

APPENDIX E

**Florida Department of Transportation
(FDOT)
Small County Road Assistance Agreement
Financial Project No. 432604-1-54-01**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONTRACT STATUS CHANGE/CHECKLIST

COMPTROLLER
01/08

STATE COMPTROLLER USE:

Info Provider: Kim Evans

Received date: _____

Return to: FISCAL

Approved date: _____

Mail Station: 2006

Approved by: _____

Phone # of Info Provider: 386-961-7402

CONTRACT NUMBER: G0985

SITE/DISTRICT: 2

Total Executed Contract Amount: \$ _____ To date / \$ 924,000.00 This action

Status Code (choose one) ☐ 10 = Executed Contract ☐ 4X or 6X = Audit Status (Indicate Year) _____

☐ 20 = In Claims ☐ 99 = Post Design Service ☐ 50 = Complete/Terminated Contract

☒ Original Contract ☐ Amendment (Indicate #) _____ ☐ Renewal ☐ Addition (Indicate #) _____

☐ Award ☐ Supplemental (Indicate #) _____ ☐ Letter of Authorization (Indicate #) _____

☐ Time Extension ☐ Close Contract ☒ Other Changes (must include comments)

LETTING DATE: _____ AWARD DATE: _____

DATE OF CONTRACT EXECUTION (Last Signed Date): 4/11/2016

If last date signed > contract start date you must submit emergency certification (287.059 F.S. (2) 1) or Certificate of noncompliance (287.059 F.S. (2)) or settlement document (CM4(87-88) or CM11 (91-92)).

CONTRACT BEGINNING DATE: 4/11/2016 ENDING DATE: 12/31/2017

SERVICES BEGINNING DATE: _____ SERVICES ENDING DATE: _____

VENDOR NAME: Nassau County BOCC

VENDOR NUMBER (FEID/SS): F591863042053

PROJECT NUMBER: 432604-1-54-01

PROJECT NUMBER: _____

PROJECT NUMBER: _____

PROJECT NUMBER: _____

CAN THIS CONTRACT BE RENEWED? ☐ YES ☒ NO

SERVICE TYPE: _____

PAGE NUMBER RENEWAL CLAUSE IN CONTRACT: _____

Comments:

Certification Statement: I certify that the above information is correct and a true reflection of information contained in the above referenced contract.

Approved by: (Printed or typed) FISCAL

Title: DISTRICT FINANCIAL SERVICES ADMINISTRATOR

Approval Signature: _____

Approval Date: _____

Initials: _____



Florida Department of Transportation

RICK SCOTT
GOVERNOR

1109 South Marion Avenue
Lake City, Florida 32025

JIM BOXOLD
SECRETARY

April 12, 2016

The Honorable Walter Boatright, Chair
Nassau County BOCC
76347 Veteran's Way, Ste. 456
Yulee, Florida 32097

**Subject: Small County Road Assistance Program
Resurfacing of Thomas Creek Road
From US 301 / SR 200 to Duval C/L
Financial Project ID: 432604-1-54-01
Contract Number: G0985**

Dear Chair Boatright:

Enclosed for your file is a fully executed copy of the Small County Road Assistance Program Agreement for the resurfacing or reconstruction of Thomas Creek Road from US 301 / SR 200 to the Duval C/L in Nassau County, Florida.

The County must provide a set of signed and sealed plans, scope of service, an Engineer's Estimate, and an email verifying that the consultant has been selected in accordance with the Consultant's Competitive Negotiation Act (CCNA) for Department's review and approval *prior* to the Department giving authorization to advertise. The Department does not allow the CEI and designer to be the same.

Prior to award, please submit the name of the lowest responsible / responsive bidder. The Department will verify that the County's selection is a FDOT prequalified contractor and give Department approval. Once a contractor is selected, please send the preliminary schedule from the contractor.

