

CS-21-161

(Contract Management Use only)

CONTRACT TRACKING NO.

CM2905-A1

BOCC CONTRACT APPROVAL FORM

GENERAL INFORMATION

Requesting Department Engineering Services

Contact Person: Robert Companion

Telephone: (904) 530-6225 Fax: () Email: rcompanion@nassaucountyfl.com

CONTRACTOR INFORMATION

Name: Florida Department of Transportation

Address: 1109 South Marion Ave., Lake City, FL 32025

City

State

Zip

Contractor's Administrator Name: B. Robert Pierre-Louis Title: E I

Telephone: (386) 961-7872 Fax: () Email: robert.pierre-louis@dot.state.fl.us

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)

Authorized Signatory Name: Greg Evans, District Two Secretary

Authorized Signatory Email: Greg.Evans@dot.state.fl.us

CONTRACT INFORMATION

Contract Name: Amendment Construction & Maintenance Agreement

Description: 3 additional school zones added to CM 2905

GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Terms: Payment Period: Amount per Period:

Total Amount of Contract:

APPROXIMATE IF NECESSARY

Source of Funds: FDOT will fund construction Termination/Cancellation:

Authorized Signatory: Thomas R. Ford, Chairman

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: to:

Status: New Renew Amend# X WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other

If Processing an Amendment:

Contract #: CM 2905 Increased Amount of Existing Contract: 0.00

New Contract Dates: to ^{1 yr from effective date} Total or Amendment Amount: 0.00

Continued on next page

CHECKLIST		
<i>Complete and attach before sending contract for final signature</i>		
Requirement	Description	Certified Complete By
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and any faculty and staff members who have obligations under this contract.	SC
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	SC
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	SC
Competition/Conflicts and Existing Contracts/ Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	SC
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	SC
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	SC
Term of Contract	Start and end dates of contract are included. Any renewals are included.	sc
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	sc
Insurance	Risk manager _____ has or _____ will approve insurance clauses. Levels confirmed ins requirements	SC
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	SC
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	n/a
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	sc

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. Robert Companion 10/21/2021
 Robert T. Companion, Department Head Date Submitting Department
2. [Signature] 10/22/2021 N/A - This agreement will not have expenditures
 Brian Simmons, Procurement Date Funding Source/Acct #
3. Marshall Eyrman 10/27/2021 ME 10/27/2021
 Megan Diehl, Office of Management & Budget Date
4. Denise C. May, Esq., BCS 10/27/2021
 County Attorney Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. Taco E. Pope AICP 10/27/2021
 Taco E. Pope, County Manager Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

Original: Clerk's Services; Contractor (original or certified copy)
Copies: Department: Procurement: Office of Management & Budget: County Attorney: Contract Management: Clerk Finance

CONSTRUCTION & MAINTENANCE AGREEMENT AMENDMENT

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

-RECITALS-

1. The term "Project" shall refer to Financial Project Number ("FIN") 444990-1-52-01, which shall include the replacement, installation, or construction of various signage, pavement markings, and/or flashing signs (collectively referred to as "Improvements"), within various school zones located within the jurisdictional limits of the Agency ("Agency Property"), as more particularly shown in attached **Exhibit "A"**; and
2. The Agency previously executed a Construction & Maintenance Agreement ("CMA") with the Department on this Project, attached as **Exhibit "B" Previous Executed CMA**; and
3. The sole purpose of this Amendment is to include three additional school zones within the Agency jurisdictional limits to the existing agreement, as shown in **Exhibit "C" Composite C-1 through C-3**; and
4. The Department shall fund construction of the Improvements, which is wholly contingent upon appropriation of funds to the Department; and
5. All other terms and conditions of the CMA shall remain in full force and effect; and
6. In the event any of the terms or conditions of this Amendment and the CMA conflict, this Amendment shall control; and
7. By Resolution 2021-213 dated December 13, 2021, the Agency authorized its representative to execute and enter this Amendment 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 above 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 Amendment.

2. EFFECTIVE DATE

The "Effective Date" of this Amendment shall be the date the last of the parties to be charged executes the Amendment.

3. ACCESS

This Amendment authorizes the Department to access the Agency Property for the limited purpose of performing this Amendment.

4. TERM

The initial term of this Amendment shall be for a period of one (1) year, commencing on the Effective Date and concluding on the anniversary of the Effective Date. This Amendment shall automatically renew for successive and continuing like one (1) year terms unless terminated by the Department in writing.

5. OPERATION, MAINTENANCE & REPAIR

A. The Agency shall own, operate, maintain, and repair the Improvements at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Amendment including applicable Governmental Law.

Financial Project Id. No.: 444990-1-52-01
 Federal Id. No.: D219-017-B
 Project Description: District Wide School Zone Improvements
 Off System Department Construct Agency Maintain

B. The Agency agrees that it will be solely responsible for the operation, maintenance, and repair of the Improvements. Should the Agency fail to operate, maintain, and repair the Improvements in accordance with the terms and provisions of this Amendment 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 Improvements. 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 Amendment. Nothing in this Amendment shall relieve the Agency of its financial obligations to the Department should this occur.

6. 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 Amendment.

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 Amendment and following completion of the Amendment if Agency does not transfer the records to the Department.

D. Upon completion of this Amendment, 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 Amendment. If Agency transfers all public records to the public Agency upon completion of this Amendment, 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 Amendment, 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 Amendment 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

Financial Project Id. No.: 444990-1-52-01
Federal Id. No.: D219-017-B
Project Description: District Wide School Zone Improvements
Off System Department Construct Agency Maintain

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Amendment, consisting of twenty-seven (27) pages.

Florida Department of Transportation

Attest:

By: _____

By: _____

Printed Name: Greg Evans

Printed Name: Elizabeth Engle

Title: District Two Secretary

Title: Office of the District Two Secretary

Date: _____

Date: _____

Legal Review:

By: _____
Office of the General Counsel
Florida Department of Transportation

Agency: Nassau County

By: _____

Printed Name: Thomas R. Ford

Title: Chairman

Date: December 13, 2021

Attest:

By: _____

Printed Name: John A. Crawford

Title: Ex-Officio Clerk

Date: December 13, 2021

Legal Review:

By: _____
Legal Counsel for Agency

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Financial Project Id. No.: 444990-1-52-01
Federal Id. No.: D219-017-B
Project Description: District Wide School Zone Improvements
Off System Department Construct Agency Maintain

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Amendment, consisting of twenty-seven (27) pages.

