

Financial Project Id. No.: 437407-1-52-01
Federal Id. No.: 00B2-089-B
Project Description: Bridge Replacement of CR 200A (Pages Dairy Road) over Lofton Creek Bridge No. 740069
Off System Department Construct Agency Maintain

TRANSFER AND MAINTENANCE AGREEMENT

THIS TRANSFER AND MAINTENANCE AGREEMENT ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and Nassau County ("Agency").

-RECITALS-

1. The term "Property", identified in green on attached **Exhibit "A", Composite "A-1" through "A-2"**, shall collectively refer to certain real property located in Nassau County, Florida, portions of which are owned by the Agency, and more particularly described as County Road 200A/Pages Dairy Road ("CR 200A"), identified in blue on attached **Exhibit "B" Composite "B-1" through "B-2"** ("Maintained Property"), and portions of which are owned or in the process of being acquired by the Department ("Transferred Property"), as more particularly identified in purple on **Exhibit "B" Composite "B-5"**; and
2. Additionally, certain portions of the Transferred Property have been or are being acquired as easements from the Trustees of the Internal Improvement Trust Fund ("TIITF Easement"); and
3. The term "Project" shall refer to the replacement of Bridge No. 740069 ("Bridge"), which extends over Lofton Creek, and other various improvements, all of which will be located on or within the Property; and
4. The term "Improvement" means and shall collectively include widening, milling, and resurfacing of CR 200A, installation of guardrail, removal and replacement of the Bridge, installation of curb and gutter, drainage pipes, drainage structure, road reconstruction, ditch lining and construction of pavement turnout at the end of the Project as more particularly shown in attached **Exhibit "B" Composite "B-1" through "B-4"**; and
5. In order to perform the Bridge replacement, it will be necessary for the Department to temporarily close access to the Bridge and re-route vehicular traffic through Agency property over which the Department acquired temporary construction easements ("Detour Property"), throughout the duration of the Project, highlighted in yellow on **Exhibit "B" Composite "B-3" through "B-4"**; and
6. For purposes of this Agreement, the term Improvement shall include and incorporate the term Detour Property, as identified in Recital 5 above; and
7. During the construction phase of the Project, the Department shall be responsible for the operation, maintenance and repair of the Detour Property; and
8. The Department shall fund construction of the Improvement; and
9. The Department's ability to fund construction of the Improvement is wholly contingent on appropriation of funds to the Department; and
10. The Department shall construct the Improvement on the Property; and
11. A date for the commencement of construction of the Improvement has not been established; and
12. Upon completion of the Project, the Department will transfer the Transferred Property and all Improvement to the Agency via map transfer or any other means of conveyance as allowable by law ("Conveyance"); and
13. Upon completion of the Project and contemporaneously with the Conveyance, the Agency agrees to make every reasonable good faith effort to request transfer or assignment of the TIITF Easement from the Department to the Agency; and

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14. Upon transfer or assignment of the TIITF Easement from the Department to the Agency, the Agency agrees that it shall own, operate, maintain and repair the TIITF Easement and any Improvement therein at its sole cost and expense; and
15. The Agency agrees to receive and accept ownership of the Transferred Property; and
16. Upon completion of the Conveyance, the Agency agrees that it shall own, operate, maintain and repair the Transferred Property and the Improvements contained therein at its sole cost and expense; and
17. The Agency agree that it shall continue to own, operate, maintain, and repair the Maintained Property and the Improvement, therein, at its sole cost and expense; and
18. The Agency, by Resolution 2016-97 dated June 15, 2016 endorsed delivery of this Project by the Department on behalf of the Agency, see **Exhibit "C"**; and
19. The Agency, by Resolution 2020-34 dated 03/18/2020, has authorized its representative to execute and enter this Agreement on behalf of the Agency, see **Exhibit "D"**.

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 will be the date the last of the parties to be charged executes the Agreement.

3.ACCESS

This Agreement authorizes the Department to access the Property and the Detour Property for the limited purpose of performing this Agreement.

4. E-VERIFY

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.

5. COMPLIANCE

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

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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 Project for the design and construction of the Improvement and perform such activities as the Department deems necessary and appropriate to complete the Project for the Improvements, 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 Improvements, and any other activities deemed by the Department to be necessary to facilitate satisfactory completion of the Improvements. The Department shall commence construction of the Improvements at its convenience after the appropriation of sufficient funds.

B. The Department shall manage the performance, operation, maintenance, and repair of the Detour Property during the construction period.

C. Prior to commencement of construction and at their sole cost and expense, the Agency shall ensure that the Property is free and clear of any and all encroachments that may impede or in any way interfere with the Department's construction of the Improvement.

8. TRANSFERRED PROPERTY AND TIITF EASEMENT

A. Upon completion of the Project, the Department shall convey the Transferred Property and Improvement to the Agency via the Conveyance. The Agency, by execution of this Agreement, agrees that it will accept the Transferred Property and Improvement, as well as all maintenance responsibilities described in paragraph 9 below, immediately upon Conveyance by the Department.

B. Contemporaneously with the Conveyance of the Transferred Property, the Agency further agrees to make every good faith effort to cause the TIITF Easement and any Improvement contained therein to be transferred or assigned from the Department to the Agency by the TIITF. Upon conveyance of the TIITF Easement, the Agency will assume all maintenance responsibilities for the same, as described in paragraph 9 below.

C. In the event the TIITF refuses to transfer or assign the TIITF Easement to the Agency, the operation, maintenance, and repair responsibilities described in paragraph 11 shall be the Agency's to bear at its sole cost and expense, and shall require the execution of the Department's On-System Maintenance Agreement by and between the parties as soon as practicable following refusal by the TIITF.

