

Om 2077

## **CONSTRUCTION & MAINTENANCE AGREEMENT AMENDMENT**

**THIS CONSTRUCTION & MAINTENANCE AGREEMENT AMENDMENT** ("Amendment") is made and entered into by and between the State of Florida Department of Transportation ("Department") and the Nassau County, Florida ("Agency").

### **-RECITALS-**

1. The terms and provisions set forth in this Amendment are incorporated into and made part of that certain Construction and Maintenance Agreement for Financial Project Number **442169-3-52-01** ("Original Agreement") entered and executed by and between the parties October 25, 2018, a copy of which is attached as **Exhibit "A"**; and

2. This Amendment shall be merged into and made part of the Contract and both documents shall be collectively referred to as the ("Agreement"); and

3. The Original Agreement defined the term Improvement as bridge repair, including milling and resurfacing, and the removal and installation of guardrail and wing walls; and

4. The sole purpose of this Amendment is to include the temporary closure of the Bridge and the detour of vehicular and pedestrian traffic ("Bridge Detour") during construction of the Improvement; and

5. In the event of any conflict or inconsistency between the Original Agreement and this Amendment, the provisions of this Amendment shall control; and

6. All other terms and conditions of the Original Agreement shall remain in full force and effect.

**NOW THEREFORE**, in consideration of the recitals and mutual covenants and conditions in this Amendment, the parties, intending to be legally bound, acknowledge, covenant and agree as follows:

#### **1. RECITALS**

The above recitals and attached exhibits are specifically incorporated by reference and made part of this Amendment.

#### **2. BRIDGE DETOUR**

The Department and the Agency agree that the Original Agreement will be amended and the following language providing for a Bridge Detour during the construction of the Improvement is incorporated as follows:

A. During construction of the Improvement, the Department must temporarily close access to the Bridge and re-route vehicular traffic throughout the duration of construction of the Improvement, the Bridge Detour is more particularly shown in **Exhibit "B"**; and

**IN WITNESS WHEREOF**, intending to be legally bound, the parties execute this Addendum consisting of two (2) pages.

***SIGNATURES ON FOLLOWING PAGE***

**Florida Department of Transportation**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Legal Review:**

By: \_\_\_\_\_

Office of the General Counsel  
Florida Department of Transportation

**Nassau County**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Legal Review:**

By: \_\_\_\_\_

Legal Counsel

**INTENTIONALLY LEFT BLANK**

## Exhibit "A"

### Original Agreement

Financial Project Id No: 442109-3-02-01  
Federal Id No. (if applicable): E172-115-L  
Project Description: Bridge Repair for CR 121 over Deep Creek (Bridge Number 740060)  
Off System Capital Asset Construction Agency Maintain

#### CONSTRUCTION & MAINTENANCE AGREEMENT

THIS CONSTRUCTION & MAINTENANCE AGREEMENT ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and Nassau County Florida ("Agency")

#### RECITALS-

1. The term "Property" shall refer to certain real property located in the Nassau County, Florida, owned by the Agency and more particularly described bridge repair of CR 121 over Deep Creek (Bridge Number 740060), as shown in attached Exhibit "A"; and

2. The term "Improvement" means and shall refer to bridge repair including mill and resurfacing and the removal and installation of guardrail and wing walls, as more particularly shown in attached Exhibit "B"; and

3. The Department shall fund construction of the Improvement, which is wholly contingent upon appropriation of funds to the Department; and

4. The Department shall construct the Improvement on the Property; and

5. A date for the commencement of construction of the Improvement has not been established; and

6. Prior to commencement of any construction by the Department, the Agency shall ensure that the Property is free and clear of any and all encroachments; and

7. Upon completion of the construction, the Agency shall own, operate, maintain and repair the Improvement at its sole cost and expense; and

8. By Resolution 2018-92 dated 9/10/18 the Agency authorized its representative to execute and enter this Agreement on behalf of the Agency, see Exhibit "C"

NOW THEREFORE with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

#### 1. RECITALS AND EXHIBITS

The above recitals and attached Exhibits are specifically incorporated by reference and made part of this Agreement.

