

CS-24-352

**BOCC CONTRACT
APPROVAL FORM****CONTRACT
TRACKING NO.
CM 3919****SECTION 1 - GENERAL INFORMATION**Requesting Department: Public WorksContact Person: D. Podiak / B. DidenTelephone: (904) 530-6702Email: bdiden@nassaucountyfl.com**SECTION 2 - VENDOR INFORMATION**Name: Florida Public UtilitiesAddress: 208 Wildlight Ave.City: YuleeState: FloridaZip Code: 32097Vendor's Administrator Name: Linda WinstonTitle: New Construction/Builder Developer/Commercial Account Manager IITelephone: (904) 503-6120Email: LWinston@chpk.com**SECTION 3 - VENDOR AUTHORIZED SIGNATORY**Authorized Signatory Name: Forrest SmalleyTitle: DirectorAuthorized Signatory Email: FSmalley@chpk.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: Florida Public Utilities Natural Gas Service Agreement - Detention CenterShort Description of Product(s)/Service(s) Being Requested: Natural Gas Service Agreement**(GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)**Procured Method: ☐ Quotes ☐ ITB ☐ RFP ☐ RFQ ☐ Piggyback ☐ Exemption ☐ Sole Source ☐ Single Source☒ Other: Vendor Natural Gas Service AgreementAmount of Initial Contract Term: \$125 Connection Fee, \$275 Monthly Charge (Year to Year Auto-Renewal Agreement)

Amount of Renewal Options (if applicable):

Year 1: _____

Year 2: _____

Year 3: _____

Year 4: _____

Total Amount of Contract (Initial Term + Renewal Options): Approximately \$3300 year

(Estimate if necessary)

Account Number: 01072523-543000Source 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: _____MP**Risk Manager Initials:** _____**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. Doug Podiak

5/12/2025

Department Head/Contract Manager

Date

3. Denise C. May, Esq.

5/12/2025

Procurement

Date

(Signature required only if procurement related)

Denise C. May, Esq., BCS

5/13/2025

2. Ceyle

4.7.25

5/17/25

Office of Mgmt. & Budget

Date

4. _____

County Attorney

Date

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

5/14/2025

County Manager

Date

EM

5/13/2025

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 Board of County Commissioners

Phone: 904-530-6120

DBA: N/A

Service Address: 76212 Nicholas Cutinha Rd, Yulee, FL 32097

Mailing Address: 77151 Citizens Cir, Yulee, FL 32097

Rate Class: CS

Connect Fee: \$125.00

Monthly Charge: \$275.00

Account Deposit: \$0.00

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: 38,210.00

Gas Appliance(s) Schedule		Description
1.00	4 Burner Range	4 Burner Range
2.00	Boiler	Boiler
4.00	Convection Oven	Convection Oven
4.00	Dryer	Dryer
2.00	Fryer Large	Fryer Large
1.00	Griddle- Large	Griddle- Large
1.00	Other-1	Tilt Skillet
1.00	Other-2	Steamer
1.00	Other-3	Kettle

Account Manager: Linda Winston

Phone: (904) 753-0747

Field Coordinator: Matt Bell - Fernandina Beach

Phone: (386) 747-8705

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 N/A 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:

Forrest Smalley

Florida Public Utilities Agent's Signature

Linda Winston

Account Manager

By:



Customer's Signature

Nassau County Board of County Commissioners

Customer

5/14/2025

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.

Subject to the limits set forth in Section 768.28, Florida Statutes, 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.



RIDER TO THE NATURAL GAS SERVICE AGREEMENT WITH FPU

THIS RIDER TO THE NATURAL GAS SERVICE AGREEMENT WITH FPU (hereinafter "Rider") 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" or "Customer"), and FLORIDA PUBLIC UTILITIES COMPANY, a Florida corporation (hereinafter the "Vendor" or "FPU") hereinafter collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Parties desire to enter into a Natural Gas Service Agreement for FPU to install natural gas lines and provide natural gas service to the Nassau County Jail & Detention Center (hereinafter "Agreement"); and

WHEREAS, the Parties wish to establish additional standard terms and conditions to that Agreement as contained herein; and

WHEREAS, the Parties agree that the term and conditions hereinbelow shall be incorporated into the Agreement and in the event of any conflict between the terms and conditions of this Rider and the Agreement, the terms and conditions of this Rider shall prevail.

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 Agreement as follows:

SECTION 1. CONFLICTING PROVISIONS.

