

Structure No.:45W1-44W8  
Section 23, Township 37S, Range:39E  
Easement No.: C01900210  
Parcel ID:  
(Maintained by County Appraiser)

**RIGHT-OF-WAY CONSENT AGREEMENT**  
**(Governmental Entity)**

This Right-of-Way Consent Agreement (“**Agreement**”) is dated this \_\_\_ day of \_\_\_\_\_ 2024, by and between Florida Power & Light Company, a Florida corporation (“**Company**”), with a mailing address at P.O. Box 14000, Juno Beach, Florida 33408-0420, Attn: Corporate Real Estate Department, and the City of Port St. Lucie, a political subdivision of the State of Florida (“**Licensee**”), whose mailing address is 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida 34984.

In consideration for Company’s consent hereunder and for the other mutual covenants set forth below, and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the parties, the parties hereto agree as follows:

1. Company is the current holder of that certain right-of-way granted under that certain instrument recorded in (i) Deed Book \_234, at Page \_\_\_102, in the Public Records of St. Lucie County, Florida (“**Easement**”).

2. Company hereby consents to Licensee using those certain portions of the real property located within the Easement as more particularly depicted and described on attached Exhibit A (“**Lands**”) solely for the purpose of Southport 24 inch Force Main – Phase 3 (the “**Project**”) in accordance with the approved plans and specifications attached hereto as Exhibit B.

3. Licensee agrees to obtain all necessary rights from the owners of the Lands in the event Licensee does not own said Lands; to obtain any and all applicable federal, state, and local permits required in connection with Licensee's use of the Lands; and at all times, to comply with all requirements of all federal, state, and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Lands by Licensee pursuant to this Agreement.

4. Licensee understands that Company has a right and interest in and to these Lands under the Easement. Licensee understands that Company may maintain its facilities located on these Lands; make improvements; add additional facilities; maintain, construct or alter roads; maintain any facilities, devices, or improvements on the Lands which aid in or are necessary to Company’s business or operations; and the right to enter upon the Lands at all times for such purposes. Company, however, shall not unreasonably or unnecessarily interfere with Licensee’s granted use of the Lands hereunder.

5. Licensee and Company shall coordinate any activities that may from time-to-time require Licensee to relocate, alter, or remove its facilities and equipment, including parking spaces and areas, and other improvements made by Licensee pursuant to this Agreement which interfere with or prevent Company from properly and safely constructing, improving, and maintaining its facilities. Licensee agrees to relocate, alter, or remove said facilities, equipment, parking spaces and areas, and other improvements within a reasonable period of time after receiving notice from Company to do so. Such relocation, alteration, or removal will be made at the sole cost and expense of Licensee and at no cost and expense to Company. Company shall be obligated to make all efforts to minimize any activities that would involve such interference with Licensee’s use of the area.

6. Licensee agrees that it will not use the Lands in any manner which, in the opinion of Company, may tend to interfere with Company's use of the Lands or may tend to cause a hazardous condition to exist. Licensee agrees that no hazardous substance, as the term is defined in Section 101 (14) of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") (42 USC Section 9601 [14]), petroleum products, liquids or flammables shall be placed on, under, transported across or stored on the Lands, which restricts, impairs, interferes with, or hinders the use of the Lands by Company or the exercise by Company of any of its rights thereto. Licensee agrees further that in the event it should create a hazardous condition, then upon notification by Company, Licensee shall, within seventy-two (72) hours, at its sole cost and expense, correct such condition or situation; provided however that the Company retains the right to enter upon the Lands and correct any such condition or situation at any time and, by its execution hereof, Licensee hereby agrees to indemnify and hold harmless Company from all loss, damage or injury resulting from Licensee's failure to comply with this provision.

7. Licensee hereby agrees and covenants to prohibit its agents, employees, and contractors from using any tools, equipment, or machinery on the Lands capable of extending greater than fourteen (14) feet above the proposed finished grade of the Project as shown in Exhibit B, and further agrees that no dynamite or other explosives shall be used within the Lands and that no alteration of the existing terrain, including the use of the Lands by Licensee as provided herein, shall be made which will result in preventing Company access to its facilities located within said Lands. Unless otherwise provided herein, Licensee agrees to maintain a one hundred and fifty (150) foot wide area, clear of any activities, with a lineal measurement of seventy-five (75) feet on each side of the centerline of Company's existing and planned facilities.

8. Licensee understands and agrees that the planting of trees, shrubs, and other foliage capable of exceeding fourteen (14) feet in height at full maturity is not permitted within Company's Lands.

9. Outdoor lighting installed or to be installed upon the Lands by Licensee are not to exceed a height of fourteen (14) feet above the proposed finished grade of the Project as shown in Exhibit B and metallic luminaries will be allowed by Company, as long as the poles are concrete and the standard supporting light fixtures are grounded.

10. Sprinkler systems installed or to be installed by Licensee upon the Lands are to be set so the spray height does not exceed fourteen (14) feet above the proposed finished grade of the Project as shown in Exhibit B and does not make contact with any Company's facilities. Aboveground systems shall not be installed within or across Company patrol or finger roads, and underground systems crossing said patrol and finger roads are to be buried at a minimum depth of three (3) feet below existing road grade.

11. Licensee agrees to warn its employees, agents, contractors and invitees of the fact that the electrical facilities and appurtenances installed or to be installed by Company within the Lands are of high voltage electricity and agrees to use all safety and precautionary measures when working under or near Company's facilities. Licensee hereby acknowledges the receipt of the required execution of Form 360, a copy of which is attached hereto as Exhibit C, prior to the commencement of construction within the Lands.

12. Licensee agrees, at all times, to maintain and keep the Lands clean and free of debris. Except as provided herein, Licensee further understands and agrees that certain uses of the Lands are specifically prohibited; such uses include but are not limited to recreational purposes, hunting and camping, and Licensee agrees to notify its employees, agents, contractors, and invitees accordingly.

13. The use of the Lands by Licensee shall be at the sole risk and expense of Licensee, and Company is specifically relieved of any responsibility for damage or loss to Licensee or other persons resulting from Company's use of the Lands for its purpose.

14. Licensee agrees to reimburse Company for all cost and expense for any damage to Company's facilities resulting from Licensee's use of the Lands and agrees that if, in the opinion of Company, it becomes necessary as a result of Licensee's use of the Lands for Company to relocate, rearrange or change any of its facilities, to promptly reimburse Company for all cost and expense involved with such relocation, rearrangement or change.

15. Licensee agrees it will exercise its privileges hereunder at its own sole risk and agrees subject to the limitations contained in Section 768.28, Florida Statutes, if applicable, to indemnify and save harmless Company, its parent, subsidiaries, affiliates, and their respective officers, directors, agents and employees (collectively, the "**FPL Entities**"), from all liability, loss, cost, and expense, including attorneys' and paralegals' fees and court costs at all trial and appellate levels, which may be sustained by FPL Entities to any person, natural or artificial, by reason of the death of or injury to any person or damage to any property, arising out of or in connection with the herein described purposes by Licensee, its contractors, agents, or employees, unless solely caused by Company's gross negligence; and Licensee agrees subject to the limitations contained in Section 768.28, Florida Statutes, if applicable, to defend at its sole cost and expense and at no cost and expense to FPL Entities any and all suits or action instituted against FPL Entities, for the imposition of such liability, loss, cost and expense. It is the intent of the parties that Licensee shall not be liable pursuant to this indemnification provision to pay a claim or judgment by any one person or entity for loss, cost, or expense, including attorneys' and paralegals' fees and court costs at all trial and appellate levels for any amount in excess of \$200,000, or any claim or judgment, which when totaled with all other claims or judgments arising out of the same incident or occurrence, exceeds the sum of \$300,000 and that the foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, if applicable.