#### 2. EFFECTIVE DATE

The effective date of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

#### 3. ACCESS

This Agreement authorizes the Department to access the Property for the limited purpose of performing this Agreement.

#### 4. TERM

The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date and concluding on the anniversary of the Effective Date. This Agreement shall automatically renew for successive and continuing like one (1) year terms unless terminated by the Department in writing.

#### 5. E-VERIFY

The Agency (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and (B)

Financial Project Id. No.: 442159-3-62-01  
Fiscal Id. No. (If applicable): F172-116-E  
Project Description: Bridge Repair for CR 12' over Deep Creek (Bridge Number 740050)  
OF System Department Contract Agency Maindair

shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

#### **6. COMPLIANCE**

The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local government in addition ("Governmental Law").

#### **7. PERMITS**

In the performance of the Agreement the Agency may be required to obtain one or more Department permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's Construction Agreement which may be required for permanent improvements installed within the Department's right-of-way.

#### **8. PROJECT MANAGEMENT**

A. The Department shall manage the Project for the design and construction of the improvement and perform such activities as the Department deems necessary and appropriate to complete the Project for the improvement including, without limitation, seeking and obtaining approval and participation by one or more federal agencies, design of the improvement, acquisition of right-of-way, construction of the improvement, and any other activities to facilitate satisfactory completion of the improvement. The Department shall commence construction of the improvement at its convenience after the appropriation of sufficient funds.

B. Prior to commencement of construction and at their sole cost and expense, the Agency shall ensure that the Property is free and clear of any and all encroachments that may impede or in any way interfere with the Department's construction of the improvement.

#### **9. UTILITIES**

The Agency shall be responsible for locating, removing and re-occurring utilities, both aerial and underground if required for the Agency to perform this Agreement. The Agency shall ensure all utility locations are accurately documented on the construction Plans and Specifications, including the final as-built plans. All utility conflicts shall be resolved by the Agency directly with the appropriate utility.

#### **10. OPERATION, MAINTENANCE & REPAIR**

A. The Agency shall operate, maintain, and repair the improvement at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement including applicable Governmental Law.

B. The Agency agrees that it will be solely responsible for the operation, maintenance, and repair of the improvement. Should the Agency fail to operate, maintain, and repair the improvement in accordance with the terms and provisions of this Agreement and applicable Governmental Law, and the Department be required to perform such operation, maintenance, or repair pursuant to the *Inspection of Federal-Aid Projects Under Local Jurisdiction, Topic No. 850-005-001*, under the authority of Title 23, Section 116, U.S. Code, the Agency agrees that it shall be fully responsible to the Department for repayment of any funds expended by the Department for the operation, maintenance, or repair of the improvement. The Department shall invoice the Agency for any operation, maintenance, or repair expenses charged to the Department, and the Agency shall pay such invoices in accordance with the Payment section of this Agreement. Nothing in this Agreement shall relieve the Agency of its financial obligations to the Department should this occur.

Financial Project Id. No. 442149-3-3221  
Federal Id. No. (Application): E172-115 F  
Project Description: Bridge Repair for CR 121 over Deep Creek (Bridge Number 741040)  
Off System Department Construct Agency Maintain

C. The Agency further agrees to allow the Department access to the Property and the Improvement pursuant to Paragraph 3 above should the events described in Paragraph 8 occur.

#### **11. WARRANTIES**

After completion of construction of the Improvement and upon the Agency's written request, the Department shall transfer or transferable warranties concerning construction of the Improvement to the Agency. This assignment shall be evidenced by a separate written agreement signed by the parties and shall be subject to applicable Governmental Law and the construction agreement entered between the Department and its contractor.

#### **12. EMINENT DOMAIN AND DAMAGES**

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

#### **13. PAYMENT**

All Department invoices submitted for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §56.03, Florida Statutes, until paid in full (past due principal and accrued interest shall be collectively referred to as "Past Due Sums").

#### **14. INDEMNIFICATION**

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or all the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

#### **15. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY**

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4), Fla. Stat. (2013).

