

RESOLUTION NO. 121
RESOLUTION FOR ROAD STRIPING
AGREEMENT WITH THE DEPARTMENT
OF TRANSPORTATION, STATE OF
FLORIDA

WHEREAS, it is necessary to do certain work to the
Nassau County roads, to wit: Paint center lines on said roads, and

WHEREAS, the Department of Transportation of the State of
Florida has in the past handled such maintenance for the County
on a contractual basis.

WHEREAS, the estimated cost for this work is Eight Thousand
(\$8,000.00) Dollars.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS OF NASSAU COUNTY in regular meeting duly assembled
that the County enter into an agreement with the Department of
Transportation of the State of Florida to paint center lines on
the Nassau County Roads. (A copy of said agreement is attached
hereto and made a part hereof.)

BE IT FURTHER RESOLVED that the clerk of the Circuit Court
issue a check from the appropriate Nassau County fund to the
Department of Transportation of the State of Florida so that this
work might be done.

ADOPTED this ^{13th} ~~9th~~ day of ^{February,} ~~January~~ 1973.

BOARD OF COUNTY COMMISSIONERS OF
NASSAU COUNTY, FLORIDA

ATTEST:

By: David H. Buchanan

As its Chairman

W. J. P. [Signature]
Ex-officio Clerk

MEMORANDUM OF AGREEMENT

COUNTY SECTION JOB NO. STATE ROAD NO. COUNTY NAME

THIS AGREEMENT, made and entered into this _____ day of _____, 197____, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the DEPARTMENT, and the COUNTY OF NASSAU, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY.

W I T N E S S E T H:

WHEREAS, the COUNTY by resolution adopted on February 13th, 1973, had requested the DEPARTMENT to construct, reconstruct, or otherwise change a portion of the State Highway System, designated by the DEPARTMENT as Job No. _____, on Road No. _____, between _____ Striping paved roads within Nassau County _____ the estimated cost of which is \$8,000.00.

NOW, THEREFORE, the premises considered, and in consideration of the sum of One Dollar each to the other in hand paid, the receipt whereof is hereby acknowledged, and in further consideration of the mutual covenants hereinafter contained, it is agreed by the parties as follows:

1. THE DEPARTMENT AGREES to prepare plans and specifications for the work involved, and advertise for bids for the equipment and materials and all services required for the prosecution and fulfillment of the highway contract.

2. THE DEPARTMENT further agrees to furnish Engineering Supervision during the construction phase of the work and render final inspection of the completed project.

3. THE COUNTY AGREES that it will, upon execution of this Agreement furnish to the DEPARTMENT as a deposit for the estimated payment of such "Highway Work" the amount of \$8,000.00. That the DEPARTMENT may utilize said deposit for the payment of said "Highway Work"; and the parties hereto further agree that in the event that final billing pursuant to the terms of Paragraph 6 is less than said deposit, a refund of any excess over and above said final billing will be made by the DEPARTMENT to the COUNTY; and that in the event said final billing is greater than said deposit, said final billing will be paid by the COUNTY pursuant to Paragraph 6 hereof.

4. THE COUNTY shall defend, save and hold harmless the DEPARTMENT from any and all legal actions, claims or demands by any person or legal entity against the DEPARTMENT arising out of or because of this Agreement

5. All services and work under the construction contract shall be performed to the satisfaction of the DEPARTMENTS State Highway Engineer, and he shall decide all questions, difficulties and disputes of whatever nature which may arise under or by reason of such contract for "Highway Work", the Prosecution and fulfillment of the services thereunder, and the Character, Quality, Amount, and value thereof; and his decision upon all claims, questions and disputes thereunder shall be final and conclusive upon the parties hereto.

6. Upon completion of the work, the DEPARTMENT shall, at the earliest date practicable, furnish the COUNTY with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the Job Estimate. The final billing shall show the description and site of the project; the date on which the first work was performed; the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts bill can be audited. Adequate reference shall be made in the billing to the DEPARTMENT'S records, accounts, or other relevant documents. All cost Records and Accounts shall be subject to audit by a representative of the COUNTY. Upon receipt of such invoices, the COUNTY agrees to reimburse the DEPARTMENT in the amount of actual cost.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed, and the day and year first above written.

WITNESSES:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
BY: _____

Director of Administration

ATTEST: _____
Executive Secretary

Margie J. Armstrong

COUNTY OF NASSAU
BY: David Buchanan
(Title Chairman Board of County Commissioners)

ATTEST: Dooley