16. Licensee shall cause each of Licensee's contractors and subcontractors performing work in connection with the project during the period of this Agreement, to procure and maintain at such contractors' and subcontractors' sole expense, the following minimum insurance, with insurers with a rated "A-, VII" or higher by A.M. Best's Key Rating Guide (i) General Liability insurance with limits of \$1,000,000 for bodily injury or death of person(s) and property damage per occurrence, which shall insure against obligations assumed by Licensee in indemnity provision set forth in Section 15 above, (ii) Workers' Compensation Insurance for statutory obligations imposed by applicable laws, (iii) Employers' Liability Insurance with limits of \$1,000,000 for bodily injury per accident, by disease per policy and disease per employee and, (iv) Automobile Liability Insurance which shall apply to all owned, non-owned, leased and hired automobiles with limits of \$1,000,000 combined single limit. Except for the Workers' Compensation Insurance, Company shall be designated as an additional insured on Licensee's contractors' and subcontractors' insurance policies required to be maintained under this Agreement. Licensee shall require its contractors and subcontractors to name Company as an additional insured and provide for a waiver or subrogation in favor of Company. Upon Company's request, Licensee shall provide evidence of the required insurance coverage in the form of an ACORD certificate to Company evidencing that said policy of insurance is in force and will not be cancelled or non-renewed so as to affect the interests of Company until thirty (30) days written notice has been furnished to Company. Upon request, copies of Licensee's contractors' and subcontractors' policies will be furnished to Company by Licensee. Licensee understands and agrees that the use of the Lands for the purposes described herein is expressly contingent upon acceptance and compliance with the provisions contained herein.

Licensee shall be responsible for causing Licensee's contractors and subcontractors to manage and administer all insurance policies required hereunder, including the payment of all deductibles and self-insured retention amounts, the filing of all claims and the taking of all necessary and proper steps to collect any proceeds on behalf of the relevant insured person or entity. Licensee shall at all times keep Company informed of the filing and progress of any claim. If Licensee's contractors or subcontractors shall fail to perform these responsibilities, Company may take such action as it determines appropriate

under the circumstances. In the event Licensee's contractors or subcontractors collect proceeds on behalf of other persons or entities, it shall ensure that these are paid directly from the insurers to the relevant person or entity and, in the event that it receives any such proceeds, it shall, unless otherwise directed by Company, pay such proceeds to such party forthwith and prior thereto, hold the same in trust for the recipient.

Nothing in this Section shall be deemed to limit Licensee's liability under this Agreement regardless of the insurance coverages required hereunder. No limitation of liability provided to Licensee under this Agreement is intended nor shall run to the benefit of any insurance company or in any way prejudice, alter, diminish, abridge or reduce, in any respect, the amount of proceeds of insurance otherwise payable to Company under coverage required to be carried by Licensee under this Agreement, it being the intent of the parties that the full amount of insurance coverage bargained for be actually available notwithstanding any limitation of liability contained in this Agreement, if any. Company assumes no responsibility for the solvency of any insurer or the failure of any insurer to settle any claim. In the event that the Licensee self-insures, Licensee shall provide Company with a letter of self-insurance in form and substance satisfactory to Company's Risk Management Department. Licensee's contractors and subcontractors may not self-insure. This Section shall survive the expiration or earlier termination of this Agreement.

17. This Agreement will become effective upon execution by Company and Licensee and will remain in full force and effect until completion of Licensee's use of the Lands pursuant to this Agreement, unless earlier terminated upon ninety (90) days written notice by either Company or Licensee, or at the option of either Company or Licensee, immediately upon either party failing to comply with or to abide by any or all of the provisions contained herein.

18. The term "Licensee" shall be construed as embracing such number and gender as the character of the party or parties require(s) and the obligations contained herein shall be absolute and primary and shall be complete and binding as to each, including its successors and assigns, upon this Agreement being executed by Licensee and subject to no conditions precedent or otherwise.

19. Should any provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired.

20. This Agreement constitutes the entire Agreement between the parties relative to the transaction contemplated herein and neither this Agreement nor any term or provision hereof may be changed or waived except by an instrument in writing and executed by both Licensee and Company.

21. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida.

22. This Agreement may be executed simultaneously or in counterparts, each of which together shall constitute one and the same agreement.

23. This Agreement shall not be construed more strictly against one party than against the other, merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Licensee and Company have contributed substantially and materially in the negotiation and preparation of this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits, schedules, addendums or amendments hereto.

24. COMPANY AND LICENSEE KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE NOW AND FOREVERMORE, EACH AND ALL OF THEIR RIGHT(S) THAT EITHER PARTY HAS NOW OR MAY HAVE AT A FUTURE TIME TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION UNDER, BASED UPON, ARISING FROM, ASSOCIATED OR CONNECTED WITH, OR RELATED TO THIS AGREEMENT OR ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER ORAL OR WRITTEN) OR ACTION OF OR BY COMPANY AND/OR LICENSEE. ANY PARTY HERETO MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS CONCLUSIVE EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF ANY RIGHT THEY MAY HAVE TO TRIAL BY JURY.

25. Licensee may assign its rights and obligations under this Agreement to a solvent party upon prior written consent of Company.

26. Licensee agrees that any review or approval by Company of the plans and/or specifications submitted by Licensee attached hereto as Exhibit B, the approval of the identity of any contractors, subcontractors and materialmen, or the delivery by Company of any construction specifications to Licensee, is solely for the purpose of processing this Agreement, and without any representation or warranty whatsoever to Licensee with respect to the adequacy, correctness or efficiency thereof or otherwise and it is understood that such Company's approval does not absolve Licensee of any liability hereunder. Further, Licensee, in connection with the construction, maintenance and/or removal of improvements depicted on Exhibit B to this Agreement, agrees to observe and fully comply with all construction, operation and maintenance standards, as well as all applicable laws, rules and regulations of the United States, the State of Florida, and all agencies and political subdivisions thereof, including without limitation, the National Electrical Safety Code and the Occupational Safety & Health Administration regulations, standards, rules, registers, directives or interpretations.

[Signatures appear on following page.]

The parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Witnesses:

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Witnesses:

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**COMPANY:**

**FLORIDA POWER & LIGHT COMPANY,**  
a Florida corporation

By: \_\_\_\_\_  
Its: Corporate Real Estate Manager  
Print Name: Peter K. Ramsey \_\_\_\_\_

**LICENSEE:**

**CITY OF PORT ST. LUCIE,**  
a political subdivision of the State of Florida

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Print Name: \_\_\_\_\_

# DESCRIPTION OF PROPOSED FPL CONSENT AGREEMENT

A parcel of land being a portion of a Florida Power & Light (FPL) easement in the Northwest 1/4 of Section 23, Township 37 South, Range 39 East, St. Lucie County, Florida, said parcel more particularly described as follows:

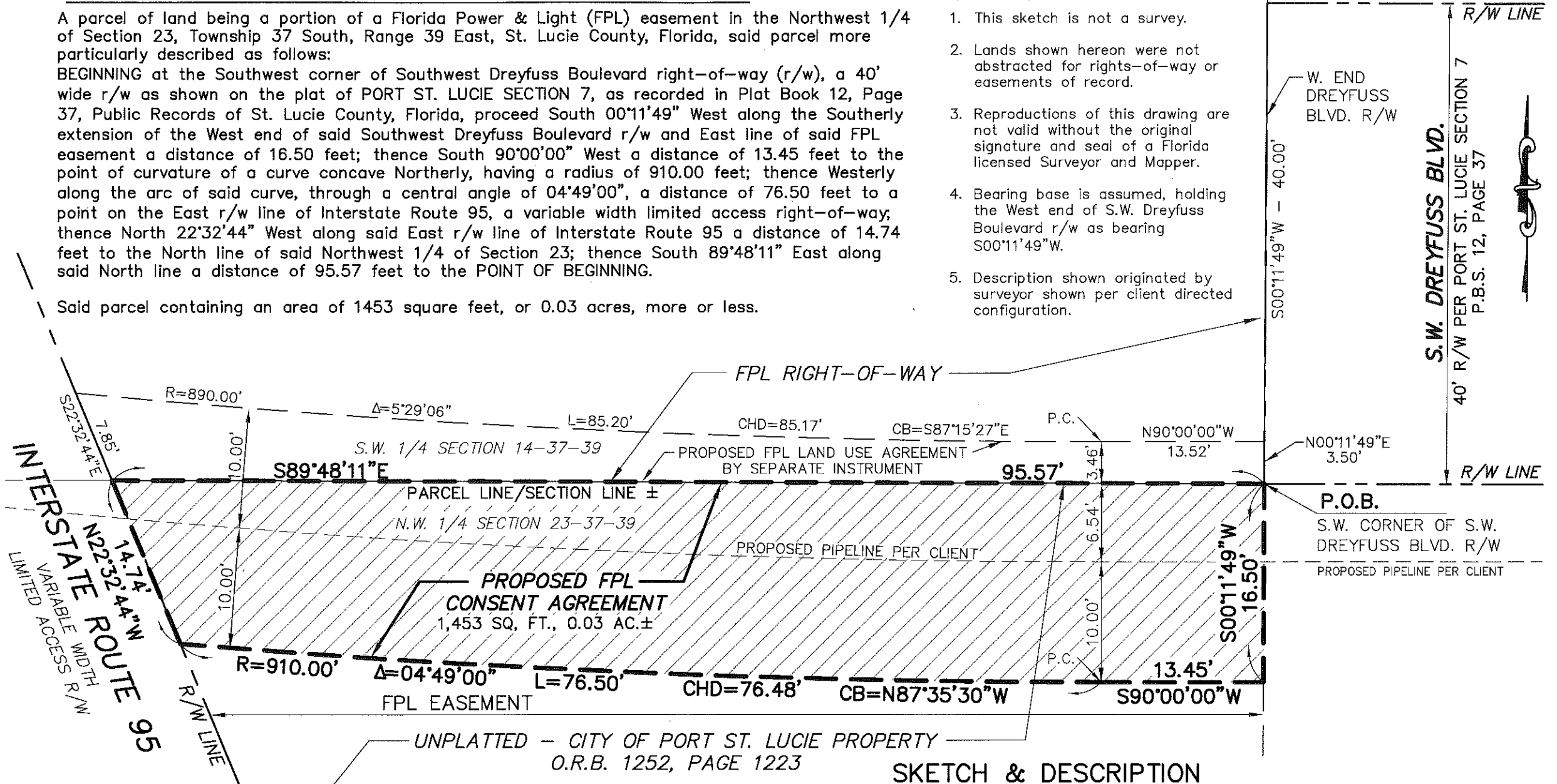
BEGINNING at the Southwest corner of Southwest Dreyfuss Boulevard right-of-way (r/w), a 40' wide r/w as shown on the plat of PORT ST. LUCIE SECTION 7, as recorded in Plat Book 12, Page 37, Public Records of St. Lucie County, Florida, proceed South 00°11'49" West along the Southerly extension of the West end of said Southwest Dreyfuss Boulevard r/w and East line of said FPL easement a distance of 16.50 feet; thence South 90°00'00" West a distance of 13.45 feet to the point of curvature of a curve concave Northerly, having a radius of 910.00 feet; thence Westerly along the arc of said curve, through a central angle of 04°49'00", a distance of 76.50 feet to a point on the East r/w line of Interstate Route 95, a variable width limited access right-of-way; thence North 22°32'44" West along said East r/w line of Interstate Route 95 a distance of 14.74 feet to the North line of said Northwest 1/4 of Section 23; thence South 89°48'11" East along said North line a distance of 95.57 feet to the POINT OF BEGINNING.

Said parcel containing an area of 1453 square feet, or 0.03 acres, more or less.

## NOTES:

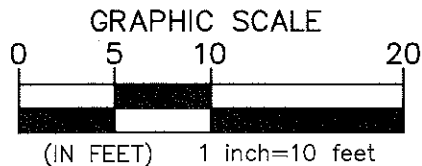
1. This sketch is not a survey.
2. Lands shown hereon were not abstracted for rights-of-way or easements of record.
3. Reproductions of this drawing are not valid without the original signature and seal of a Florida licensed Surveyor and Mapper.
4. Bearing base is assumed, holding the West end of S.W. Dreyfuss Boulevard r/w as bearing S00°11'49"W.
5. Description shown originated by surveyor shown per client directed configuration.

LOT 1, BLOCK 1882, PORT ST. LUCIE SECTION 7  
P.B.S. 12, PAGE 37



### LEGEND

R/W=RIGHT OF WAY  
R=RADIUS  
Δ=CENTRAL ANGLE  
L=ARC LENGTH  
CHD=CHORD  
CB=CHORD BEARING  
P.B.S.=PLAT BOOK ST. LUCIE COUNTY RECORDS  
P.O.C.=POINT OF COMMENCEMENT  
P.O.B.=POINT OF BEGINNING  
P.O.T.=POINT OF TERMINATION  
O.R.B.=OFFICIAL RECORDS BOOK  
P.C.=POINT OF CURVATURE



### SKETCH & DESCRIPTION

William B. Zentz & Associates, Inc.



