

CS-22-333

CONTRACT TRACKING NO. CM2931-A1

# BOCC CONTRACT APPROVAL FORM

### SECTION 1 - GENERAL INFORMATION

Requesting Department: Road Contact Person: Idalia Gutierrez/David Hearn  
Telephone: (904) 530-6131 Email: igutierrez@nassaucountyfl.com

### SECTION 2 - VENDOR INFORMATION

Name: Gate Fuel Service, Inc.  
Address: P.O. Box 40505  
City: Jacksonville State: FL Zip Code: 32203  
Vendor's Administrator Name: Cody Wiloth Title: Outside Sales  
Telephone: (904) 636-9700 Email: CWiloth@gatepetro.com

### SECTION 3 - VENDOR AUTHORIZED SIGNATORY

Authorized Signatory Name: W. Michael Love, President  
Authorized Signatory Email: CWiloth@gatepetro.com  
**(IDENTIFY WHO WILL SIGN THE CONTRACT ON BEHALF OF THE VENDOR. OFFICER/DIRECTOR WITH AUTHORITY TO BIND COMPANY.)**

### SECTION 4 - CONTRACT INFORMATION

Contract Name: First Amendment to Contract for Fuels  
Type:  New Contract  Work Authorization  Supplemental Agreement  
Short Description of Product(s)/Service(s) Being Requested: Renewal for Contract for Fuels

**(GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)**

Procured Method:  Quotes  ITB  RFP  RFQ  Piggyback  Exemption  Sole Source  
 Single Source  Other \_\_\_\_\_  
Total Amount of Contract: Price based on OPIS Daily Rack Average plus (FY 24) (Estimate if necessary)  
Account Number: 03404541-552020  
Source of Funds:  County  State  Federal  Other: \_\_\_\_\_  
County Authorized Signatory:  BOCC Chairman  County Manager  
**(IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC)**

### SECTION 5 - INSURANCE

Insurance Category:  Category L  Category M  Category H  Other: w. Environmental (Vendor is self-insured)

**Risk Manager Initials:** [Signature]

/24/2023

### SECTION 6 - AMENDMENT INFORMATION

Contract Tracking No: CM2931 Amendment No: A1  
Type of Amendment:  Renewal  Time Only Extension  Additional Scope  Other: \_\_\_\_\_  
Increased Amount to Existing Contract: \_\_\_\_\_ (if any) Total with Amended Amount: \_\_\_\_\_

### APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

- Doug Podiak 8/24/2023
- Department Head/Contract Manager [Signature] Date 8/24/2023
- Office of Mgmt & Budget [Signature] Date 8/24/2023
- Procurement [Signature] Date 8/28/2023
- County Attorney \_\_\_\_\_ Date \_\_\_\_\_

### COUNTY MANAGER SIGNATURE APPROVAL

County Manager \_\_\_\_\_ Date 8/28/2023

**AMENDMENT TO CONTRACT FOR FUELS**

**THIS AMENDMENT TO THE CONTRACT FOR FUELS** (hereinafter “Amendment”) is made by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida (hereinafter the “County”), and Gate Fuel Service, Inc., a business having its primary business location at P.O. Box 23627, Jacksonville, Florida 32241-3627 (hereinafter the “Vendor”).

**WITNESSETH:**

**WHEREAS**, the Parties previously entered into a Contract for Fuels dated December 14, 2020 (hereinafter “Contract”); and

**WHEREAS**, the Parties now desire to amend the Contract terms and conditions subject to the provisions contained herein.

**NOW, THEREFORE**, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties do agree to amend the Contract as follows:

**SECTION 1.** Section 19. of the Contract is hereby amended to extend the term of the Contract for an additional one (1) (year) and the Contract shall now terminate on September 30, 2024.

**SECTION 2.** All other terms and conditions of the Contract not inconsistent with the provisions of this Amendment shall remain the same and in full force and effect.

[The remainder of this page left intentionally blank.]

CM2931-A1

**IN WITNESS WHEREOF**, the Parties have caused this Amendment to be executed by its duly authorized representatives, effective as of the last date below.

