

Financial Project No.: 428993-1-58-01
Catalog of State Financial Assistance No.: 55.016

**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 Financial Project Number 428993-1-58-01, for costs directly related to the resurfacing or reconstruction of Felmor Road from SR 200 to Pages Dairy Road in Nassau County, Florida, hereinafter referred to as the PROJECT; and

WHEREAS, the COUNTY by Resolution No. 2010-168 dated the 29th day of November, 2010, 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:

ATTACHMENTS: Exhibit(s) A, B, E, F & 1 are attached and made a part hereof.

1-SERVICES AND PERFORMANCE

A. The COUNTY shall furnish the services with which to construct the PROJECT. Said PROJECT consists of resurfacing Felmor Road from SR 200 to Pages Dairy Road in Nassau County, Florida, as further described in **Exhibit A**, attached hereto and made a part hereof.

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. **Exhibit E** shall be signed by the COUNTY and returned to the DEPARTMENT upon completion of the project.

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:

Ms. Katrina Sadler, Planning Programs Administrator District Two PLEMO – Planning Dept. 1109 South Marion Avenue Lake City, Florida 32025	The Honorable Mike Boyle, Chairman Nassau County Board of County Commissioners 96135 Nassau Place, Suite 1 Yulee, Florida 32097
Ms. Kim Evans, District JPA/LAP Coordinator District Two PLEMO– Planning Dept. 1109 South Marion Avenue Lake City, Florida 32025	Mr. Scott Herring, Director Nassau County Public Works Director 96160 Nassau Place Yulee, Florida 32097

2-TERM

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

- a) Construction contract to be let on or before April 1, 2011.
- b) Construction to be completed on or before June 30, 2012.

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 One hundred ten thousand, five hundred thirty two dollars and no/100 (**\$110,532.00**). These amounts and allowable deliverables are outlined in **Exhibit B & Exhibit F** attached hereto and made a part hereof.

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. Kim Evans, 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- INSURANCE

A. **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.

B. **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 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.

E. Recipients of state funds are to have audits done annually using the following criteria.

State awards will be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the awarding state agency as outlined in **Exhibit 1**, attached hereto and made a part hereof.

In the event that a recipient expends \$500,000 or more in State awards during its fiscal year, the recipient must have a state single or program specific audit conducted in accordance with Section 215.97, Florida Statutes, and Chapter 10.550, Rules of the Auditor General.

If a recipient expends less than \$500,000 in State awards during its fiscal year, an audit conducted in accordance with Section 215.97, Florida Statutes, and Chapter 10.550, Rules of the Auditor General

is not required. If a recipient expends less than \$500,000 in State awards during its fiscal year and elects to have an audit conducted in accordance with Section 215.97, Florida Statutes, and Chapter 10.550, Rules of the Auditor General, the cost of the audit must be paid from non-State funds.

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 FDOT, 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.

Reporting Packages and management letters generated from audits conducted in accordance with Section 215.97, Florida Statutes, and Chapter 10.550, Rules of the Auditor General shall be submitted to the awarding DEPARTMENT office, by the recipient, within 30 days of receiving it. The aforementioned items are to be received by the appropriate DEPARTMENT office no later than 9 months after the end of the recipient's fiscal year.

The recipient 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 finding is required. Current year audit findings require corrective action and status of finding.

Project records shall be retained and available for at least 3 years from the date the audit report is issued. 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 Office of the Comptroller, and the Office of the Auditor General.

The recipient shall submit required audit documentation as follows:

A Financial Reporting Package of audits conducted in accordance with Section 215.97, Florida Statutes, and Chapter 10.550, Rules of the Auditor General shall be sent to:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, FL 32399-1450

The Department of each of the following addresses:

Department of Transportation
District PLEMO Office – MS 2014
Attn: Kim Evans, District JPA/LAP Coordinator
1109 South Marion Avenue
Lake City, Florida 32052

6-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.

7-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 29th day of November, 2010, by the Chairman of the Board of Commissioners, authorized to enter into and execute same by Resolution Number 2010-168 of the Board on the 29th day of November, 2010, and the DEPARTMENT has executed this Agreement through its District Secretary for District Two, Florida Department of Transportation, this 16th day of December, 2010.

