

RESOLUTION NO. 24-167

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH FLORIDA POWER & LIGHT COMPANY FOR THE UNDERGROUNDING OF OVERHEAD ELECTRIC DISTRIBUTION FACILITIES LOCATED IN FRONT BEACH ROAD SEGMENT 4.2 IN THE TOTAL AMOUNT OF \$1,083,935.00.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Underground Facilities Conversion Agreement between the City and Florida Power & Light Company, relating to the conversion of overhead electric distribution facilities to underground facilities located in Front Beach Road Segment 4.2, in the total amount of One Million Eighty-Three Thousand Nine Hundred Thirty-Five Dollars and No Cents (\$1,083,935.00), in substantially the form **attached** as Exhibit A and presented to the Council today, 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, APPROVED AND ADOPTED in special session this 8th day of August, 2024.

CITY OF PANAMA CITY BEACH

By: 
Stuart Tettemer, Mayor

ATTEST:


Lynne Fasone, City Clerk



July 5, 2024

Drew R. Whitman
City Manager
City of Panama City Beach
17007 Panama City Beach Parkway
Panama City Beach, Fl. 32413

**Re: City of Panama City Beach
Electric Facilities Conversion – Binding Cost Estimate
Panama City Beach - Section 4.2
WR # 11693154**

Dear Mr. Whitman :

FPL welcomes the opportunity to assist you in determining if underground service is right for your area. As per your request, we have completed the binding cost estimate for the project designated as the City of Panama Beach Section 4.2. The binding cost estimate amount, known as the Contribution In Aid of Construction (C.I.A.C.), required for converting the area to underground is \$1,083,935. The underground drawings for the project are being finalized and a full set will be sent to you once they are complete. In addition, the cost estimate includes a more than \$1,206,136 adjustment credit for both FPL's ASRC (Avoided Storm Restoration Cost) waiver and as required in the CIAC formula, tariff Section 12.1, credit for an equivalent overhead system designed at the current hardened (i.e. extreme wind) standard. Further the cost assumes the following:

- Customer Performs Some Work.
- All work will be performed during the daylight hours, Monday through Friday, 8 A.M. to 5 P.M.. Any after hours work, e.g. disconnect/reconnect service appointments or requiring construction at night, would be an additional expense for the Town.

This binding cost estimate is valid for 180 days and a response must be received within that timeframe. Should you agree to move forward with the project, please sign and return the enclosed documents. Once we receive the acceptance package (e.g. partially executed documents and C.I.A.C. payment), we will commence the construction process (i.e. initiate bid requests and material purchasing). Any deposits that you have already paid will be applied towards the C.I.A.C. and you must pay the remaining difference of \$1,073,566 before we begin construction. Failure to execute the applicable Agreement and pay the C.I.A.C. specified in the Agreement within the 180-day time limit, or termination of the Agreement, shall result in the expiration of the binding cost estimate. However, if you

choose to cancel your request or not respond in time, your engineering deposit will not be returned and the estimate will be withdrawn.

This estimate only includes the charges to be paid to FPL. There are additional costs which are the customer's responsibility and should also be considered. These potential costs include:

- Site restoration (sod, landscaping, pavement, sidewalks, etc).
- Rearrangement of customer electric service entrances (requires electrician) from overhead to underground. Also, additional customer expense if local inspecting authorities require customer wiring to be brought up to current codes.
- Removal and burial of other utilities (e.g. telecom, CATV, etc.).
- Any project scope changes that modify the enclosed drawings.
- Acquiring, describing, securing and recording of easements for underground facilities.

We look forward to working with you and your staff as this project progresses. If you have any questions, please contact me at 941-331-4002.

Sincerely,



Hau Tran
Manager – OH /UG Conversions
Power Delivery
FPL

Attachments

FLORIDA POWER & LIGHT COMPANY

UNDERGROUND FACILITIES CONVERSION AGREEMENT

This Agreement, is made and entered into this 8th day of August, 2024, by and between The City of Panama City Beach (“Applicant”), with an address of 17007 Panama City Beach Parkway Panama City Beach, Fl. 32413 and FLORIDA POWER & LIGHT COMPANY (“FPL”), a Florida corporation with an address of 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WHEREAS, the Applicant has requested that FPL convert certain overhead electric distribution facilities located within the following boundaries (the “Conversion”):