9. OPERATION, MAINTENANCE & REPAIR

A. The Agency shall operate, 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 including applicable Governmental Law.

B. The Agency agrees that it will be solely responsible for the operation, maintenance, and repair of the Improvement. Should the Agency fail to operate, maintain, and repair the Improvement in accordance with the terms and provisions of this Agreement and applicable Governmental Law, and the Department be required to perform such operation, maintenance, or repair pursuant to 23 CFR 1.27 and under the authority of Title 23, Section 116, U.S. Code, the Agency agrees that it shall be fully responsible to the Department for repayment of any funds expended by the Department for the operation, maintenance, or repair of the Improvement. The Department shall invoice the Agency for any operation, maintenance, or repair expenses charged to the Department, and the Agency shall pay such invoices in accordance with the Payment section of this Agreement. Nothing in this Agreement shall relieve the Agency of its financial obligations to the Department should this occur.

10. UTILITIES

The Agency shall be responsible for locating, removing and relocating utilities, both aerial and underground, if required for the Agency to perform this Agreement. The Agency shall ensure all utility locations are accurately documented on the construction Plans and Specifications, including the final as-built plans. All utility conflicts shall be resolved by the Agency directly with the applicable utility at the Agency's sole cost and expense.

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11.WARRANTIES

After completion of construction of the Improvement and upon the Agency's written request, the Department shall transfer all transferable warranties concerning construction of the Improvement to the Agency. The assignment shall be evidenced by a separate written agreement signed by the parties and shall be subject to applicable Governmental Law and the construction agreement entered between the Department and its contractor.

12.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 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.

13.PAYMENT

All Department invoices submitted for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) 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 (past due principal and accrued interest shall be collectively referred to as "Past Due Sums").

14.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.

15.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. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4), Florida Statutes, as the same may be amended from time to time.

16.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:

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Department: Florida Department of Transportation
Attention: Jacksonville Maintenance Engineer
838 Ellis Road
Jacksonville, Florida 32205

Agency: Nassau County
Attention: Robert Companion
96135 Nassau Place, Suite 1
Yulee, FL 32097

17. GOVERNING LAW

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

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

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25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31.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.

32. 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.

33. FEDERAL NON-PARTICIPATION/FUNDING

A. The parties agree that any portion of the Improvement constructed on the Property will be compensable by the Department only if such items are deemed to be federal participating as determined in accordance with the Federal Aid Policy Guide 23, CFR Section 635.120 ("CFR"). Examples of non-participating items may include, without limitation, the following: fishing piers; premium costs due to design or CEI errors/omissions; material or equipment called for in the plans but not used in construction of the Improvement.

B. The example items listed in paragraph A, above, are not intended to be an exhaustive list. A determination of an item as a federal non-participating cost, shall be made in the Department's sole discretion and, without limitation, in accordance with the CFR. Any item or Improvement deemed to be a federal non-participating item shall be funded at the sole expense of the Agency.

a. Should the Department identify a federal non-participating item, the Agency shall provide a deposit for the amount of the federal non-participating item to the Department within fourteen (14) calendar days of the Department's determination and notification of the same to the Agency.

b. The Department shall notify the Agency as soon as it is determined that a non-participating federal item exists; however, failure of the Department to so notify the Agency shall not relieve the Agency of its obligation to pay for the entire amount of all federal non-participating costs accrued during the construction of the Improvement and upon final accounting.

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c. In the event the Agency cannot provide the deposit within fourteen (14) calendar days, a letter, prior to expiration of that time, must be submitted to and approved by the Department's contract manager establishing a mutually agreeable date of deposit.

d. The Agency understands the extension of time, if so approved, may delay construction of the Improvement, and additional federal non-participating costs may be incurred due to the delay.

C. The Department intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty days (360) of final payment to the Contractor. The Department considers the Project complete when the final payment has been made to the Contractor, not when the construction work is complete. All federal non-participating fund cost records and accounts shall be subject to audit by a representative of the Agency for a period of three (3) years after final close out of the Project. The Agency will be notified of the final federal non-participating costs of the Project. Both parties agree that in the event the final accounting of total federal non-participating costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess will be made by the Department to the Agency. If the final accounting is not performed within three hundred and sixty (360) days, the Agency is not relieved of its obligation to pay. In the event the final accounting of total federal non-participating costs is greater than the total deposits to date, the Agency will pay the additional amount within forty (40) calendar days of the date of the invoice from the Department.

D. The payment of funds pursuant to this Agreement provision will be made directly to the Department for deposit.

34. ANNUAL APPROPRIATION / FUNDING

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund construction of the Improvements 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 §339.135(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."

35. PUBLIC RECORDS

Agency shall comply with Chapter 119, Florida Statutes. Specifically, the Agency shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by the Department to perform this Agreement.

B. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if Agency does not transfer the records to the Department.

D. Upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of Applicant or keep and maintain public records required by the Department to perform this Agreement. If Agency transfers all public records to the public Agency upon completion of this Agreement, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public

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records disclosure requirements. If Agency keep and maintain public records upon completion of this Agreement, Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. Failure by Agency to act in accordance with Chapter 119 and the foregoing shall be grounds for immediate unilateral cancellation of this Agreement by the Department. Agency shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of Agency and shall promptly provide the Department a copy of Applicant's response to each such request.

IF THE CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S/CONTRACTOR'S/VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 2
386-758-3727
D2prcustodian@dot.state.fl.us
Florida Department of Transportation
District 2 - Office of General Counsel
1109 South Marion Avenue, MS 2009
Lake City, FL 32025

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SIGNATURES ON FOLLOWING PAGE

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IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement, consisting of eighteen (18) pages.