NASSAU COUNTY, FLORIDA

ATTEST: [Signature] (SEAL)
CLERK

PRINTED NAME: John A. Crawford
DATE: 11/29/10

BY: [Signature]
CHAIRMAN, BOCC

PRINTED NAME: Walter J. Boatright
DATE: 11-29-10

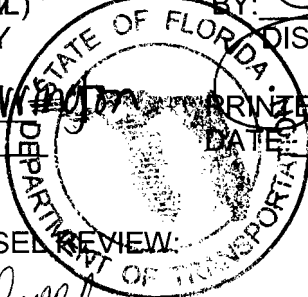
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST: [Signature] (SEAL)
EXECUTIVE SECRETARY

PRINTED NAME: Rhonda Hampton
DATE: 12/16/2010

BY: [Signature]
DISTRICT TWO SECRETARY

PRINTED NAME: Alan R. Mosley
DATE: 12/16/2010



DISTRICT TWO GENERAL COUNSEL REVIEW:

[Signature]
PRINTED NAME: Melissa K. Bradwell

DATE: 12-9-10

Availability of Funds
Approval: _____
Date: _____

Financial Project No.:428993-1-58-01
Catalog of State Financial Assistance No.: 55016

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 December 16, 2010.

PROJECT LOCATION:

The project is referred to as resurfacing Felmor Road from SR 200 to Pages Dairy Road in Nassau County, Florida.

PROJECT DESCRIPTION:

The project consists of resurfacing the existing roadway as follows:

- Development of design plans;
- Bid and award;
- Construction;
- Construction Engineering and Inspection; and
- Contingency - 10% for unforeseen work.

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 \$110,532.00.

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 Mike Boyle, Chairman Nassau County Board of County Commissioners 96135 Nassau Place, Suite 1 Yulee, Florida 32097	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION SMALL COUNTY ROAD ASSISTANCE PROGRAM (SCRAP) SCHEDULE OF FUNDING EXHIBIT "B"	Financial Project ID: 428993-1-58-01
		Contract Number:

PROJECT DESCRIPTION

Name: Felmor Road Length N/A

Termini: from SR 200 to Pages Dairy Road

Description of Work: 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	_____ \$ 110,532.00 _____ _____ _____ _____ \$ 110,532.00	_____ _____ _____ _____ _____ _____	_____ \$ 110,532.00 _____ _____ _____ _____ \$ 110,532.00
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	_____ \$ 110,532.00	_____ _____	_____ \$ 110,532.00

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 E

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF COMPLETION AGREEMENT

375-040-25
PROCUREMENT
OGC - 03/02

Contract No. _____
Financial Project I.D. _____
Vendor No. _____
Procurement No. _____
DMS Catalog Class No. _____

THIS CERTIFICATION OF COMPLETION AGREEMENT, made and entered into this _____ day of _____ (This date to be entered by DOT only), by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the "Department," and _____ of _____ duly authorized to conduct business in the State of Florida, hereinafter called the "Consultant."

WITNESSETH:

WHEREAS, the Department and the Consultant heretofore on _____ entered into an Agreement whereby the Department retained the Consultant to furnish certain services in connection with _____; and

WHEREAS, the services which the Consultant agreed to furnish are 100% complete, for which the Consultant is entitled to a fee of \$ _____ detailed as follows:

and;

WHEREAS, there has been previously paid to the Consultant under the terms of said Agreement the sum of \$ _____

- Leaving a balance of \$ _____ still due and payable to the Consultant by the Department;
- Leaving an overpayment of \$ _____ due and payable to the Department by the Consultant;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the Consultant, does hereby agree with the Department to the completion of the Agreement dated _____, and all amendments and supplemental agreements thereto, except for those provisions wherein the Consultant agrees to protect, indemnify, defend, save, and hold harmless the Department from all claims, demands or liabilities which may arise out of or because of said Agreement, which provisions will remain in full force and effect. The Consultant agrees that the amount to be paid is the final payment due for services rendered pursuant to the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

Name of Consultant

BY: _____ BY: _____
Authorized Signature

(Print/Type) (Print/Type)

Title: _____ Title: _____

Contracting Office Approval:

Exhibit F
Standard Financial Provisions

1. The Department agrees to pay the Nassau County Board of County Commissioners 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 resurfacing.
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 road 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 Department has 5 working days to inspect and approve the goods and services. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.
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.

EXHIBIT 1

STATE AGENCY: FDOT

CSFA #: 55.016

TITLE: Small County Road Assistance Program (SCRAP)

AMOUNT: \$ 110,532.00

COMPLIANCE REQUIREMENTS:

Allowed Activities:

The SCRAP Program is to assist small county governments in resurfacing or reconstructing county roads.

