



Florida Power & Light Company
 P.O. BOX 2019
 CALLAHAN FL 32011

LUMP SUM RELOCATION AGREEMENT

Applicant NASSAU COUNTY agrees to pay FPL the lump sum amount of \$9,412.00 to relocate EXISTING FPL OVERHEAD FACILITIES AT THE INTERSECTION OF GENE LASSERRE BLVD AND STATE ROAD 200 AND CHRISTIAN WAY AND STATE ROAD 200. FACILITIES ARE IN DOT RIGHT-OF-WAY FOR NEW TRAFFIC SIGNAL POLES.

Applicant understands that this cost is valid for 180 days from the date of this agreement and is based on the Applicant's plans which are dated 3/11/2009. Applicant also agrees that any scope of work changes listed below will result in FPL providing a revised Lump Sum cost which Applicant is obligated to pay.

These scope changes are:

1. Change in Applicant's plans/schedule which will affect FPL's relocation.
2. Any error in Applicant's plans which will affect FPL's relocation.

Applicant agrees to pay FPL in advance the full Lump Sum amount for this relocation. This Lump Sum amount is non-refundable, provided, however if this agreement is terminated or indefinitely suspended, the Applicant shall be responsible for the costs actually incurred by FPL and any additional cost incurred by FPL to restore FPL's facilities to complete operational capability and FPL shall refund the balance.

Applicant acknowledges that high voltage electric lines are located in the area of Applicant's project and agrees to warn its employees, agents, contractors and invitees, new and experienced alike, of the danger of holding on to or touching a cable or other piece of equipment that is located or working close to any overhead power line and to use all safety and precautionary measures when working under or near FPL's facilities. Applicant acknowledges and agrees that it has read and will comply with the Notification of FPL Facilities attached hereto.

Limitations of Liability. Neither Party shall be liable in contract, in tort (including negligence), or otherwise to the other Party for any incidental or consequential loss or damage whatsoever including but not limited to loss of profits or revenue on work not performed, for loss of use or under utilization of the Party's facilities, or loss of use of revenues or loss of anticipated profits resulting from either Party's performance, nonperformance, or delay in performance of its obligations under this Agreement.

Indemnification. The Applicant shall indemnify, defend and hold harmless FPL, its parent, subsidiaries or affiliates and their respective officers, directors and employees (collectively "FPL Entities") from and against any liabilities whatsoever, occasioned wholly or in part by the negligence of the Applicant, its contractors, subcontractors or employees, including attorney fees, for injury to or death of person(s) and property damage arising or resulting in connection with any activity associated with work or service under this Agreement, **EXCEPT** if the liability arises out of a claim made by an employee of the Applicant, its contractors or assigns, the Applicant shall indemnify FPL Entities whether or not the damage or liability is due to or caused by the sole negligence of FPL Entities. The Applicant's obligation to protect, and hold FPL Entities free and unharmed against such liabilities shall extend up to, but shall not exceed the sum \$1,000,000 combined single limit for injuries to or death of person(s) or damage to existing property arising out of a single occurrence, except in the event Applicant is insured for liability with limits in excess of \$1,000,000 combined single limit for injuries to or death of person(s) or property arising out of a single occurrence, Applicant's said obligations shall extend up to but shall not exceed the limits of that insurance. Applicant's costs of defending FPL Entities, including Applicant's attorneys' fees, are excluded from and are in addition to the aforesaid limitation of liability for injury, death and property damage.



Insurance. If the Applicant utilizes its own personnel in the construction or maintenance work around the subject Facilities, the Applicant shall furnish FPL with evidence of insurance maintained by Applicant insuring FPL Entities from liabilities assumed under the above indemnification. Said insurance shall contain a broad form contractual endorsement or, alternatively, the Applicant shall cause FPL, its parent, subsidiaries and affiliates and their respective officers, directors and employees to be named as additional named insured on the Applicant's comprehensive general liability policy. Such liability coverage shall be primary to any liability coverage maintained by or on behalf of FPL up to the \$1,000,000 limit of liability.

In the event that the policy is on a "claims made" basis, the retroactive date of the policy shall be the effective date of this or such other date as to protect the interest of FPL and the coverage shall survive the termination of this Agreement until expiration of the maximum statutory period of limitations in the State of Florida for actions based in contract or in tort (currently, five years). If coverage is an "occurrence" basis, such insurance shall be maintained by the Applicant during the entire term of this Agreement. The policy shall not be canceled or materially altered without at least thirty (30) days written notice to FPL.

