

CS-19-267
Cm 2185-A1

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE-FUNDED GRANT
SUPPLEMENTAL AGREEMENT**

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SUPPLEMENTAL NO.

1

CONTRACT NO.

ARQ45

FPN

430691-2-58-01

5/12/2020 | 5:56 PM EDT

Recipient: Nassau County

This Supplemental Agreement ("Supplemental"), dated _____ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on 1-16-2015 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.

The parties agree that the Agreement is to be amended and supplemented as follows:

- 1) Extend contract completion date from December 31, 2020 to June 30, 2021
- 2) Update project activity schedule
- 3) Update Invoicing frequency from "quarterly" to "at least quarterly"
- 4) Update Conflict of Interest Language
- 5) Update Public Records Law Provision of the contract.

Reason for this Supplemental and supporting engineering and/or cost analysis:

1) Contract Time

Contract was originally executed on January 16, 2015, and had a completion date of December 31, 2016, which was extended by Time Extension # 1 from December 31, 2016 to December 31, 2019. The contract was extended by Time Extension # 2 from December 31, 2019 to December 31, 2020. This agreement will further extend contract completion date from December 31, 2020 to June 30, 2021, based on the written request of Nassau County, see letter attached as "Exhibit A".

2) Project Activities

Due to unforeseen circumstances, the Agency requires additional time to complete the activities specified in the agreement. Update project activity schedule; amend design completion date from April 24, 2015 to May 31, 2020, construction contract let date from December 31, 2015 to August 31, 2020 and amend construction completion date from December 31, 2020 to June 30, 2021.

3) Invoice Frequency

Nassau County is a fiscally constrained small county. As such, a three month period to wait to request reimbursement for construction costs creates an undue burden on the Agency. More frequent reimbursements when needed help reduce this financial burden.

4) Conflict of Interest

The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

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The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in Exhibit "F", Terms and Conditions of Construction, which is attached to and incorporated into this Agreement.

The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

5) Update Public Records Language

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 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

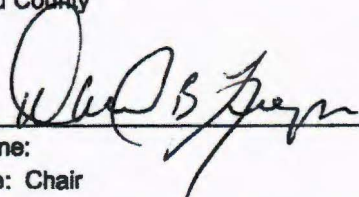
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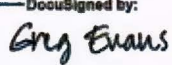
Lake City, FL 32025

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

RECIPIENT:
Nassau County

By: 
Name:
Title: Chair

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

DocuSigned by:

By: 3A93B2A03EC34AA
Name: Greg Evans
Title: District Secretary
5/12/2020 | 5:56 PM EDT

Legal Review:

DocuSigned by:

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EXHIBIT A



Nassau County Engineering Services
96161 Nassau Place
Yulee, FL 32097

Robert T. Companion, PE
County Engineer

February 27, 2020

Mrs. Kimberly Evans
Florida Department of Transportation
1109 South Marion Ave
MS 2014
Lake City, FL 32025

Copy: Mr. Michael S. Mullin, County Manager / County Attorney
Mr. Taco E. Pope, Assistant County Manager

Re: **SCOP Funding**
Crawford Road from Old Alabama Trail to SR 200 / US 301
Financial Project ID: 430691-1-58-01 & 430691-2-58-01
Status Update and Time Extension Request

Dear Mrs. Evans:

A project agreement between the Florida Department of Transportation (FDOT) and Nassau County for paving improvements to Crawford Road from Old Alabama Trail to US 301/SR 200 (Phase 2) began on January 16, 2015 with an original completion date of December 31, 2016. A project agreement between the Florida Department of Transportation (FDOT) and Nassau County for paving improvements to Crawford Road from County Road 121 to Old Alabama Trail (Phase 1) began on March 05, 2014 with an original completion date of December 31, 2016.

A three-year time extension was requested for both phases and granted in late 2016 to extend the completion date for both phases to December 31, 2019. The three-year extension was granted to allow for more time to obtain temporary construction easement agreements, additional right-of-way, required permits, complete the construction documents, and construct Crawford Road. A one-year time extension was granted in mid-2019 to extend the completion date for both phases to December 31, 2020.

The construction documents are now complete as is all required right-of-way acquisition. However, due to unforeseen circumstances resulting from numerous periods of non-response from Norfolk Southern during negotiations for temporary construction agreements, obtaining the temporary construction easement, and construction agreement have delayed the project. Additional delays resulted from numerous Nassau County staff changes over the course of the project and difficulty obtaining available wetland mitigation in the basins associated with Crawford Road.

YULEE
(904) 530-6225

FAX
(904) 491-3611

We now have a construction agreement with Norfolk Southern, the Temporary Construction Easement was in May 2019. We are in the process of obtaining the required permits now that the railroad easement and wetland mitigation issues have been addressed. We are preparing to advertise for bid and award the bid by May of 2020. Construction should begin shortly thereafter. We anticipate that Nassau County will be able to complete both phases of the Crawford Road project by June 30, 2021.

Therefore, Nassau County is respectfully requesting an extension of the agreement for both phases of the Crawford Road project until June 30, 2021, to provide sufficient time to complete construction.

Should you have any questions or require additional information, please contact me. Thank you for considering this request.

Thank you,



Robert T. Companion, P.E.
County Engineer

RESOLUTION NO. 2020- 97

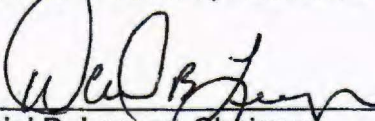
A RESOLUTION AUTHORIZING THE EXECUTION OF THE SUPPLEMENTAL AGREEMENT #1 BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA

WHEREAS, the County Engineer has recommended that the Board of County Commissioners of Nassau County, Florida, execute Supplemental Agreement #1 between the State of Florida Department of Transportation and Nassau County, Florida regarding reconstruction of Crawford Road from Old Alabama Trail to SR 200 / US 301 in Nassau County, Florida (Financial Project ID No. 430691-2-58-01).

NOW, THEREFORE, BE IT RESOLVED, this 11th day of May, 2020, by the Board of County Commissioners of Nassau County, Florida as follows:

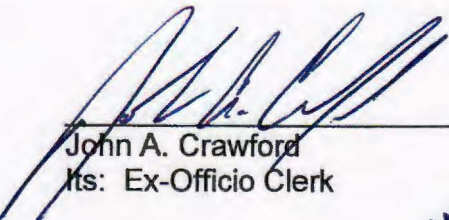
1. The State Funded Grant Supplemental Agreement #1 between the State of Florida Department of Transportation and Nassau County is hereby approved and the Chairman is authorized to execute said agreement.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

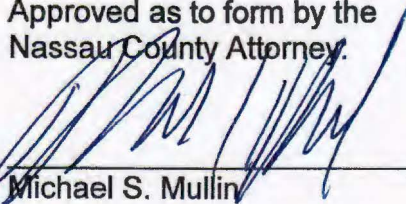


Daniel B. Leeper, Chairman

Attest as to Chairman's signature:



John A. Crawford
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney.


Michael S. Mullin

MES
05.12.20