



**CITY OF GAINESVILLE d/b/a
GAINESVILLE REGIONAL UTILITIES**

UTILITY AGREEMENT

THIS AGREEMENT TO BE COMPLETED PRIOR TO APPROVAL OF PLANS BY GRU

Applicant: Owner/Developer

Name: _____ Contact Person: _____
 Mailing Address: _____
 _____ Zip: _____
 Phone: _____ Fax: _____ E-Mail: _____

Engineer

Name: _____ Contact Person: _____
 Mailing Address: _____
 _____ Zip: _____
 Phone: _____ Fax: _____ E-Mail: _____

Property Description

Section _____ Township _____ Range _____ Grant _____
 Tax Parcel No. _____ Acreage _____

Development Name: _____

Street Address or Detailed Location: _____

Type of Development and Number of Units Below: (check only one)

- Single Family _____ total units Multifamily _____ total units, _____ total bedrooms Commercial
 Industrial

Size and Number of Water Meter(s) Below:

Amt	Building Type	Number of BR/Total Area (sq ft)	Avg. Daily Flow (gpd)	Peak Flow (gpm)	Meter Size (in)

Type of Electrical Service Requested Below: (check only one)

- 120/240V Single Phase 120/208V Three Phase 277/480V Three Phase
 7200/12470V Three Phase Primary Meter

Project Meeting Date: Approximate Construction Start Date:

Applicant's initials _____
 GRU Representative Initials _____



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UTILITY SERVICES: (check all that apply)

Water

- Oversizing Agmt. (Att. 1)
- Private Owner Agmt. (Att. 2)
- Other _____

Wastewater

- Oversizing Agmt. (Att. 1)
- Private Owner Agmt. (Att. 2)
- Lift Sta./Force Main Agmt. (Att. 3)
- Other _____

Reclaimed Water

- Oversizing Agmt. (Att. 1)
- Private Owner Agmt. (Att. 2)
- Other _____

Electric

- Electric Conduit Installation Agmt. (Att. 4)
- Other _____

Gas

- Contractor Installed Casing and/or Trench Agmt. (Att. 5)
- Other _____

GRUCom

- Communications Conduit Installation Agmt.(Att. 6)
- Other _____

The terms and conditions of any additional agreements for utility services marked above as applicable and attached hereto, i.e., Attachments 1 thru 6, are hereby incorporated into this Utility Agreement as if fully set out and Applicant agrees to be bound thereunder.

Joint Trench: Yes No (See Energy Delivery Guide for Joint Trench Procedures)
 GRU Electric GRU Gas GRUCom
 Cox Communications AT&T



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The Owner and/or Developer Applicant, hereinafter referred to as the “Applicant,” is the Owner of certain utilities serving the above named Project(s) and desires to forever dedicate, in fee simple, these facilities to the City of Gainesville, Florida d/b/a GRU, a municipal corporation organized and existing under the laws of the State of Florida and thereafter receive utility service. If the Applicant desires to retain ownership of all or any part of these utility facilities, the Applicant must indicate as such on Page 1 of this Utility Agreement Form and the completed Private Ownership Agreement must be attached to this Utility Agreement Form.

The City of Gainesville d/b/a Gainesville Regional Utilities (GRU) owns and operates public utilities defined in this agreement as water distribution, reclaimed water distribution, wastewater collections systems, electric and gas transmission and distribution systems, and communication services. GRU desires to obtain ownership and the City/GRU, its successors and assigns, agree to perpetually operate and maintain these dedicated facilities in accordance with its published ordinances and policies as part of its utility system.

In consideration of the foregoing and the mutual promises set out in this Agreement the applicant agrees to the following:

A) APPLICANT'S OBLIGATIONS:

1. INSTALLATION: The Applicant hereby agrees to represent and warrant that all utilities subject to this agreement shall be installed as specified by utility plans approved by GRU and in accordance with the prevailing edition of the following law, city code, administrative guidelines, policies and standards more specifically defined below and which are by this reference incorporated into this agreement as if fully set forth herein:

- City of Gainesville Code of Ordinances
- GRU’s Manuals, Guides and Standards:
 - ◆ GRU Design Standards and Construction Details – Potable Water, reclaimed Water, Wastewater
 - ◆ GRU Construction Standards for Potable Water, Wastewater, Reclaimed Water, Lift Stations, and Jack and Bore
 - ◆ GRU Water, Wastewater, and Reclaimed Water Systems Policy and Procedures Manual



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- ◆ Electric Distribution Approved Materials Manual
- ◆ Electric Distribution Construction Standards Manual
- ◆ Gas Standards and Approved Materials Manual
- ◆ Energy Delivery Service Guide
- ◆ Telecommunications Conduit Installation Standards
- ◆ Vegetation Management Design Standards

In the event of a conflict between any of these standards, the utility that is the subject of this application has precedence. If more than one utility is the subject, GRU shall determine the order of precedence and so inform the Applicant in writing.