Professional Surveying & Mapping

CERTIFICATE OF AUTHORIZATION (LB) No. 6840  
684 Old Dixie Highway  
Vero Beach, FL 32962  
Phone: (772) 567-7552

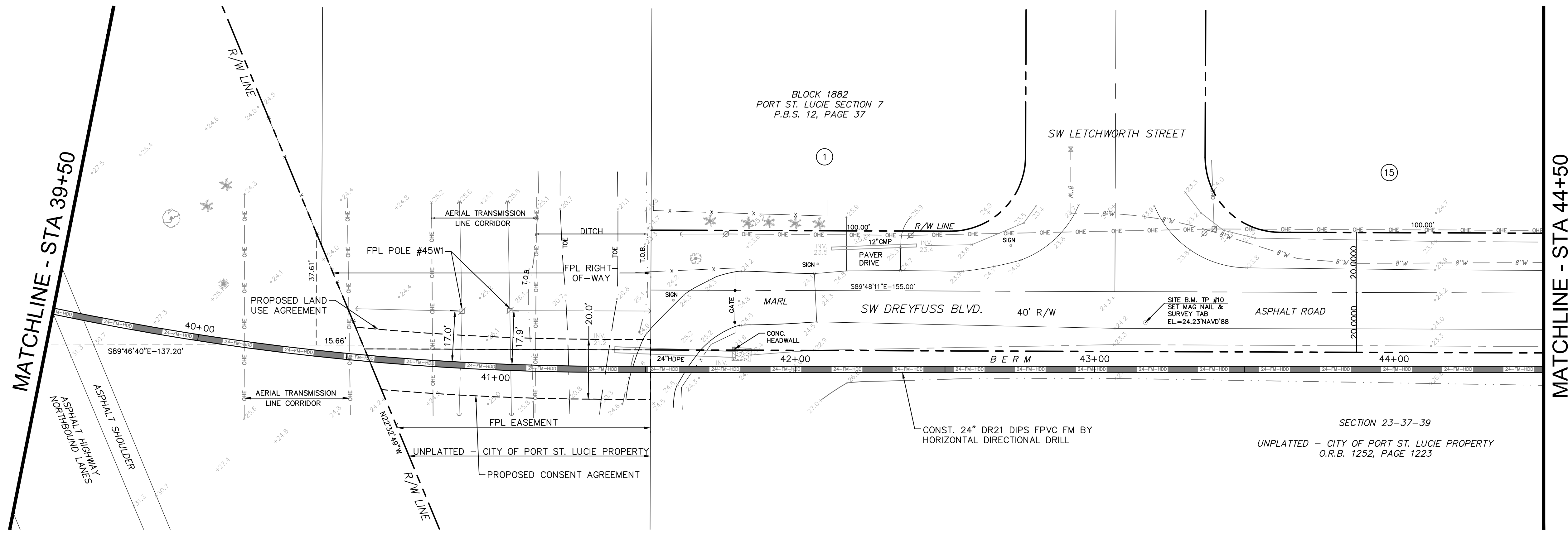
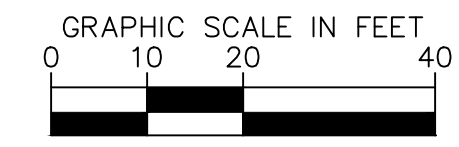
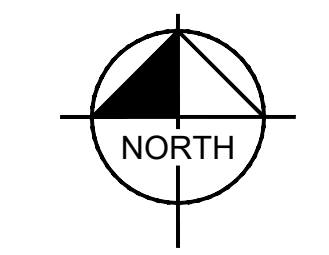
*[Signature]*  
WILLIAM B. ZENTZ, PLS  
REGISTERED LAND SURVEYOR No. 5276  
STATE OF FLORIDA

JOB No.  
119-055

DATE  
10/4/23

SHEET OF  
1 1

Plotted By: Muechebeter, Mark  
 Sheet Set: Southport\_Force Main Phase 3 - Layout: C-66 FORCE MAIN PLAN - September 28, 2023 10:01:21am  
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 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of any improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



SECTION 23-37-39  
 UNPLATTED - CITY OF PORT ST. LUCIE PROPERTY  
 O.R.B. 1252, PAGE 1223

CALL 2 WORKING DAYS BEFORE YOU DIG

IT'S THE LAW! DIAL 811

**811**

Know what's below. Call before you dig.

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

No.	REVISIONS	DATE	BY

**Kimley»Horn**

© 2023 KIMLEY-HORN AND ASSOCIATES, INC.  
 1920 WEKIVA WAY SUITE 200, WEST PALM BEACH, FL 33411  
 PHONE: 561-845-0665 FAX: 561-863-8175  
 WWW.KIMLEY-HORN.COM REGISTRY NO. 696

KHA PROJECT	044261005
DATE	SEP. 2023
SCALE	AS SHOWN
DESIGNED BY	SS
DRAWN BY	MJM
CHECKED BY	TCJ

**FORCE MAIN INTERCONNECT PHASE 3**

PREPARED FOR  
**FLORIDA POWER & LIGHT**

PORT ST. LUCIE FLORIDA

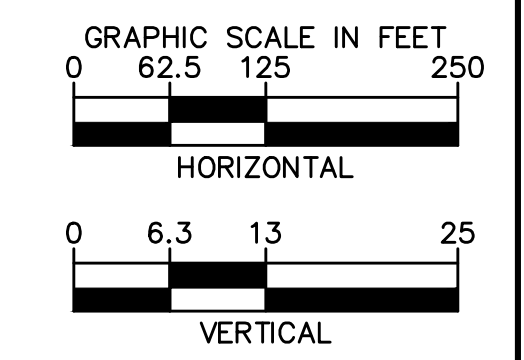
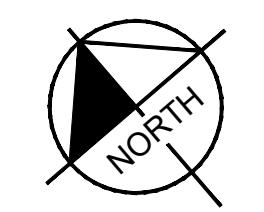
LICENSED PROFESSIONAL	THOMAS C. JENSEN
FLORIDA LICENSE NUMBER	37290


**FORCE MAIN PLAN**

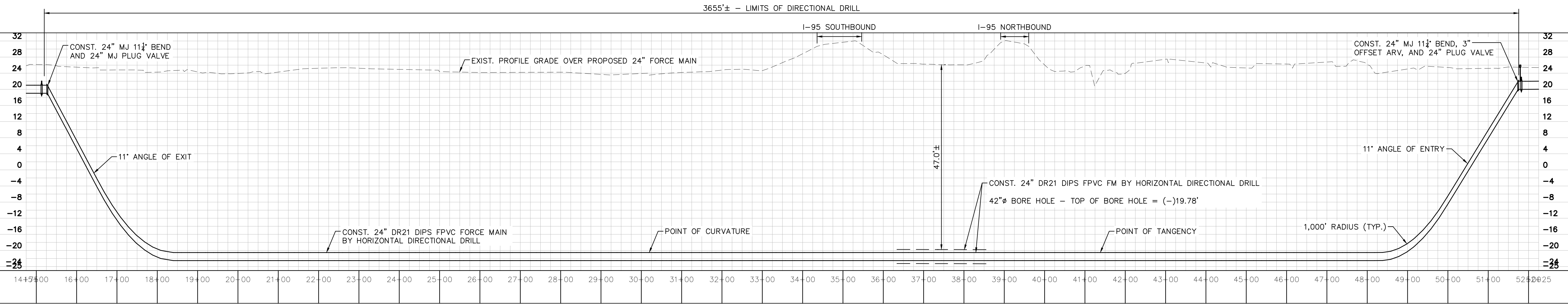
SHEET NUMBER	<b>EX-1</b>
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Plotted By: Muechebeter, Mark  
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 Date: September 28, 2023 10:04:00am  
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 This document, together with the associated plans, specifications, and contract documents, shall be read in conjunction with the contract documents and shall be subject to the terms and conditions of the contract documents. Reuse of any information on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



CALL 2 WORKING DAYS BEFORE YOU DIG  
 IT'S THE LAW! DIAL 811  
  
 Know what's below. Call before you dig.  
 SUNSHINE STATE ONE CALL OF FLORIDA, INC.



