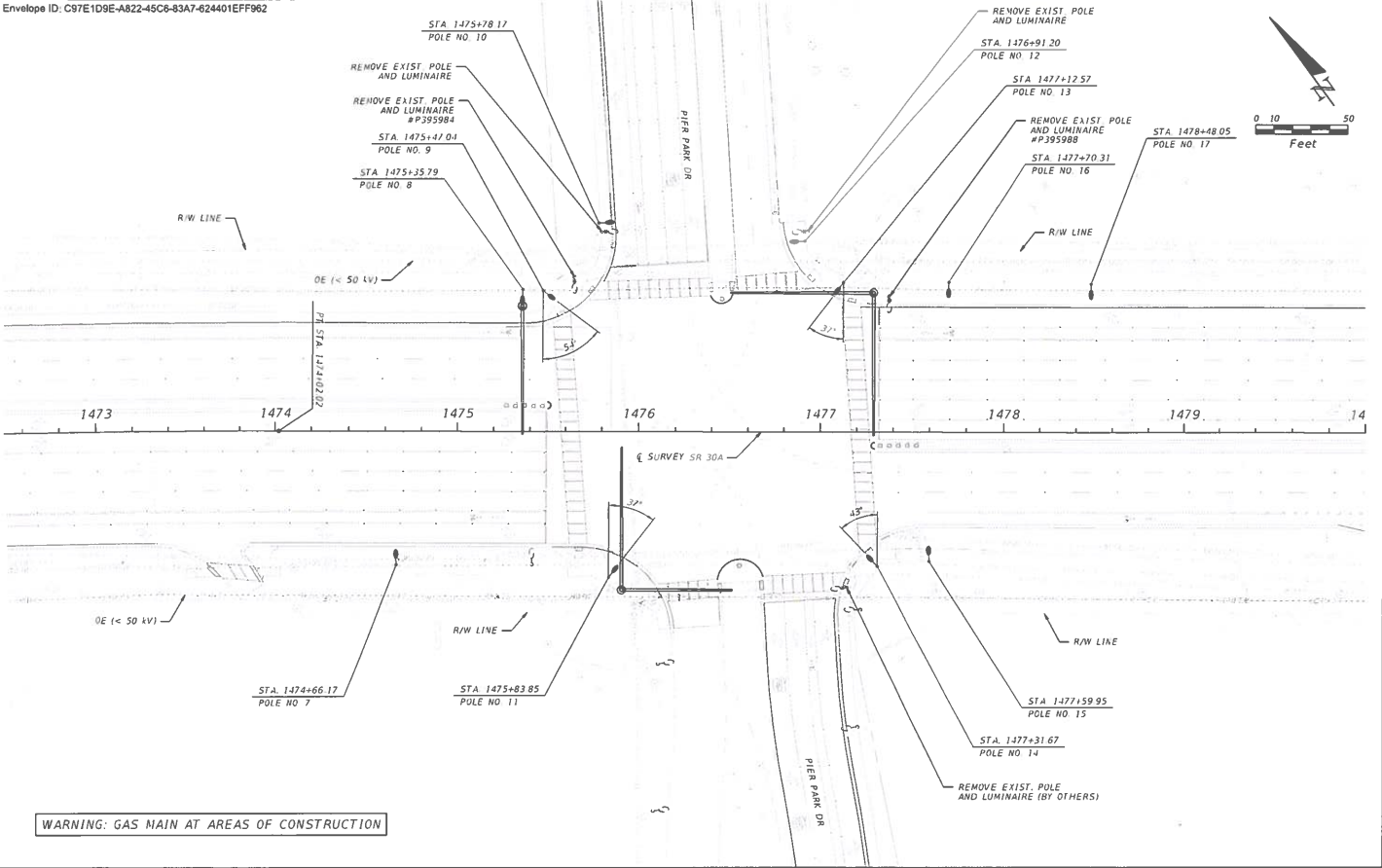
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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

DATE		DESCRIPTION		REVISIONS		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.	
						SR 30A BAY 217838-3-56-02			LIGHTING PLAN L-4	