#### **16. NOTICE**

All notices, communications and determinations between the parties herein and those required by the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in

Florida Project No. 44106-55251  
Federal Aid No. (if applicable) C-22-115  
Project Description: Bridge Repair for CR 121 over Deep Creek (Bridge Number 740254)  
DD System Department Contract Agency Number

writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the party at the following addresses:

Department: Florida Department of Transportation  
Attention: Bob Kosoy Jacksonville Maintenance Engineer  
222 E. 9 Road  
Jacksonville, Florida 32206

Agency: Ms. Becky Hiers-Bray, Public Works Director  
Nassau County Public Works Department  
9516\* Nassau Place  
Yulee, Florida 32297

#### 17. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Florida.

#### 18. INITIAL DETERMINATION OF DISPUTES

The Department's District Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties and disputes concerning the interpretation, validity, performance or breach of the Agreement.

#### 19. VENUE AND JURISDICTION

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved by the mutual satisfaction of the parties by the Department's District Secretary shall be exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

#### 20. JURY TRIAL

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including without limitation damages allegedly flowing therefrom.

#### 21. ASSIGNMENT

The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

#### 22. THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

#### 23. VOLUNTARY EXECUTION OF AGREEMENT

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fully and in full knowledge; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it has the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

#### 24. ENTIRE AGREEMENT

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are

Contract Project ID No. 042109-00001  
Federal ID No. 1 (Contractable) 07/27/15  
Project Description: Bridge Repair for CR 124 over Loop Canal Bridge No. 1001 T40050  
CR System Department Contract Agency Number

specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, proposals and alleged agreements and representations, covenants and warranties with respect to the subject matter of the Agreement, and any part thereof, are waived, merged hereto and superseded hereby.

#### **25. EXECUTION OF DOCUMENTS**

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and any other acts to effectuate the Agreement.

#### **26. SUFFICIENCY OF CONSIDERATION**

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

#### **27. WAIVER**

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

#### **28. INTERPRETATION**

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

#### **29. CAPTIONS**

Paragraph title or captions words used herein are inserted as a matter of convenience and reference and in no way define, limit, extend or restrict the scope of the Agreement or any provision hereof.

#### **30. SEVERANCE**

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as possible purposes of the Agreement remain enforceable.

#### **31. COMPUTATION OF TIME**

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

#### **32. MODIFICATION OF AGREEMENT**

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

#### **33. FEDERAL NON-PARTICIPATING ITEMS**

A. The parties agree that improvements added to the Project are only compensable via this FID if such items are deemed to be federal participating items determined in accordance with the CFR.

B. Any items, in the Department's sole discretion and without limitation in accordance with the CFR deemed to be federal non-participating items, shall be funded at the expense of the Agency.

#### **34. PUBLIC RECORDS**

Agency shall comply with Chapter 119, Florida Statutes. Specifically, the Agency shall

A. Keep and maintain public records that ordinarily and necessarily would be required by the Department to perform its Agreement;

B. Upon request from the Department's custodian of public records, provide the Department 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 Chapter 119, Florida Statutes, or as otherwise provided by law.

Federal Project Id. No. 442169 3 62 01  
Federal Id. No. (if applicable): E172-115-E  
Project Description: Bridge Repair for CH 121 over Deep Creek (Bridge Number 740010)  
Off System Department Consultant Agency Address

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 this Agreement and following completion of the Agreement if Agency does not transfer the records to the Department.

D. Upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of Applicant or keep and maintain public records required by the Department to perform this Agreement. If Agency transfers all public records to the public Agency upon completion of this Agreement, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agency keep and maintain public records upon completion of this Agreement, Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by Agency to act in accordance with Chapter 119 and the foregoing shall be grounds for immediate termination of this Agreement by the Department. Agency shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of Agency and shall promptly provide the Department a copy of Applicant's response to each such request.