1.1 The Parties agree that in the event of any conflict between the terms and conditions of the Agreement and/or any exhibit or attachment to the Agreement and the terms and conditions of this Rider, the terms and conditions of this Rider shall prevail.

SECTION 2. PAYMENT AND INVOICING.

2.1 The Vendor shall submit a copy of all invoices to both the Public Works Director or designee and to invoices@nassaucountyfl.com for payment. The invoice submitted shall include the contract number referenced and shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the specifications and conditions of Agreement. Payment shall not be made until goods and/or services have been received, inspected and accepted by the County in the quantity and/or quality ordered. Payment in advance of receipt of goods and/or services by the County cannot be made. The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by the Public Works Director or designee, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act found at Section 218.70, Florida Statutes. The Vendor shall honor all purchase orders or work authorizations issued prior to the expiration of the term of the Agreement. The Vendor shall be responsible for all expenses incurred while providing goods and/or services under the Agreement including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Vendor's agents, if any, hired by the Vendor to complete the work under the Agreement.

SECTION 3. E-VERIFY.

3.1 The Vendor shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Vendor during the term of the Agreement to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the work (under the Agreement), the Vendor shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

3.2 The Vendor shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and make such records available to the County or other authorized entity consistent with the terms of the Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor shall provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the contract.

3.3 Compliance with the terms of the E-Verify program provision is made an express condition of the Agreement and the County may treat a failure to comply as a material breach of the Agreement. If the County terminates the Agreement pursuant to Section 448.095(2)(c), Florida Statutes, the Vendor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of the Agreement.

SECTION 4. GOVERNING LAW, VENUE, COMPLIANCE WITH LAWS, ATTORNEY'S FEES AND CHANGE OF LAWS.

4.1 The Agreement shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under the Agreement shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

4.2 The Vendor shall secure and maintain all licenses and permits required to provide goods and/or services under the Agreement and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under the Agreement.

4.3 The Vendor shall comply with all federal, state, county and municipal laws, ordinances, policies and rules including Title II of the Americans with Disabilities Act.

4.4 In the event of any legal action to enforce the terms of the Agreement each party shall bear its own attorney's fees and costs.

4.5 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects the Agreement or the activities of either party under the Agreement, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under the Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of the Agreement. If the parties are unable to reach an agreement concerning the modification of the Agreement within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate the Agreement by written notice to the other party. In such event, Vendor shall be paid its compensation for the goods and/or services provided prior to the termination date.

SECTION 5. TAXES.

5.1 The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the goods and/or services provided under the terms of the Agreement. As such, the Vendor shall refrain from including taxes in any billing. Any questions regarding this tax exemption shall be addressed to the County Manager.

SECTION 6. FUNDING.

6.1 The County's performance and obligation under the Agreement is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

SECTION 7. PUBLIC RECORDS.

7.1 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under the Agreement, to the extent that the Vendor is providing goods and/or services to the County, and pursuant to Section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the County to provide goods and/or services.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the County.
- d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically shall be

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provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

7.2 A request to inspect or copy public records relating to the Agreement for goods and/or services shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Vendor of the request, and the Vendor shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

7.3 If the Vendor does not comply with the County's request for records, the County shall enforce the Agreement provisions in accordance with the Agreement.

7.4 If the Vendor fails to provide the public records to the County within a reasonable time, the Vendor may be subject to penalties under Section 119.10, Florida Statutes.

7.5 If a civil action is filed against the Vendor to compel production of public records relating to the Agreement, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:

- a. The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and
- b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the County and to the Vendor.

7.6 A notice complies with this Section if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Agreement with the County or to the Vendor's registered agent.

7.7 If the Vendor complies with a public records request within eight (8) business days after the notice is sent, the Vendor is not liable for the reasonable costs of enforcement.

7.8 In reference to any public records requested under the Agreement, the Vendor shall identify and mark specifically any information which Vendor considers CONFIDENTIAL and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Vendor believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."

7.9 In conjunction with the confidential and/or proprietary information designation, the Vendor acknowledges and agrees that after notice from County, the Vendor shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of notification or the Vendor shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.

7.10 The Vendor further agrees that by designation of the confidential/proprietary material, the Vendor shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the

Vendor's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to Vendor's designation of material as exempt from public disclosure.

SECTION 8. PUBLIC ENTITY CRIMES.

8.1 In accordance with Section 287.133, Florida Statutes, the Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of the Agreement.

SECTION 9. INSURANCE.

9.1 The Vendor shall provide and maintain at all times during the term of this Agreement, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "A". The policy limits required are to be considered minimum amounts.