No.	REVISIONS	DATE	BY

**Kimley»Horn**  
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 PHONE: 561-845-0665 FAX: 561-863-8175  
 WWW.KIMLEY-HORN.COM REGISTRY NO. 696

KHA PROJECT	044261005
DATE	SEP. 2023
SCALE	AS SHOWN
DESIGNED BY	SS
DRAWN BY	MJM
CHECKED BY	TCJ

**FORCE MAIN INTERCONNECT PHASE 3**  
 PREPARED FOR  
**FLORIDA POWER & LIGHT**  
 PORT ST. LUCIE FLORIDA

LICENSED PROFESSIONAL	THOMAS C. JENSEN
FLORIDA LICENSE NUMBER	37290

**OVERALL FM PLAN AND PROFILE**  
**I-95**

SHEET NUMBER  
**EX-2**





**GENERAL NOTES:**

- ALL CONNECTIONS TO EXISTING MAINS SHALL BE OBSERVED BY THE CITY OF PORT ST. LUCIE. VALVES ON EXISTING MAINS SHALL BE OPERATED BY CITY PERSONNEL OR UNDER THEIR DIRECT SUPERVISION. TAPPING SLEEVE AND VALVE SHALL BE PRESSURE TESTED PRIOR TO TAPPING. IF SERVICE MUST BE CUT OFF TO EXISTING CUSTOMERS, THE DEPARTMENT MUST HAVE THREE DAYS NOTICE TO MAKE NECESSARY NOTIFICATIONS. THE CONTRACTOR MAY BE REQUIRED TO ASSIST IN NOTIFICATIONS. IN THIS EVENT, CONTRACTOR SHALL BE READY TO PROCEED WITH AS MUCH MATERIAL PREASSEMBLED AS POSSIBLE AT THE SITE TO MINIMIZE THE LENGTH OF SERVICE INTERRUPTION. THE CITY WILL POSTPONE A SERVICE CUT OFF IF THE CONTRACTOR IS NOT READY TO PROCEED ON SCHEDULE. SUCH CONNECTIONS SHALL BE MADE AT NIGHT TO MINIMIZE EFFECTS UNLESS OTHERWISE AUTHORIZED BY THE CITY. NO CUSTOMER SHOULD BE WITHOUT SERVICE FOR MORE THAN FOUR HOURS.
- THE CONTRACTOR SHALL HAVE AVAILABILITY AT THE JOB SITE AT ALL TIMES ONE COPY OF CITY OF PORT ST. LUCIE UTILITIES MINIMUM DESIGN AND CONSTRUCTION STANDARDS, ONE COPY OF THE CONTRACT DOCUMENTS, INCLUDING PLANS, SPECIFICATIONS AND SPECIAL PROVISIONS, AND COPIES OF ANY REQUIRED CONSTRUCTION PERMITS. AN ELECTRONIC COPY OF THE PLANS IS ALSO ACCEPTABLE.
- THE CONTRACTOR SHALL CONTACT ALL CONCERNED UTILITIES AT LEAST 48 HOURS IN ADVANCE OF CONSTRUCTION OPERATIONS.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE HIS COMPLETE FAMILIARITY WITH THE PROJECT SITE AND COMPONENTS TO INCLUDE SUBSURFACE CONDITIONS OF SOIL AND GROUNDWATER TABLE. THE LOCATION AND SIZE OF ALL EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND ARE BASED ON THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITIES BY ELECTRONIC METHOD AND BY HAND EXCAVATION IN COORDINATION WITH ALL UTILITY COMPANIES PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. ANY AND ALL CONFLICTS OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS SHALL BE RESOLVED BY THE ENGINEER AND DEPARTMENT PRIOR TO BEGINNING CONSTRUCTION OPERATIONS. THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.
- LOCATION OF PROPOSED FACILITIES WILL BE STAKED BY CONTRACTOR. CONTRACTOR MUST GIVE 48 HOURS NOTICE TO THE CITY IN ADVANCE OF LAYOUT.
- PROJECT SUPERINTENDENT: THE CONTRACTOR SHALL PROVIDE A QUALIFIED SUPERINTENDENT TO REMAIN ON THE JOB SITE AT ALL TIMES WHEN WORK IS BEING PERFORMED. THE SUPERINTENDENT SHALL BE PRESENT AT THE PRE-CONSTRUCTION MEETINGS. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT BY LETTER PRIOR TO THE PRE-CONSTRUCTION MEETING APPOINTING THE SUPERINTENDENT FOR THIS PROJECT INCLUDING A FORMAL RESUME SHOWING QUALIFICATIONS. IN THE EVENT THE SUPERINTENDENT WILL NOT BE PRESENT FOR ANY PERIOD OF TIME DURING CONTRACT WORK THE CONTRACTOR SHALL PROVIDE 48 HOURS NOTICE IN WRITING TO THE CITY, INCLUDING THE APPOINTMENT OF A QUALIFIED REPLACEMENT SUPERINTENDENT WHO WILL BE PRESENT DURING THE CONSTRUCTION. WORK SHALL NOT BE ALLOWED TO PROCEED UNLESS THE ASSIGNED SUPERINTENDENT IS PRESENT.
- DENSITY TESTS OF TRINCH BACKFILL MATERIAL SHALL BE REQUIRED AT INTERVALS OF NOT MORE THAN 500 FEET. DENSITY TESTS OF PAVEMENT OPEN-CUT AREAS INCLUDING ROADS, TURLANES, AND DRIVES SHALL BE REQUIRED AT EACH OPEN-CUT AT INTERVALS OF NOT MORE THAN 50 FEET. ALL TESTS SHALL COMMENCE AT THE TOP OF CONDUIT AND EVERY 12 INCHES TO THE FINISH GRADE. COMPACTION SHALL BE IN ACCORDANCE WITH CITY STANDARDS "TYPICAL TRENCH DETAIL" AND "FLEXIBLE PAVEMENT REPLACEMENT DETAIL". FLORIDA BEARING TESTS FOR THE STABILITY OF EXISTING SUBSOIL SHALL BE TAKEN AT INTERVALS OF NOT MORE THAN 500 FEET, AND CLOSER AS MIGHT BE NECESSARY IN THE EVENT OF VARIATIONS IN THE STRATA. A CERTIFIED COPY OF THE TESTS SHALL BE PROVIDED TO THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION DEPENDING ON JURISDICTION. CONTRACTORS BID PRICE SHALL INCLUDE PAYMENT FOR ALL TESTS CONDUCTED BY AN INDEPENDENT TESTING LAB.
- ANY LANDSCAPING DISTURBED, UNLESS OTHERWISE SHOWN ON THE PLANS, SHALL BE REPLACED BY THE CONTRACTOR TO THE SATISFACTION OF THE CITY AT THE CONTRACTORS EXPENSE.
- ANY SIDEWALK, CURB AND GUTTER OR PAVEMENT DISTURBED, UNLESS OTHERWISE SHOWN ON PLANS, SHALL BE REPLACED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE. UNLESS OTHERWISE SPECIFIED OR INDICATED, ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS AND ALL CONCRETE WORK SHALL COMPLY WITH THE CURRENT EDITION OF THE AMERICAN CONCRETE INSTITUTE (ACI) BUILDING CODE AND THE APPLICABLE BUILDING CODES HAVING JURISDICTION IN THE AREA. ALL CONSTRUCTION SHALL MEET ADA REQUIREMENTS. THIS INCLUDES, BUT IS NOT LIMITED TO, DETECTABLE WARNING SURFACES.
- ALL SOO IS TO BE PLACED FOR THE FULL WIDTH DISTURBED AT THE PER SQUARE YARD PRICE. SOO SHALL BE REPLACED TO MATCH EXISTING KIND UNLESS OTHERWISE SHOWN ON PLANS.
- CONTRACTOR SHALL PROVIDE PROPER BENDS TO MAINTAIN REQUIRED DEPTH AND ALIGNMENT OF PIPE. COST OF BENDS NOT DESIGNATED ON PLANS SHALL BE INCLUDED WITH THE UNIT PRICE FOR PIPE.
- ANY TREES AND/OR SCRUB OR OTHER VEGETATION NOT TO BE REPLACED SHALL BE REMOVED FROM THE PROJECT AT THE CONTRACTOR'S EXPENSE.
- ALL RUBBLE AND UNSUITABLE MATERIAL MUST BE REMOVED FROM THE PROJECT AND DISPOSED OF PROPERLY BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.

