

BOCC CONTRACT APPROVAL FORM

CONTRACT TRACKING NO. CM3907

SECTION 1 - GENERAL INFORMATION
 Requesting Department: Capital Projects Contact Person: George Murray
 Telephone: (904) 530-6373 Email: gmurray@nassaucountyfl.com

SECTION 2 - VENDOR INFORMATION
 Name: Florida Power and Light Company (FPL)
 Address: General Mail Facility
 City: Miami State: FL Zip Code: 33188
 Vendor's Administrator Name: Michael Spruiell Title: Associate Engineer
 Telephone: (904) 225-3031 Email: Michael.Spruiell@fpl.com

SECTION 3 - VENDOR AUTHORIZED SIGNATORY
 Authorized Signatory Name: Michael Spruiell Title: Associate Engineer
 Authorized Signatory Email: Michael.Spruiell@fpl.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: Lump Sum Relocation Agreement for 50 Bobby Moore Cir
 Short Description of Product(s)/Service(s) Being Requested: Lump sum amount of \$3874.32 to remove FPL facilities
 (GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)
 Procured Method: Quotes ITB RFP RFQ Piggyback Exemption Sole Source Single Source
 Other: _____
 Amount of Initial Contract Term: \$3874.32
 Amount of Renewal Options (if applicable): Year 1: _____ Year 2: _____
 Year 3: _____ Year 4: _____
 Total Amount of Contract (Initial Term + Renewal Options): \$3874.32 (Estimate if necessary)
 Account Number: 04073519-546002 NCPP2
 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: N/A - FPL providing their own resources to move their utilities.
 Risk Manager Initials: MP

SECTION 6 - AMENDMENT INFORMATION
 Contract Tracking No: _____ Amendment No: _____
 Type of Amendment: Renewal Time Extension with Increase Time Only Extension Additional Scope
 Supplemental Agreement Other: _____
 Contract Amount with Previous Amendments: _____ Amount of this Amendment: _____
 New Contract Amount including this Amendment: _____
 Account Code Change From: _____ To: _____
 County Authorized Signatory: BOCC Chairman County Manager
 (IDENTIFY WHO WILL SIGN AMENDMENT ON BEHALF OF BOCC)

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

- | | |
|---|--|
| 1. <u>Robert Compassion</u> <u>4/23/2025</u>
Department Head/Contract Manager Date | 3. <u>Sanan Helman</u> <u>4/25/2025</u>
Procurement Date
<i>(Signature required only if procurement related)</i> |
| 2. <u>Chris Lacambra</u> <u>4/24/2025</u> <u>FD</u>
Office of Mgmt. & Budget Date | 4. <u>Denise C. May, Esq., BCS</u> <u>4/28/2025</u> <u>DJ</u>
County Attorney Date |

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature] 4/28/2025
County Manager Date

CM3907



Florida Power & Light Company

LUMP SUM RELOCATION AGREEMENT

Applicant Nassau County Board of County Commissioners agrees to pay FPL the lump sum amount of \$3,874.32 to relocate and remove overhead secondary cable, sercuity lights, & a 300KVA padmounted transformer at Bobby Moore Cir.

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 2/11/2025. Applicant understands that this agreement is solely for the relocation of FPL facilities. It is the Applicant's responsibility to contact the owners of facilities co-located on FPL's poles (such as telephone, cable and wireless/cell phone providers), and to negotiate, and pay the cost of, the relocation of such facilities. Applicant understands that FPL's work under this agreement cannot proceed until such third party negotiations have been completed. Applicant shall provide FPL with written documentation from each such third party provider reflecting the date upon which such third party facilities will be relocated. 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, defend and hold FPL Entities free and unharmed against such liabilities shall be subject to the limitation set forth in Section 768.28(5) Florida Statutes, except in the event the Applicant purchases insurance covering the liability with limits in excess of the statutory limits, the Applicant's obligation shall extend up to but shall not exceed the limits of that insurance.