**NASSAU COUNTY, FLORIDA**

Signature: Taco E. Pope AICP

Print Name: Taco E. Pope, AICP

Title: Designee

Date: 8/28/2023

**REVIEWED FOR LEGAL FORM AND CONTENT:**

Denise C. May  
**DENISE C. MAY, County Attorney**

**GATE FUEL SERVICE, INC.**

Signature: W. Michael Love

By: W. Michael Love

Title: President

Date: 8/28/2023





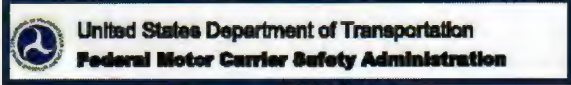
FORM MCS-90

OMB No.: 2126-0008 Expiration: 05/31/2024

USDOT Number: \_\_\_\_\_ Date Received: \_\_\_\_\_

Please note, the expiration date as stated on this form relates to the process for renewing the Information Collection Request for this form with the Office of Management and Budget. This requirement to collect information as requested on this form does not expire. For questions, please contact the Office of Registration and Safety Information, Registration, Licensing, and Insurance Division.

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



Endorsement for Motor Carrier Policies of Insurance for Public Liability  
under Sections 29 and 30 of the Motor Carrier Act of 1980

**FORM MCS-90**

Issued to Gate Fuel Service, Inc.  
*(Motor Carrier name)*

of FL  
*(Motor Carrier state or province)*

Dated at Wilmington, DE 19803 on this 6<sup>TH</sup> day of JUN, 20 23.

Amending Policy Number: ISA H10696434 Effective Date: 06/30/2023

Name of insurance Company: ACE American Insurance Company

Countersigned by: \_\_\_\_\_  
*(authorized company representative)*

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only one):

- This insurance is primary and the company shall not be liable for amounts in excess of \$ 5,000,000 for each accident.
- This insurance is excess and the company shall not be liable for amounts in excess of \$ \_\_\_\_\_ for each accident in excess of the underlying limit of \$ \_\_\_\_\_ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 215-640-4555.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

Fillings must be transmitted online via the Internet at <http://www.fmcsa.dot.gov/urs>.

(continued on next page)



**DEFINITIONS AS USED IN THIS ENDORSEMENT**

**Accident** includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

**Motor Vehicle** means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

**Bodily Injury** means injury to the body, sickness, or disease to any person, including death resulting from any of these.

**Property Damage** means damage to or loss of use of tangible property.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon,

**Environmental Restoration** means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

**Public Liability** means liability for bodily injury, property damage, and environmental restoration.

or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of anyone accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

(continued on next page)

<b>SCHEDULE OF LIMITS — PUBLIC LIABILITY</b>
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Type of carriage	Commodity transported	January 1, 1985
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Property (nonhazardous)	\$750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Hazardous substances, as defined in <a href="#">49 CFR 171.8</a> , transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in <a href="#">49 CFR 173.403</a> .	\$5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,001 or more pounds).	Oil listed in <a href="#">49 CFR 172.101</a> ; hazardous wastes, hazardous materials, and hazardous substances defined in <a href="#">49 CFR 171.8</a> and listed in <a href="#">49 CFR 172.101</a> , but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (in interstate or foreign commerce, with a gross vehicle weight rating of less than 10,001 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in <a href="#">49 CFR 173.403</a> .	\$5,000,000

\*The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.



**ADDITIONAL INSURED –  
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured <b>Gate Petroleum Company</b>			Endorsement Number <b>1</b>
Policy Symbol <b>ISA</b>	Policy Number <b>H10696434</b>	Policy Period <b>06/30/2023 TO 06/30/2024</b>	Effective Date of Endorsement
Issued By (Name of Insurance Company) <b>ACE American Insurance Company</b>			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

- BUSINESS AUTO COVERAGE FORM**
- AUTO DEALERS COVERAGE FORM**
- MOTOR CARRIER COVERAGE FORM**
- EXCESS BUSINESS AUTO COVERAGE FORM**

**Additional Insured(s):** Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who is insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
  - 1. You.
  - 2. Any of your "employees" or agents.
  - 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

