

Financial Project Id. No.: 437335-1-58-01, 437336-1-58-01, 437337-1-58-01  
 Federal Id. No.: D222-041-B, TALT, TALU  
 Project Description: Amelia Island Parkway Trail from Via Del Rey to SR A1A  
 Off System Agency Construct & Maintain

### 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").

1. The term "Property" shall refer to certain real property located in Nassau County, Florida, owned by the Agency and more particularly described as Amelia Island Parkway, and shown in red in attached Exhibit "A"; and
2. The term "Multi-Use Trail" means and shall refer to the construction of an eight-to-ten-foot wide bike path/trail for approximately 2.5 miles commencing at Via Del Rey Road and ending at State Road A1A ("SR A1A"), as shown in yellow in Exhibit "B" Composite B-1 through B-26; and
3. The term "Improvements" means and shall refer to the construction of an eight-to-ten-foot wide asphalt/concrete bike path/trail, including without limitation all signing and pavement markings, drainage pipe/structures and other drainage features, American with Disabilities Act ("ADA") pedestrian features, gravity wall, steel guide rail, curb and gutter, concrete sidewalk, turnout and paved driveways and all landscaping features on the Multi-Use Trail, as more particularly shown in attached Exhibit "B"; and
4. The Agency has requested that the Multi-Use Trail be constructed, and the Department is amenable to this request pursuant to the terms and conditions of this Agreement; and
5. The Department shall fund construction of the Multi-Use Trail, which is wholly contingent upon appropriation of funds to the Department, by and through execution of a separate Local Agency Program ("LAP") Agreements under Financial Project Identification ("FPID") numbers 437335-1-58, 437335-2-1-58-01, 437337-1-58-01 and 437337-2-58-01; and
6. Although the plans are available for the Multi-Use Trail, the LAP agreements between the Department and Agency will be staged for later years and therefore only the first two of the LAP Agreements, FPID 437334-1-58-01 and 437335-1-58-01, is attached in Exhibit "C"; and
7. The Agency shall construct the Multi-Use Trail; and
8. Upon completion of construction, the Agency shall perpetually own, operate, maintain and repair the Improvements on the Multi-Use Trail; and
9. The Agency by Resolution 2024-024 dated March 25, 2024 authorizes its representative to enter into this Agreement, see attached Exhibit "D".

**NOW THEREFORE**, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the foregoing 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 the attached Exhibits are specifically incorporated herein 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 Property for the limited purpose of performing this Agreement.

#### **4. TERM**

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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**

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. PRECONSTRUCTION ACTIVITIES**

The Department is hereby authorized to act on the Agency's behalf and engage in various preconstruction activities related to the Improvements. The Department is under no obligation to engage in preconstruction activities and the decision to do so shall be within the Department's sole discretion. Preconstruction activities include, by way of example and without limitation, the acquisition of right of way or assistance in obtaining various permits. In those instances where the Department acquires right of way or a permit on behalf of the Agency, regardless of whether the Department or the Agency provides the funding, the Agency shall immediately accept the right of way or permit upon delivery by the Department without condition or delay.

#### **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. CONSTRUCTION**

The Agency shall construct the Improvements in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and applicable Governmental Law.

#### **11. FEDERAL NON-PARTICIPATION/FUNDING**

A. The parties agree that any Improvements 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 Improvements.

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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. OPERATION, MAINTENANCE & REPAIR**

A. The Agency shall perpetually operate, maintain and repair the Improvements therein 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. The Agency specifically agrees to operate, maintain and repair the Improvements in accordance with the terms and provisions of this Agreement including applicable Governmental Law, and the Department be required to perform such operation, maintenance, or repair under the authority of and pursuant to the directives of 23 CFR 1.27 and 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 Agreement. Nothing in this Agreement shall relieve the Agency of its financial obligations to the Department should this occur. Unless otherwise agreed to with specificity by the parties, nothing within this Agreement shall obligate the Department to maintain or repair the Improvements, said obligations to remain the sole responsibility of the Agency.

B. Items to be maintained by the Agency shall include, but are not limited to: vegetation management, ornamental landscaping, trail heads, bathroom facilities, parking facilities, repair of slopes/erosion, removal of all graffiti, boardwalks, gravity walls, sea walls, traffic barriers, railings, guardrail, signing, pavement markings, pedestrian/bicycle signals, lighting, benches, litter receptacles, and aesthetic features. The Agency shall ensure pavement surfaces are maintained and remain free of residue accumulation, algae, vegetation, and other slip or trip hazards. The Agency shall trim landscaping, mow, sweep, edge and provide

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weed control along the Property and the Improvements. The Agency shall ensure the safety of the Public by repairing slope erosion and maintaining signs, sign poles, striping, pavement symbols, traffic markings, detectable warning surfaces, pavers, crosswalks, bollards, delineators, walls, railings, barriers, guardrail, lighting, pedestrian/bicycle signals and any other safety features located within the Property and the Multi-Use Trail Project corridor in accordance with applicable Governmental Law. The Agency shall maintain paint on railings, sign poles, structures, etc, within the Property and the Multi-Use Trail Project corridor. Repairs to any Multi-Use Trail Project structural or safety feature shall be in kind, as well as, maintaining all landscaping and all irrigation systems in good operational condition.

C. The Agency shall pay all utility bills associated or related to lighting, signals, or irrigation for the Multi-Use Trail Project.

D. The Agency shall maintain any aesthetic features associated with the Multi-Use Trail including, without limitation, custom paint or coatings. Any requests for additional maintenance shall be acknowledged and performed by the Agency.

E. The Agency shall conduct an annual inspection of the Multi-Use Trail Project to ensure that any and all safety deficiencies are immediately addressed, and at such time as the Multi-Use Trail Project is at the end of its useful life, the Agency shall prioritize the replacement or reconstruction of the Multi-Use Trail Project as if it was a new project.

F. If the Department determines that the Agency is not maintaining and repairing the Property and the Improvements in accordance with the terms and provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of the Department's written notice, or such other time as the Department and the Agency mutually agree in writing, to correct the deficiency and provide the Department with written notice of the same.

G. If the deficiency is not corrected timely, or if the Department determines that the deficiency remains after receipt of the Agency's written notice indicating that the deficiency has been corrected, the Department, within its discretion, may: (1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to complete correction of the deficiency; (2) require the Agency to remove the Multi-Use Trail Project and restore the Property pursuant to the "Removal" section of this Agreement; or (3) correct the deficiency at the Agency's sole cost and expense. Should the Department elect to correct the deficiency, the Department shall provide the Agency with an invoice for the costs incurred by the Department to correct the deficiency and the Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

H. If at any time in the sole determination of the Department, the integrity or safety of the Property and the Multi-Use Trail Project requires immediate maintenance or repair for the benefit of public health, safety or welfare, the Department may perform such maintenance and repairs it deems appropriate under the circumstances. The Department shall provide the Agency with written notice of the emergency maintenance and repairs performed by the Department and an invoice for the same. The Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

I. No action taken by the Department shall relieve any obligation of the Agency pursuant to the terms and conditions of this Agreement. The Agency's failure to perform any of the Agency's maintenance responsibilities of the Improvements Project as required by this Agreement, may impact Department funding participation in future Agency projects.

### **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 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.

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#### **14. INDEMNIFICATION**

A. To the extent permitted by law, 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:

Department: Florida Department of Transportation  
 Attention: Jacksonville Maintenance Engineer  
 838 Ellis Road  
 Jacksonville, FL 32609

Agency: Nassau County  
 Attention: Robert Companion, County Engineer  
 96161 Nassau Place  
 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

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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.

#### **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**

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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. PUBLIC RECORDS**

The 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

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1109 South Marion Avenue, MS 2009  
Lake City, FL 32025

**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."

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**SIGNATURES ON FOLLOWING PAGES**

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**IN WITNESS WHEREOF**, intending to be legally bound hereby, the parties execute this Agreement, consisting of one hundred nineteen (119) pages.

**Florida Department of Transportation**

**Attest:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Legal Review:**

By: \_\_\_\_\_

Office of the General Counsel  
Florida Department of Transportation

**Nassau County**

**Attest:** Only to Authenticity as to  
Chairman's Signature:

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: John F. Martin

Printed Name: John A. Crawford

Title: Chairman

Title: Ex-Officio

Date: March 25, 2024

Date: March 25, 2024

**Legal Review:**

By: \_\_\_\_\_

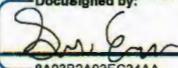
Legal Counsel for Agency

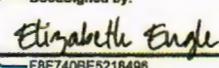
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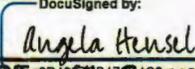
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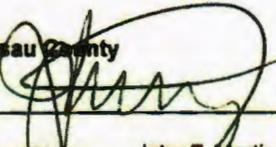
**Florida Department of Transportation**

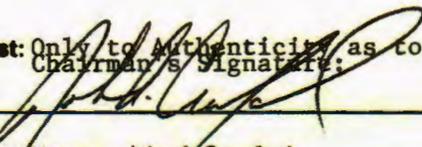
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By:   
8A93B2A03EC34AA...  
Printed Name: Greg Evans  
Title: District Two Secretary  
Date: 03/29/2024 | 12:58 PM EDT

Attest: DocuSigned by:  
By:   
F8E740BE6218498...  
Printed Name: Elizabeth Engle  
Title: Office of the District Two Secretary  
Date: 03/29/2024 | 1:23 PM EDT

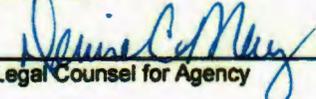
**Legal Review:**

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

Nassau County  
By:   
Printed Name: John F. Martin  
Title: Chairman  
Date: March 25, 2024

Attest: Only to Authenticity as to  
Chairman's Signature:  
By:   
Printed Name: John A. Crawford  
Title: Ex-Officio  
Date: March 25, 2024

**Legal Review:**

By:   
Legal Counsel for Agency

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**RESOLUTION NO. 2024- 024**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA AUTHORIZING THE EXECUTION OF THE CONSTRUCTION & MAINTENANCE AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA FOR THE CONSTRUCTION AND MAINTENANCE OF A MULTI-USE PATH ALONG THE AMELIA ISLAND PARKWAY FROM VIA DEL REY TO SR A1A.**

**WHEREAS**, the Deputy County Manager / 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 the construction and maintenance of a multi-use path along the Amelia Island Parkway from Via Del Rey to SR A1A in Nassau County, Florida (Financial ID No. 437335-1-58-01, 437336-1-58-01,437337-1-58-01).

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, THAT:**

1. 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.

**ADOPTED THIS 25th DAY OF March, 2024 BY THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA.**



**A CERTIFIED TRUE COPY**

*John A Crawford*  
EX-OFFICIO, Clerk of the Board of County Comm.  
Nassau County, Florida

By: *Heather M. HCU*

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



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John F. Martin  
Its: Chairman

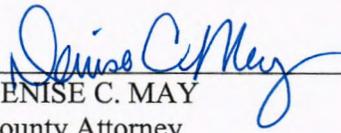
ATTEST as to Chairman's Signature:



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JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

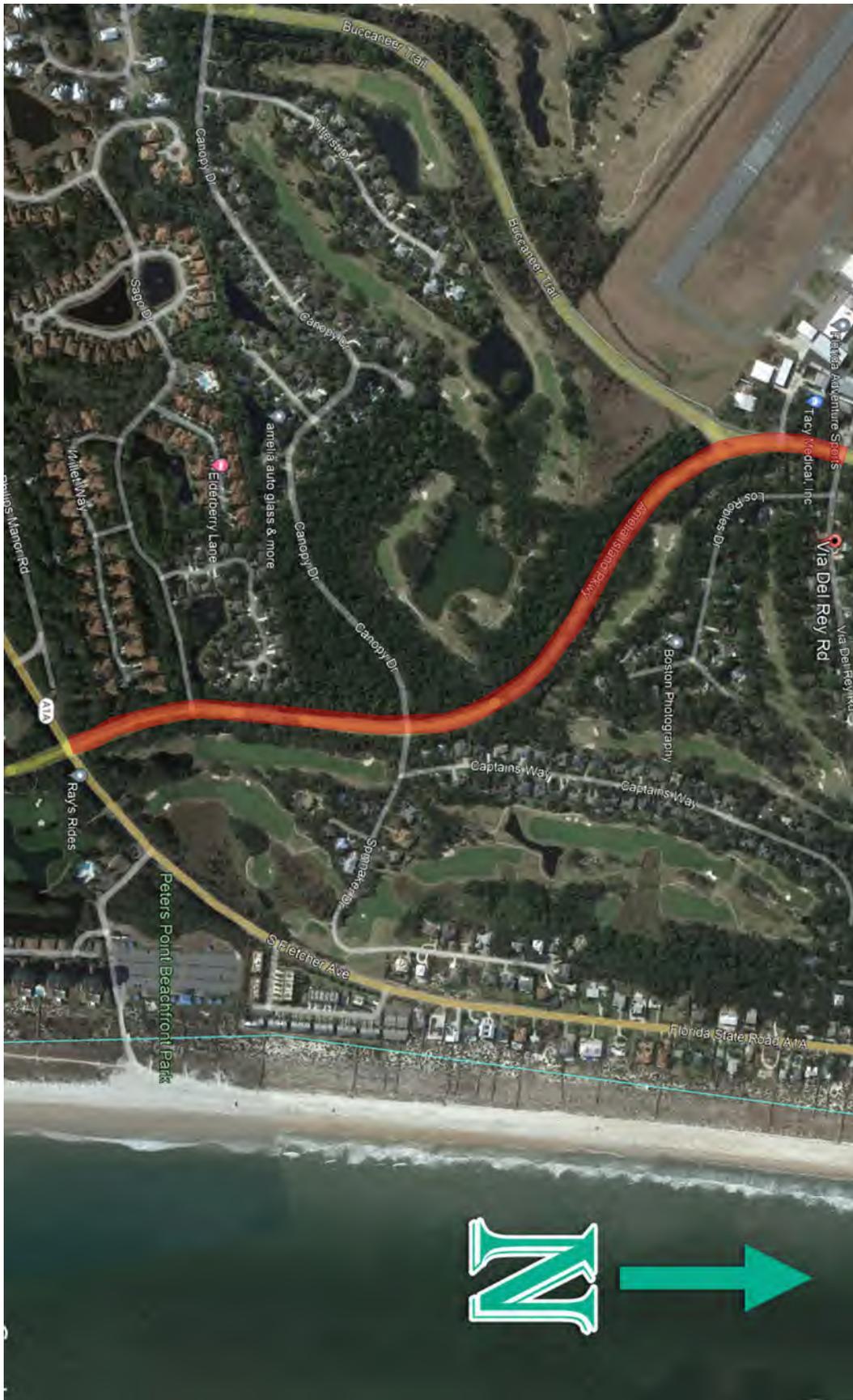
Approved as to form:



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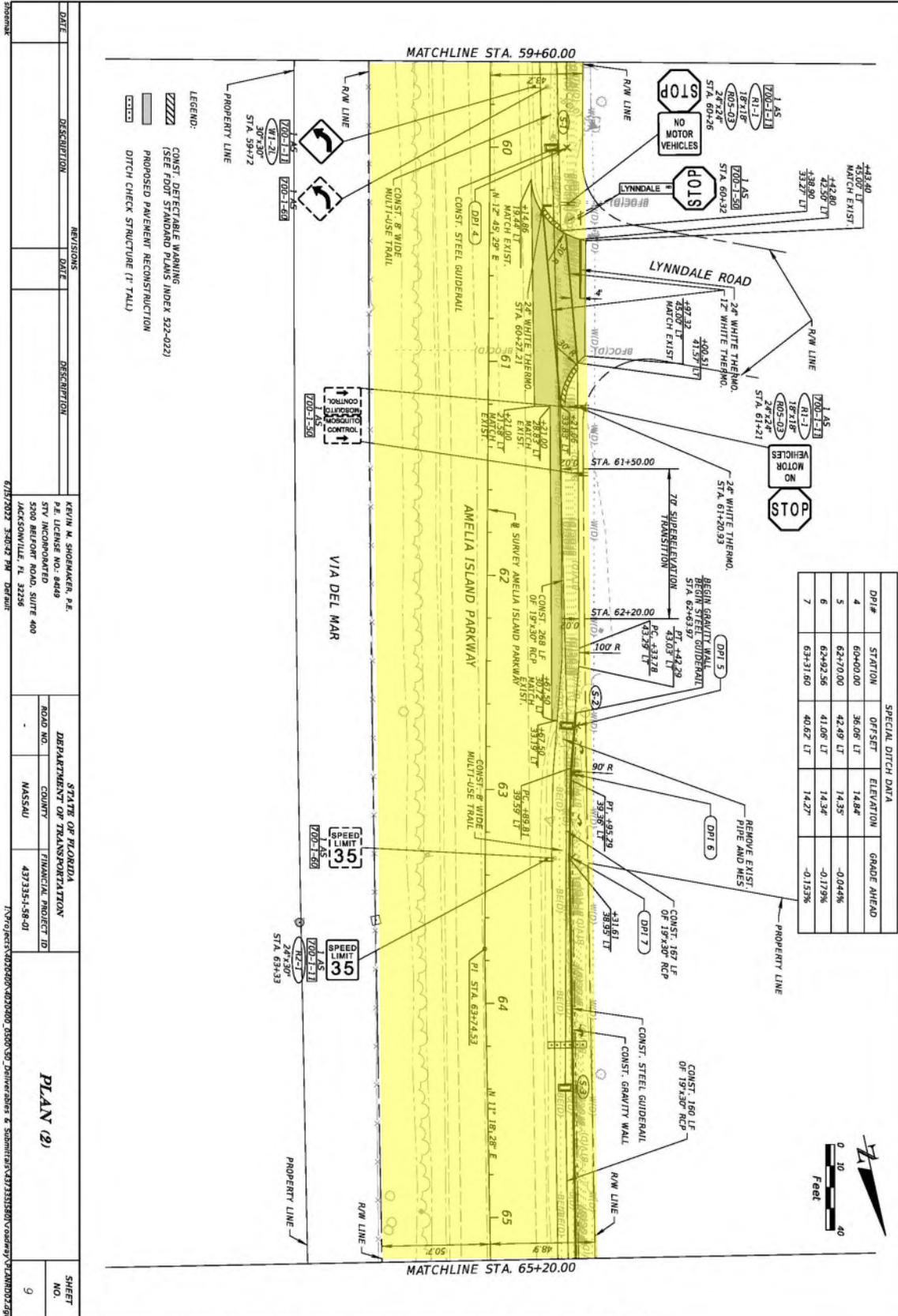
DENISE C. MAY  
County Attorney

**EXHIBIT "A"**  
**Aerial**





### EXHIBIT "B" Cont'd Composite B-2 (437335-1)



| SPECIAL DITCH DATA |          |          |           |             |
|--------------------|----------|----------|-----------|-------------|
| DPI#               | STATION  | OFFSET   | ELEVATION | GRADE AHEAD |
| 4                  | 60+00.00 | 36.08 LT | 14.84'    | -0.044%     |
| 5                  | 62+70.00 | 42.49 LT | 14.35'    | -0.179%     |
| 6                  | 62+92.56 | 41.08 LT | 14.34'    | -0.179%     |
| 7                  | 63+31.60 | 40.62 LT | 14.27'    | -0.153%     |

| DATE | DESCRIPTION | REVISIONS | DATE | DESCRIPTION |
|------|-------------|-----------|------|-------------|
|      |             |           |      |             |

