

DEPARTMENT OF NATURAL RESOURCES
CONTRACT REVIEW FORM

(1) ORIGINAL XX AMENDMENT NO. _____ DNR CONTRACT NO. C-8200

CONTRACTOR & MAILING ADDRESS:

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1010
FERNANDINA BEACH, FLORIDA 32034

(2) CONTRACTOR FEID/SSN _____

(3) KIND: Services XX
Commodities _____
Grant _____
Other _____
Concession _____

(4) DGS CLASS CODE 929-620 (Purchasing Use Only) - CMBE _____

(5) SUBJECT/DESCRIPTION Installation of Regulatory Markers pursuant to 16N-24.019 P.A.C., Boating Restricted Area in the Amelia River, Nassau County. (6)

BEGIN DATE Upon Execution END DATE December 31, 1993 (7) TOTAL AMOUNT \$ 10,000.00

(8) DELEGATION OF AUTHORITY EDS (9) METHOD OF PROCUREMENT _____

(10) COMMENTS/EXPLANATION _____

(11)

ORGANIZATION CODE	EO	OBJECT CODE	AMOUNT	APP. CATEGORY	YR	GRANT NO.
7460-2040-090	01	139903	\$10,000.00			

DIVISION Law Enforcement OFFICE Waterway Management

(12)	APPROVED BY: / DATE:	NOTES/INSTRUCTIONS (Reviewers Only)
CONTRACT MANAGER/ORIGINATOR:	<u>[Signature]</u> / <u>6/23/93</u>	
BUREAU CHIEF:	<u>[Signature]</u> / <u>6/23/93</u>	
DIVISION DIRECTOR:	<u>[Signature]</u> / <u>6/23/93</u>	
CONTRACT ADMINISTRATOR:	<u>[Signature]</u> / <u>6/23/93</u>	
PURCHASING:	_____ / _____	
LEGAL:*	_____ / _____	
FINAL REVIEW (By Legal):	<u>[Signature]</u> / _____	

*LEGAL REVIEW NOT REQUIRED FOR CONTRACTS LESS THAN \$20,000 WHEN USING DNR 11-011

AGREEMENT

THIS AGREEMENT is entered into this 30th day of JUNE, 1993, between the FLORIDA DEPARTMENT OF NATURAL RESOURCES (hereinafter referred to as the "Department") and NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS, a COUNTY GOVERNMENTAL ENTITY whose address is P.O. BOX 1010 FERNANDINA BEACH, FLORIDA 32034 (hereinafter referred to as the "Contractor"), to provide INSTALLATION OF UNIFORM WATERWAY REGULATORY SPEED MARKERS PURSUANT TO 16N-24.019 F.A.C., BOATING RESTRICTED AREA IN THE AMELIA RIVER IN NASSAU COUNTY services.

In consideration of the mutual benefits to be derived herefrom, the Department and Contractor do hereby agree as follows:

1. The Department does hereby retain the Contractor to perform the INSTALLATION OF UNIFORM WATERWAY REGULATORY SPEED MARKERS services as defined herein, and the Contractor does hereby agree to perform such services upon the terms and conditions set forth in this Agreement and all exhibits and attachments named herein which are attached hereto and incorporated herein by reference.

2. The Contractor shall perform the services in a proper and satisfactory manner as determined by the Department. Any and all such equipment, products, or materials necessary to perform these services, or requirements as further stated herein, shall be supplied by the CONTRACTOR.

3. The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Department.

4. As consideration for the services rendered by the Contractor under the terms of this Agreement, the Department shall pay the Contractor as specified in Exhibit A. All bills for amounts due under this Agreement shall be submitted in sufficient detail for a proper pre-audit and post-audit thereof. All requests for reimbursement of travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes.

5. This Agreement shall begin upon execution by both parties and end DECEMBER 31, 1993, inclusive. This Agreement may be renewed on a yearly basis for a maximum of two (2) years after the initial Agreement period, or for a period no longer than the term of the original Agreement period, whichever period is longer. Renewal of this Agreement shall be in writing and subject to the same terms and conditions of this Agreement. If this Agreement is the result of a solicitation of bids or proposals, the renewal provision and cost of any contemplated renewals must have been included in the invitation to bid or

request for proposals. If this Agreement was procured through a single source or an emergency purchase, it cannot be renewed. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds.

6. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

7. Pursuant to Florida Statutes, the Department's contract manager shall have 5 days, unless otherwise specified herein, to inspect and approve the services for payment; the Department must submit a request for payment to the Florida Department of Banking and Finance within 20 days; and the Department of Banking and Finance is given 15 days to issue a warrant. Days are calculated from the latter date the invoice is received or services received, inspected, and approved. Invoice payment requirements do not start until a proper and correct invoice has been received. Invoices which have to be returned to a Contractor for correction(s) will result in a delay in the payment. A Vendor Ombudsman has been established within the Department of Banking and Finance who may be contacted if a Contractor is experiencing problems in obtaining payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at 904/488-2924 or 1-800-848-3792.

8. In accordance with Chapter 215.422, Florida Statutes, the Department shall pay the Contractor interest at a rate of one (1) percent per month, calculated on a daily basis on the unpaid balance, if a warrant in payment of an invoice is not issued within 40 days after receipt of a correct invoice and receipt, inspection, and approval of the goods or services. Interest payments of less than \$1 will not be enforced unless a Contractor requests payment.

