

CONSTRUCTION & MAINTENANCE AGREEMENT ADDENDUM

THIS CONSTRUCTION & MAINTENANCE AGREEMENT ADDENDUM ("Addendum") is made and entered into by and between the State of Florida Department of Transportation ("Department") Nassau County, Florida, by and through the Nassau County Board of County Commissioners ("Agency").

-RECITALS-

1. The terms and provisions set forth in this Addendum are incorporated in and made part of that certain Construction & Maintenance Agreement executed by the parties on March 6, 2012, ("Original Agreement"), attached as Exhibit "A"; and

2. This Addendum shall be merged into and made part of the Original Agreement and both documents shall be collectively referred to herein as the "Agreement"; and

3. Pursuant to permit number 14K2940117 ("Permit"), attached as Exhibit "B", the Department will allow the Agency to install concrete pads and benches ("Benches") on or within the Property and Improvement described in the Original Agreement; and

4. The sole purpose of this Addendum is to expand the definition of the previously defined term "Improvement", so as to include the installation of the Benches as part of the maintenance responsibilities of the Agency identified in the Original Agreement, and, unless otherwise specified, all other provisions, terms, and conditions of the Original Agreement shall remain in full force and effect; and

5. In the event of any conflict or inconsistency between the Original Agreement and this Addendum, the provisions of this Addendum shall control; and

6. The Agency acknowledges that the Agency has the right to be represented by legal counsel and that the Agency consulted with Agency's attorney regarding this Agreement before signing the same or that Agency waives the right to consult with their attorney and that they fully understand the terms and provisions of this Agreement.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

1. RECITALS AND EXHIBITS

The above recitals and attached exhibits are specifically incorporated by reference and made part of this Agreement.

2. EFFECTIVE DATE

The effective date of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

3. TERM

The term of this Addendum, as merged with the Original Agreement, shall be governed by the provisions set out in Paragraph 3 (Term) of the Original Agreement.

4. ADDENDUM TO THE TERM IMPROVEMENT

The parties specifically agree that the term "Improvement" as previously defined in the Original Agreement is hereby expanded to include the installation/construction of the Benches on the Property in accordance with the Permit. The parties further agree that wherever the term "Improvement" is used in the Original Agreement, it will be understood to include the Benches as part of that meaning, such that the construction, ownership, maintenance, and repair of the Benches shall be governed by the same.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereby execute this Addendum, consisting of _____ () pages, including Exhibit A.

Florida Department of Transportation

By: Greg Evans

Printed Name: Greg Evans

Title: District Two Secretary

Date: 05/11/15

Legal Review:

By: Melvin K. Bachard 5.7.15
Office of the General Counsel
Florida Department of Transportation

Attest:

By: Lisa Lambert

Printed Name: Lisa Lambert

Title: Executive Secretary

Date: May 11, 2015



Nassau County, Florida

By: Pat Edwards

Printed Name: Pat Edwards

Title: Chairman

Date: 4-13-2015

Legal Review:

By: [Signature]
Legal Counsel for Agency

Attest:

By: John A. Crawford

Printed Name: John A. Crawford

Title: Ex-Officio Clerk

Date: _____

MES
04-24-15

RESOLUTION NO. 2015 - 58

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

WHEREAS, the Board of County Commissioners of Nassau County, Florida, has determined that it is in the County's interest to execute an Addendum to the Construction and Maintenance Agreement between the State of Florida Department of Transportation and Nassau County, Florida (Resolution No. 2011-188 dated December 12, 2011) regarding the Maintenance of the Bike Path/Trail on SR A1A from the Nassau Sound Bridge to East Amelia Island Parkway.

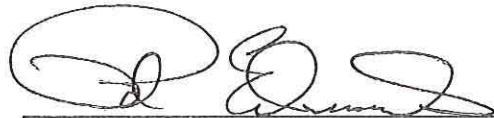
NOW, THEREFORE, BE IT RESOLVED, this 13th day of April 2015, by the Board of County Commissioners of Nassau County, Florida as follows:

1. The Construction and Maintenance Agreement Addendum between the State of Florida Department of Transportation and Nassau County is hereby approved and the Chairman is authorized to execute said agreement.

RECEIVED
NASSAU COUNTY
ENGINEERING SERVICES
DEPARTMENT

2015 SEP 25 A 7:57

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



PAT EDWARDS
Its: Chairman

Attest as to Chairman's
Signature:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

34
M.S.
04-15-15

Approved as to form by the
Nassau County Attorney:



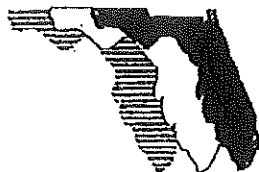
MICHAEL S. MULLIN



TRUE COPY
John A. Crawford, Ex-Officio Clerk
By: Brenda K. Richmond, P.C.
Brenda K. Richmond, P.C., Clerk of the Board of County Commissioners
Nassau County, Florida

Exhibit A

Construction & Maintenance Agreement executed by the parties on March 6, 2012 ("Original Agreement")



Florida Department of Transportation

RICK SCOTT
GOVERNOR

1109 South Marion Avenue
Lake City, FL 32025-5874

ANANTH PRASAD, P.E.
SECRETARY

March 7, 2011

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

**Subject: CONSTRUCTION & MAINTENANCE AGREEMENT & ADDENDUM
Bike Path / Trail on SR A1A
from Nassau Sound Bridge to East of Amelia Island Parkway
Financial Project ID: 427430-1-52-01**

Dear Chairman Boatright:

Enclosed for your files is a fully executed copy of the Construction & Maintenance Agreement & Addendum for a Bike Path / Trail on SR A1A from Nassau Sound Bridge to East of Amelia Island Parkway in Nassau County, Florida.

Thank you for your assistance in securing approval and execution of this agreement. Should you have questions or need additional information, I can be reached at 1-800-749-2967, Extension 7745.

: Sincerely,

Katriha Sadler
District Programs Administrator

KS:ke
Enclosures

CC: Ms. Amy Williams, P.E. Senior Project Manager
Mr. Robert Kosoy, P.E., Jacksonville Maintenance Engineer
Mr. Richard Moss, P.E., District Consultant Project Manager Engineer
Ms. Sandra Croft, Production Management

CONSTRUCTION & MAINTENANCE AGREEMENT ADDENDUM

THIS CONSTRUCTION & MAINTENANCE AGREEMENT ADDENDUM ("Addendum") is made and entered into by and between the State of Florida Department of Transportation ("Department") and the Nassau County Board of County Commissioners ("Agency").

-RECITALS-

1. The terms and provisions set forth in this Addendum are incorporated in and made part of the Construction & Maintenance Agreement executed by the parties contemporaneously herewith.

2. This Addendum shall be merged into and made part of the Construction & Maintenance Agreement and both documents shall be collectively referred to herein as the "Agreement".

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and conditions set forth in this Addendum, the parties, intending to be legally bound hereby, acknowledge, covenant and agree as follows:

1. RECITALS

The recitals set forth above are specifically incorporated herein by reference and made part of this Addendum.

2. E-VERIFY

The Parties agree that the following language will replace Paragraph 4 of the Construction & Maintenance Agreement:

The Agency (A) 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 Agency during the term of the contract; and (B) 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.

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SIGNATURES ON FOLLOWING PAGE

Florida Department of Transportation

By: Greg Evans

Printed Name: Greg Evans

Title: District Two Secretary

Date: March 6, 2012

Legal Review:

By: Melissa Radwell 3-6-12
Office of the General Counsel
Florida Department of Transportation

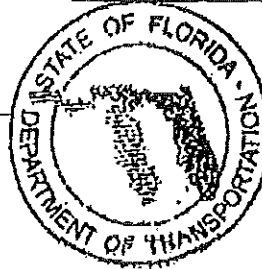
Attest:

By: Lisa Lambert

Printed Name: Lisa Lambert

Title: Admin. Asst.

Date: March 6, 2012



Nassau County Board of County Commissioners,
A Florida Governmental Authority

By: Stacy T. Johnson

Printed Name: Stacy T. Johnson

Title: Chair

Date: 1-9-12

Legal Review:

By: [Signature]
Legal Counsel for Nassau County Board of County Commissioners

Attest:

By: [Signature]

Printed Name: John A. Crawford

Title: Ex-Officio Clerk

Date: _____

EMC
11/9/12
[Signature]
11/10/12

Financial Project Id. No.: 427-430-1-52-01
Federal Id. No.: 4881052P
Project Description: Bike Path / Trail on SR A1A from Nassau Sound Bridge to East of Amelia Island Parkway
On System Department Construct Agency Maintain

CONSTRUCTION & MAINTENANCE AGREEMENT

This Construction & Maintenance Agreement ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and the Nassau County Board of County Commissioners ("Agency").

WHEREAS, the term "Property" shall refer to certain real property located in Nassau County, Florida, owned by the Department and described as Bike Path / Trail on SR A1A from Nassau Sound Bridge to East of Amelia Island Parkway; and

WHEREAS, the term "Improvement" means and shall refer to the Bike Path / Trail on SR A1A from Nassau Sound Bridge to East of Amelia Island Parkway; and

WHEREAS, the Department shall fund construction of the Improvement; and

WHEREAS, the Department's ability to fund construction of the Improvement is wholly contingent on appropriation of funds to the Department; and

WHEREAS, the Department shall construct the Improvement; and

WHEREAS, the Agency shall maintain and repair the Improvement at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement; and

WHEREAS, the Improvement shall be located on the Property; and

WHEREAS, by Resolution 2011-188 dated 12-12-11, the Agency authorized its representative to execute and enter this Agreement on behalf of the Agency, see Exhibit "A".

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the foregoing recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound hereby, acknowledge and agree as follows:

1. RECITALS AND EXHIBITS

The recitals set forth above and Exhibits attached hereto are specifically incorporated herein by reference and made part of this Agreement.

2. EFFECTIVE DATE

The effective date of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

3. TERM

The initial term of the Agreement shall be for a period of one (1) year from the Effective Date. The Agreement shall automatically renew for successive and continuing like one (1) year terms unless terminated by the Department.

4. E-VERIFY

The Agency shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of: (A) all persons employed by the Agency during the term of the Agreement to perform employment duties within Florida; and (B) all persons, including subcontractors, assigned by the Agency to perform work pursuant to the Agreement with the Department.

5. COMPLIANCE

The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions hereof and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines,

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standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

6. PERMITS

In the performance of the Agreement the Agency may be required to obtain one or more Department permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's Construction Agreement which may be required for permanent improvements installed within the Department's right-of-way.

7. PROJECT MANAGEMENT

The Department shall manage the Improvement and perform such activities as the Department deems necessary and appropriate to complete the Improvement, including, without limitation, seeking and obtaining approval and participation by one or more federal agencies, design of the Improvement, acquisition of right-of-way, construction of the improvement, and any other activities to facilitate satisfactory completion of the improvement. The Department shall commence construction of Improvement at its convenience after the appropriation of sufficient funds.

8. MAINTENANCE & REPAIR

A. The Agency shall maintain and repair the Improvement at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement. Nothing in this Agreement shall obligate the Department to maintain or repair the Improvement, said obligations to remain the sole responsibility of the Agency.

B. If the Department determines that the Agency is not maintaining and repairing the Improvement in accordance with the terms and provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of the Department's written notice, or such other time as the Department and the Agency mutually agree in writing, to correct the deficiency and provide the Department with written notice of the same.

C. If the deficiency is not corrected timely, or if the Department determines that the deficiency remains after receipt of the Agency's written notice indicating that the deficiency has been corrected, the Department, within its discretion, may: (1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to complete correction of the deficiency; (2) require the Agency to remove the Improvement and restore the Property pursuant to the "Removal" section of this Agreement; or (3) correct the deficiency at the Agency's sole cost and expense. Should the Department elect to correct the deficiency, the Department shall provide the Agency with an invoice for the costs incurred by the Department to correct the deficiency and the Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

D. If at any time in the sole determination of the Department, the integrity or safety of the Improvement requires immediate maintenance or repair for the benefit of public health, safety or welfare, the Department may perform such maintenance and repairs it deems appropriate under the circumstances. The Department shall provide the Agency with written notice of the emergency maintenance and repairs performed by the Department and an invoice for the same. The Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

9. IMPROVEMENTS

The Department may improve or modify the Improvement as the Department deems appropriate. Improvements and modifications made to the Improvement shall be maintained and repaired by the Agency in accordance with the "Maintenance & Repair" section of this Agreement.

Financial Project Id. No.: 427430-1-52-01

Federal Id. No.: 4881052P

Project Description: Bike Path / Trail on SR A1A from Nassau Sound Bridge to East of Amelia Island Parkway
On System Department Construct Agency Maintain

10. UTILITIES

The Agency shall be responsible for locating, removing and relocating utilities, both aerial and underground, if required for the Agency to perform its obligations under this Agreement. All utility conflicts that interfere with the Agency's ability to perform this Agreement shall be resolved by the Agency directly with the applicable utility.

11. MAINTENANCE OF TRAFFIC

A. The Agency shall be responsible for the maintenance of traffic ("MOT") at all times during its performance of this Agreement. MOT shall be performed in accordance with applicable Governmental Law and the most current edition of each of the following, as the same may be constituted and amended from time to time, all of which are incorporated herein and made part of the Agreement by reference: (1) Section 102 of the Department's Standard Specifications for Road and Bridge Construction; (2) the Manual on Uniform Traffic Control Devices; and (3) the Department's Roadway Design Standards Index 600 Series.

B. If the Agency fails to perform MOT as required herein, the Department, within its discretion, may elect to perform MOT at the Agency's sole cost and expense. Should the Department perform MOT, the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

12. REMOVAL

A. The Department may terminate this Agreement and remove the Improvement without liability to the Agency if the Department determines that removal is required pursuant to applicable Governmental Law, or that removal of the Improvement would benefit the Department in the conduct of its business.

B. The Department may require the Agency to remove the Improvement and restore the Property to the condition that existed immediately prior to the Effective Date of this Agreement if the Agency breaches a material provision (as determined by the Department) of this Agreement. Removal and restoration shall be completed by the Agency within sixty (60) days of the date of the Department's written notice requiring removal of the Improvement, or such other time as the Department and the Agency mutually agree in writing.

C. Removal and restoration shall be completed by the Agency in accordance with applicable Governmental Law, specifically including the Department's Standard Specifications for Road and Bridge Construction.

D. Should the Agency fail to complete the removal and restoration work as required herein, the Department may: (1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to complete removal and restoration; or (2) complete the removal and restoration at the Agency's sole cost and expense. Should the Department elect to complete the removal and restoration, the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

13. PERMISSIVE USE

This Agreement creates a permissive use only and neither the granting of permission to use the Property, nor construction of the Improvement on or within the Property shall operate to create or vest any property right to or in the Agency. The Agency shall not acquire any right, title, interest or estate in the Property by virtue of the execution, operation, effect or performance of this Agreement.

14. EMINENT DOMAIN AND DAMAGES

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and

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relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

15. DUE DILIGENCE & WARRANTIES

A. All due diligence requirements related to the Agency's negotiation, execution and performance of this Agreement are the sole responsibility of the Agency.

B. The Department makes no representations or warranties of any kind, express or implied, concerning the Property, including, without limitation, representations and warranties concerning: (1) the physical condition of the Property; and (2) merchantability or fitness for a particular purpose.

16. PAYMENT

All Department invoices submitted to the Agency for payment pursuant to the terms and provisions of this Agreement are due and payable within forty-five (45) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Florida Statutes, until paid in full.

17. INDEMNIFICATION

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

18. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time.

19. NOTICE

All notices, communications and determinations between the parties hereto and those required by the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Florida Department of Transportation
Attention: Jacksonville Maintenance Engineer ("LME")
838 Ellis Road South
Jacksonville, Florida 32205

Agency: Nassau County Board of County Commissioners
Attention: Nassau County Manager
96135 Nassau Place, Suite
Yulee, Florida 32097

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20. GOVERNING LAW

This Agreement shall be governed in all respect by the laws of the State of Florida.

21. INITIAL DETERMINATION OF DISPUTES

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

22. VENUE AND JURISDICTION

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

23. JURY TRIAL

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

24. ASSIGNMENT

The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

25. THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

26. VOLUNTARY EXECUTION OF AGREEMENT

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

27. ENTIRE AGREEMENT

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

28. EXECUTION OF DOCUMENTS

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

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29. SUFFICIENCY OF CONSIDERATION

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

30. WAIVER

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

31. INTERPRETATION

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

32. CAPTIONS

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

33. SEVERANCE

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

34. COMPUTATION OF TIME

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

35. MODIFICATION OF AGREEMENT

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

36. ANNUAL APPROPRIATION / FUNDING

Pursuant to §339.1365(6)(a), Florida Statutes, the Department's obligation to fund construction of the Improvement is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.136(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"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 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 and which have a term for a period of more than 1 year."

IN WITNESS WHEREOF, Intending to be legally bound hereby, the parties execute this Agreement, consisting of seven (7) pages.

SIGNATURES ON FOLLOWING PAGE

Financial Project Id. No.: 427430-1-52-01
Federal Id. No.: 4881052P
Project Description: Bike Path / Trail on SR A1A from Nassau Sound Bridge to East of Amelia Island Parkway
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Florida Department of Transportation

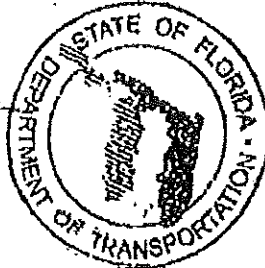
By: *Greg Evans*
Printed Name: Greg Evans, P.E.
Title: District Two Secretary
Date: March 6, 2012

Attest:

By: *Lisa Lambert*
Printed Name: Lisa Lambert
Title: Admin. Asst.
Date: March 6, 2012

Legal Review:

By: *Melinda K. Blackwell* 3.6.12
Office of the General Counsel
Florida Department of Transportation



Nassau County Board of County Commissioners,
A Florida Governmental Authority

By: *Walter J. Boatright*
Printed Name: Walter J. Boatright
Title: Chairman
Date: 12-12-11

Attest:

By: *John A. Crawford*
Printed Name: John A. Crawford
Title: Ex-Officio Clerk
Date: 12-14-11

Legal Review:

By: *[Signature]*
Legal Counsel for Agency

ESK
12/12/11

RESOLUTION NO. 2011- 188

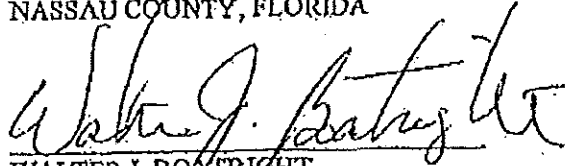
A RESOLUTION AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA

WHEREAS, the Board of County Commissioners of Nassau County, Florida, has determined that it is in the County's interest to execute a Maintenance Agreement between the State of Florida Department of Transportation and Nassau County, Florida regarding the Maintenance of the Bike Path/Trail on SR A1A from the Nassau Sound Bridge to East Amelia Island Parkway.