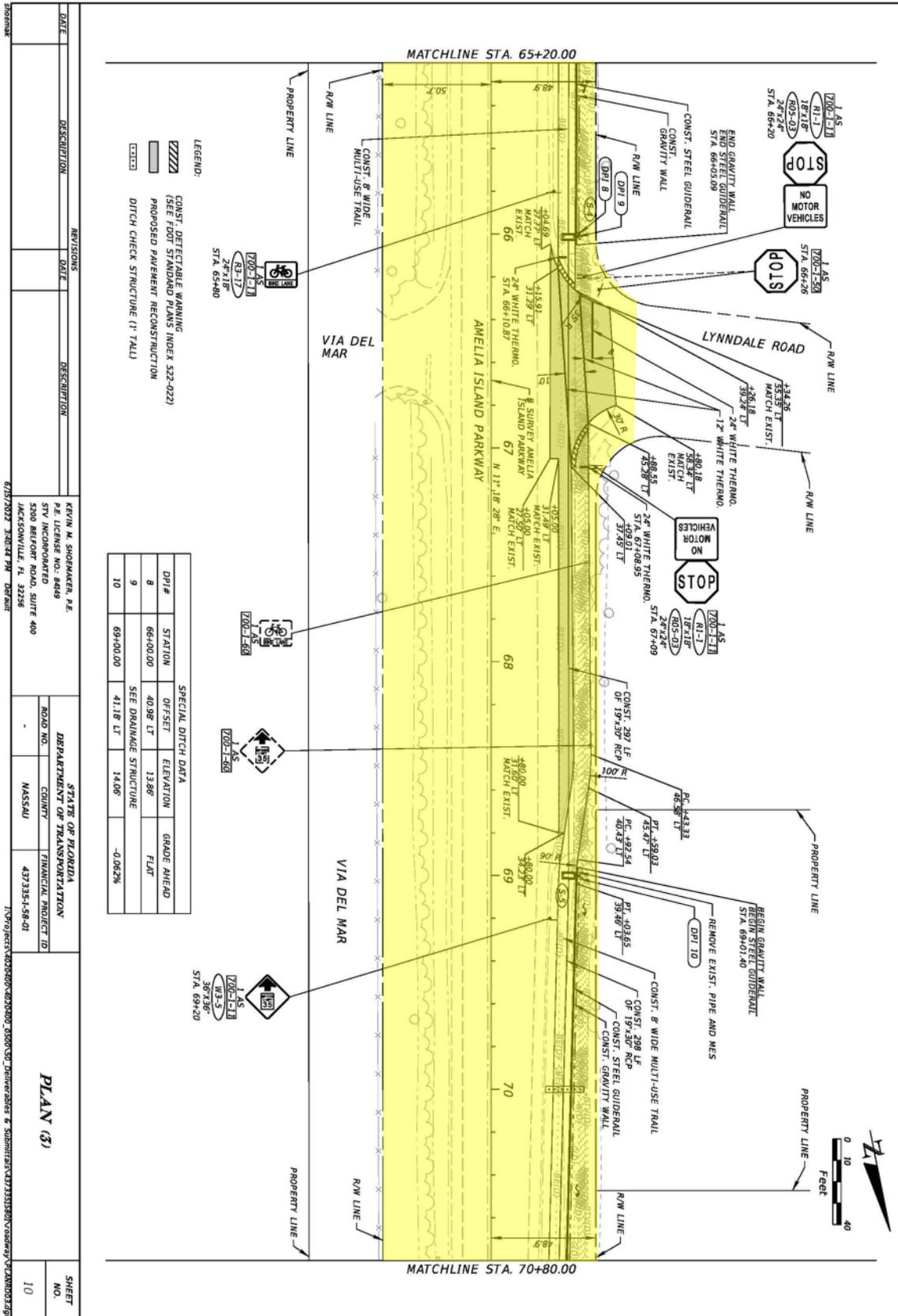
|          |                             |                              |
|----------|-----------------------------|------------------------------|
| DESIGNER | KEVIN M. SINGMASTER, P.E.   | STATE OF FLORIDA             |
| CHECKER  | P.E. LICENSE NO.: 8469      | DEPARTMENT OF TRANSPORTATION |
| DATE     | 500 BELFORT ROAD, SUITE 400 | COUNTY                       |
|          | JACKSONVILLE, FL 32256      | FINANCIAL PROJECT ID         |
|          |                             | 437335-1-58-01               |

|           |   |
|-----------|---|
| PLAN (2)  |   |
| SHEET NO. | 9 |

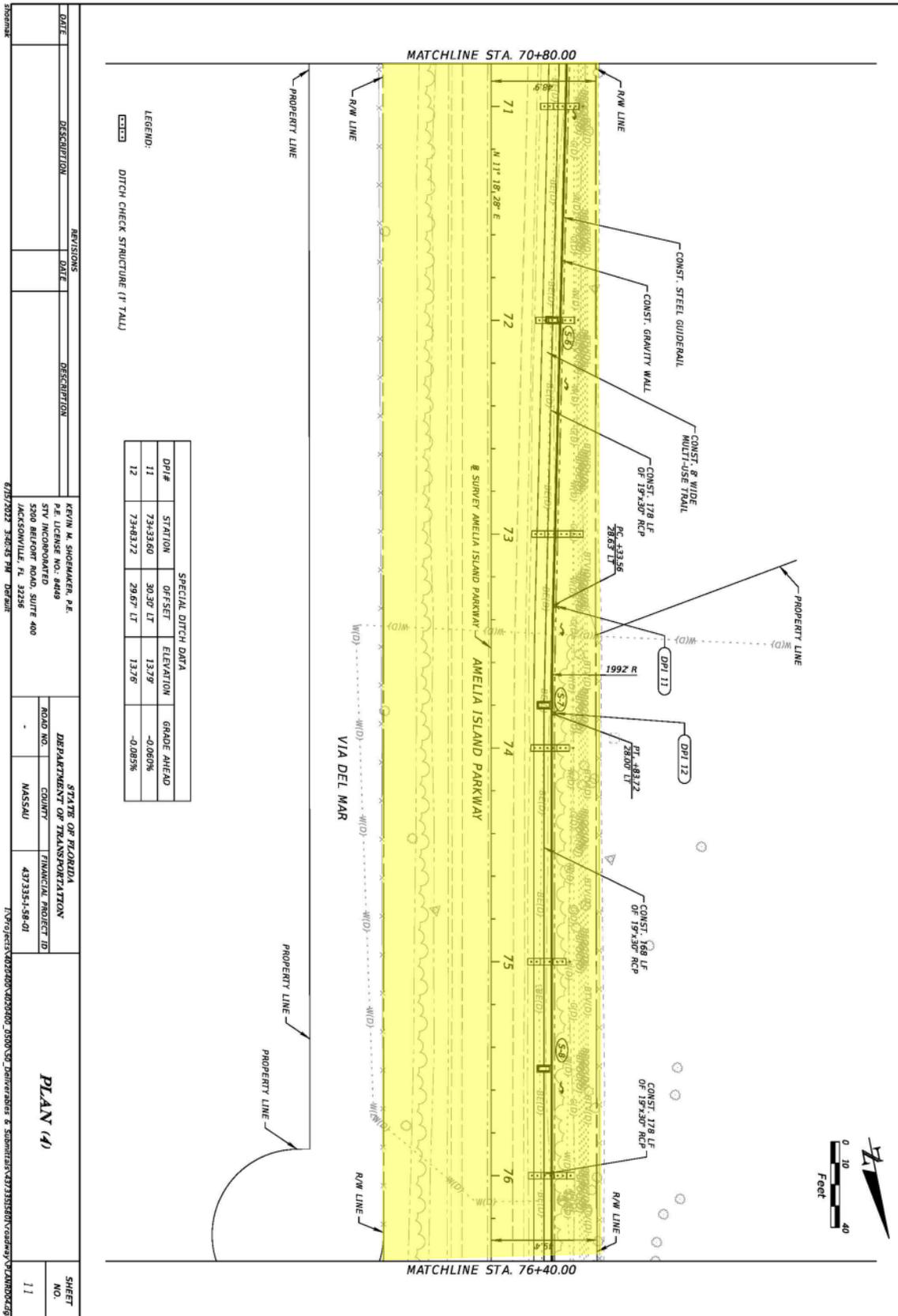
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

**EXHIBIT "B" Cont'd  
 Composite B-3 (437335-1)**



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**EXHIBIT "B" Cont'd  
 Composite B-4 (437335-1)**



LEGEND:  
 [Symbol] DITCH CHECK STRUCTURE (T TALU)

| SPECIAL DITCH DATA |          |           |           |             |
|--------------------|----------|-----------|-----------|-------------|
| DPI#               | STATION  | OFFSET    | ELEVATION | GRADE AHEAD |
| 11                 | 73+33.60 | 30.39' LT | 13.79'    | -0.060%     |
| 12                 | 73+83.22 | 29.67' LT | 13.76'    | -0.065%     |

| DATE | DESCRIPTION | REVISIONS | DATE | DESCRIPTION |
|------|-------------|-----------|------|-------------|
|      |             |           |      |             |

|          |                                 |                              |   |
|----------|---------------------------------|------------------------------|---|
| DESIGNER | REVIN M. SHUMAKER, P.E.         | STATE OF FLORIDA             |   |
|          | P.E. LICENSE NO.: 4849          | DEPARTMENT OF TRANSPORTATION |   |
|          | 5200 BRIDGEMOOR ROAD, SUITE 400 | COUNTY                       | NASSAU  |
|          | JACKSONVILLE, FL 32256          | FINANCIAL PROJECT ID         | 437335-1-58-01  |
|          | 6/11/2022 3:45:52 PM DES/AM     | INTEGRITY                    | 40292600_2500_00_20220608 & SUBMITTAL\437335158\COMPOSITE B-4\AM002.dwg |

|                              |                |  |
|------------------------------|----------------|--|
| ROAD NO.                     |                |  |
| DEPARTMENT OF TRANSPORTATION |                |  |
| COUNTY                       | NASSAU         |  |
| FINANCIAL PROJECT ID         | 437335-1-58-01 |  |

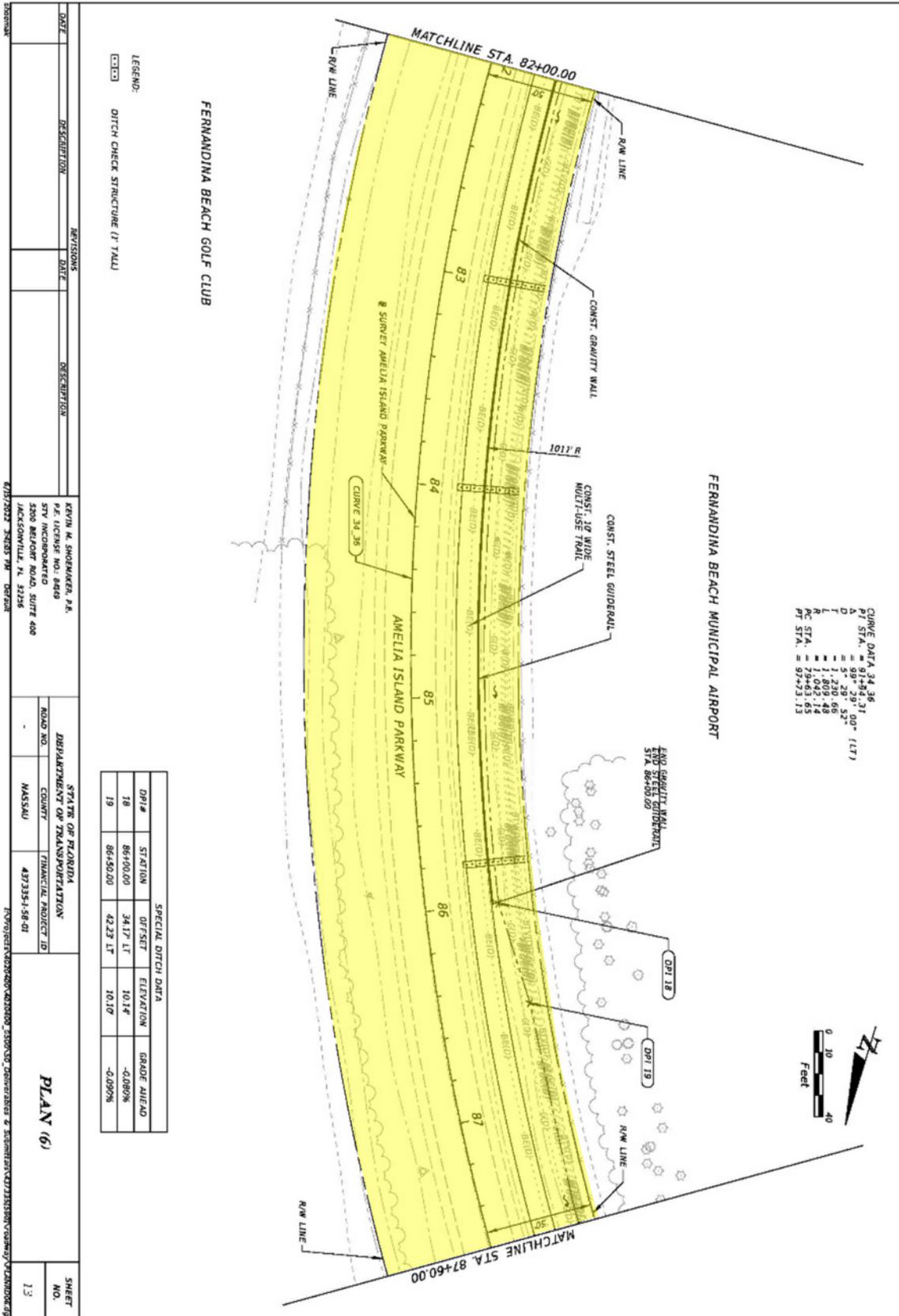
**PLAN (4)**

|           |    |
|-----------|----|
| SHEET NO. | 11 |
|-----------|----|

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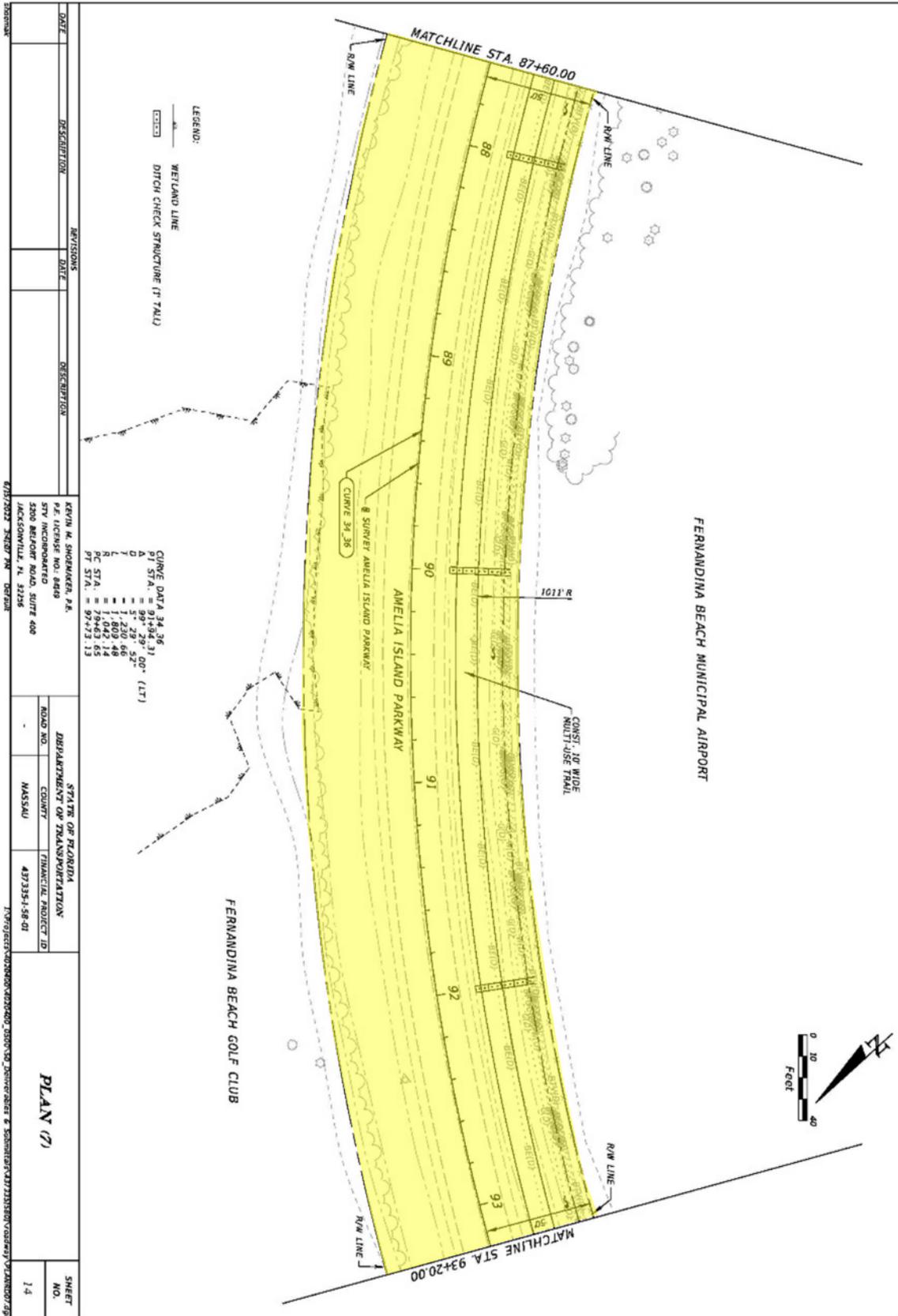


**EXHIBIT "B" Cont'd  
 Composite B-6 (437335-1)**



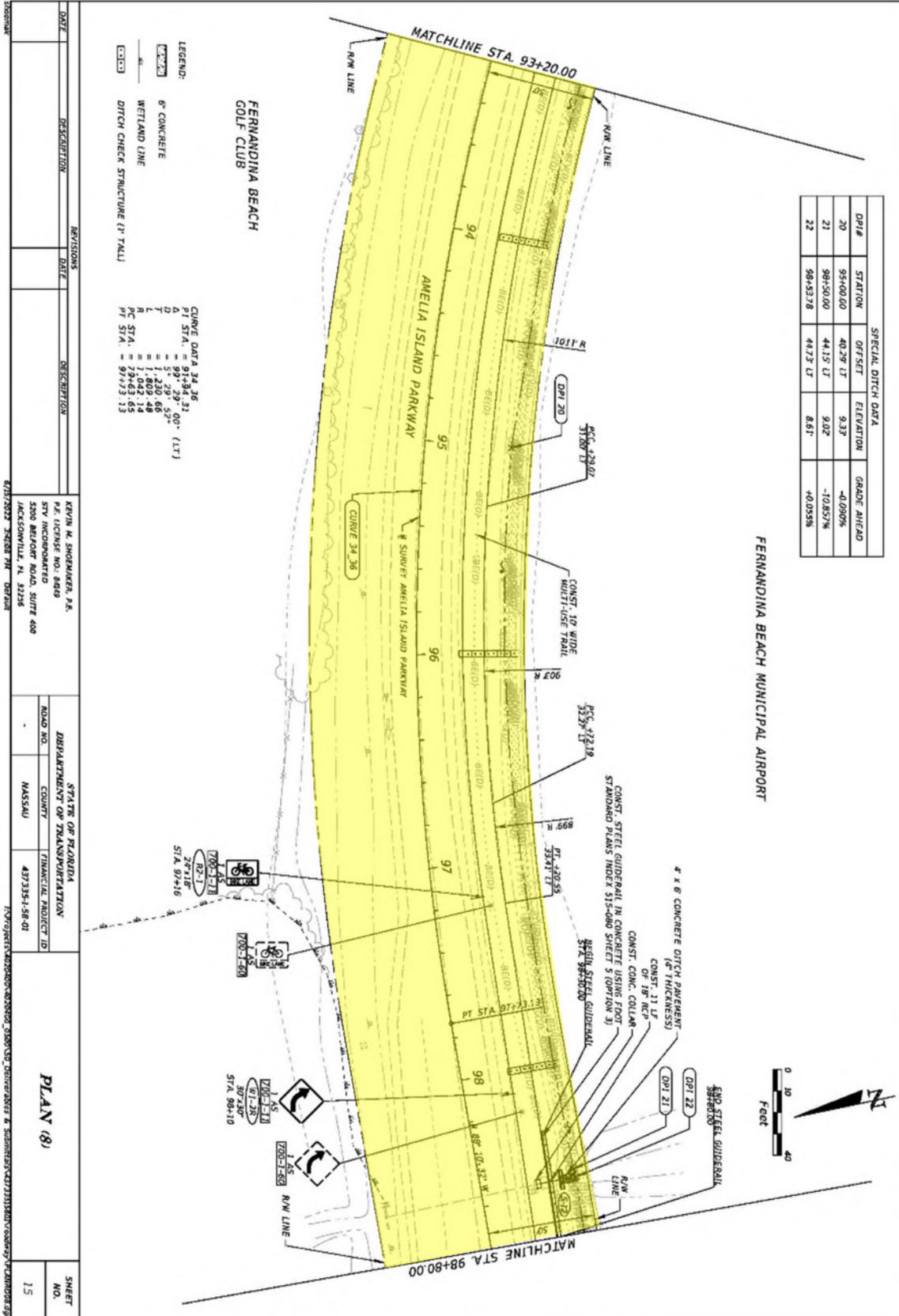
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

