

CS-06-188

cc: C. Young J. Selby

J. Deliz
B. Hartman

J. Bradley - original

3 with
exp. 1/1/06
granted



Florida Department of Transportation

JEB BUSH
GOVERNOR

1109 South Marion Avenue • MS-2014
Lake City, Florida 32025-5874

Chris
Cacabona

DENVER J. STUTLER, JR.
SECRETARY

March 22, 2006

The Honorable Tom Brannan, Jr., Chairman
Nassau County Board of County Commissioners
Post Office Box 456
Fernandina Beach, Florida 32035

**Subject: Small County Road Assistance Program
REIMBURSEMENT AGREEMENT
Resurface Ford Road from SR 200 (US 301) to Duval County Line
Financial Project ID: 41732015801**

DUVAL 27 AM 11:49

COUNTY OF NASSAU
SUPPORT SERVICES

Dear Chairman Brannan:

Enclosed for your files is a fully executed copy of the Reimbursement Agreement to resurface Ford Road from State Road 200 (US 301) to Duval County Line in Nassau County. This Agreement details the terms and conditions for construction of the subject improvements which Nassau County will undertake. This letter serves as your **Notice to Proceed**. The contract beginning date is March 21, 2006 with an ending date of December 31, 2007. Any work performed prior to March 21, 2006 is not eligible for reimbursement.

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 (\$466,513.00).

Should you have questions or need additional information, I can be reached at 1-800-749-2967, Extension 7745.

Sincerely,

Katrina Sadler
Planning Program Administrator

KS:ke
Enclosures

CC: Ms. Leena Patil, Work Program Administrator
Ms. Linda Reeves, District Construction
Ms. Linda Green, District Financial Services Administrator
Mr. Jose Deliz, Nassau County Public Works Director

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
SMALL COUNTY ROAD ASSISTANCE AGREEMENT**

This is an Agreement by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT", and NASSAU COUNTY, hereinafter referred to as the "COUNTY".

WITNESSETH

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

WHEREAS, the Small County Road Assistance Program has been created by Section 339.2816, Florida Statutes, to assist small county governments 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. 417320-1-58-01, for costs directly related to the resurfacing or reconstruction of Ford Road from State Road 200 (US 301) to Duval County Line, hereinafter referred to as the PROJECT; and

WHEREAS, the COUNTY by Resolution No. 2005-184 dated the 14th day of December, 2005, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners 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 consists of resurfacing Ford Road from State Road 200 (US 301) to Duval County Line.

B. The COUNTY agrees to undertake the construction of the PROJECT in accordance with all applicable federal, state and local statutes, 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, at its 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. i) The DEPARTMENT must approve any consultant and/or contractor scope of services prior to advertising by the COUNTY. All work to be performed under this Agreement to be in accordance with the requirements listed in 1B hereinabove.

ii) The DEPARTMENT's approval must be obtained before selecting any consultant and/or contractor for the PROJECT. 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 as required by Section 2 of the Standard Specification for Road and Bridge Construction (2000), as amended.

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

F. All notices under this Agreement shall be directed to the following addresses:

TO DEPARTMENT:

TO COUNTY:

Mr. Jordan L. Green, P.E. District Transportation Engineer 1109 South Marion Avenue Lake City, Florida 32025	The Honorable Ansley Acree, Chairman Nassau County Commission Post Office Drawer 456 Fernandina Beach, Florida 32035
Ms. Katrina Sadler, District JPA/LAP Coordinator 1109 South Marion Avenue Lake City, Florida 32025	

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:

- a) Construction contract to be let on or before **June 30, 2006**.
- b) Construction to be completed on or before **December 31, 2007**.

B. This Agreement shall not be renewed. **Any extension shall be requested by the COUNTY in writing** and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement. It is incumbent upon the COUNTY to prosecute this work in an efficient and timely manner to avoid cost escalation, funding issues etcetera.