IF THE CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S/CONTRACTOR'S/VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 2  
386-758-3727  
D2prcustodian@dot.State.FL.us  
Florida Department of Transportation  
District 2 - Office of General Counsel  
1109 South Marion Avenue, MS 2009  
Lake City, FL 32025

#### 35. ANNUAL APPROPRIATION / FUNDING

Pursuant to §339.135(8)(a), Florida Statutes, the Department's obligation to fund construction of the improvement is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(8)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amount budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."



Financial Project Id. No.: 442162-3-52-01  
Federal Aid No. (if applicable): E172-115-E  
Project Description: Bridge Repair for CR 12\* over Deep Creek (Bridge Number 740090)  
City System Department Contract Agency Initials

**SIGNATURES ARE ON THE FOLLOWING PAGE**

**INTENTIONALLY LEFT BLANK**

- (original) Produced No. 4421555-22551  
 Certificate No. (if applicable) of 172/1811  
 Project Description: Design Rumah Baru GR 21 per. Deep Circle (Rumah Kerdas 7422551)  
 Call Number / Page No. of Construction Agreement / Wawancara

IN WITNESS WHEREOF, authority is lawfully hereby given under great Seal of the Commonwealth, and at the City of Boston, this 17th day of June, 1903.

Florida Department of Transportation

By J. J. Jones  
Printed Name: Greg Evans  
Title: Ministerial Agent  
Date: 10/15/13

**Legal Review:**

By Michael J. Rocco  
 Ofc of the General Counsel  
 Florida Department for Transportation 10-24-18

~~Nassau County~~

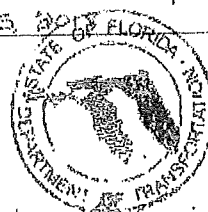
By Pat Edwards  
Printed Name. Pat Edwards  
Title Chairman  
Date October 8, 2018

**Legal Review:**

By Legal Counsel for Agency

**Allost:**

By: Lisa P. Lacey  
Printed Name: Lisa P. Lacey  
Title: Executive Secretary  
Date: Oct 25, 2013 OF FLORIDA



**Attest:**

By: John A. Crawford  
Printed Name: John A. Crawford  
du Ex Officio Clerk  
Date October 8, 2018

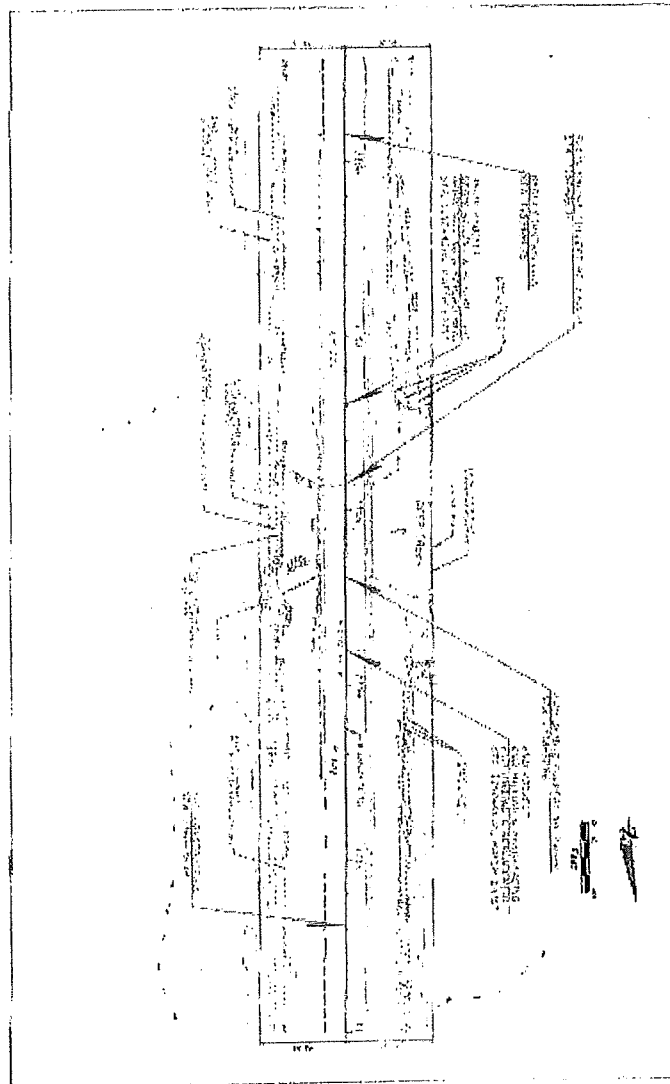
NES  
10-09-10

EXHIBIT "A"  
(LOCATION MAP)