9.2 The Vendor shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

SECTION 10. TAXES, LIENS, LICENSES AND PERMITS.

10.1 The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the goods and/or services provided under the terms of this Agreement. As such, the Vendor shall refrain from including taxes in any billing. The Vendor is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

10.2 The Vendor shall secure and maintain all licenses and permits required to provide goods and/or services under this Agreement and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Agreement, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

10.3 The Vendor acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Vendor shall include notice of such exemptions in any subcontracts and purchase orders issued under this Agreement.

SECTION 11. INDEMNIFICATION.

11.1 Any indemnification by the County in the Agreement or any sub agreement, or exhibit thereunder is hereby limited to the limits as set forth in Section 768.28, Florida Statutes.

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SECTION 12. HUMAN TRAFFICKING AFFIDAVIT.

12.1 In accordance with Section 787.06, Florida Statutes, the Vendor shall provide the County an affidavit, on a form approved by the County, signed by an officer or a representative of the Vendor under penalty of perjury attesting that the Vendor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

SECTION 14. NOTICES.

13.1 All notices, demands, requests for approvals or other communications given by the Parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County
Attn: Public Works Director
45195 Musselwhite Road
Callahan, Florida 32011

Vendor: Florida Public Utilities
Attn: Forrest Smalley
500 Energy Lane
Dover, DE 19901


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

THE COUNTY:

**BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY, FLORIDA**

Signature: _____
Name: Taco E. Pope
Title: County Manager
Date: 5/14/2025

REVIEWED FOR LEGAL FORM AND CONTENT:

Denise C. May, Esq., BCS

DENISE C. MAY, County Attorney

VENDOR:

FLORIDA PUBLIC UTILITIES

Signature: *Forrest Smalley*_____
Print Name: Forrest Smalley_____
Title: Director_____
Date: 5/14/2025

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Contractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations)	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

<u>Part One</u> – Workers' Compensation Insurance – Unlimited	
Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two</u> – Employer's Liability Insurance	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer's Endorsement

AUTOMOBILE LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Contractor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
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Covered Automobiles shall include any auto owned or operated by the insured Vendor/Contractor, including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Vendor/Contractor.

UMBRELLA (EXCESS) LIABILITY INSURANCE

The Vendor/Contractors shall purchase and maintain at the Subcontractor's expense Excess Liability (Umbrella Form) insurance coverage for the life of this Subcontract.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$2,000,000
Aggregate Limit	\$2,000,000

Vendor/Contractor shall require each of his Subcontractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation, Employer's Liability, Auto Liability and Umbrella Liability insurance coverage meeting the same limit and requirements as the Contractors insurance.

Certificates of Insurance and the insurance policies required for this Agreement shall contain –

- **Endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.**
 - **Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability and Umbrella Liability policy (ies).**
 - **CGL policy for construction related contracts –**
 - **Additional Insured Endorsement must include Ongoing and Completed**
 - **CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement or Amendment of Insured Contract Definition**
 - **CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract**
- **Provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.**
- **Provision that policies, except Workers' Compensation, are primary and noncontributory.**

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Vendor/Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Vendor/Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Vendor/Contractor, in which event, Vendor/Contractor shall pay the cost thereof and shall furnish upon demand, all information required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Vendor/Contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Vendor/Contractors coverage based on the evidence of insurance provided by the Vendor/Contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of Vendor/Contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Vendor/Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Vendor/Contractor's right under any policy with higher limits, and no policy maintained by the Vendor/Vendor/Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Vendor/Vendor/Contractor should maintain. Vendor/Vendor/Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Vendor/Vendor/Contractor or any Sub-Vendor/Vendor/Contractor contains deductible(s), penalty(ies) or self-insured retention(s), the Vendor/Vendor/Contractor or Sub-Vendor/Vendor/Contractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Vendor/Vendor/Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

Prepared by:
Calvin Favors
Chesapeake Utilities Corporation
208 Wildlight Avenue
Yulee, Florida 32097

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UTILITY EASEMENT

FOR AND IN CONSIDERATION of the mutual benefits, covenants and conditions contained herein, the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, a political subdivision of the State of Florida, their successors and assigns ("**GRANTOR**"), 96135 Nassau Place, Suite 1, Yulee, Florida 32097, hereby grants and conveys to Peninsula Pipeline Company, Inc., a Delaware corporation ("**GRANTEE**"), 208 Wildlight Avenue, Yulee, Florida 32097, an easement to lay, construct, install, operate, maintain, repair and remove, in perpetuity, or until the use thereof is abandoned, underground and aboveground pipelines and related appurtenances for the commodities (the "**FACILITIES**") located in the following described "Easement Area" within GRANTOR'S premises in Nassau County, Florida:

See Exhibit "A" – Easement Area Description

The rights herein granted to GRANTEE by GRANTOR include such rights and privileges as are reasonably necessary for GRANTEE'S safe and efficient construction, installation, operation, maintenance, repair and removal of the FACILITIES and for the enjoyment and use of the Easement Area for the purposes described above. Specifically, GRANTEE shall have the right to (a) inspect, alter, improve, repair, rebuild, relocate, and remove the FACILITIES; and, (b) clear the Easement Area of trees, limbs, undergrowth, and other physical objects which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation, maintenance, repair, or removal of the FACILITIES. GRANTEE shall make no use of the Easement Area except as expressly set forth herein.

Upon completion of the initial installation or any subsequent alteration, repair, maintenance, replacement or removal of the FACILITIES or any portion thereof, GRANTEE shall restore GRANTOR'S premises and permitted improvements as nearly as reasonably possible to the condition in which they existed immediately prior to the commencement of such work.

GRANTOR hereby covenants and agrees that no buildings, structures, or obstacles, except fences and pavement, shall be located, constructed, excavated, or created within the Easement Area. If fences are installed, they shall be placed so as to allow ready access to the FACILITIES. In accordance with Florida Statutes, Section 553.851(2), the GRANTOR hereby covenants that no excavation shall be commenced in the Easement Area without first notifying GRANTEE which will then, within forty-eight (48) hours, mark the gas pipelines, if any, in the Easement Area to be excavated.

GRANTOR hereby warrants and covenants (a) that GRANTOR is the owner of the fee simple title to the premises in which the Easement Area is located, (b) that GRANTOR has full right and lawful authority to grant and convey this easement to GRANTEE, and (c) that neither GRANTOR nor GRANTOR'S agents or employees shall interfere with GRANTEE'S quiet and peaceful nonexclusive possession, use, and enjoyment of this easement.

IN WITNESS WHEREOF, the GRANTOR has executed this Utility Easement in manner and form sufficient to bind it as of the _____ day of _____, 20_____.

GRANTOR

**BOARD OF COUNTY COMMISSIONERS OF
NASSAU COUNTY**

Signed, sealed and delivered in the
presence of:

Witness: _____

Print: _____

Address: _____

Witness: _____

Print: _____

Address: _____

By: A.M. "Hupp" Huppmann

Its: Chairman

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by A.M. "Hupp" Huppmann as Chairman of the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, who ☐ is personally known to me or who ☐ has produced _____ as identification.

Print Name
Notary Public, State of Florida
Commission # _____
My Commission Expires: _____

Exhibit "A" – Easement Area Description

A tract of land being a portion of those certain properties as described in Official Records Book 936, page 888 and Official Records Book 936, page 894, all of the Public Records of Nassau County, Florida, lying within Section 8, Township 2 North, Range 27 East, Nassau County, Florida and being more particularly described as follows:

Commence at the Northwest corner of said Section 8; thence S00°28'53"E, along the West line of said Section 8, for 2034.61 feet; thence S89°31'07"W, leaving said West line, for 67.55 feet to the POINT OF BEGINNING of the parcel described herein;

Thence S01°39'50"E, for 10.00 feet; thence S88°20'10"W, for 1.99 feet; thence S04°40'24"E, for 31.10 feet; thence S63°40'38"E, for 103.99 feet; thence S34°46'55"E, for 29.11 feet; thence S07°43'47"E, for 27.17 feet; thence N88°26'04"E, for 540.95 feet; thence N01°10'45"W, for 19.60 feet; thence N88°31'40"E, for 184.52 feet; thence N00°51'43"W, for 268.78 feet; thence N89°21'19"E, for 31.08 feet to the point of intersection with the East line of aforesaid certain property described in Official Records Book 936, page 888; thence S00°28'53"E, along said East line, for 10.00 feet; thence S89°21'19"W, leaving said East line, for 21.02 feet; thence S00°51'43"E, for 268.64 feet; thence S88°31'40"W, for 184.47 feet; thence S01°10'45"E, for 9.58 feet; thence N88°26'04"E, for 24.10 feet; thence N00°49'55"W, for 7.78 feet; thence N89°10'05"E, for 30.00 feet; thence S00°49'55"E, for 12.47 feet; thence N89°10'05"E, for 113.19 feet; thence N46°40'05"E, for 36.92 feet; thence S43°19'55"E, for 10.00 feet; thence S46°40'05"W, for 40.81 feet; thence S89°10'05"W, for 117.07 feet; thence S00°49'55"E, for 7.53 feet; thence S89°10'05"W, for 30.00 feet; thence N00°49'55"W, for 12.22 feet; thence S88°26'04"W, for 583.90 feet; thence N07°43'47"W, for 33.74 feet; thence N34°46'55"W, for 24.13 feet; thence N63°40'38"W, for 107.07 feet; thence N04°40'24"W, for 37.28 feet; thence S88°20'10"W, for 1.99 feet; thence N01°39'50"W, for 10.00 feet; thence N88°20'10"E, for 14.00 feet to the POINT OF BEGINNING of the parcel herein described.