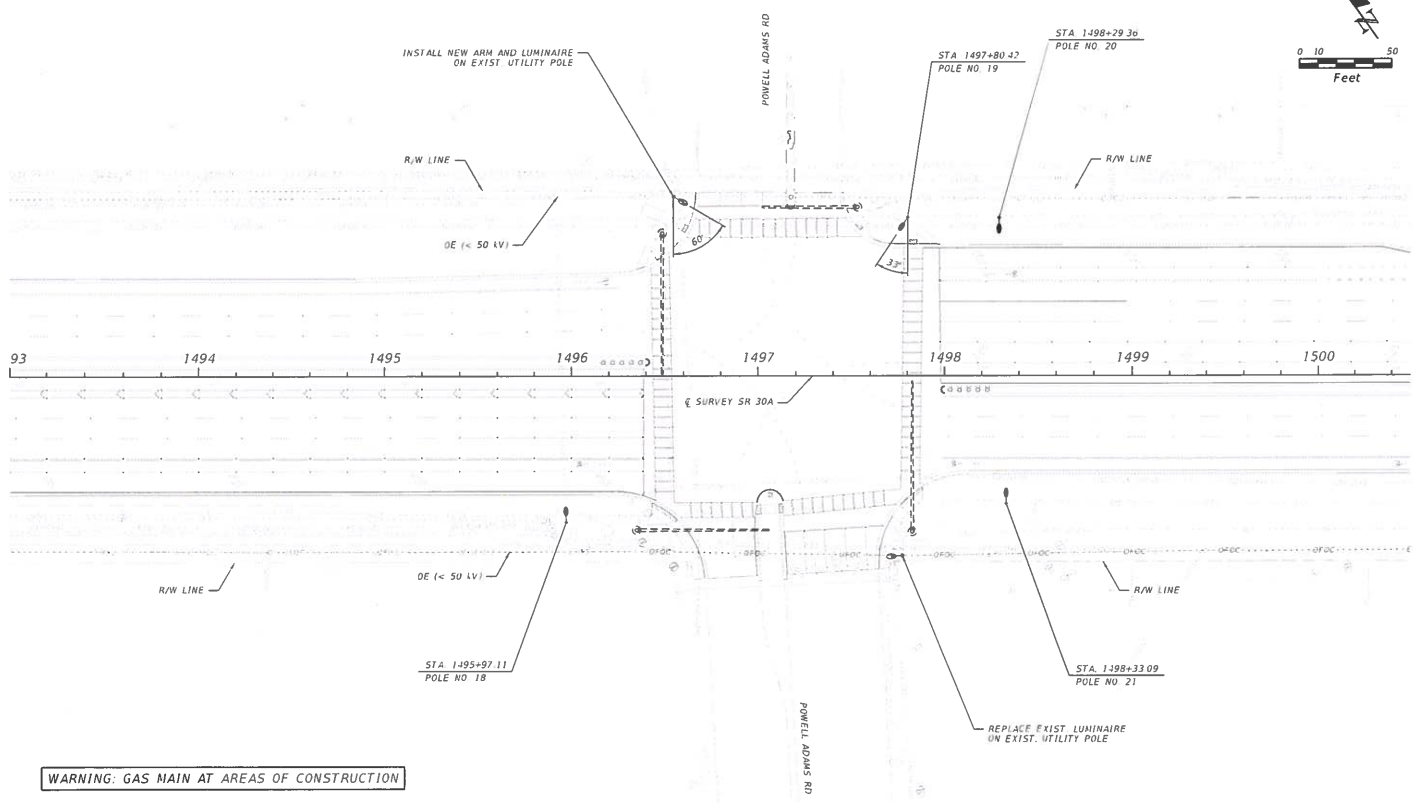
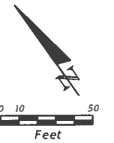
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WARNING: GAS MAIN AT AREAS OF CONSTRUCTION

REVISIONS				IF VRYNIOS, P.E. P.E. LICENSE NUMBER 66045 GRESHAM SMITH 2073 SUMMIT LAKE DRIVE, SUITE 305 TALLAHASSEE, FL 32317 1/27/2023 8:33:26 AM Default	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LIGHTING PLAN	SHEET NO L-5
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO	COUNTY	FINANCIAL PROJECT ID		
					SR 30A	BAY	217838-3-56-02	396	