3-COMPENSATION AND PAYMENT

A. i) The DEPARTMENT agrees to a maximum participation in the PROJECT [design, construction and construction engineering inspection services (CEI)] in the amount of Four hundred sixty six thousand five hundred thirteen dollars and no/100 (**\$466,513.00**).

ii) The DEPARTMENT may make payment after receipt of invoice from the COUNTY once the PROJECT has been accepted by the COUNTY and approved by the DEPARTMENT. The COUNTY shall submit one invoice (3 copies) plus supporting documentation required by the DEPARTMENT to Ms. Katrina Sadler, District JPA/LAP Coordinator, at the address stated in paragraph 1F, for approval and processing. In the event the COUNTY proceeds with the design, construction and construction engineering inspection services (CEI) of the PROJECT with its own forces, the COUNTY will only be reimbursed for direct costs (this excludes general and administrative overhead).

iii) 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.

B. 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.

C. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the State Comptroller under Section 215.422(14), Florida Statutes.

D. If this contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.

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

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

G. Bills for travel expenses specifically authorized by this Agreement shall be submitted and paid in accordance with Section 112.061, Florida Statutes.

H. A Vendor Ombudsman has been established within the Department of Banking and Finance. 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) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

I. 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.

J. 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 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 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. Accordingly, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

K. 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.

L. 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. i) To the extent allowed by Section 768.28, Florida Statutes, the COUNTY hereby agrees to indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this Agreement by the COUNTY, its officers, agents, employees, contractors/subcontractors, consultants/subconsultants or due to any

negligent act or occurrence of omission or commission of the COUNTY, its officers, agents, employees, contractors/subcontractors, consultants/subconsultants. Neither COUNTY nor any of its officers, agents, employees, contractors/subcontractors, consultants/subconsultants will be liable under this section for the negligence of the DEPARTMENT or any of its officers, agents or employees.

ii) 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. Neither the contractor/consultant, nor any of its officers, agents or employees 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."

B. **LIABILITY INSURANCE.** The COUNTY shall 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 \$50,000 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 Specification for Road and Bridge Construction (2000), as amended.

C. **WORKER'S COMPENSATION.** The COUNTY shall also 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 or national origin in the performance of work under this Contract.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature 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 Contract for purposes other than those set out in Section 337.274, Florida Statutes.

6-COMPLIANCE WITH FLORIDA SINGLE AUDIT ACT

A. The administration of funds awarded by the DEPARTMENT to the COUNTY may be subject to audits and/or monitoring by the DEPARTMENT as described in this section.

B. In addition to reviews of audits conducted in accordance with U.S. Office of Management and Budget (OMB) Circular A-133, monitoring procedures may include, but are not limited to, on-site visits by DEPARTMENT staff, limited scope audits as defined by OMB A-133 and/or other procedures. By entering into this agreement, the COUNTY agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the DEPARTMENT. In the event the DEPARTMENT determines that a limited scope audit of the COUNTY is appropriate, the COUNTY agrees to comply with any additional instructions provided by the DEPARTMENT to the COUNTY regarding such audit. The COUNTY further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the State Comptroller or Auditor General.

C. In the event that the COUNTY expends a total amount of State awards (i.e., State financial assistance provided to the COUNTY to carry out a State project) equal to or in excess of \$300,000 in the COUNTY's fiscal year, the COUNTY must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and the Comptroller, and Chapters 10.550 and 10.650, Rules of the Auditor General. In determining the State awards expended in its fiscal year, the COUNTY shall consider all sources of State awards, including State funds received from the DEPARTMENT, except that State awards received by a non-state entity for federal program matching requirements shall be excluded from consideration.

D. In connection with the audit requirements addressed in paragraph 6.C, the COUNTY shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 and 10.650, Rules of the Auditor General.