Florida Department of Transportation

DocuSigned by:
By: Greg Evans
8A93B2A03EC34AA...
Printed Name: Greg Evans
Title: District Two Secretary
Date: 4/8/2020 | 10:15 AM EDT

Attest:

DocuSigned by:
By: Elizabeth Engle
F8E740BE5218496...
Printed Name: Elizabeth Engle
Title: Office of the District Two Secretary
Date: 4/8/2020 | 10:50 AM EDT

Legal Review:

DocuSigned by:
By: Melissa Blackwell
D8F7F85AB09F451...
Office of the General Counsel
Florida Department of Transportation

Agency: Nassau County

By: [Signature]
Printed Name: Daniel B. Leeper
Title: Chairman
Date: March 18, 2020

Attest:

By: [Signature]
Printed Name: John Crawford
Title: Ex-Officio Clerk
Date: March 26, 2020

Legal Review:

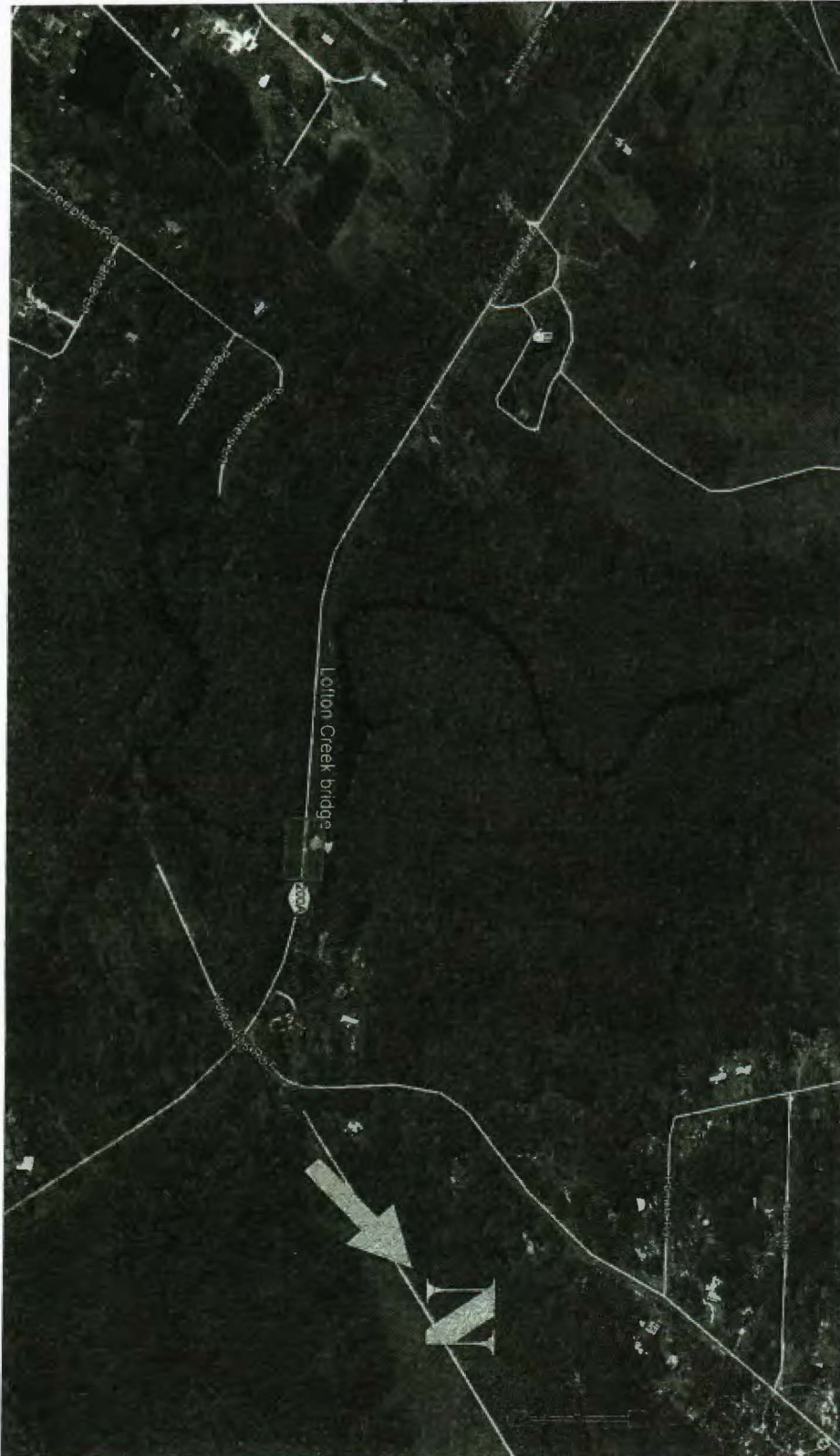
By: [Signature]
Legal Counsel for Agency