Containing 15,281 square feet or 0.35 acres, more or less.

Certificate Of Completion

Envelope Id: A567AA92-F018-4D83-84FD-9055BAA9DD60

Status: Completed

Subject: CM3919 FPU Natural Gas Service Agreement Nassau County Detention Center

Source Envelope:

Document Pages: 14

Signatures: 9

Envelope Originator:

Certificate Pages: 6

Initials: 2

Becky Diden

AutoNav: Enabled

bddiden@nassaucountyfl.com

Envelopeld Stamping: Enabled

IP Address: 50.238.237.26

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original

Holder: Becky Diden

Location: DocuSign

5/12/2025 9:43:07 AM

bddiden@nassaucountyfl.com

Signer Events

Signature

Timestamp

Becky Diden

Completed

Sent: 5/12/2025 10:25:48 AM

bddiden@nassaucountyfl.com

Viewed: 5/12/2025 10:26:12 AM

Recycle Coordinator

Signed: 5/12/2025 10:29:06 AM

Nassau County BOCC

Using IP Address: 50.238.237.26

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Doug Podiak

Doug Podiak

Sent: 5/12/2025 10:29:08 AM

dpodiak@nassaucountyfl.com

Viewed: 5/12/2025 12:09:29 PM

Facilities Director

Signed: 5/12/2025 12:09:35 PM

Nassau County BOCC

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 50.238.237.26

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Michelle Proctor

MP

Sent: 5/12/2025 12:09:37 PM

mproctor@nassaucountyfl.com

Viewed: 5/12/2025 1:07:57 PM

Risk Manager

Signed: 5/12/2025 1:08:08 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 50.238.237.26

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lanaee Gilmore

Lanaee Gilmore

Sent: 5/12/2025 1:08:10 PM

lgilmore@nassaucountyfl.com

Viewed: 5/12/2025 3:03:06 PM

Procurement Director

Signed: 5/12/2025 3:04:49 PM

Nassau County BOCC





Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 50.238.237.26

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Elizabeth Moore emoore@nassaucountyfl.com Assistant County Attorney Nassau County Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 5/12/2025 3:04:51 PM Resent: 5/13/2025 10:43:56 AM Viewed: 5/13/2025 11:01:10 AM Signed: 5/13/2025 11:02:02 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Denise C. May, Esq., BCS dmay@nassaucountyfl.com County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 5/13/2025 11:02:04 AM Viewed: 5/13/2025 11:02:42 AM Signed: 5/13/2025 11:03:11 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Taco Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 50.238.237.26	Sent: 5/13/2025 11:03:15 AM Viewed: 5/14/2025 8:10:00 AM Signed: 5/14/2025 8:10:09 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Forrest Smalley fsmalley@chpk.com Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 168.149.138.53	Sent: 5/14/2025 8:10:14 AM Viewed: 5/14/2025 10:38:34 AM Signed: 5/14/2025 10:39:45 AM
Electronic Record and Signature Disclosure: Accepted: 5/14/2025 10:38:34 AM ID: 991b9867-08b1-40ed-85dd-6246c975b5cf		

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
Linda Winston lwinston@chpk.com Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 5/14/2025 10:39:49 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Clerk Admin BOCCClerkServices@nassauclerk.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/14/2025 10:39:50 AM Viewed: 5/14/2025 2:49:37 PM
Procurement Procurement@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/14/2025 10:39:51 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/12/2025 10:25:48 AM
Envelope Updated	Security Checked	5/13/2025 10:43:56 AM
Envelope Updated	Security Checked	5/13/2025 10:43:56 AM
Certified Delivered	Security Checked	5/14/2025 10:38:34 AM
Signing Complete	Security Checked	5/14/2025 10:39:45 AM
Completed	Security Checked	5/14/2025 10:39:51 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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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.

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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..

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