

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

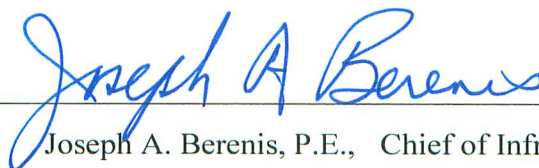
MEMORANDUM

TO: CFX Board Members
FROM: Ben Dreiling, P.E.
Director of Construction
Date: April 6, 2016
Subject: Back-Up Data Center
Commercial Electrical Utility Service
Project No. 599-132

CFX is undertaking the design and construction of a Back-Up Data Center at a location adjacent to the Hiawasse Mainline Toll Plaza. Not included in the Design/Builder's scope is bringing commercial electrical utility service to the project site. Staff, along with Duke Energy, has developed a plan to meet the electrical service requirements of the Back-Up Data Center. Duke Energy has provided CFX an Electrical Service Proposal, Agreement form and Invoice to construct the infrastructure necessary.

Board approval is requested to enter into an agreement with Duke Energy for constructing the electrical infrastructure necessary to serve the Back-Up Data Center for a not-to-exceed amount of \$80,049.10

Reviewed By:


Joseph A. Berenis, P.E., Chief of Infrastructure



WR # 1166970

March 10, 2016

Joseph Berenis
Central Florida Expressway Authority
4974 Orl Tower Road
Orlando, FL
32807

Subject: 7900 East West Expressway, Data Center

Dear Mr. Berenis:

Please review the enclosed documents indicated below. Proper execution of these documents is necessary in order for us to proceed with your request.

ELECTRIC SERVICE PROPOSAL AND AGREEMENT FORM: This document provides you with our proposed job description, our responsibilities to you, and what you need to provide to us in order to schedule work on the project. Please initial each page of this electric service proposal letter, sign the agreement for the electric service form and return the original forms to this office.

INVOICE (WORK AUTHORIZATION): Generated from the Duke Energy Florida, LLC billing department in a separate package.

PLEASE NOTE: IN ORDER FOR DUKE ENERGY FLORIDA, LLC TO PROCEED WITH THE SCHEDULING OF THIS PROJECT, **IT IS REQUIRED** THAT YOU PROVIDE US WITH ALL OF THE INFORMATION LISTED ABOVE.

Please return all appropriate forms as quickly as possible to Duke Energy at the address listed on the invoice: Remittance Processing (BAY 70) PO Box 14042, St. Petersburg, FL 33733

We appreciate your business and look forward to providing you with excellent customer service. Please feel free to call me at 407.905.3323, with any questions you may have regarding the enclosed documents or your service.

Sincerely,

Diana Ibarra
Sr. Engineering Technologist

Enclosures



March 10, 2016

ELECTRIC SERVICE PROPOSAL FOR UNDERGROUND COMMERCIAL DEVELOPMENT

Re: Duke Energy Florida, LLC Work Request Number: **1166970**
Project Name: **East West Expressway Data Center**
Location: **7900 East West Expressway, Winter Garden, FL 34787**
Customer: Central Florida Expressway Authority

Our proposed design is based upon load information and building plans submitted to Duke Energy Florida, LLC. Any changes in building design, project layout, service requirements, or project scheduling must be communicated to your Duke Energy Florida, LLC representative immediately. Any such changes initiated after the completion of our design may result in additional charges and/or delays in our construction scheduling.

Service within the project will be provided by underground facilities as shown on the enclosed drawing.. Service voltage will be 277/480 volts, three phase, four wire.

Under the terms of Duke Energy Florida, LLC's Commercial/Industrial Underground Distribution Policy as approved by the Florida Public Service Commission, there will be a charge of \$ **80,049.10**, to be paid by the customer in advance to aid in the construction of this distribution system.

During or after the completion of our construction, the Customer shall be held financially responsible for any damages to Duke Energy Florida, LLC's equipment or facilities caused by the Customer, the Customer's employees, agents, subcontractors, or other utility companies.