Florida Department of Transportation

DocuSigned by:
By: Greg Evans
8A93B2A03EC34AA...
Printed Name: Greg Evans
Title: District Two Secretary
Date: 2/24/2022 | 11:22 AM EST

Attest:

DocuSigned by:
By: Elizabeth Engle
FBE740BE5218496...
Printed Name: Elizabeth Engle
Title: Office of the District Two Secretary
Date: 2/24/2022 | 11:29 AM EST

Legal Review:

DocuSigned by:
By: Angela Hensel
Office of the General Counsel
Florida Department of Transportation

Agency: Nassau County
By: [Signature]
Printed Name: Thomas R. Ford
Title: Chairman
Date: December 13, 2021

Attest:

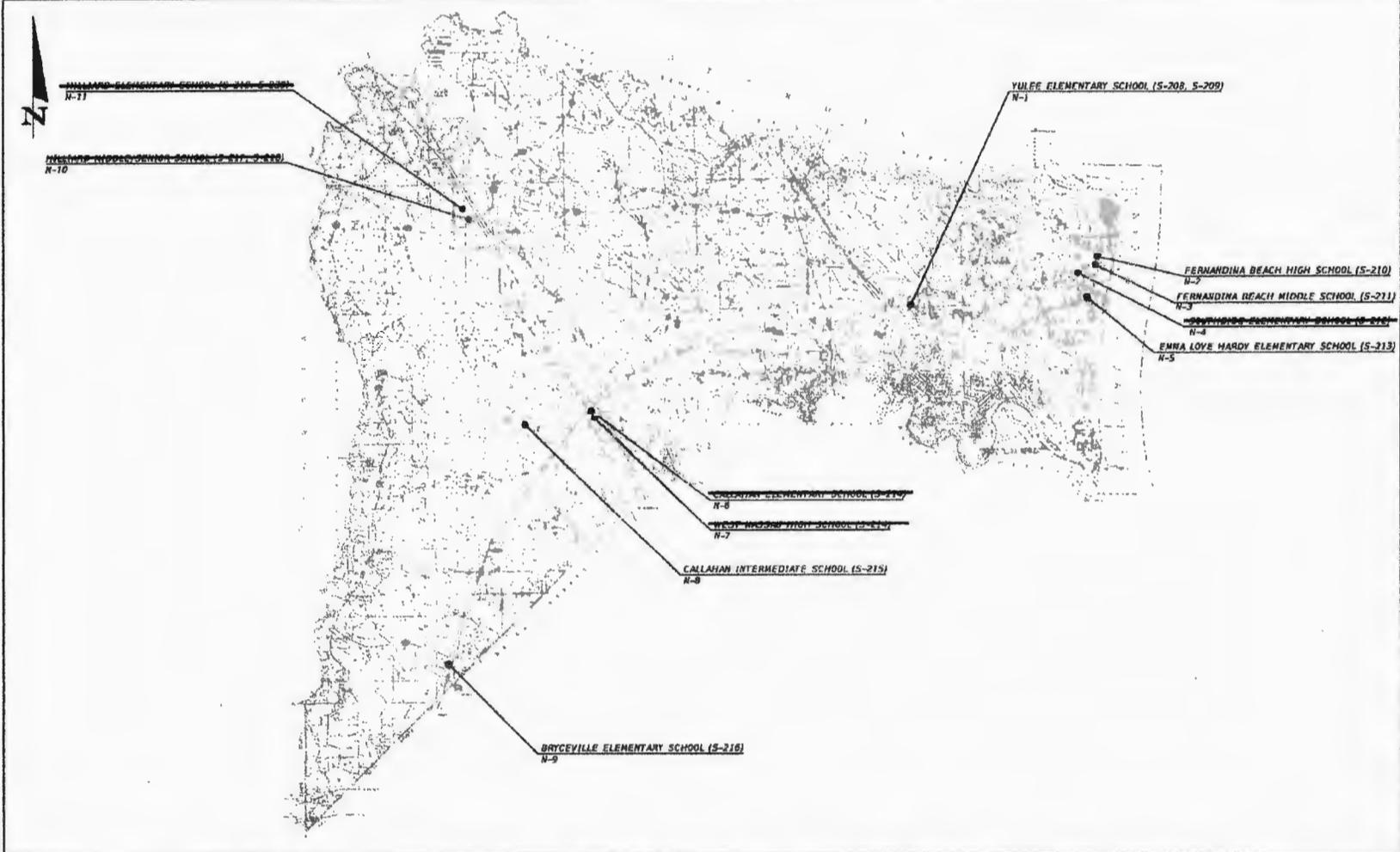
By: [Signature]
Printed Name: John A. Crawford
Title: Ex-Officio Clerk
Date: December 13, 2021

Legal Review:

By: [Signature]
Legal Counsel for Agency

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EXHIBIT "A"
(PROPERTY DESCRIPTION)



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G14-23.004, F.A.C.

DATE		REVISIONS		DESCRIPTION	DATE	DESCRIPTION	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PROJECT LAYOUT NASSAU COUNTY	SHEET NO. 5-41
DATE	DESCRIPTION	DATE	DESCRIPTION				ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						NASSAU	444990-1-52-01				

Conestly & Wicker Inc.
10080 Spinner Lake Dr., Suite 500
Jacksonville, FL 32248
Certificate of Authorization No. 3830

Engineer of Record:
William J. Hartford, P.E.
P.E. No. 46883

WDC 7/12/2016 9:11:24 AM C:\TRANSPORT\BTR\Projects\44499015201_3\cso03\p01\p00001\PLAT001.DWG

Financial Project Id. No.: 444990-1-52-01
Federal Id. No.: D219-017-B
Project Description: District Wide School Zone Improvements
Off System Department Construct Agency Maintain

**EXHIBIT "B"
(PREVIOUS EXECUTED AGREEMENT)**

DocuSign Envelope ID: 7E6D3370-4A96-4541-9931-0B099F812B8D

Contract No. CM2905

Financial Project Id. No.: 444990-1-52-01
Federal Id. No.: D219-017-B
Project Description: District Wide School Zone Improvements
Off System Department Construct Agency Maintain

CM 2905

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 Nassau County ("Agency").

-RECITALS-

1. The term "Project" shall refer to Financial Project Number ("FIN") 444990-1-52-01, which shall include the replacement, installation, or construction of various signage, pavement markings, and/or flashing signs (collectively referred to as the "Improvements") within various school zones located within the jurisdictional limits of the Agency ("Agency Property"), as more particularly shown in **Exhibit "A"**; and
2. The Improvements shall be constructed or installed on the Agency Property as more specifically shown in **Exhibit "B"**; and
3. The Department shall fund construction of the Improvements, which is wholly contingent upon appropriation of funds to the Department; and
4. The Department shall construct the Improvements on the Agency Property; and
5. A date for the commencement of construction of the Improvements has not been established; and
6. Prior to commencement of any construction by the Department, the Agency shall ensure that the Property is free and clear of any and all encroachments; and
7. For purposes of this Agreement, all utilities located on or within the subject school zone(s) have been previously certified and shall be accommodated in accordance with Florida Statute Chapter 556, the *Underground Facility Damage and Safety Act*, as stated in attached **Exhibit "C"**; and
8. Upon completion of construction, the Agency shall own, operate, maintain and repair the Improvements at its sole cost and expense; and
9. By Resolution 2020-160 dated September 28, 2020, the Agency 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 above 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. ACCESS

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

4. TERM

The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date and concluding on the anniversary of the Effective Date. This Agreement shall automatically renew for successive and continuing like one (1) year terms unless terminated by the Department in writing.