E. If the COUNTY expends less than \$300,000 in State awards in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the COUNTY expends less than \$300,000 in State awards in its 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 non-State funds (i.e., the cost of such an audit must be paid from COUNTY funds obtained from other than State entities).

F. Pursuant to Section 215.97(m), Florida Statutes, State agencies may conduct or arrange for audits of State awards that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State agency must arrange for funding the full cost of such additional audits.

G. Copies of the financial reporting packages required by paragraph 6.D of this agreement shall be submitted by or on behalf of the COUNTY directly to each of the following:

- i) The DEPARTMENT at each of the following addresses:

Florida Department of Transportation
Planning Department, MS 2014,
Attn: Katrina Sadler
1109 South Marion Avenue
Lake City, Florida 32025

If a financial reporting package is put on the Internet, then a hard copy is not required. The DEPARTMENT is to be notified when the financial reporting package is put on the Internet.

- ii) The Office of the Auditor General at the following address:

State of Florida Auditor General
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

H. Any reports, management letters, or other information required to be submitted to the DEPARTMENT pursuant to this agreement shall be submitted timely in accordance with OMB A-133, Section 215.97, Florida Statutes, and Chapters 10.550 and 10.650, Rules of the Auditor General, as applicable.

I. The COUNTY, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with OMB A-133, Section 215.97, Florida Statutes, and Chapters 10.550 and 10.650, Rules of the Auditor General, should indicate the date that the financial reporting package was delivered to the COUNTY in correspondence accompanying the financial reporting package.

J. The COUNTY shall retain the financial reporting package if submitted online and sufficient records demonstrating its compliance with the terms of this agreement for a period of 3 years from the date the financial reporting package is issued, and shall allow the DEPARTMENT, or its designee, access to such records upon request. The COUNTY shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, upon request for a period of 3 years from the date the financial reporting package is issued, unless extended in writing by the DEPARTMENT.

7-TERMINATION AND DEFAULT

A. This Contract 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 Contract may be canceled by the COUNTY upon (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. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the COUNTY.

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.

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.

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed in its behalf this 14th day of December, 2005, by the Chairman of the Board of Commissioners, authorized to enter into and execute same by Resolution Number 2005-184 of the Board on the 14th day of December, 2005 and the DEPARTMENT has executed this Agreement through its District Secretary for District Two, Florida Department of Transportation, this 21st day of March, 2006.

NASSAU COUNTY, FLORIDA

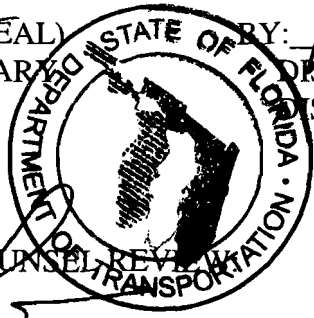
ATTEST: [Signature] (SEAL)
CLERK JOHN A. CRAWFORD
EX-OFFICIO CLERK

BY: [Signature]
CHAIRMAN BOARD OF
COUNTY COMMISSIONERS

Approved as to form:
[Signature]
Michael S. Mullin, County Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST: [Signature] (SEAL)
EXECUTIVE SECRETARY
BY: [Signature]
DISTRICT SECRETARY
DISTRICT TWO



DISTRICT TWO GENERAL COUNSEL
[Signature]

DATE: 3/16/06

Availability of Funds
Approval: _____
Date: _____

RESOLUTION NO. 2005- 184

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

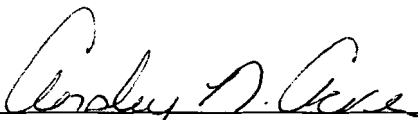
WHEREAS, the Engineering Services Director has recommended that the Board of County Commissioners of Nassau County, Florida, execute a Small County Road Assistance Program Agreement between the State of Florida Department of Transportation and Nassau County regarding resurfacing of Ford Road, from US 301 to Duval County Line, in Nassau County, Florida (Financial Project No. 417320-1-58-01).