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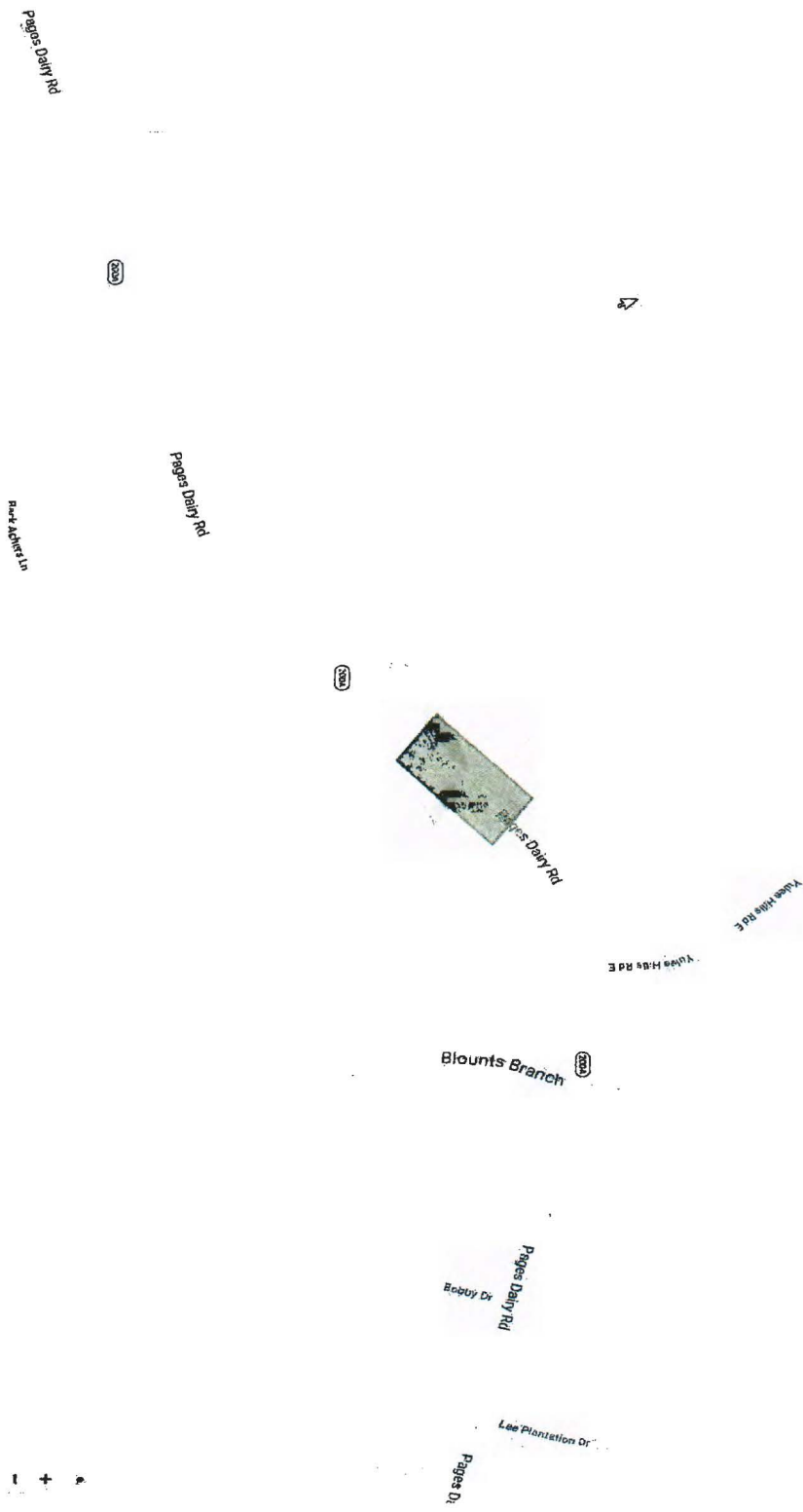
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EXHIBIT "A"
Composite A-1



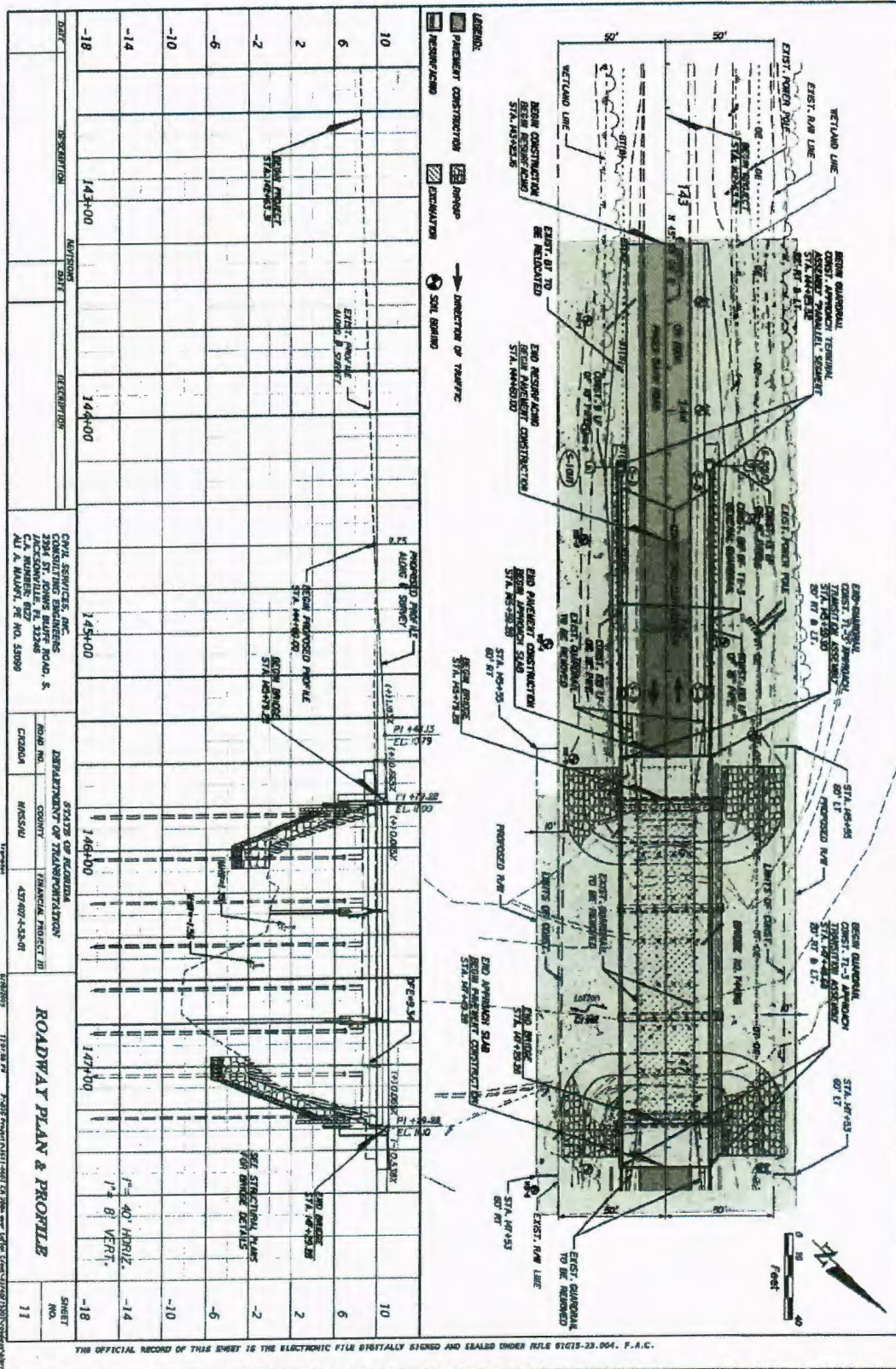
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**EXHIBIT "A" Cont'd
Composite A-2**