To expedite reimbursement, invoices should be sent directly to Ms. Kim Evans at 1109 South Marion Avenue, Lake City, Florida, 32025-5874. Invoices should be submitted in detail sufficient for a proper pre-audit and post-audit. Please remember that Nassau County is responsible for bearing all expenses in excess of the amount the Department agrees to participate **(\$924,000.00)**.

Should you have questions or need additional information, I can be reached at 1-800-749-2967, Extension 7402.

Sincerely,



Kim Evans
District Local Programs Administrator

/ke
Enclosures

CC: Mr. Scott Herring, Public Works Director
Mr. Jonathan Page, P.E., County Engineer

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
SMALL COUNTY ROAD ASSISTANCE AGREEMENT

CM 2296

Financial Project No.: 432604-1-54-01
Catalog of State Financial Assistance No.: 55016

This Small County Road Assistance Agreement (this "Agreement") is made this 17th day of April, 2016 between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT", and Nassau County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY".

WITNESSETH

WHEREAS, the DEPARTMENT has the authority, under Section 334.044(7), Florida Statutes, to enter into this Agreement; and

WHEREAS, the Small County Road Assistance Program has been created within the DEPARTMENT pursuant to Section 339.2816, Florida Statutes, to assist small counties in resurfacing or reconstructing county roads; and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.2816, Florida Statutes; and

WHEREAS, the DEPARTMENT is willing to provide the COUNTY with financial assistance, under FM No. **432604-1-54-01**, for costs directly related to the resurfacing or reconstruction of Thomas Creek Road from US 301 / SR 200 to Duval C/L, hereinafter referred to as the PROJECT; and

WHEREAS, the COUNTY by Resolution No. 2016-33 dated the 16th day of March, 2016, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners or County Manager to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

1. SERVICES AND PERFORMANCE

A. The COUNTY shall furnish the services with which to construct the PROJECT. Said PROJECT shall consist of the actions and services described in Exhibit B, attached hereto and made a part hereof. The scope of work shall clearly establish the tasks to be performed pursuant to Section 215.971, Florida Statutes.

B. The COUNTY agrees to undertake the construction of the PROJECT in accordance with all applicable federal, state and local laws, rules and regulations, including COUNTY's standards and specifications. The COUNTY shall be responsible for obtaining clearances/permits required for the construction of the PROJECT from the appropriate permitting authorities. Upon completion of the PROJECT, the COUNTY shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the COUNTY's standards and specifications.

C. The DEPARTMENT will be entitled at all times to be advised, upon request, as to the status of work being done by the COUNTY and of the details thereof. Coordination shall be maintained by the COUNTY with representatives of the DEPARTMENT.

D. The COUNTY must certify that the consultant has been selected in accordance with the Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes). Contractor must be prequalified by the DEPARTMENT pursuant to Section 337.14, Florida Statutes, and Rule Chapter 14-22, Florida Administrative Code for projects meeting the thresholds therein.

E. The COUNTY 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 COUNTY during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to

Initials: _____

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.

F. The COUNTY shall not sublet, assign or transfer any work under this Agreement without the prior written consent of the DEPARTMENT.

G. The COUNTY shall require quantifiable units of deliverables pursuant to Section 215.971, Florida Statutes. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating successful completion of each deliverable. Said deliverables are described in Exhibit C, attached hereto and made a part hereof.

H. Notices under this Agreement shall be in writing and shall be considered effective upon delivery by United States mail, facsimile, or overnight courier to the individuals listed below as follows:

TO DEPARTMENT:

Kim Evans, District Local Programs Administrator
FDOT - District 2 Program Management
1109 South Marion Avenue
Lake City, Florida 32025-5874

TO COUNTY:

Nassau County Public Works
Scott Herring, Public Works Director
96161 Nassau Place
Yulee, Florida 32097

2. TERM

A. The COUNTY shall commence the PROJECT activities subsequent to the execution of this Agreement and shall be performed in accordance with the following schedule:

- i) Construction contract to be let on or before 12/31/2016.
- ii) Construction to be completed on or before 12/31/2017.