**EXHIBIT "B" Cont'd  
 Composite B-7 (437335-1)**

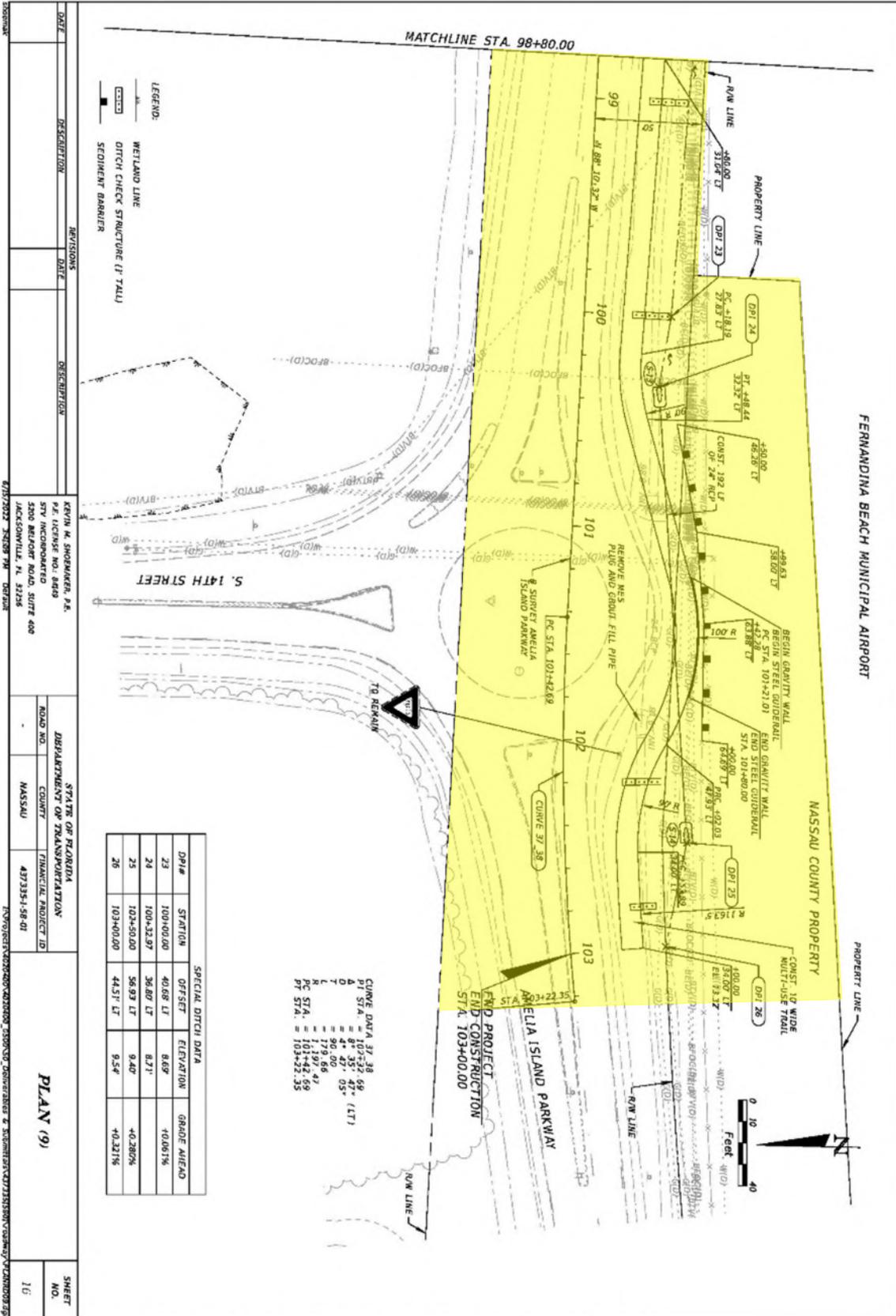


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**EXHIBIT "B" Cont'd  
 Composite B-8 (437335-1)**



**EXHIBIT "B" Cont'd**  
**Composite B-9 (437335-1)**



**SPECIAL DITCH DATA**

| DPI# | STATION   | OFFSET   | ELEVATION | GRADE AMTAD |
|------|-----------|----------|-----------|-------------|
| 23   | 100+00.00 | 40.68 LT | 8.69'     | +0.061%     |
| 24   | 100+32.97 | 36.80 LT | 8.71'     |             |
| 25   | 102+50.00 | 56.93 LT | 9.40'     | +0.280%     |
| 26   | 103+00.00 | 44.51 LT | 9.54'     | +0.211%     |

CURVE DATA 37.38  
 PI STA. = 107+32.69  
 A = 8° 35' 47" (LT)  
 T = 90.00  
 L = 179.66  
 PC STA. = 105+94.49  
 PT STA. = 103+22.35

| DATE | DESCRIPTION | REVISIONS | DATE | DESCRIPTION |
|------|-------------|-----------|------|-------------|
|      |             |           |      |             |

|  |  |                              |                |
|--|--|------------------------------|----------------|
| KEVIN M. SINGMASTER, P.E.<br>P.E. LICENSE NO. 8869<br>5300 BELFORT ROAD, SUITE 400<br>JACKSONVILLE, FL 32256 | STATE OF FLORIDA<br>DEPARTMENT OF TRANSPORTATION<br>FINANCIAL PROJECT ID | ROAD NO.<br>COUNTY<br>MASSAU | 437335-1-58-01 |
|--|--|------------------------------|----------------|

|   |  |                              |                |
|---|--|------------------------------|----------------|
| FINANCIAL PROJECT ID: 437335-1-58-01<br>PROJECT NAME: TRAIL | STATE OF FLORIDA<br>DEPARTMENT OF TRANSPORTATION<br>FINANCIAL PROJECT ID | ROAD NO.<br>COUNTY<br>MASSAU | 437335-1-58-01 |
|---|--|------------------------------|----------------|

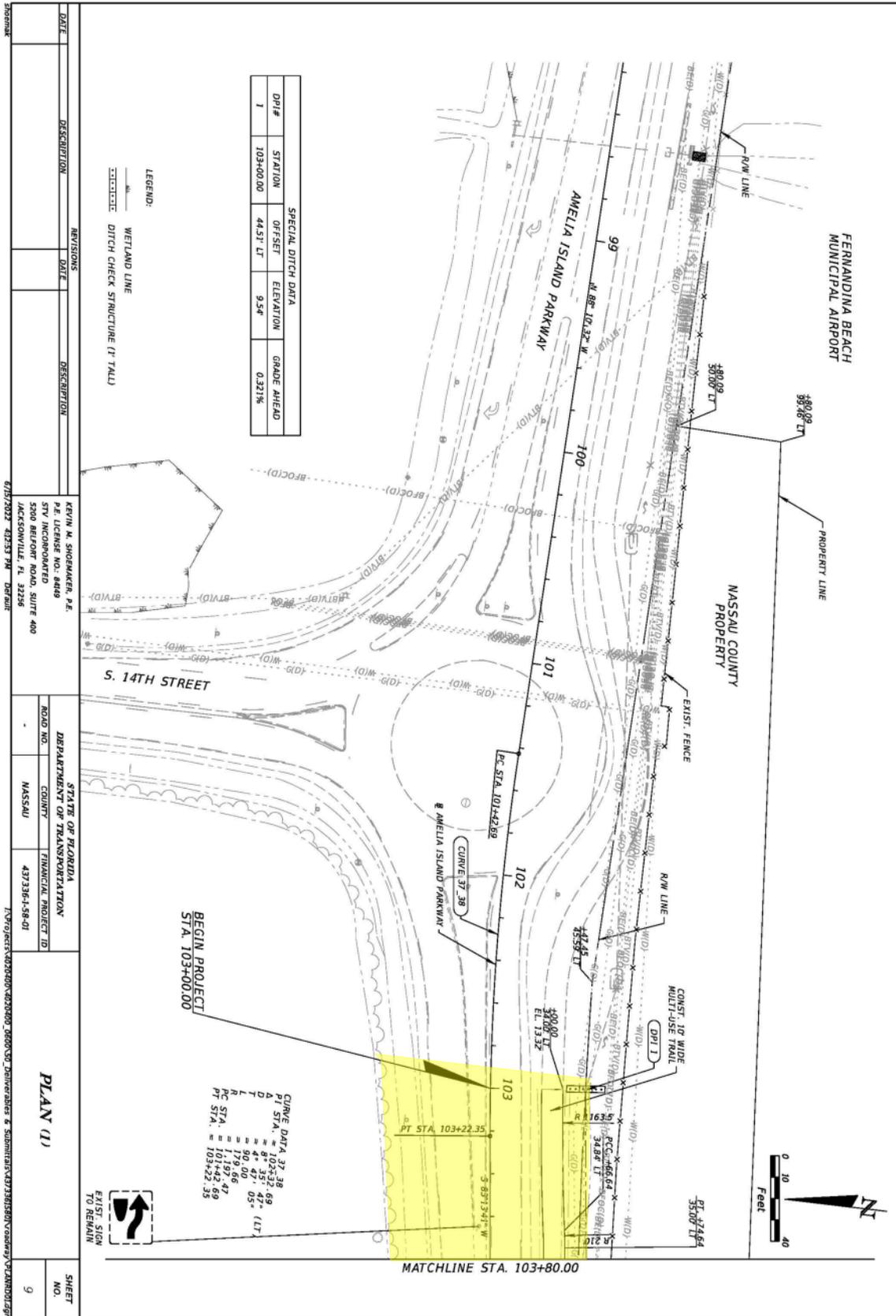
  

**PLAN (9)**

SHEET NO. 16

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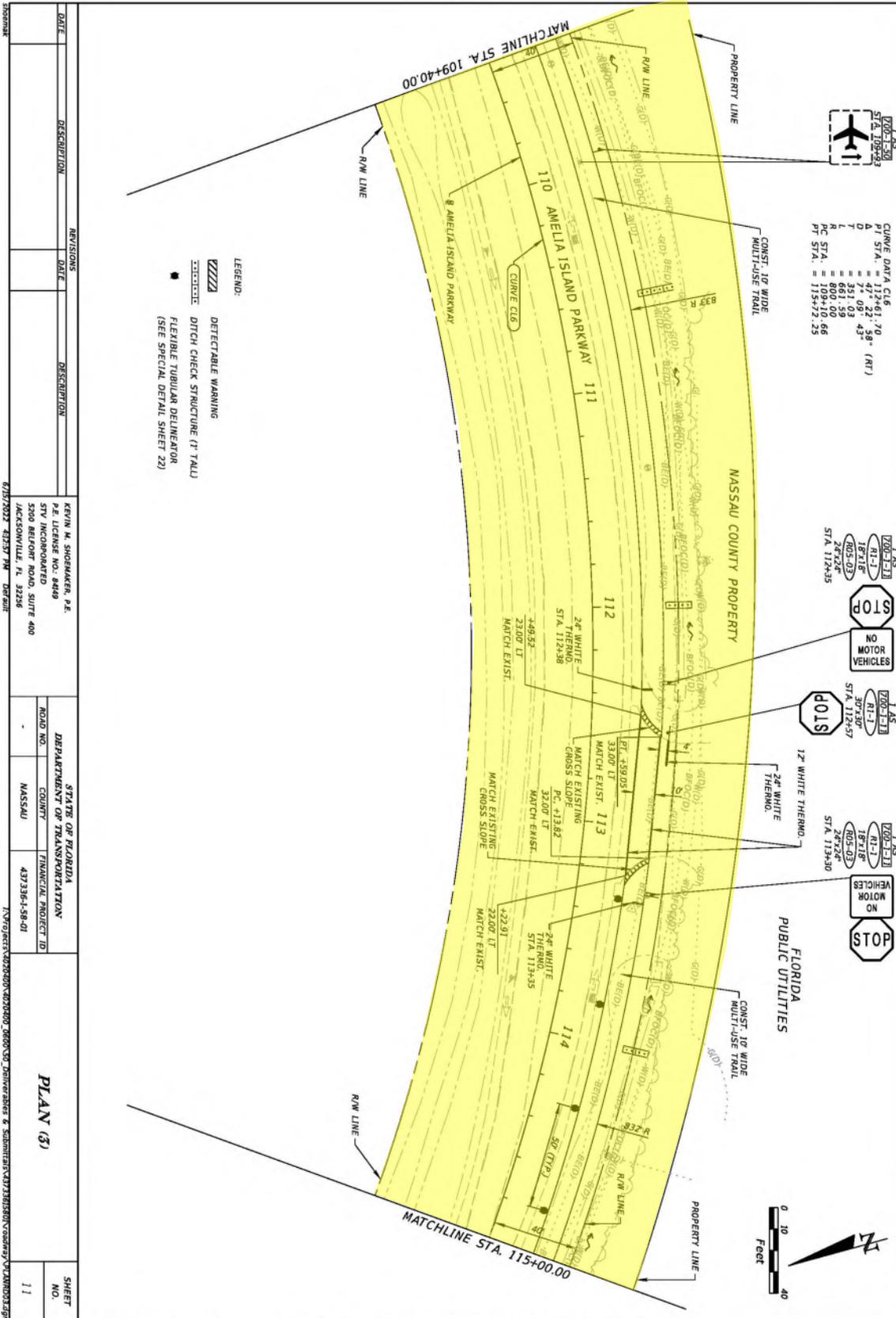
**EXHIBIT "B" Cont'd  
 Composite B-10 (437336-1)**



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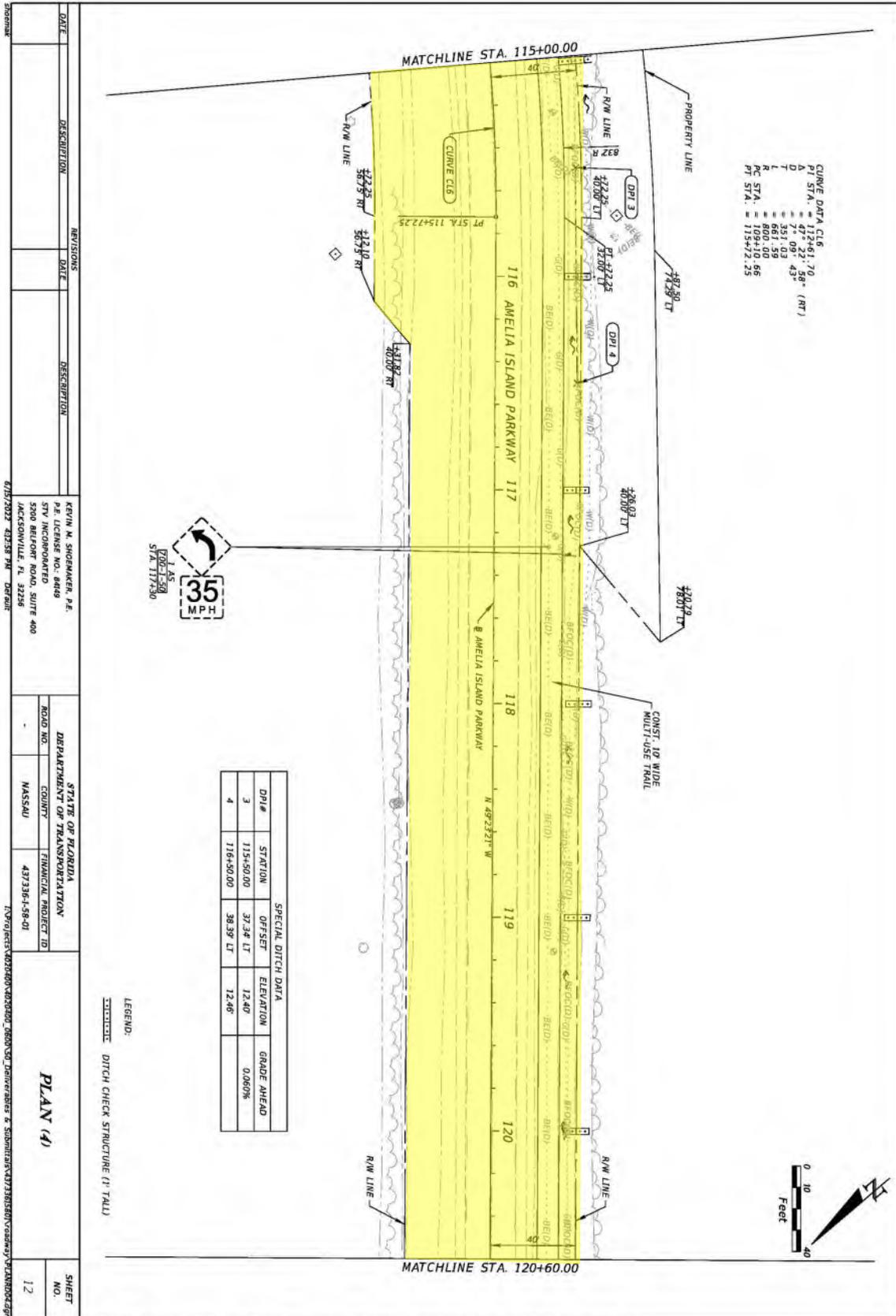


**EXHIBIT "B" Cont'd  
 Composite B-12 (437336-1)**



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**EXHIBIT "B" Cont'd  
 Composite B-13 (437336-1)**



**CURVE DATA C16**  
 P STA = 112661.70  
 Δ = 47°22'58" (RT)  
 D = 75.091 43'  
 L = 661.59  
 RC STA = 800.00  
 PT STA = 105415.55

| SPECIAL DITCH DATA |           |           |           |
|--------------------|-----------|-----------|-----------|
| DPI#               | STATION   | OFFSET    | ELEVATION |
| 3                  | 115+50.00 | 37.34' LT | 12.40'    |
| 4                  | 116+50.00 | 38.39' LT | 12.48'    |

LEGEND:  
 DITCH CHECK STRUCTURE (T) TRAIL

| DATE | DESCRIPTION | REVISIONS | DATE | DESCRIPTION |
|------|-------------|-----------|------|-------------|
|      |             |           |      |             |

|                        |                   |                              |
|------------------------|-------------------|------------------------------|
| DESIGNER               | DATE              | DESCRIPTION                  |
| KEVIN M. SHOOKER, P.E. | 4/17/2023         | 437336-1-58-01               |
| P.E. LICENSE NO. 8816  | STY. INCORPORATED | 5200 BELFORT ROAD, SUITE 400 |
| JACKSONVILLE, FL 32216 |                   |                              |

| STATE OF FLORIDA |                      | DEPARTMENT OF TRANSPORTATION |  |
|------------------|----------------------|------------------------------|--|
| COUNTY           | FINANCIAL PROJECT ID | ROAD NO.                     |  |
| MASSAU           | 437336-1-58-01       |                              |  |

