



Florida Department of Transportation

JEB BUSH
GOVERNOR

Post Office Box 1089
Mail Station 2014
Lake City, Florida 32056-1089

THOMAS F. BARRY, JR.
SECRETARY

April 1, 1999

Mr. J. M. "Chip" Oxley, Jr.
Ex-Officio Clerk
Nassau County Board of County Commissioners
Post Office Box 1010
Fernandina Beach, Florida 32035-1010

**Subject: Financial Project ID: 210698-1-54-01
Reimbursement Agreement
Construction of a Roundabout - Intersection of State Road A1A and Sadler Road**

Dear Mr. Oxley:

Enclosed for your files is a fully executed copy of the **Reimbursement Agreement** for the construction of a roundabout at the intersection of State Road A1A and Sadler Road in Fernandina Beach. This letter serves as your Notice to Proceed. The contract beginning date is March 16, 1999 with an ending date of March 11, 2000.

Please note that a set of signed and sealed plans must be provided for review and approval to Mr. Clifton Ward, Traffic Operations Engineer, at Post Office Box 1089, Mail Station 2023, Lake City, Florida 32056. You will also need to coordinate permits with Mr. Jerry Ausher, Assistant Maintenance Engineer. Mr. Ausher can be reached at 904-381-8780.

Thank you for your assistance in securing approval and execution of this agreement. Should you have questions or need additional information I can be reached at Suncom 881-3683.

Sincerely,


Joye M. Brown
Assistant District Planning Manager

JHB:jb

Enclosures

CC: Mr. Walt Gossett, Nassau County Coordinator
Mr. Jack D'Amato, Public Works Director
Mr. Joe Jordan, District Right of Way Manager
Mr. Scott Lent, Project Engineer
Mr. Mitch Stamitoles, Jacksonville Maintenance Engineer
Mr. Jerry Ausher, Assistant Maintenance Engineer, Permits
Mr. Clifton Ward, Traffic Operations Engineer
Ms. Linda Green, District Financial Services Administrator
Ms. Leena Patil, District Work Program Administrator
Ms. Barbara Cloud, Production Management

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REIMBURSEMENT AGREEMENT**

THIS AGREEMENT, made and entered into this 16th day of March, 1999, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the "DEPARTMENT", and the Nassau County Board of County Commissioners, hereinafter referred to as the "AGENCY".

WITNESSETH:

WHEREAS, the AGENCY has the authority to enter into said Agreement and to undertake the project hereinafter described, and the DEPARTMENT has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system; and

WHEREAS, the AGENCY, by Resolution No. 99-17, a copy of which is attached hereto as Exhibit "B", and made a part hereof, has authorized its officers to execute this agreement on its behalf; and

WHEREAS, the DEPARTMENT is authorized to contract with local governmental entities to the maximum extent possible for performance of its transportation responsibilities; and

WHEREAS, Chapter 163, Florida Statutes, authorized cooperative efforts between various public agencies; and

WHEREAS, the parties mutually agree that it is in their joint best interest to facilitate the transportation project known as the construction of a roundabout at the intersection of State Road A1A and Sadler Road, located in Fernandina Beach, Florida, hereinafter referred to as the "Project", and more specifically described in Exhibit "A".

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

1. The purpose of this Agreement is to facilitate the construction of a roundabout at the intersection of State Road A1A and Sadler Road, located in Fernandina Beach, Florida. The DEPARTMENT has determined that this Project is in the best interests of the DEPARTMENT. Said Project is further described in Exhibit "A", attached hereto and by this reference made a part hereof, hereinafter referred to as the Project. The further purpose of this Agreement is to provide departmental financial reimbursement to the AGENCY, state the terms and conditions upon which such reimbursement will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

2. The AGENCY shall commence, and complete the Project as described in Exhibit "A", attached hereto and by this reference made a part hereof, with all practical dispatch, in a sound, economical and efficient manner, and in accordance with the provisions herein, and all applicable laws.