B. The COUNTY agrees to complete the PROJECT on or before 12/31/2017. If the COUNTY does not complete the PROJECT within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the COUNTY and granted in writing by the DEPARTMENT prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the PROJECT. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the DEPARTMENT.

C. This Agreement shall not be renewed. Any extension which shall be for no more than six (6) months shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.

3. COMPENSATION AND PAYMENT

A. The DEPARTMENT agrees to a maximum participation in the PROJECT [design, construction and construction engineering inspection services ("CEI")] in the amount of \$924,000.00.

B. The COUNTY shall submit one invoice (3 copies) plus supporting documentation required by the DEPARTMENT to the Project Manager, at the address stated in paragraph 1G, for approval and processing:

- ☒ monthly, or
- ☐ once the PROJECT has been accepted by the COUNTY and approved by the DEPARTMENT.

C. In the event the COUNTY proceeds with the CEI of the PROJECT with its own forces, the COUNTY will only be reimbursed for direct costs (this excludes general and administrative overhead).

D. All costs charged to the PROJECT shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

Florida Statutes:
334.044(7)

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E. The DEPARTMENT shall have the right to retain out of any payment due the COUNTY under this Agreement an amount sufficient to satisfy any amount due and owing to the DEPARTMENT by the COUNTY on any other Agreement between the COUNTY and the DEPARTMENT.

F. The COUNTY must submit the final invoice to the DEPARTMENT within 180 days after the final acceptance of the project.

G. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT'S Comptroller under Section 334.044 (29), Florida Statutes. Any provisions for an advance payment are provided in Exhibit N/A, attached hereto and made a part of this Agreement.

H. Deliverables must be received and accepted in writing by the Contract Manager prior to payments.

I. Any penalty for delay in payment shall be in accordance with Section 215.422(3)(b), Florida Statutes.

J. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

K. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the DEPARTMENT'S Travel Form No. 300-000-01 and will be paid in accordance with Section 112.061, Florida Statutes.

L. Participants providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has 5 working days to inspect and approve the goods and services. The DEPARTMENT has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

M. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Participant. Interest penalties of less than one (1) dollar will not be enforced unless the Participant requests payment. Invoices that have to be returned to a Participant because of Participant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

N. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payments(s) from a state Agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

O. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the COUNTY's general accounting records and the PROJECT records, together with supporting documents and records of the COUNTY and all subcontractors performing work on the PROJECT, and all other records of the COUNTY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

P. In the event this contract for services is in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The DEPARTMENT [Department of Transportation], 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 amounts 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

Initials: _____

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 periods exceeding one year, but any contract so made shall be executory only for the value of the 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 \$25,000.00 and which have a term for a period of more than 1 year."

Q. The DEPARTMENT'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.

R. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

S. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

4. INDEMNITY AND INSURANCE

A. The COUNTY agrees to include the following indemnification in all contracts with contractors/subcontractors, consultants/subconsultants, who perform work in connection with this Agreement:

"The contractor/consultant shall indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, its officers, agents or employees."

B. LIABILITY INSURANCE. The COUNTY shall carry or cause its contractor/consultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of the agreement, when it includes construction within the limits of a railroad right-of-way, the COUNTY must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of the DEPARTMENT's Standard Specifications for Road and Bridge Construction (2010), as amended.

C. WORKER'S COMPENSATION. The COUNTY shall also carry or cause its contractor/consultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

5. COMPLIANCE WITH LAWS

A. The COUNTY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY in conjunction with this Agreement. Failure by the COUNTY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The COUNTY and the DEPARTMENT agree that the COUNTY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Agreement for purposes other than those set out in Section 337.274, Florida Statutes.