NOW, THEREFORE, BE IT RESOLVED, this 12th day of December, 2011, by the Board of County Commissioners of Nassau County, Florida as follows:


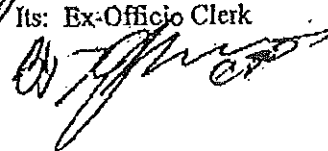
1. The Maintenance Agreement between the State of Florida Department of Transportation and Nassau County is hereby approved and the Chairman is authorized to execute said agreement.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


WALTER J. BOZRIGHT
Its: Chairman

Attest as to Chairman's
Signature:

Approved as to form by the
Nassau County Attorney:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk



DAVID A. HALLMAN

244
12/12/11
LL
12/14/11

APPROVED COPY
John A. Crawford, Ex-Officio Clerk
By: David A. Hallman, DC
12/14/11



JOHN A. CRAWFORD
Clerk of the Circuit Court / Comptroller
Ex-Officio Clerk to the Board of County Commissioners
Nassau County



December 15, 2011

Katrina Sadler, Planning Programs Administrator
Florida Department of Transportation
1109 S. Marion Avenue
Lake City, FL 32025-5874

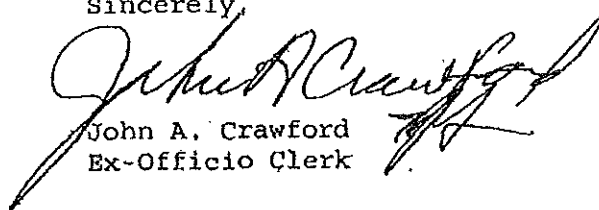
Re: Memorandum of Agreement - Bike Path/Trail on SR A1A
Nassau Sound Bridge to East Amelia Island Parkway

Dear Ms. Sadler:

During a regular session of the Nassau County Board of County Commissioners held December 12, 2011, the Board approved and authorized the Chairman to sign the referenced agreement. I have enclosed two original agreements for appropriate signatures. Once signed, please return one original to my office. Please be aware that we will be unable to process until the original agreement has been received by the Clerk's Office at 76347 Veteran's Way, Yulee, Florida 32097. A self-addressed envelope has been provided for your convenience to ensure the documents are received in a timely manner.

Thank you for your assistance in this matter. If I can be of any service to you, please do not hesitate to let me know.

Sincerely,


John A. Crawford
Ex-Officio Clerk

/bkl
enclosures

EXHIBIT B

Permit Number 14K2940117 ("Permit")

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
GENERAL USE PERMIT

Date: 12/09/14 Permit No.: 14K2940117

Name of Applicant or Authorized Agent: Nassau County Engineering Services
 Entity (if applicable): _____
 (If entity, furnish contact information for responsible representative)

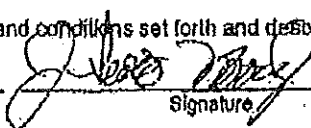
Address: 96161 Nassau Place Zip Code: 32097
 City/State: Yulee, Florida Telephone No.: 904-941-7330
 Email Address: swhittier@nassaucountyfl.com


Activity / Project Site		
County: <u>Nassau</u>	State Road: <u>A1A</u>	Section: <u>74130</u>
From Mile Post: <u>1.030</u> to Mile Post: <u>5.821</u>		
Construction Proposed or Underway: Yes <input type="checkbox"/> No <input type="checkbox"/> FM Project No.: _____		
Name of Municipality if Work is within Limits: <u>None</u>		
Description of Work Activity: <u>Installation of Bench seating areas for the Multiuse Trail at six locations; Concrete construction only.</u>		

General Provisions
<ol style="list-style-type: none"> 1. Attach any pertinent plans or drawings. 2. Attach notification letters sent to any Utilities both aerial and underground that will be potentially impacted. 3. The designated FDOT Engineer shall be notified 48 hours prior to beginning of work. Contact <u>Ken Lane</u> at <u>(904) 360-5375</u>. 4. All work, materials and equipment shall be subject to inspection and approval by FDOT. Applicants certification of work at completion is required. 5. The permittee shall be responsible to place and display safety devices and proper maintenance of traffic in accordance with the latest version of the Department's Design Standards, Index series 600, or an alternative plan signed and sealed by a professional Engineer and attached with the permit. 6. All FDOT property shall be restored to its original condition. Any damage to FDOT property as a result of this work shall be repaired and restored in a manner acceptable to the FDOT at the sole expense of the permittee.

Special Provisions
PRE AND FINAL INSPECTION REQUIRED BY DOT INSPECTOR

Conditions
<p>1. In the event the permittee fails to meet any of the requirements of this permit by the FDOT, the permitted activity must cease until brought into compliance. If compliance can not be met, then the permit will be rendered void and said work shall be removed from the right of way at no cost to the FDOT.</p> <p>2. Work shall commence within <u>60</u> days of permit approval. Work shall be completed by <u>1/31/15</u> (Date)</p> <p>3. The rights and privileges herein set out are granted only to the extent of the State's right, title and interest in the land to be entered upon and used by the permittee, and the permittee will, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend and save harmless the State of Florida and the FDOT from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by said permittee of the aforesaid rights and privileges.</p>

Applicant		
I hereby agree to comply with all terms and conditions set forth and described in this permit.		
<u>J. Scott Herring, P.E.</u>		<u>12/09/14</u>
Printed or Typed Name and Title	Signature	Date

FDOT		
Approved By: <u>Sean Kelly, P.E.</u>		<u>12/15/14</u>
Print Designated Engineer	Signature	Date
<u>Jacksonville Assistant Maintenance Engineer</u>		
Title		

Special Provisions/Special Instructions

Permit No.: 14K2940117

Section No.: 74130

A copy of the approved permit application package must be available at the job site at all times.

A pre-work and final inspection is required by a FDOT inspector. The final inspection must be held between the FDOT inspector, contractor and Permittee. FDOT final acceptance of the project will not be granted until the utility owner signs and certifies on the permit that the utility construction is per plans.

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Before construction is to begin, the applicant shall deliver to the Department proof of insurance verifying that the applicant or the applicant's contractor has coverage under a liability insurance policy issued by an insurance company authorized to do business in the State of Florida naming themselves as insured, and the Department as an additional name insured, which policy shall contain a broad form contractual endorsement specifically covering the liabilities arising from the indemnity agreement. The policy shall provide public liability insurance, including property damage, in the amount of \$500,000 combined single limit for each occurrence and the above required policy shall be endorsed with a provision requiring the insurance company to notify the Department thirty days prior to the effective date of cancellation or material change in the policy if the change occurs during the construction period. The applicant shall pay all premiums and other charges due on said policy and keep said policy or materially identical replacement policy in force during the entire period of construction of the connection.

All contractors and subcontractors hired by the permittee must be properly licensed to work in the State of Florida.

Call -811- Sunshine One-Call Cable Locating Service, Two Full Business Days Before You Dig.

Forty-Eight (48) hours before work begins contact the following (as applicable):

Ken Lane – Field Inspector - (904) 360-5375

The Applicant shall provide a copy of its procedures, guidance, references, methods, the QA/QC data, and any and all other documents associated with this Permit to the Department.

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Special Provisions/Special Instructions

Permit No.: 14K2940117

Section No.: 74130

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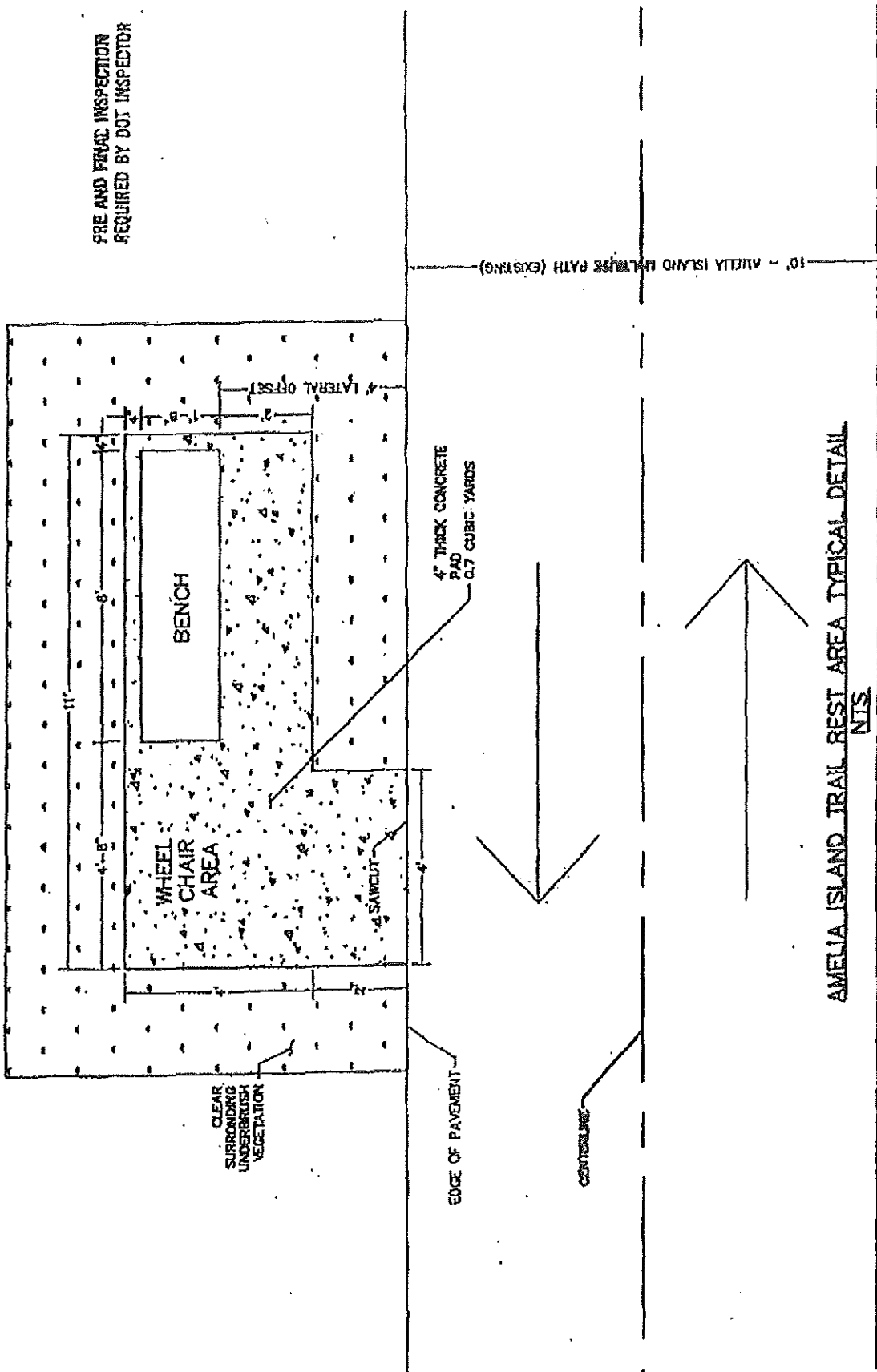
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The Applicant shall promptly defend, indemnify, hold the Department harmless from and pay all costs, property damage, demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by or resulting from Applicant's performance or breach of this Permit ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the RCRA, the CERCLA, CAA and the CWA.

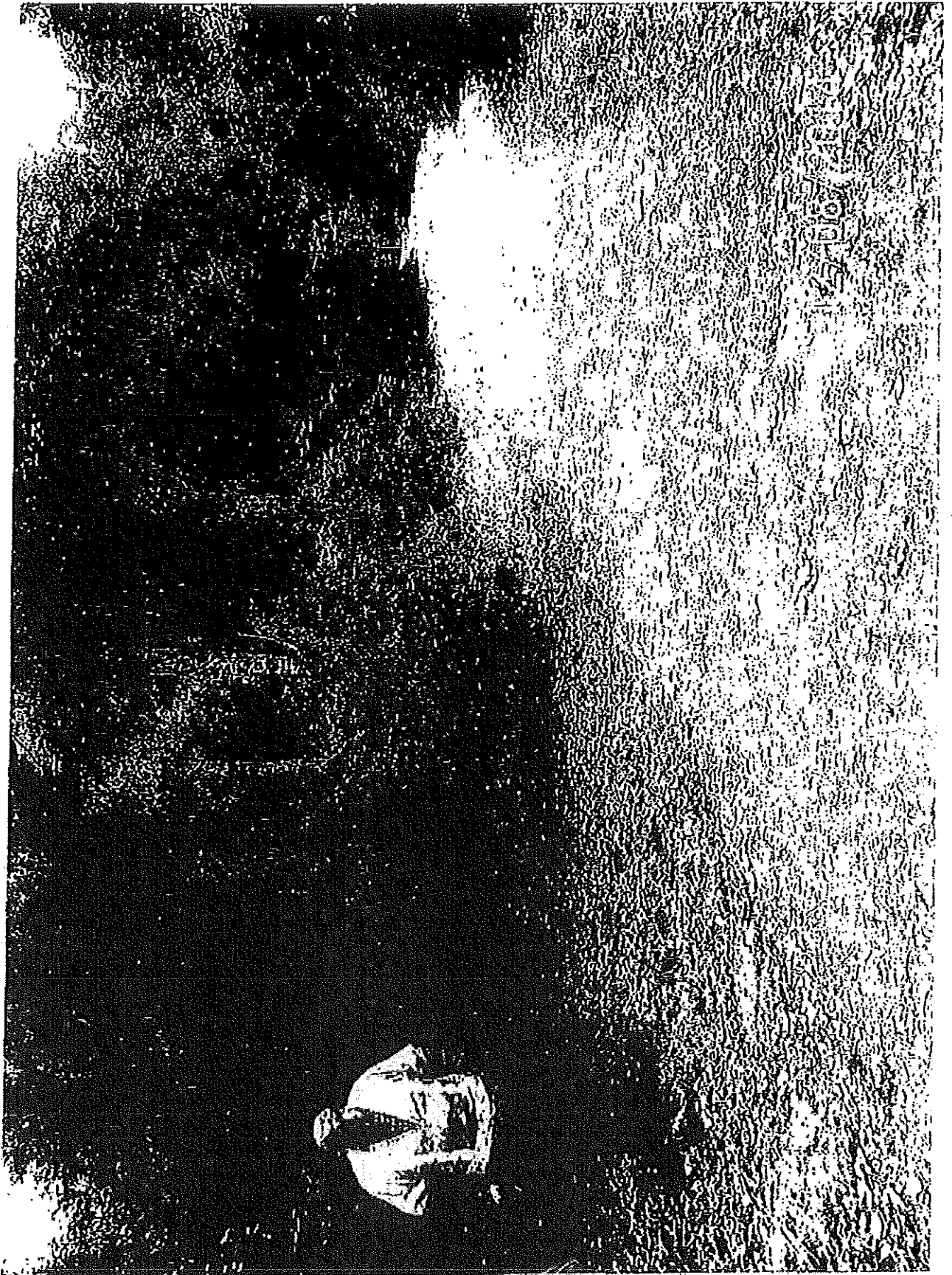
The Applicant shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Applicant in conjunction with this Agreement. Specifically, the Applicant shall: (i) keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Applicant; and (ii) provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and (iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (iv) meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Applicant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

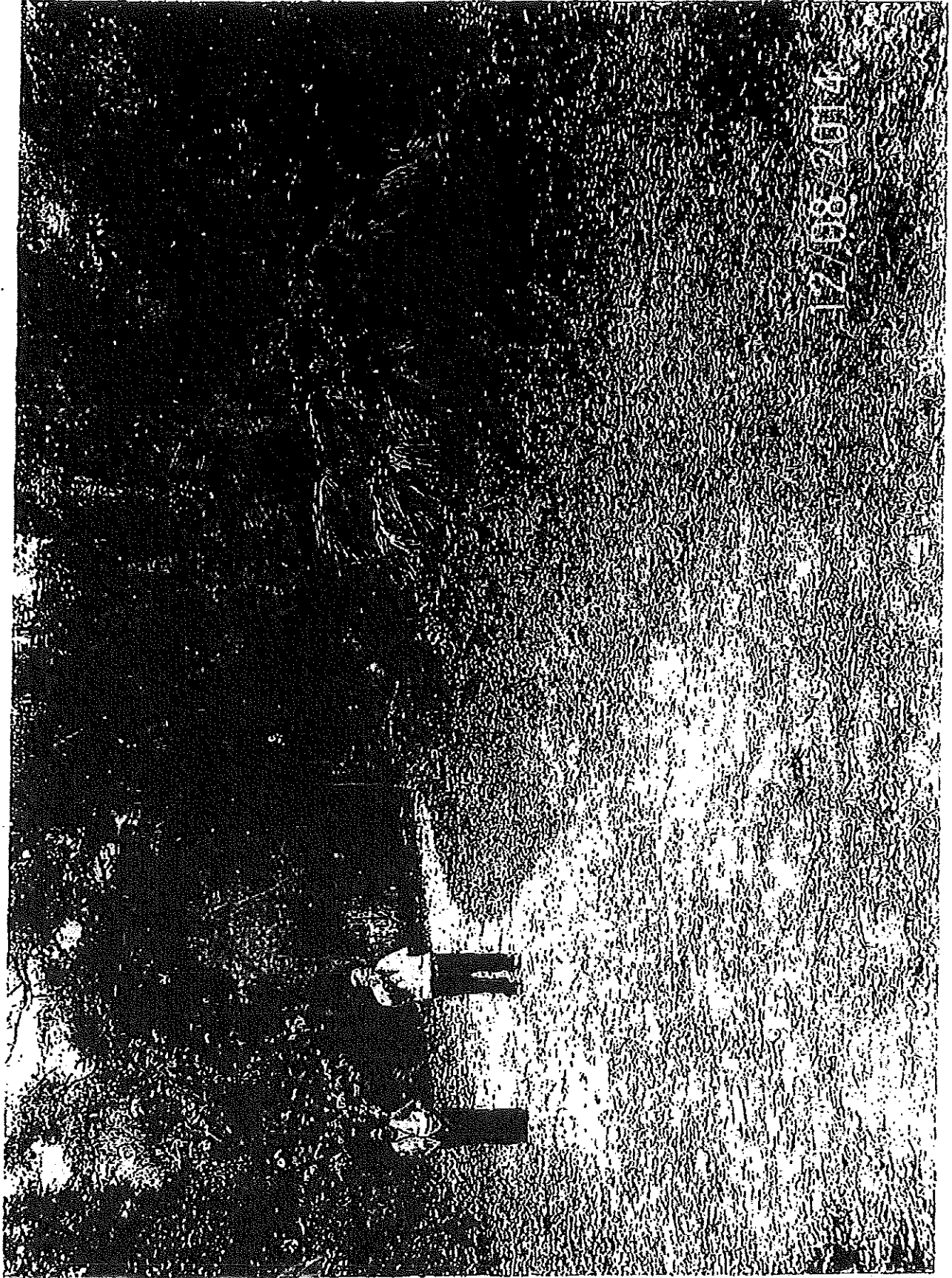
Best management practices for erosion control must be correctly installed and in place prior to work commencing. All devices must be reviewed/inspected daily by the permittee and maintenance performed as needed throughout the duration of the project.

