

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/20/2021

Contract/Lease Control #: C21-3033-PW

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: LIZA JACKSON PREPARATORY SCHOOL, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/19/2021

Expiration Date: INDEFINITE

Description of: INTERSECTION IMPROVEMENTS, CONSTRUCTION & MAINT AGREEMENT

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JAUTREY@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

**INTERSECTION IMPROVEMENT, CONSTRUCTION
AND MAINTENANCE AGREEMENT**

THIS AGREEMENT is entered into between **OKALOOSA COUNTY, FLORIDA**, a political subdivision of the State of Florida (the "County") and **LIZA JACKSON PREPARATORY SCHOOL, INC.**, a Florida corporation ("LJPS") on this 19 day of January, 2021.

WITNESSETH

WHEREAS, LJPS is constructing a school in the southeast quadrant of Lewis Turner Boulevard and Hospital Road, together with roadway and stormwater improvements on Lewis Turner Boulevard and Hospital Road, in Okaloosa County, Florida (the "Project"), as more fully described in the plans by Choctaw Engineering, Inc., dated 27 March, 2020, with the most recent revision date of 7 July 2020 (the "Plans"), attached as Exhibit "A"; and

WHEREAS, the County included Lewis Turner Boulevard and Hospital Road intersection and signalization improvements in its future plans for development with Infrastructure Surtax funds; and

WHEREAS, the Infrastructure Surtax Advisory Committee voted unanimously to recommend advancement and funding of the road and signalization improvements at its meeting on October 14, 2020; and

WHEREAS, the Board of County Commissioners voted unanimously to approve the advancement and funding of the road and signalization improvements with Infrastructure Surtax funds at its regular meeting on November 3, 2020; and

WHEREAS, it is a benefit to the public health, safety and welfare for the parties to work together to improve the intersection and signalization of Lewis Turner Boulevard and Hospital Road.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement agree, covenant and stipulate as follows:

1. The above recitals are true and correct and are incorporated into this Agreement as essential terms.
2. The cost of County improvements, defined as the roadway, stormwater, sidewalk, striping and all other improvements constructed within the revised right-of-way (existing plus any

additional right-of-way dedicated for the benefit of the Project), together with improvements to retention area “E” as more particularly shown on sheet 8 of 19, labeled “Grading Plan (2 of 2)” and sheet 10 of 19, labeled “Drainage Plan (2 of 2)” (the “Private Stormwater Retention Area”) is initially estimated to be four hundred thirty five thousand dollars (\$435,000.00), (the “Approved Cost of Improvements”). The Approved Cost of Improvements shall be adjusted based on verified receipts of the actual costs. Any increase to the Approved Cost of Improvements in excess of the initially approved four hundred thirty five thousand dollars (\$435,000.00) will necessitate a recommendation by the Infrastructure Surtax Advisory Committee, approval by the Board of County Commissioners and an amendment to this Agreement.

3. LJPS hereby agrees to:

- a. Construct the roadway, stormwater, sidewalk, striping and other improvements on and adjacent to the rights-of-way of Hospital Road and Lewis Turner Blvd. as more particularly shown in the Plans.
- b. Authorize the County to access its property for the purpose of inspecting the stormwater retention and piping system, and grant the County the ongoing right to discharge stormwater from the County right-of-way into the Private Stormwater Retention Area.
- c. Maintain the 18” RCP piping, mitered end section and rip rap system located on private property and extending into the Private Stormwater Retention Area from the point it leaves the County right-of-way to the Private Stormwater Retention Area.
- d. Maintain the Private Stormwater Retention Area.

4. The County hereby agrees to:

- a. Provide and install any signalization improvements necessitated by the roadway improvement.
- b. Accept, subject to County’s inspection and confirmation of satisfactory installation, all improvements constructed within the County’s right-of-way and the Private Stormwater Retention Area (the “County Improvements”), and to reimburse LJPS for the cost of constructing said County Improvements in accordance with the following provisions:
 - i. LJPS shall submit a report to the County Engineer, together with invoices documenting the actual costs of the County Improvements.