A map of Blaine County, Idaho, showing its location relative to neighboring states and counties. The map includes labels for Washington, Oregon, Nevada, Utah, California, and Arizona. It also shows major roads like I-90 and US-93, and towns such as Pocatello, Arco, and Idaho Falls. A north arrow is present in the bottom right corner.

Financial Project Id. No: 442108.3-52.0  
 Federal Id. No. (if applicable): E172 118 F  
 Project Description: Bridge Repair for GR 121 over Damp Creek (Bridge Number 742050)  
 Off System Department Contact Agency: Maui

**EXHIBIT "B"**  
**(IMPROVEMENT)**



Financial Project Id. No. 4421B9-3-52-51  
Federal Id. No. (if applicable) E172-15-E  
Project Description: Bridge Repair for CR 12' over Goose Creek (Bridge Number 740550)  
Oil System Department Contract Agency Mainline

**EXHIBIT "C"**  
**(RESOLUTION)**

**RESOLUTION 2018 - 92**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA ENDORSING THE DELIVERY OF BRIDGE REPAIR AT COUNTY ROAD 121 OVER DEEP CREEK (NO. 740050) BY THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING DIRECTION TO STAFF; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Florida Department of Transportation (FDOT) is scheduled to deliver a bridge repair project at County Road 121 over Deep Creek (No.740050) on behalf of the Board of County Commissioners of Nassau County, Florida; and

WHEREAS, the Board of County Commissioners of Nassau County, Florida is required to adopt a resolution in support of the aforementioned project delivery by FDOT; and

WHEREAS, the Board of County Commissioners of Nassau County, Florida, although Local Agency Program (LAP) certified, requests that FDOT deliver the aforementioned bridge repair because so doing allows for greater efficiency, innovation, cost and/or times savings or for other reasons which allow for optimal project delivery, and

WHEREAS, the Board of County Commissioners of Nassau County, Florida, desires to provide any support necessary to assist the FDOT in its repair of the bridge at County Road 121 over Deep Creek (No.740050) in Nassau County, Florida, and

WHEREAS, the Board of County Commissioners of Nassau County, Florida finds that the adoption of this resolution and the endorsement of the delivery of the bridge repair project at County Road 121 over Deep Creek (No 740050) by FDOT, is in the best interest of Nassau County, Florida and its citizens.

NOW THEREFORE be it resolved by the Board of County Commissioners of Nassau County, Florida as follows:

**Section 1. Adoption and Incorporation of Recitals**

The Board of County Commissioners of Nassau County, Florida adopts the above outlined recitals and incorporates them herein as part and parcel of this resolution.

**Section 2. Purpose and Authority for Resolution**

This resolution is adopted for the purpose of endorsing the delivery of the bridge repair project at County Road 121 over Deep Creek (No. 740050) for the Board of County Commissioners of Nassau County, Florida by the Florida Department of Transportation and is adopted pursuant to the authority granted by and requirement of Chapter 125, Florida Statutes.

**Section 3. Endorsement of Bridge Repair Delivery**

The Board of County Commissioners of Nassau County, Florida endorses the delivery of the bridge repair project at County Road 121 over Deep Creek (No. 740050) by the Florida Department of Transportation.

**Section 4. Explanation for Delivery by Florida Department of Transportation**

The Board of County Commissioners of Nassau County, Florida, although Local Agency Program (LAP) certified, endorses the delivery of the bridge repair project at County Road 121 over Deep Creek (No. 740050) as outlined above and specifically requests that the Florida Department of Transportation deliver said bridge repair because so doing allows for greater efficiency, innovation, cost and/or time savings or for other reasons which allow for optimal project delivery.