PRE AND FINAL INSPECTION
REQUIRED BY DOT INSPECTOR

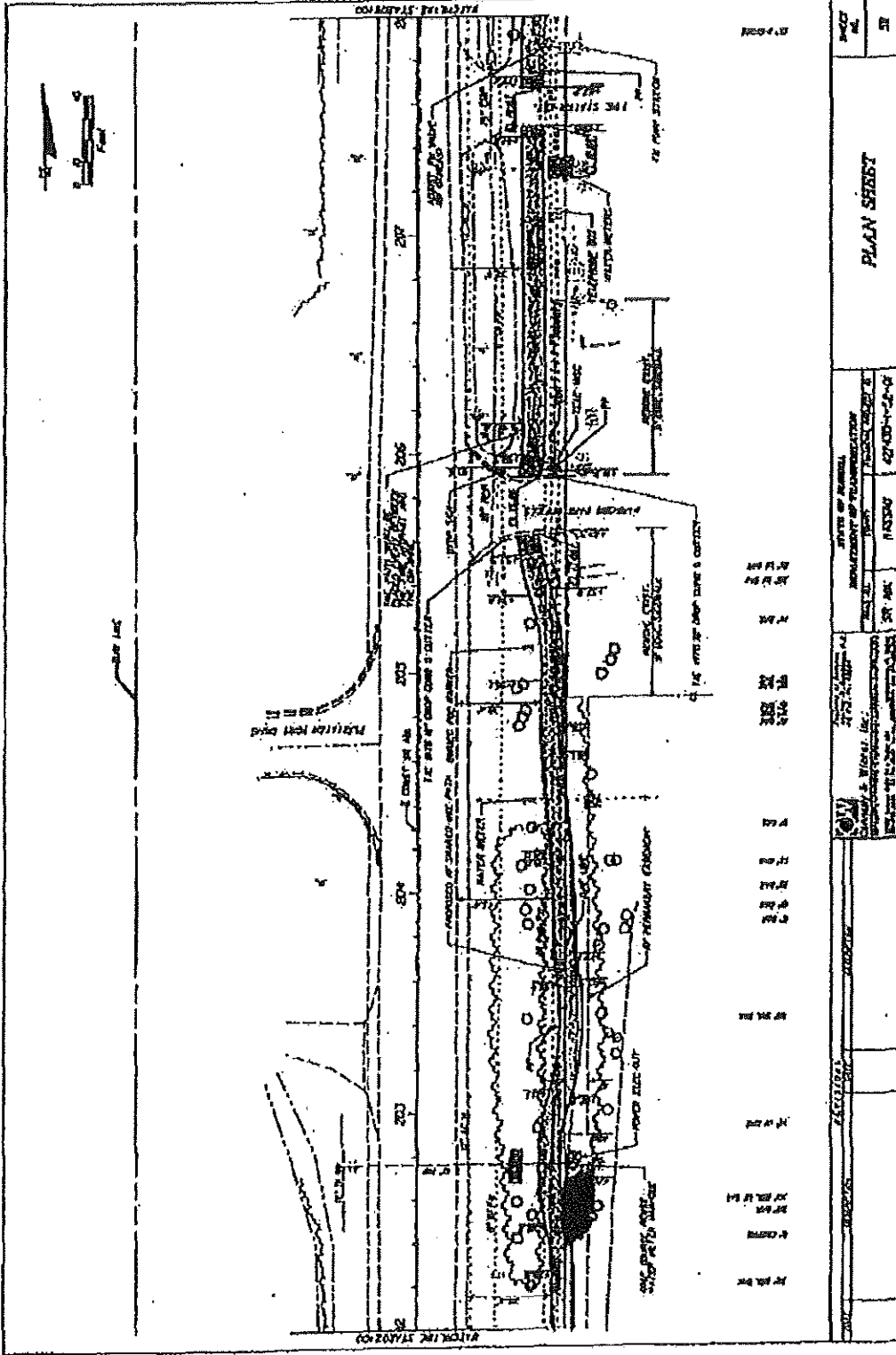


AMELIA ISLAND TRAIL REST AREA TYPICAL DETAIL
NTS

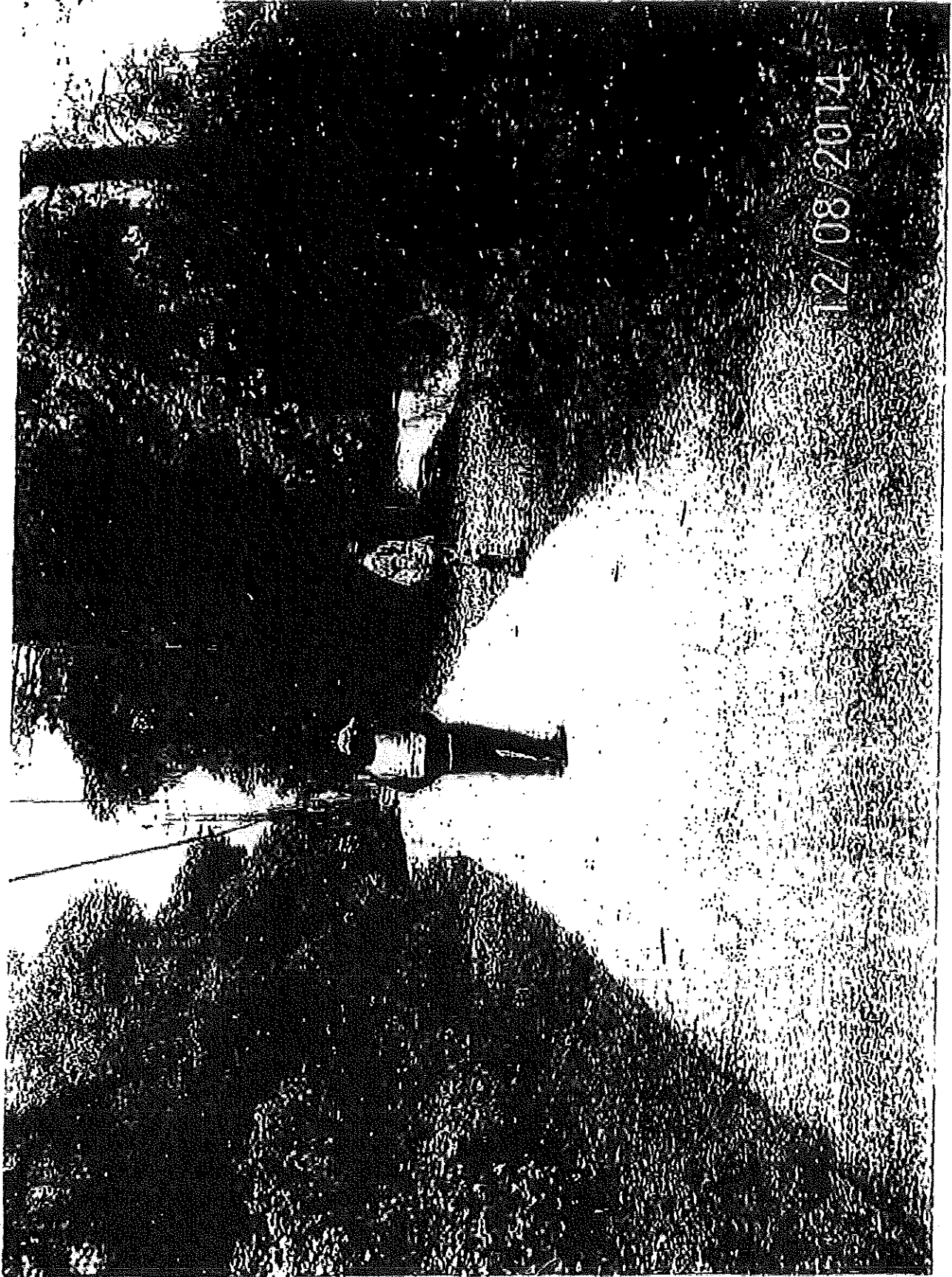




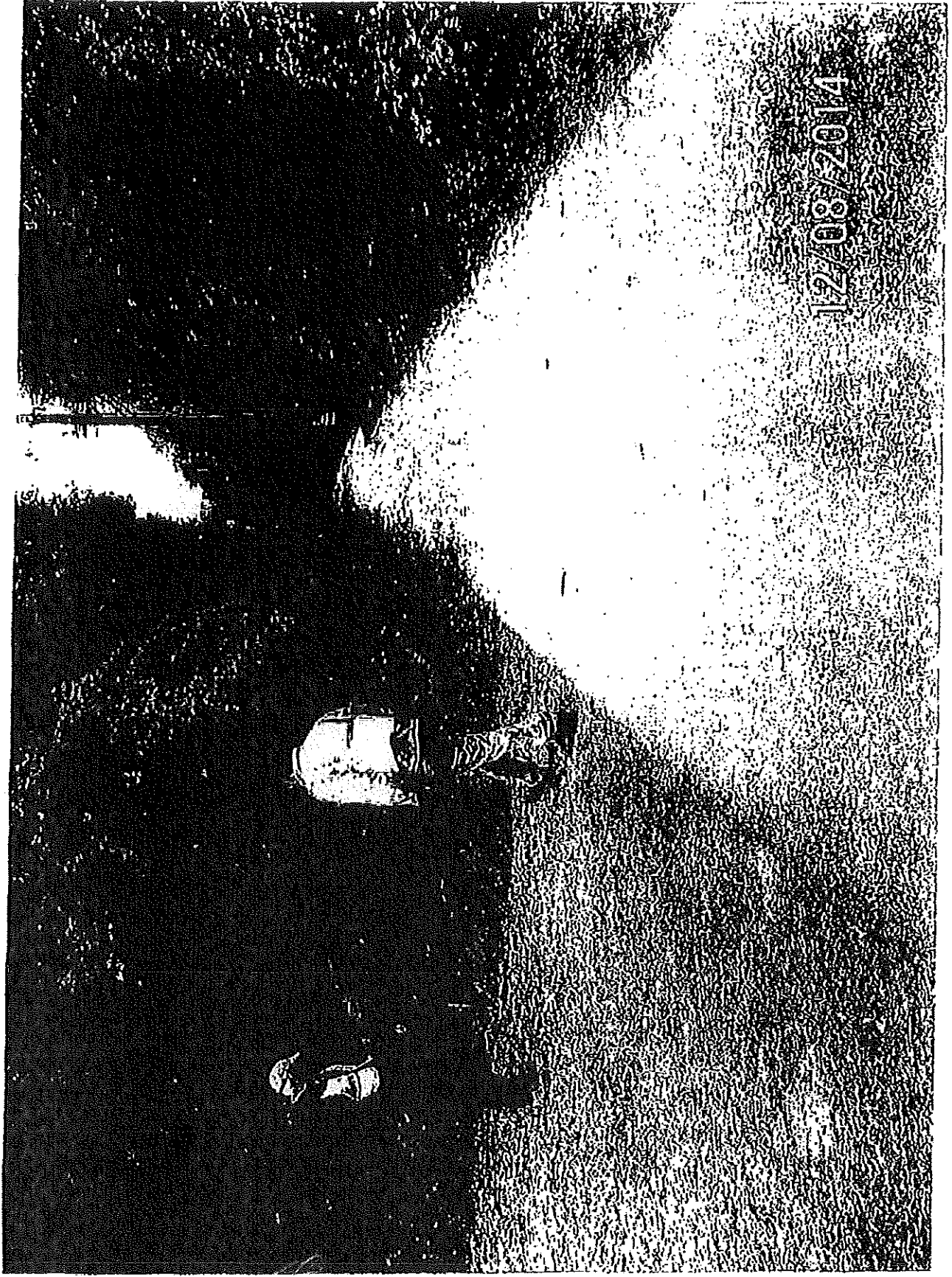
BENCH # 2



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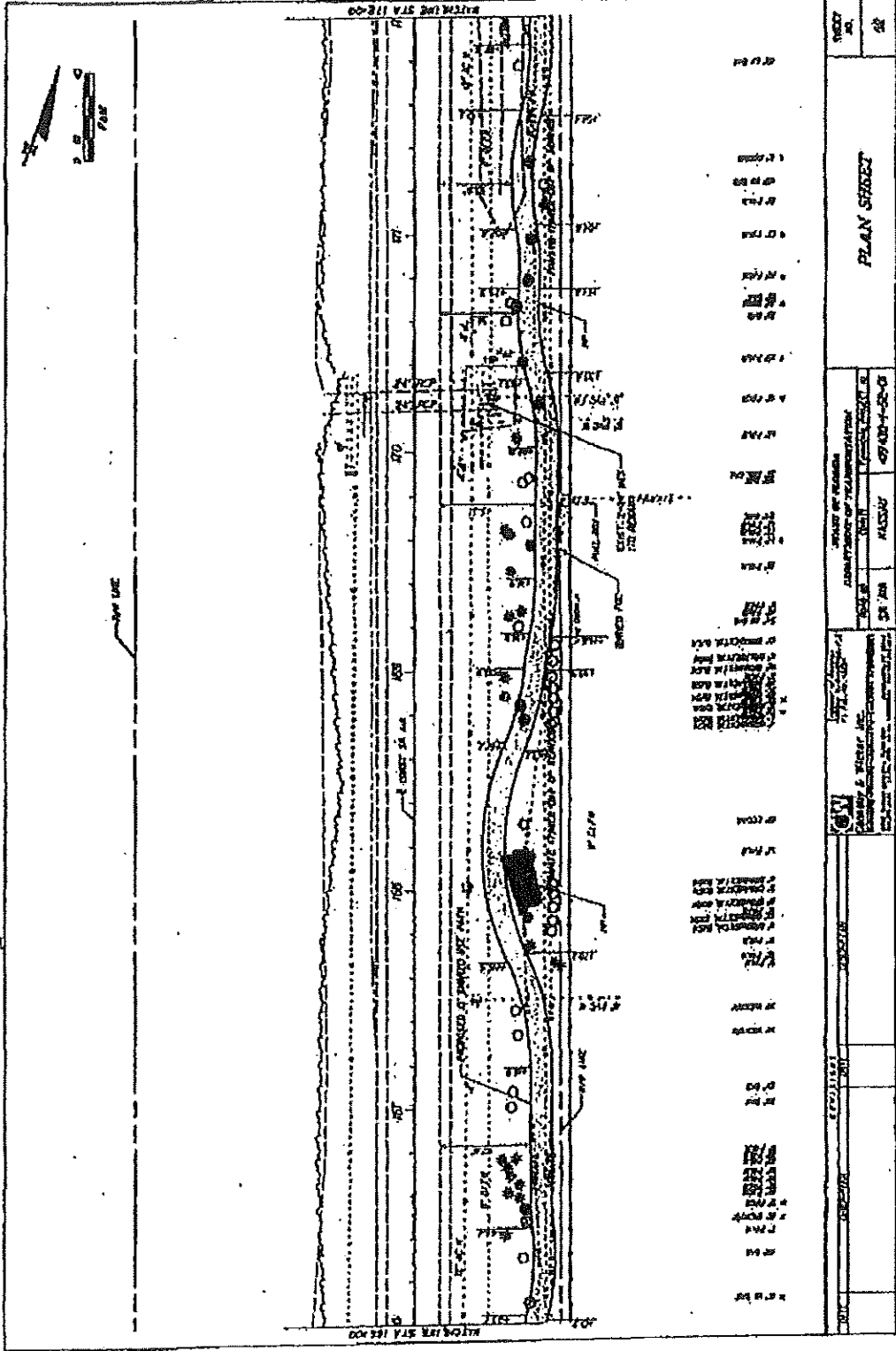