Panama City Beach 4.2 - Hills Rd to Crane St

NOW THEREFORE, in consideration of the foregoing premises and the covenants and agreements set forth herein, and other consideration the sufficiency of which is hereby acknowledged, the parties intending to be legally bound, hereby covenant and agree as follows:

1. **Avoided Storm Restoration Cost (“ASRC”) Eligibility Criteria.** The Applicant represents and warrants that it meets, and is capable and willing to enforce, the applicable eligibility criteria for the Conversion.
2. **Contribution-in-Aid-of-Construction (CIAC).** The Applicant shall pay FPL a CIAC as required by FPL’s Electric Tariff and Section 25-6.115 of the Florida Administrative Code.

i. CIAC (excluding ASRC)	\$ <u>1,533,673</u>
ii. ASRC	\$ <u>-155,761</u>
iii. Operational Cost Differential	\$ <u>-293,977</u>
iv. CIAC Due	\$ <u>1,083,935</u>

In the event the actual cost of the Conversion (excluding ASRC) exceeds the estimate, the CIAC (excluding ASRC) shall be adjusted by the lesser of (a) the difference between the actual cost of the Conversion and the estimate, or (b) 10% of the CIAC (excluding ASRC) identified above. The ASRC shall also be adjusted accordingly and the Applicant shall pay FPL the resulting difference in the amount of the CIAC Due.

3. **Applicant-Installed Facilities.** The Applicant may, upon entering into an applicant-installed facilities agreement satisfactory to FPL, construct and install all or a portion of the Underground Facilities. Such work must meet FPL’s construction standards and FPL will own and maintain the completed facilities. The Applicant agrees to rectify any deficiencies, found by FPL, prior to the connection of any customers to the Underground Facilities and the removal of the Existing Overhead Facilities.
4. **Compliance with Tariff.** The Applicant agrees to comply with and abide by the requirements, terms, and conditions of FPL’s Electric Tariff.

FLORIDA POWER & LIGHT COMPANY

5. **Timing of Conversion.** Upon compliance by the Applicant with the requirements, terms, and conditions of FPL's Electric Tariff, this Agreement and any other applicable agreements, FPL will proceed in a timely manner with the Conversion in accordance with the construction drawings and specifications set forth in Attachment A hereof.
6. **Relocation.** In the event that the Underground Facilities are part of, or are for the purposes of, relocation, then this Agreement shall be an addendum to the relocation agreement between FPL and the Applicant. In the event of any conflict between the relocation agreement and this Agreement or the Electric Tariff, this Agreement and the Electric Tariff shall control.
7. **Term.** This Agreement shall remain in effect for as long as FPL or any successor or assign owns or operates the Underground Facilities.
8. **ASRC Repayment.** If the Applicant does not satisfy the relevant eligibility criteria, the Applicant shall repay the ASRC within 30 days of written notice from FPL of such failure. Additionally, if at any point within 30 years of completion of the Underground Facilities installation, the Applicant elects to have electric service within the Conversion Area supplied by a provider other than FPL, the Applicant shall repay FPL a pro-rata share of the ASRC. The pro-rata share (which shall reflect partial years) shall be determined as follows:

$$\text{ASRC} * [(30 - \text{years since the Underground Facilities completion date}) / 30]$$

Non-governmental-Applicants shall provide, at the time of execution of this Agreement, either a surety bond or irrevocable bank letter of credit (the "Security Instrument") in a form acceptable to FPL evidencing ability to repay the ASRC. This Security Instrument shall remain in effect until such time as all customers within the Conversion Area are converted. The Applicant may provide either an amended or replacement Security Instrument in a form acceptable to FPL at any time to reflect the pro-rata adjustments to the ASRC amount. If, upon notice of cancellation or prior to expiration of the Security Instrument, a replacement Security Instrument in a form acceptable to FPL is not provided by the Applicant to FPL, FPL will require the third party issuing the Security Instrument to pay the full balance due in accordance with this Agreement in cash.