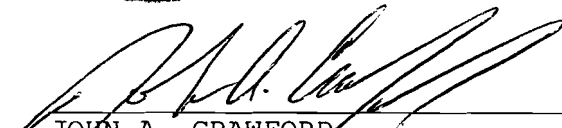
NOW, THEREFORE BE IT RESOLVED this 14th day of December, 2005, by the Board of County Commissioners of Nassau County, Florida as follows:

1. The State of Florida Small County Road Assistance Program Agreement is hereby approved and the Chairman of the Board of County Commissioners of Nassau County, Florida, is hereby authorized to execute said Agreement.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA




ANSLEY N. ACREE
Its: Chairman


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:


MICHAEL S. MULLEN

STATE OF FLORIDA
COUNTY OF NASSAU

I, John A. Crawford, Ex-Officio Clerk to the Board of County Commissioners of Nassau County, Florida, do hereby certify that the foregoing is a true and correct copy of Resolution No. 2005-184, of the Board of County Commissioners of Nassau County, Florida.

WITNESS my hand and official seal this 13th day of March, 2006.



JOHN A. CRAWFORD
EX-OFFICIO CLERK
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

John A. Crawford Clerk
by Joyce Bradley DC
Deputy Clerk



The job FI989HLR; user I.D.
 FI989HL <MVS@DOT>
 03/15/2006 02:49 PM

To PL230EK@dot.state.fl.us
 cc
 bcc

Subject FUNDS APPROVAL/REVIEWED FOR CONTRACT AOC71

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
 FUNDS APPROVAL

Contract #AOC71 Contract Type: AK Method of Procurement: G
 Vendor Name: NASSAU COUNTY BOCC
 Vendor ID: VF591863042004
 Beginning date of this Agmt: 03/15/06
 Ending date of this Agmt: 12/31/07

Description:
 resurfacing Ford Road from SR 200 (US 301) to Duval County L
 ine

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 *HC	*750088 * 466513.00 *41732015801 *215 *
2006	*55150200 *085575/06
0001	*00 *0001/04

 TOTAL AMOUNT: *\$ 466,513.00 *

 FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
 DATE: 03/15/2006



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32035-1010

Jim B. Higginbotham
Ansley Acree
Tom Branan
Floyd L. Vanzant
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

JOHN A. CRAWFORD
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

MIKE MAHANEY
County Administrator

VIA FEDERAL EXPRESS

February 28, 2006

Ms. Katrina Sadler
Florida Department of Transportation
Planning Department, MS 2014
1109 South Marion Avenue
Lake City, FL 32025

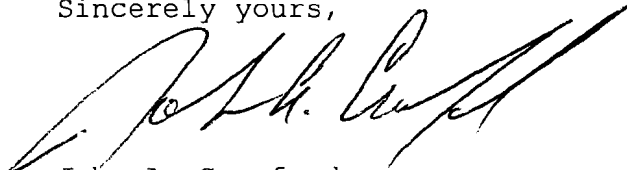
Dear Ms. Sadler:

Enclosed please find three (3) originals of the Small County Road Assistance Program (SCRAP) agreement for Ford Road from State Road 200 (US 301) to the Duval County Line.

My apologies to you for the tardiness in getting these agreements to you. Upon execution of the Agreement by the Department of Transportation, please return one fully executed original of the agreement to my office in the enclosed self-addressed envelope.

Again, we apologize for the delay.