6. COMPLIANCE WITH FLORIDA SINGLE AUDIT ACT

A. The administration of resources awarded through the DEPARTMENT to the COUNTY by this Agreement may be subject to audits and/or monitoring by the DEPARTMENT. The following requirements do not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The COUNTY shall comply with all audit and audit reporting requirements as specified below.

- i. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the COUNTY'S use of state financial assistance may include but not be limited to on-site visits by DEPARTMENT staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the DEPARTMENT by this Agreement. By entering into this Agreement, the COUNTY agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the DEPARTMENT. The COUNTY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT, the Department of Financial Services (DFS) or the Auditor General.
- ii. The COUNTY a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the DEPARTMENT through this Agreement is subject to the following requirements:
 - a. In the event the COUNTY meets the audit threshold requirements established by Section 215.97, Florida Statutes, the COUNTY must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit A** to this Agreement indicates state financial assistance awarded through the DEPARTMENT by this Agreement needed by the COUNTY to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the COUNTY shall consider all sources of state financial assistance, including state financial assistance received from the DEPARTMENT by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - b. In connection with the audit requirements, the COUNTY shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - c. In the event the COUNTY does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the COUNTY is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the COUNTY must provide a single audit exemption statement to the DEPARTMENT at FDOTSingleAudit@dot.state.fl.us no later

than nine months after the end of the COUNTY'S audit period for each applicable audit year. In the event the COUNTY does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the COUNTY'S resources (*i.e.*, the cost of such an audit must be paid from the COUNTY'S resources obtained from other than State entities).

- d. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- e. Any copies of financial reporting packages, reports or other information required to be submitted to the DEPARTMENT shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- f. The COUNTY, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the COUNTY in correspondence accompanying the reporting package.
- g. Upon receipt, and within six months, the DEPARTMENT will review the COUNTY'S financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the DEPARTMENT by this Agreement. If the COUNTY fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- h. As a condition of receiving state financial assistance, the COUNTY shall permit the DEPARTMENT, or its designee, DFS or the Auditor General access to the COUNTY'S records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- iii. The COUNTY shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the DEPARTMENT, or its designee, DFS or the Auditor General access to such records upon request. The COUNTY shall ensure that the audit working papers are made available to the DEPARTMENT, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the DEPARTMENT.

7. TERMINATION AND DEFAULT

A. This Agreement may be canceled by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the COUNTY shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors. This Agreement may be canceled by the COUNTY upon sixty (60) days written notice to the DEPARTMENT.

B. If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the COUNTY, the DEPARTMENT shall notify the COUNTY of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the COUNTY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement.

8. MISCELLANEOUS

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

B. The DEPARTMENT shall not be obligated or liable hereunder to any party other than the COUNTY.

C. In no event shall the making by the DEPARTMENT of any payment to the COUNTY constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the COUNTY, and the making of such payment by the DEPARTMENT while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

D. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

E. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

F. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.

Florida Statutes:
334.044(7)

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G. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the PROJECT is completed and accepted and payment made by the DEPARTMENT.

H. The contractor/consultant/vendor agrees to comply with s.20.055 (5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055 (5), Florida Statutes.

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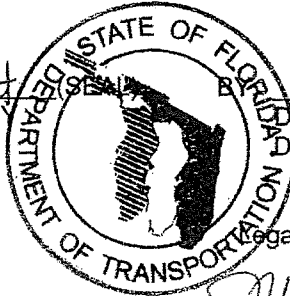
Initials: _____

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed on its behalf this 16th day of March, 2016, by the Chairman of the Board of Commissioners, authorized to enter into and execute same by Resolution Number 2016-33 of the Board on the 16th day of March, 2016, and the DEPARTMENT has executed this Agreement through its District Secretary for District Two, Florida Department of Transportation, this 11th day of April, 2016