9. The Contractor shall save and hold harmless and indemnify the State of Florida against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of any person or persons and for loss or damage to any property resulting from the use, service, operation or performance of work under the terms of this Agreement, resulting from the negligent acts of the Contractor, his subcontractor, or any of the employees, agents or representatives of the Contractor or subcontractor to the extent allowed by law.

10. This Agreement may be canceled by either party, with or without cause, by giving THIRTY 30 days written notice to the other party. Said notice shall be sufficient if delivered personally or by certified mail to the address contained herein. In case of cancellation, only amounts accrued to the date of cancellation shall be due and payable.

11. Any and all notices shall be delivered to the parties at the following addresses:

CONTRACTOR
NASSAU CO. BOARD OF COUNTY
COMMISSIONERS
P.O. BOX 1010
FERNANDINA BCH, FLORIDA 32034

DEPARTMENT
FLORIDA MARINE PATROL
3900 COMMONWEALTH BLVD. MS630
TALLAHASSEE, FLORIDA 32399

12. Pursuant to Section 216.2815, Florida Statutes, all records in conjunction with this Agreement shall be public record and shall be treated in the same manner as other public records are under general law. This Agreement may be unilaterally canceled by the Department for refusal by the Contractor to 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 Contractor in conjunction with this Agreement.

13. This Agreement may be terminated by the Department at any time for failure of the Contractor to perform in accordance with the terms and conditions contained herein.

14. Major J. K. Thompson, Coordinator/Waterway Management or
(Name) (Title)
successor is hereby designated the Department's contract manager for the purpose of this Agreement and shall be responsible for enforcing performance of the Agreement terms and conditions and shall serve as liaison with the Contractor and approve all invoices prior to payment.

15. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Agreement shall be purchased from the corporation identified under Chapter 946, F.S., in the same manner and under the same procedures set forth in Section 946.515(2), (4), F.S.; and for purposes of this Agreement the person, firm or other business entity carrying out the provisions of this Agreement shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The "Corporation identified" is PRISON REHABILITATIVE INDUSTRIES & DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E.), which may be contacted at:

P.R.I.D.E.
611 Druid Road East
Suite 715
Clearwater, Florida 33516
Telephone No.: 813/441-1950

16. The Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide

employee working solely for the Contractor, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

17. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

18. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

19. The Contractor recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement.

20. This Agreement is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.

21. No person, on the grounds of race, creed, color, national origin, age, sex, or handicap, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

22. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to the recovery of its costs and a reasonable attorney's fee.

23. This Agreement is an exclusive contract for services and may not be assigned in whole or in part without the written approval of the Department.

24. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

(City, state, and Zip Code)

(Address)

Remittance Address:

Michael S. Mullin

Approved as to form by the Nassau County Attorney:

Assistant General Counsel, DNR
Contract Administrator, DNR

Approved as to form and legality:

(City, State and Zip Code)

FERMANDINA BEACH FL 32035

(Address)

P.O. BOX 1010

(Company Name)

NASSAU COUNTY

(Title)

CHAIRMAN - BOARD OF COUNTY COMMISSIONERS

Resources,

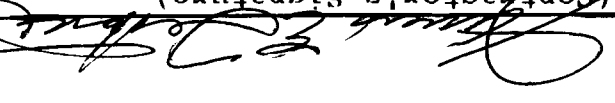
Department of Natural

designee for Florida

signature or his

Executive Director's

(Contractor's Signature)

BY: 

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed, the day and year first above written.

Tallahassee, FL 32399

3900 Commonwealth Blvd

Resources,

Department of Natural

designee for Florida

signature or his

Executive Director's

EXHIBIT A

The Department agrees to pay the Contractor the total amount of \$10,000.00 for installation of uniform waterway regulatory markers pursuant to 16N-24.019, F.A.C., Boating Restricted Areas in the Amelia River, Nassau County.

The Contractor agrees to install all markers as authorized in the permit from the placement of uniform waterway regulatory markers issued by the Office of Waterway management.

The Contractor agrees to abide by the conditions of the permit issued by the Office of Waterway Management for the placement of uniform waterway regulatory markers as if fully set forth within this agreement.

The Contractor agrees to submit a detailed invoice to the department at the completion of the project. The invoice submitted shall not exceed \$10,000.00. All monies pursuant to this agreement shall be used solely for this project and shall be accounted for in the invoice submitted.

The Contractor shall be responsible for all work performed under the terms of this agreement. The Contractor may subcontract as necessary to perform the services, provided that the subcontract has been approved in writing by the Department prior to its execution. It is understood that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

The Contractor shall be responsible for insuring that all subcontractors are insured and provide proof of that insurance.

COMMENTS:

NUMBER OF PAGES: 9 (Including Cover Page)

FROM: Capt. Moses Jordan

TO: Joyce Bradley

DATE: 6/25/93

Office of Waterway Management
3900 Commonwealth Boulevard
Tallahassee, Florida 32399
(904) 488-5600 ext. 28
FAX #: (904) 487-4590

FLORIDA MARINE PATROL