- ii. Within forty-five (45) days of receipt of said documentation and confirmation by the County Engineer of satisfactory installation of the County Improvements, the County shall reimburse ninety percent (90%) of the Approved Cost of Improvements, with the remaining ten percent (10%) to be held for a period of 18 months from the date of confirmation of satisfactory installation (the "Warranty Period").
 - iii. Within thirty days after the end of the Warranty Period, if an inspection reveals no need for additional work or repairs, the County shall reimburse the remaining ten percent (10%) of the Approved Cost of Improvements.
5. This Agreement shall be binding upon the successors and assigns of the parties hereto and shall be deemed to be a covenant running with the land.
6. This Agreement represents the entire understanding between the parties with respect to the undertakings covered hereunder and there are no oral or collateral agreements with respect thereto between the parties.
7. The validity, construction and performance of this Agreement shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Okaloosa County, Florida.
8. If any portion of the Agreement, the deletion of which would not adversely affect the receipt of any material benefit by either party, is for any reason held or declared to be invalid or unenforceable, such determination shall not affect the remaining portions of this Agreement. If this Agreement or any portion of this Agreement is held or declared to be inapplicable to any person, property or circumstance, such determination shall not affect its applicability to any other person, property or circumstance.

IN WITNESS WHEREOF, this instrument has been executed and is effective on the date set forth above.

LIZA JACKSON PREPARATORY SCHOOL, INC.

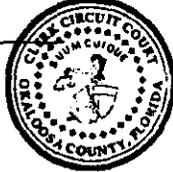


Nicola H. Roberts, CEO

Dated: 1-6-2021

ATTEST

J.D. Peacock II, Clerk



OKALOOSA COUNTY, FLORIDA

Carolyn N. Ketchel
Carolyn N. Ketchel
Chairman



Dated: JAN 19 2021

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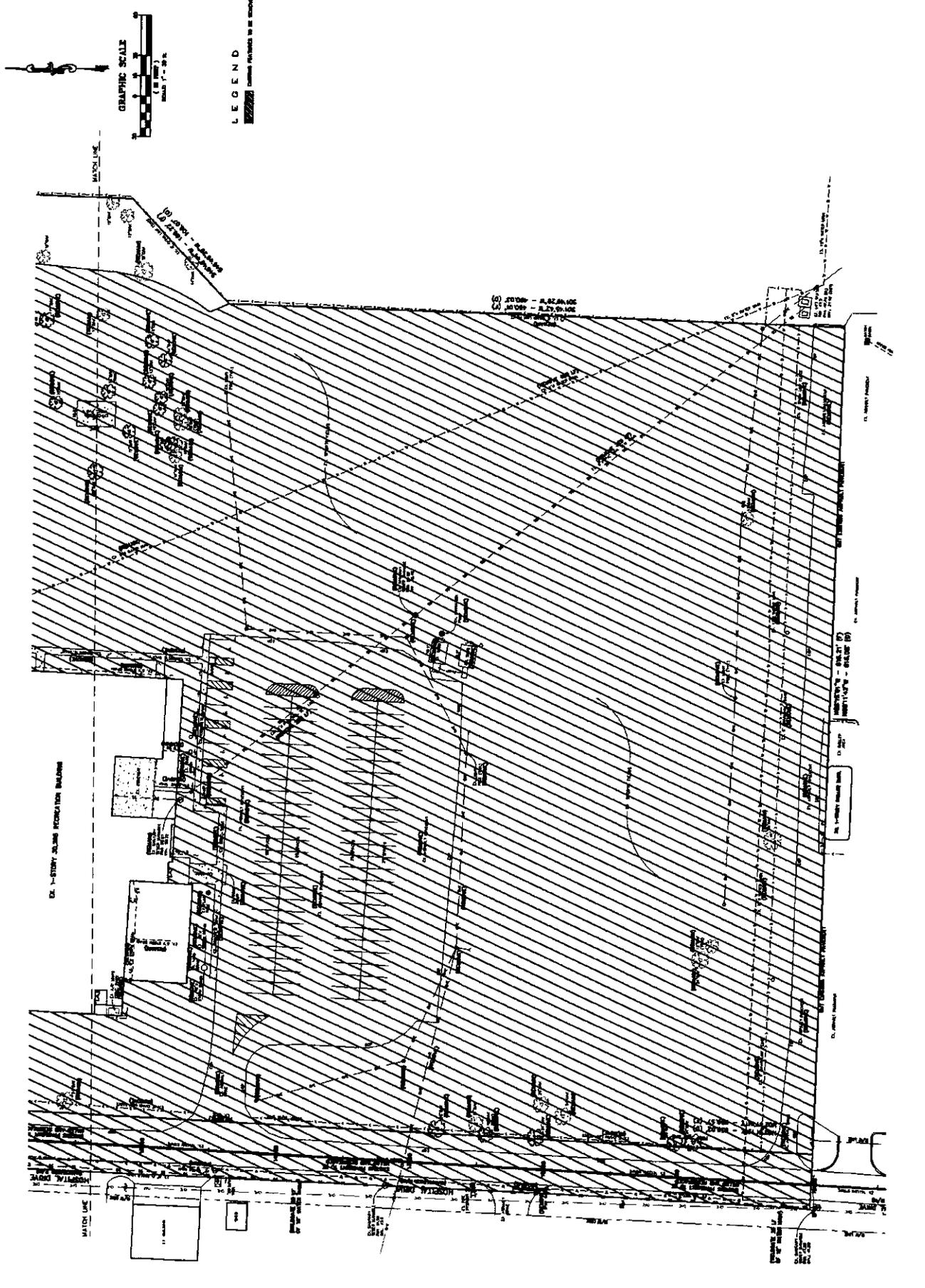
CEI
 CHOCTAW ENGINEERING, INC.
 ENGINEERING • ENVIRONMENTAL • SURVEYING
 3333 W. WATSON AVENUE
 FORT WORTH TEXAS 76107
 PHONE 817-335-8800
 FAX 817-335-8800
 WWW.CHOCTAWENGINEERING.COM
 CERTIFICATE OF AUTHORIZATION NO. 1838