NASSAU COUNTY, FLORIDA

ATTEST: [Signature] (SEAL)
CLERKMES
03-18-16BY: [Signature]
CHAIRMAN, BOARD OF
COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST: [Signature]
EXECUTIVE SECRETARYBY: [Signature]
DISTRICT SECRETARY
DISTRICT TWODistrict Construction/Maintenance
Engineer Approval:

Legal Review:

[Signature] 4-8-16

Availability of Funds

Approval:

(Date)

Initials: _____

Florida Statutes:
334.044(7)

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EXHIBIT A

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation
State Project Title: SMALL COUNTY ROAD ASSISTANCE PROGRAM
CSFA Number: 55.016
***Award Amount:** \$ 924,000

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.016 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.016 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

Initials: _____

EXHIBIT B

SCOPE OF SERVICES AND DELIVERABLES

The project consists of the Design, Construction and Construction Engineering Inspection for the resurfacing of Thomas Creek Road from US 301 / SR 200 to Duval C/L

- Development of design plans
- Bid and award
- Construction
- Construction Engineering and Inspection

AGENCY RESPONSIBILITIES:

The Agency is required to provide a copy of the design plans for the Department's file. The Agency is required to send an Engineer's Estimate and scope of services. The Agency is required to send an email verifying that the consultant was obtained following the CCNA. The Agency is required to send a preliminary schedule from the selected contractor, once available.

If Right-of-Way activities become apparent, begin coordination with the Department at once. The Department's maximum participation is not to exceed **\$924,000.00**

Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by execution of a Supplemental Agreement between the Department and Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the award amount and execution of the Supplemental Agreement.

**EXHIBIT C
SCHEDULE OF FUNDING**

The Honorable Pat Edwards, Chair Nassau County Board of County Commissioners 96135 Nassau Place, Ste. 1 Yulee, Florida 32097	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION SMALL COUNTY ROAD ASSISTANCE PROGRAM (SCRAP)	Financial Project ID: 432604-1-54-01
		Contract Number:

PROJECT DESCRIPTION

Name: Thomas Creek Road

Termini: from US 301 / SR 200 to Duval C/L

Description of Work: resurfacing and reconstruction

TYPE OF WORK By Fiscal Year	(1) TOTAL PROJECT ESTIMATE FUNDS (100%)	(2) AGENCY FUNDS (0%)	(3) STATE & FEDERAL FUNDS (100%)
Design <u>2008-2009</u> <u>2009-2010</u> <u>2010-2011</u> Total Design Cost	 	 	
Right of Way <u>2008-2009</u> <u>2009-2010</u> <u>2010-2011</u> Total Right of Way Cost	 	 	
Construction <u>2012-2013</u> <u>2013-2014</u> <u>2014-2015</u> <u>2015-2016</u> <u>2016-2017</u> Total Construction Costs	 <u>\$ 924,000.00</u> <u>\$ 924,000.00</u>	 	 <u>\$ 924,000.00</u> <u>\$ 924,000.00</u>
Construction Engineering and Inspection <u>2013-2014</u> <u>2014-2015</u> <u>2015-2016</u> <u>2016-2017</u> Total Construction Costs	 	 	
Total Cost of Project	 <u>\$ 924,000.00</u>	 	 <u>\$ 924,000.00</u>

The Department's fiscal year begins on July 1. The Department will notify the Agency, in writing, when funds are available.

Initials: _____

RESOLUTION NO. 2016- 33

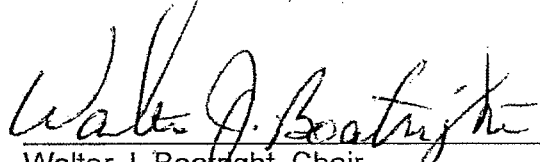
**A RESOLUTION AUTHORIZING THE EXECUTION OF THE AGREEMENT
BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND
THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**

WHEREAS, the Public Works Director has recommended that the Board of County Commissioners of Nassau County, Florida, execute a Small County Road Assistance Program Agreement between the State of Florida Department of Transportation and Nassau County, Florida regarding the resurfacing of Thomas Creek Road from US301 to Duval County line. (Financial Project ID No. 432604-1-54-01).