The Customer shall be held financially responsible for any damages caused by Duke Energy Florida, LLC or its subcontractors to any underground facilities or utilities resulting from the Customer's failure to accurately locate and mark all utilities/facilities according to Florida Sunshine locate law requirements prior to the installation of Duke Energy Florida, LLC's facilities. It will be the Customer's responsibility to maintain and refresh any such locates in the field throughout our construction process.

The Customer shall be held financially responsible for all costs incurred by Duke Energy Florida, LLC due to the Customer's failure to comply with any of the other responsibilities described herein.

The Customer will be responsible for the following requirements:

- All cable/trench routes and transformer locations cleared, with final grade established, prior to the installation of Duke Energy Florida, LLC's facilities.

Duke Energy Florida, LLC Florida * 452 E Crown Point Rd, Winter Garden, FL 34787

Customer Initials: _____

- All pertinent lot corners, street locations and proposed underground utilities (i.e. switchgear, transformers, pedestals, pull boxes, street light poles) shall be **staked and maintained**.
- Accurately locate and mark private facilities according to Florida Sunshine locate law requirements prior to the installation of our facilities.
- No paving, landscaping, or sodding shall be done on the trench routes until all necessary Duke Energy Florida, LLC cables or conduits have been installed.

Duke Energy Florida, LLC will not be responsible for any repaving, re-landscaping, or re-sodding, for any reshaping or re-grading of ditches or swales, or for any compaction or testing of its trench route made necessary by the installation of the facilities shown in this proposal, unless such work is a result of the negligence of Duke Energy Florida, LLC. Duke Energy Florida, LLC's normal mode of operation is to use backhoe's shovel and weight to backfill the trench.

It will also be the Customer's responsibility to obtain and install:

1. Approved Duke Energy Florida, LLC meter centers for the type of service indicated.
2. All secondary cable from the building to Duke Energy Florida, LLC's designated point of service.

For further information regarding meter requirements, please contact your local Duke Energy Florida, LLC Engineering Representative or visit our website:

<https://www.progress-energy.com/florida/business/builders-contractors/installations.page>

It will be the responsibility of Duke Energy Florida, LLC to provide, install and maintain all primary conductors, transformers, and other facilities necessary to provide service to the designated points of delivery as indicated on the drawing. We will also provide all necessary easement documents, invoice work authorization, and contracts for execution by the Customer.

In order for Duke Energy Florida, LLC to proceed with the planning and detailed design of our system, it is necessary that the Customer provide Duke Energy Florida, LLC with the following:

1. Payment of all charges.
2. Executed Service Proposal document and signed invoice.
3. Executed easement documents.

All terms and charges of this proposal are valid for 30 days from the date of this letter, after which time they are subject to change in accordance with our rates and tariffs as filed with the Florida Public Service Commission. Installation of our system will proceed relative to the scheduled and actual completion of the project. In the event that the installation of our system cannot be completed within 6 months of the date of this letter as a direct result of the progress of the entire project, that portion of our system which has not been installed may be subject to change in accordance with our filed rates and tariffs.

Please initial each page of this electric service proposal letter, sign the Agreement for Electric Service form and return the original forms to this office.

Customer Initials: _____

Duke Energy Florida, LLC Florida * 452 E Crown Point Rd, Winter Garden, FL 34787

**AGREEMENT FOR ELECTRIC SERVICE
BETWEEN
DUKE ENERGY FLORIDA, LLC FLORIDA, INC. (the "UTILITY")
AND
_____ (the "APPLICANT")**

WHEREAS, the Utility owns and operates an electric distribution system in Orange County, Florida, in which the Applicant owns a real property development to be known as East West Expressway Data Center (the "Development"), on which the Applicant has constructed or proposes to construct certain improvements; and

WHEREAS, the Utility desires to cooperate with the Applicant and to install an electric distribution system for the development as described in the Utility's electric service proposal dated March 10, 2016, including the various attachments specified therein, (the "Proposal"), which is incorporated herein and made a part hereof by this reference;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements hereinafter set forth, the parties hereby agree as follows:

1. Upon compliance by the Applicant with all of the provisions of the Proposal, in a manner acceptable to the Utility, the Utility shall install, operate and maintain an electric distribution system consisting of facilities and related equipment for providing electric service in accordance with the Proposal. Facilities will be provided for single phase service only, except as otherwise indicated in the Proposal.
2. The Applicant agrees to the charge set forth in the Proposal to aid in the construction of the distribution system, which amount is to be paid before construction by the Utility commences.
3. In the event the Applicant makes or causes to be made, any changes in the distribution system in the Proposal, the Applicant agrees to pay the Utility all additional costs incurred by it as a result of such changes. The Applicant further agrees to pay the Utility for any damages to its equipment or facilities caused by the Applicant, its employees, agents, or sub-contractors.
4. The Applicant agrees to convey to the Utility, without cost, all easement rights, including ingress and egress, necessary and convenient to the Utility for the purpose of constructing, operating, maintaining, and removing the distribution system.
5. The Applicant shall provide service entrance facilities in accordance with the Proposal and the Rules and Regulations of the Utility, including the current published "Requirements for Electric Service and Meter Installations".
6. Nothing in this Agreement shall be construed to have the effect of vesting in the Applicant any right, title or interest in or to any distribution facilities, all of which shall be and remain the exclusive property of the Utility.
7. This Agreement is subject to the regulatory jurisdiction of the Florida Public Service Commission and the terms and charges hereof are contingent upon any applicable changes approved or directed by the Commission to the Rules and Regulations or the Rate Schedules contained in the Utility's tariff. No other changes to this agreement shall be effective unless agreed to in writing.
8. This agreement incorporates all prior agreements between the Applicant and the Utility concerning the Subject development and all other representations or understandings not set forth herein are superseded and ineffective.