12/08/2014



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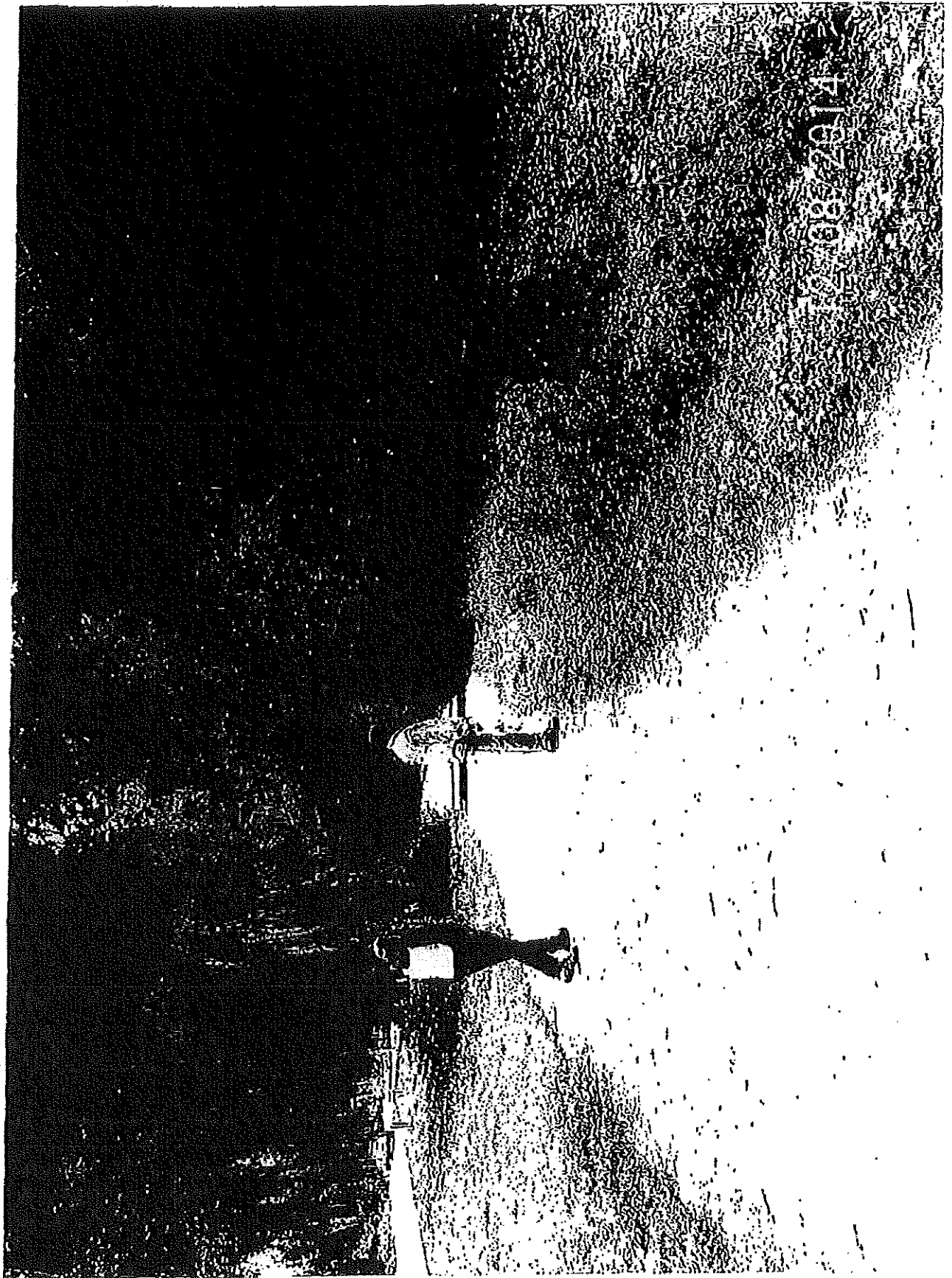
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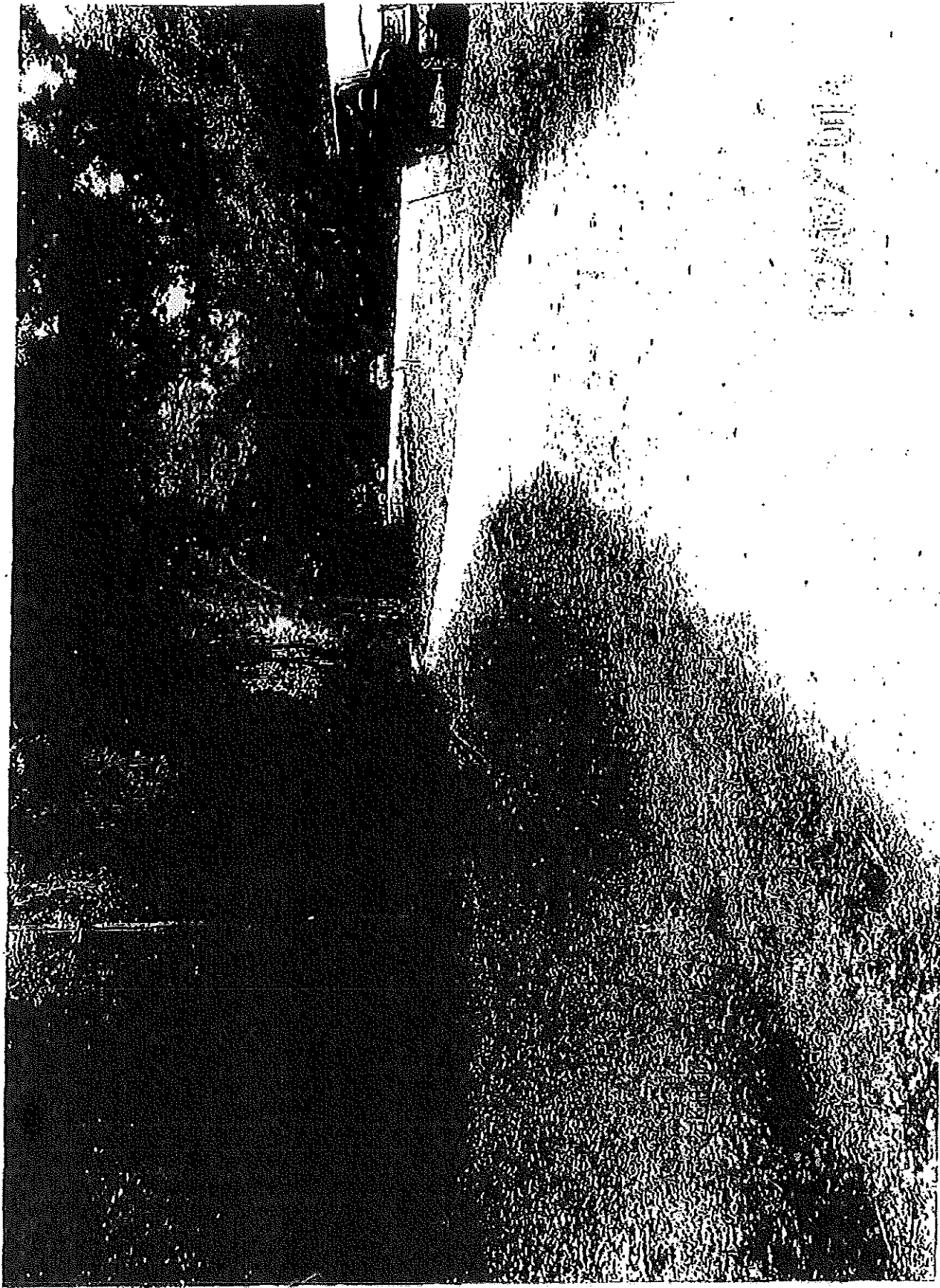
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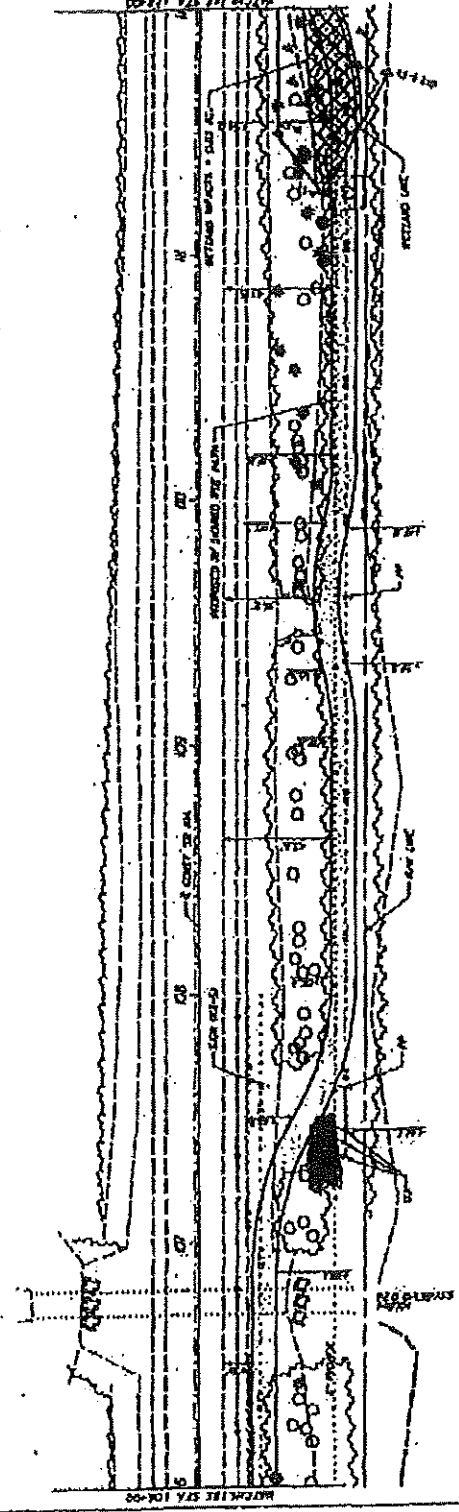
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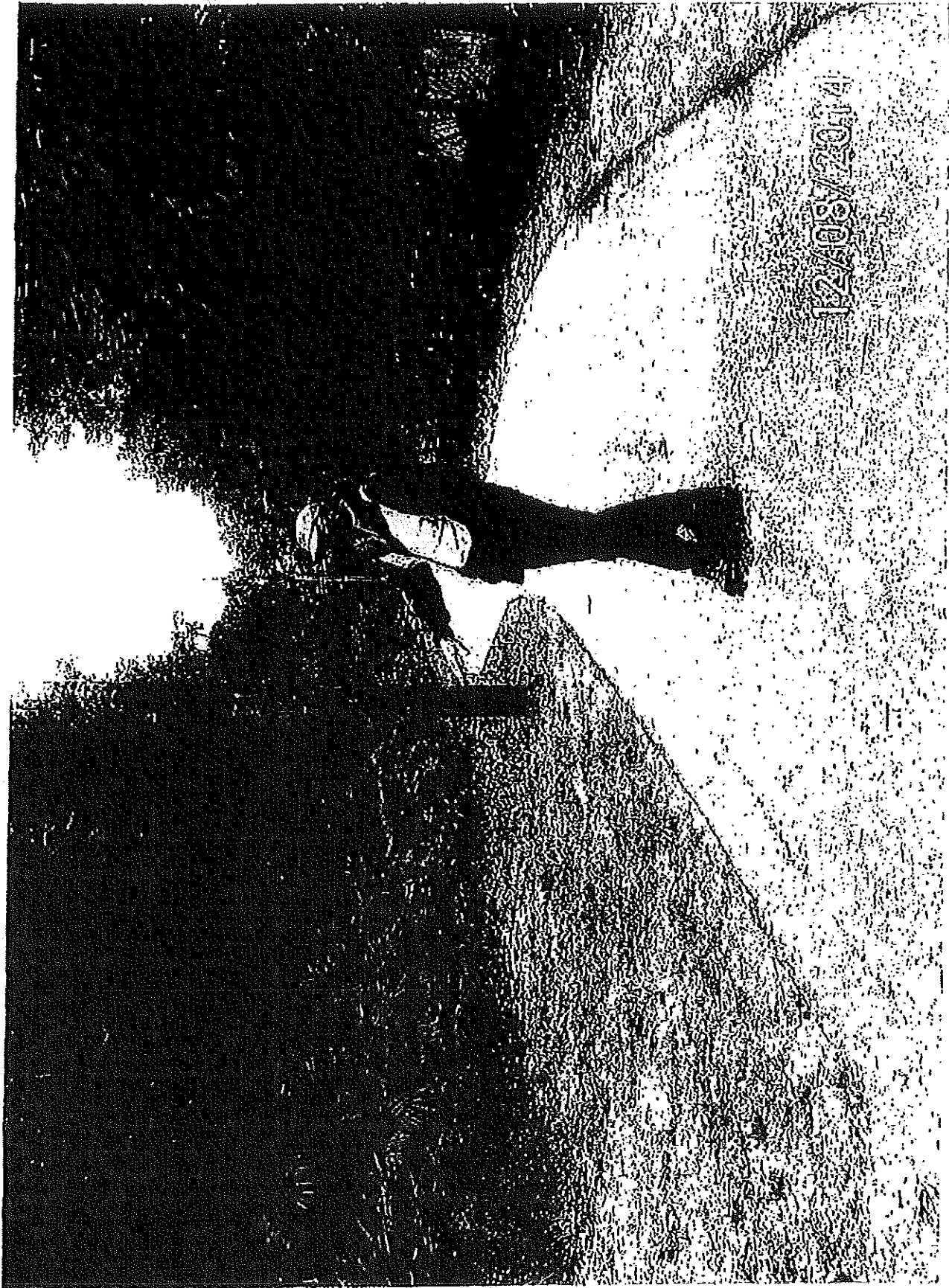
LEGEND
RESUITED WELDING
CONTACTS



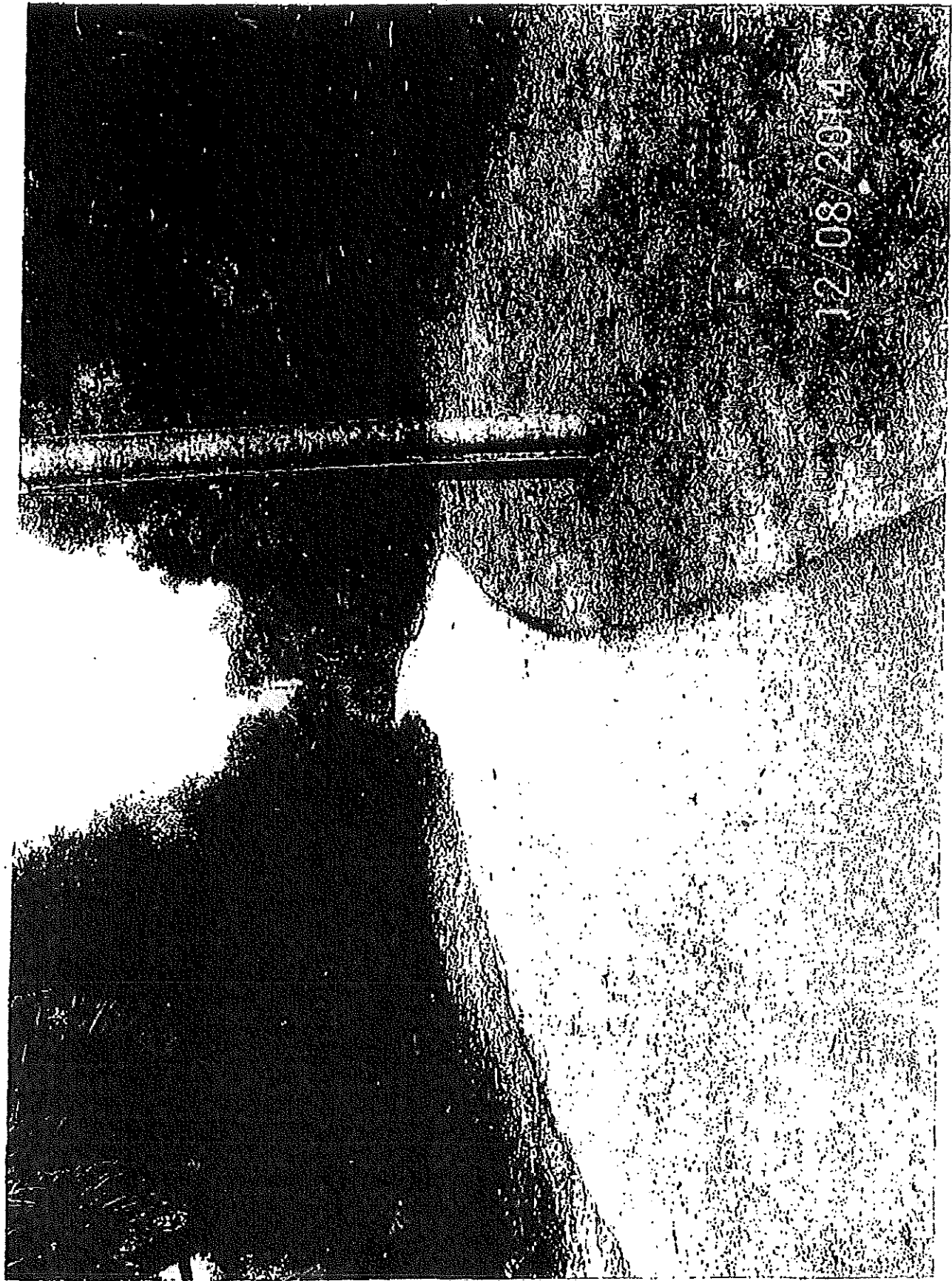
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PROJECT NO. 42		PLAN SHEET	
DATE	BY	SCALE	PROJECT NO.
10/1/50	J. W. BROWN	AS SHOWN	42-1-1-10-0
DIVISION OF AIR FORCE HEADQUARTERS WASHINGTON, D. C. AIR FORCE ENGINEERING CENTER WRIGHT-PATTERSON AIR FORCE BASE DAYTON, OHIO			