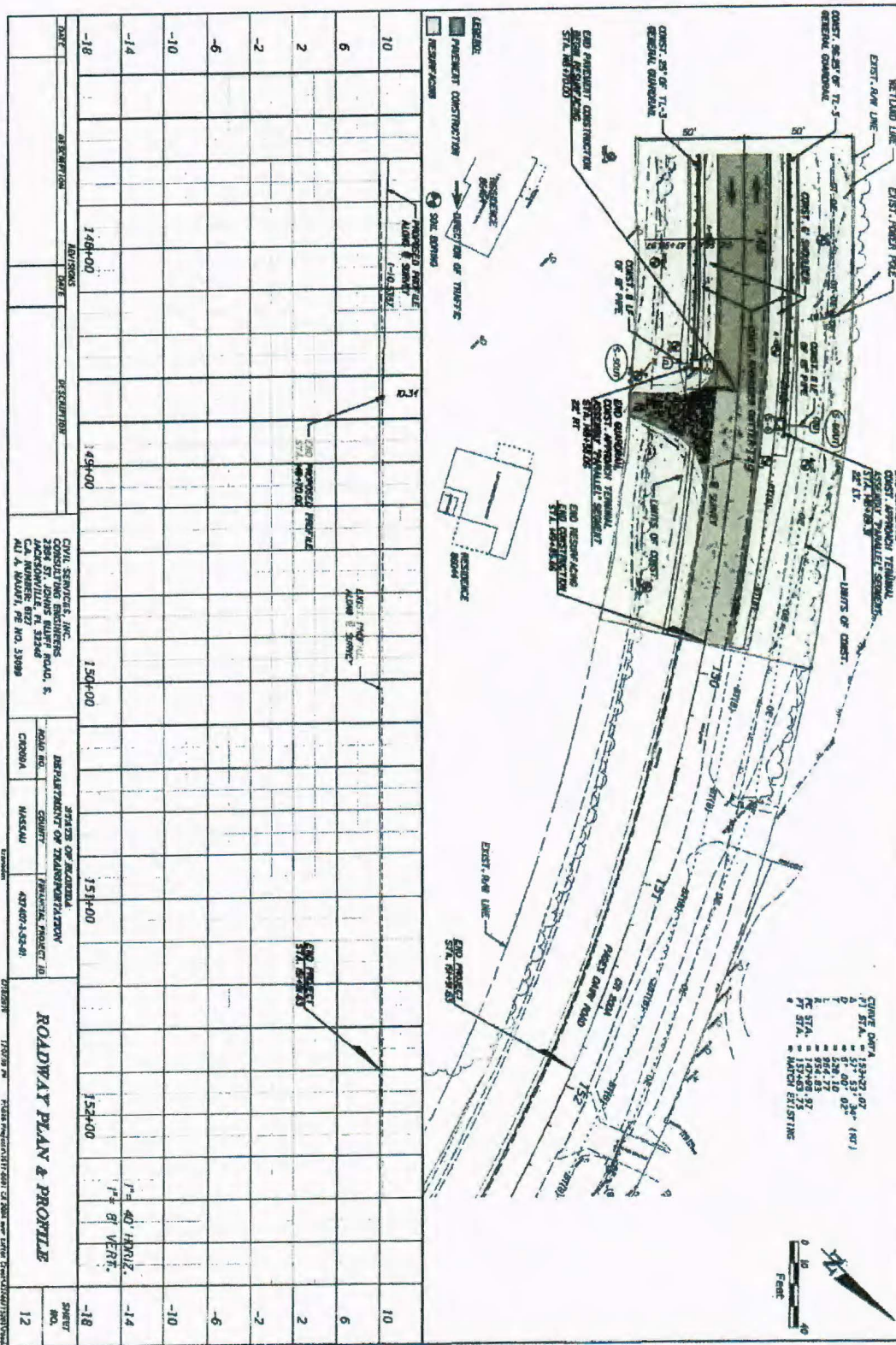
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EXHIBIT "B"
Composite B-1



