

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE-FUNDED GRANT
SUPPLEMENTAL AGREEMENT**525-010-60
PROGRAM MANAGEMENT
12/18
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CM 2386-A2

SUPPLEMENTAL NO.

3

CONTRACT NO.

ARM56

FPN

431638-1-58-01Recipient: Nassau County

This Supplemental Agreement ("Supplemental"), dated 11/4/2020 | 8:08 AM EST arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on 2/10/2014 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 March 31, 2021
- 2) Update invoicing frequency from "quarterly" to "at least quarterly"
- 3) Update Conflict of Interest Language
- 4) Update Public Records Law Provision of the contract

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

- 1) Contract Time / Previous Contract Amendments

Contract was originally executed on February 10, 2014 and had a completion date of December 31, 2016, which was extended by Time Extension # 1 from December 31, 2016 to December 31, 2019 and by Time Extension # 2 from December 31, 2019 to December 31, 2020. This agreement will further extend contract completion date to March 31, 2021, based on the written request of Nassau County, see letter attached as "Exhibit A".

This contract also was previously amended by Supplemental Agreement # 1 on January 20, 2017 to add funds in the amount of \$3,640,000 and by Supplemental Agreement # 2 on September 18, 2017 to add funds in the amount of \$3,500,000.

- 2) Invoice Frequency

Invoice frequency language is updated from "quarterly" to "at least quarterly".

- 3) 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.

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

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

4) 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
Lake City, FL 32025

6) Update project activities schedule

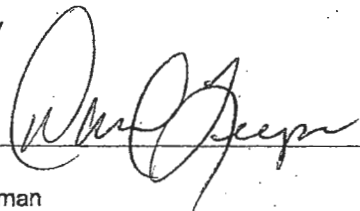
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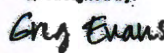
Due to unforeseen circumstances, the Agency requires additional time to complete the activities specified in the agreement. Updated project activity schedule is further outlined in "Exhibit A" of this agreement.

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: Chairman

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

DocuSigned by:

By: _____
Name: Greg Evans
Title: District Secretary

Legal Review:

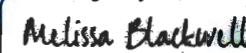
DocuSigned by:


EXHIBIT A



Nassau County Engineering Services
96161 Nassau Place
Yulee, FL 32097

Robert T. Companion, PE
County Engineer

August 5, 2020

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

COPY: Michael S. Mullin, County Manager / County Attorney
Taco Pope, Assistant County Manager

SUBJECT: **SCRAP Funding**
County Road 115 from Bypass Road to Henry Smith Road
Financial Project ID: 431638-1-58-01
Time Extension Request

Dear Ms. Evans:

A project agreement between the Florida Department of Transportation (FDOT) and Nassau County for paving and widening improvements to County Road 115 from Bypass Road to Henry Smith Road began on October 02, 2014 with a completion date of December 31, 2019. An extension to the grant time was made in 2019 extending the grant expiration to December 31, 2020.

Construction began on November 25, 2019 and is well underway. The original contract time was 295 day to substantial completion, September 14, 2020, and 340 days to final completion, October 29, 2020. There has been one change order to date to add \$544,731.11 and forty (40) days to the construction contract. The current approved substantial completion time is 335 days, October 24, 2020, and 380 days to final completion, December 8, 2020. There is an addition thirty (30) days of weather and holiday days pending per the contract provisions. Once approved, the substantial completion would be 365 days, November 23, 2020, and a final completion of 410 days, January 7, 2021. We are still within the rainy season of the year and expect additional weather days will be owed to the contractor. This would extend the completion of the project past the current grant expiration.

Therefore, Nassau County is respectfully requesting an extension of the agreement for the County Road 115 project until March 31, 2021, to provide enough time to complete the construction of the project. Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert T. Companion".

Robert T. Companion, PE
County Engineer

YULEE
(904) 530-6225

FAX
(904) 491-3611

RESOLUTION NO. 2020- 170

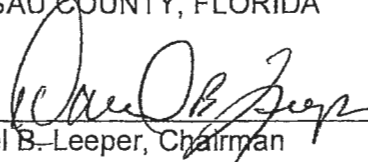
A RESOLUTION AUTHORIZING THE EXECUTION OF THE SUPPLEMENTAL AGREEMENT #3 BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA

WHEREAS, the County Engineer has recommended that the Board of County Commissioners of Nassau County, Florida, execute Supplemental Agreement #3 between the State of Florida Department of Transportation and Nassau County, Florida regarding improvements to CR 115 from Bypass Road to Henry Smith Road in Nassau County, Florida (Financial Project ID No. 431638-1-58-01).

NOW, THEREFORE, BE IT RESOLVED, this 12th day of October, 2020, by the Board of County Commissioners of Nassau County, Florida as follows:

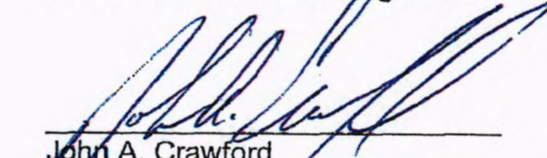
1. The State Funded Grant Supplemental Agreement #3 between the State of Florida Department of Transportation and Nassau County is hereby approved and the Chairman is authorized to execute said agreement.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



Daniel B. Leeper, Chairman

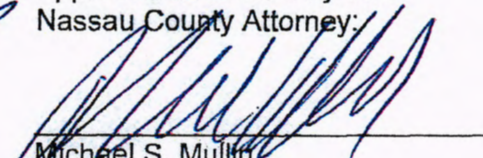
Attest as to Chairman's signature:



John A. Crawford
Its: Ex-Officio Clerk

MES
10.13.20



Approved as to form by the
Nassau County Attorney:



Michael S. Mullin



CERTIFIED TRUE COPY


By 

John A. Crawford, Ex-Officio Clerk
Nassau County, Florida