- MAUBOXES MUST BE CAPABLE OF RECEIVING MAIL AT ALL TIMES.
- DEFLECT PIPE AS NECESSARY TO OBTAIN THE REQUIRED ALIGNMENT. USE APPROPRIATE FITTINGS WHEN DEFLECTION EXCEEDS 75% OF MANUFACTURER'S RECOMMENDED MAXIMUM DEFLECTION.
- ALL FITTINGS SHALL BE MECHANICALLY RESTRAINED. REFER TO CITY OF PORT ST. LUCIE MINIMUM DESIGN & CONSTRUCTION STANDARDS (LATEST EDITION).
- ALL CONSTRUCTION DEWATERING (WELL POINTS, PUMPS, ETC.) WILL REQUIRE A DEWATERING PERMIT FROM SOUTH FLORIDA WATER MANAGEMENT DISTRICT. THIS SHALL BE OBTAINED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE PRIOR TO BEGINNING OF CONSTRUCTION.
- THE "TRENCH SAFETY ACT" SHALL BE INCORPORATED INTO THIS CONTRACT AS ENACTED BY THE LEGISLATURE OF THE STATE OF FLORIDA TO BE IN EFFECT AS OF OCTOBER 1, 1990.
- ALL CONCRETE AND ASPHALT DRIVES MUST BE REPLACED FROM SAW CUT TO EDGE OF PAVEMENT, OR AS NOTED ON THE PLANS.
- LOCATIONS OF AIR RELEASE VALVES ARE APPROXIMATE ONLY. FINAL LOCATIONS WILL BE DETERMINED BY CITY PERSONNEL IN FIELD.
- MAXIMUM LENGTH OF FORCE MAIN PRESSURE TEST SHALL BE 2000 FEET. WATER SOURCE FOR FLUSHING, FILLING AND PRESSURE TESTING THE WATER MAIN SHALL BE FROM A TREATED SOURCE APPROVED BY THE DEPARTMENT.
- THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION AND RESTORATION (IF DAMAGED) OF ALL EXISTING STRUCTURES WITHIN THE CONSTRUCTION LIMITS OF THE PROJECT, INCLUDING BUT NOT LIMITED TO WALLS, FENCES, POWER POLES, MAIL BOXES, DRAINAGE PIPES AND STRUCTURES, ETC.
- THE CONTRACTOR SHALL VERIFY THE LOCATION OF EXISTING WATER SERVICES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL PROTECT THE EXISTING WATER SERVICES FROM DAMAGE AND REPAIR ANY BREAKS IMMEDIATELY.
- "RECORD DRAWINGS" SHALL INCLUDE FURNISHING THE CITY WITH ALL INFORMATION NECESSARY FOR A COMPLETE SET OF RECORD DRAWINGS AS STIPULATED IN THE PORT ST. LUCIE UTILITIES DEPARTMENT MINIMUM DESIGN AND CONSTRUCTION STANDARDS (LATEST EDITION).
- MECHANICALLY RESTRAIN LENGTHS, AS INDICATED ON DRAWING, ON EACH SIDE OF ALL BENDS AND AS INSTRUCTED IN CITY OF PORT ST. LUCIE SPECIFICATIONS. MECHANICAL RESTRAINTS SHALL BE EITHER WEG-A-LUG, TYLER OR UNIFLANGE. THE CONTRACTORS BID PRICE FOR PIPE, GATE VALVES AND FITTINGS SHALL INCLUDE MECHANICAL RESTRAINT.
- THE CONTRACTOR SHALL PROTECT EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL SUPPORT UTILITIES AND SHORE TRENCH AS REQUIRED TO PROTECT AND MAINTAIN EXISTING UTILITIES. THE CONTRACTOR SHALL NOTIFY EACH UTILITY PRIOR TO ATTEMPTING TO SUPPORT THEIR FACILITIES. IF THE UTILITY REQUIRES THAT ONLY THEIR CREWS SHALL BE ALLOWED TO SUPPORT THEIR FACILITIES, THEN IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO COORDINATE WORK AND PAY THE UTILITY FOR THEIR EXPENSE IF REQUIRED. ALL COSTS FOR THIS WORK SHALL BE AT THE CONTRACTORS EXPENSE AND INCLUDED IN THE CONTRACTORS BID PRICE.
- ALL PRESSURE TESTS SHALL BE IN ACCORDANCE WITH AWWA STANDARDS.
- AIR RELEASE VALVE SHALL BE CONSTRUCTED PER CITY DETAIL AS SHOWN IN THE DEPARTMENTS MINIMUM DESIGN AND CONSTRUCTION STANDARDS.
- VALVE STEM RISER SHALL BE REQUIRED WHERE OPERATING NET DEPTH EXCEEDS 4 FEET. THE RISER SHALL BE BOLTED TO THE VALVE NUT. METHOD AND MATERIALS SHALL BE APPROVED BY THE DEPARTMENT. COST FOR THIS WORK SHALL BE INCLUDED IN THE CONTRACTORS BID UNIT PRICE FOR GATE VALVES.
- THE CONTRACTOR SHALL CLEAN MAINS USING APPROVED POLYURETHANE PIG(S). TEMPORARY CLEANING STATIONS SHALL BE CONSTRUCTED BY THE CONTRACTOR. THE CONTRACTOR SHALL PROVIDE A CLEANING PLAN SHOWING METHOD OF FILLING AND CLEANING MAINS PRIOR TO START OF CONSTRUCTION. THE CLEANING PLAN SHALL BE APPROVED BY THE DEPARTMENT PRIOR TO CONSTRUCTION. ALL COSTS FOR FILLING AND CLEANING SHALL BE AT THE CONTRACTORS EXPENSE.
- A FLORIDA DEPARTMENT OF TRANSPORTATION PERMIT IS REQUIRED FOR ALL WORK, EXCEPT PIPERIPNDICULAR CONNECTIONS, WITHIN THE STATE RIGHT-OF-WAY. A COPY OF THIS PERMIT MUST BE MAINTAINED ON THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION.
- THE CONTRACTOR SHALL INSTALL TESTING POINTS FOR TESTING OF MAINS.
- FORCE MAINS AND APPURTENANCES SHALL BE IN ACCORDANCE WITH CURRENT AWWA, FDPD STANDARDS.