5. E-VERIFY

Financial Project Id. No.: 444990-1-52-01
Federal Id. No.: D219-017-B
Project Description: District Wide School Zone Improvements
Off System Department Construct Agency Maintain

EXHIBIT "B" (Cont'd)
(PREVIOUS EXECUTED AGREEMENT)

DocuSign Envelope ID: 7E6D3370-4A96-4541-9931-0B099F812B8D
Federal Id. No.: D219-017-B
Project Description: District Wide School Zone Improvements
Off System Department Construct Agency Maintain

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.

6. 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").

7. 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.

8. PROJECT MANAGEMENT

A. The Department shall manage the Project for the design and construction of the Improvements 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 improvement, and any other activities to facilitate satisfactory completion of the improvement. The Department shall commence construction of the Improvement at its convenience after the appropriation of sufficient funds.

B. 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.

9. 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.

10. OPERATION, MAINTENANCE & REPAIR

A. The Agency shall own, operate, maintain, and repair the Improvements 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 Improvements. Should the Agency fail to operate, maintain, and repair the Improvements 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 Improvements. 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

Financial Project Id. No.: 444990-1-52-01
 Federal Id. No.: D219-017-B
 Project Description: District Wide School Zone Improvements
 Off System Department Construct Agency Maintain

EXHIBIT "B" (Cont'd)
(PREVIOUS EXECUTED AGREEMENT)

DocuSign Envelope ID: 7E6D3370-4A96-4541-9931-0B099F812B8D
 Federal Id. No.: D219-017-B
 Project Description: District Wide School Zone Improvements
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Payment section of this Agreement. Nothing in this Agreement shall relieve the Agency of its financial obligations to the Department should this occur.

11. FEDERAL NON-PARTICIPATION/FUNDING

A. The parties agree that any Improvements constructed on the Agency 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 Improvements.

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 Improvements 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 Improvements and upon final accounting.

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 Improvements, 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.

12. WARRANTIES

After completion of construction of the Improvements and upon the Agency's written request, the Department shall transfer all transferable warranties concerning construction of the Improvements 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.

13. 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

Financial Project Id. No.: 444990-1-52-01
 Federal Id. No.: D219-017-B
 Project Description: District Wide School Zone Improvements
 Off System Department Construct Agency Maintain

EXHIBIT "B" (Cont'd)
(PREVIOUS EXECUTED AGREEMENT)

DocuSign Envelope ID: 7E6D3370-4A96-4541-9931-0B099F812B8D
 Financial Project Id. No.: 444990-1-52-01
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 Off System Department Construct Agency Maintain

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.

14. 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").

15. 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.

16. 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.

17. 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
 Jacksonville Maintenance Office
 838 Ellis Road
 Jacksonville, Florida 32205

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

18. GOVERNING LAW

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

Financial Project Id. No.: 444990-1-52-01
Federal Id. No.: D219-017-B
Project Description: District Wide School Zone Improvements
Off System Department Construct Agency Maintain

EXHIBIT "B" (Cont'd)
(PREVIOUS EXECUTED AGREEMENT)

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Financial Project Id. No.: 444990-1-52-01
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19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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

Financial Project Id. No.: 444990-1-52-01
Federal Id. No.: D219-017-B
Project Description: District Wide School Zone Improvements
Off System Department Construct Agency Maintain

EXHIBIT "B" (Cont'd)
(PREVIOUS EXECUTED AGREEMENT)

DocuSign Envelope ID: 7E6D3370-4A96-4541-9931-0B099F812B8D
Federal Id. No.: D219-017-B
Project Description: District Wide School Zone Improvements
Off System Department Construct Agency Maintain

terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

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.

Financial Project Id. No.: 444990-1-52-01
Federal Id. No.: D219-017-B
Project Description: District Wide School Zone Improvements
Off System Department Construct Agency Maintain

EXHIBIT "B" (Cont'd)
(PREVIOUS EXECUTED AGREEMENT)

DocuSign Envelope ID: 7E6D3370-4A96-4541-9931-0B099F812B8D
Financial Project Id. No.: 444990-1-52-01
Federal Id. No.: D219-017-B
Project Description: District Wide School Zone Improvements
Off System Department Construct Agency Maintain

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

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SIGNATURES ON FOLLOWING PAGE

Financial Project Id. No.: 444990-1-52-01
Federal Id. No.: D219-017-B
Project Description: District Wide School Zone Improvements
Off System Department Construct Agency Maintain

**EXHIBIT "B" (Cont'd)
(PREVIOUS EXECUTED AGREEMENT)**

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Contract No. CM2905

Financial Project Id. No.: 444990-1-52-01
Federal Id. No.: D219-017-B
Project Description: District Wide School Zone Improvements
Off System Department Construct Agency Maintain

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

Florida Department of Transportation

By: DocuSigned by:
Greg Evans
6A93D2A03EC3AAA
Printed Name: Greg Evans

Title: District Two Secretary

Date: 10/12/2020 | 1:21 PM EDT

Attest:

By: DocuSigned by:
Elizabeth Engle
FBE110B3218490
Printed Name: Elizabeth Engle

Title: Office of the District Two Secretary

Date: 10/12/2020 | 1:35 PM EDT

Legal Review:

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

Agency: Nassau County
By: [Signature]
Printed Name: Daniel B. Leeper

Title: Chairman

Date: September 28, 2020

By: [Signature]
Printed Name: John A. Crawford

Title: Ex Officio Clerk

Date: October 2, 2020

Legal Review:
By: [Signature]
Legal Counsel for Agency

MES
10-02-20

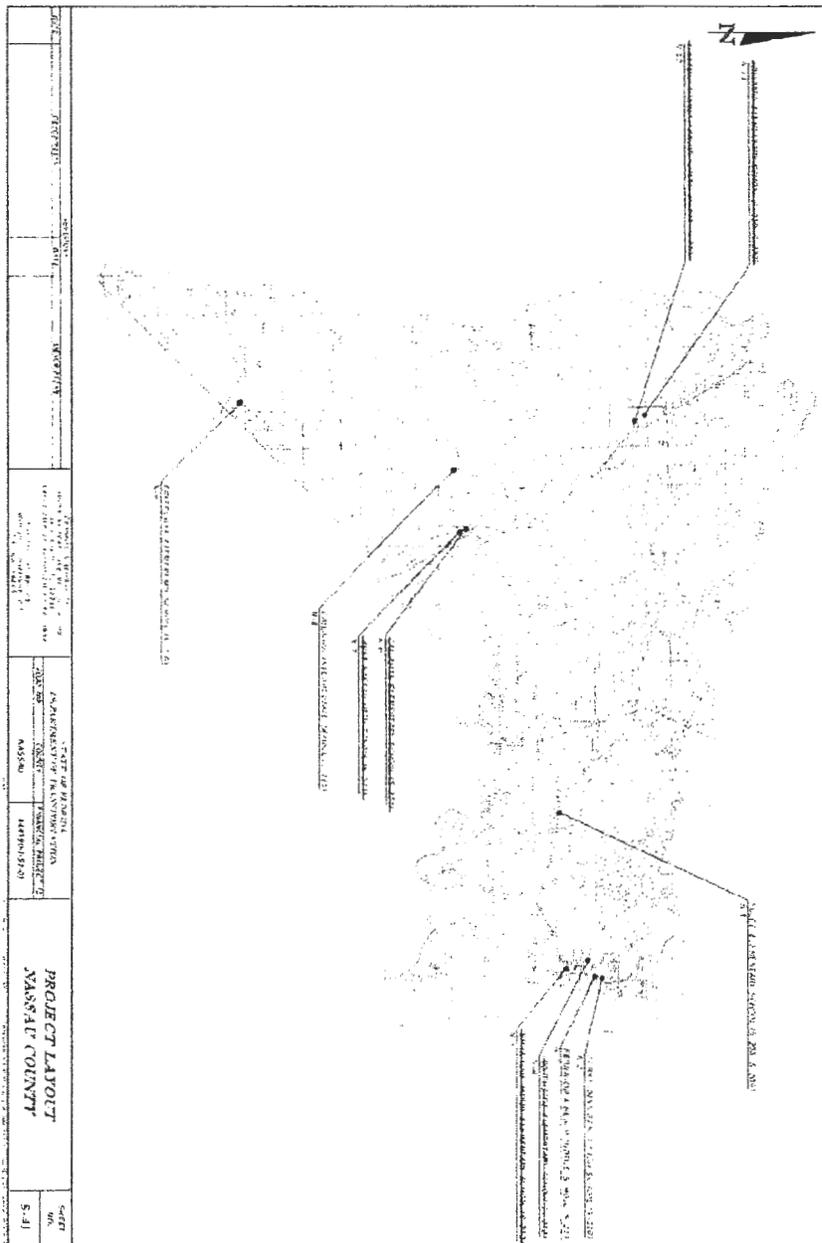
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Financial Project Id. No.: 444990-1-52-01
Federal Id. No.: D219-017-B
Project Description: District Wide School Zone Improvements
Off System Department Construct Agency Maintain

EXHIBIT "B" (Cont'd)
(PREVIOUS EXECUTED AGREEMENT)

DocuSign Envelope ID: 7E6D3370-4A96-4541-9931-0B099F812B8D
Federal Id. No.: D219-017-B
Project Description: District Wide School Zone Improvements
Off System Department Construct Agency Maintain

EXHIBIT "A"
(PROPERTY DESCRIPTION)



Financial Project Id. No.: 444990-1-52-01
Federal Id. No.: D219-017-B
Project Description: District Wide School Zone Improvements
Off System Department Construct Agency Maintain

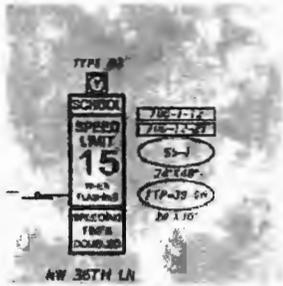
EXHIBIT "B" (Cont'd)
(PREVIOUS EXECUTED AGREEMENT)

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Federal Id. No.: D219-017-B
Project Description: District Wide School Zone Improvements
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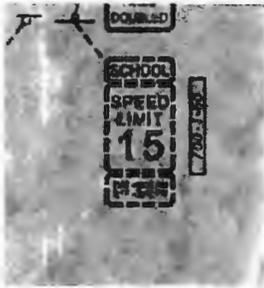
EXHIBIT "B"
(IMPROVEMENTS DESCRIPTION)
Symbols Legend



Remain / No Change



Furnish & install



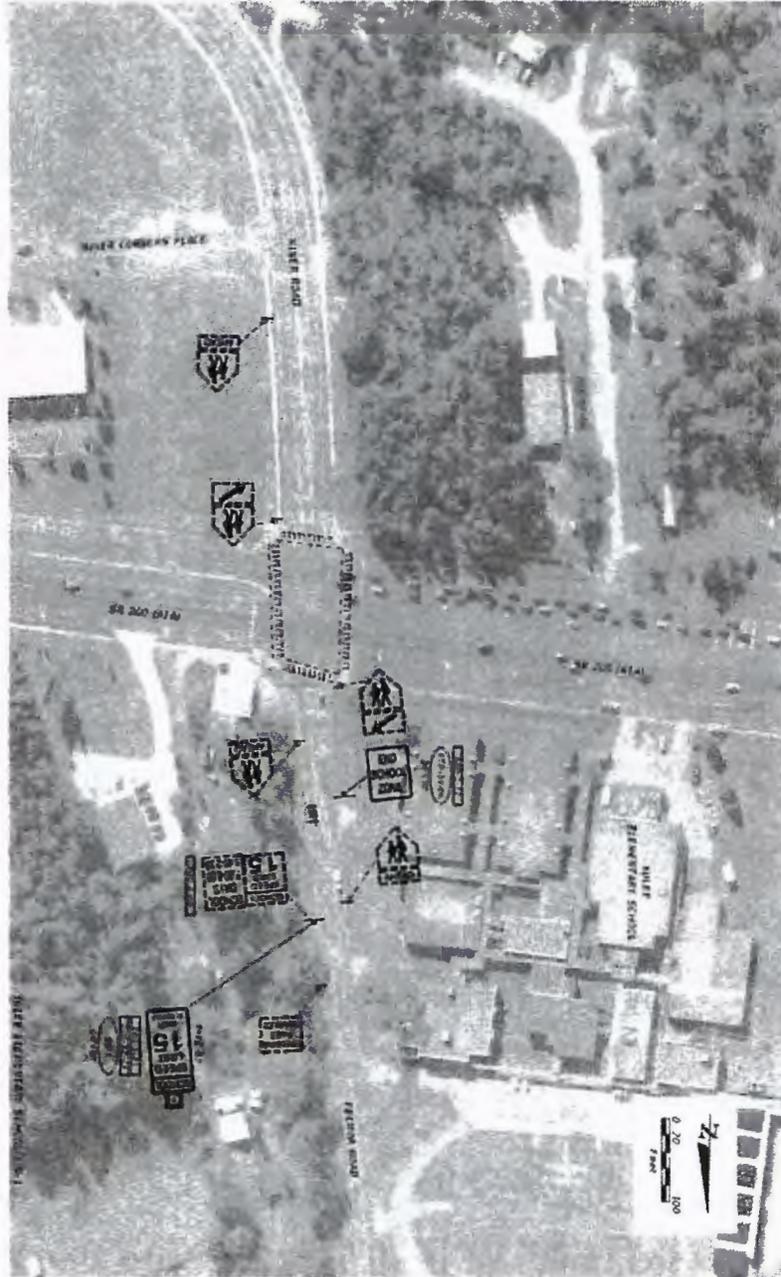
Remove

Financial Project Id. No.: 444990-1-52-01
Federal Id. No.: D219-017-B
Project Description: District Wide School Zone Improvements
Off System Department Construct Agency Maintain

EXHIBIT "B" (Cont'd)
(PREVIOUS EXECUTED AGREEMENT)

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Federal Id. No.: D219-017-B
Project Description: District Wide School Zone Improvements
Off System Department Construct Agency Maintain

EXHIBIT "B" (Cont'd)
(IMPROVEMENTS DESCRIPTION)