NOT TO SCALE

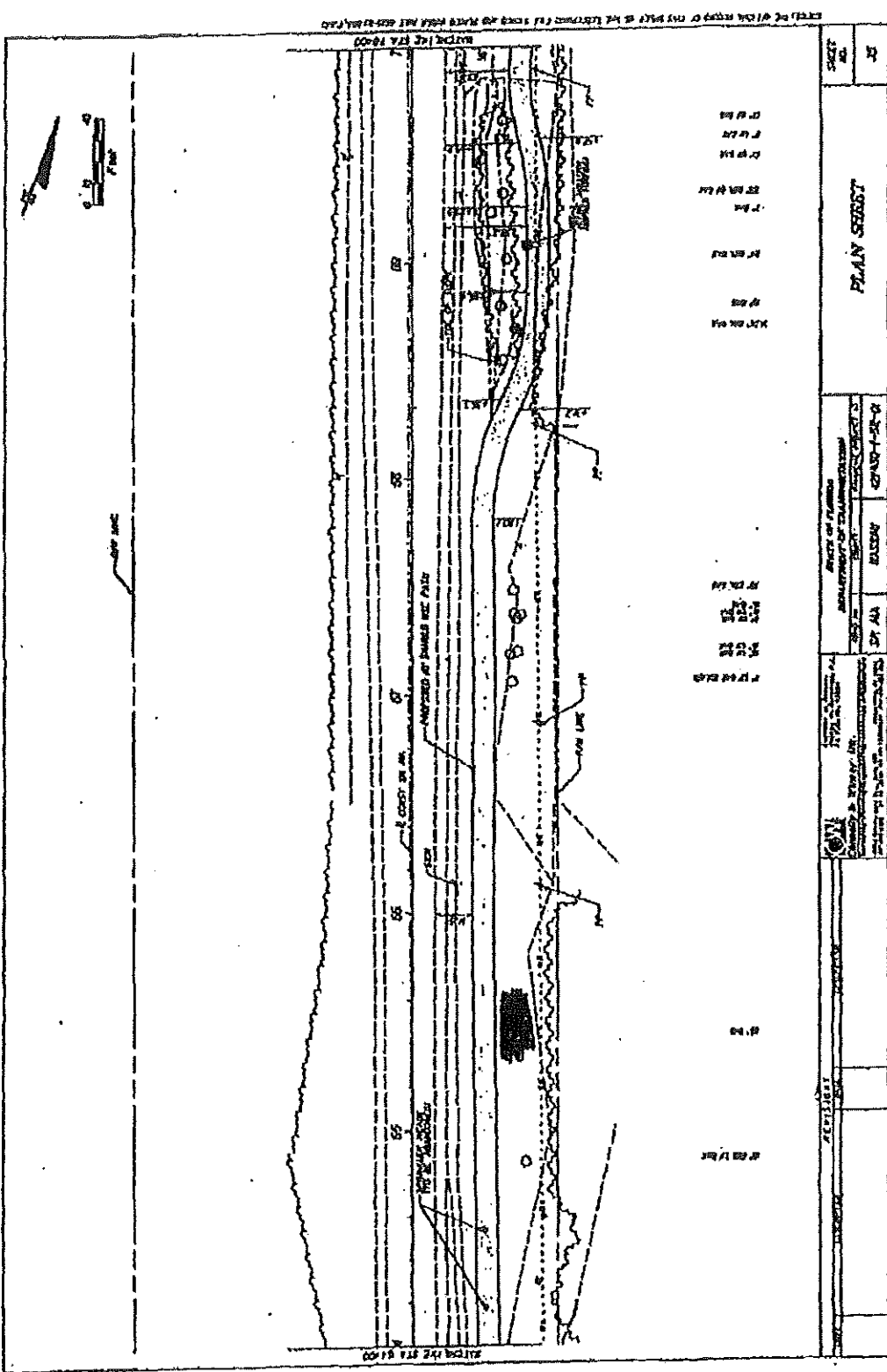


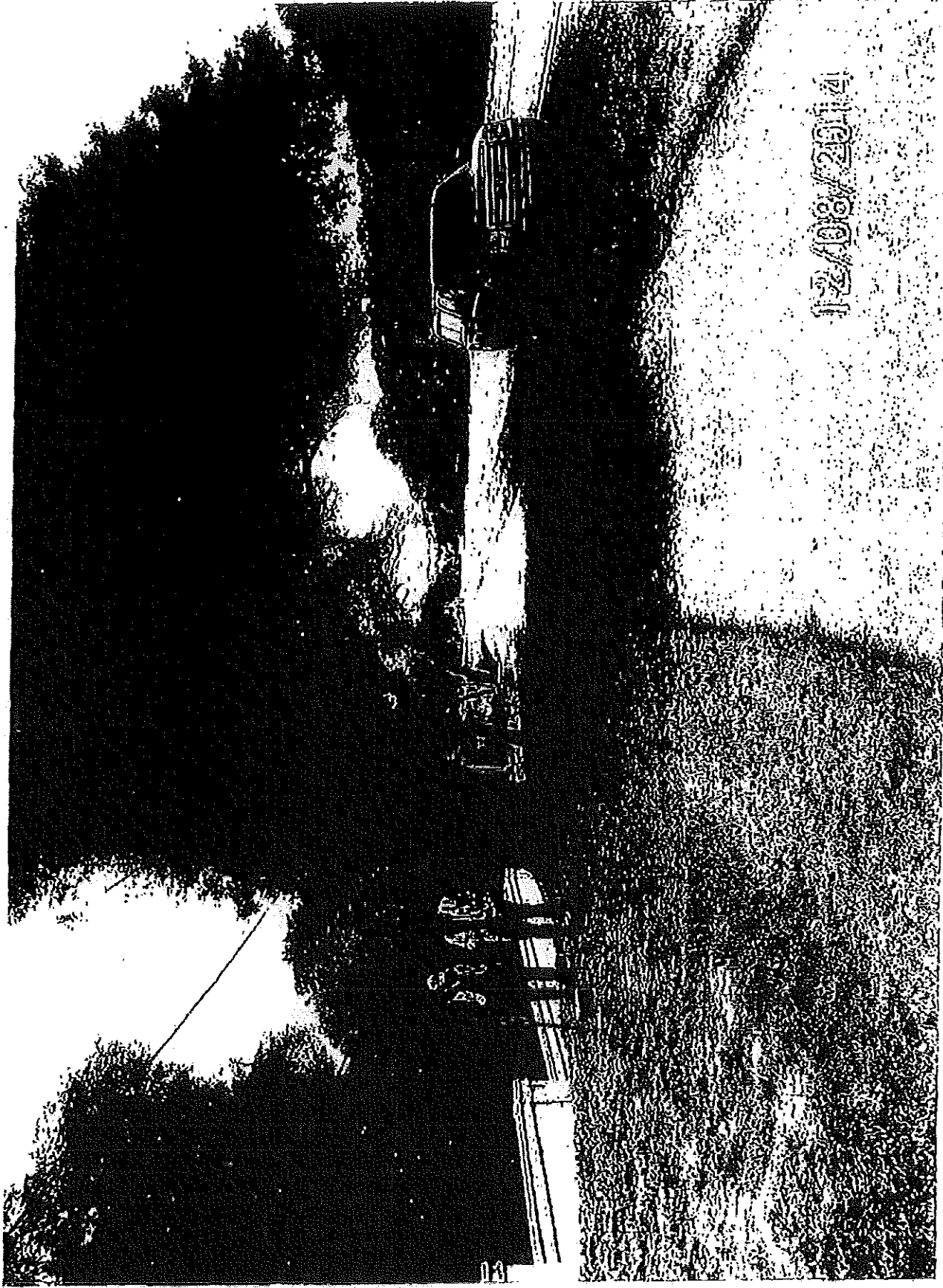
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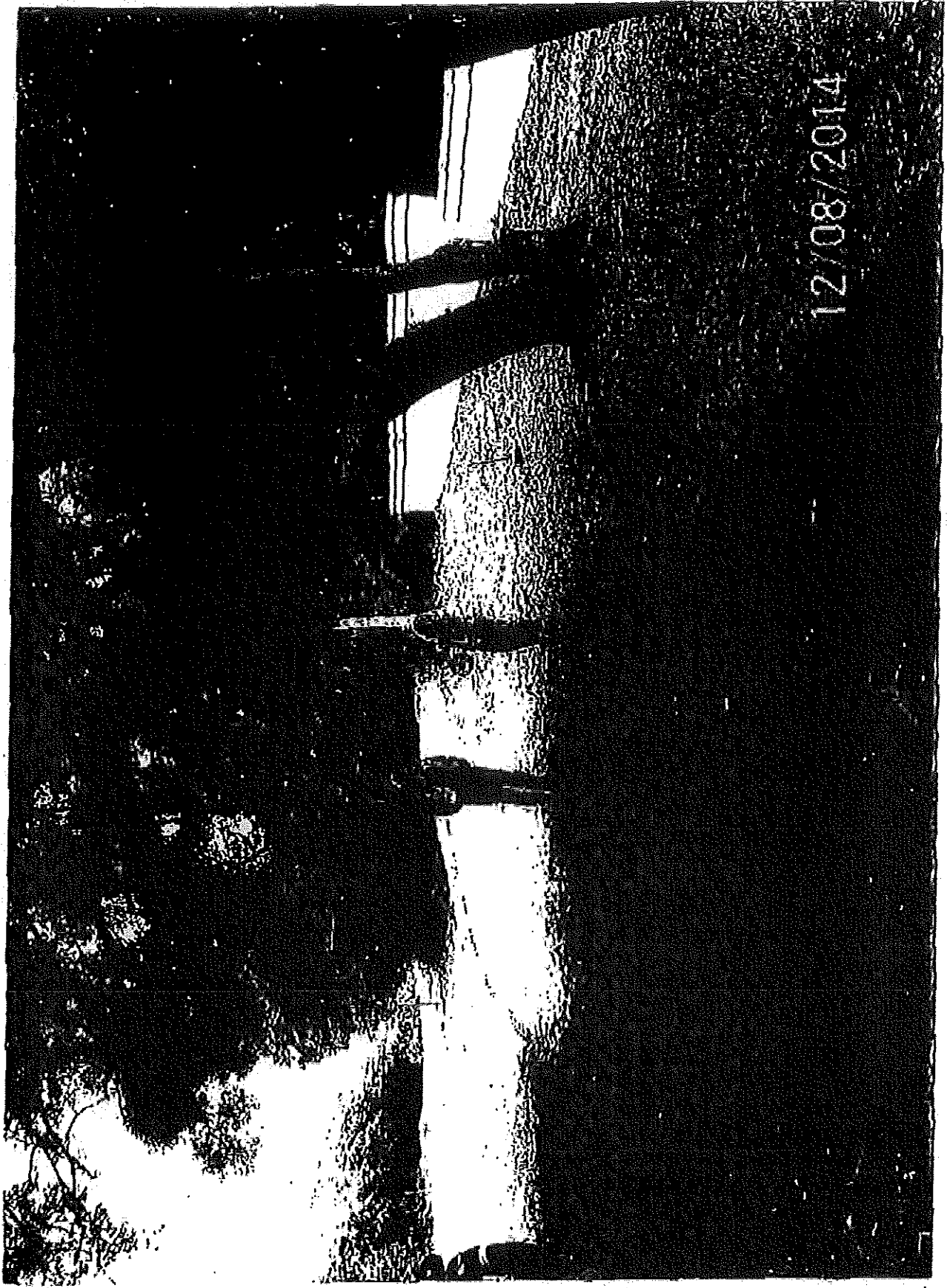




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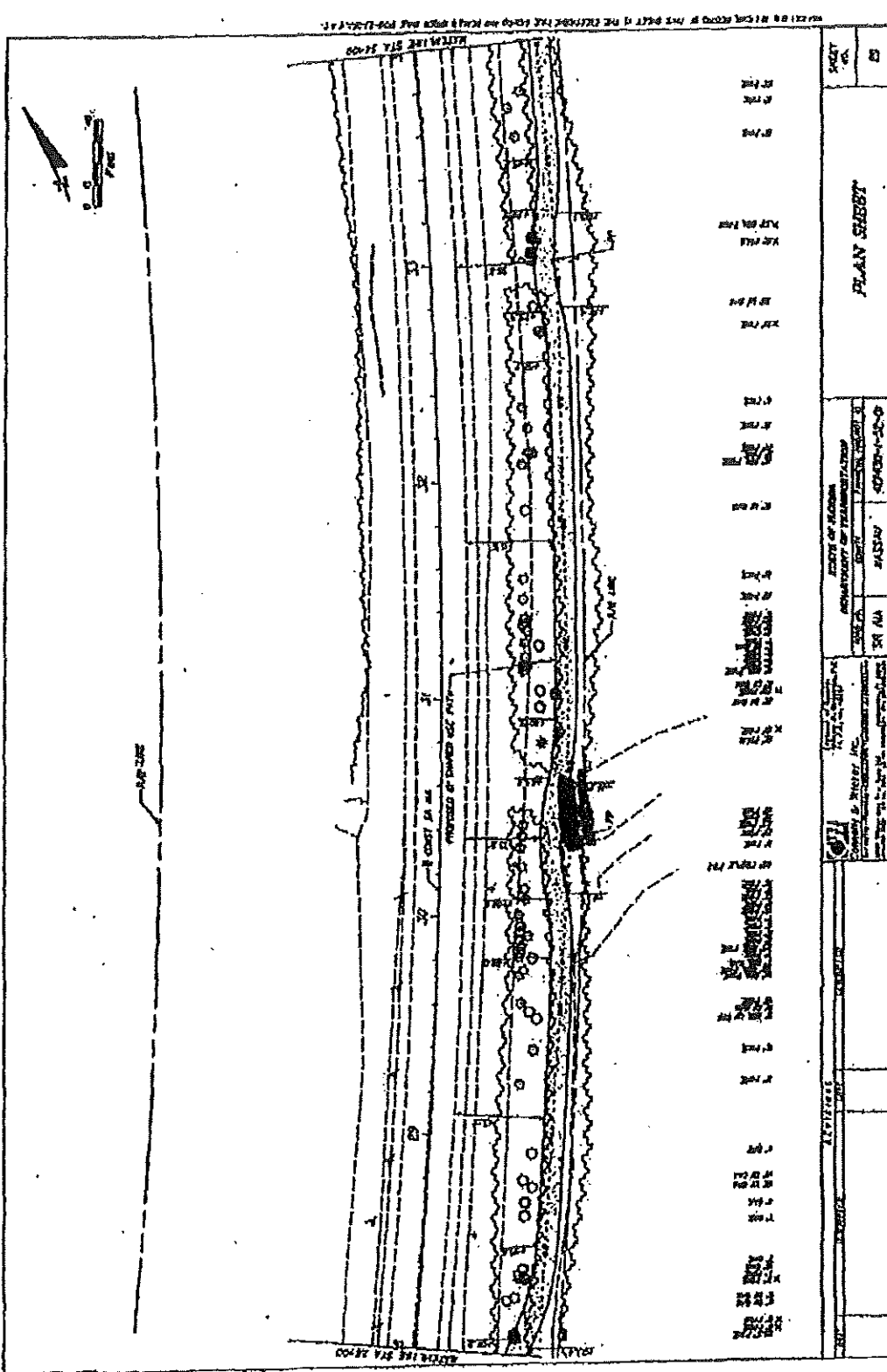


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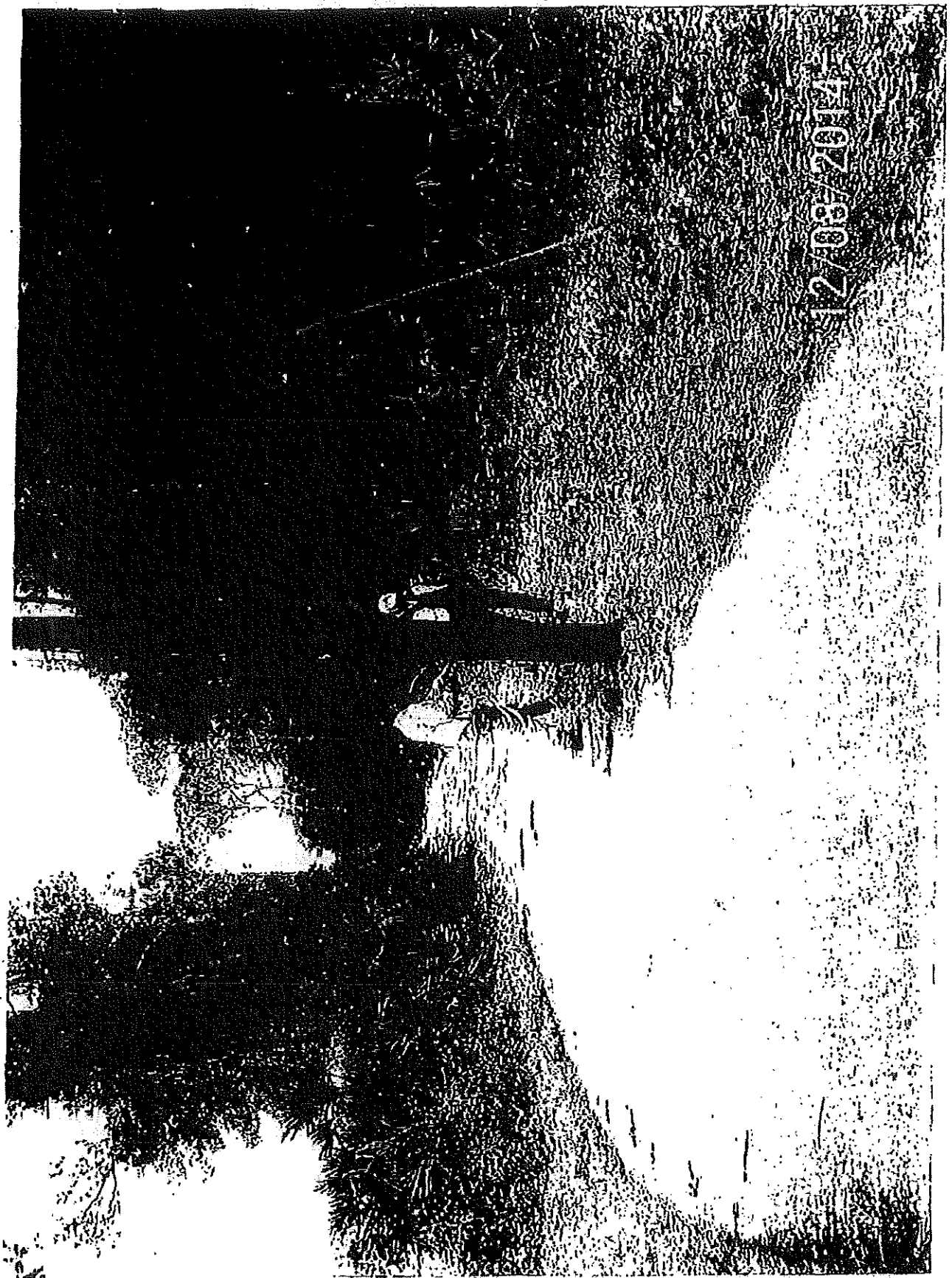


12/08/2014

BENCH # 6



SHEET NO. 23	
PLAN SHEET	
PROJECT NO.	SECTION
DATE	SCALE
DESIGNED BY	CHECKED BY
DRAWN BY	APPROVED BY
COUNTY OF HANCOCK DEPARTMENT OF HIGHWAYS OFFICE OF THE ENGINEER 100 WATER STREET BANGOR, ME 04401 TEL. 847-2200 FAX 847-2200	



FBI 07/21



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* 6' Trailside Bench

Availability: In stock

\$399.00

FREE SHIPPING ON ALL ORDERS!

BUY MORE AND SAVE! - Quantity Discounts Applied to Entire Order:

Buy 3 for \$358.00 each and save 11%

Buy 5 for \$345.00 each and save 14%

Buy 10 for \$335.00 each and save 17%

Qty: 1 **ADD TO CART**

Product Description

Product #: TSB6

Weight: 135lb

Length: 72"

Width: 25"

Height: 32"

Seat: 16.5"

Legs: 3

Trailside Bench in 6-foot length.

All-plastic bench. Made with black 1-piece molded plastic legs.

Rounded edges for safety.

Widest seat for comfort.

2 x 6 slat construction.

Ground to seat is 17"

Ground to top is 32"

Stainless steel fasteners included.