**34. MINIMUM COVER TO FINISHED GRADE OVER FORCE MAINS SHALL BE 36 INCHES.**

- ALL MAINS SHALL BE TESTED FOR LEAKAGE. WATER SHALL BE SUPPLIED TO THE MAIN AND PUMPED TO THE REQUIRED 150 PSI PRESSURE. THE MAIN TESTED SHALL EITHER BE ISOLATED FROM PRESENTLY POTABLE LINES OR PROTECTED FROM LEAKAGE BY A DOUBLE VALVE ARRANGEMENT. THE CITY SHALL BE NOTIFIED AT LEAST 48 HOURS IN ADVANCE OF ANY TESTING PROCEDURES. AFTER FLUSHING IS COMPLETED, LINE PRESSURE SHALL BE APPLIED TO THE SYSTEM TO DETERMINE IF ANY MAJOR DEFECTS ARE PRESENT. THE COMPLETE SYSTEM SHALL THEN BE TESTED AT A PRESSURE OF 150 PSI FOR A PERIOD OF NOT LESS THAN TWO HOURS. THE CITY MAY, AT ITS DISCRETION, INCREASE THE PERIOD TO FOUR HOURS. MAXIMUM LENGTH OF LINE TO BE TESTED AT ONE TIME SHALL NOT EXCEED 2000 LINEAR FEET. AN OIL FILLED PRESSURE GAUGE UP TO 200 PSI AT 2 POUND INCREMENTS SHALL BE USED FOR ALL PRESSURE TESTS. NO VISIBLE MOVEMENT OF THE SYSTEM SHALL OCCUR AND LEAKAGE SHALL NOT EXCEED:

$$L = N \cdot D \cdot P$$

$$7400$$

WHERE: L = LEAKAGE IN GALLONS  
 N = NUMBER OF JOINTS IN TEST SECTION  
 P = TEST PRESSURE IN PSI  
 D = DIAMETER OF PIPE IN INCHES

NOTE: CITY OF PORT ST. LUCIE UTILITY STANDARDS MANUAL (LATEST EDITION) ARE TO BE ADHERED TO AND WILL BE ENFORCED TO AT LEAST THESE MINIMUM STANDARDS.

- ALL REFERENCES TO STAINLESS STEEL SHALL REFER TO GRADE 316 UNLESS OTHERWISE NOTED.
- WATER, WASTEWATER AND RECLAIMED WATER LINES SHALL NOT BE CONSTRUCTED WITHOUT FIRST OBTAINING AN APPROVAL OR PERMIT, AS APPLICABLE, FROM PSLUSD.
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY'S UTILITY STANDARDS MANUAL, THE CITY OF PORT ST. LUCIE CODE OF ORDINANCES, AND WITH ALL APPLICABLE FDPD RULES AND REGULATIONS. IF ANY CONFLICTS EXISTS BETWEEN THE STANDARDS, THE MORE STRINGENT GOVERNS, AS DETERMINED BY THE PSLUSD. COPIES OF CITY CODE OF ORDINANCES ARE AVAILABLE WITH THE CITY CLERK'S OFFICE AND CAN ALSO BE ACCESSED ONLINE AT [HTTPS://LIBRARY.MUNICODE.COM/FL/PORT\\_ST\\_LUCIE/CODES/CODE\\_OF\\_ORDINANCES](https://library.municode.com/fl/port_st_lucie/codes/code_of_ordinances). FDPD RULES ARE AVAILABLE ONLINE AT [WWW.FDPD.STATE.FL.US](http://WWW.FDPD.STATE.FL.US).
- CONSTRUCTION SHALL BE IN ACCORDANCE WITH UTILITY STANDARDS IN EFFECT AT THE TIME THE WORK IS APPROVED BY PSLUSD AND WILL NOT BE SUBJECT TO CHANGES IN THE STANDARDS DURING THE LIFE OF THE PROJECT.
- WASTEWATER DISCHARGE SHALL BE SUBJECT TO PSLUSD WASTEWATER SYSTEM USER RULES IN ACCORDANCE WITH THE CITY OF PORT ST. LUCIE CODE OF ORDINANCES - TITLE VI.
- ALL ABANDONED MAINS AND SERVICE LINES SHALL BE REMOVED OR FILLED WITH CEMENT GROUT AT THE DISCRETION OF PSLUSD. ASBESTOS CEMENT PIPE (ACP) MUST BE REMOVED AND HANDLED IN COMPLIANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS. ALL CUTTING, REMOVAL AND DISPOSAL OF ACP SHALL BE PERFORMED BY A FLORIDA LICENSED ASBESTOS ABATEMENT CONTRACTOR.
- PERMITS SHALL BE OBTAINED FOR SUBAQUEOUS AND AERIAL PIPE CROSSING CANALS AND OTHER SURFACE WATERS FROM JURISDICTIONAL AGENCIES AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PERMITTED PLANS AND CONDITIONS.
- ALL NEW/REPLACED FACILITIES SHALL BE RESTORED WITH A MINIMUM OF ONE FULL ROW (1" WIDE) OF SOO.
- ON FORCE MAINS LESS THAN OR EQUAL TO 16 INCHES IN DIAMETER, RESILIENT SEAL GATE VALVES SHALL BE INSTALLED AT A MAXIMUM OF 1,000 FEET INTERVALS AND BRANCHES OF INTERSECTING FORCE MAINS ON TEES AND WYES AND AT FORCE MAIN SUBS ON FORCE MAINS GREATER THAN 16 INCHES. VALVES SHALL BE LOCATED AT MAXIMUM 2,500 FEET INTERVALS.
- AIR RELEASE VALVES SHALL BE PLACED AT ALL CANAL CROSSINGS, HIGH POINTS AND OTHER LOCATIONS SPECIFIED BY PSLUSD. THE EOR SHALL CONSULT WITH PSLUSD REGARDING THE TYPE OF VALVE TO BE USED AND ITS LOCATION. FOR BELOW GROUND INSTALLATION, THE AIR RELEASE VALVE SHALL BE LOCATED INSIDE AN ABOVE-GROUND ACCESS STRUCTURE AS SHOWN IN THE STANDARD DETAILS. VALVES SHALL BE SIZED AS PER MANUFACTURER'S RECOMMENDATION.
- PRODUCTS LISTED ON THE QUALIFIED PRODUCT LIST (QPL) HAVE BEEN APPROVED BY PSLUSD FOR USE IN THE CONSTRUCTION OF WATER, WASTEWATER AND RECLAIMED WATER FACILITIES. PRIOR TO THE PRE-CONSTRUCTION MEETING, THE CONTRACTOR SHALL SUBMIT TO PSLUSD A LIST OF PRODUCTS AND EQUIPMENT TO BE INSTALLED SELECTED ON THE QPL. ANY MATERIAL NOT LISTED ON THE QPL SHALL REQUIRE SUBMITTAL OF SHOP DRAWINGS APPROVED BY THE EOR AND REVIEWED BY PSLUSD PRIOR TO ORDERING MATERIALS. USE OF PRODUCTS ON THE QPL WILL EXPEDITE THE REVIEW AND APPROVAL PROCESS AND THEREFORE, IS ENCOURAGED. IF THE APPLICANT PREFERENCES TO USE OTHER PRODUCTS, IT IS STRONGLY SUGGESTED THAT A REQUEST BE SUBMITTED TO INCLUDE SUCH PRODUCTS ON THE QPL.