9. **Termination Prior to the Conversion Completion.** Failure by the Applicant to comply with any of the requirements, terms, or conditions of this Agreement or FPL's Electric Tariff shall result in termination of this Agreement. The Applicant may terminate this Agreement at any time prior to the start of the Conversion and the CIAC paid by the Applicant will be refunded to the Applicant; provided however, that the refund of the CIAC shall be offset by any costs incurred by FPL in performing under the Agreement up to the date of termination.
10. **Assignment.** The Applicant shall not assign this Agreement without the written consent of FPL.
11. **Adoption and Recording.** This Agreement shall be adopted by the Applicant and maintained in the official records of the Applicant for the duration of the term of this Agreement. This Agreement also shall be recorded in the Official Records of the County in which the Underground Facilities are located, in the place and in the manner in which deeds are typically recorded.
12. **Conflict between Terms of Franchise Agreement.** In the event of a conflict between the terms of this Agreement and any permit or franchise agreement entered into by Applicant and FPL, the terms of this Agreement shall control.

FLORIDA POWER & LIGHT COMPANY

- 13. Applicability.** This subpart applies to requests for underground facilities addressing the conversion of existing overhead facilities. In order for the Company to take action pursuant to a request for conversion:
- a. the conversion area must be at least two contiguous city blocks or 1,000 feet in length;
 - b. all electric services to the real property on both sides of the existing overhead primarily lines must be part of the conversion;
 - c. all other existing overhead utility facilities (e.g. telephone, CATV, etc.) must also be converted to underground facilities.

IN WITNESS WHEREOF, FPL and the Applicant have executed this Agreement on the date first set forth above.

CITY OF PANAMA CITY BEACH

FPL

Signed 

Signed _____

Name Drew Whitman

Name _____

Title City Manager

Title _____

Attest:
Signed 

Name Lynne Fasone

Title City Clerk

Approved as to Terms and Conditions (if required by Applicant)

Signed _____

Name _____

Title _____

Approved as to Form and Legal Sufficiency (if required by Applicant)

Signed 

Name J. Cole Davis

Title City Attorney

Overhead to Underground Conversion - Customer Cost Sheet

OH/UG CONV Panama City Beach - Section 4.2

Date Estimate Provided to Customer: 07/04/2024

Customer Performs Partial UG Work - Conduit and Concrete Installation

1) \$	1,920,080	The estimated cost to install the requested underground facilities
2) \$	293,741	The estimated cost to remove the existing overhead facilities and the installation of required overhead facilities to serve the new underground system.
3) \$	76,250	The net book value of the existing overhead facilities
4) \$	(756,398)	The estimated cost that would be incurred to install new overhead facilities, in lieu of underground, to replace the existing overhead facilities (the "Hypothetical Overhead Facilities")
5) \$	-	The estimated salvage value of the existing overhead facilities to be removed
6) \$	(293,977)	The 30-year net present value of the estimated non-storm underground vs overhead operational costs differential
7) \$	(155,761)	The 30-year net present value of the estimated average Avoided Storm Restoration Costs ("ASRC")

Total CIAC \$ 1,083,935 Contribution-In-Aid-of Construction

Engineering Dep \$ 10,369 Less the Engineering Deposit previously collected for this project.

Net Due to FPL \$ 1,073,566

Cost Breakdowns for Customer Contributions

	Total	Labor/Vehicle	Material	Direct Engineering, Supervision, and Support
New UG Install (+)	\$ 1,920,080	\$ 199,622	\$ 1,508,972	\$ 211,486
Credit for equivalent OH (-)	\$ (756,398)	\$ (142,089)	\$ (545,589)	\$ (68,720)
OH Removal Cost & Make Ready (+)	\$ 293,741	\$ 105,189	\$ 158,037	\$ 30,515
Total	\$ 1,457,423	\$ 162,722	\$ 1,121,420	\$ 173,281
Net Book Value (+)	\$ 76,250			
Operational Costs Differential	\$ (293,977)	1.43 miles		\$205,862 per mile
Avoided Storm Rest Costs	\$ (155,761)			\$109,074 per mile
Salvage Value (-)	\$ -			
Total CIAC	\$ 1,083,935			
Engineering Deposit (-)	\$ 10,369	Engineering deposit previously collected		
Net Due FPL	\$ 1,073,566			

Major Material Breakdown

	Quantity	Item
Install	52,723	Primary UG Cable (feet)
	12	UG Switch Cabinet (0 Vista Sw's)
	20	UG Transformer (each)
	6	Splice box for UG feeder (each)
Remove	21,300	OH Primary Conductor (feet)
	74	Poles (each)
	29	OH Transformer (each)
	1,660	Primary UG Cable (feet)