10 AM '20 - PER CITY, COUNTY AND STATE COMMENTS

10 AM '20 - PER CITY, COUNTY AND STATE COMMENTS

LIZA JACKSON
 PREPARATORY SCHOOL
 DEMOLITION PLAN (2 OF 2)
 Not valid unless bearing Engineer's professional seal.

DATE: 07/17/2020
 TIME: 10:00 AM
 PROJECT: LIZA JACKSON PREPARATORY SCHOOL
 SHEET: 2 OF 2
 DRAWN BY: JACOB
 CHECKED BY: JACOB
 DATE: 07/17/2020



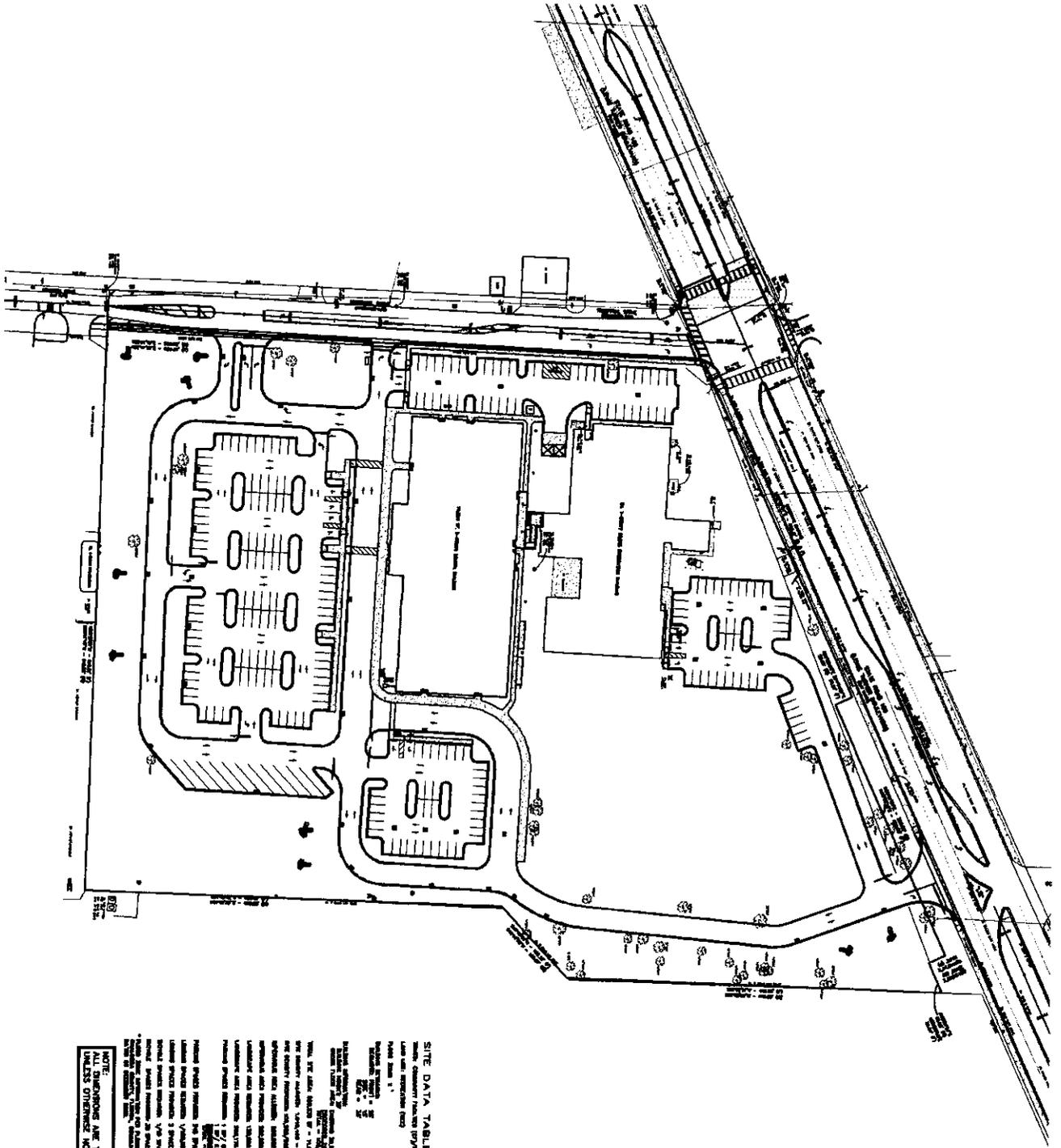
LEGEND

EXISTING STRUCTURE TO BE DEMOLISHED

GRAPHIC SCALE

1" = 10' - 0"

0' 0" 10' 20' 30' 40' 50'



NOTE:
 DIMENSIONS ARE TO FACE OF CURB
 UNLESS OTHERWISE NOTED.

REVISIONS:
 10 JAN 28 - PER CITY, COUNTY AND FOOT COMMENTS
 18 JAN 28 - PER CITY COMMENTS
 7 JULY 28 - PER FOOT COMMENTS

SITE DATA TABLE:
 NAME: LIZA JACKSON PREPARATORY SCHOOL
 ADDRESS: 10000 W. 10th Avenue
 CITY: FORT WALKER BEACH, FLORIDA 32834
 COUNTY: ALACHUA COUNTY, FLORIDA
 PROJECT NO.: 10000 W. 10th Avenue
 SHEET NO.: 10000 W. 10th Avenue

LEGEND:
 1. EXISTING CURB
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GRAPHIC SCALE:
 1" = 100'-0"

LEGEND:
 1. EXISTING CURB
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 20. EXISTING DRIVEWAY

DATE: 10/19/28
 DRAWN BY: J. SMITH
 CHECKED BY: M. C. SMITH
 APPROVED BY: M. C. SMITH
 SCALE: AS SHOWN
 SHEET NO.: 10000 W. 10th Avenue
 OF 10000 W. 10th Avenue

**LIZA JACKSON
 PREPARATORY SCHOOL
 OVERALL SITE PLAN**
 Mark C. Smith, P.E.
 FL. REG. NO. 48824

REVISIONS:
 10 JAN 28 - PER CITY, COUNTY AND FOOT COMMENTS
 18 JAN 28 - PER CITY COMMENTS
 7 JULY 28 - PER FOOT COMMENTS

CEI CHOCTAW ENGINEERING, INC.
 ENGINEERING • ENVIRONMENTAL • SURVEYING
 12 THURLOW AVENUE
 FORT WALKER BEACH, FLORIDA 32834
 PHONE: 904-288-2888
 FAX: 904-288-2888
 EMAIL: ce@choctaweng.com
 CERTIFICATE OF AUTHORIZATION No. 1538

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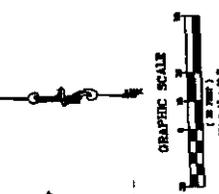
LIZA JACKSON
PREPARATORY SCHOOL
GRADING PLAN (2 OF 2)
LARRY C. SMITH, P.E.
FL REG. NO. 49831
Not valid when bearing Engineer's professional seal.