Sincerely yours,


John A. Crawford
Ex-Officio Clerk

JAC:Jb

CC: Jose Deliz, Engineering Services Director
Charlotte Young, Contract Manager

(904) 548- 4660, 879-1029, (800) 958- 3496

An Affirmative Action / Equal Opportunity Employer

Agenda Request For: **December 14, 2005**

Department: **Capital Projects**

Background: **The Board of County Commissioners previously approved the submittal and acceptance of two (2) road projects, Ford Road and CR-108, to be funded by the FDOT Small County Assistant Program (SCRAP). The County has received the Small County Road Assistance Agreement from FDOT for the resurfacing of Ford Road, from US-301 to Duval County Line, which is a mirror of the agreement the BOCC signed for CR-108. The amount of the agreement is \$466,513.00. The agreement requires the County to commence construction on or before June 30, 2006 and complete construction by December 31, 2007.**

This agreement is a reimbursement agreement to be billed in its entirety upon completion of the project. This project will require cash flow assistance or "short term lending" to ourselves until payment from the FDOT is received.

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens:
The approval of this agreement would have a positive impact in future years budgeting.

Action requested and recommendation: **Staff recommends that the Board of County Commissioners approve the attached SCRAP agreement for the resurfacing of Ford Road from US301 to the Duval County Line in the amount of \$466,513.00 and the attached Resolution and authorize the Chairman to execute same.**

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

N/A

Funding Source: **Long term funding source will be the SCRAP agreement up to \$466,513.00. Unless advance payment arrangements are made with the FDOT, the County will have to identify a short term funding source, with expenditures being made in the third and fourth quarters of the 05/06 budget year and expenditures in the 06/07 budget year.**

Reviewed by:

Department Head

Legal

Charlotte E. Young
SR Jaranya for M. Medina

*Get w/ +
Chris
\$100,000
previously
set aside -
+ needs
to be
restricted
pending
insurance
to
complete
project*

*Bo
J.K.
25
10/25*

APPROVED
DATE 12/14/05
ca

Administrator

Finance

Administrative Services

Grants

Revised 09/05

Ted Selby (Ced)

Based on current funds available in Co. Trans. Cap. Project Reserves. I do not ~~see~~ ^{expect} a cash flow problem. I would recommend applying for advance pmt. if possible.

Based on my understanding discussion w/ Ted Selby, it appears that the transportation fund can cover \$466,513 in the short-term. However, the Board should request advance payments since events can change in the future.

(Ced)

11-30-05

JEB BUSH
GOVERNOR


Florida Department of Transportation

1109 South Marion Avenue • MS-2014
Lake City, Florida 32025-5874

cc: mullin
mahoney

DENVER J. STUTLER, JR.
SECRETARY

June 22, 2006

Nassau County Administration Office
Charlotte J. Young, Contract Manager
Post Office Box 1010
Fernandina Beach, Florida 32035-1010

**Subject: Small County Road Assistance Program
REIMBURSEMENT AGREEMENT
Resurface Ford Road from US 301 to Duval County Line
Financial Project ID: 417320-1-25-01**

Dear Ms. Young:

We have received your letter requesting a three (3) month extension on the time requirement for letting the contract for Ford Road from US 301 to the Duval County Line. Your request has been approved. Please provide plans and a draft bid advertisement before advertising this contract.

Should you have questions or need additional information, I can be reached at 1-800-749-2967, Extension 7745.

Sincerely,



Katrina Sadler
Planning Programs Administrator

KS:ke
Enclosures

CC: file





NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32035-1010

Jim B. Higginbotham
Ansley Acree
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Floyd L. Vanzant
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Dist. No. 3 Yulee
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Dist. No. 5 Callahan

JOHN A. CRAWFORD
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

MIKE MAHANEY
County Administrator

June 21, 2006

Jordan L. Green, P.E.
District Transportation Engineer
Florida Department of Transportation
1109 South Marion Avenue MC-2014
Lake City, Florida 32025-5874

Subject: **Small County Road Assistance Program
REIMBURSEMENT AGREEMENT
Resurface Ford Road from US 301 to Duval County Line
Financial Project ID: 417320-1-58-01**

Dear Mr. Green,

On behalf of the Board of County of Nassau County, this letter is to request an extension of the term, as referenced in Section 1.a, of the Agreement reference above. The Agreement states that the construction contract is to be let on or before June 30, 2006. Nassau County is requesting a three (3) month extension of this time requirement.