**APPLICANT-INSTALLED FACILITIES AGREEMENT FOR UNDERGROUND
CONVERSIONS (WR # 11693154)**

This Agreement, made and entered into this _____ day of _____, 20_____, by and between the City of Panama City Beach (the “Applicant”), a Florida municipal corporation with an address of 17007 Panama City Beach Parkway Panama City Beach, Fl. 32413 and FLORIDA POWER & LIGHT COMPANY (“FPL”), a Florida corporation organized under the laws of the State of Florida, with an address of P.O. Box 14000, 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WITNESSETH:

WHEREAS, the Applicant has executed the appropriate underground facilities conversion agreement (“Conversion Agreement”) with FPL to convert certain overhead electric distribution facilities (collectively the “Existing Overhead Facilities”) to underground distribution facilities (collectively the “Underground Facilities”), as described in the aforementioned Conversion Agreement (hereinafter the “Conversion”);

WHEREAS, the Applicant desires to perform itself, or through its Contractors, certain Work as such term is described in Exhibit A associated with the Conversion;

WHEREAS, FPL is willing, subject to all the terms and conditions set forth below in this Agreement, to allow the Applicant to perform the Work based on Applicant’s assurance that such Work will be in accordance with FPL’s designs, instructions, standards and specifications, and such Work will not adversely impact FPL or its electric customers;

NOW, THEREFORE, in recognition of the foregoing premises, and in consideration of the covenants and promises set forth herein below, FPL and Applicant do hereby agree as follows:

1. **Compliance with Tariff.** Applicant shall comply with and abide by the requirements, terms, and conditions of this Agreement, the Conversion Agreement, and FPL’s electric tariff (the “Tariff”).
2. **Conditions for Work to be Performed.** Applicant shall, at its own cost and expense, perform or cause to be performed, all Work, as described in Exhibit A, in accordance with the terms and conditions of this Agreement and the standards and specifications shown in Exhibit B. The Applicant shall provide all survey and staking to ensure that all Underground Facilities are installed as shown in the Conversion Agreement and provide As-Built prints to FPL within two (2) weeks of installation, signed and certified by a Florida registered surveyor along with a FPL “Redline” document.
3. **Commencement of Work.** Applicant shall perform the Work, or any portion of the Work, only upon receipt of a notice to proceed containing the approved drawings, specifications and instructions from FPL (“Notice to Proceed”). After receipt of the Notice to Proceed, Applicant shall provide written notice of intent to commence work to FPL at least five (5) days prior to commencement of such Work. Applicant shall not perform any excavation

work without first notifying Sunshine State One Call for identification and marking of existing underground utilities and complying with the excavation requirements set forth in Florida Statute Chapter 556.

4. **Materials.** All Materials are to be supplied by FPL and shall be picked up by Applicant at the following address _____ at a mutually agreed upon time, typically with 5 business days minimum notice, but no more than 15 business days notice, unless mutually agreed upon. Alternatively, FPL will, at Applicant's expense, have the material delivered to a mutually agreed upon location. Applicant assumes liability for any materials lost, stolen or damaged once these materials are picked up by, or delivered to, the Applicant.

5. **Contractors.** Applicant may enter into a contract with a contractor for the performance of the Work, or any portion thereof, provided that the contractor has been approved by FPL in writing prior to execution of such contract. Applicant shall not make any substitution of any contractor for the performance of Work unless the substitution is approved by FPL in writing. The Applicant's contractor(s) shall perform ALL work as outlined within Exhibit A & Exhibit B. No contract or purchase order between Applicant and its contractor(s) shall bind or purport to bind FPL, but each contractor entering into a contract with Applicant with respect to the Work shall name FPL as an intended third-party beneficiary and include a provision permitting its assignment to FPL upon FPL's written request, following default by Applicant or termination or expiration of this Agreement. Applicant shall provide FPL with written certification from each of its contractors performing Work that all warranties, guarantees and obligations of such contractors are equivalent or better than those granted by such contractor to FPL for similar work and shall require that each such contractor name FPL as an intended third party beneficiary of such warranties, guarantees and obligations with the same rights of enforcement as Applicant. Applicant shall assign all representations, warranties, guaranties, and obligations of all contractors at the request and direction of FPL, and without recourse to Applicant, to FPL upon default by Applicant or termination or expiration of this Agreement; provided, however, that, notwithstanding such assignment, Applicant shall be entitled to enforce each such representation, warranty, guaranty, and obligation so long as Applicant has any liability under this Agreement. Applicant hereby assigns to FPL, effective as of the termination or expiration of this Agreement, all representations, warranties, guaranties and obligations of all Contractors.