---

**Section 5. Direction to Staff**

- A. Staff is directed to take any and all necessary steps to ensure that the intent of the Board of County Commissioners of Nassau County, Florida as expressed in this resolution, is effectuated and implemented.
- B. Staff is further and specifically directed to provide a certified copy of this resolution to the Florida Department of Transportation at their offices in Lake City, Florida.

**Section 6. Effective Date of Resolution**

This resolution shall be effective immediately upon adoption by the Board of County Commissioners of Nassau County, Florida.

DULY ADOPTED this 10<sup>th</sup> day of September, 2018.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



PAT EDWARDS  
His. Chairman

ATTEST AS TO CHAIRMAN'S  
SIGNATURE:



APPROVED AS TO FORM BY THE  
NASSAU COUNTY ATTORNEY



MICHAEL S. MULLIN

MES  
09/11/18







## BOCC AGENDA ITEM

Tab C

---

**Item Title:** Resolution to Manage and Repair CR 121 Bridge over Deep Creek**Date:** 9/10/2018**Department:** Public Works / Engineering Services**Background:**

During Hurricane Irma CR 121 Bridge over Deep Creek (No. 740050) had extensive damage. The headwall separated and emergency repairs were required to repair the damage. Additional construction is needed to make permanent repairs to the bridge. Florida Department of Transportation (FDOT) will provide design, CEI, and the funding for the necessary repairs as well as manage the project. Construction is anticipated to be let in the spring of 2019.

**Request:**

Approve a Resolution of the Board of County Commissioners of Nassau County, Florida, endorsing the delivery of Bridge Repair at County Road 121 Over Deep Creek (No. 740050) by the Florida Department of Transportation; providing direction to staff; and providing an effective date.

**Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens:**

N/A

**Action Requested and Recommendation:**

- Request the Board approve the attached resolution and authorize the Chairman to sign the resolution for FDOT to provide design, CEI and the funding of the bridge repairs at CR 121 over Deep Creek and manage the project.

**Is this action consistent with the Nassau County Comprehensive Land Use Plan?**

NA

**Funding Source:**

N/A

---

**Additional Information Needed for Contracts/Agreements (If Applicable)****Contract Number assigned by Contracts Management:**

N/A

**For non-governmental agencies, has the document been sent to the vendor for signature?**

N/A

**Does the document need to be recorded? If so, who will pay the recordation fee?****Are there any special mailing instructions? (Include contact name, address, deadline for submittal, how to mail such as express mail, FedEx, etc):**

Melissa Morgan  
FDOT  
710 NW Lake Jeffery Road, Suite 202  
Lake City, FL 32055

**How many originals are needed?**

Two

---

**ATTACHMENTS:**



NASSAU COUNTY BOARD OF COMMISSIONERS MEETINGS  
6:00 PM, September 10, 2018  
James S. Page Governmental Complex, 96135 Nassau Place  
Yulee, FL 32097

CALL TO ORDER-CHAIRMAN

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

AUDIENCE INPUT – NON-AGENDA ITEMS. This is for public comment for items not on the agenda. Comments can only be for items under the authority of the Board of County Commissioners. Time limit is three (3) minutes

AUDIENCE INPUT – AGENDA ITEMS. Except for Quasi Judicial items, any member of the public can address any item on the agenda now or wait until the matter is addressed. Time limit is three (3) minutes

EXPANSION ITEMS DELETIONS TO AGENDA

CONSENT ITEMS – If any board member wishes to move a Consent Item to New Business, please do so now. Does any member of the public want to speak on a Consent Item? *Approve 5-0.*

- (A) Approve and authorize the Chairman to sign the Solid Waste Haulers Permit for Meridian Waste Florida, LLC.
- (B) Release final retainage in the amount of \$55,707.56 to Pars Construction Services, LLC, for completion of the Andrews Road Resurfacing Project. Funding Source: 63000000-205500 ANDRR.
- (C) Approve a Resolution of the Board of County Commissioners of Nassau County, Florida, endorsing the delivery of Bridge Repair at County Road 121 Over Deep Creek (No. 740050) by the Florida Department of Transportation; providing direction to staff; and providing an effective date.
- D. Approve amendments to the Drug and Alcohol Free Policy for Non CDL and CDL Drivers.
- (E)