NOW, THEREFORE, BE IT RESOLVED, this 16th day of March, 2016, by the Board of County Commissioners of Nassau County, Florida as follows:


1. The Small County Road Assistance Program Agreement between the State of Florida Department of Transportation and Nassau County is hereby approved and the Chairman is authorized to execute said agreement.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

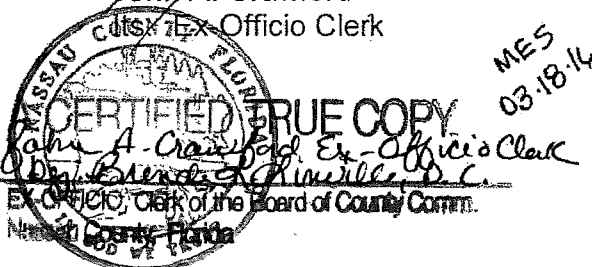

Walter J. Boatright, Chair

Attest as to Chairman's signature:

Approved as to form by the
Nassau County Attorney:


John A. Crawford
Ex-Officio Clerk


MICHAEL S. MULLIN



Initials: _____

TO: PG223KE@dot.state.fl.us
SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT G0985

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #G0985 Contract Type: GD Method of Procurement: G
Vendor Name: NASSAU COUNTY BO
Vendor ID: VF591863042053
Beginning date of this Agmt: 03/24/16
Ending date of this Agmt: 12/31/17
Contract Total/Budgetary Ceiling: ct = \$924000

Description:

resurfacing of thomas creek road from US 301 / SR 200 to Duv
al C/L

ORG-CODE	*EO	*OBJECT	*AMOUNT	*FIN PROJECT	*FCT	*CFDA
(FISCAL YEAR)		*BUDGET ENTITY		*CATEGORY/CAT YEAR		
AMENDMENT ID	*SEQ.	*USER ASSIGNED ID	*ENC LINE(6S)/STATUS			

Action: ORIGINAL Funds have been: APPROVED

55 024010206	*AI	*751000	*	924000.00	*43260415401	*215	*
2016		*55150200			*085575/16		
0001		*00	*		*0001/04		

TOTAL AMOUNT: *\$ 924,000.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 03/25/2016

Initials: _____



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
Contract Management Department
96135 Nassau Place, Suite 6
Yulee, Florida 32097
904-530-6040 Fax: 904-321-2658

Angela Gregory
agregory@nassaucountyfl.com

TO: All Proposers
FROM: Angela Gregory, Procurement Manager
SUBJECT: Addendum #1
Invitation to Bid, Bid Number NC17-002
Thomas Creek Road Resurfacing Project
August 9, 2017

**REMINDER: This addendum must be
acknowledged, signed and returned
with your proposal. Failure to comply
may result in disqualification of your
submittal.**

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

Part 1 – Questions & Answers

N/A

Part 2 - Clarifications

Bid due date and bid opening date shall be amended as:

Bid Deadline: Tuesday, September 19, 2017 @ 4:00 PM

Bid Opening: Wednesday, September 20, 2017 @ 10:00 AM (or soon thereafter)

ATTACHMENTS:

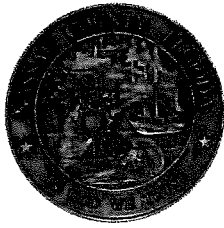
N/A

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM NO. 1, ISSUED DURING THE SOLICITATION PERIOD:

Vendor Signature: _____ **Date:** _____

NOTE: You are required to acknowledge receipt of this addendum by signing and submitting it with your bid/proposal (signature page only). In addition you are required to acknowledge receipt on the Addendum Acknowledgement (Attachment B, Page 12).