To the extent that any utility systems installed are not in compliance with these policies or standards the Applicant shall correct any deficiencies to bring these systems to an acceptable condition as determined by GRU. GRU reserves the right to deny service to the Applicant upon notification that the subject service is in non-conformance with applicable standards or utility plans approved by GRU.

NOTWITHSTANDING any other provision of this agreement, it is understood that in the event any amendments to ordinances, administrative guidelines or policies of GRU regarding developer installed utility facilities after the execution of this agreement, amended ordinance(s) or policy(s), otherwise known as the current applicable ordinance(s) or policy(s), shall apply to those utility facilities constructed after the effective date of such amendments.

2. **MATERIALS AND EQUIPMENT ADDED TO THE SYSTEM:** The Applicant agrees that GRU retains the sole right to specify the size, type, and design of all utility systems and any other incidental components that may be required or added to the utility system.
3. **PAYMENT REQUIREMENTS:** All monies paid to GRU, relating to service to a particular location shall be paid by the Applicant in accordance with the fees, rates and charges which are in effect at the time payment is made prior to rendering service.
4. **RIGHTS OF WAY AND EASEMENTS:** In accordance with the Gainesville Code of Ordinances, the Applicant shall grant or cause to be granted to GRU, without cost, all on-site and off-site rights-of-way, easements, deeded lands and privileges (hereinafter "Land Rights"), which GRU in the exercise of its sole discretion requires for the rendering and maintaining of utility service, for the proposed phase and all future phases of the subject project. The Applicant shall also grant or cause to be granted to GRU any Land Rights required for connecting and expanding utility service to any property or new development which is adjacent to the subject project property. The



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locations of all required Land Rights shall be included and shown in the utility construction drawings. The granting of Land Rights to GRU may include but is not limited to easements and rights-of-way dedicated by recorded plat, fee simple title, and metes and bounds or blanket easements. In the event that a GRU lift station is required, GRU requires a minimum 50 foot by 50 foot site to be conveyed to GRU by a warranty deed. Applicant shall provide GRU with any surveys, metes and bounds legal descriptions, and sketches prepared by a registered land surveyor as needed for GRU's preparation of any instruments of conveyance or other legal documents as required.

5. **OBSTRUCTIONS WITHIN EASEMENTS:** The Applicant agrees that no structures including, but not limited to, buildings, obstacles, signs, walls, vegetation or fences, where GRU in the exercise of its sole discretion, deems such structures unreasonably interferes with the operation and maintenance of its facilities, shall be located, constructed or created within any easement areas. Applicant hereby assumes all risk of loss for any structures placed within any easement area. Any permanent structures placed within an easement creates an encroachment, therefore, GRU will require removal at Applicant's expense and that the Applicant indemnify and hold harmless GRU from all claims and suits for damage to property and injuries to persons, including death, arising out of or relating to the existence or removal of the encroachment, or GRU's operation and maintenance of its utility facilities within the easement area and as related to the existence of the encroachment.

Moveable fences, gates and vegetation may be permitted within easement areas, provided they are placed so as to allow ready safe access to utility facilities and provide a working space of not less than:

- six feet (6')
 - from fire hydrants
 - water and sewer manhole centers
- ten feet (10') horizontal clearance from
 - the opening side of any electric pad mounted equipment
 - electric manhole centers,
- three feet (3') from
 - electric, gas and water meters
 - valve box centers,
- four feet (4') horizontal clearance from
 - the remaining three (3) sides of any pad mounted equipment
 - around flush mounted electric boxes
- clear to the sky-vertical clearance for
 - any electric pad mounted equipment
 - electric manholes
 - flush mounted electric boxes



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Areas shall remain free of debris to allow access to equipment by GRU personnel, not to be sodded over or landscaped around, free of dirt and maintained at or above ground level for the ease of locating.

Gates shall have a minimum of a ten foot (10') opening for drivable access and gate shall be maintained by owner and remain unlocked for access. If lock is required, GRU system lock will be installed.

Electric facilities must be accessible from the roadway or closer paved surface, this pertains to both overhead and underground facilities.

6. **INGRESS AND EGRESS**: The Applicant shall provide ingress and egress to GRU at no charge for the purpose of accessing the utility systems as identified in the approved construction drawings.