The Applicant shall provide FPL with evidence of such liability insurance coverage and the standard insurance industry form (ACORD) without modification. A copy of the policy shall be made available for inspection by FPL upon reasonable request.

Contractor Indemnification. The Applicant further agrees to include the following indemnification in all contracts between the Applicant and its general contractors who perform or are responsible for construction or maintenance work on or around the subject FPL Facilities:

"The Contractor hereby agrees to release, indemnify, defend, save and hold harmless the Applicant and FPL, its parent, subsidiaries, affiliates or their respective officers, directors, or employees, from all claims, demands, liabilities and suits whether or not due to or caused by negligence of the Applicant or FPL for bodily injuries or death to person(s) or damage to property resulting in connection with the performance of the described work by Contractor, its subcontractor, agents or employees. This indemnification shall extend up to but shall not exceed the sum of \$1,000,000.00 for bodily injury or death of person(s) or property damage combined single limit and \$3,000,000 occurrence aggregate. In the event the Contractor is insured for liability with limits in excess of these amounts, Contractor's said obligation shall extend up to but shall not exceed the limits of that insurance. Contractor's costs of defending Applicant and FPL, including attorneys' fees are excluded from and are in addition to the aforesaid limitation of liability for injury, death and property damage."

Contractor Insurance and Notice. The Applicant agrees to require its contractors to obtain insurance to cover the above indemnity and further agrees to verify with its contractors that such insurance is in full force and effect. The Applicant shall provide FPL Group Inc.'s Risk Management Department with notice of the name and address of Applicant's contractors prior to the commencement of the Relocation of FPL Facilities by FPL.

This agreement may be terminated at any time upon written agreement between Applicant and FPL.

FLORIDA POWER & LIGHT COMPANY:

By: Robert Haddock

Print Name: ROBERT HADDOCK

Title: TECHNICAL SPECIALIST

Date: 04/13/2009

APPLICANT:

By: [Signature]

Print Name: Barry S. Holloway

Title: Chairman

Date: 05-05-09

Attest to Chairman's Signature

[Signature]
John A. Crawford
Ex-Officio Clerk
ESK
5/5/09

Approved as to form by County Attorney

[Signature]
David A. Hallman

**Work Request Charges Quotation
FPL-Power Systems**

To: NASSAU COUNTY
05350-042-0346
96161 NASSAU PL
YULEE, 32097

Quote Number: NF34553771
Description: RE-ARRANGE FPL OVERHEAD FACILITIES
FOR NEW TRAFFIC SIGNALS AT GENE
LASSERRE BLVD AND STATE ROAD 200

Quote Date: 4/13/2009
Preferred Option: Yes
No. Payments:
Project:

Quotation Details

Description	Refundable?	Unit Cost	Quantity	Total	Due Before Work	Paid
Lump Sum	No	9,412.00	1	9,412.00	Y	

Charges Due Before Work Starts:	9,412.00	
Tax:	0.00	
Subtotal:		9,412.00
Charges Due On Completion:	0.00	
Tax:	0.00	
Subtotal:		0.00

RETURN TO:
FPL
PO BOX 2019
CALLAHAN FL 32011

Total Charges:	9,412.00
Total Tax:	0.00
Total Including Tax:	9,412.00
Total Refundable:	0.00
Total Non-Refundable:	9,412.00



RECEIVED
APR 13 2009

Florida Power & Light Company
P.O. BOX 2019
CALLAHAN FL 32011

BY:.....

April 13, 2009

Compass Group, Inc
961687 Gateway Blvd. Suite 201M
Amelia Island FL 32034

RE: Relocation of FPL Facilities at Gene Lasserre Blvd and State Road 200

Mr. Ron Flick:

Enclosed please find a new Lump Sum Relocation Agreement and Work Request Quote

I have enclosed a charge Quotation in the amount of \$9,412.00 to relocate the existing FPL overhead facilities at the intersection of Gene Lasserre Blvd and State Road 200

Please return signed agreement and payment to FPL at the above address and we will proceed to schedule work.

If you have any questions, please do not hesitate to call.

Thank you

A handwritten signature in black ink that reads "Robert E. Haddock".

Robert E. Haddock
Technical Specialist
904-696-7403