Thank you for your consideration of this request. If you have any further questions or concerns, please do not hesitate to contact me at (904) 491-7377 or email to cyoung@nassaucountyfl.com.

Sincerely,

Charlotte J. Young
Contract Manager

Cc: Michael Mahaney, County Administrator
Michael S. Mullin, County Attorney
José Deliz, Director of Engineering Services

(904) 225-2610 Board Room; 491-7380, (800) 789-6673

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Signed for by	J.GARDNER		AGREEMEN
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Delivery date	Mar 14, 2006 11:38 AM	Service type	Priority Envelope
Status	Delivered		

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	8:29 AM	On FedEx vehicle for delivery	JACKSONVILLE, FL
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Joyce Bradley

From: Charlotte Young
Sent: Thursday, December 14, 2006 3:59 PM
To: Douglas Seaman; Butch Hartman; Ted Selby; Cathy Lewis; Michael Mahaney
Cc: Ronda Sikes; Pam Stalvey; Mike Mullin; Joyce Bradley
Subject: RE: Cost Estimate for Ford Rd. and CR 108

I made an error on the commencement date - it is June 30, 2006

From: Charlotte Young
Sent: Thursday, December 14, 2006 2:21 PM
To: Douglas Seaman; Butch Hartman; Ted Selby; Cathy Lewis; Michael Mahaney
Cc: Ronda Sikes; Pam Stalvey; Mike Mullin; Joyce Bradley
Subject: RE: Cost Estimate for Ford Rd. and CR 108

I spoke with Katrina Sadler with FDOT regarding the SCRAP Agreements for Ford Road and CR108. In both agreements the County was to commence work by June 2007. We requested and were approved for a three (3) month extension, which has now expired. She advised that the agreements are still in good standing and asked that I simply email her information on our current status and she will place the record in her file for future reference if needed. She indicated that FDOT is more concerned with the completion date of December 31, 2007. I also discussed with her that we are currently attempting to finalize a scope of work and funding plan for the two projects. We talked some in regards to the use of County forces and our annual contract for asphalt installation to be used to complete the projects. However the County decides to proceed, FDOT needs to be notified and backup documentation provided for their approval. If we elect to use County forces we would have to provide the bid tabulation method and selection process used for the annual bid for asphalt installation. She also recommended the submittal of a cost benefit analysis that would show the cost savings of using County forces vs. bidding the project.

From: Cathy Lewis
Sent: Monday, December 11, 2006 2:38 PM
To: Douglas Seaman; Butch Hartman
Cc: Pam Stalvey; Ronda Sikes; Ted Selby; Charlotte Young; Michael Mahaney
Subject: FW: Cost Estimate for Ford Rd. and CR 108
Importance: High

Attached are the updated, from 11/28/06 revised, funding plans for Ford Road and CR108 based upon cost estimates provided 12/11/06 10:29 below from Ronda. I am assuming Douglas is in agreement with estimates from the 11/28/06 estimates he previously approved. Please utilize these funding plans in the agenda packages to go before the Board on 1/10/07. Thanks.

<< File: Ford funding draft update 121106.xls >> << File: CR108 Carrol draft update 121106.xls >>

Cathy Lewis
Senior Administrative Services Analyst
Administrative Services Department
Nassau County Board of County Commissioners
96160 Nassau Place
Yulee, FL 32097
(904)491-7370 phone
(904)321-5917 fax
clewis@nassaucountyfl.com <<mailto:clewis@nassaucountyfl.com>>

From: Ronda Sikes
Sent: Monday, December 11, 2006 10:29 AM
To: Douglas Seaman; Charlotte Young; Cathy Lewis
Cc: Michael Mahaney; Ted Selby

Subject: RE: Cost Estimate for Ford Rd. and CR 108

Here is the revised Cost Est. for Ford Rd. and CR 108, let me know if you have any questions or comments.
<< File: Ford Road.pdf >> << File: CR 108 Revised.pdf >>