6. **Right of Entry.** FPL reserves the right, together with its agents or designees to enter the Jobsite as it may elect for the purpose of inspecting the Work, or constructing or installing such collateral work as it may desire, or testing, boring or surveying, or any other purpose.

7. **Inspection and Correction of Deficiencies.**
 - 7.1. All Work shall be properly inspected and tested, if appropriate, by Applicant and shall at all times be subject to additional inspection by FPL and its designee(s).

- 7.2. Neither the failure to make such inspection, nor the failure to discover defective workmanship, materials, or equipment, nor approval of or payment to Applicant for such Work shall prejudice the rights of FPL thereafter to correct or reject the same.
- 7.3. Applicant shall correct any deficiencies found with the Work, including but not limited to discrepancies that are inconsistent with FPL's design, instructions, standards or specifications within two (2) business days. If Applicant does not adequately rectify the identified deficiencies in the required timeframe, FPL may, at its sole discretion, perform, or have performed by its contractor the required repairs and Applicant shall pay FPL for any costs incurred. These requirements apply whether the discovery of deficiencies occurs while Applicant is performing its Work or while FPL, or its contractor, is performing its portion of the work.
- 7.4. If any Work or part thereof is covered over contrary to the requirements of this Agreement or the written request of FPL, it must, if required by FPL, be uncovered for observation and inspection and covered again at Applicant's sole expense.
- 7.5. If any Work that FPL has not specifically requested to observe and inspect prior to being covered has been covered, FPL may request to see such Work or part thereof and it shall be uncovered by Applicant. If such Work or part thereof is found to be in accordance with this Agreement, the cost of uncovering and covering again shall be paid by FPL. If such Work or part thereof fails to meet the requirements of this Agreement, Applicant shall pay all costs of uncovering, correcting, and covering again.
- 7.6. Applicant shall pay FPL for all time spent reviewing and inspecting Applicant's Work.
- 7.7. No electric customers shall be connected to the Underground Facilities prior to all deficiencies being rectified.

8. Indemnity / Liability of Applicant.

- 8.1. Subject to the provisions and limitations of Florida law, Applicant shall protect, defend, indemnify and hold FPL free and unharmed from and against any liabilities whatsoever resulting from or in connection with this Agreement, the Conversion or in connection with the performance of the Work by the Applicant, its employees, agents, Contractors or Contractors' employees. The Applicant's indemnity obligations to FPL shall not apply to any claims or liabilities that are caused by the sole negligence of FPL.
- 8.2. Applicant shall assume full responsibility for all damages and all restoration arising in connection with the Work.

9. **Design Work.** FPL shall provide all design, instruction, standards and specifications necessary to perform the Conversion.
10. **Completion of Work and Ownership.** Applicant shall complete the Work by _____, 20_____ and notify FPL when said Work is complete. Upon FPL's final written approval of the completion of the Work ("Acceptance"), Applicant acknowledges that all rights, title and interest, free and clear of all liens, in and to the Work shall vest in FPL. If requested by FPL, Applicant shall provide FPL, in a form acceptable to FPL, an affidavit of Applicant certifying payment of all indebtedness to all Contractors and a written release of liens from Applicant and each Contractor.
11. **No Liability by FPL.** FPL assumes no liability due to any damage, misunderstanding of installation drawings or specifications, or any actions due to Applicant or its Contractor.
12. **Suspension for Cause:**
- 12.1. FPL may at its sole discretion, by Notice, temporarily suspend the Work, or any portion thereof, under this Agreement when the performance by Applicant or its contractor is unsatisfactory by FPL to obtain the results required by this Agreement.
- 12.2. The methods by which Applicant performs its Work are entirely the responsibility of Applicant. FPL's right to suspend Work is intended solely to verify that the Work being performed by Applicant and its Contractor conforms to the design, instruction, standards and specifications and shall not obligate FPL to review the efficiency, adequacy or safety of Applicant's or its Contractors methods or means of operation or construction.
- 12.3. Any additional costs incurred by Applicant resulting from such suspension shall be borne solely by Applicant.
- 12.4. If Applicant immediately corrects the unsatisfactory condition FPL shall authorize resumption of the Work. Applicant's failure to immediately effect correction of the unsatisfactory conditions shall be cause for termination of this Agreement.
13. **Termination for Cause:**
- 13.1. FPL may, upon Notice to Applicant, and without prejudice to any remedy available to FPL under law, in equity or under this Agreement, terminate the whole or any part of this Agreement for cause and take possession of the Work without termination charge, penalty or obligation in the event Applicant fails to perform a material obligation under this Agreement and fails to cure such material obligation default within a reasonable period of time, but in no event more than ten (10) business days, after Notice from FPL specifying the nature of such default (any such termination referred to as a "Termination for Cause").