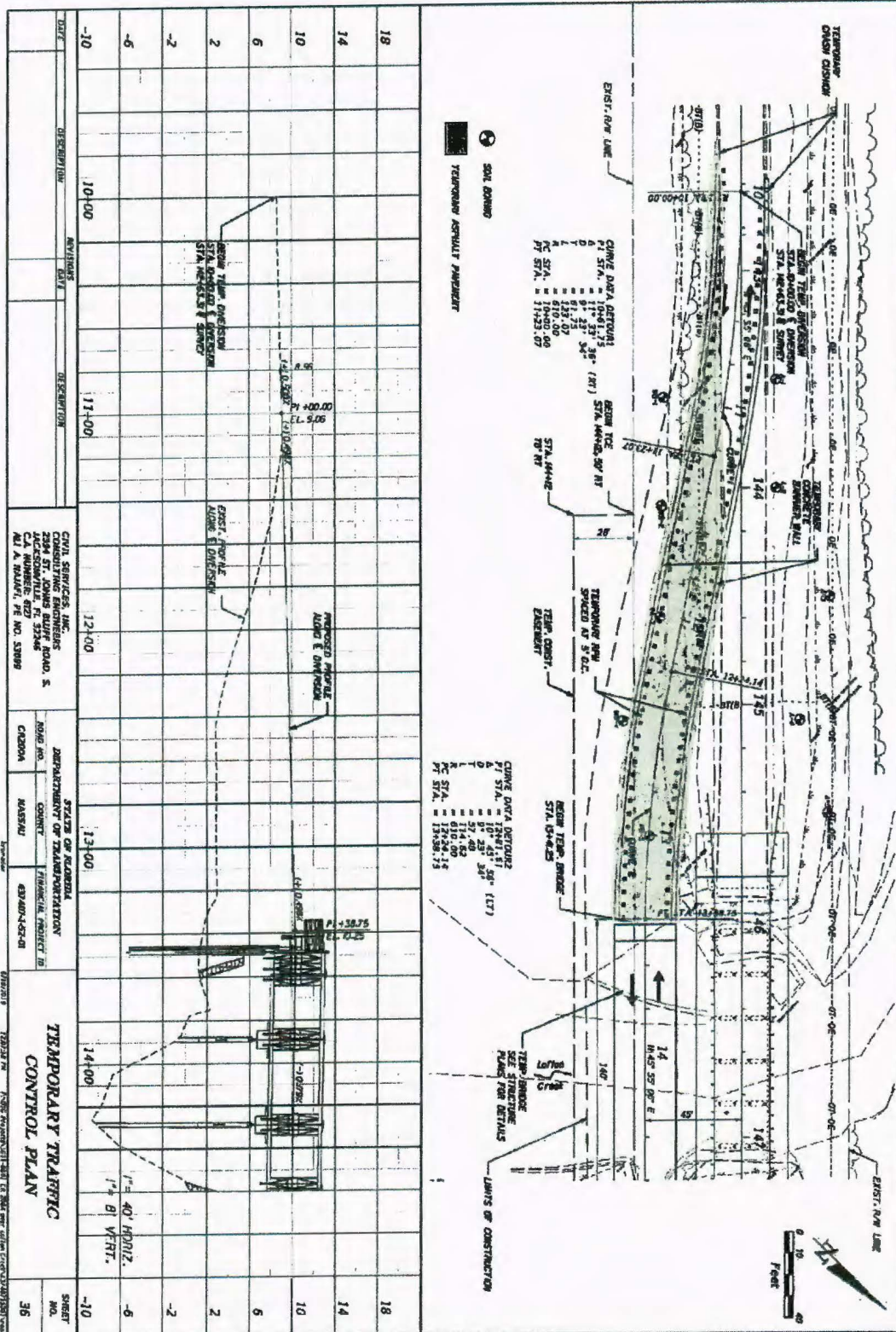
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EXHIBIT "B" Cont'd
 Composite B-2