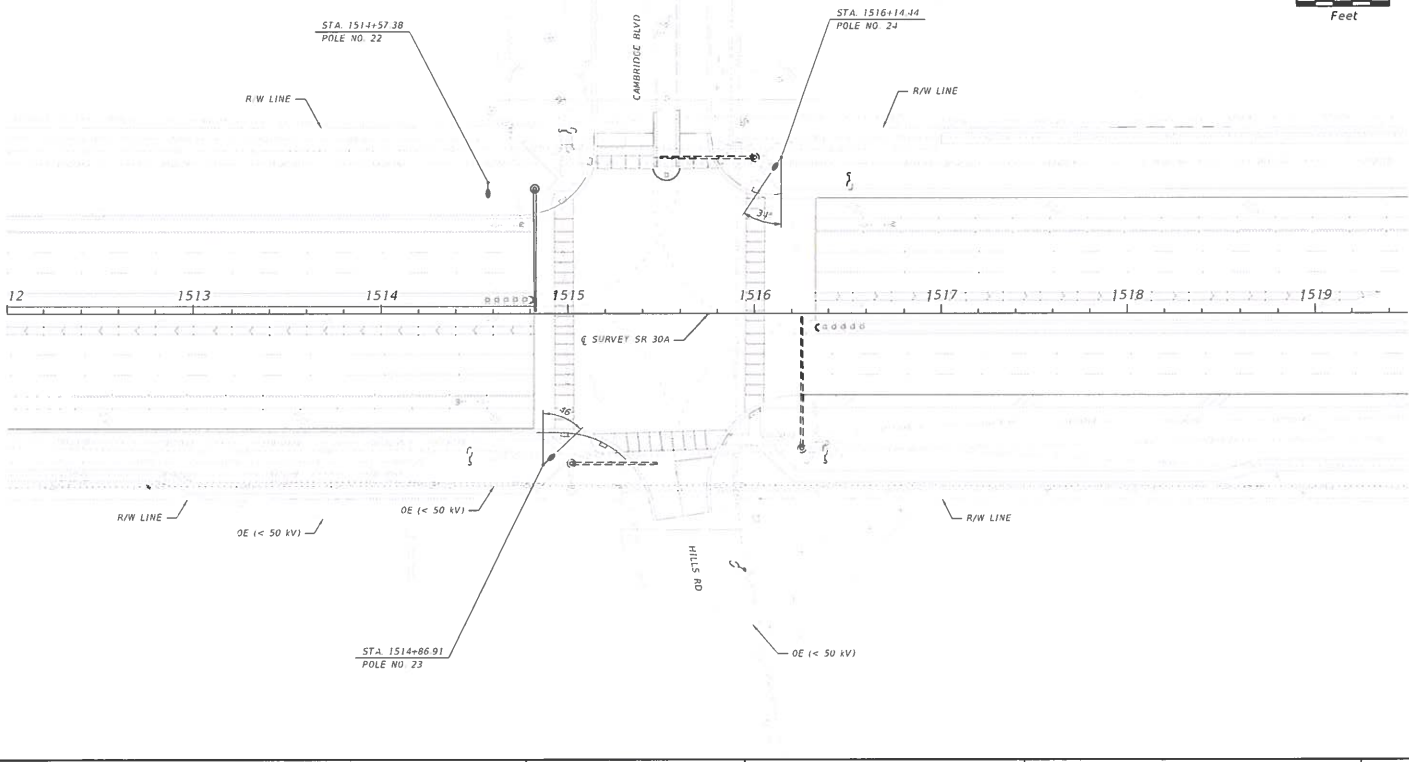
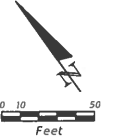
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WARNING: GAS MAIN AT AREAS OF CONSTRUCTION

REVISIONS				J.F. VRYNIOS, P.E. P.E. LICENSE NUMBER 66045 GRESHAM SMITH 2073 SUMMIT LAKE DRIVE, SUITE 305 TALLAHASSEE, FL 32317	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LIGHTING PLAN	SHEET NO. L-6 397
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 30A	BAY	217838-3-56-02		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61E15-13.004, F.A.C.

