

**GULF POWER COMPANY**

**AGREEMENT FOR UNDERGROUND CONSTRUCTION STANDARDS**

This AGREEMENT made and entered into this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_, by GULF POWER COMPANY, hereinafter called the Utility, and \_\_\_\_\_, hereinafter called the Applicant, sets forth the standards and conditions which will apply to the construction, installation, repair, and ownership of the underground facilities to be located at \_\_\_\_\_

\_\_\_\_\_. Exhibit "A" hereto, contains a detailed description of the property where the facilities will be constructed or installed by the applicant.

WITNESSETH THAT:

WHEREAS, the Utility owns and operates an electric distribution system in \_\_\_\_\_ County, Florida, in which the Applicant owns the real property described in Exhibit "A" on some or all of which the Applicant has constructed or proposes to construct certain improvements; and

WHEREAS, the Applicant wishes to have the electrical service supplying electricity to the improvements on the above described property be installed underground; and

WHEREAS, the Applicant wishes to construct a portion of the underground electrical distribution facilities for the purpose of supplying electric service to the improvements to be located on the above described property in lieu of having the Utility construct all of the underground distribution facilities on the above described property;

WHEREAS, the Utility would normally construct and install all of the underground electric distribution facilities at the above described location, the Utility pursuant to this agreement will take ownership of facilities constructed and installed by the Applicant pursuant to this agreement, where those facilities comply with the provisions of the agreement reached between the above named parties; and

NOW, THEREFORE, in consideration of the premises and of the mutual agreements hereinafter set forth, it is agreed by and between the parties as follows:

1. The Utility hereby agrees to permit the Applicant to construct and install all or a portion of the underground distribution facilities described herein below at the above location provided:

- a) such work meets the Utility's construction standards, as set forth below:
  - (1) Conduit to be placed in any Utility underground distribution system must meet the specifications set forth in Exhibit "D". Conduit shall be installed in the locations specified in Exhibit "C";
  - (2) Primary and secondary conduit must be buried with 30" of cover or at a depth that meets applicable codes and is satisfactory to the utility and the applicant;
  - (3) The connection between the meter enclosure and the underground service entrance shall be in accordance with Exhibit "B";
  - (4) Where the applicant installs the conduit, the applicant must install a tracer wire in the trench with the conduit as specified in Exhibit "E";
  - (5) When the Utility supplies the conduit to the Applicant, the Utility shall take ownership of that conduit at the time it is installed by the Applicant and all other provisions of this agreement have been satisfied. When the Applicant supplies and installs the conduit, the Utility shall take ownership of that conduit at the time the cable has been installed in the conduit by the Utility and all other provisions of this agreement have been satisfied. Until such time that the Utility takes ownership of the conduit, the Applicant, or Contractor acting for the Applicant, shall be responsible for accessing and repairing the conduit;
  - (6) After which time the Utility takes ownership of the conduit, the Utility shall be responsible for accessing, in a reasonable manner, and repairing the conduit and cable. The Applicant's

aforementioned duty includes, but is not limited to, repairs necessitated by the Utility accessing and repairing conduit or cable and specifically includes all repairs made necessary as a result of placement of conduit beneath a roadway. The Applicant will have no right, title or interest in or to the completed distribution facilities;

(7) The Utility reserves the right to verify, prior to taking ownership of the conduit system, that the duct system is installed as specified in the plan provided by the Utility under section 4, below. The Utility may exercise, at any time, its right to inspect and verify any Applicant provided facility, and any such inspection or verification shall not be deemed an approval of any Applicant provided facility or a waiver by the Utility of any right to enforce strict compliance with the terms and conditions of this agreement;

(b) that in the Utility's sole discretion such Agreement is not expected to cause the general body of ratepayers to incur greater costs;

(c) the Applicant agrees to pay to the Utility the prevailing hourly rate for engineering personnel for time spent reviewing and inspecting the Applicant's work when such time is beyond that normally required of the Utility's engineering personnel to review and inspect underground construction of the type installed or constructed by the Applicant;

(d) the Applicant agrees to correct, to the satisfaction of the Utility, any deficiencies found by the Utility prior to the connection of any customers to the underground electric distribution system or the connection of the underground electric distribution facilities to Utility's distribution system. Deficiencies must be corrected in a timely manner or the Utility shall construct the system improvement using overhead facilities and the Applicant will have to pay the cost of such improvement and the cost of its removal before the corrected underground facilities will be connected;

2. Upon compliance by Applicant with all of the provisions of this Agreement in a manner acceptable to the Utility, the Utility shall own and maintain the necessary facilities for providing underground electric service to the property as shown on Exhibit "C" hereto. At no time shall the Utility be required by the Applicant, its successors or assigns to furnish other than single phase service through these facilities, except as otherwise shown on Exhibit "C". Three-phase service will be furnished only when specified on Exhibit "C" and paid for in advance by the Applicant. The Applicant agrees to reimburse the Utility for the costs of facilities found to be installed at the wrong location or grade due to Applicant requested changes in property lines, easement, grade, and/or errors in staking or trenching.