_____ (Applicant)

DUKE ENERGY FLORIDA, LLC

By: _____

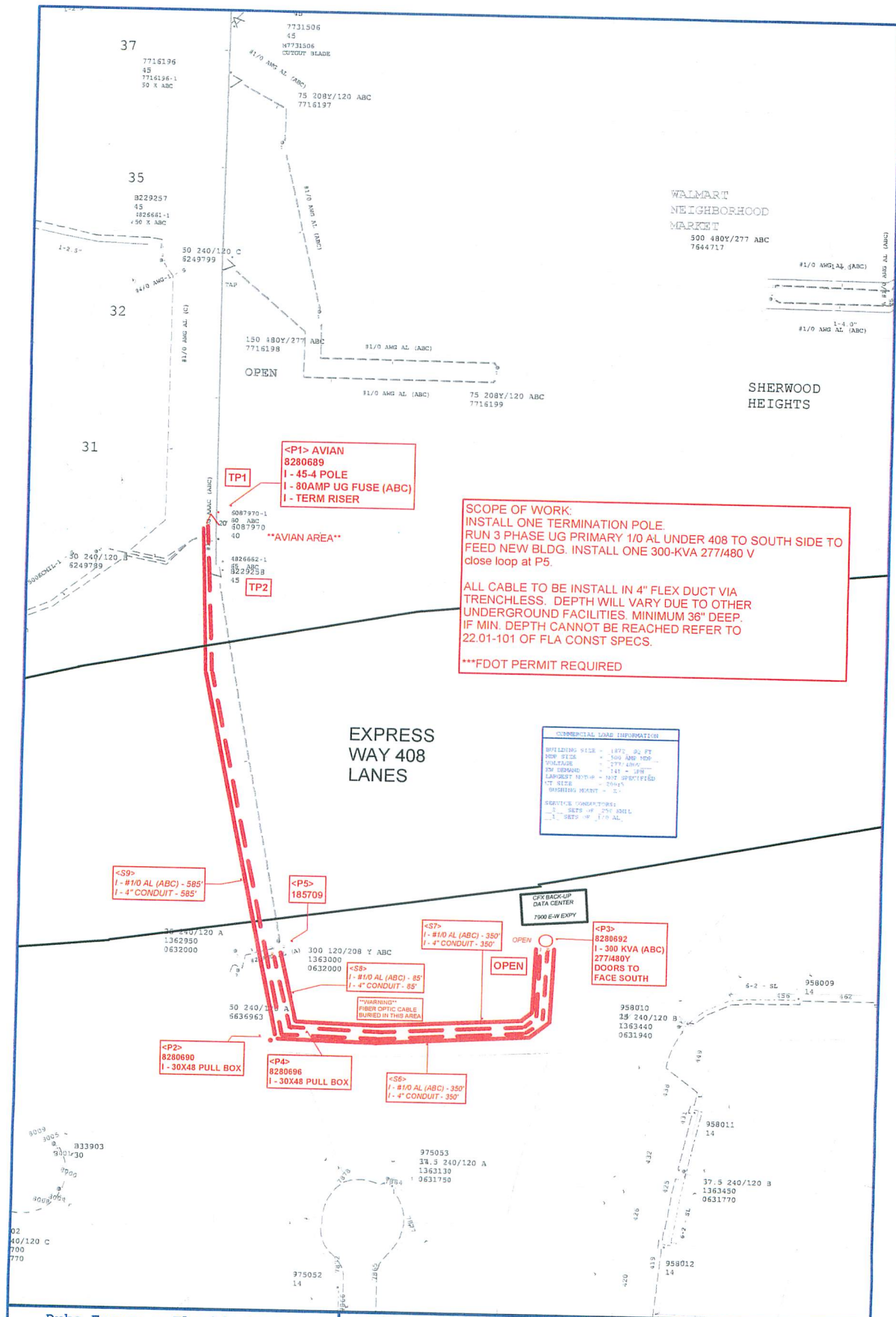
By: Diana Ibarra

Title: _____

Title: Sr. Engineering Technologist

Date: _____

Date: March 10, 2016



Duke Energy - Florida Region		PRE-JOB SAFETY BRIEFING REQUIRED BEFORE STARTING WORK	
7900 EAST-WEST EXPY WINTER GARDEN, FL 34787		BREAKER: M1092	
JOB TYPE: COMMB		UPSTREAM PROTECTION DEVICE RECLOSER 6505029	
DRAWN BY: Ibarra, Diana A DATE: 3/10/2016 TRUCK ACCESS: OPEN TAKING AUTHORITY: JENSEN S-T-R:		WORK REQUEST: 1166970 OPERATION CENTER: WINTER GARDEN TA: WG58 LAT LONG: 28.54767, -81.47130	
		SHEET 1 OF 1	

Duke Energy
St. Petersburg, FL
3/14/2016

INVOICE Reprint

Please mail remittance and signed copy of Invoice
to:

Duke Energy
Remittance Processing (BAY 70)
PO Box 14042
St. Petersburg, FL 33733

Service Address:

7900 EAST-WEST EXPY
WINTER GARDEN FL 34787

Customer Number:

3319151448

WMIS WR Number:

1166970

Work Description:

NSTALL UNDERGROUND PRIMARY IN CONDUIT AND 300-KVA,277/480V

Total CIAC Due: \$ 80,049.10

This invoice reflects Contribution in Aid of (CIAC) Construction for the above reference work.

Agreement: The customer acknowledges receipt of invoice cover letter and further understands Customer is responsible for removing all obstructions from the route along which the Company's facilities are to be installed. Company shall not be responsible for any damage to shrubs, trees, grass, sod or any other foliage or property caused by the Company's equipment during installation of the Company's facilities. In addition, the Company shall not be responsible for the repair or replacement of underground facilities on the Customer's property damaged during the installation of the Company facilities, unless, prior to the Company's construction, the Customer clearly identified and marked the location of such facilities.

The undersigned hereby authorizes Duke Energy to perform this work with necessary labor, facilities and equipment and acknowledges the invoice amount becomes invalid if the signed agreement is not received by Duke Energy on or before 30 days.

Customer Signature

Date: _____

Name (please print or type)