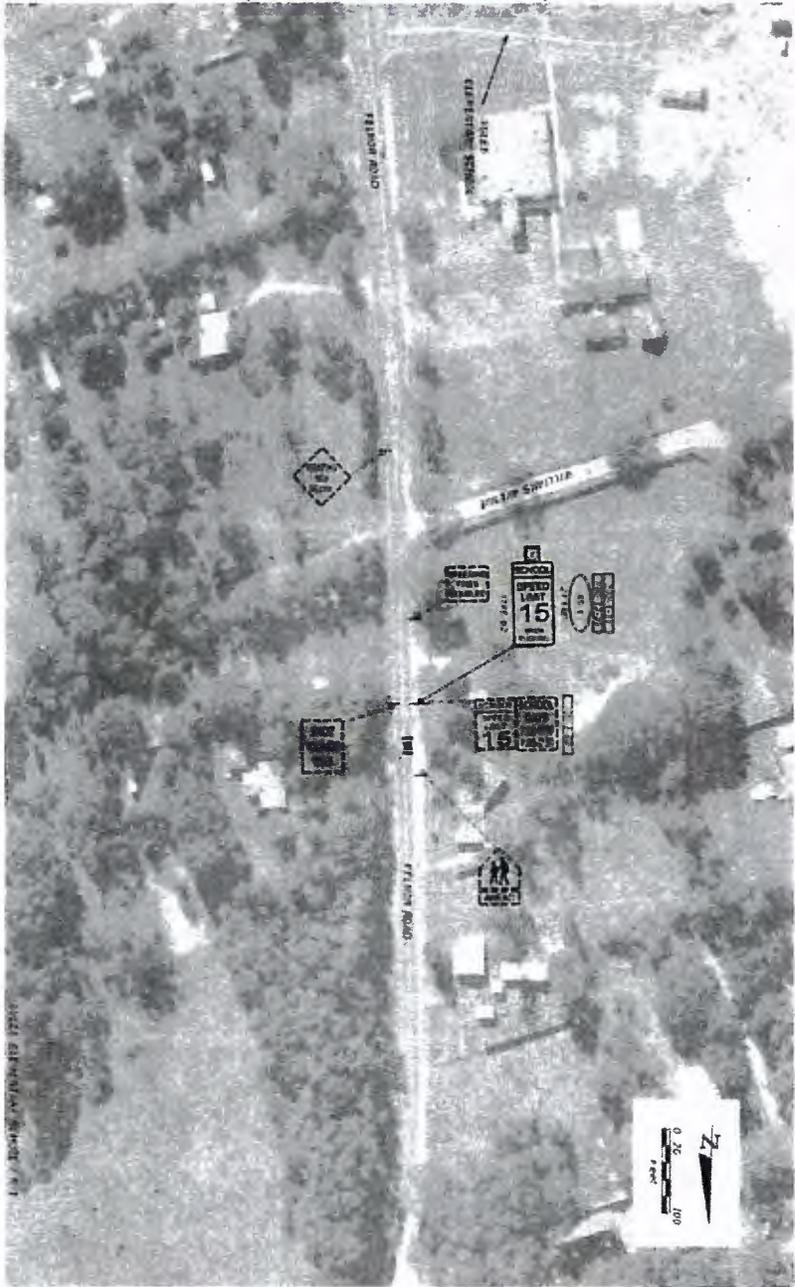


Financial Project Id. No.: 444990-1-52-01
Federal Id. No.: D219-017-B
Project Description: District Wide School Zone Improvements
Off System Department Construct Agency Maintain

EXHIBIT "B" (Cont'd)
(PREVIOUS EXECUTED AGREEMENT)

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Project Description: District Wide School Zone Improvements
Off System Department Construct Agency Maintain

EXHIBIT "B" (Cont'd)
(IMPROVEMENTS DESCRIPTION)

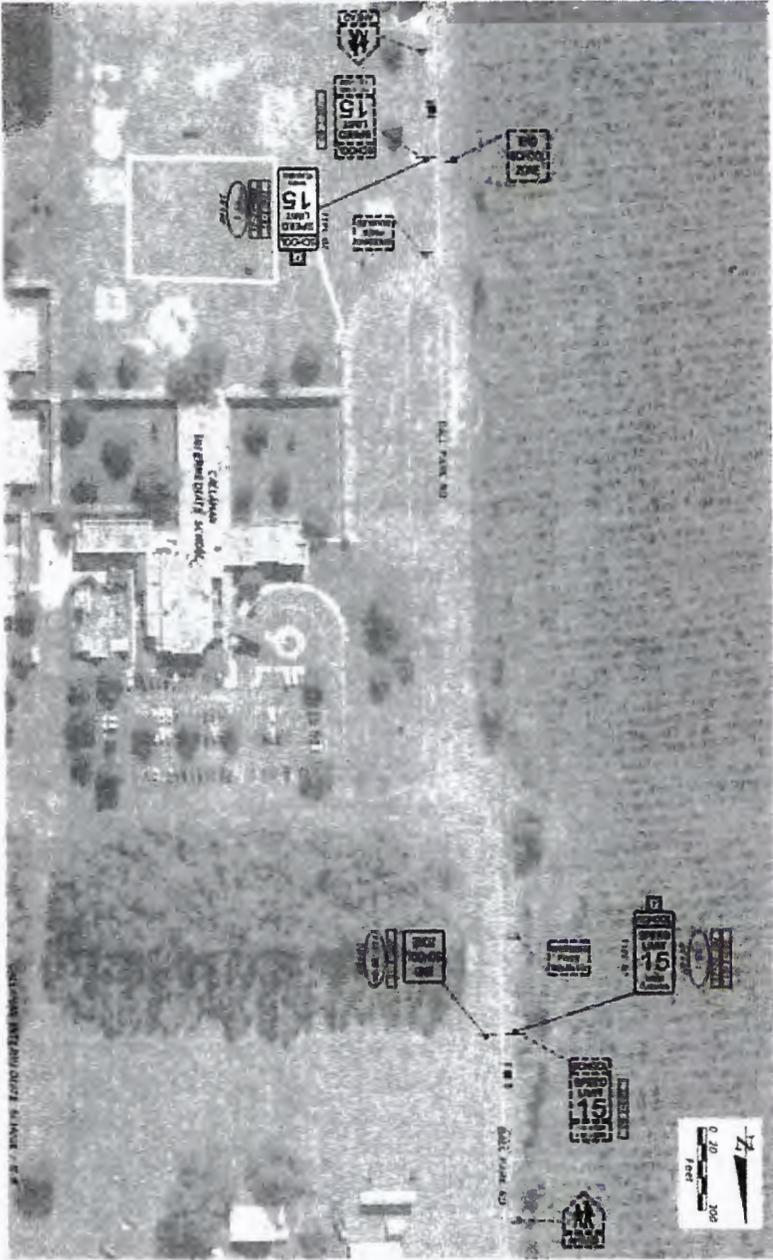


Financial Project Id. No.: 444990-1-52-01
Federal Id. No.: D219-017-B
Project Description: District Wide School Zone Improvements
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EXHIBIT "B" (Cont'd)
(PREVIOUS EXECUTED AGREEMENT)