Ronda Sikes

*Nassau County Road & Bridge Dept.
37356 Pea Farm Road
Hilliard, FL 32046
904-845-3610
rsikes@nassaucountyfl.com*

-----Original Message-----

From: Douglas Seaman
Sent: Monday, December 11, 2006 7:17 AM
To: Charlotte Young; Butch Hartman; Michael Mahaney; Ted Selby; Cathy Lewis
Cc: Ronda Sikes; George Aviles; Mike Mullin
Subject: RE: Cost Estimate for Ford Rd. and CR 108

These project are going to the Board. We need to finalize the costs and secure the funding. Since we only have prices for S-1 and S-3 suggest that we use those prices on these to project. There is nothing wrong with S-1 or S-3 and the SP 12.5 are more expensive.

Butch, can you check and make sure that the proposal shows S-1 for the structural and S-3 for leveling? And use the contract prices we have in the proposal. When they are corrected, please forward to Charlotte, Ted, Mike and Cathy.

Douglas Seaman, P. E.
Director of Engineering Services
Nassau County, FL
Phone 904-491-3609
Fax 904-491-3611
96161 Nassau Place
Yulee, FL 32097

From: Charlotte Young
Sent: Friday, December 08, 2006 1:37 PM
To: Butch Hartman; Douglas Seaman; Michael Mahaney; Ted Selby; Cathy Lewis
Cc: Ronda Sikes; George Aviles; Mike Mullin
Subject: RE: Cost Estimate for Ford Rd. and CR 108

I assume the prices we received from Douglas Asphalt were for the purpose of providing a cost estimate. This is to remind all that we do not have an annual contract for the installation of 12.5 super pave asphaltic concrete. Douglas Asphalt Company only has the bid for installation S-1 and S-3 mix. If it is the recommendation that only super pave be used for these projects then the County would have to go out for formal bid for these projects.

From: Cathy Lewis
Sent: Thursday, October 26, 2006 4:29 PM
To: Butch Hartman; Robert Rowland
Cc: Ronda Sikes; Pam Stalvey; Ted Selby; Michael Mahaney; Shanea Jones; Charlotte Young; Tammy Conley
Subject: FW: Cost Estimate for Ford Rd. and CR 108

You two please review cost estimates together (see below email from Ronda of 10/24/06) and agree upon revised amounts for Ford and CR108 as the result of Douglas prices increases and current information. After you two reach an agreement, please forward to me so I can review for funding and possible adjustment to funding plans and CIP previously adopted by Board. Thank you all.

Previously BCC approved funding plans and cost estimates, emailed to you on 10/12/06

<< File: CR108 carrolls corner.pdf >> << File: CR108 fm Carroll's Corner to E of Hilliard.xls >>

<< File: Ford funding apprvd 041906.xls >> << File: ford road cost est.pdf >>

Cathy Lewis
Administrative Services Department
Nassau County Board of County Commissioners
96160 Nassau Place
Yulee, FL 32097
(904)491-7370 phone ext 2807
clewis@nassaucountyfl.com <<mailto:clewis@nassaucountyfl.com>>
(904)321-5917 fax

-----Original Message-----

From: Ronda Sikes
Sent: Tuesday, October 24, 2006 9:45 AM
To: Cathy Lewis; Robert Rowland; Pam Stalvey
Subject: Cost Estimate for Ford Rd. and CR 108

The following doc. Includes a cost estimate for Ford Rd and CR 108 from Carroll's Corner towards Hilliard.

If you have any questions, please call.

<< File: Ford RD.xls >> << File: CR 108.xls >>

Ronda Sikes

Nassau County Road & Bridge Dept.

37356 Pea Farm Road

Hilliard, FL 32046

904-845-3610

rsikes@nassaucountyfl.com <<mailto:rsikes@nassaucountyfl.com>>