End of Addendum #1



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
Contract Management Department
96135 Nassau Place, Suite 6
Yulee, Florida 32097
904-530-6040 Fax: 904-321-2658

Angela Gregory
agregory@nassaucountyfl.com

TO: All Proposers
FROM: Angela Gregory, Procurement Manager
SUBJECT: Addendum #2
Invitation to Bid, Bid Number NC17-002
Thomas Creek Road Resurfacing Project
September 6, 2017

**REMINDER: This addendum must
be acknowledged, signed and
returned with your proposal.
Failure to comply may result in
disqualification of your submittal.**

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

A non-mandatory pre-bid conference was held Wednesday August 30, 2017 at the 96135 Nassau Place, Commissioner Chambers, Yulee, Florida 32097 for the Thomas Creek Road Resurfacing Project, Bid Number NC17-002. Copies of the sign-in sheets are attached to this addendum.

Angela Gregory, Procurement Manager opened the meeting with introductions and discussion on the bid submittal requirements. **Bids are due by Tuesday September 19, 2017 at 4:00 p.m.** Caution was given to the bidders, if they plan on delivering their bid on the deadline date, to allow sufficient time for security clearance at the Robert M. Foster Judicial Center which is located at 76347 Veterans Way in Yulee, Florida. Bids received after 4:00 p.m. on September 19, 2017 will not be accepted.

Scott Herring, Nassau County Public Works Director provided an overview of the project. Additional discussion are as follows:

- a. The project consists of the leveling and overlay of pavement on Thomas Creek Road from US301 to the Duval County line in Nassau County, Florida.
- b. The work to be performed is generally described as resurfacing of a two-lane rural road and includes:
 - (1) Performing embankment work on shoulders to match pavement profile.
 - (2) Constructing an asphalt base.
 - (3) Milling pavement at joints with existing pavement.
 - (4) Leveling the existing asphalt.
 - (5) Overlay of existing asphalt pavement.
 - (6) Traffic maintenance and protection.
 - (7) Pavement markings and signage.
 - (8) Placing seed performance turf (Hydro-seed, Sod)

- c. All work shall be in accordance with the construction drawings, specifications, and contract documents.
- d. **BIDDERS MUST BE FDOT PRE-APPROVED FOR ALL WORK REQUIRED FOR THIS PROJECT.**

Angela Gregory- Question must be submitted in writing 7 days prior to the bid opening.

Question and Answers:

Q1: What is the estimated budget?

A1: Estimated budget is \$ 918,900.00

Q2: Will there be a side strip put down on both sides of the road with seed and mulch past the side strip?

Q2: Yes, a 16 inch strip of sod is required adjacent to the roadway as shown on the plans.

ATTACHMENTS:

Attachment A - Sign-in Sheets for Mandatory Pre-Bid Conference, August 30, 2017

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM NO. 1, ISSUED DURING THE SOLICITATION PERIOD:



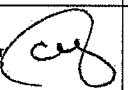
Vendor Signature: _____ Date: _____

NOTE: You are required to acknowledge receipt of this addendum by signing and submitting it with your bid/proposal (**signature page only**). In addition you are required to acknowledge receipt on the Addendum Acknowledgement (Attachment B, Page 12).

End of Addendum #2

**THOMAS CREEK ROAD RESURFACING PROJECT
NASSAU COUNTY, FLORIDA
BID NO. NC17-002**

**NON-MANDATORY PRE-BID MEETING
WEDNESDAY, AUGUST 30, 2017 @ 10:00 A.M.
James S. Page Governmental Complex, 96135 Nassau Place, Yulee, Florida 32097
STAFF/CONSULTANT SIGN IN SHEET**