PROJECT NUMBER: 437336-1-58-01

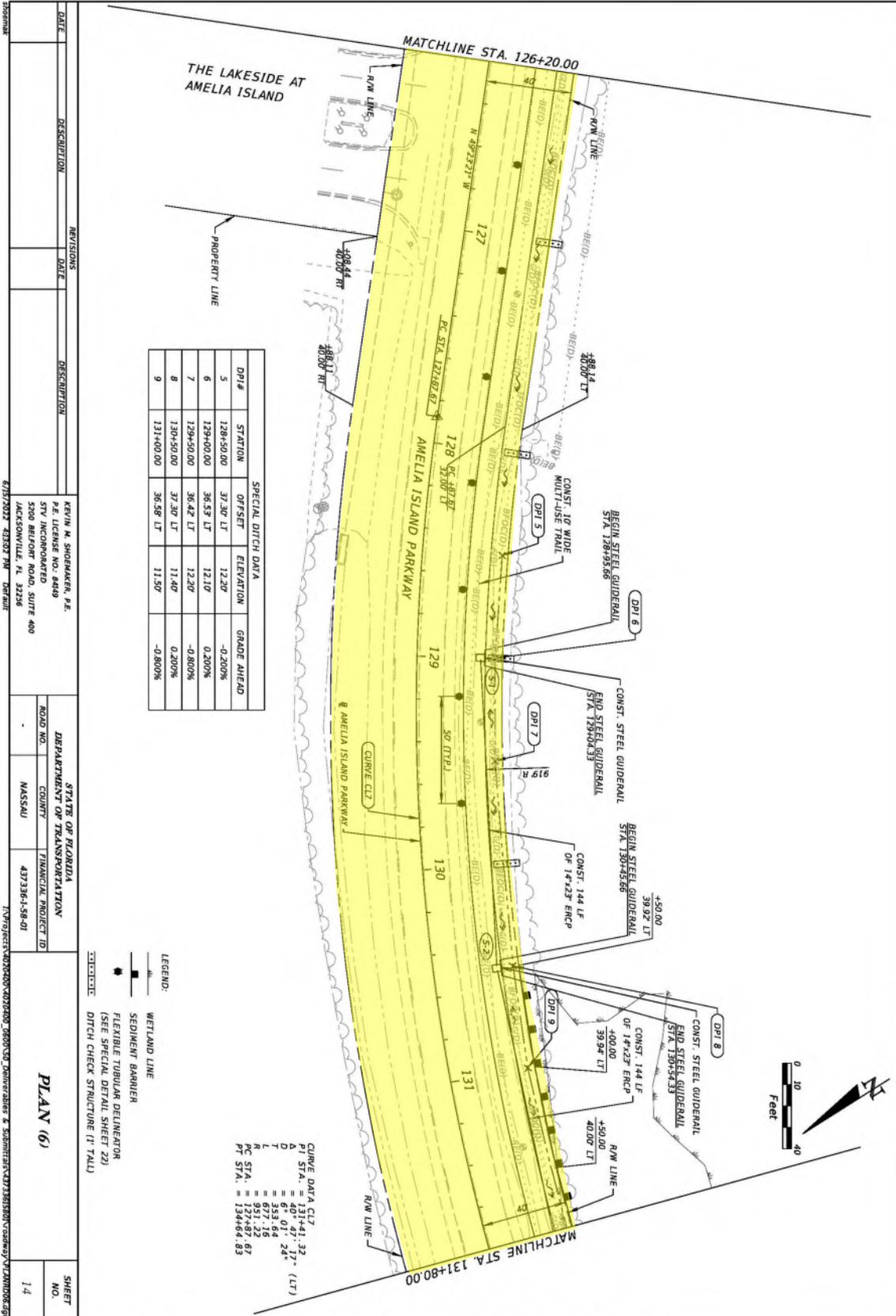
  

|           |    |
|-----------|----|
| SHEET NO. | 12 |
|-----------|----|

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

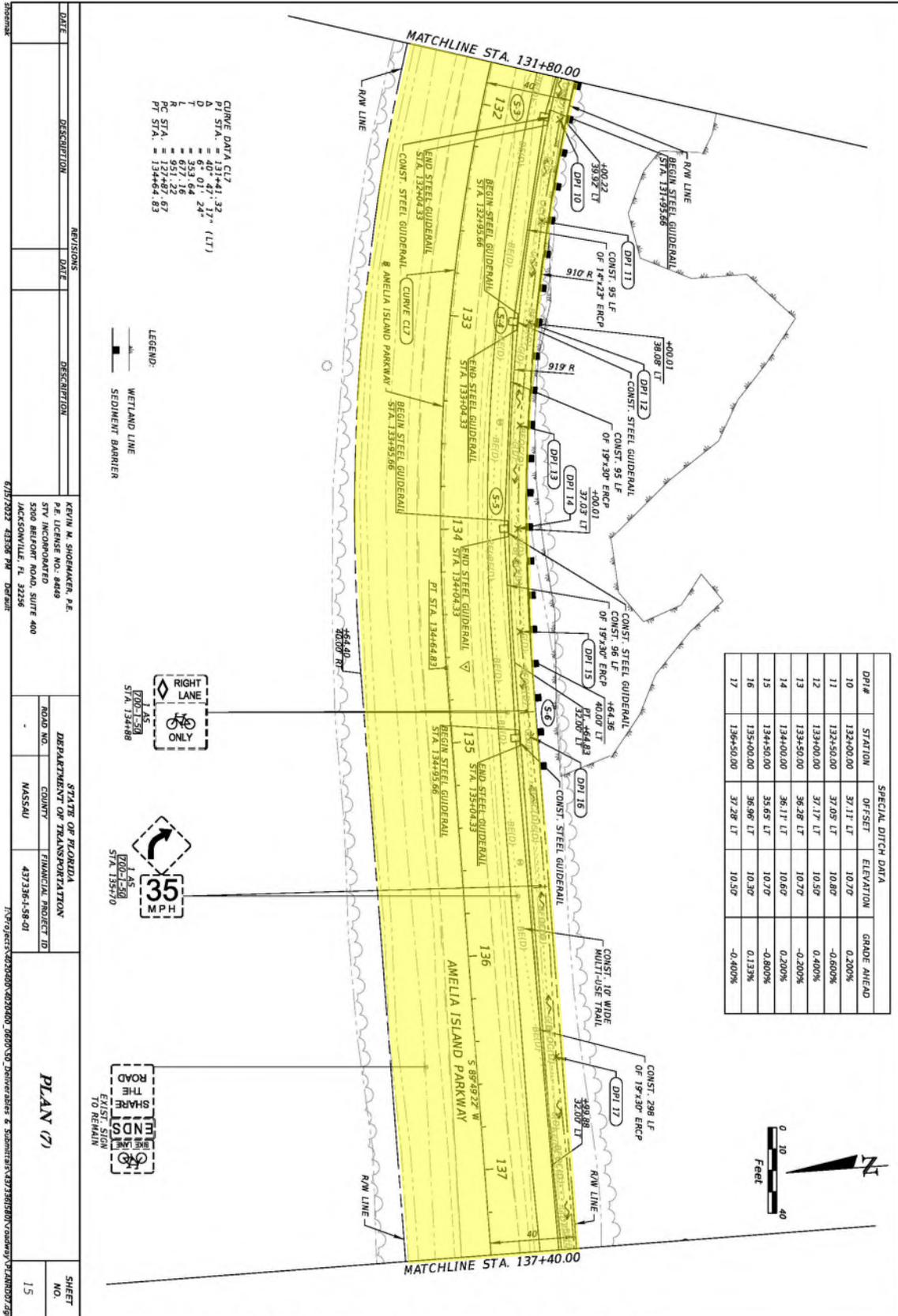


**EXHIBIT "B" Cont'd  
 Composite B-15 (437336-1)**



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**EXHIBIT "B" Cont'd**  
**Composite B-16 (437336-1)**

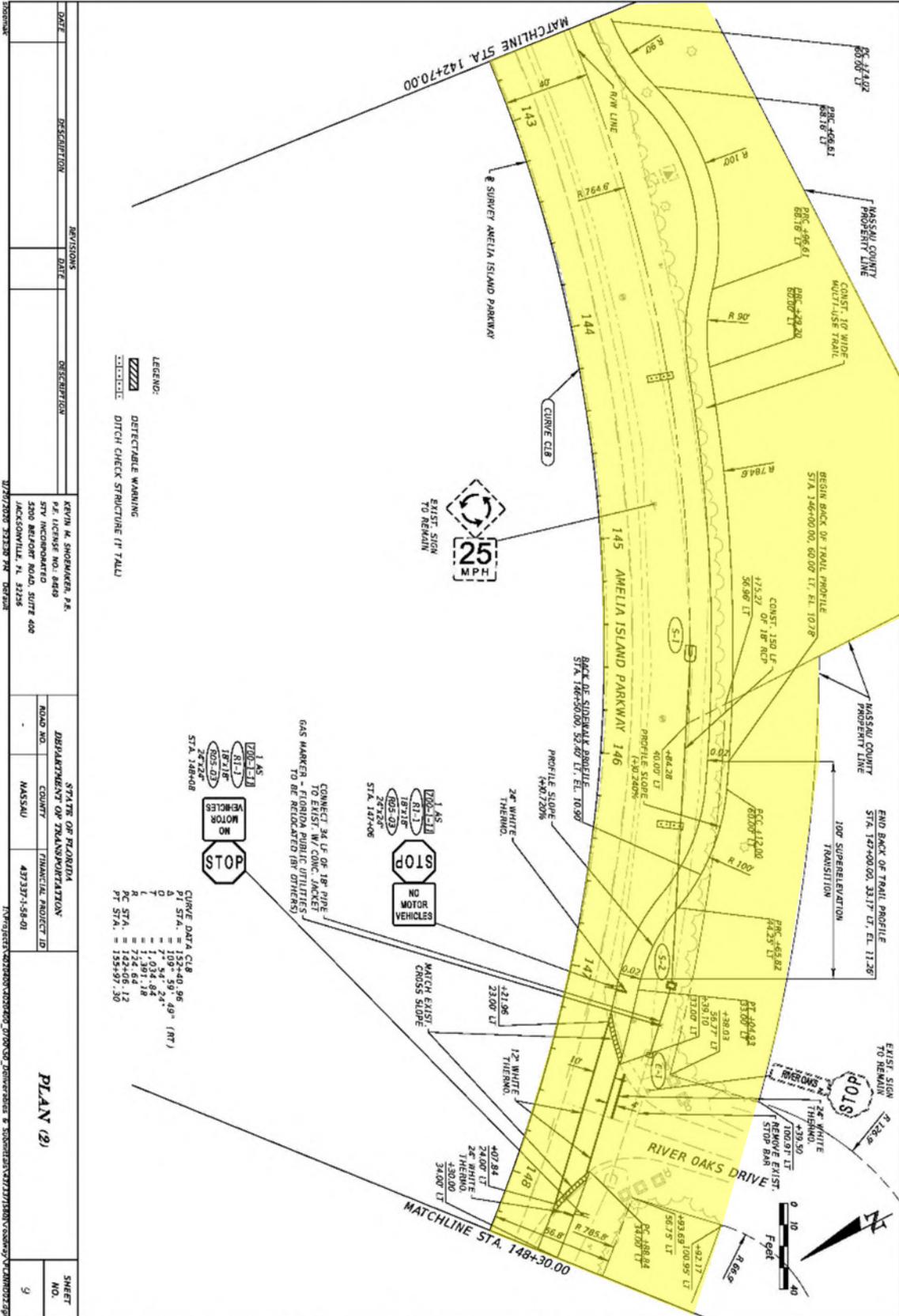


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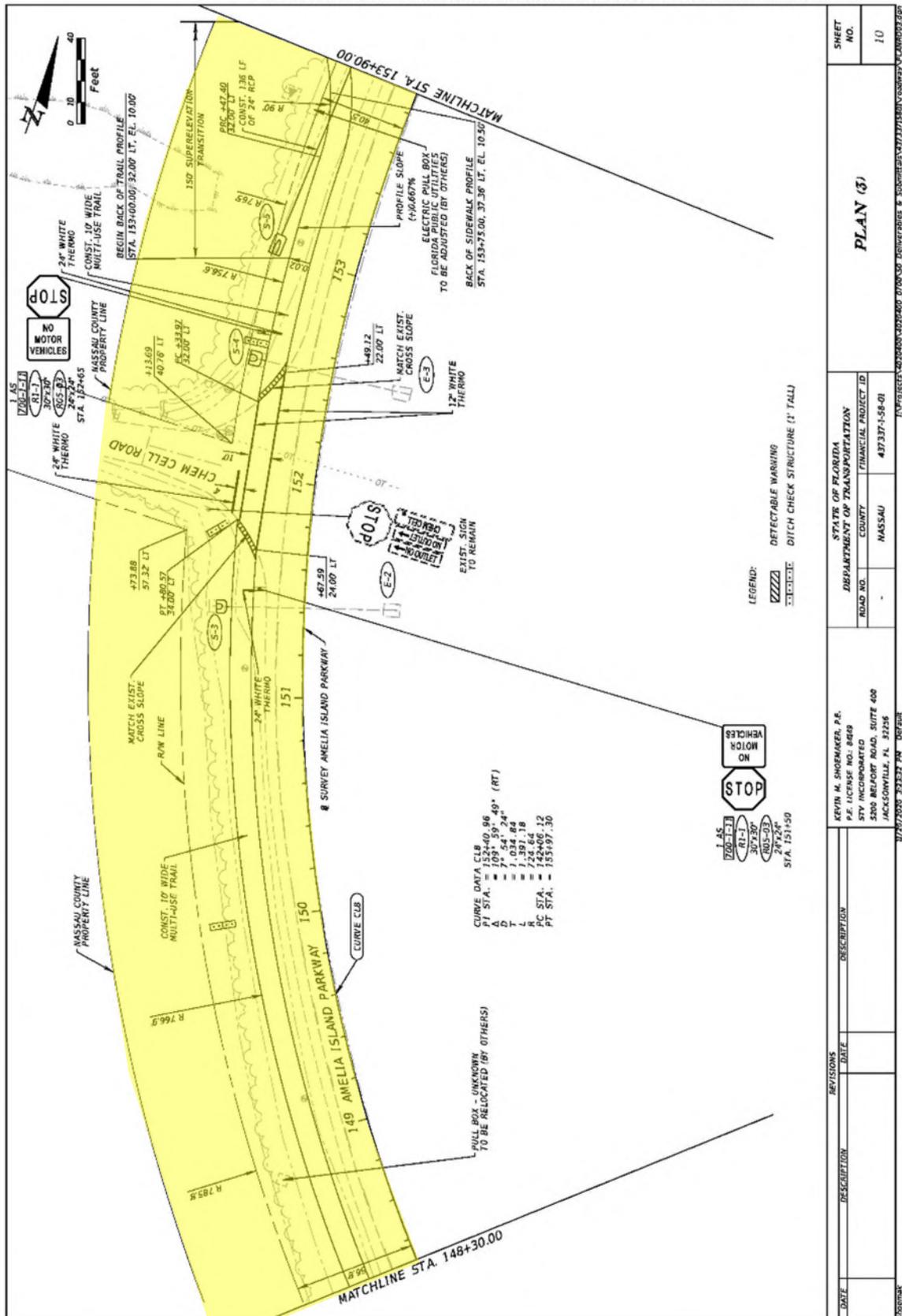


**EXHIBIT "B" Cont'd  
 Composite B-19 (437337-1)**



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**EXHIBIT "B" Cont'd  
 Composite B-20 (437337-1)**



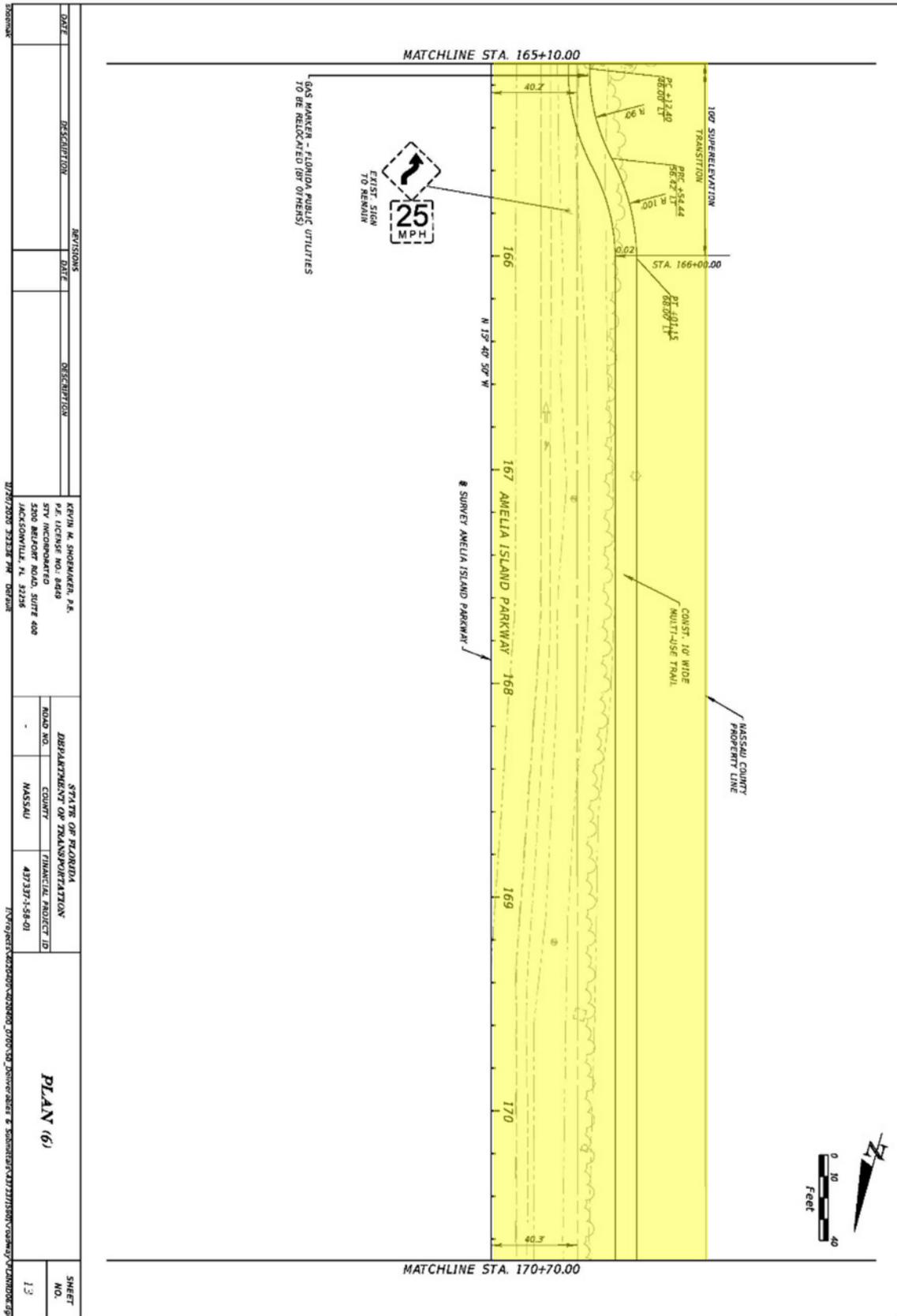
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

|  |             |                                   |      |
|--|-------------|-----------------------------------|------|
| SHEET NO. 10   |             | PLAN (3)                          |      |
| STATE OF FLORIDA<br>DEPARTMENT OF TRANSPORTATION   |             | FINANCIAL PROJECT ID              |      |
| ROAD NO.   | COUNTY      | FINANCIAL PROJECT ID              |      |
|  | FLORIDA     | 437337-1-58-01                    |      |
| KEVIN M. SHORPMEYER, P.E.<br>P.E. LICENSE NO. 8869<br>SIV INCORPORATED<br>5200 BELFORT ROAD, SUITE 400<br>JACKSONVILLE, FL 32256 |             | DRAWN BY: 202203 232327 PN INSPER |      |
| DATE   | DESCRIPTION | REVISIONS                         | DATE |
|  |             |                                   |      |