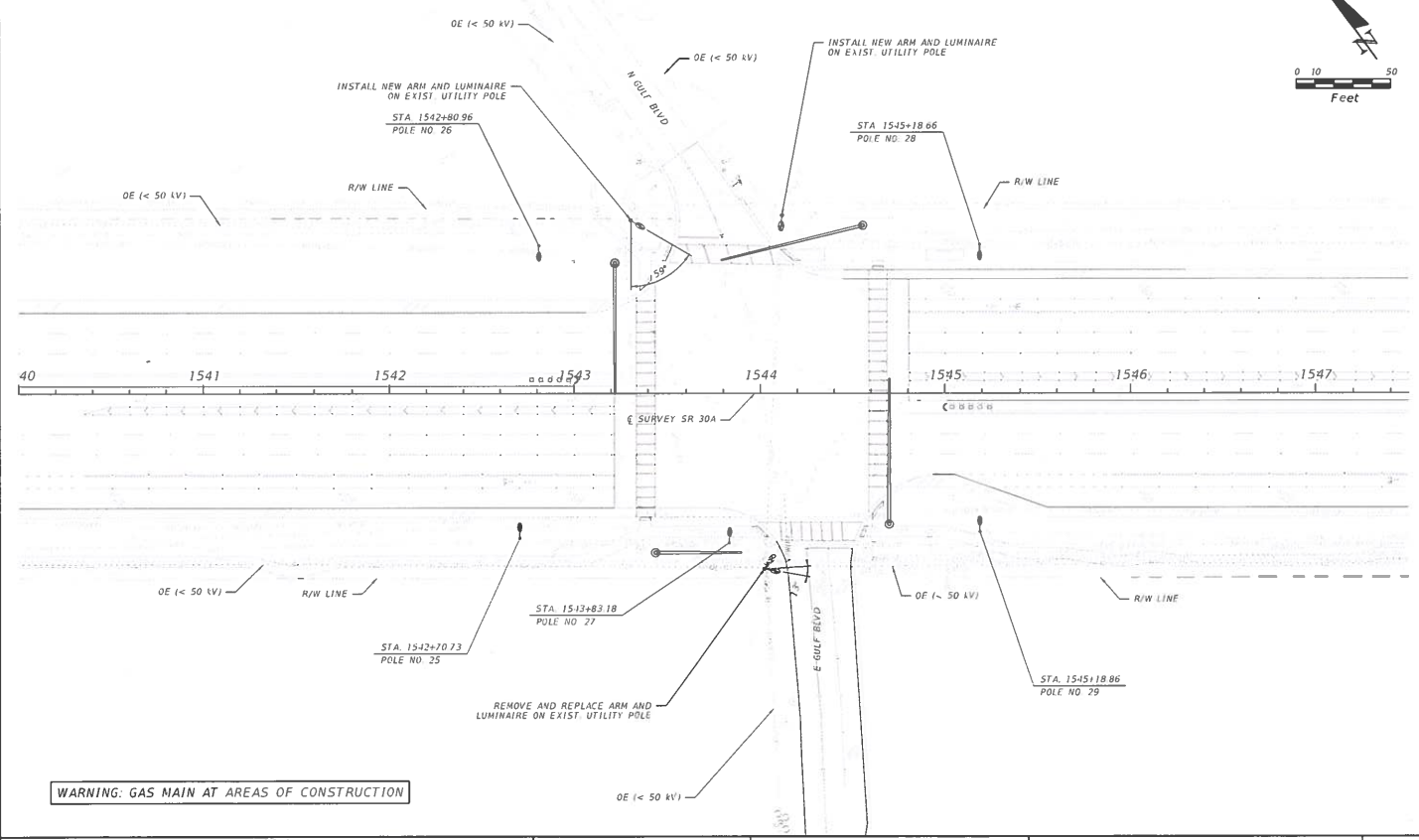
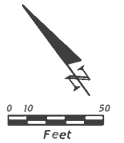


REVISIONS		DATE		DESCRIPTION	

J.F. VRYNIOS, P.E. P.E. LICENSE NUMBER 66045 GRESHAM SMITH 2073 SUMMIT LAKE DRIVE, SUITE 305 TALLAHASSEE, FL 32317			STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID	LIGHTING PLAN		
SR 30A	BAY	217838-3-56-02			