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Project Description: District Wide School Zone Improvements
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EXHIBIT "B" (Cont'd)
(IMPROVEMENTS DESCRIPTION)



Financial Project Id. No.: 444990-1-52-01
Federal Id. No.: D219-017-B
Project Description: District Wide School Zone Improvements
Off System Department Construct Agency Maintain

EXHIBIT "B" (Cont'd)
(PREVIOUS EXECUTED AGREEMENT)

DocuSign Envelope ID: 7E6D3370-4A96-4541-9931-0B099F812B8D
Federal Id. No.: D219-017-B
Project Description: District Wide School Zone Improvements
Off System Department Construct Agency Maintain

EXHIBIT "C"
(Utility Certification Letter)

DocuSign Envelope ID: BA43A871-E93E-4A1D-AE21-1984F60916FB



Florida Department of Transportation

ROY DESANTIS
GOVERNOR

1109 S. Marion Avenue
Lake City, FL 32025

KEVIN J. THIBEAULT
SECRETARY

UTILITY CERTIFICATION LETTER

Date: 9/3/2019 | 2:54 PM EDT

Aaron Kaster, Design Project Manager
Florida Department of Transportation
1109 South Marion Avenue.
Lake City, FL 12345

RE: Financial Project Number (FPID): 444990-1
County: District Wide
State Road:
Federal ID Number: D219-117-B
Description: Districtwide School Zone Improvements

Dear Mr. Kaster:

This is to certify that all utility work for this project has been completed or that all necessary arrangements have been made for it to be undertaken and completed as required for proper coordination with the construction schedule.

This project consists of 178 School Zone locations with approximately 795 new sign installations, relocations or solar beacon installations. The FDOT contractor will comply with Florida Statutes Chapter 556, Underground Facility Damage and Safety Act at each designated school zone site. All field adjustments to sign placement locations necessary to eliminate utility conflicts will be reviewed and approved by the Department's Engineer prior to sign installations.

Sincerely,

DocuSigned by:
John P. McCarthy
JOHN P. MCCARTHY
D2 Utilities Administrator

CC Email:

- | | |
|---------------------|------------------------------------|
| Aaron Kaster | Design Project Manager |
| Mark Smith | Construction Project Administrator |
| D2 Work Program | District Work Program |
| D2 Program Services | District Program Services |
| Teresa Thrasher | Production Manager |
| Randall Markham | Schedule Analyst |
| Noel Dimaano | Scheduler |
| Sharon Griffiths | Resident Engineer |
| Jeff Williams | Resident Engineer |
| Frank Suarez | Resident Engineer |
| Doug Moseley | Resident Engineer |

www.fdot.gov

Financial Project Id. No.: 444990-1-52-01
Federal Id. No.: D219-017-B
Project Description: District Wide School Zone Improvements
Off System Department Construct Agency Maintain

EXHIBIT "B" (Cont'd)
(PREVIOUS EXECUTED AGREEMENT)

DocuSign Envelope ID: 7E6D3370-4A96-4541-9931-0B099F812B8D
Federal Id. No.: D219-017-B
Project Description: District Wide School Zone Improvements
Off System Department Construct Agency Maintain

EXHIBIT "C" (Cont'd)
(Utility Certification Letter)

DocuSign Envelope ID: BA43A971-E93E-4A1D-AE21-1964F60918FB

Star Ayers District Construction Review Specialist
Posted in PSEE

Financial Project Id. No.: 444990-1-52-01
Federal Id. No.: D219-017-B
Project Description: District Wide School Zone Improvements
Off System Department Construct Agency Maintain

EXHIBIT "B" (Cont'd)
(PREVIOUS EXECUTED AGREEMENT)

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Federal Id. No.: D219-017-B
Project Description: District Wide School Zone Improvements
Off System Department Construct Agency Maintain

EXHIBIT "D"
(Resolution)

Financial Project Id. No.: 444990-1-52-01
Federal Id. No.: D219-017-B
Project Description: District Wide School Zone Improvements
Off System Department Construct Agency Maintain

EXHIBIT "B" (Cont'd)
(PREVIOUS EXECUTED AGREEMENT)

DocuSign Envelope ID: 7E6D3370-4A96-4541-9931-0B099F812B8D

RESOLUTION NO. 2020- 160

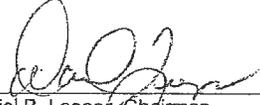
A RESOLUTION AUTHORIZING THE EXECUTION OF THE CONSTRUCTION AND MAINTENANCE AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA

WHEREAS, the County Engineer has recommended that the Board of County Commissioners of Nassau County, Florida, execute a Construction and Maintenance Agreement between the State of Florida Department of Transportation and Nassau County, Florida regarding District Wide School Zone Improvements within Nassau County (Financial Project ID No. 444990-1-52-01).

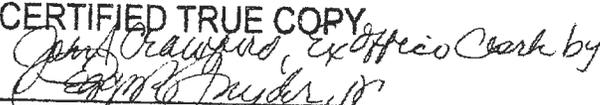
NOW, THEREFORE, BE IT RESOLVED, this 28th day of September, 2020, by the Board of County Commissioners of Nassau County, Florida as follows:

1. The Construction and Maintenance Agreement for the replacement, installation, or construction of various School Zone Improvements such as signage, pavement markings, and/or flashing signs (collectively referred to as the "Improvements") within various school zones located within the limits of Nassau County, Florida. The Construction and 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


Daniel B. Leeper, Chairman

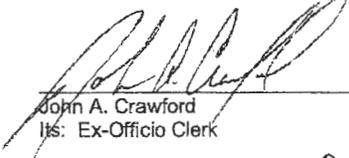
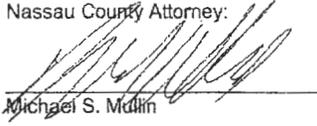


A CERTIFIED TRUE COPY

EX-OFFICIO, Clerk of the Board of County Comm.
Nassau County, Florida

Financial Project Id. No.: 444990-1-52-01
Federal Id. No.: D219-017-B
Project Description: District Wide School Zone Improvements
Off System Department Construct Agency Maintain

EXHIBIT "B" (Cont'd)
(PREVIOUS EXECUTED AGREEMENT)