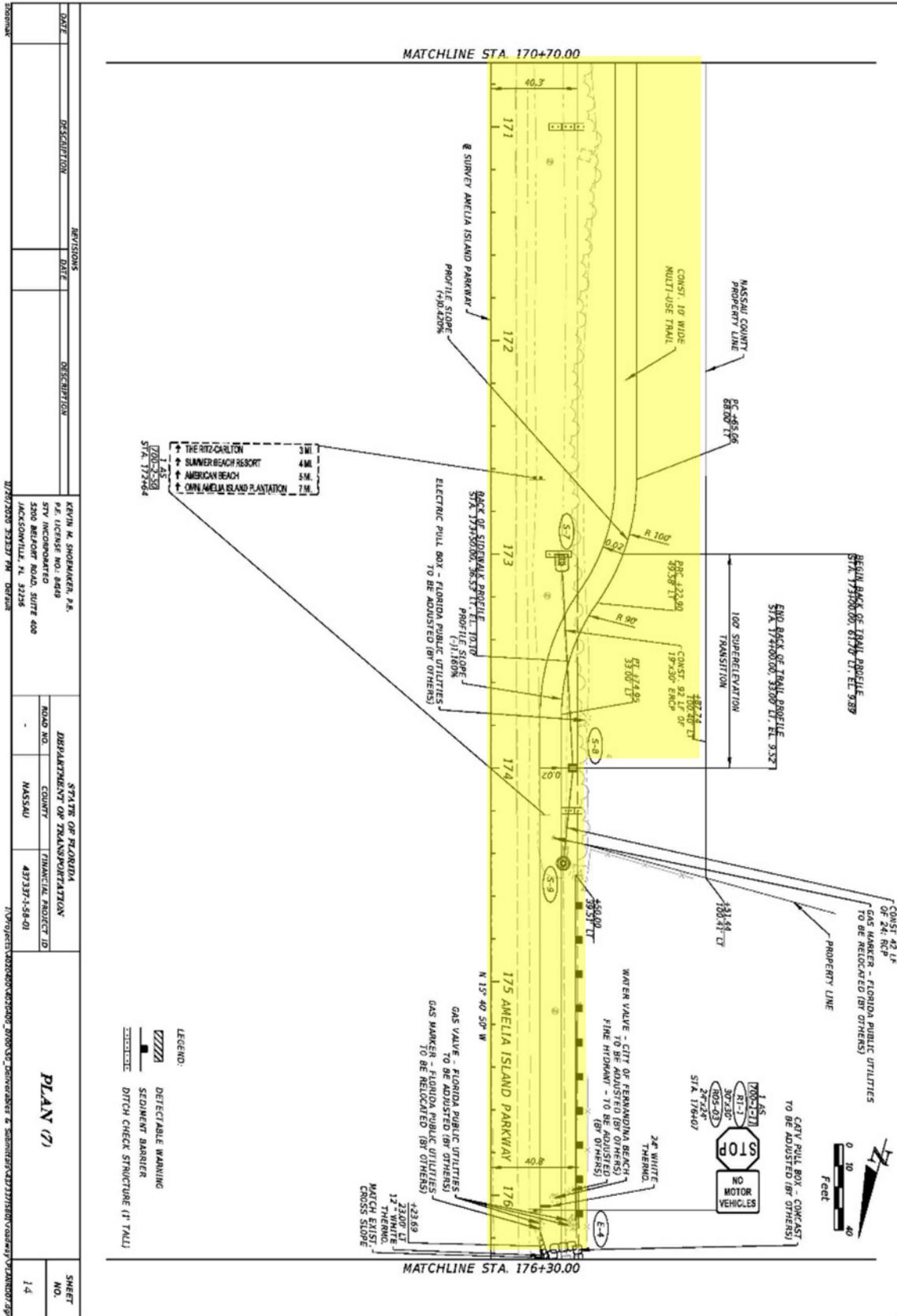




**EXHIBIT "B" Cont'd**  
**Composite B-23 (437337-1)**

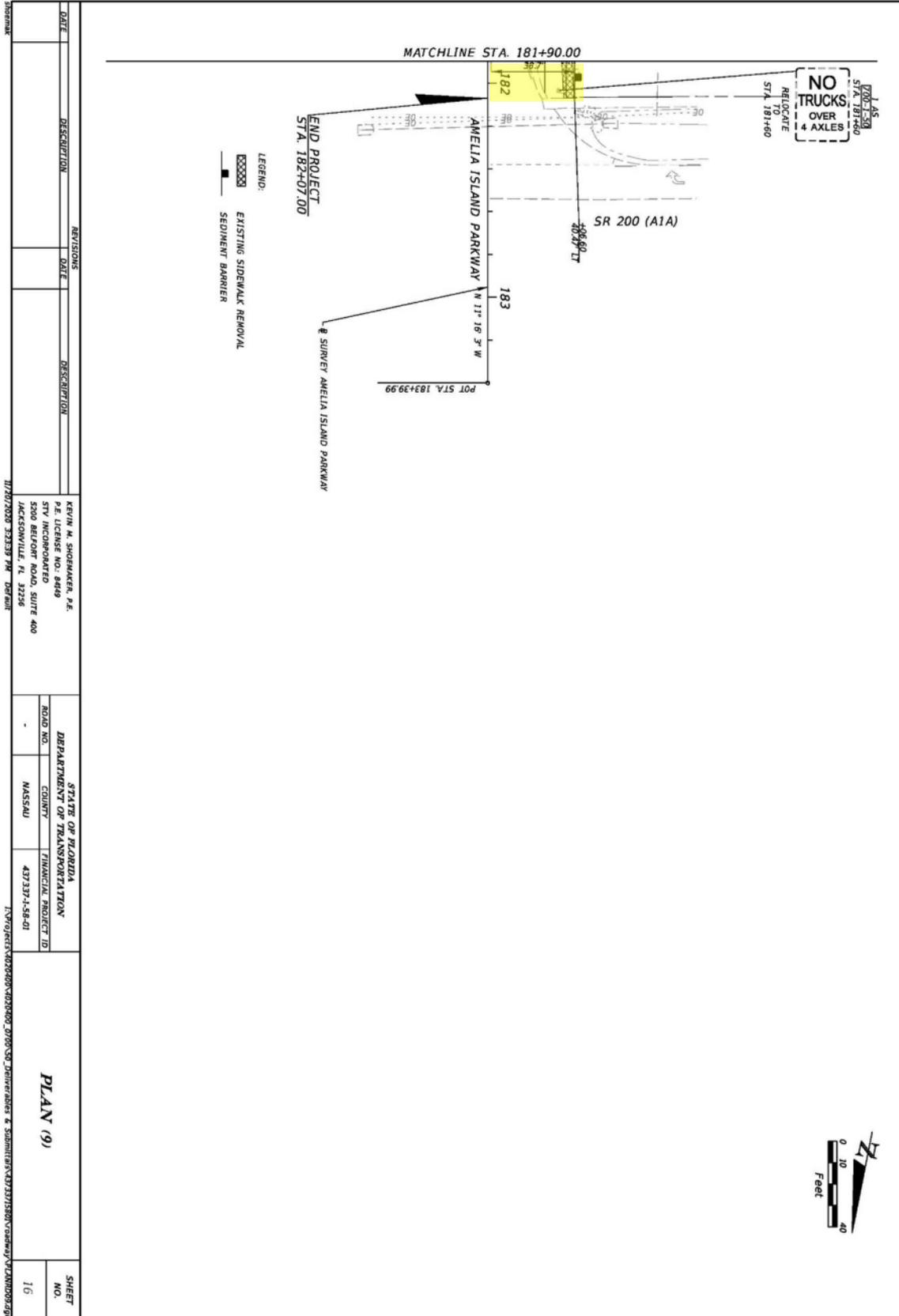


**EXHIBIT "B" Cont'd**  
**Composite B-24 (437337-1)**





**EXHIBIT "B" Cont'd  
 Composite B-26**



| DATE | DESCRIPTION | REVISIONS | DATE | DESCRIPTION |
|------|-------------|-----------|------|-------------|
|      |             |           |      |             |

|   |  |  |  |
|---|--|--|--|
| KEVIN M. SPOONAKER, P.E.<br>P.E. LICENSE NO.: 8819<br>5200 BELFORT ROAD, SUITE 400<br>JACKSONVILLE, FL 32256<br>1/17/2023 2:33:37 PM TDRM16 |  | STATE OF FLORIDA<br>DEPARTMENT OF TRANSPORTATION<br>ROAD NO. _____<br>COUNTY MASSAU<br>FINANCIAL PROJECT ID 437337-1-58-01 |  |
| <b>PLAN (9)</b>   |  | SHEET NO. 16   |  |

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

**EXHIBIT "C"**  
**Previously Executed LAP Agreement**

DocuSign Envelope ID: 4E7FE843-B1BC-49A6-8677-AF8E4DEC623B

DocuSign Envelope ID: A1100E03-302E-4A0A-AB03-1E010E240493

Financial Project Id. No.: 437334-1-58-01  
Federal Id. No.: D220-075-B  
Project Description: Amelia Island Trail from Fletcher Ave to Via Del Rey Road  
On/Off System Agency Construct & Maintain

CM3024

**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, Florida ("Agency").

1. The term "Property" shall collectively refer to certain real property located in Nassau County, Florida, portions of which are owned by the Agency, known as Amelia Island Parkway ("Agency Property") and highlighted in green, and portions of which are owned by the Department and known as State Road A1A/South Fletcher Avenue ("SR A1A") ("Department Property") and highlighted in red, more particularly shown in attached Exhibit "A"; and
2. The term "Multi-Use Trail" means and shall refer to the construction of an approximately 1 mile long and approximately 10-foot-wide asphalt/concrete bike path/trail including, without limitation, all signage and pavement markings, drainage pipe/structures and other drainage features, gravity wall, road widening, and ADA improvements, highlighted in blue on Exhibit "B", Composite B-1 through B-9, commencing at the SR A1A and extending approximately one (1) mile to Via Del Rey Road; and
3. The Agency requested construction of the Multi-Use Trail, and the Department is amenable to this request in accordance with the terms and conditions of this Agreement; and
4. For purposes of this agreement, "On-System Improvements" means and shall refer to the portion of the Multi-Use Trail constructed on the Department Property, as more particularly shown in red on Exhibit "B" Composite B-1; and
5. For purposes of this agreement, "Off-System Improvements" means and shall refer to the portion of the Multi-Use Trail constructed on the Agency Property, as more particularly shown in blue on Exhibit "B" Composite B-2 to B-9; and
6. The Department shall fund construction of the Multi-Use Trail, which is wholly contingent upon appropriation of funds to the Department, by and through execution of a separate Local Agency Program Agreement ("LAP"), executed by and between the parties on April 28, 2021, and attached as Exhibit "C"; and
7. The Agency shall construct the Multi-Use Trail on the Property; and
8. Upon completion of construction, the Department shall own, operate, maintain and repair the portion of the Multi-Use Trail located on the Department Property and all On System Improvements; and
9. Upon completion of construction, the Agency shall own and perpetually operate, maintain, and repair the portion of the Multi-Use Trail located on the Agency Property and all Off-System Improvements; and
10. The Agency by Resolution 2021-159 dated 8-9-21 authorizes its representative to enter into this Agreement, see attached Exhibit "D".

**NOW THEREFORE**, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the foregoing 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 the attached exhibits are specifically incorporated herein 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

**EXHIBIT "C" Cont.'d  
Previously Executed LAP Agreement**

DocuSign Envelope ID: 4E7FE843-B1BC-49A6-8677-AF8E4DEC823B

DocuSign Envelope ID: 4E7FE843-B1BC-49A6-8677-AF8E4DEC823B

Financial Project Id. No. 437334-1-58-01  
Federal Id. No. D220-075-B  
Project Description: Amelia Island Trail from Fletcher Ave to Via Del Rey Road  
On/Off System Agency Construct & Maintain

CM3024

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**

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. PRECONSTRUCTION ACTIVITIES**

The Department is hereby authorized to act on the Agency's behalf and engage in various preconstruction activities related to the Improvement. The Department is under no obligation to engage in preconstruction activities and the decision to do so shall be within the Department's sole discretion. Preconstruction activities include, by way of example and without limitation, the acquisition of right of way or assistance in obtaining various permits. In those instances where the Department acquires right of way or a permit on behalf of the Agency, regardless of whether the Department or the Agency provides the funding, the Agency shall immediately accept the right of way or permit upon delivery by the Department without condition or delay.

**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. CONSTRUCTION**

A. The Agency shall furnish the Department's Local Maintenance Engineer ("LME") with four (4) signed and sealed copies of the construction plans and specifications for the Multi-Use Trail ("Plans and Specifications") prepared by a Florida registered professional engineer, or landscape architect providing

**EXHIBIT "C" Cont.'d  
Previously Executed LAP Agreement**

DocuSign Envelope ID: 4E7FE643-B1BC-49A6-8577-AF8E4DE C623B

UNAWAITED CANCELLATION OF CONTRACT

Financial Project Id. No.: 437334-1-58-01  
Federal Id. No.: D220-075-R  
Project Description: Amelia Island Trail from Fritscher Ave to Via Del Rey Road  
On/Off System Agency Construct & Maintain

CM3024

professional services pursuant to Chapter 481, Florida Statutes, together with a construction schedule ("Construction Schedule") and such other documentation as the Department may require.

B. The Agency shall not commence construction of the Multi-Use Trail until such time as the LME issues final written approval of the Plans and Specifications and Construction Schedule for the Multi-Use Trail via issuance of one or more appropriate Department permits.

C. The Agency shall not make any changes to the approved Plans and Specifications for the Multi-Use Trail without the prior written approval of the LME. Changes to the approved Plans and Specifications for the Improvements absent the prior written approval of the LME shall be deemed a material breach of this Agreement.

D. The Agency shall provide the Department with a minimum of seventy-two (72) hours prior written notice of its intent to commence construction of the Multi-Use Trail.

E. The Agency shall complete construction of the Multi-Use Trail in accordance with the Construction Schedule and shall provide the Department's LME with written notice of completion of construction of the Multi-Use Trail, including, final as-built plans and an engineering certificate that construction was completed in accordance with the Plans and Specifications. Thereafter, the LME, or designee, shall perform a final inspection. If the construction is in compliance with the Plans and Specifications and applicable Governmental Law, the Department shall issue a final acceptance letter ("Final Acceptance"). In determining compliance with applicable Governmental Law, the Department may defer to the appropriate local, state, federal, administrative, regulatory or environmental entity. The Department shall notify the Agency in writing if the construction is deficient or not in compliance with the Plans and Specifications and applicable Governmental Law. Thereafter, the Agency shall have thirty (30) days from the date of the Department's written notice, or such other time as the Department and the Agency mutually agree in writing to correct the deficiency and provide the Department with written notice of the same. The Department shall not issue its Final Acceptance until the deficiency/non-compliance is corrected.

F. If the deficiency is not corrected timely, or if the Department determines that the construction remains deficient or non-compliant after receipt of the Agency's written notice indicating that the deficiency has been corrected, the Department, within its discretion, may: (1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to complete correction of the deficiency; (2) require the Agency to remove the Multi-Use Trail and restore the Department Property pursuant to the "Removal" section of this Agreement; or (3) correct the deficiency at the Agency's sole cost and expense. Should the Department elect to correct the deficiency, the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

G. The Plans and Specifications, Construction Schedule, final as-built plans and engineering certificate for the Multi-Use Trail are incorporated herein and made part of this Agreement by reference.

**11. FEDERAL NON-PARTICIPATION/FUNDING**

A. The parties agree that any Multi-Use Trail 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 GEI 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.

**EXHIBIT "C" Cont.'d  
Previously Executed LAP Agreement**

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Financial Project Id. No.: 437334-1-58-01  
Federal Id. No.: D222-075-B  
Project Description: Amelia Island Trail from Fletcher Ave to Via Del Rey Road  
Div/Off System Agency Construct & Maintain

CM3024

- 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.
- 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.

**12. OPERATION, MAINTENANCE & REPAIR (OFF-SYSTEM IMPROVEMENTS)**

A. The Agency shall own, operate, maintain, and repair the Multi-Use Trail located on the Agency Property and all Off-System 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 acknowledges and agrees that the Department will require the Agency to maintain Multi-Use Trail located on the Agency Property and all Off-System Improvements, according to the Department standards, which include, without limitation, the Americans with Disabilities Act, Design Standards, and the Standard Specifications, and as amended from time to time.

C. Maintenance items to be maintained by the Agency shall include, without limitation and as applicable, the following: vegetation management, repair of slopes/erosion, removal of graffiti, gravity walls, traffic barriers, railings, signing, pavement markings, pedestrian/bicycle signals, aesthetic features, and all other features of the Multi-Use Trail constructed pursuant to this Agreement. The Agency shall maintain pavement surfaces free from residue accumulation, algae, vegetation, and other slip or trip hazards. The Agency shall trim landscaping, mow, sweep, edge and provide weed control for the entirety of the Multi-Use Trail as identified in Exhibit B.

D. The Agency shall pay all utility bills associated or related to lighting, signals, or irrigation for the Multi-Use Trail Project.

E. The Agency shall conduct an annual inspection of the Multi-Use Trail located on the Agency Property and all Off-System Improvements to ensure that any and all safety deficiencies are immediately addressed, and at such time as the Multi-Use Trail Project located on the Agency Property is at the end of its useful life, the Agency shall prioritize the replacement or reconstruction of the Multi-Use Trail Project located on the Agency Property as if it was a new project.

F. The Agency shall ensure the safety of the Public by repairing slope erosion and maintaining signs, sign poles, striping, pavement symbols, traffic markings, detectable warning surfaces, pavers, crosswalks, walls, railings, pedestrian/bicycle signals and any other safety features within the Multi-Use Trail located on the Agency Property and all Off-System Improvements corridor in accordance with Department standards. The

437334-1 Amelia Island Multi-Use Trail 07-02-2021

Page 4



**EXHIBIT "C" Cont.'d  
Previously Executed LAP Agreement**

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Financial Project Id. No.: 437334-1-58-01  
Federal Id. No.: D222-075-B  
Project Description: Amelia Island Trail from Fletcher Ave to Via Del Rey Road  
On/Off System Agency Construct & Maintain

CM3024

**15. INDEMNIFICATION**

A. To the extent permitted by law, 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<br>Attention: Jacksonville Maintenance Engineer<br>Jacksonville Maintenance Office<br>838 Ellis Road<br>Jacksonville, Florida 32205 |
| Agency:    | Nassau County<br>Attention: County Engineer<br>96135 Nassau Place, Suite 1<br>Yulee, FL 32097  |

**18. GOVERNING LAW**

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

**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

437334-1 Amelia Island Multi-Use Trail 07-02-2021

Page 6



**EXHIBIT "C" Cont.'d  
Previously Executed LAP Agreement**

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DocuSign Envelope ID: 4E7FE843-B1BC-49A6-8677-AF8E4DEC623B

Financial Project Id. No.: 437334-1-58-01  
Federal Id. No.: D220-075-B  
Project Description: Amelia Island Trail from Fletcher Ave to Via Del Rey Road  
On/Off System Agency Construct & Maintain

CM3024

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. PUBLIC RECORDS**

The 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

**EXHIBIT "C" Cont.'d  
Previously Executed LAP Agreement**

DocuSign Envelope ID: 4E7FE843-B1BC-49A6-8677-AF8E4DEC623B

DocuSign Envelope ID: A41006E3-0622-4A3A-7A03-1E01VED20093

Financial Project Id. No.: 437334-1-58-01  
Federal Id. No.: D220-075-B  
Project Description: Amelia Island Trail from Fletcher Ave to Via Del Rey Road  
On/Off System Agency Construct & Maintain

CM3024

**District 2 - Office of General Counsel  
1109 South Marion Avenue, MS 2009  
Lake City, FL 32025**

**35. ANNUAL APPROPRIATION / FUNDING**

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

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**SIGNATURES ON FOLLOWING PAGE**



**EXHIBIT "C" Cont.'d**  
**Previously Executed LAP Agreement**

Financial Project Id. No.: 437334-1-58-01  
Federal Id. No.: D220-075-B  
Project Description: Amelia Island Trail from Fletcher Ave to Via Del Rey Road  
On/Off System Agency Construct & Maintain

**EXHIBIT "A"**  
**Composite A-1**

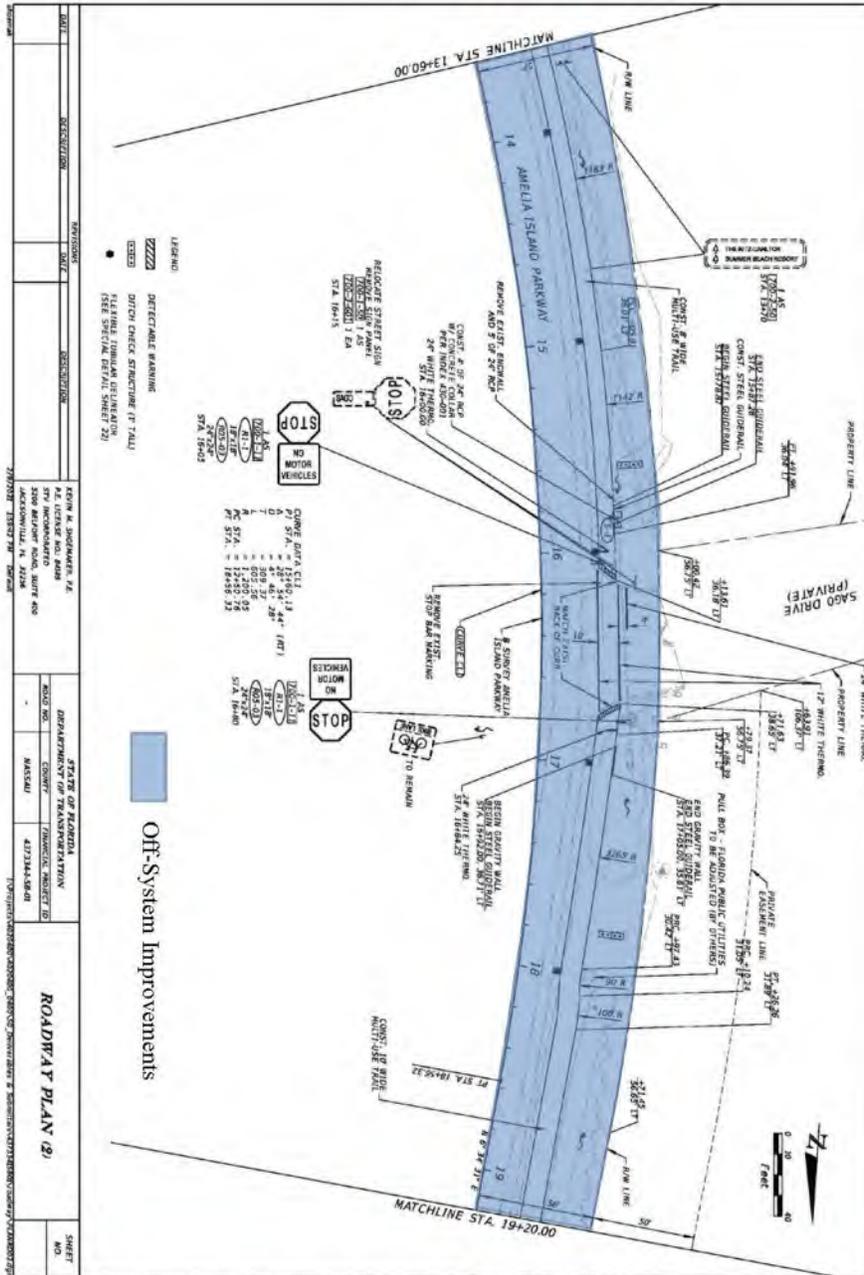




**EXHIBIT "C" Cont.'d**  
**Previously Executed LAP Agreement**

Financial Project Id. No.: 437334-1-58-01  
 Federal Id. No.: D220-075-B  
 Project Description: Amelia Island Trail from Fletcher Ave to Via Del Rey Road  
 On/Off System Agency Construct & Maintain

