

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
SMALL COUNTY OUTREACH PROGRAM AGREEMENT
(Project Administered by County)

Financial Project No.: **428203-2-58-01**
Catalog of State Financial Assistance No.: 55009

This Small County Road Assistance Agreement (this "Agreement") is made this 10th day of January, 2013 between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT", and NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS, 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 Outreach Program has been created within the DEPARTMENT pursuant to Section 339.2818, Florida Statutes, to provide funds to counties to assist small counties in resurfacing or reconstructing county roads or in constructing capacity or safety improvements to county roads; and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.2818, Florida Statutes; and

WHEREAS, the DEPARTMENT is willing to provide the COUNTY with financial assistance, under Financial Project No. **428203-2-58-01**, for widening and resurfacing of CR 115 (Bay Road) from Conner Nelson Road to CR 108, in Nassau County, Florida hereinafter referred to as the "PROJECT," in accordance with Section 339.2818, Florida Statutes; and

WHEREAS, the COUNTY by Resolution No. 2012-151 dated the 19th day of December, 2012, 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 A**, 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 shall be responsible for 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 DEPARTMENT must approve any consultant and/or contractor scope of services prior to advertising by the COUNTY. 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 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 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 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:

Katrina Sadler, District Programs Administrator
Program Management Office – MS 2014
1109 South Marion Avenue
Lake City, Florida 32025

TO COUNTY:

The Honorable Daniel Leeper, Chair
Nassau County BOCC
96135 Nassau Place, Suite 1
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) Design to be completed on or before June 30, 2013
- ii) Construction contract to be let on or before October 31, 2013
- iii) Construction to be completed on or before December 31, 2014

B. The COUNTY agrees to complete the PROJECT on or before December 31, 2104. 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 will fund 75% of the estimated cost of the PROJECT. The total estimated project cost is **\$907,494.00** (Nine hundred seven thousand, four hundred ninety four dollars). If the construction contract bid awarded by the COUNTY exceeds the construction estimate, the DEPARTMENT will participate in 75% of the bid up to 110% of the construction estimate. The COUNTY agrees to bear all expenses in excess of the DEPARTMENT'S participation.

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 1H for approval and processing:

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

C. The COUNTY'S matching participation is in the form of:

- Funds equal to 25% of the project costs plus the remaining portion of the accepted bid amount exceeding the DEPARTMENT'S participation.
- In-kind services equivalent to 25% of the project costs plus the remaining portion of the accepted bid amount exceeding the DEPARTMENT'S participation as detailed in **Exhibit B**.
- Combination of funds and in-kind services equivalent to 25% of the project costs plus the remaining portion of the accepted bid amount exceeding the DEPARTMENT'S participation as detailed in Exhibit N/A.

D. 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 F**, attached hereto and made a part of this Agreement.

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

F. 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.

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

H. Participants providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the Florida Department of Transportation - Program Management Office has 10 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Florida Department of Transportation - District Two Financial Services 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.

I. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, 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.

J. 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 payment(s) from a state Agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

K. 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 include 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.

L. 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 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."

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

N. 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.

O. 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 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. **MONITORING.** In addition to reviews of audits conducted in accordance with U.S. Office of Management and Budget ("OMB") Circular A-133 and Section 215.97, Florida Statutes, as revised (see "AUDITS" below), monitoring procedures may include, but are not limited to, on-site visits by DEPARTMENT staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the COUNTY agrees to comply and cooperate fully 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 staff 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 DEPARTMENT'S Office of Inspector General ("OIG") and Florida's Chief Financial Officer ("CFO") or Auditor General.

C. **AUDITS.** Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes) are to have audits done annually using the following criteria:

- i. In the event that the COUNTY expends a total amount of State financial assistance equal to or in excess of \$500,000 in any 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 Department of Financial Services and the CFO; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, the COUNTY shall consider all sources of State financial assistance, including State financial assistance received from the DEPARTMENT, other state agencies, and other nonstate entities. State Financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
- ii. In connection with the audit requirements addressed in paragraph 6.C.i, 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)(e), Florida Statutes, and Chapters 10.550 (local governmental agencies) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. If the COUNTY expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not

required. However, if the COUNTY 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 the COUNTY's resources obtained from other than State entities).