\_\_\_\_\_  
Authorized Representative



POLICY NUMBER: ISA H10696434

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## NOTICE TO POLICYHOLDERS

### NOTICE TO OTHERS – SCHEDULE NOTICE BY INSURED'S REPRESENTATIVE

- A. If we cancel this Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be *in addition* to our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- B. The notice of cancellation, as provided by your representative, is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D. We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E. The provisions of this notice do not apply in the event that you cancel the Policy.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS**

Named Insured <b>Gate Petroleum Company</b>			Endorsement Number <b>2</b>
Policy Symbol <b>ISA</b>	Policy Number <b>H10696434</b>	Policy Period <b>06/30/2023 TO 06/30/2024</b>	Effective Date of Endorsement
Issued By (Name of Insurance Company) <b>ACE American Insurance Company</b>			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This Endorsement modifies insurance provided under the following:**

**BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIERS COVERAGE FORM  
AUTO DEALERS COVERAGE FORM**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

**SCHEDULE**

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

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Authorized Representative



POLICY NUMBER: HDO G47303497

5  
Endorsement Number: 1

**COMMERCIAL GENERAL LIABILITY  
CG 20 10 12 19**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we



will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: HDO G47303497

Endorsement Number: 2 <sup>4</sup>

**COMMERCIAL GENERAL LIABILITY  
CG 20 37 12 19**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: HDO G47303497

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## NOTICE TO POLICYHOLDERS

### NOTICE TO OTHERS – SCHEDULE NOTICE BY INSURED'S REPRESENTATIVE

- A. If we cancel this Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be *in addition to* our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- B. The notice of cancellation, as provided by your representative, is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D. We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E. The provisions of this notice do not apply in the event that you cancel the Policy.



POLICY NUMBER: HDO G47303497

Endorsement Number: 3

COMMERCIAL GENERAL LIABILITY  
CG 20 01 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: HDO G47303497

3  
Endorsement Number: 4

**COMMERCIAL GENERAL LIABILITY  
CG 24 04 12 19**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

**SCHEDULE**

**Name Of Person(s) Or Organization(s):** Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.



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**NOTICE TO OTHERS – SCHEDULE  
NOTICE BY INSURED'S REPRESENTATIVE**

- A.** If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be *in addition to* our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- B.** The notice of cancellation, as provided by your representative, is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C.** We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D.** We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E.** The provisions of this notice do not apply in the event that you cancel the Policy.



**Workers' Compensation and Employers' Liability Policy**

Named Insured <b>GATE PETROLEUM COMPANY</b> <b>9540 SAN JOSE BLVD</b> <b>JACKSONVILLE, FL 32257</b>	Endorsement Number
	Policy Number Symbol: <b>WLR</b> Number: <b>C50673431</b>
Policy Period <b>06-30-2023 TO 06-30-2024</b>	Effective Date of Endorsement <b>06-30-2023</b>
Issued By (Name of Insurance Company) <b>ACE AMERICAN INSURANCE COMPANY</b>	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**Schedule**

**ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.**

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



\_\_\_\_\_  
Authorized Representative



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## Fuel Service

August 18, 2023

TO: Nassau County Board of County Commissioners  
Attn: Angela Gregory, Procurement Manager

RE: Self-Insurance of Pollution Liability Coverage

Dear Angela:

This letter is to advise that Gate Petroleum Company and its subsidiaries, including Gate Fuel Service, Inc, self-insures its liability with regards to Pollution coverage. Our decision to self-insure stems mainly from our financial strength and claims history. In addition, this risk does not impair, limit or in any manner result in a reduction of rights and/or benefits otherwise available through formal insurance policies and endorsements.

You should soon be receiving a Certificate of Liability Insurance (COI) from our broker (Marsh) for any other coverage that is required. The majority of our policies renew annually on June 30.

If you have any further questions regarding our program, please contact Tom Glavin directly at 904-448-3033.

Sincerely,

A handwritten signature in blue ink, appearing to read "W. M. Love".