15 JAN 20 - PER CITY COMMENTS
15 JAN 20 - PER CITY COMMENTS
15 JAN 20 - PER CITY COMMENTS

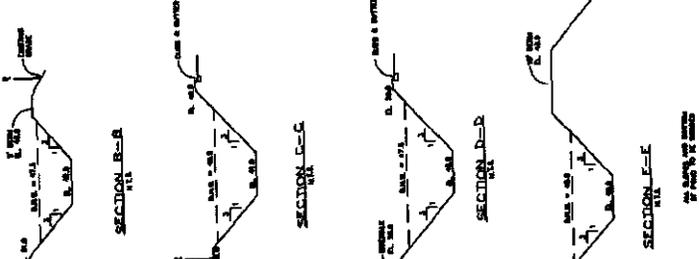
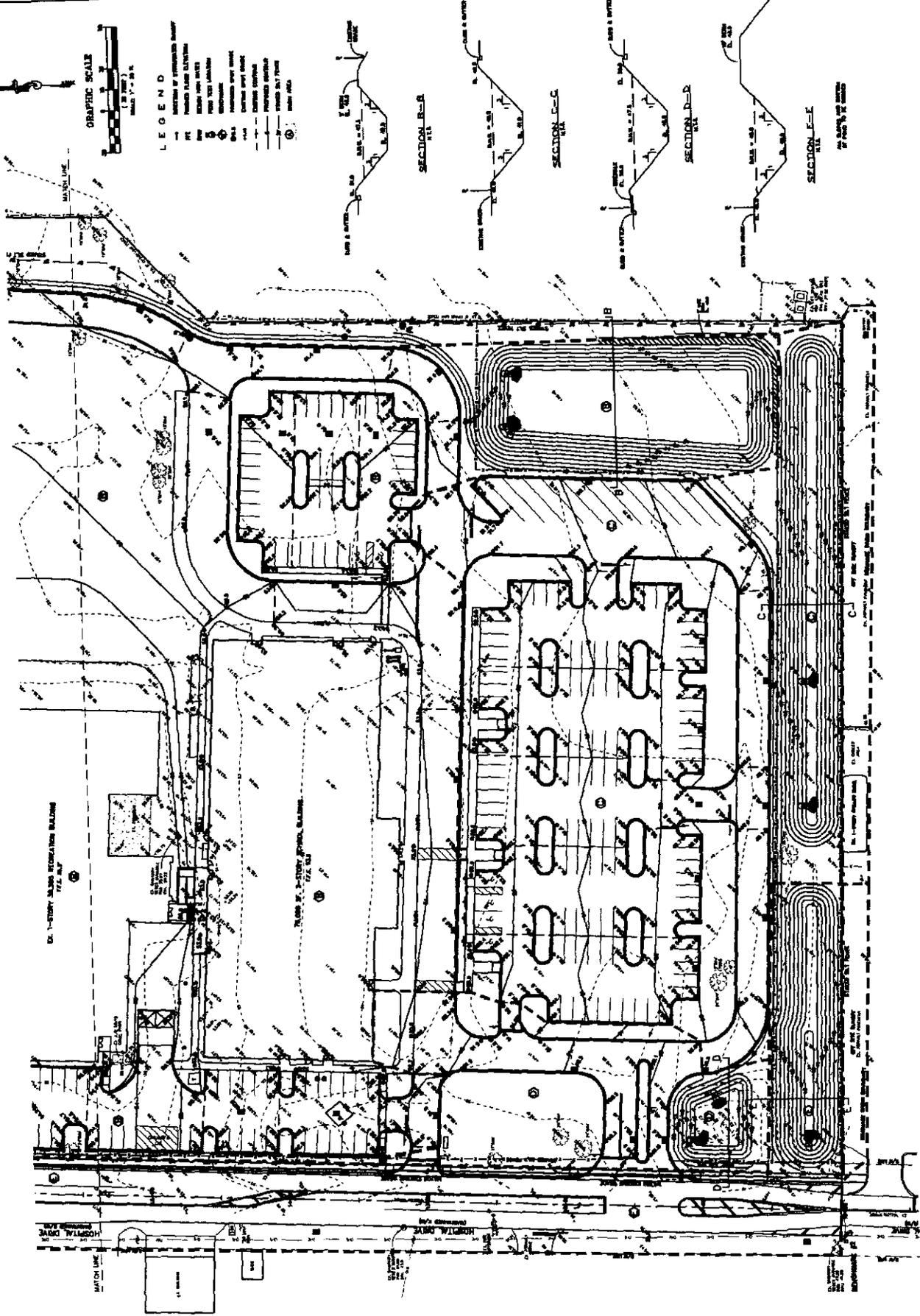
CHOCTAW ENGINEERING, INC.
ENGINEERING • ENVIRONMENTAL • SURVEYING
10000 W. STATE ROAD 100
SUITE 100
FORT WALTHAM BOULEVARD, FORT WALTHAM, FL 32837
TEL: 407-299-1111
FAX: 407-299-1112
WWW.CHOCTAWENGINEERING.COM
CERTIFICATE OF AUTHORIZATION No. 1555