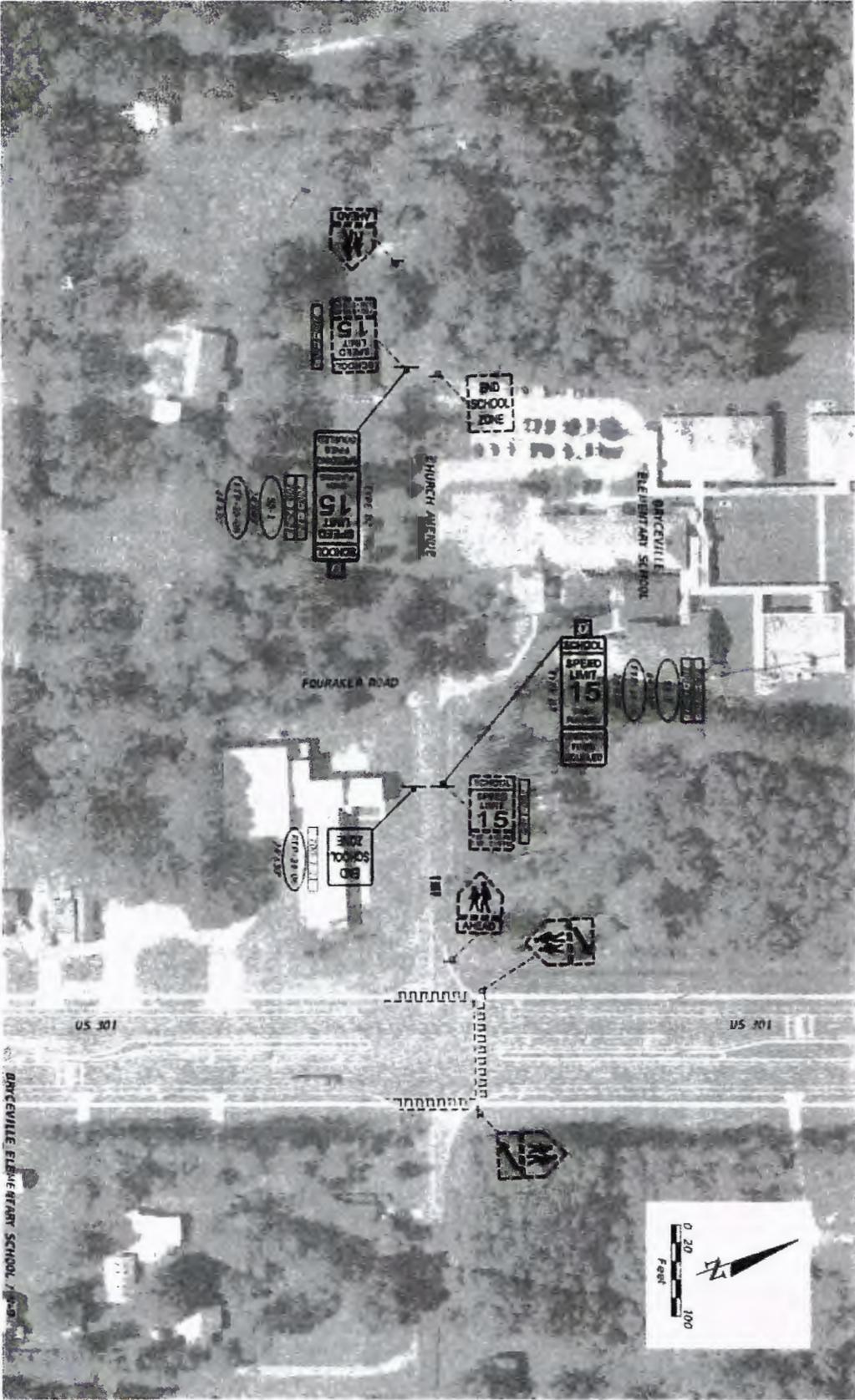
DocuSign Envelope ID: 7E6D3370-4A96-4541-9931-0B099F812B8D Resolution 2020-160

<p>Attest as to Chairman's signature:</p>  <p>John A. Crawford Its: Ex-Officio Clerk</p>	<p>Approved as to form by the Nassau County Attorney:</p>  <p>Michael S. Mullin</p>
---	---

MES
10-02-20

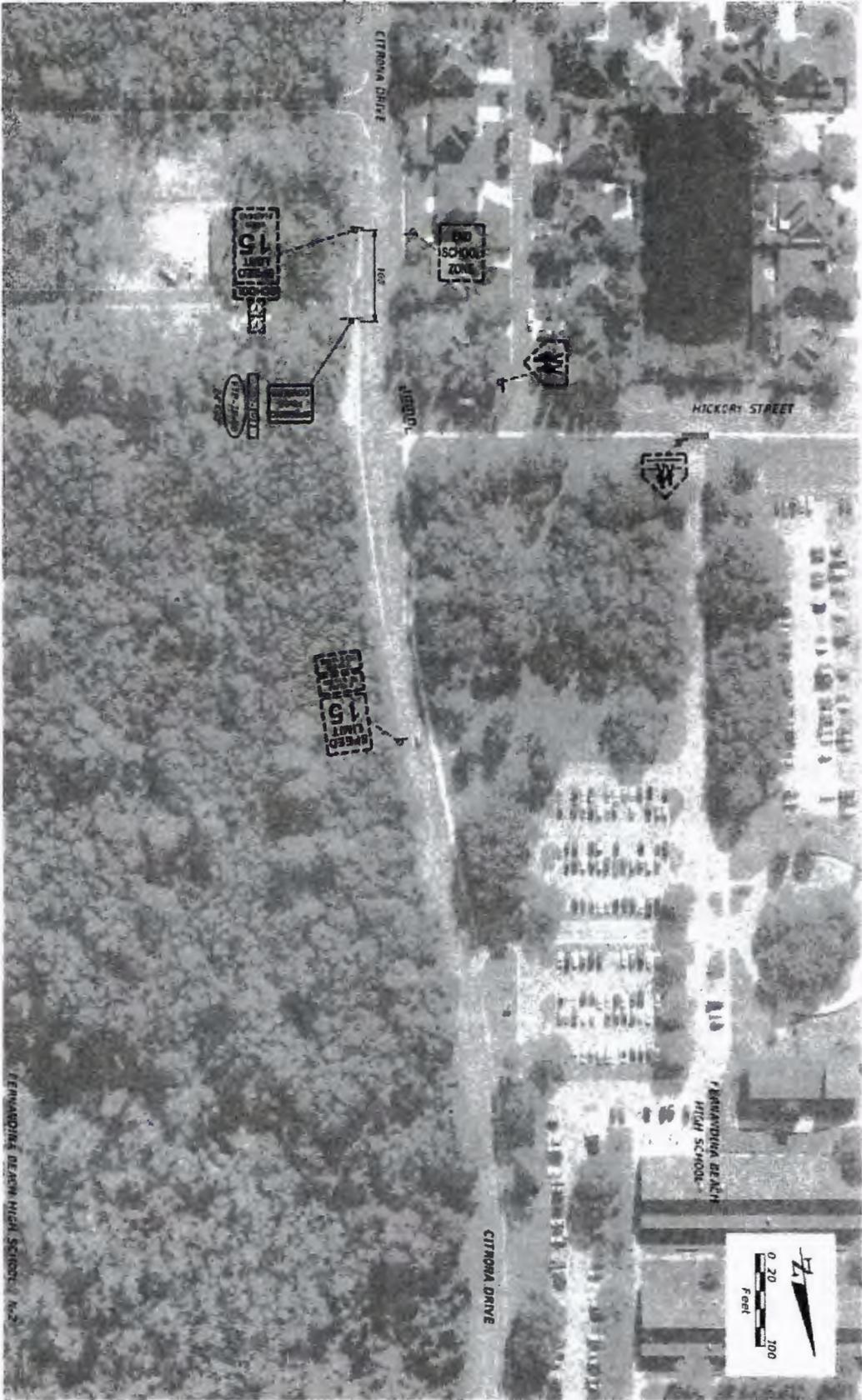
Financial Project Id. No.: 444990-1-52-01
Federal Id. No.: D219-017-B
Project Description: District Wide School Zone Improvements
Off System Department Construct Agency Maintain

