

FPL Work Request No. 11253521Project Name: Phase IX-A (KO)

UNDERGROUND DUCT BANK & MANHOLE INSTALLATION AGREEMENT

This Agreement, made this ____ day of _____ 20__ by and between _____ (hereinafter called the Customer) and Florida Power and Light Company, a corporation organized and existing under the laws of the State of Florida (hereinafter called FPL).

WHEREAS; the Customer has requested the pre-approval of the location and installation of underground distribution facilities to be located in a described FPL easement provided by the Customer.

WITNESSETH

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

1. The customer shall:

- a) furnish all necessary labor, equipment, material including concrete (except materials listed herein) and AS-BUILT Survey, to install approx. 1850' feet of 6" concrete encased duct bank with a minimum of 36" cover, 3 MH's installed - MH type (2-way), Panel size (8'2") panel concrete manhole(s) with grounding, conduit spacers, electronic markers and associated materials provided by FPL in accordance with the instructions and specifications shown on FPL drawing UN-2.0.0 fig. 1, 2 & 3, G-4.0.1, G-6.0.0, UV-12.0.0, UN-15.0.0, Z-17.0.0, UX-222, UX-227, UX-520 and AS-BUILT SURVEY REQUIREMENTS attached to this Agreement:
- b) be solely responsible for the installation of concrete encased conduit and manhole at the correct location and the correct depth pursuant to the FPL construction drawing and specifications;
- c) provide concrete for encasement of PVC conduits; hauling & setting of manhole with crane (approx. weight of manhole is 35,000 lbs.);
- d) choose an installer not on the approved list but mutually agreeable to FPL and:
 - 1) pay \$1,627,725.00 CIAC including labor credit up front,
 - 2) correct any discrepancies found in the installation that are inconsistent with the instructions and specifications attached to this agreement within two (2) working days, **or** FPL will retain portions of the labor credit as reimbursement for repairing said discrepancies;
- e) provide survey points for FPL to stake the duct bank route route;
- f) notify FPL when the conduit is placed prior to pouring concrete for inspection;
- g) provide "AS-BUILT" prints and provide "AS-BUILT SURVEY" by a Florida registered surveyor within two (2) weeks of final installation;
- h) provide for pick-up of materials (FPL to deliver PVC & PVC materials to the job site)
- i) assume liability for materials lost, stolen or damaged once the customer receives material;

- j) assume liability for any delays and/or additional costs to FPL caused by a conduit installation that is not consistent with the instructions and specifications attached to this agreement.
- k) Customer is responsible for and shall perform any/all demolition/restoration work that is required on the Customer's job site.

2. FPL shall:

- a) provide written instructions and specifications for the installation of FPL provided manhole and PVC conduit;
- b) provide 3 MH's Type (2 way), Panel size (8'2") panel manhole, manhole cover & frame, 6" PVC conduit & PVC cement, conduit spacers, electronic markers, material for manhole grounding, to the Customer for the installation of underground facilities within the specified duct bank route;
- c) provide staking for the Customer along the specified duct bank route;
- d) apply a credit in the amount of \$0, in the event that the customer has made or has agreed to make a Contribution in Aid of Construction for the underground distribution facilities associated with this Agreement;
- e) assume no liability for materials lost, stolen or damaged once received by the customer;
- f) furnish any additional material at the current cost plus applicable loading and delivery charges;
- g) assume no liability for delays caused by material delivery deficiency, including insufficient, lost, stolen or damaged material;
- h) assume no liability for delays because of misunderstanding of installation drawings or specifications;
- i) assume no liability for delays or additional cost caused by an inadequacy of the conduit system installation;
- j) assume no liability for special incidental or consequential damages of any nature;

- 3. This agreement is subject to FPL's General Rules and Tariff and the Rules of the Florida Public Service Commission.
- 4. To the extent permitted by Florida law, Customer shall indemnify and hold harmless FPL, its officers, directors, and employees, from liabilities, damages, losses, and costs, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Customer and persons employed or utilized by Customer in the performance of this Agreement, and subject to the limits of Section 768.28, Florida Statutes, if applicable. FPL shall indemnify and hold harmless Customer, from liabilities, damages, losses, and costs, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FPL and persons employed or utilized by FPL in the performance of this Agreement. Nothing herein is intended to serve as a waiver of sovereign immunity by Customer nor shall anything included herein be construed as consent by Customer to be sued by third parties in any matter arising out of this Agreement.
- 5. Customer shall grant to FPL, an easement satisfactory to FPL, on FPL's standard Tariff form of easement attached hereto as Exhibit B.
 - a. Grantee shall promptly repair any damage to the Easement Area, caused solely and directly by Grantee in performing any activities under the terms of this easement, to a similar or better condition as existing prior to such damage.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__;
and FPL, signing by and through its duly authorized representative.

COUNTY


ATTEST:


Broward County, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
1850 Eller Drive, Suite 302
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404

ANTONIO
By: LOZADA  Digitally signed by
ANTONIO LOZADA
Date: 2025.04.10 16:47:41
-04'00'
Antonio Lozada (Date)
Assistant County Attorney

CARLOS A.
RODRIGUEZ-
By: CABARROCAS  Digitally signed by CARLOS A.
RODRIGUEZ-CABARROCAS
Date: 2025.04.10 17:02:11
-04'00'
Carlos Rodriguez-Cabarrocas (Date)
Senior Assistant County Attorney

FPL

By: _____
Authorized Signer

Print Name and Title

____ day of _____, 20__

AL/cr
UDB and Manhole Installation Agmt
04/10/2025
#80040-6000