Allowable Cost:

Direct project costs (design, construction, construction engineering and inspection)

Eligibility:

1. Per F.S. 339.2816: Any county that has a population of 75,000 or less according to 1990 federal census data and meets one of the following criteria:
2. The county has enacted the maximum rate of the local option fuel tax authorized by F.S. 336.025(1)(a).
3. F.S. 339.2816 (4)(b). In determining a county's eligibility for assistance under this program, the department may consider whether the county has attempted to keep county roads in satisfactory condition, including the amount of local option fuel tax imposed by the county. The department may also consider the extent to which the county has offered to provide a match of local funds with state funds provided under the program. At a minimum, small counties shall be eligible only if the county has enacted the maximum rate of local option fuel tax authorized by s. 336.025 (1)(a).

Matching:

None.

RESOLUTION NO. 2010- 168

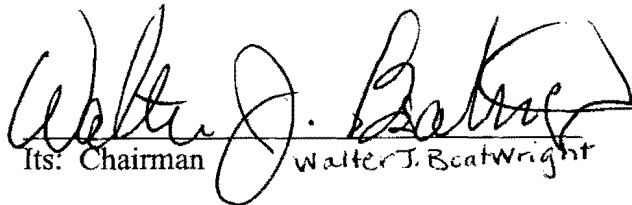
A RESOLUTION AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA

WHEREAS, the Public Works Director has recommended that the Board of County Commissioners of Nassau County, Florida, execute a Reimbursement Agreement between the State of Florida Department of Transportation and Nassau County, Florida regarding the resurfacing of Felmor Road from SR 200 to Pages Dairy Road in Nassau County, Florida (Financial Project ID No. 428993-1-58-01).

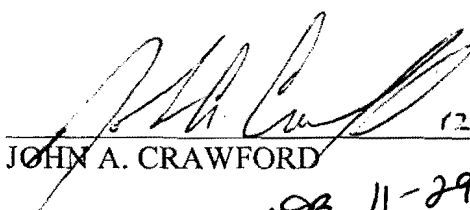
NOW, THEREFORE, BE IT RESOLVED, this 29th day of November, 2010, by the Board of County Commissioners of Nassau County, Florida as follows:



1. The Memorandum of 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

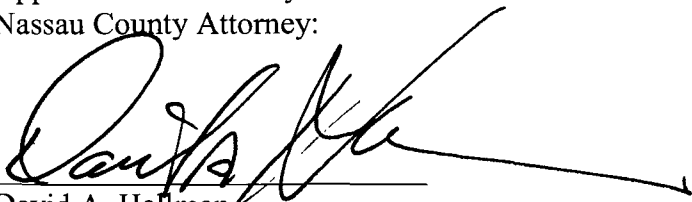

Its: Chairman Walter J. Boatwright

Attest as to Chairman's
Signature:


12-1-10
JOHN A. CRAWFORD
MJB 11-29-10

A CERTIFIED TRUE COPY

EX-OFFICIO, Clerk of the Board of County Comm.
Nassau County, Florida by 
Deputy Clerk

Approved as to form by the
Nassau County Attorney:

A handwritten signature in black ink, appearing to read "David A. Hallman", written over a horizontal line. The signature is stylized and extends to the right with a long, thin stroke.

David A. Hallman



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

1109 S. Marion Avenue
Lake City, Florida 32025-5874

STEPHANIE C. KOPELOUSOS
SECRETARY

December 17, 2010

The Honorable Walter Boatwright, Chairman
Nassau County Board of County Commissioners
96135 Nassau Place, Suite 1
Yulee, Florida 32097

**Subject: Small County Road Assistance Program
REIMBURSEMENT AGREEMENT
Resurfacing of Felmor Road
from SR 200 to Pages Dairy Road
Financial Project ID: 428993-1-58-01**

Dear Chairman Boatwright:

Enclosed for your files is a fully executed copy of the Reimbursement Agreement to resurface NW Felmor Road from SR 200 to Pages Dairy Road in Nassau County, Florida. 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 **December 20, 2010** with an ending date of June 30, 2012. Any work performed prior to **December 20, 2010** is **not** eligible for reimbursement.

Please submit a set of plans and proposed advertisement to the Department for approval prior to advertising for construction services. After bids are opened submit the Engineer's Estimate and the Bid of the Apparent Lowest, Responsive Bidder for the Department's concurrence and recommendation of award.

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 **(\$110,532.00)**.

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

Sincerely,

A handwritten signature in cursive script that reads "Kim Evans for".

Katrina Sadler
Planning Programs Administrator

KS:ke
Enclosures

cc: Scott Herring, Public Works Director
John A. Crawford, Clerk of Circuit Court