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS  
NOTES OF REGULAR SESSION  
SEPTEMBER 10, 2018

1. Approve Tabs A, B, C, D, E, F, G, I, J, K, L, M, N, O, R, U, V, AA, AB, AC, and AG.
2. Tab H - Continue to September 19, 2018, for recording purposed only, consideration of the final plat for Lumber Creek PUD-Phase 3, filed by LGI Homes Florida, LLC, owner, and Gillette & Associates, Inc., agent, to construct 160 single family lots on approximately 59.76 acres off Harts Road in the Lumber Creek Subdivision.
3. Tab P - Continue to September 19, 2018 discussion of the Stewardship District and House Bill 1075.
4. Tab Q - Schedule public hearing for October 8, 2018, at 6:00 p.m., or as soon thereafter as the matter may be heard, to consider an Ordinance creating the East Nassau Community Planning Area (ENCPA) Recreation Municipal Service Taxing Unit.
5. Tab S - Continue to September 19, 2018 consideration of the County Attorney Annual Review.
6. Tab T - Approve and authorize Chairman to sign the Assurances Relating to Real Property Acquisition form (CRCS-ADS-78) with County Attorney, Mike Mullin's Opinion Letter to USDA, as required for the Emergency Water Protection Grant Agreement for the Thomas Creek Phase 9 Project and authorize the Public Works Director to submit the form and all necessary documents.
7. Tab W - Continue to September 19, 2018, discussion of an Economic Development Strategic Plan and determine potential funding mechanisms.
8. Tab X - Cancel the November 12, 2018 regular meeting due to offices being closed in observance of Veteran's Day.
9. Tab Y - Continue to September 19, 2018 appointment of a District 3 and District 4 representative to the Conditional Use & Variance Board in order to allow the Board time to review the resumes. Appoint the following: (1) Nick Gillette as District 1 At-Large representative to the Planning & Zoning Board; (2)

reappointment of Kathleen Zetterower as the District 2 representative and Clay Hartley as District 5 At-Large representative for the Conditional Use & Variance Board.

10. Bring back a Resolution on September 19, 2018 for the Board's consideration to honor Shep Brock for his years of service on the Conditional Use and Variance Board. Request Chairman to call a special meeting for the date of the Conditional Use and Variance meeting in order for the Board of County Commissioners to read the resolution for Mr. Brock. Mr. Mullin will bring back the date of the meeting.
11. Tab Z - (1) Adopt the following millage rates included in tentative budget: County-Wide 7.4278; Municipal Service Taxing District 2.3093; Recreation and Water Conservation District - 0.0000; Amelia Island Beach Renourishment - 0.1021; Total Millage - 9.8392. (2) Approve the County-Wide Tentative Budget - \$226,679,871.00. (3) Set final public hearing to adopt the Fiscal Year 2018/2019 Budget and Millage rate for September 24, 2018 at 6:00 p.m., or as soon thereafter as the matter may be heard.
12. Tab AD - Continue to October 8, 2018, at 6:00 p.m., or as soon thereafter as the matter may be heard, consideration of an Ordinance of the Board of County Commissioners of Nassau County, Florida, amending Article 37 of the Land Development Code, Natural Resource Protection; specifically rescinding the current Section 37.02, Native Canopy Tree Protection, and adding a new Section 37.02, Amelia Island Tree Protection and Replacement; amending Article 32 of the Land Development Code, Definitions, providing for penalty; providing for enforcement; providing for severability; providing for codification; and providing an effective date.
13. Tab AE - Continue to October 8, 2018, at 6:00 p.m., or as soon thereafter as the matter may be heard, consideration of an Ordinance of the Board of County Commissioners of Nassau County, Florida, amending Section 37.05 of the Land Development Code, Natural Resources Protection; amending the supplemental tree list for landscaping; providing for alternative tree species planting adjacent to utilities; providing for buffer planting detail; amending planting requirements; providing for clarity in the relationship