- iv. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

D. OTHER AUDIT REQUIREMENTS. The COUNTY shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the DEPARTMENT, the Department of Financial Services, and the Auditor General. This section does 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 other state official.

E. REPORT SUBMISSION.

- i. Copies of financial reporting packages required by paragraph 6.C of this agreement shall be submitted by or on behalf of the COUNTY directly to each of the following:
 - a. The DEPARTMENT at each of the following addresses:

**District PLEMO Office – MS 2007
Attn: Jordan Green, P.E., Rural Area Transportation Engineer
1109 South Marion Avenue
Lake City, Florida 32025**
 - b. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450
- ii. Copies of reports or the management letter required by Paragraph 6.D of this Agreement shall be submitted by or on behalf of the COUNTY directly to:
 - a. The DEPARTMENT at each of the following addresses:

**District PLEMO Office – MS 2007
Attn: Jordan Green, P.E., Rural Area Transportation Engineer
1109 South Marion Avenue
Lake City, Florida 32025**
- iii. Any reports, management letter, or other information required to be submitted to the DEPARTMENT pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- iv. The COUNTY, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the COUNTY in correspondence accompanying the reporting package.

F. **RECORD RETENTION.** The COUNTY shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, CFO, or Auditor General access to such records upon request. The COUNTY shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, CFO, or Auditor General upon request for a period of at least five (5) 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 terminated 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 Agreement is terminated before performance is completed, the COUNTY shall be paid 75% of the work satisfactorily performed for which costs can be substantiated. Within 30 days, the COUNTY shall refund to the DEPARTMENT the amount of payment received for the PROJECT which exceeds 75% of the COUNTY'S costs for the portion of the PROJECT completed.

C. 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.

D. 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.

E. 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 not a party to this Agreement.

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, or as otherwise agreed to by the parties.

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.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed on its behalf this 19th day of December, 2012, by the Chairman of the Board of Commissioners, authorized to enter into and execute same by Resolution Number 2012-151 of the Board on the 19th day of December, 2012, and the DEPARTMENT has executed this Agreement through its District Secretary for District Two, Florida Department of Transportation, this 10th day of January, 2013.

NASSAU COUNTY, FLORIDA

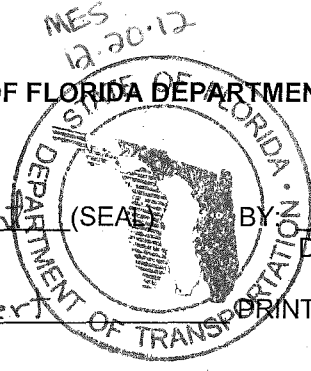
ATTEST: [Signature] (SEAL)
Clerk

BY: [Signature]
Chair, Board of County Commissioners

PRINTED NAME: John A. Crawford

PRINTED NAME: Daniel B. Leeper

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION



ATTEST: [Signature] (SEAL)
Executive Secretary

BY: [Signature]
District Two Secretary

PRINTED NAME: Lisa Lambert

PRINTED NAME: Greg Evans

Legal Review:
[Signature]

FDOT Legal Review:
[Signature]
1-9-13

EXHIBIT 1

FEDERAL and/or **STATE** resources awarded to the COUNTY pursuant to this agreement should be listed below. If the resources awarded to the COUNTY represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the COUNTY represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the COUNTY to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number & Title)</u>	<u>Amount</u>
FDOT	55.009 – Small County Outreach Program (SCOP)	\$907,494.00

Compliance Requirements

1. Allowed: per F.S. 339.2818, Department of Transportation-approved roadway projects involving repairing or rehabilitating county bridges, paving unpaved roads, addressing road-related drainage improvements, resurfacing or reconstructing county roads or in constructing capacity or safety improvements to county roads. All projects funded under this section shall be included in the department's work program developed pursuant to F.S. 339.135.
2. Per F.S. 339.2818, any county that has a population of 150,000 or less as determined by the most recent official estimate pursuant to F.S. 186.901.
3. Per F.S. 339.2818, the department shall fund 75 percent of the cost of projects on county roads funded under the program. The county's 25 percent share can be funds or in-kind services. Waiver-eligible counties may request, from the Department, a waiver of this match as part of the Rural Economic Development Initiative (REDI).