[CLICK HERE TO DOWNLOAD ASSEMBLY INSTRUCTIONS.](#)



*Color

-- Please Select --

*Engraving Options

-- Please Select --

MORE VIEWS



Custom Engraving

Image Engraving

Date: 12/09/14 Permit No.: 14K2940117

Name of Applicant or Authorized Agent: Nassau County Engineering Services
 Entity (if applicable): _____
 (If entity, furnish contact information for responsible representative)
 Address: 96161 Nassau Place Zip Code: 32097
 City/State: Yulee, Florida Telephone No.: 904-941-7330
 Email Address: swhittier@nassaucountyfl.com

Activity / Project Site

County: Nassau State Road: A1A Section: 74130
 From Mile Post: 1.030 to Mile Post: 5.821
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2015 SEP 25 A 7:57
 MASSAUI COUNTY
 ENGINEERING SERVICES
 DEPARTMENT

Special Provisions/Special Instructions

Permit No.: 14K2940117

Section No.: 74130

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Permit No.: 14K2940117

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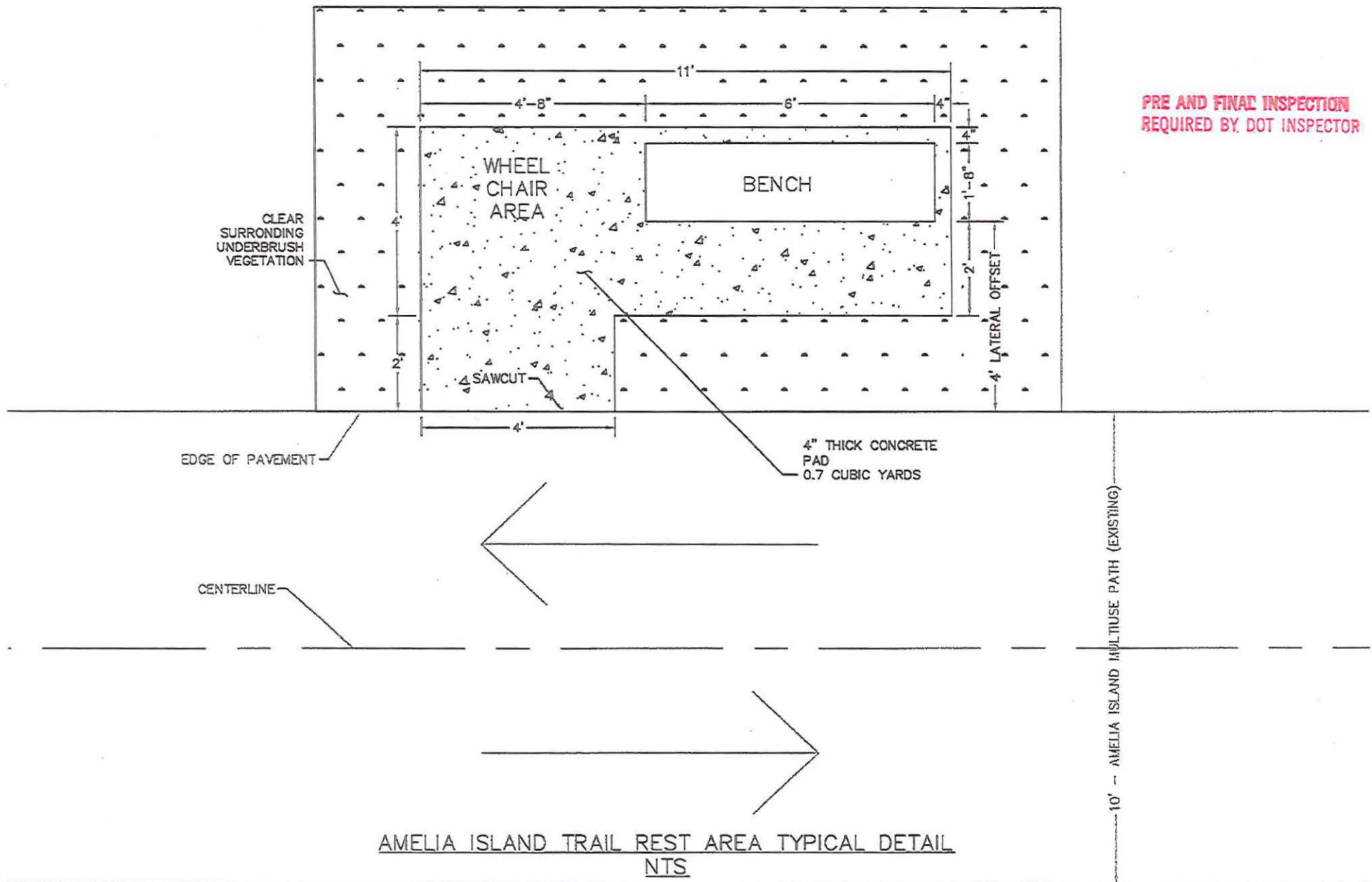
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Nothing in this Permit shall be deemed or otherwise interpreted as waiving the Department's sovereign immunity protections, or increasing the limits of liability set forth in Florida Law §337.27(4) Florida Statutes (2014) as the same may be amended from time to time.

The Applicant shall promptly defend, indemnify, hold the Department harmless from and pay all costs, property damage, demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by or resulting from Applicant's performance or breach of this Permit ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the RCRA, the CERCLA, CAA and the CWA.

The Applicant 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 Applicant in conjunction with this Agreement. Specifically, the Applicant shall: (i) keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Applicant; and (ii) provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and (iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (iv) meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Applicant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

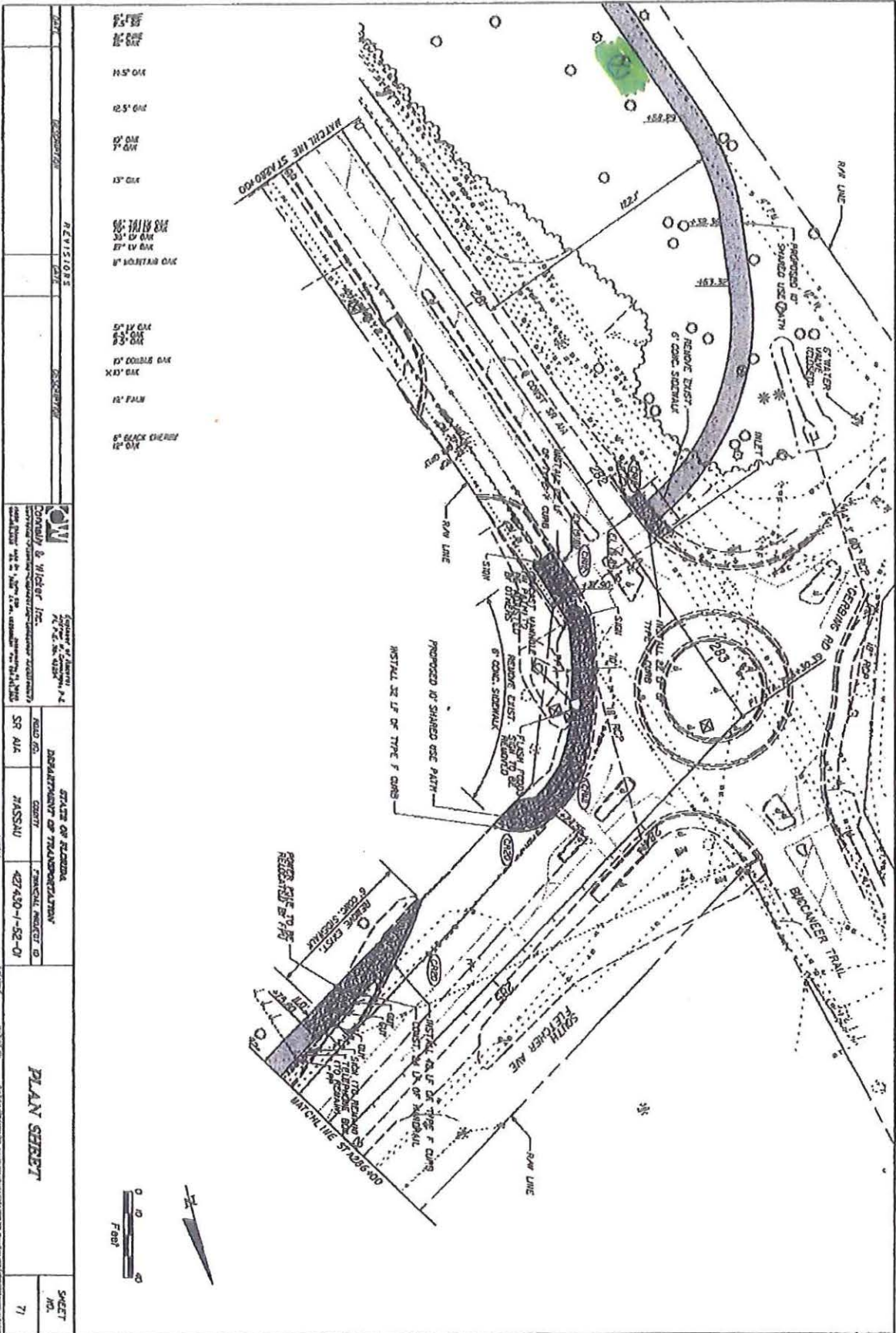
Best management practices for erosion control must be correctly installed and in place prior to work commencing. All devices must be reviewed/inspected daily by the permittee and maintenance performed as needed throughout the duration of the project.



PRE AND FINAL INSPECTION
REQUIRED BY DOT INSPECTOR

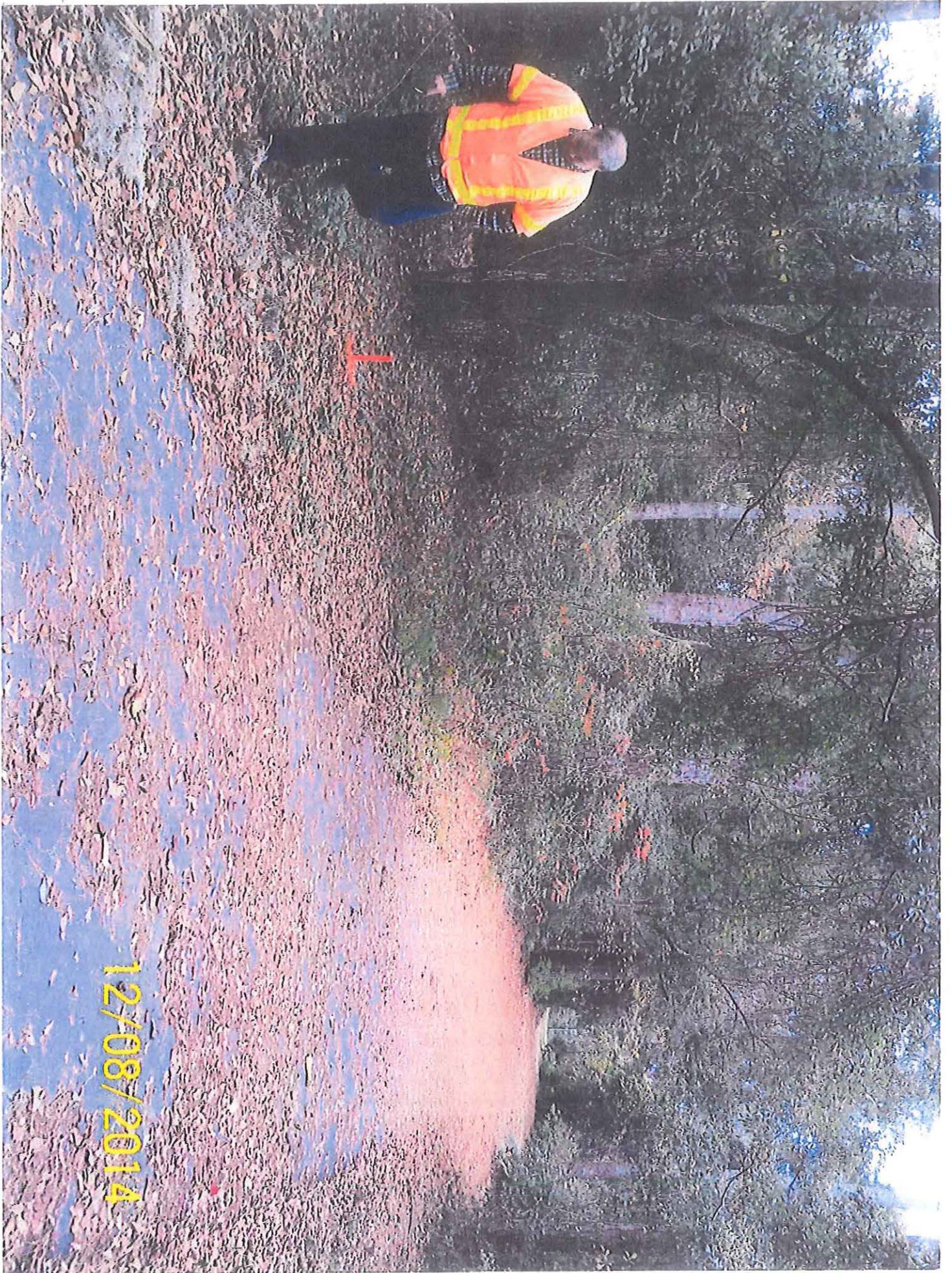
AMELIA ISLAND TRAIL REST AREA TYPICAL DETAIL
NTS