CEI

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- LEGEND**
- 1. EXISTING GRADE
 - 2. PROPOSED GRADE
 - 3. PROPOSED ASPHALT DRIVE
 - 4. PROPOSED CONCRETE DRIVE
 - 5. PROPOSED SIDEWALK
 - 6. PROPOSED BIKEWAY
 - 7. PROPOSED BIKEWAY WITH SHOULDER
 - 8. PROPOSED BIKEWAY WITH SHOULDER AND CURB
 - 9. PROPOSED BIKEWAY WITH SHOULDER AND CURB AND SIDEWALK
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EXISTING GRADE
PROPOSED GRADE

EXISTING GRADE
PROPOSED GRADE

HOSPITAL DRIVE
MATCH LINE

HOSPITAL DRIVE
MATCH LINE

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01
DATE
SCALE
PROJECT
CLIENT
DESIGNER
CHECKER
APPROVER
DATE

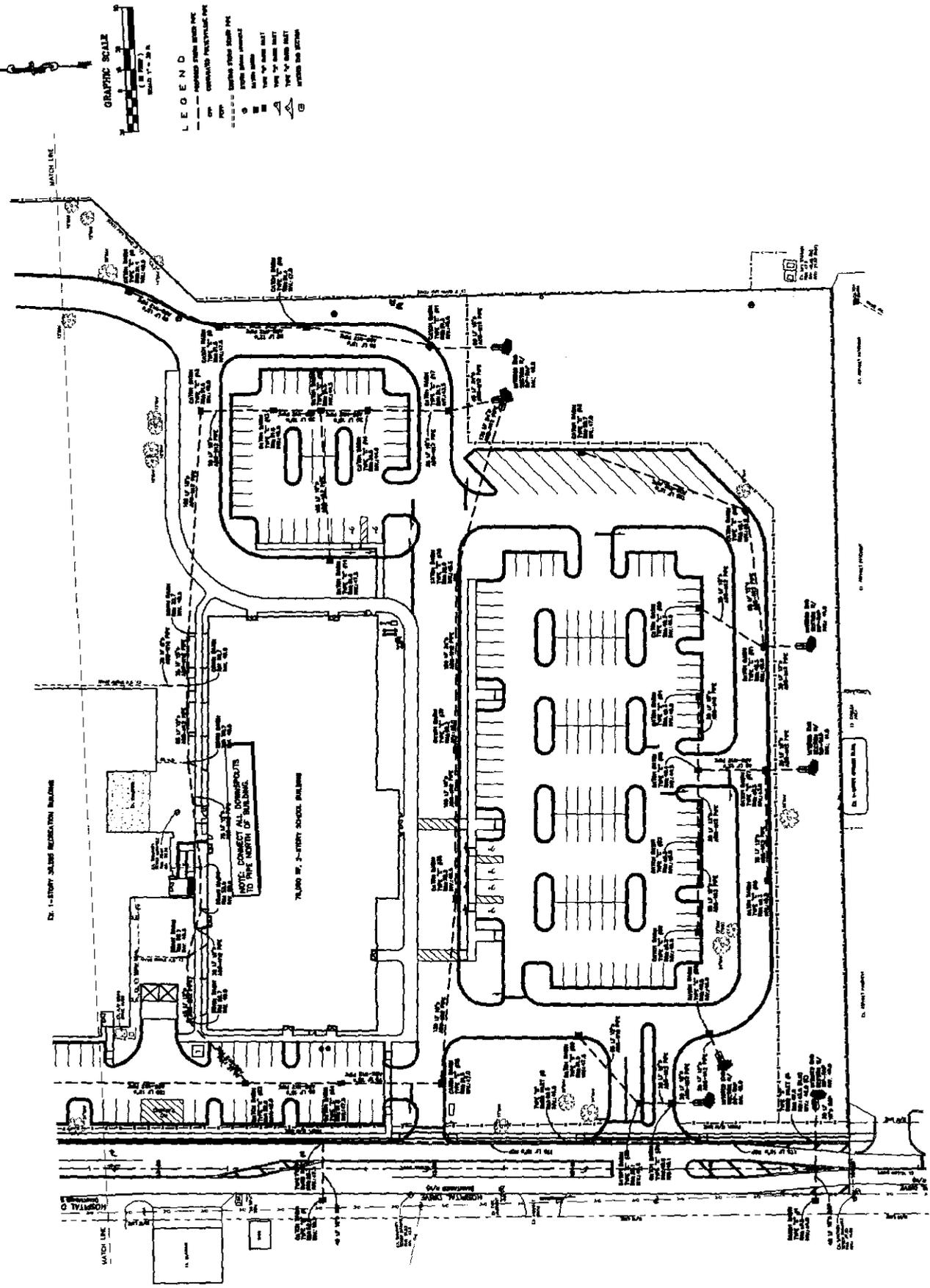
LIZA JACKSON
 PREPARATORY SCHOOL
 DRAINAGE PLAN (2 OF 2)
 PLAN NO. 2021
 SHEET NO. 01