7. **CONVEYANCE OF FACILITIES**: The Applicant shall convey to GRU, legal title to all developer installed utility systems as constructed in accordance with the approved construction drawings free of any claims, liens, encroachments or encumbrances. Upon execution of this agreement by both parties, and upon acceptance of the subject facilities by GRU, the Applicant shall be released from, and GRU will accept, all responsibility for the operation and maintenance of those facilities, other than the obligations of this Paragraph 7 and as expressly stipulated or described in the Applicant's Guarantee of the Work (See Line 9 Below).

8. **CERTIFIED COST**: Upon completion of construction and prior to acceptance by GRU of the completed utility facilities, GRU may require the Applicant to furnish to GRU a certified cost summary describing property units conveyed to GRU on forms to be provided. GRU retains the sole right to specify and the applicant agrees to construct any oversizing or extensions that in the opinion of GRU are necessary to provide utility service to adjacent or future sites. The Applicant certifies that all requested oversizing of facilities shall be completed in accordance with the terms and conditions of the applicable Oversizing Agreement, if any, and shall be specifically identified in the Certified Cost summary.

9. **APPLICANT'S GUARANTEE OF THE WORK**: The Applicant shall guarantee all materials and workmanship for a period of one (1) year after the date of the completion letter. If any work should require repair or replacement due to faulty workmanship or failure of materials within a period of one (1) year of the date of the completion letter, the Applicant shall make all repairs required to bring the system(s) to an acceptable condition as determined by GRU. The cost of all repairs during this maintenance period shall be the responsibility of the Applicant.

10. **CONSTRUCTION PLAN APPROVAL**: The Applicant shall obtain a Utility Construction Permit (UCP) from GRU prior to the start of construction. Substantial and progressive



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construction must begin in accordance with the approved plans within six (6) months from the date of UCP approval or the permit for construction shall expire. If the UCP expires, the Applicant shall be required to resubmit an application to GRU or receive a written extension to the expiration date from GRU. The expired plans shall be subject to review and modifications which may be necessary to bring the plans into compliance with the standards, specifications and policies in affect at the time the re-application is made. Any additional connection charges resulting from new charges imposed or amendments to, or changes occurring post-plan expiration, must be paid by the Applicant prior to rendering service.

11. INDEMNIFY/HOLD HARMLESS: Pursuant to Sections 725.06 and 725.08, Florida Statutes, this Utility Agreement may qualify as a professional services contract or it may qualify as a construction contract and Applicant may qualify as a design professional. Notwithstanding the provisions of Section 725.06, Florida Statutes, Applicant agrees to indemnify and hold harmless the City of Gainesville, GRU, its elected officials, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Applicant, design professional, and other persons employed or utilized by Applicant, or design professional in the performance of this Agreement.
12. ADDITIONAL FORMS: This Utility Agreement must include all the Agreements and Forms as indicated on Page 2 The Applicant must comply with the obligations as specified in the attached agreements.

B) GRU'S OBLIGATIONS:

1. GRU agrees that upon acceptable completion and testing of the utility systems in the approved phases of the subject project, and subject to Applicant's guarantee of the work, to accept responsibility for the perpetual operation and maintenance of these facilities, in accordance with all Federal, State and local requirements, and in accordance with prudent utility practices.
2. GRU shall provide utility service, to the extent utility system capacity is available, to all individual properties within approved phases of the subject project, in accordance with current Utility Service Policies and the City of Gainesville Code of Ordinances upon receipt of the following:
 - ◆ acceptance and release by the Florida Department of Environmental Protection (FDEP) and/or other permitting agencies, where applicable; and,
 - ◆ payment of all appropriate fees by the Applicant and payment of any applicable connection charges by the customer; and,
 - ◆ acceptable instruments of conveyance granted to GRU, without cost, for all on-



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site and off-site rights-of-way, easements, and privileges, necessary for GRU to install, operate and maintain the requested utility facilities for service to the subject project.

C) GENERAL:

1. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein.
2. This Agreement shall be construed in accordance with the laws of the State of Florida.
3. Should any litigation arise out of this Agreement, the same shall be prosecuted in the Circuit Court of the 8th Judicial Court, Alachua County, Florida or the state court having jurisdiction and so located.
4. No modifications of this Agreement shall be effective unless in writing signed by both parties.

DATED this _____ day of _____, 201__.

APPLICANT OR AUTHORIZED REPRESENTATIVE
(Letter of Authorization to GRU required if not signed by Applicant)

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By: _____
(Please Print)

By: _____
(Please Print)

Signature: _____

Signature: _____

Title: _____

Title: _____

PLEASE NOTE: The water/wastewater infrastructure (Developer) fees will be invoiced once the Utility Construction permit is issued. These fees can include extension of water or sewer mains, meters, connection charges, inspection fees, etc.



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The entity responsible for the payment of the invoice must be a Gainesville Regional Utilities (GRU) customer or have an approved application with GRU Customer Service.