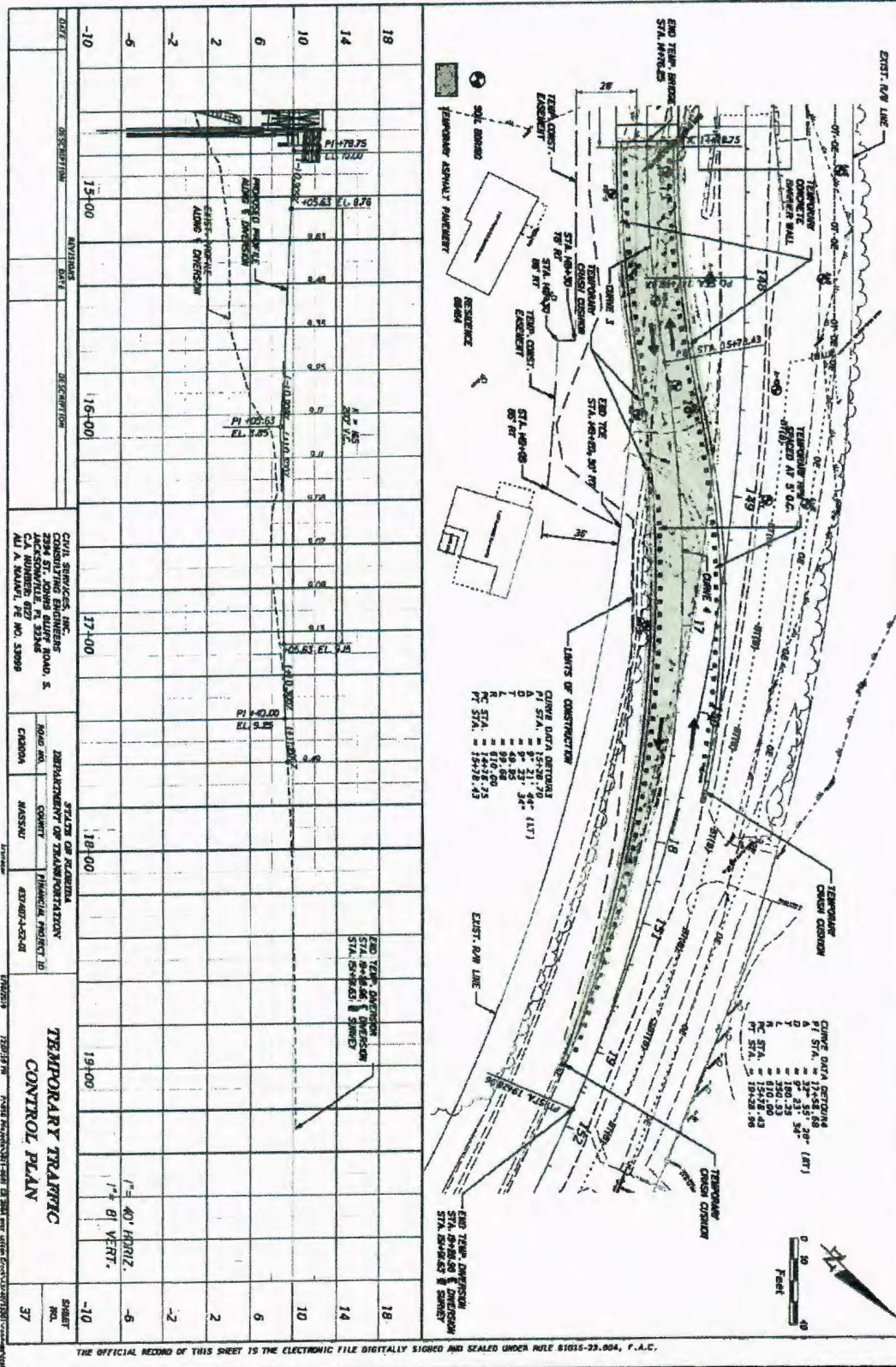
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**EXHIBIT "B" Cont'd
 Composite B-3**



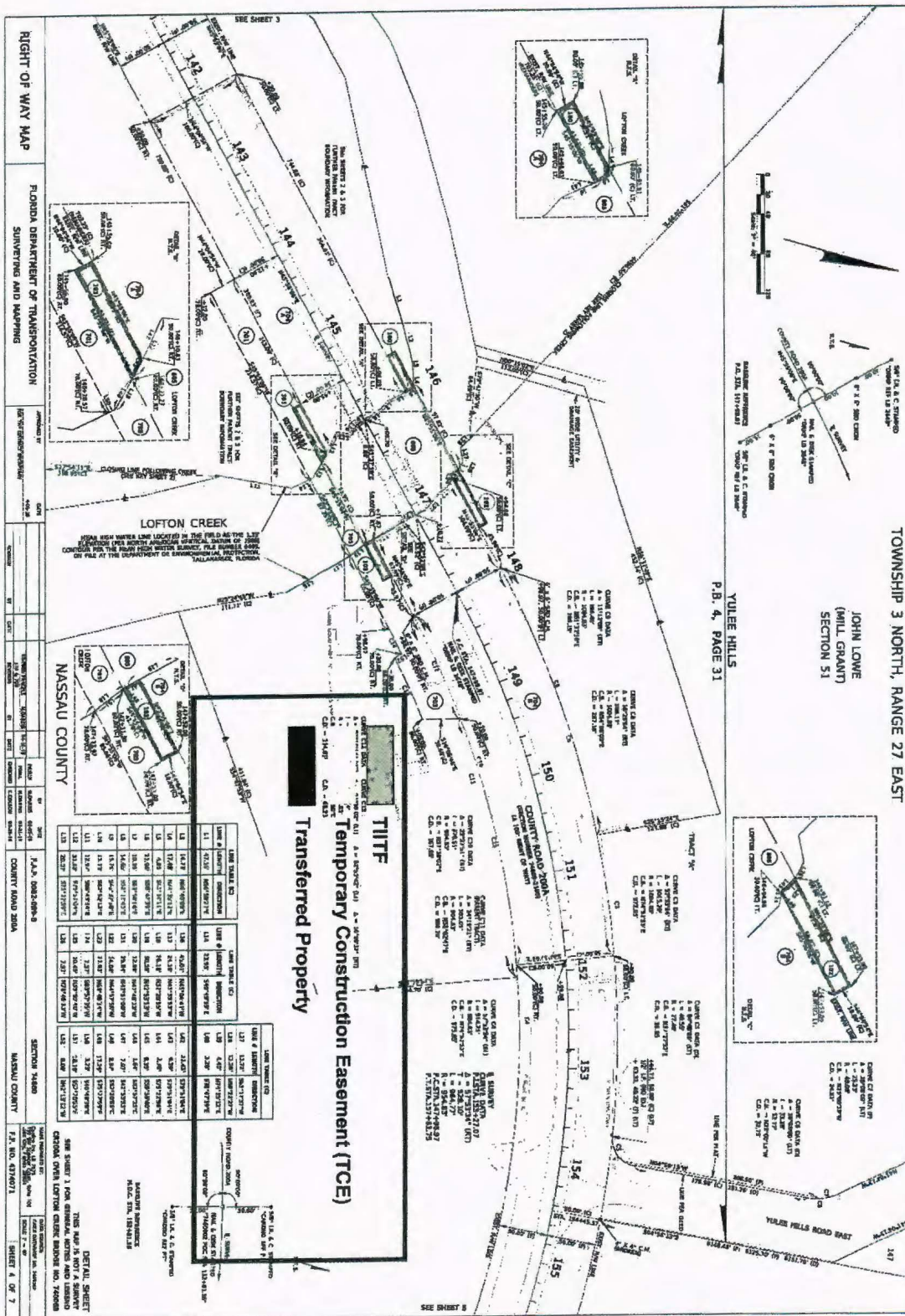
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**EXHIBIT "B" Cont'd
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EXHIBIT "B" Cont'd
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Project Description: Bridge Replacement of CR 200A (Pages Dairy Road) over Lofton Creek Bridge No. 740069
Off System Department Construct Agency Maintain