3. In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the AGENCY to enter into this Agreement or to undertake the Project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the AGENCY will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

4. The AGENCY shall initiate and prosecute to completion all proceedings necessary to enable the AGENCY to provide the necessary funds for completion of the Project.

5. The AGENCY shall submit to the DEPARTMENT such data, reports, records, contracts and other documents relating to the Project as the DEPARTMENT may require.

6. The DEPARTMENT's total estimated cost of the Project is \$75,000.00. The AGENCY agrees to bear all expenses in excess of the total estimated cost of the Project and any deficits involved.

7. The DEPARTMENT agrees to maximum participation, including contingencies, in the Project in the amount of \$75,000.00. The AGENCY will invoice the DEPARTMENT providing detailed accounting of expenses.

8. The AGENCY agrees to maintain any improvements constructed under this Agreement.

9. Contractors providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The DEPARTMENT has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. 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.

10. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1)

dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor 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.

11. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for contractor/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850)488-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792.

12. 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.

13. Upon final payment to the contractor for the entire Project, the AGENCY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all cost incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of items contained in the job estimate. The final billing shall show the description and site of the Project; the date on which the first work was performed or the date on which the earliest items of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where records and accounts billed can be audited. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT within three (3) years after final billing by the AGENCY to the DEPARTMENT.

14. The parties recognize and accept the funding restrictions set forth in Section 339.135(6)(a), Florida Statutes, which may affect the DEPARTMENT's obligations hereunder:

"(a) 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 amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be 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 periods exceeding 1 year, but any contracts 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 and which have a term for a period of more than 1 year."

15. If the AGENCY abandons or, before completion, discontinues the Project, or for any other reason, the commencement, prosecution, or timely completion of the Project by the AGENCY is rendered improbable, infeasible, impossible, or illegal, the DEPARTMENT will, by written notice to the AGENCY, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the DEPARTMENT may terminate any or all of its obligations under this Agreement.

16. The DEPARTMENT reserves the right to unilaterally cancel this Agreement for refusal by the contractor or AGENCY 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 in conjunction with this Agreement.

17. The AGENCY shall make the site available to the DEPARTMENT for inspection and shall require its contractors to permit the DEPARTMENT's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

18. Execution of this Reimbursement Agreement constitutes a certification by the AGENCY that the Project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The AGENCY will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the DEPARTMENT for any loss incurred in connections therewith.

19. To the extent permitted by law, the AGENCY shall indemnify, defend, save, and hold harmless the DEPARTMENT and all its officers, agents or employees from all suits, actions, claims, demands, liability or any nature whatsoever arising out of, because of, or due to breach of the Agreement by the AGENCY or its subcontractors, agents or employees or due to any negligent act, or occurrence of omission or commission of the AGENCY, its subcontractors, agents or employees. Neither the AGENCY nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents or employees. The parties agree that this clause shall not waive the benefits or provisions of Chapter 768.28, Florida Statutes, or any similar provision of law.

20. Nothing herein shall be construed to create any third party beneficiary rights in any person not a party to this Agreement.

21. This Agreement shall commence on the date above written and remain in effect and binding on the parties until cancellation, or performance of the parties' obligations hereunder. Any amendment to or modification of this Agreement shall be in writing and signed by both parties. No assignment shall be effected until prior written consent has been given by the DEPARTMENT, which consent shall not be unreasonably withheld.

22. If any provision of the Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of the applicable law.

23. The AGENCY warrants that it has not employed or obtained any company or person, other than bona fide employees of the AGENCY to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual, or firm, other than a bona fide employee employed by the AGENCY. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.

24. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

RUSH _____ (Needed by ___/___/___ (date))
 Reason for RUSH : _____
 ___ Advertise _____ (Letting Date) ___ Termination/Cert of Comp
 ___ Award ___ LOA ___ Supplemental ___ Renewal ___ Correction
X New ___ Addition ___ Court Order ___ Overrun

Contract # AG919 Contract Type AJ Method of Procurement G
 Vendor Name Nassau County Bd. of CC Vendor ID 59-1863042029
 Has written/Verbal Approval from a Participating Federal Agency
 been received ___ Yes ___ No ___
 Fed Agmt Amt _____ State Funds \$ 75,000 Local Funds _____
 Beginning date of this Agmt: 03/12/99(Must be after fund approval)
 Ending date of this Agmt: 03/11/00(Estimate if necessary)
 Execution date of this Agmt: 03/12/99(Only on original agreements)
 Has work been authorized to begin? ___ Yes X No
 Have standard financial provisions been altered by contract terms?
 ___ Yes X No If so, show Revision date: _____

Does this agreement and/or change order include provisions for
 reimbursement to D.O.T. from other entities? ___ Yes X No

 Brief Description of Work/Comments:
Fernandina Beach, Nassau County - SR 105 (A1A) at Sadler Road -
Construction of a Roundabout - Reimbursement Agreement

 ORG-CODE *EO * OBJECT * AMOUNT *FIN PROJ or JOB # *FCT
 (FISCAL YEAR) (FUND) alpha

55 024010206 *11 * 790092 * \$75,000.00 * 21069815401 *215
 (98/99) (XDDR)

55 xxxxxxxxxx *xx * xxxxxx * \$ _____ * xxxxxxxxxx *xxx
 (xx/xx) (xxxx)

55 xxxxxxxxxx *xx * xxxxxx * \$ _____ * xxxxxxxxxx *xxx
 (xx/xx) (xxxx)

TOTAL AMOUNT * \$75,000.00 *

Originator: Joye Brown DATE SENT: 03/10/99 PH/SC: 881-3683
 E-mail USERID(s) PL230JB

 TO BE COMPLETED BY OFFICE OF COMPTROLLER

 BUDGET ENTITY 5590 CATEGORY 088717
 WORK PROGRAM VERIFICATION OKAY
 ALLOTMENT _____ YEAR _____ DATE CHECKED _____
 CI _____ 6S LINE 0002 _____
 FUNDS APPROVED BY JOHN FAIN
 FOR ROBIN M. NAITOVE, CPA, ACTING COMPTROLLER DATE: 03-12-1999

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Reimbursement Agreement between the State of Florida Department of Transportation and the Nassau County Board of County Commissioners dated 3-16-99.

PROJECT LOCATION:

The Project is referred to as the construction of a roundabout at the intersection of State Road A1A and Sadler Road, located in Fernandina Beach, Florida.

PROJECT DESCRIPTION:

The Project consists of the construction of roundabout at the intersection of State Road A1A and Sadler Road in Fernandina Beach, Florida. The Project limits are from Mile Post to Mile Post. See attached plans.

AGENCY RESPONSIBILITIES:

Prior to beginning work, the AGENCY will provide a set of signed and sealed plans for review and approval by the DEPARTMENT's representative. The AGENCY is also responsible for securing the appropriate permits from the DEPARTMENT's Permits Engineer.

EXHIBIT "B"

RESOLUTION NO. 99-17

**A RESOLUTION APPROVING 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 an agreement between the State of Florida Department of Transportation and Nassau County regarding the construction of a roundabout at the intersection of State Road 1A and Sadler Road in Fernandina Beach, Florida.

NOW THEREFORE BE IT RESOLVED this 25th day of January, 1999, by the Board of County Commissioners of Nassau County, Florida, as follows:


1. The State of Florida Department of Transportation Reimbursement Agreement is hereby approved and the Chairman of the Board of County Commissioners of Nassau County, Florida is hereby authorized to sign said agreement.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

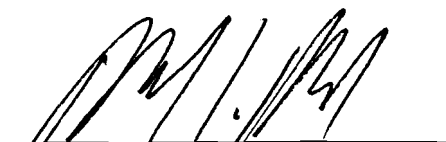


J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk



J. H. COOPER
Its: Chairman

Approved as to form by the
Nassau County Attorney:



MICHAEL S. MULLIN