**EXHIBIT "C"
(COMPOSITE C-1)**



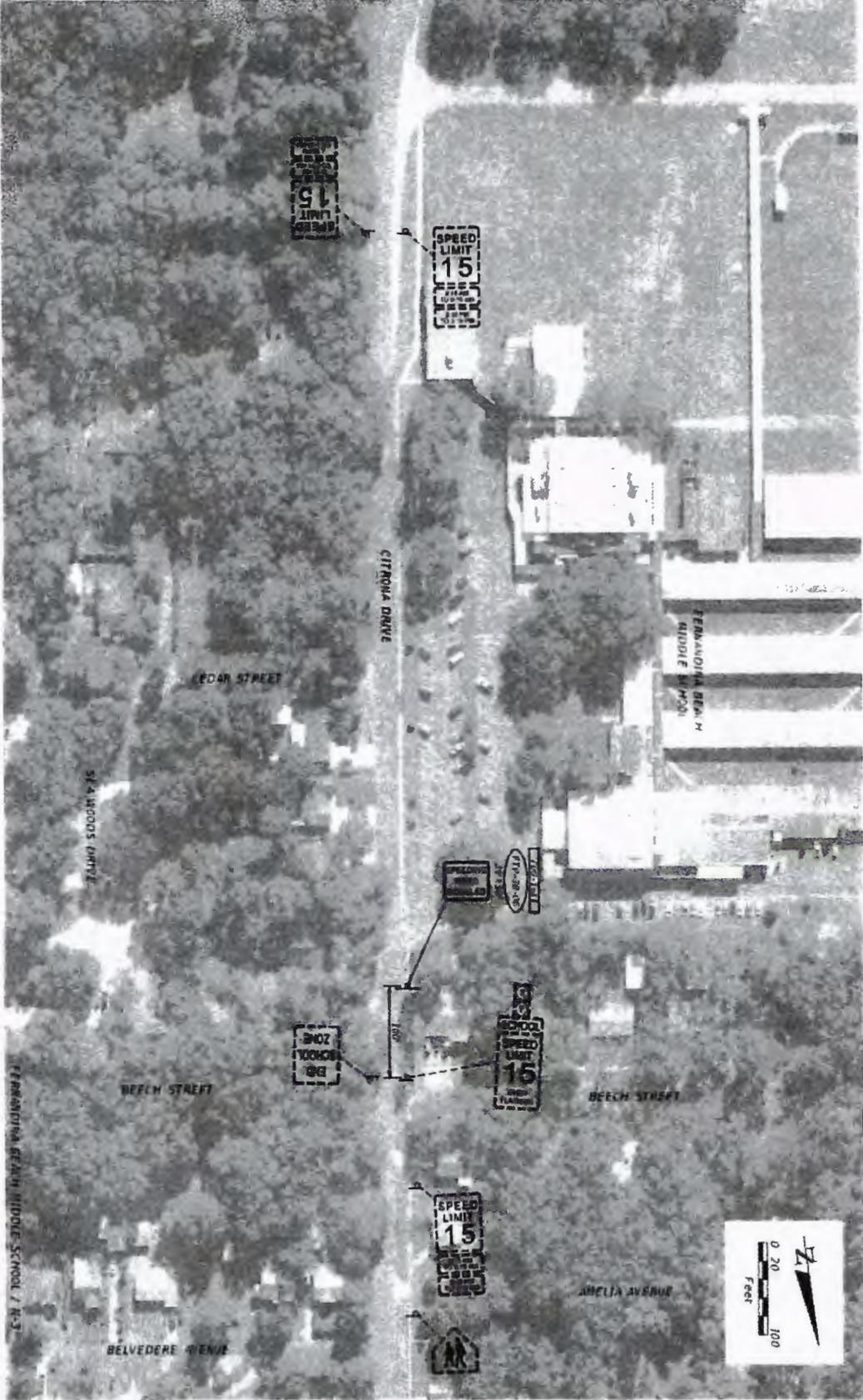
Financial Project Id. No.: 444990-1-52-01
Federal Id. No.: D219-017-B
Project Description: District Wide School Zone Improvements
Off System Department Construct Agency Maintain

EXHIBIT "C" (Cont'd)
(COMPOSITE C-2)



Financial Project Id. No.: 444990-1-52-01
Federal Id. No.: D219-017-B
Project Description: District Wide School Zone Improvements
Off System Department Construct Agency Maintain

EXHIBIT "C"
(COMPOSITE C-3)



Financial Project Id. No.: 444990-1-52-01
Federal Id. No.: D219-017-B
Project Description: District Wide School Zone Improvements
Off System Department Construct Agency Maintain

EXHIBIT "D"
(Resolution)

RESOLUTION NO. 2021- 213

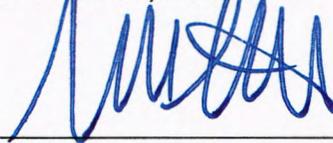
A RESOLUTION AUTHORIZING THE EXECUTION OF THE CONSTRUCTION AND MAINTENANCE AGREEMENT AMENDMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA

WHEREAS, the County Engineer has recommended that the Board of County Commissioners of Nassau County, Florida, execute a Construction and Maintenance Agreement Amendment between the State of Florida Department of Transportation and Nassau County, Florida regarding District Wide School Zone Improvements within Nassau County (CM2905-A1).

NOW, THEREFORE, BE IT RESOLVED, this 13th day of December, 2021, by the Board of County Commissioners of Nassau County, Florida as follows:

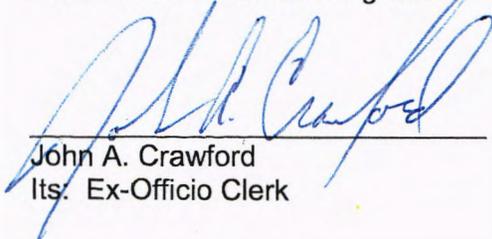
1. The Construction and Maintenance Agreement Amendment for the replacement, installation, or construction of various School Zone Improvements such as signage, pavement markings, and/or flashing signs (collectively referred to as the "Improvements") within various school zones located within the limits of Nassau County, Florida between the Florida Department of Transportation and the Nassau County is hereby approved, and the Chairman is authorized to execute said agreement.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



Thomas R. Ford, 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



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



December 20, 2021

Robert Pierre-Louis, EI
Florida Department of Transportation
MS2014
1109 South Marion Avenue
Lake City, FL 32025

Re: Agreement for Maintenance of School Zone Safety
Improvements

Dear Mr. Pierre-Louis:

During a regular session of the Nassau County Board of County Commissioners held December 13, 2021, the Board approved and authorized the Chairman to sign the referenced agreement. I have enclosed three original agreements for execution. Once signed, please return one original agreement 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 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,

John A. Crawford
Ex-Officio Clerk

/bkl
Enclosures