EXHIBIT "C"
Composite C-1

RESOLUTION 2016 - 97

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA ENDORSING DELIVERY OF A PROJECT FOR BRIDGE NO. 740069, AT CR 200/A AT LOFTON CREEK BY THE FLORIDA DEPARTMENT OF TRANSPORTATION IN NASSAU COUNTY, FLORIDA.

WHEREAS, the Board of County Commissioners of Nassau County, Florida has the authority to enter into agreements with the Florida Department of Transportation (FDOT); and

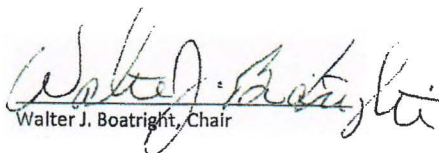
WHEREAS, THE Board of County Commissioners desires to endorse delivery by FDOT providing for FDOT construction of Bridge No. 740069 in Nassau County, Florida under Financial Project No. 437407-1-52-01; and

WHEREAS, Nassau County is LAP certified, however, the County requests FDOT to deliver the bridge project allowing for greater efficiency, innovation, cost or time savings to allow for optimal project delivery.

NOW, THEREFORE, BE IT RESOLVED, this 15th day of June, 2016.

1. The County endorses delivery of the construction project for Bridge No. 740069 located on CR200A at the Lofton Creek by FDOT under Financial Project No. 437407-1-52-01.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

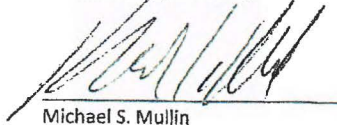

Walter J. Boatright, Chair

Attest as to Chairman's signature:


John A. Crawford
Its: Ex-Officio Clerk

MES
06-15-16

Approved as to form by the
Nassau County Attorney:


Michael S. Mullin

Financial Project Id. No.: 437407-1-52-01
Federal Id. No.: 00B2-089-B
Project Description: Bridge Replacement of CR 200A (Pages Dairy Road) over Lofton Creek Bridge No. 740069
Off System Department Construct Agency Maintain

EXHIBIT "D"
(Resolution)

RESOLUTION NO. 2020- 34

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

WHEREAS, the County Engineer has recommended that the Board of County Commissioners of Nassau County, Florida, execute a Transfer and Maintenance Agreement between the State of Florida Department of Transportation and Nassau County, Florida regarding all improvements to the bridge replacement of CR 200/A (pages Dairy Road) over Lofton Creek and the easements acquired to complete the bridge replacement (Financial Project ID No. 437407-1-52-01).

NOW, THEREFORE, BE IT RESOLVED, this 18th day of March, 2020, by the Board of County Commissioners of Nassau County, Florida as follows:

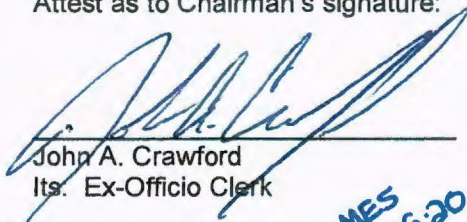
1. The Transfer and Maintenance Agreement for the Bridge Replacement of CR 200/A (Pages Dairy Road) over Lofton Creek Bridge between the State of Florida Department of Transportation and Nassau County is hereby approved and the Chairman is authorized to execute said agreement.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



Daniel B. Leeper, Chairman

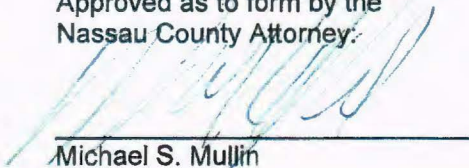
Attest as to Chairman's signature:



John A. Crawford
Its. Ex-Officio Clerk

MES
03-26-20

Approved as to form by the
Nassau County Attorney:



Michael S. Mullin



VERIFIED TRUE COPY

John Crawford
Ex-Officio Clerk
Melinda Lucey DC
Clerk of the Board of County Comm.
Nassau County, Florida



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



March 27, 2020

Joe Fisher, Senior Estimator
Petticoat-Schmitt Civil Contractor, Inc.
6380 Phillips Highway
Jacksonville, Florida 32216

RE: Nassau Amelia Utilities (NAU) Lift Stations Number 10
and 29 Rehabilitation Agreement.

Dear Mr. Fisher:

During a regular session of the Nassau County Board of County Commissioners held March 23, 2020, the Board approved and authorized the Chairman to sign the referenced agreement. I have enclosed a certified copy of the agreement and the original Notice of Award for execution. Please be aware that we will be unable to process until the original Notice of Award 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 document is 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,

A handwritten signature in blue ink that reads "John A. Crawford".

P.P. John A. Crawford
Ex-Officio Clerk

/msl
enclosures