18 JAN 20 - PER CITY CODES
 18 JAN 20 - PER CITY CODES
 18 JAN 20 - PER CITY CODES

CHOCTAW ENGINEERING, INC.
 ENGINEERING • ENVIRONMENTAL • SURVEYING
 1000 WEST BAYVIEW AVENUE
 SUITE 100
 FORT WALTON BEACH, FLORIDA 32410
 PHONE 904-852-1111
 FAX 904-852-1112
 WWW.CHOCTAWENGINEERING.COM

CERTIFICATE OF AUTHORIZATION NO. 1828

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LEGEND

- 1. 12" DIA. 10' DEEP MANHOLE
- 2. 12" DIA. 10' DEEP MANHOLE WITH 18" DIA. 10' DEEP CATCH BASIN
- 3. 12" DIA. 10' DEEP MANHOLE WITH 18" DIA. 10' DEEP CATCH BASIN AND 18" DIA. 10' DEEP CATCH BASIN
- 4. 12" DIA. 10' DEEP MANHOLE WITH 18" DIA. 10' DEEP CATCH BASIN AND 18" DIA. 10' DEEP CATCH BASIN
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- 10. 12" DIA. 10' DEEP MANHOLE WITH 18" DIA. 10' DEEP CATCH BASIN AND 18" DIA. 10' DEEP CATCH BASIN

GRAPHIC SCALE

1" = 20'

CHOCYAW ENGINEERING, INC.
 ENGINEERING • ENVIRONMENTAL • SURVEYING
 12100 WILSON AVENUE
 FORT WALTON BEACH, FLORIDA 32410
 PHONE 904-241-1111
 FAX 904-241-1112
 WWW.CHOCYAWENGINEERING.COM
 CERTIFICATE OF AUTHORIZATION NO. 1888

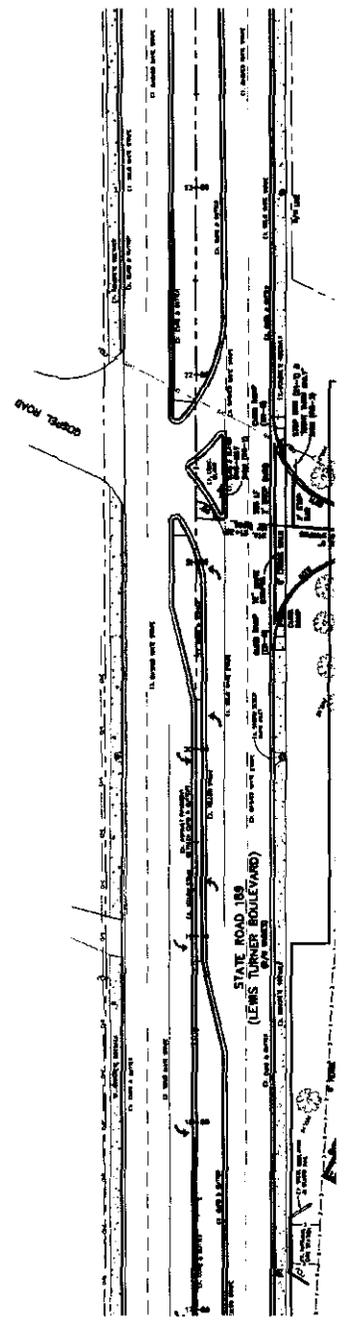
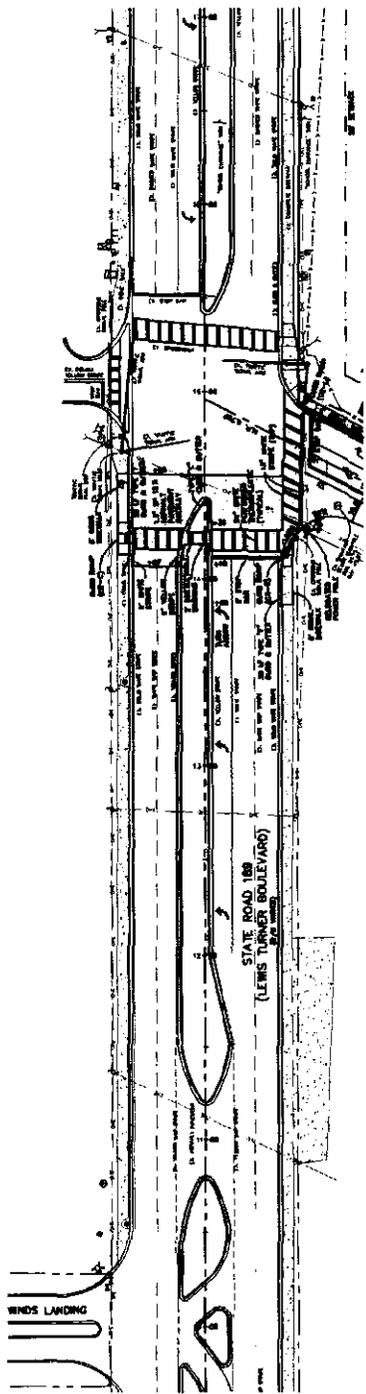
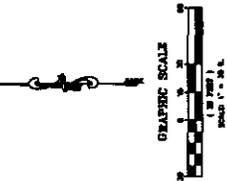