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



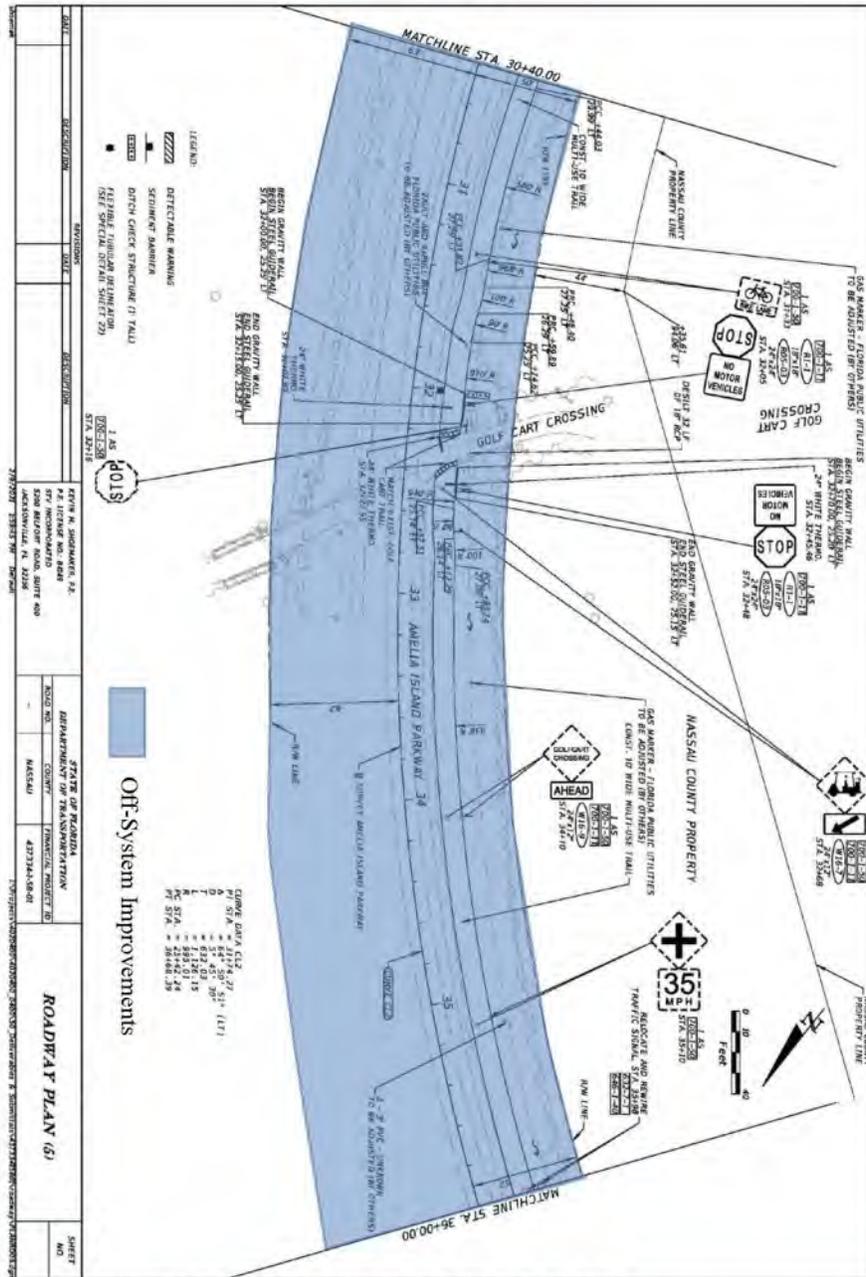




**EXHIBIT "C" Cont.'d**  
**Previously Executed LAP Agreement**

Financial Project Id. No.: 437334-1-58-01  
 Federal Id. No.: D220-075-B  
 Project Description: Amelia Island Trail from Fletcher Ave to Via Del Rey Road  
 On/Off System Agency Construct & Maintain

**EXHIBIT "B" Cont'd**  
**Composite B-5**



| DATE       | DESCRIPTION       | BY                      | CHECKED                 | SCALE    | PROJECT   | DATE       | DESCRIPTION       | BY                      | CHECKED                 | SCALE    | PROJECT   |
|------------|-------------------|-------------------------|-------------------------|----------|---|------------|-------------------|-------------------------|-------------------------|----------|---|
| 08/15/2021 | ISSUED FOR PERMIT | KEVIN N. SUGARMAN, P.E. | KEVIN N. SUGARMAN, P.E. | AS SHOWN | AMELIA ISLAND TRAIL FROM FLETCHER AVE TO VIA DEL REY ROAD | 08/15/2021 | ISSUED FOR PERMIT | KEVIN N. SUGARMAN, P.E. | KEVIN N. SUGARMAN, P.E. | AS SHOWN | AMELIA ISLAND TRAIL FROM FLETCHER AVE TO VIA DEL REY ROAD |
| 08/15/2021 | ISSUED FOR PERMIT | KEVIN N. SUGARMAN, P.E. | KEVIN N. SUGARMAN, P.E. | AS SHOWN | AMELIA ISLAND TRAIL FROM FLETCHER AVE TO VIA DEL REY ROAD | 08/15/2021 | ISSUED FOR PERMIT | KEVIN N. SUGARMAN, P.E. | KEVIN N. SUGARMAN, P.E. | AS SHOWN | AMELIA ISLAND TRAIL FROM FLETCHER AVE TO VIA DEL REY ROAD |

**LEGEND:**  
 [Symbol] DETECTABLE WARNING  
 [Symbol] SCOURING BANISTER  
 [Symbol] DITCH CHECK STRUCTURE (T TALK)  
 [Symbol] FURNISH CONCRETE STRUCTURE (T TALK)  
 [Symbol] SEE SPECIAL DETAIL SHEET 720

**OFF-System Improvements**

**GRADE DATA**

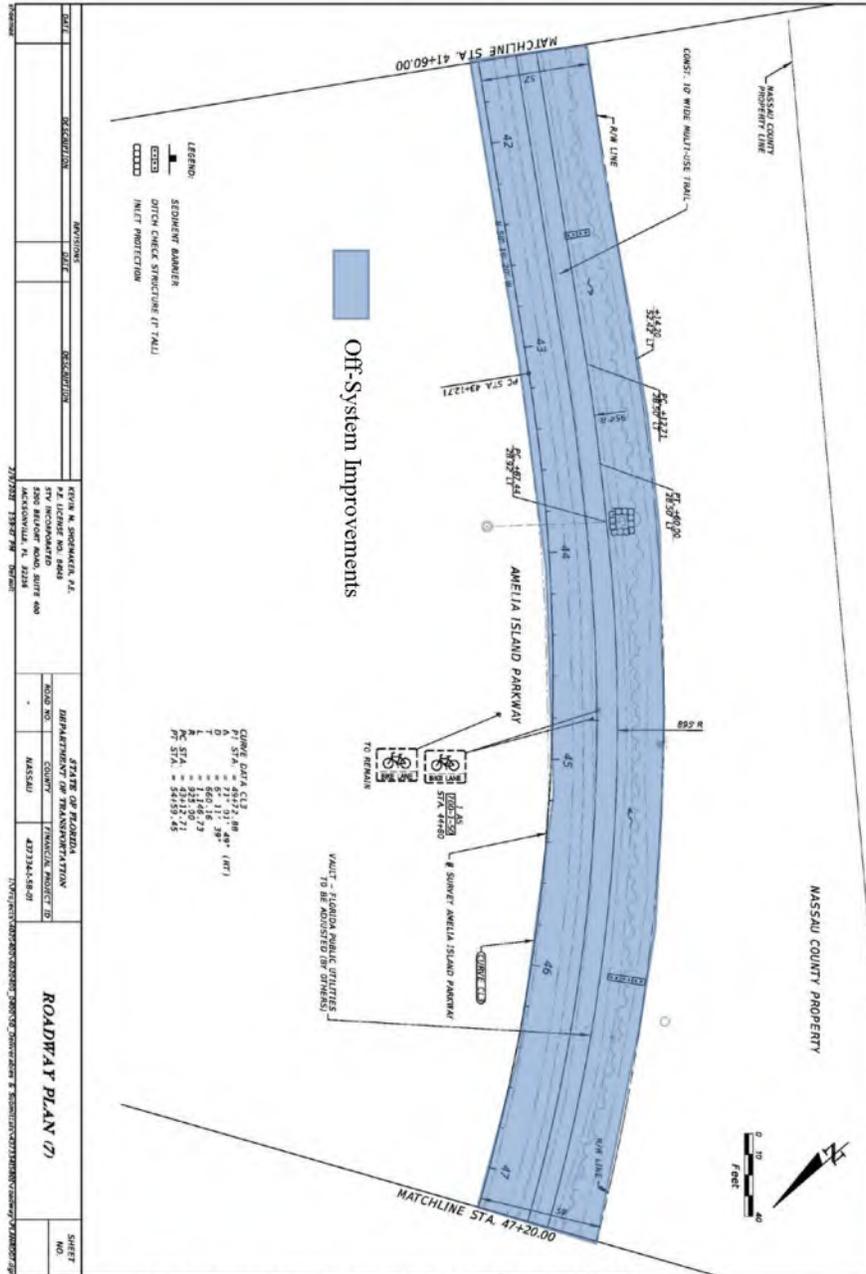
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**EXHIBIT "C" Cont.'d**  
**Previously Executed LAP Agreement**

Financial Project Id. No.: 437334-1-58-01  
 Federal Id. No.: D220-075-B  
 Project Description: Amelia Island Trail from Fletcher Ave to Via Del Rey Road  
 On/Off System Agency Construct & Maintain

**EXHIBIT "B" Cont'd**  
**Composite B-7**

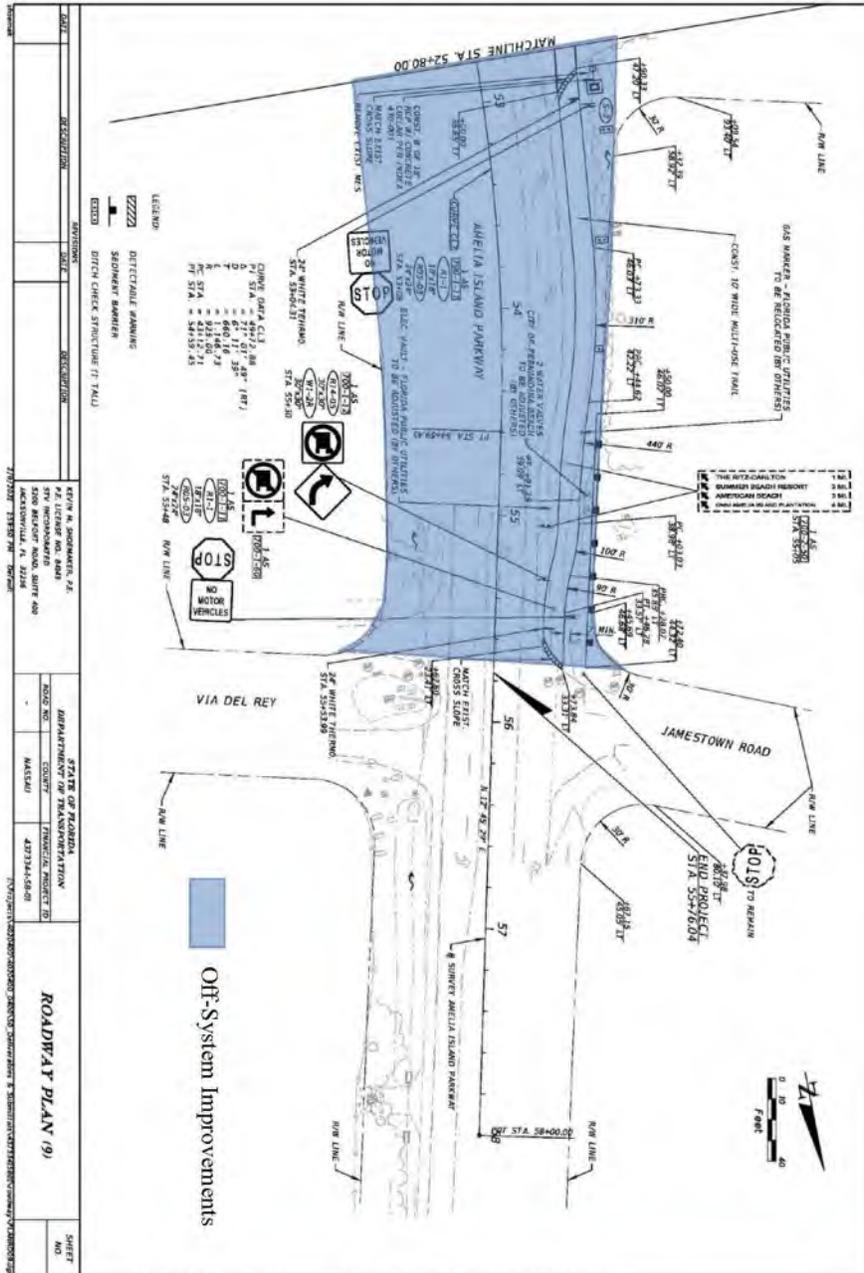




**EXHIBIT "C" Cont.'d**  
**Previously Executed LAP Agreement**

Financial Project Id. No.: 437334-1-58-01  
 Federal Id. No.: D220-075-B  
 Project Description: Amelia Island Trail from Fletcher Ave to Via Del Rey Road  
 On/Off System Agency Construct & Maintain

**EXHIBIT "B" Cont'd**  
**Composite B-9**



**EXHIBIT "C" Cont.'d  
 Previously Executed LAP Agreement**

Financial Project Id. No.: 437334-1-58-01  
 Federal Id. No.: D220-075-B  
 Project Description: Amelia Island Trail from Fletcher Ave to Via Del Rey Road  
 On/Off System Agency Construct & Maintain

**EXHIBIT "C"  
 (LAP AGREEMENT)**

|  |                               |                     |
|--|-------------------------------|---------------------|
| DocuSign Envelope ID: 7114D2C9-5813-43E0-84F9-C78C0CB952C1   |                               | CM2967              |
| STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION<br><b>LOCAL AGENCY PROGRAM AGREEMENT</b>   |                               |                     |
| FPN: 437334-1-58-01  | FPN: 437334-1-68-02           | FPN:                |
| Federal No (FAIN): D220-075-B  | Federal No (FAIN): D220-075-B | Federal No (FAIN):  |
| Federal Award Date:  | Federal Award Date:           | Federal Award Date: |
| Fund: SA, TALT, TALU & TLWR  | Fund: TALU                    | Fund:               |
| Org Code:  | Org Code:                     | Org Code:           |
| FLAIR Approp:  | FLAIR Approp:                 | FLAIR Approp:       |
| FLAIR Obj:   | FLAIR Obj:                    | FLAIR Obj:          |
| County No: 74  | Contract No: G1w64            |                     |
| Recipient Vendor No: F591863042053   | Recipient DUNS No: 829978514  |                     |
| Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction  |                               |                     |
| THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on<br>4/28/2021   1:16 PM EDT, by and between the State of Florida Department of Transportation, an agency<br>(This date to be entered by DOT only) of the State of Florida ("Department"), and Nassau County ("Recipient").  |                               |                     |
| <b>NOW, THEREFORE</b> , in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:   |                               |                     |
| <ol style="list-style-type: none"> <li>1. <b>Authority:</b> The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as <b>Exhibit "D"</b> and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.</li> <li>2. <b>Purpose of Agreement:</b> The purpose of this Agreement is to provide for the Department's participation in the construction and oversight of CEI project management of a bike path/trail on Amelia Island Parkway from SR A1A (Fletcher Ave) to Via Del Rey, as further described in <b>Exhibit "A"</b>, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.</li> <li>3. <b>Term of Agreement:</b> The Recipient agrees to complete the Project on or before 12/31/2023. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.</li> <li>4. <b>Project Cost:</b> <ol style="list-style-type: none"> <li>a. The estimated cost of the Project is \$ 710,925.00. This amount is based upon the Schedule of Financial Assistance in <b>Exhibit "B"</b>, attached to and incorporated in this Agreement. <b>Exhibit "B"</b> may be modified by mutual execution of an amendment as provided for in paragraph 5.i.</li> <li>b. The Department agrees to participate in the Project cost up to the maximum amount of \$710,925.00 and as more fully described in <b>Exhibit "B"</b>. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.</li> <li>c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:</li> </ol> </li> </ol> |                               |                     |

**EXHIBIT "C" Cont.'d**  
**Previously Executed LAP Agreement**

Financial Project Id. No.: 437334-1-58-01  
Federal Id. No.: D220-075-B  
Project Description: Amelia Island Trail from Fletcher Ave to Via Del Rey Road  
On/Off System Agency Construct & Maintain

**EXHIBIT "C" Cont'd**  
**(LAP AGREEMENT)**

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CM2957

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

DS-010-01  
PROGRAM MANAGEMENT  
DSD/DOC-1120  
Page 7 of 18

- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**5. Requisitions and Payments**

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
- e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.  
 If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the

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Federal Id. No.: D220-075-B  
Project Description: Amelia Island Trail from Fletcher Ave to Via Del Rey Road  
On/Off System Agency Construct & Maintain

**EXHIBIT "C" Cont'd  
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Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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"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."

**6. Department Payment Obligations:**

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**7. General Requirements:**

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
  - i. Administers inherently governmental project activities, including those dealing with cost, time,

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adherence to contract requirements, construction quality and scope of Federal-aid projects;

- ii. Maintains familiarity of day to day Project operations, including Project safety issues;
- iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
- v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
- vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
- vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "I", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount

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claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

**B. Audit Reports:**

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Exhibit "E" to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditor responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
805 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. **Termination or Suspension of Project:**

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The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

**10. Contracts of the Recipient:**

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of LAP project structures components must be

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proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

**11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:**

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**12. Compliance with Conditions and Laws:**

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

**13. Performance Evaluations:**

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

**14. Restrictions, Prohibitions, Controls, and Labor Provisions:**

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurances by the Recipient pursuant thereto. The Recipient shall include the attached Exhibit "C", Title VI Assurances in all contracts

**EXHIBIT "C" Cont.'d**  
**Previously Executed LAP Agreement**

Financial Project Id. No.: 437334-1-58-01  
Federal Id. No.: D220-075-B  
Project Description: Amelia Island Trail from Fletcher Ave to Via Del Rey Road  
On/Off System Agency Construct & Maintain

**EXHIBIT "C" Cont'd**  
**(LAP AGREEMENT)**

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with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:  
  
"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."  
  