- 13.2. In the event of Termination for Cause by FPL, Applicant shall:
- a. Unless instructed otherwise in the Notice, immediately stop all Work hereunder;
 - b. Issue no further contracts except with the prior written consent of FPL;
 - c. Assign to FPL, to the extent requested by FPL, all rights of Applicant under contracts outstanding;
 - d. Terminate, to the extent requested by FPL, outstanding contracts;
 - e. Fully cooperate and refrain from hindering or interfering in any manner with any other persons or parties currently or prospectively performing the Work; and
 - f. Take any other action toward termination, or toward preservation of the Work, that FPL may direct.

13.3. Upon a Termination for Cause, all obligations of FPL hereunder shall terminate effective immediately. Upon such Termination for Cause, FPL may either rework or take over the terminated Work and proceed to provide such materials, supplies, equipment and labor of both FPL and FPL contractors, as may be reasonably necessary to complete said Work. FPL may have any partially fabricated portion of the Work removed from Applicant's or contractor's facilities upon Notice to Applicant. Applicant shall be liable for any increase of FPL's costs, including rework costs, incurred by FPL as a result of FPL's termination of the contract for cause.

13.4. In the event of Termination for Cause, FPL shall have no liability to Applicant for costs incurred by Applicant as a result of such termination.

14. **Termination Prior to Construction.** Applicant may terminate this Agreement at any time prior to the start of construction. If Applicant elects to still complete the Conversion, then the Contribution-In-Aid-of-Construction (CIAC) amount provided in the Conversion Agreement shall be revised accordingly. The revised Conversion Agreement must be executed and any additional CIAC due received by FPL prior to the start of construction.

15. **Assignment.** This Agreement is not assignable.

16. **Applicant's Payments to FPL.** Any monies that are owed by Applicant to FPL under this Agreement shall be paid to FPL within thirty (30) days of FPL producing an invoice.

17. **Notice.** As used herein, the term "Notice" shall mean any formal written correspondence providing notice of action, purpose, intent or the like given under the provisions of this Agreement. Unless otherwise provided in this Agreement, Notice shall be delivered in person, by courier or by certified mail and shall be effective when received. General correspondence is not categorized as Notice.

IN WITNESS WHEREOF, FPL and Applicant have executed this Agreement for the provision of Applicant-Installed facilities to be effective as of the date first above written.

For: _____

By: _____
(signature)

Name: _____
(print or type)

Title: _____
(print or type)

By: _____
(signature)

Name: _____
(print or type)

Title: _____
(print or type)

Approved as to Terms and Conditions: _____
(signature/title)

Approved as to Form and Legal Sufficiency: _____
(signature/title)

For FLORIDA POWER & LIGHT COMPANY

By: _____
(signature)

Name: _____
(print or type)

Title: _____
(print or type)



NOTIFICATION OF FPL FACILITIES

Customer/Agency City of Panama City Beach
 Developer/Contractor Name City of Panama City Beach
 Location of Project: Young St to Crane St
 City: Panama City Beach
 FPL Representative: Hau Tran
 Developer/Contractor Representative: _____

Date of Meeting/Contact: July 5th, 2024
 Project Number/Name: 4.2 Section OH-UG Conversion

Phone: 941-331-4002
 FPL Work Request #/Work Order #: 11693154

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 – Equipment) (1926.1411 – Cranes and Derricks)	
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.

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

 Address

 FPL Representative Signature

 Date

 Customer/Developer/Contractor Representative Signature

 Date