SHEET NO.	398
L-7	

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

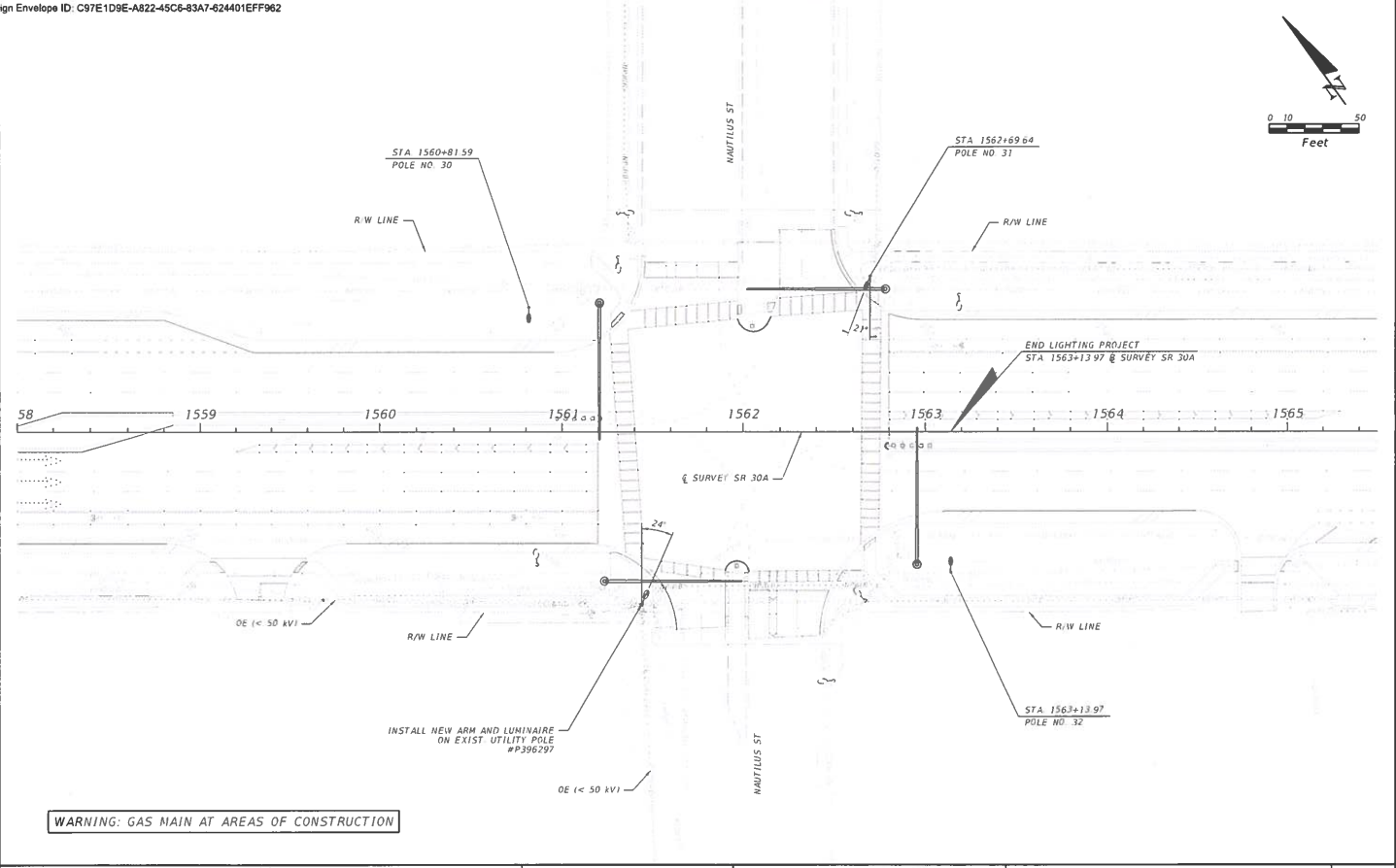


WARNING: GAS MAIN AT AREAS OF CONSTRUCTION

REVISIONS		DATE		DESCRIPTION	

J.F. VRYNIOS, P.E. P.E. LICENSE NUMBER 66045 GRESHAM SMITH 2073 SUMMIT LAKE DRIVE, SUITE 305 TALLAHASSEE, FL 32317 12/17/2023 8:33:29 AM Default		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		LIGHTING PLAN	SHEET NO. L-8
ROAD NO.	COUNTY	FINANCIAL PROJECT ID			
SR 30A	BAY	217838-3-56-02			

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE. DIGITALLY SIGNED AND SEALED UNDER RULE 6105-13.004, F.A.C.



THE OPTICAL RECORD ON THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS		DATE		DESCRIPTION	

J.F. VRYNIOS, P.E. P.E. LICENSE NUMBER 66045 GRESHAM SMITH 2073 SUMMIT LAKE DRIVE, SUITE 305 TALLAHASSEE, FL 32317		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		LIGHTING PLAN		SHEET NO. L-9
ROAD NO.	COUNTY	FINANCIAL PROJECT ID				
SR 30A	BAY	217838-3-56-02				

EXHIBIT "C"
WORK SCHEDULE

Financial Management Number: 217838-3-56-02

The anticipated construction start date is contingent upon FDOT contractor approval to begin work and will take 1 month to complete.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONTRACT STATUS CHANGE/CHECKLIST

COMPTROLLER
01/08

Info Provider: Kathy Ozmore DS
KO
Return to: Jenee Floyd
Mail Station: D-3
Phone # of Info Provider: 850-466-4122