The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.
- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**15. Indemnification and Insurance:**

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

**EXHIBIT "C" Cont.'d  
Previously Executed LAP Agreement**

Financial Project Id. No.: 437334-1-58-01  
Federal Id. No.: D220-075-B  
Project Description: Amelia Island Trail from Fletcher Ave to Via Del Rey Road  
On/Off System Agency Construct & Maintain

**EXHIBIT "C" Cont'd  
(LAP AGREEMENT)**

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b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence; and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. **Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient:

shall

shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this

**EXHIBIT "C" Cont.'d**  
**Previously Executed LAP Agreement**

Financial Project Id. No.: 437334-1-58-01  
Federal Id. No.: D220-075-B  
Project Description: Amelia Island Trail from Fletcher Ave to Via Del Rey Road  
On/Off System Agency Construct & Maintain

**EXHIBIT "C" Cont'd**  
**(LAP AGREEMENT)**

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Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as Exhibit "D". This provision will survive termination of this Agreement.

**17. Miscellaneous Provisions:**

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the

**EXHIBIT "C" Cont.'d**  
**Previously Executed LAP Agreement**

Financial Project Id. No.: 437334-1-58-01  
Federal Id. No.: D220-075-B  
Project Description: Amelia Island Trail from Fletcher Ave to Via Del Rey Road  
On/Off System Agency Construct & Maintain

**EXHIBIT "C" Cont'd**  
**(LAP AGREEMENT)**

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making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
  - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
  - ii. expressly require any contractor and 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.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

**18. Exhibits:**

- a. Exhibits "A", "B", "C", "D", "E" and "F" are attached to and incorporated into this Agreement.
- b.  If this Project includes Phase 5B (construction) activities, then Exhibit "G", FHWA FORM 1273, is attached and incorporated into this Agreement.
- c.  Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then Exhibit "H", Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d.  State funds are used on this Project. If state funds are used on this Project, then Exhibit "I", State Funds Addendum, is attached and incorporated into this Agreement. Exhibit "J", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- e.  This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "K", Advance Project Reimbursement is attached and incorporated into this Agreement.

**EXHIBIT "C" Cont.'d  
Previously Executed LAP Agreement**

Financial Project Id. No.: 437334-1-58-01  
Federal Id. No.: D220-075-B  
Project Description: Amelia Island Trail from Fletcher Ave to Via Del Rey Road  
On/Off System Agency Construct & Maintain

**EXHIBIT "C" Cont'd  
(LAP AGREEMENT)**

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f.  This Project includes funding for landscaping. If this Project includes funding for landscaping, then Exhibit "L", Landscape Maintenance, is attached and incorporated into this Agreement.

g.  This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "M", Roadway Lighting Maintenance is attached and incorporated into this Agreement.

h.  This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "N", Traffic Signal Maintenance is attached and incorporated into this Agreement.

i.  A portion or all of the Project will utilize Department right-of-way and, therefore, Exhibit "O", Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

j.  The following Exhibit(s) are attached and incorporated into this Agreement: \_\_\_\_\_

**k. Exhibit and Attachment List**  
Exhibit A: Project Description and Responsibilities  
Exhibit B: Schedule of Financial Assistance  
Exhibit C: Title VI Assurances  
Exhibit D: Recipient Resolution  
Exhibit E: Federal Financial Assistance (Single Audit Act)  
Exhibit F: Contract Payment Requirements  
\* Exhibit G: FHWA Form 1273  
\* Exhibit H: Alternative Advance Payment Financial Provisions  
\* Exhibit I: State Funds Addendum  
\* Exhibit J: State Financial Assistance (Florida Single Audit Act)  
\* Exhibit K: Advance Project Reimbursement  
\* Exhibit L: Landscape Maintenance  
\* Exhibit M: Roadway Lighting Maintenance  
\* Exhibit N: Traffic Signal Maintenance  
\* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

\* Additional Exhibit(s):

\* Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

**EXHIBIT "C" Cont.'d  
Previously Executed LAP Agreement**

Financial Project Id. No.: 437334-1-58-01  
Federal Id. No.: D220-075-B  
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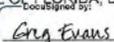
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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT Nassau County

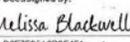
By:  Name: Thomas R. Ford  
Title: Chairman

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

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By: Name: Greg Evans  
Title: District TWO Secretary

Legal Review:

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**EXHIBIT "C" Cont.'d  
Previously Executed LAP Agreement**

Financial Project Id. No.: 437334-1-58-01  
Federal Id. No.: D220-075-B  
Project Description: Amelia Island Trail from Fletcher Ave to Via Del Rey Road  
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**EXHIBIT "C" Cont'd  
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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**EXHIBIT A  
PROJECT DESCRIPTION AND RESPONSIBILITIES**

FPN: 437334-1-58-01 & 68-02

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and  
Nassau County (the Recipient)

**PROJECT LOCATION:**

The project is on the National Highway System.  
 The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** 0.837 Miles Total, from MP 0 to 0.72 and from MP 1.2 to 1.317.

**PROJECT DESCRIPTION:** The construction and oversight of CEI project management of a bike path/trail on Amelia Island Parkway from SR A1A (Fletcher Ave) to Via Del Rey

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by N/A
- b) Design to be completed by N/A
- c) Right-of-Way requirements identified and provided to the Department by N/A
- d) Right-of-Way to be certified by N/A
- e) Construction contract to be let by 06/30/2021
- f) Construction to be completed by 12/31/2023

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**  
Nassau County will provide project management of a consultant contract for construction inspection services which has been procured by the Department.

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**EXHIBIT "C" Cont.'d  
 Previously Executed LAP Agreement**

Financial Project Id. No.: 437334-1-58-01  
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 (LAP AGREEMENT)**

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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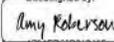
**EXHIBIT B  
 SCHEDULE OF FINANCIAL ASSISTANCE**

|   |   |
|---|---|
| <b>RECIPIENT NAME &amp; BILLING ADDRESS:</b><br>Nassau County<br>96161 Nassau Place<br>Yulee, FL 32097-9825 | <b>FINANCIAL PROJECT NUMBER:</b><br>437334-1-58-01, 68-02 |
|---|---|

| PHASE OF WORK By Fiscal Year                                   | MAXIMUM PARTICIPATION         |                    |                    |                      |
|--|-------------------------------|--------------------|--------------------|----------------------|
|  | (1)<br>TOTAL<br>PROJECT FUNDS | (2)<br>LOCAL FUNDS | (3)<br>STATE FUNDS | (4)<br>FEDERAL FUNDS |
| <b>Design- Phase 38</b>  |                               |                    |                    |                      |
| FY: ( )  | \$ _____                      | \$ _____           | \$ _____           | \$ _____             |
| FY: ( )  | \$ _____                      | \$ _____           | \$ _____           | \$ _____             |
| FY: ( )  | \$ _____                      | \$ _____           | \$ _____           | \$ _____             |
| <b>Total Design Cost</b>                                       | \$ 0.00                       | \$ 0.00            | \$ 0.00            | \$ 0.00              |
| <b>Right-of-Way- Phase 48</b>                                  |                               |                    |                    |                      |
| FY: ( )  | \$ _____                      | \$ _____           | \$ _____           | \$ _____             |
| FY: ( )  | \$ _____                      | \$ _____           | \$ _____           | \$ _____             |
| FY: ( )  | \$ _____                      | \$ _____           | \$ _____           | \$ _____             |
| <b>Total Right-of-Way Cost</b>                                 | \$ 0.00                       | \$ 0.00            | \$ 0.00            | \$ 0.00              |
| <b>Construction- Phase 58</b>                                  |                               |                    |                    |                      |
| FY: 2021 (SA)  | \$ 245,792.00                 | \$ _____           | \$ _____           | \$ 245,792.00        |
| FY: 2021 (TALT)  | \$ 1,953.00                   | \$ _____           | \$ _____           | \$ 1,953.00          |
| FY: 2021 (TALU)  | \$ 212,145.00                 | \$ _____           | \$ _____           | \$ 212,145.00        |
| <b>Total Construction Cost</b>                                 | \$ 459,890.00                 | \$ 0.00            | \$ 0.00            | \$ 459,890.00        |
| <b>Construction Engineering and Inspection (CEI)- Phase 68</b> |                               |                    |                    |                      |
| FY: 2021 (TALU)  | \$ 1,035.00                   | \$ _____           | \$ _____           | \$ 1,035.00          |
| FY: ( )  | \$ _____                      | \$ _____           | \$ _____           | \$ _____             |
| FY: ( )  | \$ _____                      | \$ _____           | \$ _____           | \$ _____             |
| <b>Total CEI Cost</b>  | \$ 1,035.00                   | \$ 0.00            | \$ 0.00            | \$ 1,035.00          |
| <b>(Construction-Phase 58-Continued)</b>                       |                               |                    |                    |                      |
| FY: 2021 (TLWR)  | \$ 250,000.00                 | \$ _____           | \$ 250,000.00      | \$ _____             |
| FY: ( )  | \$ _____                      | \$ _____           | \$ _____           | \$ _____             |
| FY: ( )  | \$ _____                      | \$ _____           | \$ _____           | \$ _____             |
| <b>Total Additional Phase 58 Costs</b>                         | \$ 250,000.00                 | \$ 0.00            | \$ 250,000.00      | \$ 0.00              |
| <b>TOTAL COST OF THE PROJECT</b>                               | \$ 710,925.00                 | \$ 0.00            | \$ 250,000.00      | \$ 460,925.00        |

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:  
 I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by  
 Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Amy Roberson  
 District Grant Manager Name

DocuSigned by:  
 4/27/2021 | 3:49 PM EDT

Signature Date

**EXHIBIT "C" Cont.'d  
Previously Executed LAP Agreement**

Financial Project Id. No.: 437334-1-58-01  
Federal Id. No.: D220-075-B  
Project Description: Amelia Island Trail from Fletcher Ave to Via Del Rey Road  
On/Off System Agency Construct & Maintain

**EXHIBIT "C" Cont'd  
(LAP AGREEMENT)**

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

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**EXHIBIT C**

**TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") *Title 49, Code of Federal Regulations, Part 21*, as they may be amended from time to time, (hereinafter referred to as the *REGULATIONS*), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the *REGULATIONS*, including employment practices when the contract covers a program set forth in **Appendix B** of the *REGULATIONS*.
- (3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the *REGULATIONS* relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The contractor shall provide all information and reports required by the *REGULATIONS* or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such *REGULATIONS*, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration*, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration*, or

**EXHIBIT "C" Cont.'d**  
**Previously Executed LAP Agreement**

Financial Project Id. No.: 437334-1-58-01  
Federal Id. No.: D220-075-B  
Project Description: Amelia Island Trail from Fletcher Ave to Via Del Rey Road  
On/Off System Agency Construct & Maintain

**EXHIBIT "C" Cont'd**  
**(LAP AGREEMENT)**

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Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

**(6.) Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**(7.) Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100). Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

**EXHIBIT "C" Cont.'d  
Previously Executed LAP Agreement**

Financial Project Id. No.: 437334-1-58-01  
Federal Id. No.: D220-075-B  
Project Description: Amelia Island Trail from Fletcher Ave to Via Del Rey Road  
On/Off System Agency Construct & Maintain

**EXHIBIT "C" Cont'd  
(LAP AGREEMENT)**

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

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**EXHIBIT D  
RECIPIENT RESOLUTION**

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

**EXHIBIT "C" Cont.'d  
Previously Executed LAP Agreement**

Financial Project Id. No.: 437334-1-58-01  
Federal Id. No.: D220-075-B  
Project Description: Amelia Island Trail from Fletcher Ave to Via Del Rey Road  
On/Off System Agency Construct & Maintain

**EXHIBIT "C" Cont'd  
(LAP AGREEMENT)**

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**RESOLUTION NO. 2021- 018**

**A RESOLUTION AUTHORIZING THE EXECUTION OF  
THE 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 Local Agency Program Agreement between the State of Florida Department of Transportation and Nassau County, Florida regarding the construction and oversight of CEI project management for signing of the bike path/trail on Amelia Island Parkway from SR A1A (Fletcher Ave) to Via Del Ray (CM 2967).

**NOW, THEREFORE, BE IT RESOLVED**, this 8th day of February, 2021, by the Board of County Commissioners of Nassau County, Florida as follows:

1. The Local Agency Program Agreement between the State of Florida Department of Transportation and Nassau County is hereby approved, and the Chairman is authorized to execute said agreement.



**CERTIFIED TRUE COPY**  
*by [Signature]*  
EX-OFFICIO, Clerk of the Board of County Comm.  
Nassau County, Florida

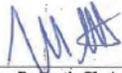
**EXHIBIT "C" Cont.'d  
Previously Executed LAP Agreement**

Financial Project Id. No.: 437334-1-58-01  
Federal Id. No.: D220-075-B  
Project Description: Amelia Island Trail from Fletcher Ave to Via Del Rey Road  
On/Off System Agency Construct & Maintain

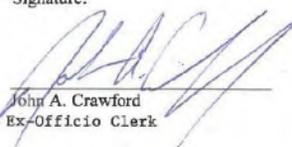
**EXHIBIT "C" Cont'd  
(LAP AGREEMENT)**

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BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
\_\_\_\_\_  
Thomas R. Ford, Chairman

Attest as to Chairman's  
Signature:

  
\_\_\_\_\_  
John A. Crawford  
Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney:

  
\_\_\_\_\_  
Michael S. Mullin

**EXHIBIT "C" Cont.'d  
Previously Executed LAP Agreement**

Financial Project Id. No.: 437334-1-58-01  
Federal Id. No.: D220-075-B  
Project Description: Amelia Island Trail from Fletcher Ave to Via Del Rey Road  
On/Off System Agency Construct & Maintain

**EXHIBIT "C" Cont'd  
(LAP AGREEMENT)**

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

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**EXHIBIT E**

**FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)**

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205  
CFDA Title: Highway Planning and Construction  
Federal-Aid Highway Program, Federal Lands Highway Program  
CFDA Program: [https://beta.sam.gov/fal/1093726316c3409a8e5014c79f5ef2cb/view?keywords=20.205&sort=relevance&index=cfa&is\\_active=true&page=1](https://beta.sam.gov/fal/1093726316c3409a8e5014c79f5ef2cb/view?keywords=20.205&sort=relevance&index=cfa&is_active=true&page=1)  
Site:  
Award Amount: \$710,925.00  
Awarding Agency: Florida Department of Transportation  
Agency: No  
Award is for R&D:  
Indirect Cost Rate: N/A

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:**

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards  
<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:**

Title 23 – Highways, United States Code  
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code  
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21<sup>st</sup> Century, Public Law 112-141  
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division  
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)  
<https://www.fsrs.gov/>

**EXHIBIT "C" Cont.'d**  
**Previously Executed LAP Agreement**

Financial Project Id. No.: 437334-1-58-01  
Federal Id. No.: D220-075-B  
Project Description: Amelia Island Trail from Fletcher Ave to Via Del Rey Road  
On/Off System Agency Construct & Maintain

**EXHIBIT "C" Cont'd**  
**(LAP AGREEMENT)**

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

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**EXHIBIT F**

**CONTRACT PAYMENT REQUIREMENTS**  
**Florida Department of Financial Services, Reference Guide for State Expenditures**  
**Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

**Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

**Fringe benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid, if the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

**Travel:** Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

**Other direct costs:** Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

**Indirect costs:** If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

**EXHIBIT "C" Cont.'d  
Previously Executed LAP Agreement**

Financial Project Id. No.: 437334-1-58-01  
Federal Id. No.: D220-075-B  
Project Description: Amelia Island Trail from Fletcher Ave to Via Del Rey Road  
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**EXHIBIT "C" Cont'd  
(LAP AGREEMENT)**

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**Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

**EXHIBIT "C" Cont.'d  
Previously Executed LAP Agreement**

Financial Project Id. No.: 437334-1-58-01  
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Project Description: Amelia Island Trail from Fletcher Ave to Via Del Rey Road  
On/Off System Agency Construct & Maintain

**EXHIBIT "C" Cont'd  
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

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**EXHIBIT G**

**FHWA FORM 1273  
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE  
WITH FHWA 1273.**

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:  
<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

**EXHIBIT "C" Cont.'d  
Previously Executed LAP Agreement**

Financial Project Id. No.: 437334-1-58-01  
Federal Id. No.: D220-075-B  
Project Description: Amelia Island Trail from Fletcher Ave to Via Del Rey Road  
On/Off System Agency Construct & Maintain

**EXHIBIT "C" Cont'd  
(LAP AGREEMENT)**

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

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**EXHIBIT "I"**

**STATE FUNDS ADDENDUM**

**RECITALS**

1. The terms and provisions of this Addendum are incorporated in and made part of the Local Agency Program Agreement ("LAP") executed by the parties simultaneously with this Addendum.

2. This Addendum shall be merged into and made part of the LAP and both documents shall be collectively referred to as the "Agreement".

3. The primary funding source for the Project, as defined by the LAP, is derived from funds legislatively granted pursuant to Section 339.12, Florida Statutes.

4. The Department will also be funding a portion of the Project via monies distributed by the indicated program(s).

- County Incentive Grant Program (CIGP), Section 339.2817 F.S., CSFA 55.008
- Small County Outreach Program (SCOP), Section 339.2818 F.S., CSFA 55.009
- Small County Road Assistance Program (SCRAP), Section 339.2816 F.S., CSFA 55.016
- Transportation Regional Incentive Program (TRIP), Section 339.2819 F.S., CSFA 55.026
- Insert Program Name(s) SUNtrail, CSFA Insert CSFA Number(s) 55.038

5. The distribution of funds is more specifically shown in Exhibit "B" of this Agreement.

6. The state resources awarded are subject to the Florida Single Audit Act, as indicated below.

The administration of resources awarded through the Department to Nassau County (hereafter known as the "Recipient") by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

**EXHIBIT "C" Cont.'d  
Previously Executed LAP Agreement**

Financial Project Id. No.: 437334-1-58-01  
Federal Id. No.: D220-075-B  
Project Description: Amelia Island Trail from Fletcher Ave to Via Del Rey Road  
On/Off System Agency Construct & Maintain

**EXHIBIT "C" Cont'd  
(LAP AGREEMENT)**

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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**EXHIBIT "I"**  
**STATE FUNDS ADDENDUM**

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "J" to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

**EXHIBIT "C" Cont.'d**  
**Previously Executed LAP Agreement**

Financial Project Id. No.: 437334-1-58-01  
Federal Id. No.: D220-075-B  
Project Description: Amelia Island Trail from Fletcher Ave to Via Del Rey Road  
On/Off System Agency Construct & Maintain

**EXHIBIT "C" Cont'd**  
**(LAP AGREEMENT)**

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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**EXHIBIT "I"**  
**STATE FUNDS ADDENDUM**

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department or its designee, DFS, or the Auditor General access to the Recipient's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is

**EXHIBIT "C" Cont.'d  
Previously Executed LAP Agreement**

Financial Project Id. No.: 437334-1-58-01  
Federal Id. No.: D220-075-B  
Project Description: Amelia Island Trail from Fletcher Ave to Via Del Rey Road  
On/Off System Agency Construct & Maintain

**EXHIBIT "C" Cont'd  
(LAP AGREEMENT)**

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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**EXHIBIT "I"**

**STATE FUNDS ADDENDUM**

issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

H. All other terms and conditions of the Agreement shall remain unchanged unless otherwise stated in this Addendum.

**EXHIBIT "C" Cont.'d  
Previously Executed LAP Agreement**

Financial Project Id. No.: 437334-1-58-01  
Federal Id. No.: D220-075-B  
Project Description: Amelia Island Trail from Fletcher Ave to Via Del Rey Road  
On/Off System Agency Construct & Maintain

**EXHIBIT "C" Cont'd  
(LAP AGREEMENT)**

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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**EXHIBIT J**

**STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)**

**THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**Awarding Agency:** Florida Department of Transportation

**State Project Title and CSFA Number:**

- County Incentive Grant Program (CIGP), (CSFA 55.008)
- Small County Outreach Program (SCOP), (CSFA 55.009)
- Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- SUNtrail, CSFA 55.038

**\*Award Amount:** \$250,000.00

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

**EXHIBIT "C" Cont.'d  
 Previously Executed LAP Agreement**

Financial Project Id. No.: 437334-1-58-01  
 Federal Id. No.: D220-075-B  
 Project Description: Amelia Island Trail from Fletcher Ave to Via Del Rey Road  
 On/Off System Agency Construct & Maintain

**EXHIBIT "C" Cont'd  
 (LAP AGREEMENT)**

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To: Amy.Roberson@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION  
 FUNDS APPROVAL**

G1W64

4/27/2021

**CONTRACT INFORMATION**

|                                   |   |
|-----------------------------------|---|
| Contract:                         | G1W64   |
| Contract Type:                    | GD - GRANT DISBURSEMENT (GRANT)   |
| Method of Procurement:            | G - GOVERNMENTAL AGENCY (287.057 F.S.)  |
| Vendor Name:                      | NASSAU COUNTY BOARD OF COUNTY C   |
| Vendor ID:                        | F591863042053   |
| Beginning Date of This Agreement: | 04/26/2021  |
| Ending Date of This Agreement:    | 12/31/2023  |
| Contract Total/Budgetary Ceiling: | ct = \$710,925.00   |
| Description:                      | Construction and oversight of CEI project management of bikepath/trail on Amelia Island Parkway from SR A1A (Fletcher A |

**FUNDS APPROVAL INFORMATION**

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 4/27/2021

| Action:                 | Original     | Original     | Original    |
|-------------------------|--------------|--------------|-------------|
| Reviewed or Approved:   | APPROVED     | APPROVED     | APPROVED    |
| Organization Code:      | 55024010206  | 55024010206  | 55024010206 |
| Expansion Option:       | AB           | A3           | A8          |
| Object Code:            | 780000       | 751000       | 780000      |
| Amount:                 | \$459,890.00 | \$250,000.00 | \$1,035.00  |
| Financial Project:      | 43733415801  | 43733415801  | 43733416802 |
| Work Activity (FCT):    | 215          | 215          | 215         |
| CFDA:                   | 20.205       |              | 20.205      |
| Fiscal Year:            | 2021         | 2021         | 2021        |
| Budget Entity:          | 55150200     | 55150200     | 55150200    |
| Category/Category Year: | 088717/21    | 088717/21    | 088718/21   |
| Amendment ID:           | 0001         | 0001         | 0001        |
| Sequence:               | 00           | 01           | 02          |
| User Assigned ID:       |              |              |             |
| Enc Line (6s)/Status:   | 0001/04      | 0002/04      | 0003/04     |

**Total Amount: \$710,925.00**

Page 1 of 1

Financial Project Id. No.: 437334-1-58-01  
Federal Id. No.: D220-075-B  
Project Description: Amelia Island Trail from Fletcher Ave to Via Del Rey Road  
On/Off System Agency Construct & Maintain

**EXHIBIT "D"**  
**(RESOLUTION)**

**EXHIBIT "C" Cont.'d  
Previously Executed LAP Agreement**

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**RESOLUTION NO. 2021- 159**

**A RESOLUTION AUTHORIZING THE EXECUTION OF THE 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 & Maintenance Agreement between the State of Florida Department of Transportation and Nassau County, Florida regarding the construction and maintenance of the Amelia Island Trail from Fletcher Avenue to Via Del Rey Road in Nassau County, Florida (Financial Project ID No. 437334-1-58-01).

