

CS-09-194

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.

CM1574

CONTRACTOR INFORMATION

Name: Florida Power & Light Company (FPL)

Address: 303 Hastings Road, St. Augustine, Florida 32284
City State Zip

Contractor's Administrator Name: Bob Haddock Title: _____

Tel#: 904-696-7403 Fax#: _____ Email: _____

CONTRACT INFORMATION

Contract Name: Lump Sum Relocation Agreement Contract Value: \$1,732.00

Brief Description: Lump sum amount of \$1,732.00 to relocate overhead facilities on CR121 north of the Borderdash Place and County Road 121 intersection in Baldwin, Florida

Contract Dates : N/A Status: New Renew Amend# WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other Utilities

If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____ No Increase

New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1. [Signature] 3-29-10 03404541-534000
Department Head Signature Date Funding Source/Acct #
2. [Signature] 4-5-10
Contract Management Date
3. [Signature] 4-6-10
County Attorney (approved as to form only) Date
4. [Signature] 4/8/10
Office of Management & Budget Date

Comments: _____

COUNTY COORDINATOR - FINAL SIGNATURE APPROVAL

[Signature] 4/8/10
Edward Sealover Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

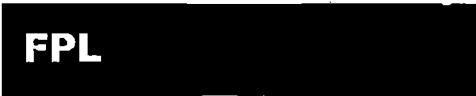
Original: Clerk's Services; Contractor (original or certified copy)

Copy: Department
 Office of Management & Budget
 Contract Management
 Clerk Finance

RECEIVED
 CONTRACT MANAGEMENT
 2010 MAR 30 PM 2:00



PO BOX 2019 CALLAHAN, FL 32011



Fax

To: Rhonda Sikes

From: RYAN TOASTON

(904)696-7424, FX (904) 696-7407

Fax: 904-845-3482

Pages: 3- Including cover sheet

Phone:

Date: 1/27/10

Re: Relocation Cost (CR 121, Baldwin, FL) CC:

Urgent For Review Please Comment Please Reply Please Recycle

● **Comments:** Here is the cost to relocate the facilities on CR 121 in Baldwin, Florida north of the US 90 and CR 121 intersection.

Payment should be mailed to the following address.

FPL
303 Hastings Rd.
St. Augustine, FL 32284

Please sign and return agreement with payment.



Florida Power & Light Company

LUMP SUM RELOCATION AGREEMENT

Applicant Nassau County / Road Department agrees to pay FPL the lump sum amount of \$1732 to relocate overhead facilities on CR 121 north of the Borderdash PL & CR 121 intersection in Baldwin, FL.

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 TBA. 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. In order to work toward achieving your desired construction schedule, we would appreciate payment as soon as possible. Along with the easement needed to install our facilities in the newly desired location.

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



Florida Power & Light Company

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: _____

Print Name: Ryan A. Toaston

Title: Engineer II

Date: 1/27/10

APPLICANT:

By:  _____

Print Name: ~~Butch Hartman~~ Edward Sealover

Title: ~~Road & Bridge Superintendent~~ Co. Coordinator

Date: ~~03-24-10~~ 04/09/10

George Aviles

From: Ronda Sikes
Sent: Tuesday, March 23, 2010 8:14 AM
To: George Aviles
Subject: FW: FPL Relocation Agreement

Ronda Sikes

From: David A. Hallman
Sent: Tuesday, March 23, 2010 8:08 AM
To: Ronda Sikes
Cc: Joyce Bradley
Subject: RE: FPL Relocation Agreement

It is ok.

David A. Hallman
Nassau County Attorney
96135 Nassau Place, Suite 6
Yulee, Florida 32097
Phone (904) 548-4590
FAX (904) 321-2658

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From: Ronda Sikes
Sent: Monday, March 15, 2010 2:02 PM
To: David A. Hallman
Cc: Joyce Bradley
Subject: FPL Relocation Agreement

<< File: 20100315094032242.pdf >>

Road Department needs FPL to move a Power Pole, please review the attached FPL Relocation Agreement, if everything is ok, I will process this for a check request.

If you have any questions regarding this issue, please feel free to contact me via e-mail or at the number listed below.

Thank you,



Ronda Sikes
Assistant to Butch Hartman
Nassau County Road & Bridge Dept
37356 Pea Farm Road
Hilliard, FL 32046
904-845-3610
rsikes@nassaucountyfl.com