William M. Love  
President



DATE  
8/23/2023

Requisition Form

NASSAU COUNTY  
BOARD OF COUNTY COMMISSIONERS

96135 Nassau Place Suite I  
Yulee, FL 32097

VENDOR NAME/ADDRESS  
Gate Fuel Service, Inc.  
P.O. Box 40505  
Jacksonville, FL 32203-0505

Road

REQUESTED BY  
Idalia Gutierrez/David Hearn

ITEM NUMBER	PROJECT NAME	FUNDING SOURCE	AMOUNT AVAILABLE	ENCUMBER CONTRACT	CONTRACT ID
14201	Fuel-Unleaded & Diesel	03404541-552020	\$ 410,000.00	Encumber Contract	CM2931-A1
QTY	DESCRIPTION	CLASSIFY	UNIT PRICE	AMOUNT	
1	Fuel unleaded and diesel for Nassau County	1.00	\$ 410,000.00	\$ 410,000.00	FY24
	Price based on OPIS Daily Rack Average plus			\$ 0.00	
	applicable taxes per Contract #CM2931			\$ 0.00	
	Diesel Fuel = \$0.1147/gal			\$ 0.00	
	Unleaded 87 (E10) = \$0.0894/gal			\$ 0.00	
	1st Amendment to Contract #CM2931-A			\$ 0.00	
	Contract Term: 10/1/23 - 9/30/24			\$ 0.00	
	Total Contract Amount: NTE \$410,000.00 (FY 24)			\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	

ORIGINAL - FINANCE Shipping Total \$ 0.00  
 COPY - DEPARTMENT Total \$ 410,000.00

Department Head

I attest that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for and follows the Nassau County Purchasing Policy.

Doug Podiak 8/24/2023

Office of Management and Budget (signature required if over Department Head signature authority or \$5,000, whichever is less.)

I attest that, to the best of my knowledge, funds are available for payment

Chris Lacambra 8/24/2023 [Signature] 8/24/2023

Procurement Director (signature required if over Department Head signature authority or \$5,000, whichever is less.)

I attest that, to the best of my knowledge, this requisition is accurate and necessary and is consistent with the Nassau County Purchasing Policy.

[Signature] 8/24/2023

County Manager (signature required if over Department Head signature authority or \$5,000, whichever is less.)

I attest that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.

Taco E. Popey AICP 8/28/2023

SB  
 Clerk: [Signature]  
 Date: 9/1/2023




**Certificate Of Completion**

Envelope Id: E6599D513A95463496522FE808FFABAC Status: Completed  
 Subject: Contract #CM2931-A1 Gate Fuel Service \$410,000.00 Description: Amendment #1 to Renew Contract  
 Source Envelope:  
 Document Pages: 20 Signatures: 12 Envelope Originator:  
 Certificate Pages: 6 Initials: 5 Idalia Gutierrez  
 AutoNav: Enabled igutierrez@nassaucountyfl.com  
 EnvelopeId Stamping: Enabled IP Address: 50.238.237.26  
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)


**Record Tracking**


Status: Original Holder: Idalia Gutierrez Location: DocuSign  
 8/23/2023 3:30:34 PM igutierrez@nassaucountyfl.com

**Signer Events**

	Signature	Timestamp
Doug Podiak dpodiak@nassaucountyfl.com Facilities Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 8/23/2023 3:38:30 PM Viewed: 8/24/2023 7:57:56 AM Signed: 8/24/2023 7:58:09 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

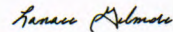
Tracy Poore tpoore@nassaucountyfl.com OMB Admin Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 8/24/2023 7:58:11 AM Viewed: 8/24/2023 8:04:32 AM Signed: 8/24/2023 8:06:58 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

chris lacambra clacambra@nassaucountyfl.com OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 8/24/2023 8:07:01 AM Viewed: 8/24/2023 9:15:03 AM Signed: 8/24/2023 9:15:12 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Ashley Metz ametz@nassaucountyfl.com Human Resources Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 8/24/2023 9:15:14 AM Viewed: 8/24/2023 10:13:36 AM Signed: 8/24/2023 10:13:46 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

**Signer Events****Signature****Timestamp**

Lanaee Gilmore  
lgilmore@nassaucountyfl.com  
Procurement Director  
Nassau County BOCC  
Security Level: Email, Account Authentication  
(None)