BENCH #1

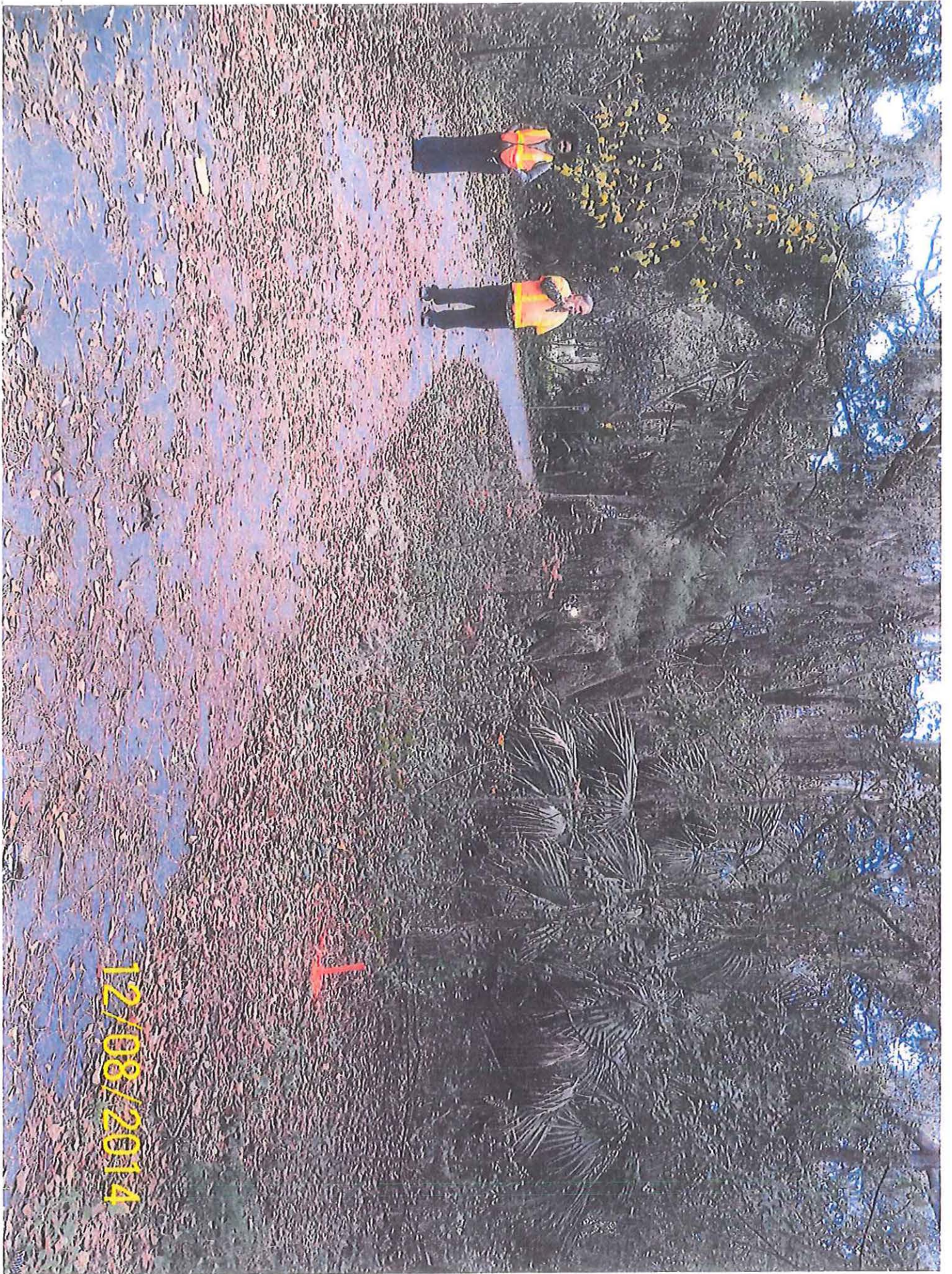


REVISIONS		DATE	
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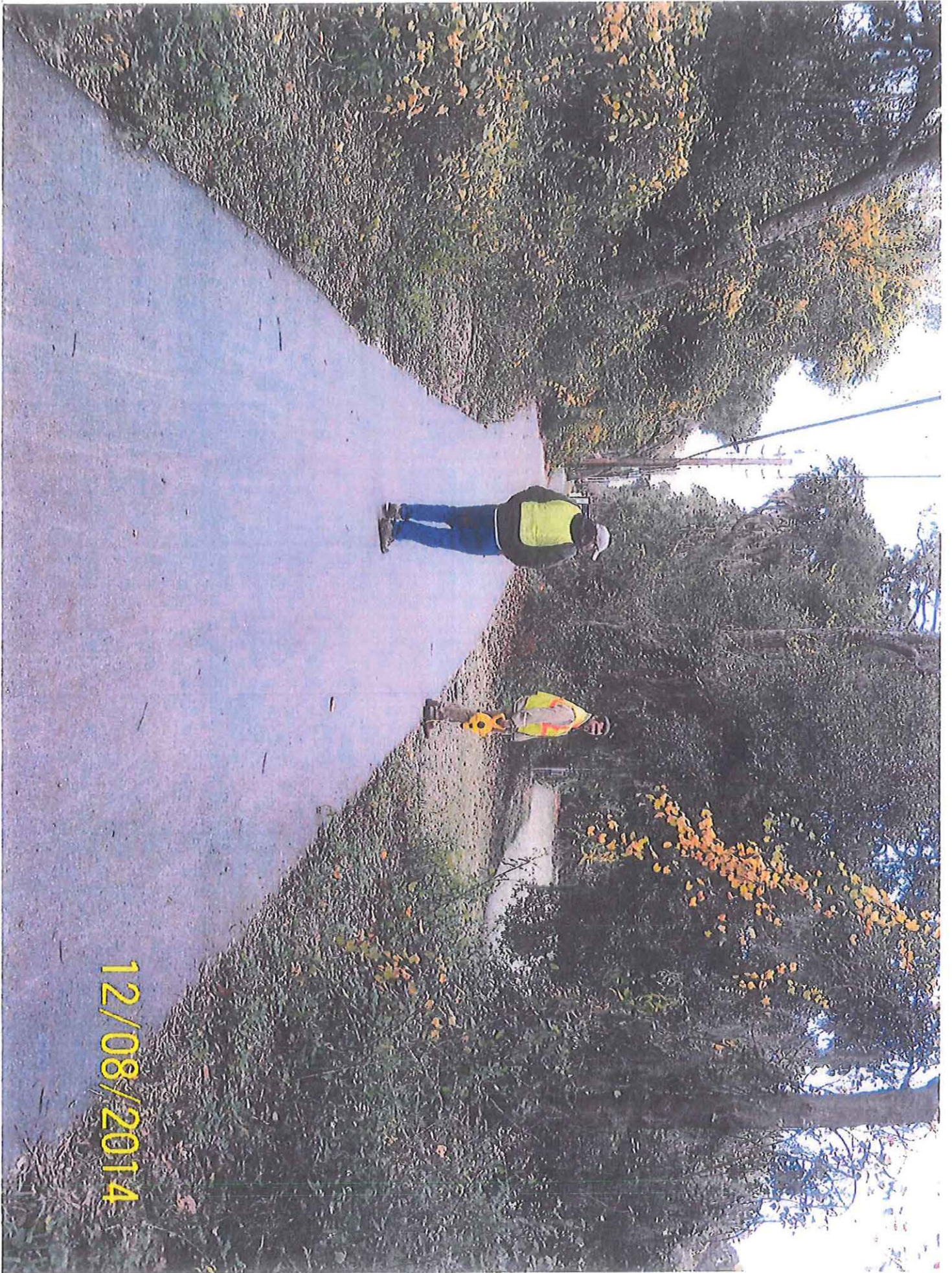
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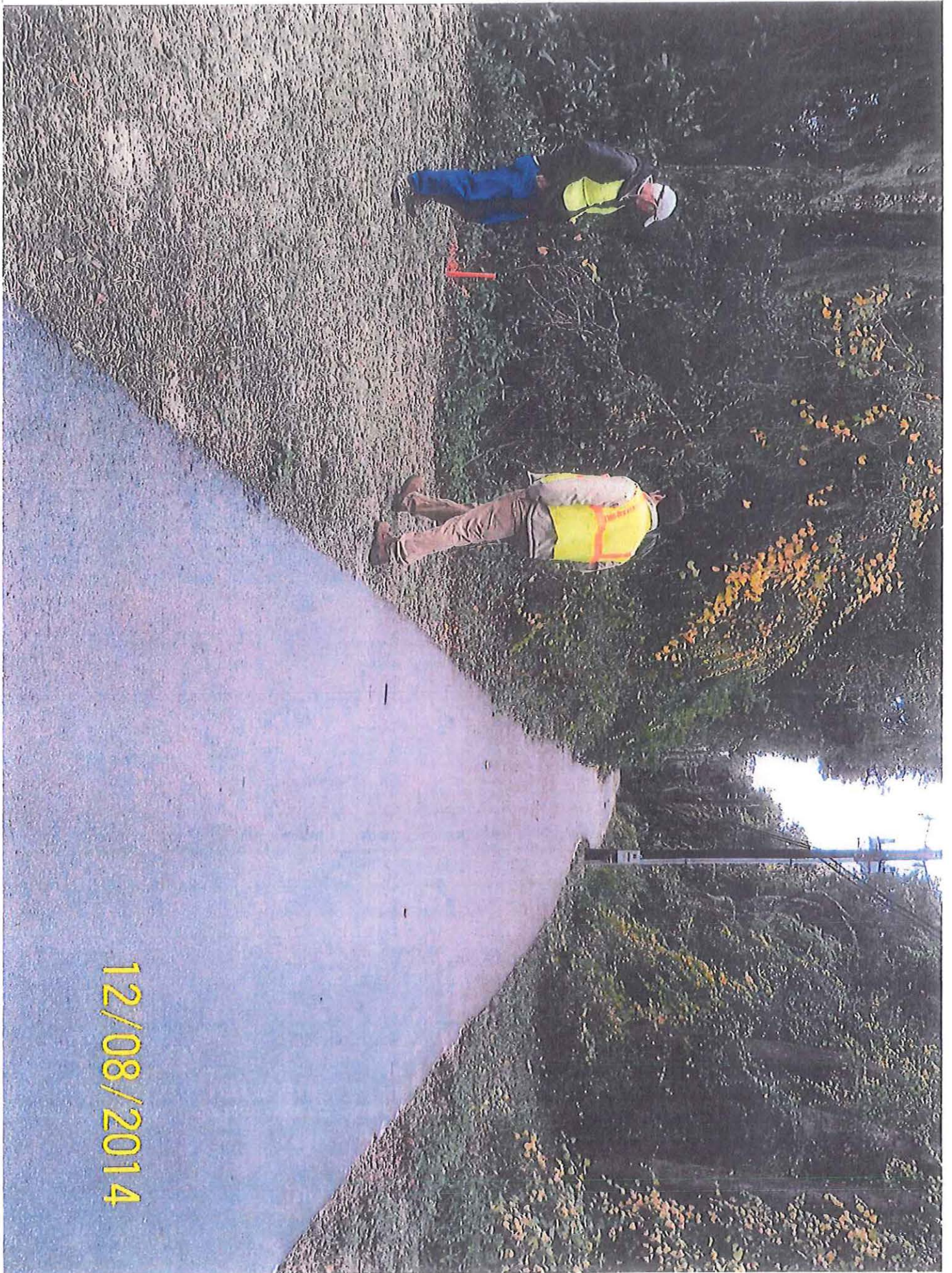
12/08/2014



12/08/2014

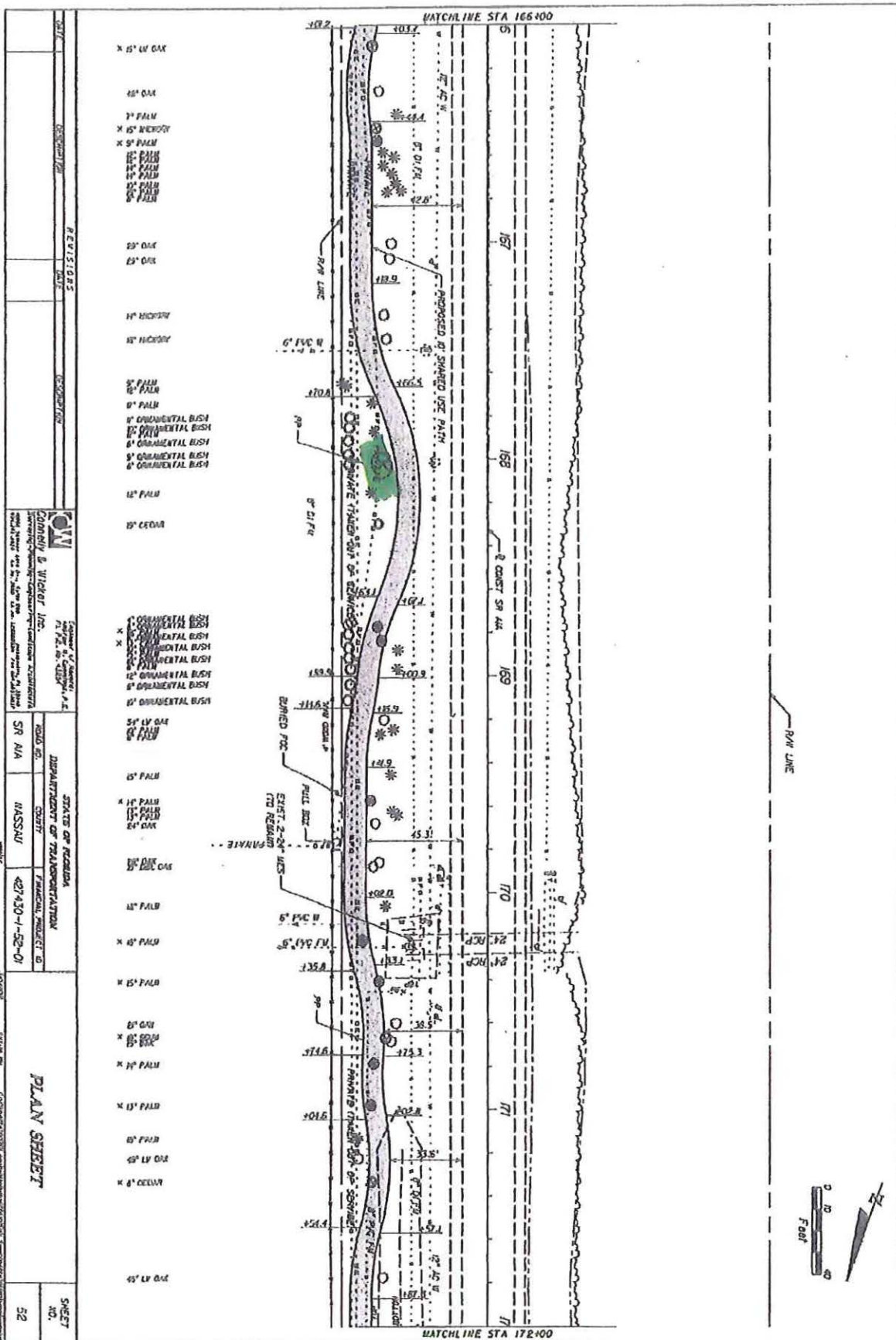


12/08/2014



12/08/2014

BENCH #3



NO.	DATE	REVISIONS
1		15' OAK
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3		7' PALM
4		X 15' BIRDY
5		X 5' PALM
6		10' PALM
7		10' PALM
8		10' PALM
9		10' PALM
10		10' PALM
11		10' PALM
12		10' PALM
13		10' PALM
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48		10' PALM
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51		10' PALM
52		10' PALM

OWNER: [Redacted]

DESIGNER: [Redacted]

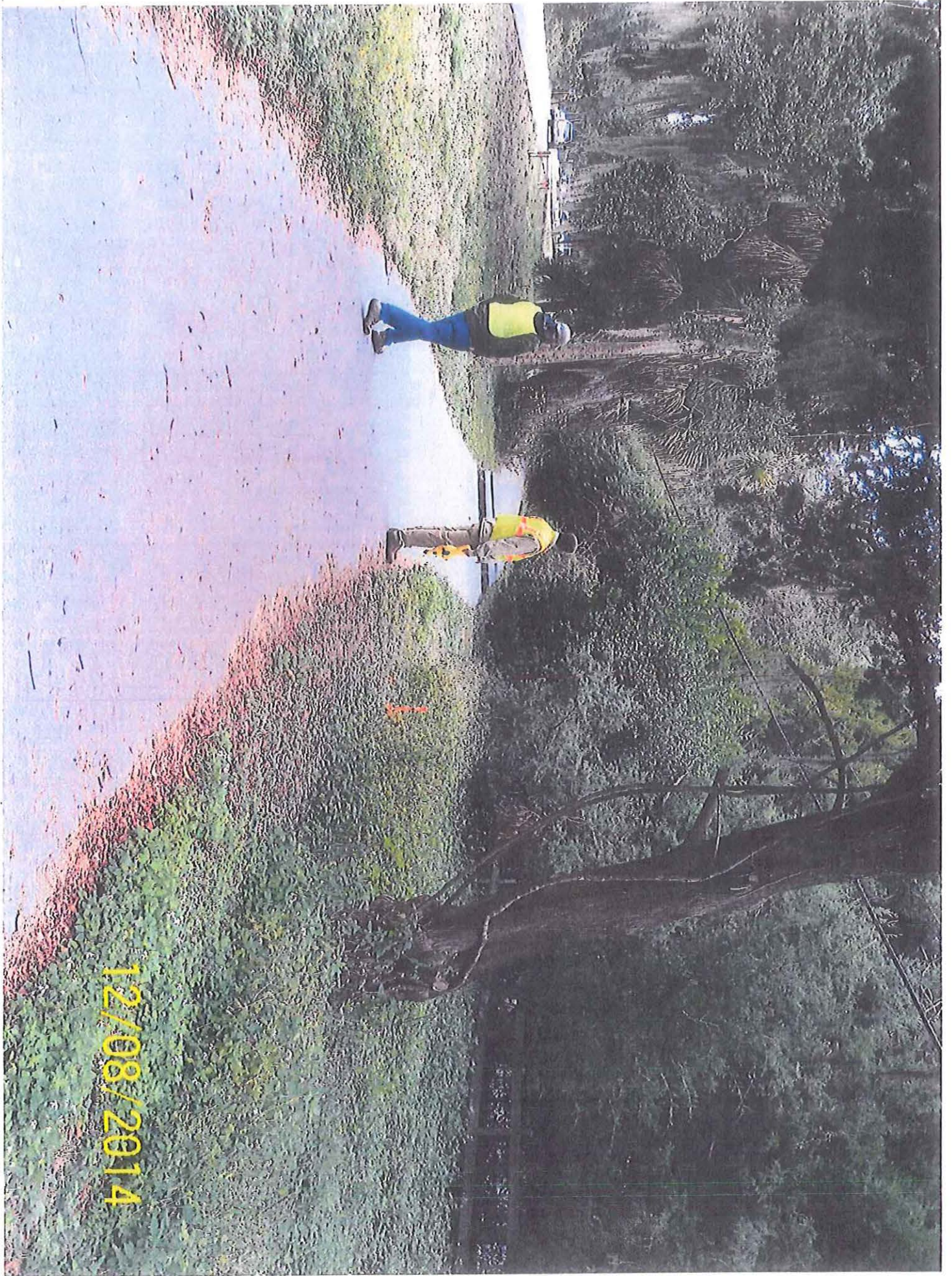
DATE: [Redacted]

PROJECT: [Redacted]

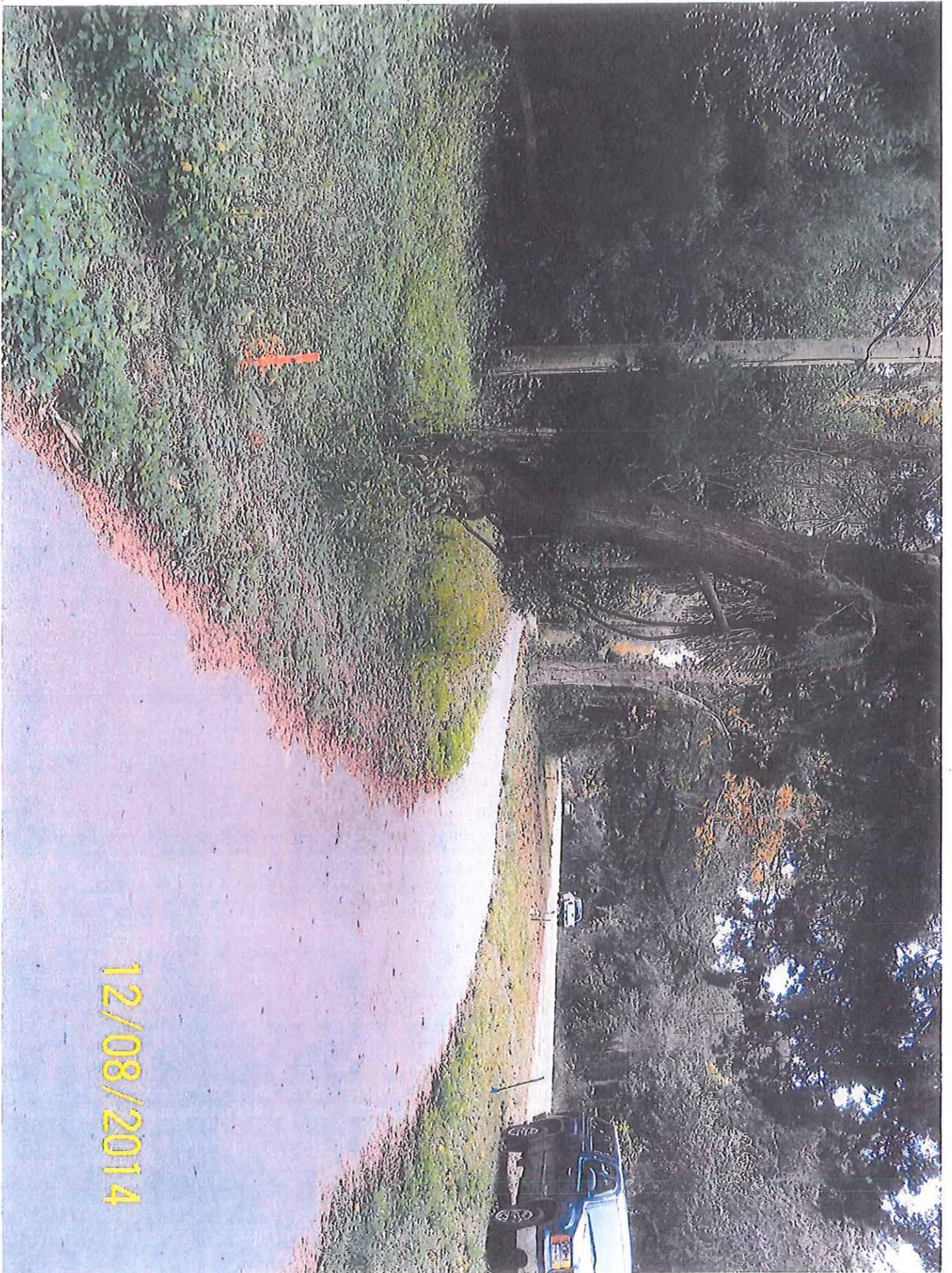
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SHEET NO. 52

