

CG-17-156

CONTRACT APPROVAL FORM

(Contract Management Use only)

**CONTRACT TRACKING NO.
CM2521**

CONTRACTOR INFORMATION

Name: Florida Public Utilities Company

Address: 780 Amelia Island Parkway Fernandina Beach, FL 32034
City State Zip

Contractor's Administrator Name: Linda Winston Title: Account Manager

Tel#: (904) 753-0747 Fax: (904) 277-2349 Email: lwinston@fpuc.com

CONTRACT INFORMATION

Contract Name: Natural Gas Service Agreement Contract Value: \$33.00 monthly

Brief Description: Provide gas service to the R&B maintenance shop located at 86200 Gene Lasserre Blvd. Yulee, FL; Deposit \$290, Connect Fee \$75.00

Contract Dates : From: _____ to: _____ Status: New Renew Amend# WA/Task Order

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

If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____

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

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- | | |
|---|---|
| 1. <u>Rebecca Poy</u> <u>12/27/17</u>
Department Head Signature Date | <u>Road & Bridge</u>
Submitting Department |
| 2. <u>Charlotte Young</u> <u>12/28/17</u>
Contract Management Date | <u>03404541-543000</u>
Funding Source/Acct # |
| 3. <u>[Signature]</u> <u>1/10/18</u>
Office of Management & Budget Date | |
| 4. <u>[Signature]</u> <u>1/14/18</u>
County Attorney (approved as to form only) Date | |

Comments: _____

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

[Signature] 1-25-18
Shanea D. Jones 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



Natural Gas Service Agreement

The applicant named on this front page hereof identified as ("Customer") agrees to buy gas from Florida Public Utilities ("Company"), and Company agrees to sell gas to Customer under the rate classification indicated on the first page hereof and under the terms and conditions of this contract and pursuant to the applicable provisions of Company's tariff approved by the Florida Public Service Commission.

Customer: Nassau County Road & Bridge Department Phone: 904-530-6175

DBA: Nassau County Maintenance Shop

Service Address: 86200 Gene Lasserre Blvd, Yulee, FL 32097

Mailing Address: 37356 Pea Farm Rd, Hilliard, FL 32046

Rate Class: C2 Connect Fee: \$75.00 Monthly Charge: \$33.00

Account Deposit: \$290.00 Appliance Conversion Charge: N/A

Company contends to provide gas service to the Customer in consideration of the following appliance(s) being installed for gas operation with the estimated annual consumption.

Estimated Annual Usage in Therms: 870

Gas Appliance(s) Schedule		Description
1.00	Other-1	Large Generator
4.00	Other-2	Heaters

Account Manager: Linda Winston Phone: (904) 753-0747

Field Coordinator: Cedric Michell- FERNANDINA BEACH Phone: (561) 215-0165

This agreement shall not be binding upon Company until approved and accepted on its behalf by one of its representatives in the space provided below, and thereafter shall bind and benefit the parties hereto for the term of () years after the commencement of service by Company to Customer and thereafter from year to year until written notice of cancellation shall be given by either party to the other at least 90 days prior to the annual renewal date, their successors and assigns. This agreement may not be amended or modified except by an instrument in writing signed by the Company and Customer.

APPROVED AND ACCEPTED:

By: *Linda Winston*
Florida Public Utilities Agent's Signature

Linda Winston
Account Manager

By: *Shanea Jones*
Customer's Signature

Shanea Jones
Customer

1-23-18
Date

Customer elects a minimum annual commitment in lieu of the advance in aid of construction as described on applicable tariff rate schedule. (Applicable only to Customers Natural Gas Vehicle Service Rates)



Natural Gas Service Terms and Conditions

The appliance names on the front page hereof identified as ("Customer") agrees to buy gas from Florida Public Utilities ("Company"), and Company agrees to sell gas to Customer under the rate classification indicated on the first page hereof and under the terms and conditions of this contract and pursuant to the applicable provisions of Company's tariff approved by the Florida Public Service Commission.

Customer and owner agree to permit the Company to install its facilities on the property listed on the first page hereof and to provide Company with egress and ingress to install, maintain or remove its gas line and equipment and to periodically read meter. Customer and owner further agree that all facilities installed by the Company, up to and including the outlet of the gas meter, shall forever remain the property of the Company. Customer, if other than owner of property on which installation is to be made, shall provide Company with either written documentation of property's owner consent for the installation of a natural gas service on the property or have the property owner complete a Property Owner's Consent Form (FPUC Form No. POCF).

Customer agrees to pay Company for all service rendered hereunder at the designated rate as it now or may subsequently be lawfully amended or superseded. If Customer fails or refuses to take gas service from the Company, Customer shall pay to the Company the actual cost incurred by the Company in constructing the facilities to have been used in providing service to the Customer. Any deposits currently held by the Company shall be forfeited by Customer in payment or partial payment of these costs.

No agent or employee of Company has any power to amend or waive any of the provisions of this contract or to make any promise or representation contrary to, or inconsistent with, the provisions hereof. This instrument constitutes the entire contract between the parties.

Customer agrees to accept and be bound by all rules and regulations of Company in connection with the service hereby covered, which are now or may hereafter be filed with, issued and promulgated by the Florida Public Service Commission or other Governmental bodies having jurisdiction thereof.

Company and Customer do respectively assume full responsibility and liability for the maintenance and operation of the facilities owned or operated by each and each shall indemnify and save harmless the other from any and all loss or damage sustained, and from any and all liability including injury to persons and property incurred, arising from any act or accident in connection with the installation, presence, maintenance and operation of facilities operated by the indemnifying party unless the same shall be due to the sole negligence of the other party, its agents, employees, contractors, guests or invitees.