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



Florida Power & Light Company

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 \$3,000,000.00 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: Michael Spruiell

Print Name: Michael Spruiell

Title: Associate Engineer

Date: 02/28/25

APPLICANT:

By: Taco Pope

Print Name: Taco Pope

Title: County Manager

Date: 4/28/2025



Certificate Of Completion

Envelope Id: 80B8E4E0-B9E4-4812-964F-05190F58CE88 Status: Completed
Subject: Contract No.: CM3907 Vendor Name: FP&L \$3,874.32 Description: Cable, Lights & Transformer Removal
Source Envelope:
Document Pages: 4 Signatures: 8 Envelope Originator:
Certificate Pages: 6 Initials: 5 George Murray
AutoNav: Enabled gmurray@nassaucountyfl.com
Enveloped Stamping: Enabled IP Address: 50.238.237.26
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original Holder: George Murray Location: DocuSign
4/23/2025 9:21:00 AM gmurray@nassaucountyfl.com

Signer Events

Robert Companion
RCompanion@nassaucountyfl.com
Deputy County Manager - County Engineer
Nassau County BOCC
Security Level: Email, Account Authentication
(None)

Signature


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

Timestamp

Sent: 4/23/2025 9:29:11 AM
Viewed: 4/23/2025 9:30:59 AM
Signed: 4/23/2025 9:31:11 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

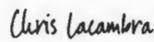
Tracy Poore
tpoore@nassaucountyfl.com
OMB Admin
Nassau County BOCC
Security Level: Email, Account Authentication
(None)


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

Sent: 4/23/2025 9:31:15 AM
Viewed: 4/23/2025 2:01:04 PM
Signed: 4/24/2025 8:50:34 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

chris lacambra
clacambra@nassaucountyfl.com
OMB Director
Nassau County BOCC
Security Level: Email, Account Authentication
(None)


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

Sent: 4/24/2025 8:50:37 AM
Viewed: 4/24/2025 10:34:42 AM
Signed: 4/24/2025 10:35:27 AM

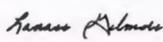
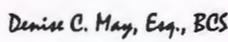
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Michelle Proctor
mproctor@nassaucountyfl.com
Risk Manager
Security Level: Email, Account Authentication
(None)


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

Sent: 4/24/2025 10:35:30 AM
Viewed: 4/24/2025 10:35:57 AM
Signed: 4/24/2025 10:36:04 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	<p>Sent: 4/24/2025 10:36:08 AM Viewed: 4/25/2025 11:00:33 AM Signed: 4/25/2025 11:00:36 AM</p>
<p>Abigail Jorandby ajorandby@nassaucountyfl.com Deputy County Attorney Nassau BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	<p>Sent: 4/25/2025 11:00:38 AM Viewed: 4/28/2025 9:02:18 AM Signed: 4/28/2025 9:02:37 AM</p>
<p>Denise C. May, Esq., BCS dmay@nassaucountyfl.com County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	<p>Sent: 4/28/2025 9:02:40 AM Viewed: 4/28/2025 10:10:52 AM Signed: 4/28/2025 10:11:09 AM</p>
<p>Taco Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 Signature Adoption: Drawn on Device Using IP Address: 50.238.237.26	<p>Sent: 4/28/2025 10:11:11 AM Viewed: 4/28/2025 3:49:15 PM Signed: 4/28/2025 3:49:23 PM</p>
<p>BOCC AP boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 2/4/2021 9:59:11 AM ID: 6238f06a-a4ad-4d45-a7f5-929d04629059</p>	 Signature Adoption: Pre-selected Style Using IP Address: 12.23.69.254	<p>Sent: 4/28/2025 3:49:26 PM Viewed: 4/29/2025 9:52:11 AM Signed: 4/29/2025 9:52:29 AM</p>
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Clerk Services BOCCClerkServices@nassauclerk.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/29/2025 9:52:31 AM Viewed: 4/29/2025 10:03:16 AM
Procurement procurement@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/29/2025 9:52:32 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/23/2025 9:29:11 AM
Certified Delivered	Security Checked	4/29/2025 9:52:11 AM
Signing Complete	Security Checked	4/29/2025 9:52:29 AM
Completed	Security Checked	4/29/2025 9:52:32 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Nassau (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

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

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 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.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Nassau

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Nassau

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 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..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

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.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- 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.