SIGN IN OR INITIAL	DEPARTMENT	COMPANY ADDRESS	PHONE/FAX	EMAIL ADDRESS
Scott Herring 	Public Works	96161 Nassau Place Yulee, FL 32097	Ph.: 904-530-6225 Fax:	sherring@nassaucountyfl.com
Becky Bray	Engineering	96161 Nassau Place Yulee, FL 32097	Ph.: 904-530-6225 Fax:	bbray@nassaucountyfl.com
Angela Gregory 	Contract Management	96165 Nassau Place Yulee, FL 32097	Ph.: 904-530-6040 Fax: 904-321-2658	agregory@nassaucountyfl.com
Charlotte Young 	Contract Management	96165 Nassau Place Yulee, FL 32097	Ph.: 904-530-6040 Fax: 904-321-2658	cyoung@nassaucountyfl.com
			Ph.: Fax:	
			Ph.: Fax:	
			Ph.: Fax:	
			Ph.: Fax:	
			Ph.: Fax:	

Initials: _____

**THOMAS CREEK ROAD RESURFACING PROJECT
NASSAU COUNTY, FLORIDA
BID NO. NC17-002**

**NON-MANDATORY PRE-BID MEETING
WEDNESDAY, AUGUST 30, 2017 @ 10:00 A.M.
James S. Page Governmental Complex, 96135 Nassau Place, Yulee, Florida 32097**

CONTRACTOR SIGN IN SHEET [PLEASE PRINT]

SIGN IN	COMPANY NAME	COMPANY ADDRESS	PHONE/FAX	EMAIL ADDRESS
Josh Martin	Preferred Materials Inc	11482 Columbia Park Dr W Jacksonville FL 32258	Ph.: 904-288-6300 Fax: 904-288-6301	jmartin@preferredmaterials.com
Ralph Hamilton	Hubbard Construction	5754 Edward St Jx FL 32254	Ph.: 904 786-102 Fax: 6750433	Ralph - Hamilton @hubbard.com
April D Campbell	Pars Construction	7643 Gate Parkway Suite 104-82 32256 JAX	Ph.: 642-6144 Fax: 527-1014	info@pars-construction.com
Doug Bellich	Walter Court Construction Co. Inc.	1701 Blanding Blvd Middleburg FL 32268	Ph.: 904-291-9330 Fax: 904 291-4950	doug@waltercourt.com
Chris Wright	Duval Asphalt Products, Inc.	7544 Philips Hwy. Jax, FL 32256	Ph.: 904-296-2020 Fax: 904-296-6574	cwright@duvalasphalt.com
RANDY MARY	KID2UE3 TMS/PA	1799 Ulee Rd	Ph.: 904-288-7878 Fax:	rkid2ue3@tms.com
			Ph.: Fax:	
			Ph.: Fax:	
			Ph.: Fax:	

Initials: _____



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
Contract Management Department
96135 Nassau Place, Suite 6
Yulee, Florida 32097
904-530-6040 Fax: 904-321-2658

Angela Gregory
agregory@nassaucountyfl.com

TO: All Proposers
FROM: Angela Gregory, Procurement Manager
SUBJECT: Addendum #3
Invitation to Bid, Bid Number NC17-002
Thomas Creek Road Resurfacing Project
September 18, 2017

**REMINDER: This addendum must be
acknowledged, signed and returned
with your proposal. Failure to comply
may result in disqualification of your
submittal.**

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

Part 1 – Questions & Answers

N/A

Part 2 - Clarifications

Bid due date and bid opening date shall be amended as:

Bid Deadline: Tuesday , September 26, 2017 @ 4:00 PM

Bid Opening: Wednesday September 27, 2017 @ 10:00 AM (or soon thereafter)

ATTACHMENTS:

N/A

**ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM
NO. 1, ISSUED DURING THE SOLICITATION PERIOD:**

Vendor Signature: _____ **Date:** _____

NOTE: You are required to acknowledge receipt of this addendum by signing and submitting it with your bid/proposal (signature page only). In addition you are required to acknowledge receipt on the Addendum Acknowledgement (Attachment B, Page 12).

End of Addendum #3