3. By this agreement, the Applicant agrees to adhere to and meet the provisions set forth in Gulf Power Company's Tariff for Retail Electric Service, Section 6.2.6, under Ownership of Underground Facilities. A copy of said tariff is attached hereto.
  
4. The Applicant agrees to follow the distribution plan prepared by the Utility, and attached hereto as Exhibit "C", showing the location of all facilities to be constructed or installed pursuant to this agreement, and agrees to cause all of its contractors and employees to follow such plan. Applicant agrees that any work performed by the Applicant or its contractor shall be in accordance with National Electrical Safety Code (NESC) and local building and safety codes. Applicant agrees that all persons performing work will be licensed by appropriate authorities and will obtain necessary permits.
  
5. Applicant hereby expressly agrees that the Utility shall in no way be liable or responsible for any accident or damage, to persons or property, which may occur as a result or in any way connected to the Applicant, its employees or contractors installing and constructing the facilities that are the subject of this agreement. The Applicant hereby agrees to indemnify and hold harmless the Utility against any and all liability, loss, cost, damage, or any expense connected therewith, including a reasonable attorney's fee incurred in the defense of any type of court action related thereto, which may accrue to the Utility by reason of negligence, default, misconduct or strict liability of the Applicant, its employees or contractors in the installation and construction of the facilities described in this agreement. Applicant is not a contractor, subcontractor or employee of the Utility, and performs the installation and construction of the facilities described herein as an entity completely separate and apart from the Utility.
  
6. The Applicant agrees to cause to be conveyed to the Utility, without cost, all easements, including rights of ingress and egress, necessary or convenient to the Utility or required by it for the purpose of operating, maintaining, and removing said underground electrical distribution lines and other necessary equipment.
  
7. Applicant agrees to include in all conveyances of the property described in Exhibit "A", or subdivision of that property, a covenant running with the property and inuring to the benefit of the Utility that requires all electric service to that property to be underground electric service, and that no electric service shall be overhead, except where the Utility determines it is necessary based on its sole discretion. This covenant shall bind the Applicant, its successors and assigns as set forth in paragraph 9. The Utility agrees to provide

underground electric service in accordance with Exhibit "C" upon application for service by an owner or occupant and no such owner or occupant shall be provided electric service other than underground. Said electric service will be provided by the Utility under applicable Rate Schedules and its Rules and Regulations as filed with the Florida Public Service Commission.

8. The rights of owners and occupants and of the public, in and to the streets, alleys, parks and public ways encompassed within the perimeter of Exhibit "C" shall be subject to a paramount right of the Utility to utilize the same for construction, repair, maintenance and operation of an underground electrical distribution system; and no owner or occupant shall so use or occupy his property as to obstruct or interfere with the construction, repair, maintenance or operation of said electric distribution system.

9. The Applicant agrees to pay to the Utility the difference between the estimated cost of the underground electrical distribution facilities and the estimated cost of equivalent overhead electrical distribution facilities and applicable non-typical charges as set forth in Gulf Power Company's Tariff for Retail Electric Service, Section IV, Part 6. This difference is \$\_\_\_\_\_ and has this day been paid by the Applicant to the Utility. The foregoing differential will take into account the cost of the underground facilities constructed and installed by the Applicant.

10. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Utility but shall not be assignable by the Applicant except with the written consent of the Utility first had and obtained; provided, however, that this prohibition shall not be construed to prevent the Applicant from conveying any portion of the property in the Development shown on Exhibit "A", if such conveyance is made in accordance with the terms of this instrument.

11. Representatives from the Utility and the Applicant, through their signatures below, and in witness whereof, acknowledge this agreement for Underground Construction Standards set forth above as properly executable:

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be properly executed in four counterparts as of the day and year first above written.

APPLICANT:

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_

WITNESS:

\_\_\_\_\_

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

GULF POWER COMPANY:

By: \_\_\_\_\_  
Marketing General Manager

ATTEST:

\_\_\_\_\_

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

Correspondence with the Applicant should be addressed to:

NAME: \_\_\_\_\_

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_