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit A be provided to the COUNTY.

Financial Project No.: **428203-2-58-01**
Catalog of State Financial Assistance No.: 55009

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida Department of Transportation and the Nassau County Board of County Commissioners dated January 10, 2013.

PROJECT LOCATION:

The project is referred to as the widening and resurfacing of CR 115 (Bay Road) from Conner Nelson Road to CR 108 in Nassau County, Florida.

PROJECT DESCRIPTION:

The project consists of widening and resurfacing the existing roadway as follows:

- 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.

If Right-of-Way activities become apparent, begin coordination with the Department at once.

The Department's maximum participation is not to exceed **\$907,494.00**.

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.

The Honorable Daniel Leeper, Chair Nassau County BOCC 96135 Nassau Place, Suite 1 Yulee, Florida 32097	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION SMALL COUNTY OUTREACH PROGRAM (SCOP)	Financial Project ID: 428203-2-58-01
	SCHEDULE OF FUNDING EXHIBIT "B"	Contract Number:

PROJECT DESCRIPTION

Name: CR 115 (Bay Road)

Length N/A

Termini: from Conner Nelson Road to CR 108

Description of Work: widening and resurfacing

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>2009-2010</u> <u>2010-2011</u> <u>2011-2012</u> <u>2012-2013</u> <u>2013-2014</u> Total Construction Costs	_____ _____ _____ \$ 907,494.00 _____ \$ 907,494.00	_____ _____ _____ _____ _____ _____	_____ _____ _____ \$ 907,494.00 _____ \$ 907,494.00
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	_____ \$ 907,494.00	_____ _____	_____ \$ 907,494.00

The Small County Outreach Program statutory percentage is 75/25% as outlined in Section 339.2818, F.S. Nassau County has requested a REDI waiver and the waiver has been granted. Therefore, in-kind services equivalent to 25% of the project is allowable under the waiver.

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after July 1st each fiscal year. The Department will notify the Agency, in writing, when funds are available.

Exhibit F Standard Financial Provisions

1. The Department agrees to pay the Nassau County BOCC for the herein described services at compensation as detailed in this Agreement.
2. The Participant shall furnish the services with which to construct the PROJECT. Said PROJECT consists of widening and resurfacing of CR 115 (Bay Road) from Conner Nelson Road to CR 108 in Nassau County, Florida.
3. 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), F.S.**, or by the Department of Financial Services under **Section 215.422(14), F.S.**
4. The Participant shall provide the following quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. Said deliverables consists of reimbursements involved in widening and resurfacing.
5. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Section 4 above, and must be received and accepted in writing by the Contract Manager prior to payments.
6. 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, F.S.**
7. Participants providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the Florida Department of Transportation – Program Management Office has 10 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Florida Department of Transportation – District Two Financial Services 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.
8. 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.
9. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Participants who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Hotline at 1-877-693-5236.
10. Records of costs incurred under the 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 five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Participant's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
11. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of **Section 339.135(6)(a), F.S.**, are hereby incorporated:

"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 such 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 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."
12. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.

RESOLUTION NO. 2012- 151

**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 Outreach Program Agreement between the State of Florida Department of Transportation and Nassau County, Florida regarding the widening and resurfacing of CR 115 (Bay Road) from Conner Nelson to CR 108 in Nassau County, Florida (Financial Project ID No. 428203-2-58-01).

NOW, THEREFORE, BE IT RESOLVED, this 19th day of December, 2012, by the Board of County Commissioners of Nassau County, Florida as follows:


1. The Small County Outreach 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



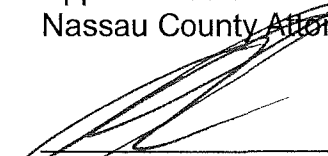
Daniel B. Leeper, Chair

Attest as to Chairman's signature:



John A. Crawford
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:



DAVID A. HALLMAN

A CERTIFIED TRUE COPY. MES
John A. Crawford, Ex-Officio Clerk
by: Brenda L. Simons, D.C.
EX-OFFICIO, Clerk of the Board of County Comm.
Nassau County, Florida
12-20-12