**STANDARD WATER AND SEWER SEPARATION STATEMENT**

- STORM SEWER, GRAVITY WASTEWATER AND FORCE MAINS CROSSING UNDER POTABLE WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF TWELVE INCHES BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE CROWN OF THE LOWER PIPE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED BETWEEN GRAVITY SEWER OR STORM SEWER, THE CROSSING SHALL BE ARRANGED SO THAT THE STORM/GRAVITY SEWER PIPE JOINTS AND POTABLE WATER MAIN JOINTS ARE EQUAL DISTANCE FROM THE POINT OF CROSSING WITH NO LESS THAN SIX FEET BETWEEN ANY TWO JOINTS. BOTH PIPES SHALL BE D.I.P. AND THE MINIMUM VERTICAL SEPARATION SHALL BE SIX INCHES. WHERE THERE IS NO ALTERNATIVE TO STORM/WASTEWATER/FORCE MAIN MAINS CROSSING OVER A POTABLE WATER MAIN, THE CRITERIA FOR MINIMUM TWELVE INCH VERTICAL SEPARATION BETWEEN LINES AND JOINT ARRANGEMENT, AS STATED ABOVE, SHALL BE REQUIRED, AND BOTH PIPES SHALL BE D.I.P. IRRESPECTIVE OF SEPARATION. IN ALL THE ABOVE CASES D.I.P. IS NOT REQUIRED FOR STORM SEWER PIPE.
- FORCE MAINS CROSSING STORM SEWER SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF TWELVE INCHES BETWEEN THE OUTSIDE OF THE FORCE MAIN AND THE OUTSIDE OF THE STORM SEWER.
- AT THE UTILITY CROSSING DESCRIBED IN ITEMS 1 AND 2 ABOVE, ONE FULL LENGTH OF PVC FORCE MAIN PIPE SHALL BE CENTERED SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE JOINTS. WHERE THIS IS NOT POSSIBLE, JOINTS SHALL BE AT LEAST THREE (3) FEET FROM STORM SEWERS AND SIX FEET FROM GRAVITY MAINS AND FORCE MAINS.
- SEWER SERVICE LATERALS SHALL CROSS UNDER WATER MAINS WITH A MINIMUM VERTICAL SEPARATION OF TWELVE INCHES. IF TWELVE INCHES SEPARATION CANNOT BE MAINTAINED, THEN THE WATER MAIN SHALL BE D.I.P. AND THE SEWER SERVICE LATERAL SHALL BE C-900 SDR 18 OR BETTER AND THE MINIMUM SEPARATION SHALL BE SIX INCHES APART. WHEN IT IS NOT POSSIBLE FOR THE WATER MAIN TO CROSS OVER THE SEWER SERVICE LATERAL A MINIMUM VERTICAL SEPARATION OF AT LEAST TWELVE INCHES MUST BE MAINTAINED. THE WATER MAIN SHALL BE D.I.P. AND THE SEWER LATERAL SHALL BE C-900 SDR 18 OR BETTER.
- MAINTAIN MINIMUM TEN FEET HORIZONTAL DISTANCE BETWEEN POTABLE WATER MAIN OR FORCE MAIN, STORM SEWER OR GRAVITY SEWER MAIN OR ON-SITE SEWAGE DISPOSAL SYSTEMS. ADDITIONAL SEPARATION MAY BE REQUIRED AS DETERMINED BY THE LDRB.

**BID SET**

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FLORIDA STATE ONE CALL OF FLORIDA, INC.

**Kimley»Horn**

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 PHONE: 561-845-0855 FAX: 561-863-8175  
 WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

KHA PROJECT	044261005
DATE	JULY 2023
SCALE	AS SHOWN
DESIGNED BY	SS
DRAWN BY	MAJ
CHECKED BY	TCJ

**SOUTHPORT 24" FORCE MAIN PHASES 2 & 3**

PREPARED FOR  
**PORT ST. LUCIE UTILITY SYSTEMS**

FLORIDA

LICENSED PROFESSIONAL	THOMAS C. JENSEN
FLORIDA LICENSE NUMBER	37290

**GENERAL NOTES**

SHEET NUMBER	C-3
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No. REVISIONS DATE BY  
 Kimley-Horn & Associates, Inc. 2023-07-20 23-11-2023  
 KHA PROJECT 044261005 SOUTHPORT 24" FORCE MAIN PHASES 2 & 3  
 PREPARED FOR PORT ST. LUCIE UTILITY SYSTEMS  
 DRAWN BY MAJ  
 CHECKED BY TCJ  
 DATE JULY 2023  
 SCALE AS SHOWN  
 DESIGNED BY SS  
 LICENSED PROFESSIONAL THOMAS C. JENSEN  
 FLORIDA LICENSE NUMBER 37290  
 SHEET NUMBER C-3







NOTIFICATION OF FPL FACILITIES

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

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

FPL calls your attention to the fact that there may be energized, high voltage electric lines, both overhead and underground, located in the area of this project. It is imperative that you visually survey the area and that you also take the necessary steps to identify all overhead and underground facilities prior to commencing construction to determine whether the construction of any proposed improvements will bring any person, tool, machinery, equipment or object closer to FPL's power lines than the OSHA-prescribed limits.

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.

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):

Table with 5 columns: Power Line Voltages, Personnel and Equipment, Cranes and Derricks, Travel under or near Power Lines (on construction sites, no load), and Equipment. Rows include voltage levels from 0-750 volts to 500,000 volts.

\*When uncertain of the voltage, maintain a distance of 20 feet for voltages up to 350,000 volts and 50 feet for voltages greater than 350,000 volts.
\*\*For personnel approaching insulated secondary conductors less than 750 volts, avoid contact (Maintain 10 Feet to bare energized conductors less than 750 volts). For qualified personnel and insulated aerial lift equipment meeting requirements of 29 CFR 1910.333, distances may be reduced to those shown in 29 CFR 1910.333 Table S-5.

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

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

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

Address

FPL Representative Signature

Date

Customer/Developer/Contractor Representative Signature

Date