Signature Adoption: Pre-selected Style  
Using IP Address: 50.238.237.26

Sent: 8/24/2023 10:13:49 AM  
Viewed: 8/24/2023 11:07:02 AM  
Signed: 8/24/2023 11:09:27 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

W. Michael Love  
mlove@gatepetro.com  
Security Level: Email, Account Authentication  
(None)



Signature Adoption: Pre-selected Style  
Using IP Address: 50.204.130.217

Sent: 8/24/2023 11:09:31 AM  
Resent: 8/26/2023 8:03:45 AM  
Viewed: 8/28/2023 2:51:36 PM  
Signed: 8/28/2023 2:52:31 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 8/28/2023 2:51:36 PM  
ID: 19a13bb1-d8f6-47f8-a92f-930d156af948

Abigail F. Jorandby  
ajorandby@nassaucountyfl.com  
Assistant County Attorney  
Nassau BOCC  
Security Level: Email, Account Authentication  
(None)



Signature Adoption: Pre-selected Style  
Using IP Address: 50.238.237.26

Sent: 8/28/2023 2:52:34 PM  
Viewed: 8/28/2023 3:21:07 PM  
Signed: 8/28/2023 3:21:16 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Denise C. May  
dmay@nassaucountyfl.com  
Assistant County Attorney  
Nassau County BOCC  
Security Level: Email, Account Authentication  
(None)

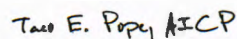


Signature Adoption: Pre-selected Style  
Using IP Address: 174.212.160.123  
Signed using mobile

Sent: 8/28/2023 3:21:20 PM  
Viewed: 8/28/2023 3:29:21 PM  
Signed: 8/28/2023 3:30:05 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Taco E. Pope, AICP  
tpope@nassaucountyfl.com  
County Manager  
Nassau County BOCC  
Security Level: Email, Account Authentication  
(None)



Signature Adoption: Pre-selected Style  
Using IP Address: 50.238.237.26

Sent: 8/28/2023 3:30:08 PM  
Viewed: 8/28/2023 4:02:00 PM  
Signed: 8/28/2023 4:02:08 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Clerk Finance received  
boccap@nassauclerk.com  
Nassau County Clerk  
Security Level: Email, Account Authentication  
(None)



Signature Adoption: Pre-selected Style  
Using IP Address: 12.23.69.254

Sent: 8/28/2023 4:02:11 PM  
Viewed: 9/1/2023 10:19:46 AM  
Signed: 9/1/2023 10:19:54 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 2/4/2021 9:59:11 AM  
ID: 6238f06a-a4ad-4d45-a7f5-929d04629059



In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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<p>Clerk Admin  clerkservices@nassaucountyfl.com  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	<p>Sent: 9/1/2023 10:19:57 AM  Viewed: 9/1/2023 10:21:56 AM</p>
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<p>BOCC Procurement  bocccprocurement@nassaucountyfl.com  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	<p>Sent: 9/1/2023 10:19:58 AM</p>
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<p>Idalia Gutierrez  igutierrez@nassaucountyfl.com  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	<p>Sent: 9/1/2023 10:20:00 AM  Resent: 9/1/2023 10:20:06 AM  Viewed: 9/1/2023 10:32:43 AM</p>
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<p>Jennifer Kirkland  jkirkland@nassaucountyfl.com  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Accepted: 8/18/2023 3:18:12 PM  ID: 7bf9271c-c6fe-48b3-88a7-94017c2f8d98</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	<p>Sent: 9/1/2023 10:20:01 AM  Viewed: 9/1/2023 10:42:21 AM</p>
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	8/23/2023 3:38:30 PM
Envelope Updated	Security Checked	8/26/2023 8:03:44 AM
Certified Delivered	Security Checked	9/1/2023 10:19:46 AM
Signing Complete	Security Checked	9/1/2023 10:19:54 AM
Completed	Security Checked	9/1/2023 10:20:01 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact County of Nassau:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com)

### **To advise County of Nassau of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
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- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.