**NOW, THEREFORE, BE IT RESOLVED**, this 9<sup>th</sup> day of August, 2021, by the Board of County Commissioners of Nassau County, Florida as follows:

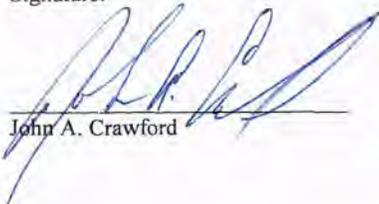
1. The Construction and Maintenance Agreement between the State of Florida Department of Transportation and Nassau County is hereby approved and the Chairman is authorized to execute said agreement.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



Thomas R. Ford, Chairman

Attest as to Chairman's  
Signature:

  
John A. Crawford

Approved as to form by the  
Nassau County Attorney:

  
Michael S. Mullin

**A CERTIFIED TRUE COPY**  
John A. Crawford  
By: *Deather* *pk*  
EX-OFFICIO, Clerk of the Board of County Comm.  
Nassau County, Florida

**EXHIBIT "C" Cont.'d  
Previously Executed LAP Agreement**

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|   |  |                                      |
|---|--|--------------------------------------|
| FPN: 437335-1-58-01                       | FPN: 437335-1-68-02                                    | FPN: _____                           |
| Federal No (FAIN): <u>D222-041-B</u>      | Federal No (FAIN): <u>D222-041-B</u>                   | Federal No (FAIN): _____             |
| Federal Award Date: _____                 | Federal Award Date: _____                              | Federal Award Date: <u>3-17-2023</u> |
| Fund: <u>TALT, TALU</u>                   | Fund: <u>TALU</u>                                      | Fund: _____                          |
| Org Code: <u>55024010206</u>              | Org Code: _____  | Org Code: _____                      |
| FLAIR Approp: <u>55050200</u>             | FLAIR Approp: _____                                    | FLAIR Approp: _____                  |
| FLAIR Obj: <u>088718</u>                  | FLAIR Obj: _____                                       | FLAIR Obj: _____                     |
| County No: <u>74</u>                      | Contract No: <u>G2H97</u>                              |                                      |
| Recipient Vendor No: <u>F591863042053</u> | Recipient Unique Entity ID SAM No: <u>UKSATC3UMPA5</u> |                                      |

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on 03/22/2023 | 4:04 PM EDT, by and between the State of Florida Department of Transportation, an agency of the State of Florida ("Department"), and Nassau County ("Recipient").  
(This date to be entered by DOT only)

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the construction and CEI project management of a bike path/trail on Amelia Island Parkway Trail from Via Del Rey to 14<sup>th</sup> Street, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 6/30/2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
  - a. The estimated cost of the Project is \$ 728,201.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$728,201.00 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
  - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

**EXHIBIT "C" Cont.'d  
Previously Executed LAP Agreement**

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- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**5. Requisitions and Payments**

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
- e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.  
 If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the

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Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

**EXHIBIT "C" Cont.'d  
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"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."

**6. Department Payment Obligations:**

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**7. General Requirements:**

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
  - i. Administers inherently governmental project activities, including those dealing with cost, time,

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- adherence to contract requirements, construction quality and scope of Federal-aid projects;
- ii. Maintains familiarity of day to day Project operations, including Project safety issues;
  - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
  - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
  - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
  - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
  - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount

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claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

**8. Audit Reports:**

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
  - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Exhibit "E" to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
  - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
  - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  - 3. Wholly or partly suspend or terminate the federal award;
  - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
  - 5. Withhold further federal awards for the Project or program;
  - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

**9. Termination or Suspension of Project:**

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The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

**10. Contracts of the Recipient:**

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of LAP project structures components must be

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proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

**11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:**

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**12. Compliance with Conditions and Laws:**

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

**13. Performance Evaluations:**

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

**14. Restrictions, Prohibitions, Controls, and Labor Provisions:**

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant hereto. The Recipient shall include the attached Exhibit "C", Title VI Assurances in all contracts

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with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**15. Indemnification and Insurance:**

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

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b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. **Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

- shall
- shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this

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making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
  - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
  - ii. expressly require any contractor and 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.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

**18. Exhibits:**

- a. Exhibits "A", "B", "C", "D", "E" and "F" are attached to and incorporated into this Agreement.
- b.  If this Project includes Phase 58 (construction) activities, then Exhibit "G", FHWA FORM 1273, is attached and incorporated into this Agreement.
- c.  Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then Exhibit "H", Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d.  State funds are used on this Project. If state funds are used on this Project, then Exhibit "I", State Funds Addendum, is attached and incorporated into this Agreement. Exhibit "J", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- e.  This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "K", Advance Project Reimbursement is attached and incorporated into this Agreement.

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Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

**17. Miscellaneous Provisions:**

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the

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- f.  This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.
- g.  This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h.  This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- i.  A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- j.  The following Exhibit(s) are attached and incorporated into this Agreement: \_\_\_\_\_

**k. Exhibit and Attachment List**

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- Exhibit C: Title VI Assurances
- Exhibit D: Recipient Resolution
- Exhibit E: Federal Financial Assistance (Single Audit Act)
- Exhibit F: Contract Payment Requirements
- \* Exhibit G: FHWA Form 1273
- \* Exhibit H: Alternative Advance Payment Financial Provisions
- \* Exhibit I: State Funds Addendum
- \* Exhibit J: State Financial Assistance (Florida Single Audit Act)
- \* Exhibit K: Advance Project Reimbursement
- \* Exhibit L: Landscape Maintenance
- \* Exhibit M: Roadway Lighting Maintenance
- \* Exhibit N: Traffic Signal Maintenance
- \* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

\* Additional Exhibit(s):

**\* Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

**EXHIBIT "C" Cont.'d  
Previously Executed LAP Agreement**

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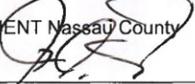
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
PROGRAM MANAGEMENT  
OGC/OCC-- 09/22  
Page 15 of 15

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

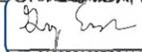
RECIPIENT Nassau County

By:

  
Name: Klynt A. Farmer  
Title: Chairman

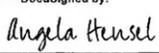
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By:

  
Name: Greg Evans  
Title: District Two Secretary

Legal Review:

DocuSigned by:

  
UD4237CB17UD4C2...

**EXHIBIT "C" Cont.'d  
Previously Executed LAP Agreement**

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

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05/21

**EXHIBIT A**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

FPN: 437335-1-58-01, 68-02

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and  
Nassau County (the Recipient)

**PROJECT LOCATION:**

- The project is on the National Highway System.  
 The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** From MP 1.317 to MP 2.183, total length is 0.866 miles

**PROJECT DESCRIPTION:** Construction and CEI project management of a bike path/trail on Amelia Island Parkway Trail from Via Del Rey to 14th Street.

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

Construction contract to be let by 12/31/2023  
Construction to be completed by 6/30/2026

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

Nassau County will provide management of the Construction, Engineering, and Inspection (CEI) contract which has been procured by the Department.

**EXHIBIT "C" Cont.'d  
 Previously Executed LAP Agreement**

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**LOCAL AGENCY PROGRAM AGREEMENT**

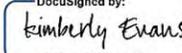
525-011-0B  
 PROGRAM  
 MANAGEMENT  
 8/21  
 Page 1 of 1

**EXHIBIT B  
 SCHEDULE OF FINANCIAL ASSISTANCE**

|   |  |
|---|--|
| RECIPIENT NAME & BILLING ADDRESS:<br>Nassau County<br>96135 Nassau Place<br>Yulee, FL 32097 | FINANCIAL PROJECT NUMBER:<br>437335-1-58-01, 68-02 |
|---|--|

| PHASE OF WORK By Fiscal Year                                   | MAXIMUM PARTICIPATION         |                    |                    |                      |
|--|-------------------------------|--------------------|--------------------|----------------------|
|  | (1)<br>TOTAL<br>PROJECT FUNDS | (2)<br>LOCAL FUNDS | (3)<br>STATE FUNDS | (4)<br>FEDERAL FUNDS |
| <b>Design- Phase 38</b>  |                               |                    |                    |                      |
| FY: (Insert Program Name)                                      | \$ _____                      | \$ _____           | \$ _____           | \$ _____             |
| FY: (Insert Program Name)                                      | \$ _____                      | \$ _____           | \$ _____           | \$ _____             |
| FY: (Insert Program Name)                                      | \$ _____                      | \$ _____           | \$ _____           | \$ _____             |
| <b>Total Design Cost</b>                                       | \$ 0.00                       | \$ 0.00            | \$ 0.00            | \$ 0.00              |
| <b>Right-of-Way- Phase 48</b>                                  |                               |                    |                    |                      |
| FY: (Insert Program Name)                                      | \$ _____                      | \$ _____           | \$ _____           | \$ _____             |
| FY: (Insert Program Name)                                      | \$ _____                      | \$ _____           | \$ _____           | \$ _____             |
| FY: (Insert Program Name)                                      | \$ _____                      | \$ _____           | \$ _____           | \$ _____             |
| <b>Total Right-of-Way Cost</b>                                 | \$ 0.00                       | \$ 0.00            | \$ 0.00            | \$ 0.00              |
| <b>Construction- Phase 58</b>                                  |                               |                    |                    |                      |
| FY: 22-23 (TALT)   | \$ 148,093.00                 | \$ _____           | \$ _____           | \$ 148,093.00        |
| FY: 22-23 (TALU)   | \$ 569,347.00                 | \$ _____           | \$ _____           | \$ 569,347.00        |
| FY: (Local Agency Program)                                     | \$ _____                      | \$ _____           | \$ _____           | \$ _____             |
| <b>Total Construction Cost</b>                                 | \$ 717,440.00                 | \$ 0.00            | \$ 0.00            | \$ 717,440.00        |
| <b>Construction Engineering and Inspection (CEI)- Phase 68</b> |                               |                    |                    |                      |
| FY: 22-23 (TALU)   | \$ 10,761.00                  | \$ _____           | \$ _____           | \$ 10,761.00         |
| FY: (Local Agency Program- CEI Project Mgmt)                   | \$ _____                      | \$ _____           | \$ _____           | \$ _____             |
| FY: (Insert Program Name)                                      | \$ _____                      | \$ _____           | \$ _____           | \$ _____             |
| <b>Total CEI Cost</b>  | \$ 10,761.00                  | \$ 0.00            | \$ 0.00            | \$ 10,761.00         |
| <b>(Insert Phase)</b>  |                               |                    |                    |                      |
| FY: (Insert Program Name)                                      | \$ _____                      | \$ _____           | \$ _____           | \$ _____             |
| FY: (Insert Program Name)                                      | \$ _____                      | \$ _____           | \$ _____           | \$ _____             |
| FY: (Insert Program Name)                                      | \$ _____                      | \$ _____           | \$ _____           | \$ _____             |
| <b>Total Phase Costs</b>                                       | \$ 0.00                       | \$ 0.00            | \$ 0.00            | \$ 0.00              |
| <b>TOTAL COST OF THE PROJECT</b>                               | \$ 728,201.00                 | \$ 0.00            | \$ 0.00            | \$ 728,201.00        |

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:  
 I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Kim Evans  
 District Grant Manager Name  
 DocuSigned by:  
  
 Signature  
 03/22/2023 | 11:10 AM EDT  
 Date

**EXHIBIT "C" Cont.'d  
Previously Executed LAP Agreement**

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

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**EXHIBIT C**

**TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") *Title 49, Code of Federal Regulations, Part 21*, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

**EXHIBIT "C" Cont.'d  
Previously Executed LAP Agreement**

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Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

**(6.) Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**(7.) Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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Previously Executed LAP Agreement**

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-011-0D  
PROGRAM MANAGEMENT  
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Page 1 of 1

**EXHIBIT D  
RECIPIENT RESOLUTION**

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

**EXHIBIT "C" Cont.'d  
Previously Executed LAP Agreement**

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All Form 525-010-40E

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

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**EXHIBIT E**

**FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)**

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205  
CFDA Title: Highway Planning and Construction  
Federal-Aid Highway Program, Federal Lands Highway Program  
CFDA Program Site: [https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is\\_active=true&page=1](https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is_active=true&page=1)  
Award Amount: \$728,201.00  
Awarding Agency: Florida Department of Transportation  
Award is for R&D: No  
Indirect Cost Rate: N/A

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:**

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:**

Title 23 – Highways, United States Code  
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code  
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the "Bipartisan Infrastructure Law")  
<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

Federal Highway Administration – Florida Division  
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)  
<https://www.fsrs.gov/>

**EXHIBIT "C" Cont.'d  
Previously Executed LAP Agreement**

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

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**EXHIBIT F**

**CONTRACT PAYMENT REQUIREMENTS**  
**Florida Department of Financial Services, Reference Guide for State Expenditures**  
**Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

**Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

**Fringe benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

**Travel:** Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

**Other direct costs:** Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

**Indirect costs:** If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

**EXHIBIT "C" Cont.'d  
Previously Executed LAP Agreement**

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**Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

**EXHIBIT "C" Cont.'d  
Previously Executed LAP Agreement**

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

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**EXHIBIT G**

**FHWA FORM 1273  
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE  
WITH FHWA 1273.**

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:  
<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

**EXHIBIT "C" Cont.'d  
Previously Executed LAP Agreement**

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**EXHIBIT "C" Cont.'d  
 Previously Executed LAP Agreement**

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To: kimberly.evans@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION  
 FUNDS APPROVAL**

**G2H97**

**3/22/2023**

**CONTRACT INFORMATION**

|  |  |
|--|--|
| <b>Contract:</b>                         | G2H97  |
| <b>Contract Type:</b>                    | GD - GRANT DISBURSEMENT (GRANT)  |
| <b>Method of Procurement:</b>            | G - GOVERNMENTAL AGENCY (287.057,F.S.)   |
| <b>Vendor Name:</b>                      | NASSAU COUNTY BOARD OF COUNTY C  |
| <b>Vendor ID:</b>                        | F591863042053  |
| <b>Beginning Date of This Agreement:</b> | 03/21/2023   |
| <b>Ending Date of This Agreement:</b>    | 06/30/2026   |
| <b>Contract Total/Budgetary Ceiling:</b> | ct = \$728,201.00  |
| <b>Description:</b>                      | CST & CEI project management of a bike path/trail on Ameliainsland Parkway Trail from VIA Del Rey to 14th Street |

**FUNDS APPROVAL INFORMATION**

**FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 3/22/2023**

|                         |              |             |
|-------------------------|--------------|-------------|
| Action:                 | Original     | Original    |
| Reviewed or Approved:   | APPROVED     | APPROVED    |
| Organization Code:      | 55024010206  | 55024010206 |
| Expansion Option:       | B1           | A8          |
| Object Code:            | 780000       | 780000      |
| Amount:                 | \$717,440.00 | \$10,761.00 |
| Financial Project:      | 43733515801  | 43733516802 |
| Work Activity (FCT):    | 215          | 215         |
| CFDA:                   | 20.205       | 20.205      |
| Fiscal Year:            | 2023         | 2023        |
| Budget Entity:          | 55150200     | 55150200    |
| Category/Category Year: | 088717/23    | 088718/23   |
| Amendment ID:           | O001         | O001        |
| Sequence:               | 00           | 01          |
| User Assigned ID:       |              |             |
| Enc Line (6s)/Status:   | 0001/04      | 0002/04     |

**Total Amount: \$728,201.00**

**EXHIBIT "C" Cont.'d  
Previously Executed LAP Agreement**

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**RESOLUTION NO. 2023-016**

**A RESOLUTION AUTHORIZING THE EXECUTION OF THE AGREEMENT  
BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
AND THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY,  
FLORIDA FOR THE CONSTRUCTION OF A MULTI-USE PATH ALONG THE  
AMELIA ISLAND PARKWAY FROM VIA DEL REY TO SOUTH 14<sup>TH</sup> STREET**

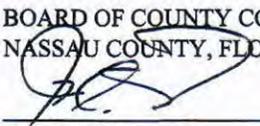
**WHEREAS**, the Deputy County Manager / County Engineer has recommended that the Board of County Commissioners of Nassau County, Florida, execute a Local Agency Program Agreement between the State of Florida Department of Transportation and Nassau County, Florida regarding the construction and management of the civil engineering inspection for a multi-use path along the Amelia Island Parkway from Via Del Rey to South 14<sup>th</sup> Street in Nassau County, Florida (Financial ID No. 437335-1-58-01 & 437335-1-68-02)

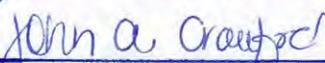
**NOW, THEREFORE, BE IT RESOLVED**, this 27<sup>th</sup> day of February, 2023, by the Board of County Commissioners of Nassau County, Florida as follows:

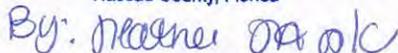
1. The Local Agency Program Agreement between the State of Florida Department of Transportation and Nassau County is hereby approved and the Chairman is authorized to execute said agreement.



BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
Clint A. Farmer  
Chairman

**CERTIFIED TRUE COPY**  
  
EX-OFFICIO, Clerk of the Board of County Comm.  
Nassau County, Florida

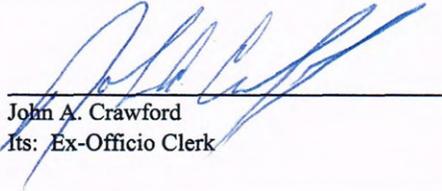
By: 

**EXHIBIT "C" Cont.'d  
Previously Executed LAP Agreement**

DocuSign Envelope ID: 2BB254EE-6CC0-49CA-96DA-9791FC778C0E

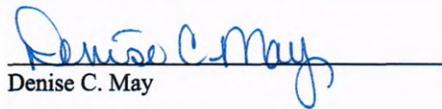
CM3332

Attest as to Chairman's  
Signature:



John A. Crawford  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney:



Denise C. May

**EXHIBIT "D"**  
**(RESOLUTION)**