STATE COMPTROLLER USE:
Received date: _____
Approved date: _____
Approved by: _____

CONTRACT NUMBER: ASV28 SITE/DISTRICT: D-3

Total Executed Contract Amount: \$ 10,515.45 / \$ _____
To date *This action*

Status Code (choose one)		<input checked="" type="checkbox"/> 10 = Executed Contract	<input type="checkbox"/> 4X or 6X = Audit Status (Indicate Year) _____
<input type="checkbox"/> 20 = In Claims	<input type="checkbox"/> 99 = Post Design Service	<input type="checkbox"/> 50 = Complete/Terminated Contract	
<input checked="" type="checkbox"/> Original Contract	<input type="checkbox"/> Amendment (Indicate #) _____	<input type="checkbox"/> Renewal	<input type="checkbox"/> Addition (Indicate #) _____
<input type="checkbox"/> Award	<input type="checkbox"/> Supplemental (Indicate #) _____	<input type="checkbox"/> Letter of Authorization (Indicate #) _____	
<input type="checkbox"/> Time Extension	<input type="checkbox"/> Close Contract	<input type="checkbox"/> Other Changes (must include comments)	

LETTING DATE: _____	AWARD DATE: _____
02/06/2023 9:24 AM EST	
DATE OF CONTRACT EXECUTION (Last Signed Date): _____	
If last date signed > contract start date you must submit emergency certification (287.059 F.S. (2) 1) or Certificate of noncompliance (287.059 F.S. (2)) or settlement document (CM4(87-88) or CM11 (91-92)).	
CONTRACT BEGINNING DATE: _____	ENDING DATE: <u>2/1/2027</u>
02/06/2023 9:24 AM EST	
SERVICES BEGINNING DATE: _____	SERVICES ENDING DATE: <u>2/1/2027</u>

VENDOR NAME: Florida Power & Light Company VENDOR NUMBER (FEID/SS): F590247775595
PROJECT NUMBER: 217838-3-56-02 PROJECT NUMBER: _____
PROJECT NUMBER: _____ PROJECT NUMBER: _____
CAN THIS CONTRACT BE RENEWED? YES NO SERVICE TYPE: 72151501
PAGE NUMBER RENEWAL CLAUSE IN CONTRACT: _____

Comments:
For installation of Highway Lighting.

Certification Statement: I certify that the above information is correct and a true reflection of information contained in the above referenced contract.	
Approved by: (Printed or typed) _____	Title: _____
Approval Signature: _____	Approval Date: _____

FPL Account Number: NEW

FPL Work Request Number: 12008930

LIGHTING AGREEMENT

In accordance with the following terms and conditions, City of Panama City Beach (hereinafter called the Customer), requests on this day of 20 Feb., 2023, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) Panama City Beach Pkwy. Mandy to Nautilus Intersects., located in Panama City Beach, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Description ⁽¹⁾	Watts	Lumens	Color Temperature	# Installed	# Removed
ATB2 186W	186	25839	4000	39	
250 HPS ORL -Acct 2107526150					1
250 CIS HPS- Acct 2106395714					2
ATB2 270 -Acct 2108697018					3
400W HPS Cobra - Acct 2108333937					1
8800 HPS Cobra -Acct 2108333937					1

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at www.fpl.com/led

(Continued on Sheet No. 9.141)

(Continued from Sheet No. 9.140)

Pole Description	# Installed	# Removed
Standard Concrete 45'	32	
40' Alum Poles (OS I/II)		3
30' Concrete Poles (OS I/II)		2

(b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.

(c) Modification to existing facilities other than described above or additional notes (explain fully): FDOT will pay all CIAC costs for this project

(Continue on Sheet No. 9.142)

(Continue from Sheet No. 9.141)

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

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$ 157.06 _____. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$ 0.00 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities;
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

(Continue on Sheet No. 9.143)

(Continue on Sheet No. 9.142)

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL lighting facilities. Payment shall be made by the Customer in advance of any relocation.
Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.
14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. **This Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
21. The lighting facilities shall remain the property of FPL in perpetuity.
22. 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 FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

(Continue on Sheet No. 9.144)

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.
Changes and Terms Accepted:

Customer (Print or type name of Organization)

By: _____
Signature (Authorized Representative)

(Print or type name)

Title: _____

FLORIDA POWER & LIGHT COMPANY

By: **Brian White** Digitally signed by Brian White
Date: 2023.02.20 10:40:06 -06'00'

(Signature)

Brian White

(Print or type name)

Title: **Sales Manager**