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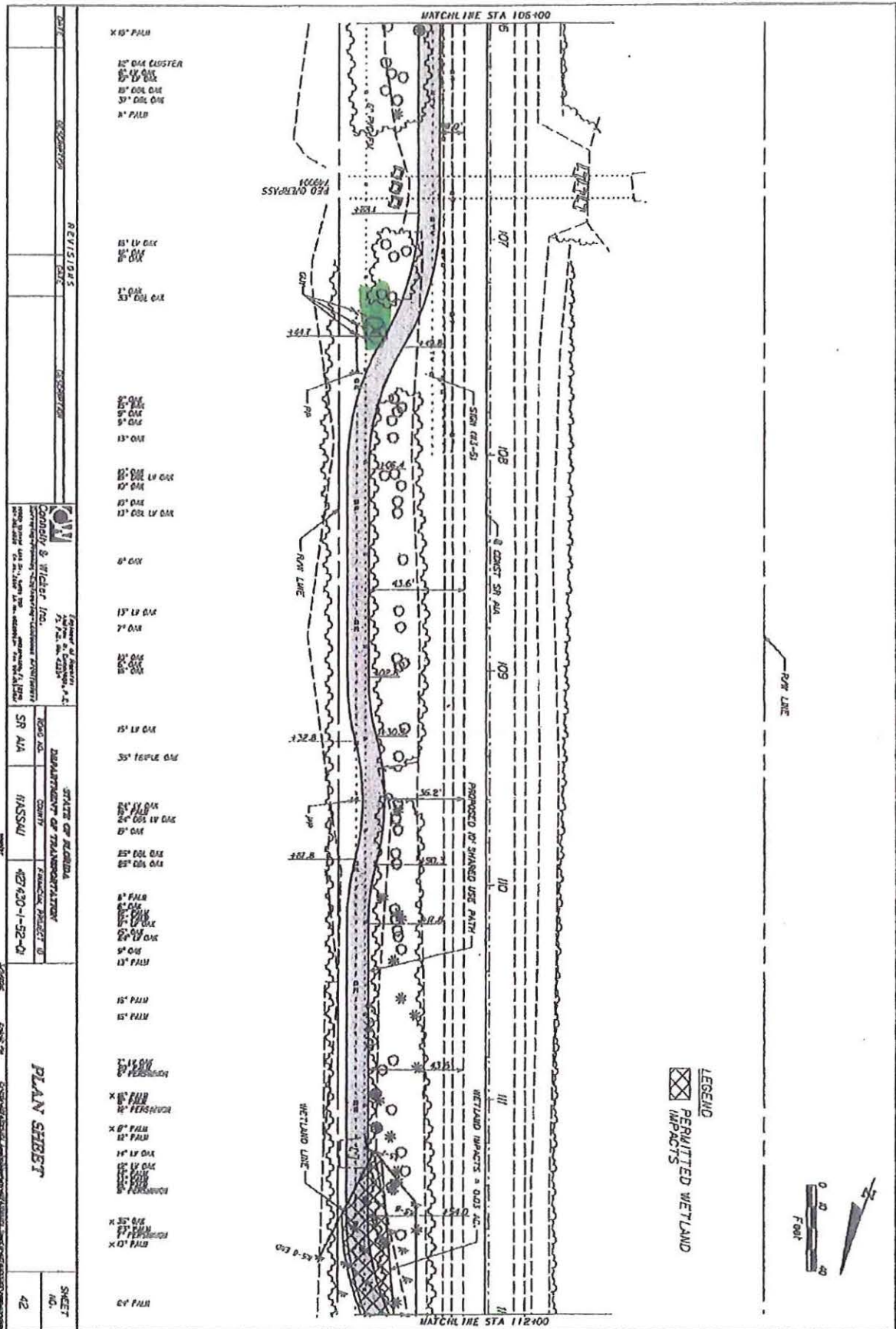


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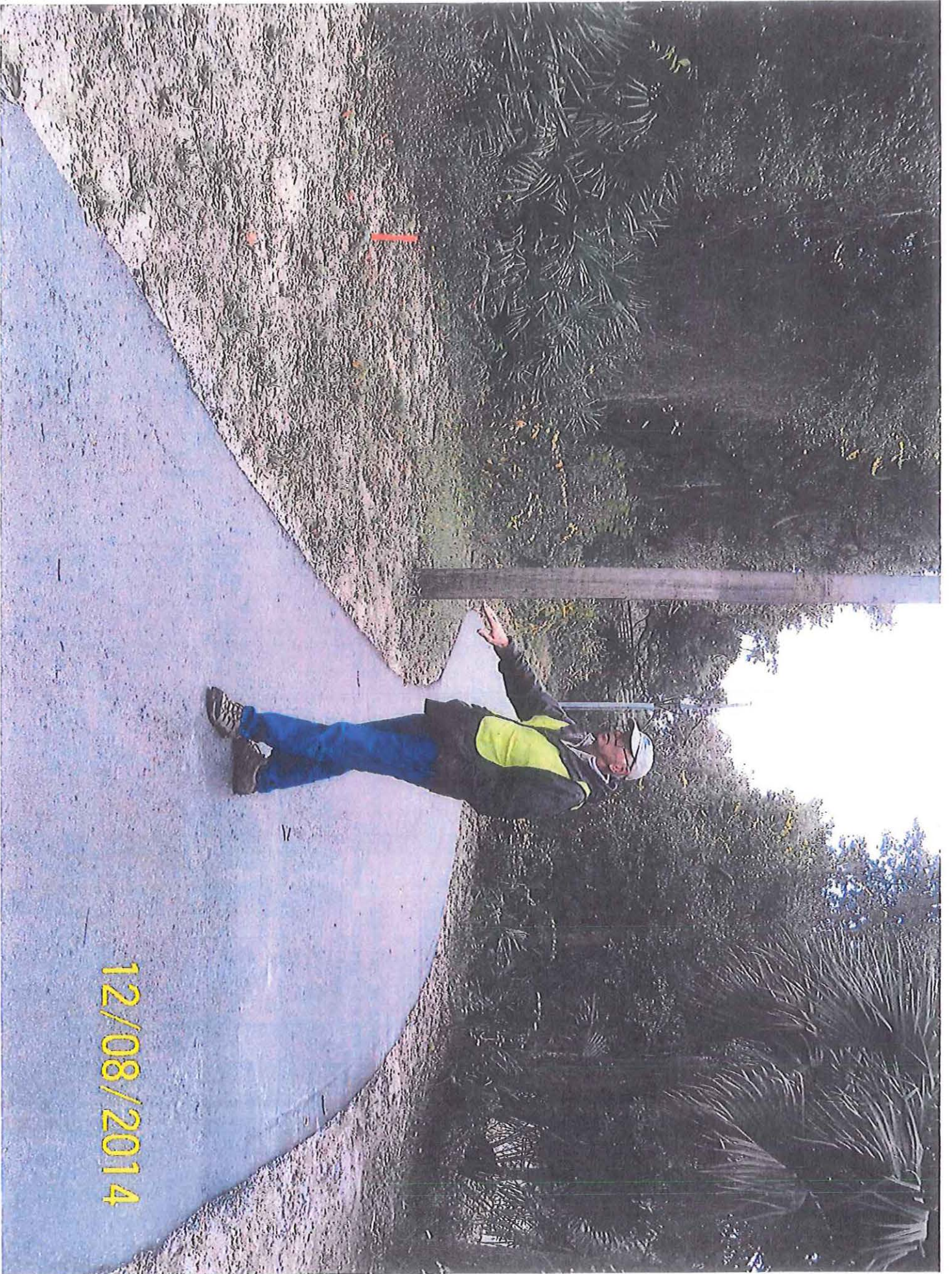
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BENCH #4



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4	11/20/2018	REVISED PER PERMIT COMMENTS
5	12/15/2018	REVISED PER PERMIT COMMENTS
6	01/10/2019	REVISED PER PERMIT COMMENTS
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41	12/01/2021	REVISED PER PERMIT COMMENTS
42	01/01/2022	REVISED PER PERMIT COMMENTS

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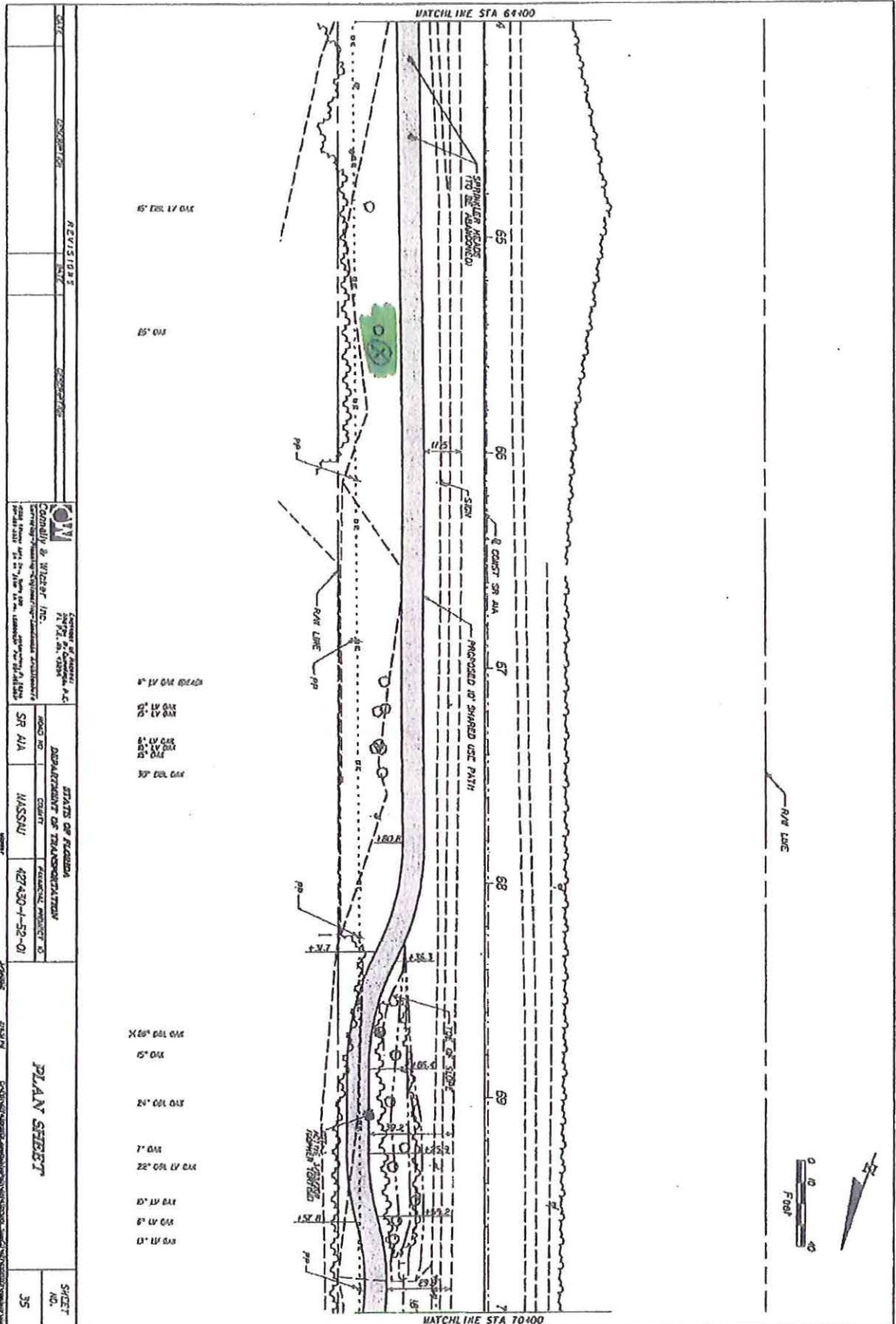


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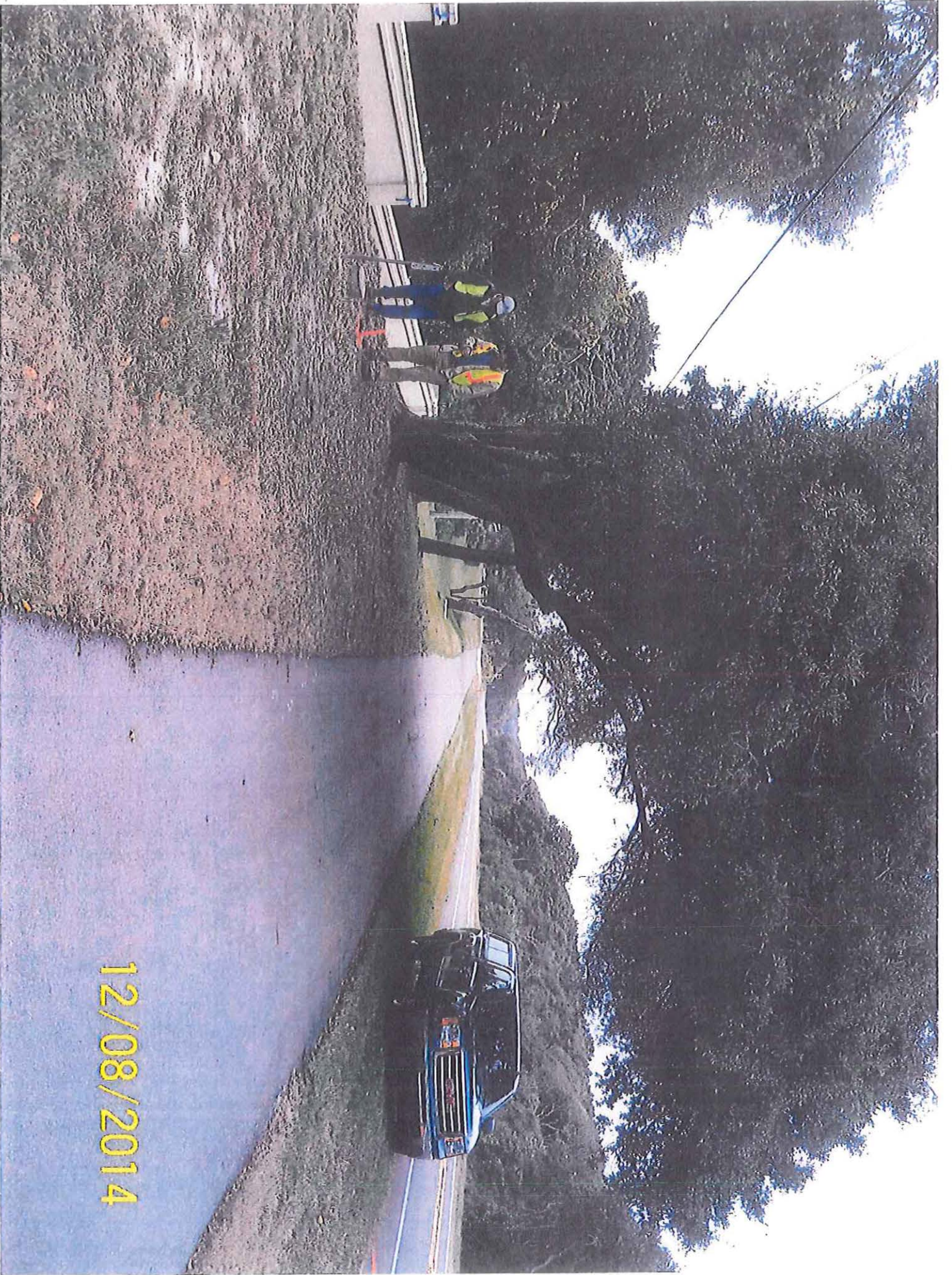
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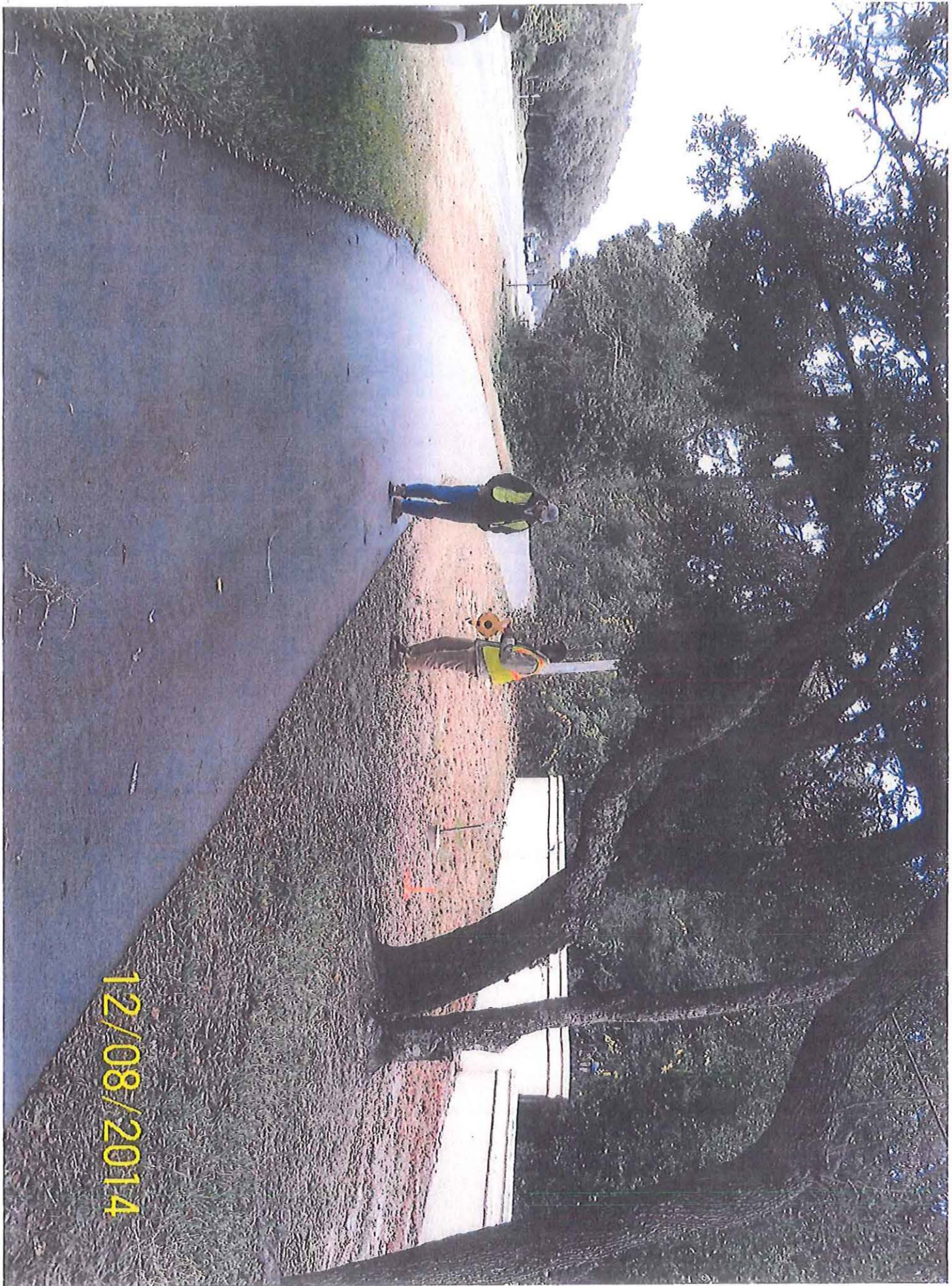


DATE	CONTRACT NO.	REVISIONS	DESCRIPTION
CONNELLY & WINTER INC. 1277 N. GARDEN ST., SUITE 200 WILMINGTON, MASSACHUSETTS 01897 TEL: (978) 652-1100 FAX: (978) 652-1101			
STATE OF MASSACHUSETTS	DEPARTMENT OF TRANSPORTATION	ROAD NO.	SR 11A
COUNTY	WINDHAM	PROJECT NO.	427-30-1-52-01
PLAN SHEET			
SHEET NO.	35		

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12/08/2014



12/08/2014



12/08/2014



12/08/2014