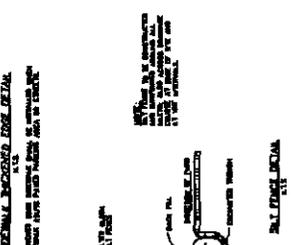
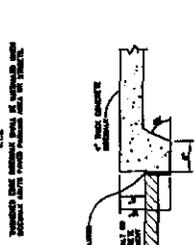
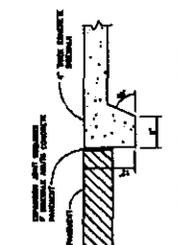
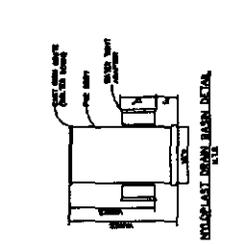
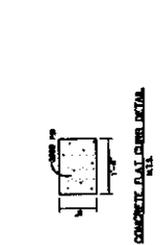
7 JULY 20 - 652 FOOT CONDUIT

LISA JACKSON
 PREPARATORY SCHOOL
 PDOT SIGNING AND MARKING PLAN
 Not valid unless bearing Engineer's seal and red
 MARK C. SMITH, P.E.
 FL REG. NO. 68331

DATE	07/20/17
BY	MARK C. SMITH
SCALE	1" = 30'
PROJECT	STATE ROAD 189
LOCATION	STATE ROAD 189
SECTION	SECTION 189
DATE	07/20/17

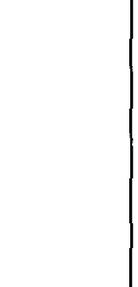
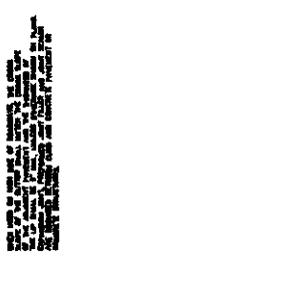
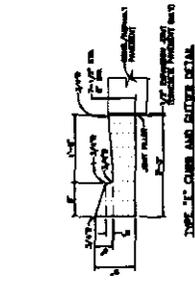
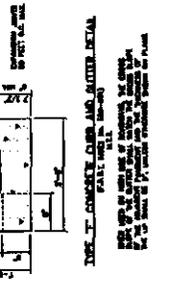
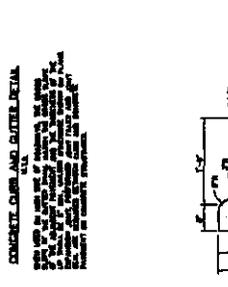
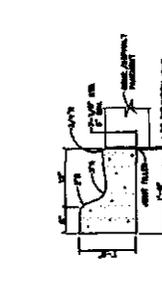
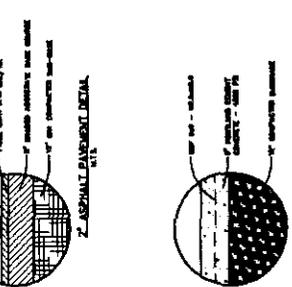
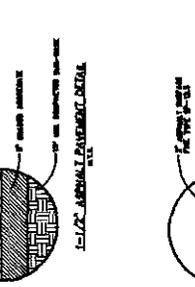
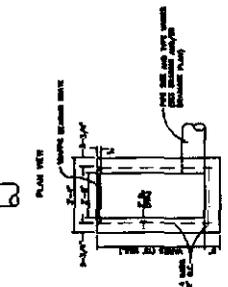
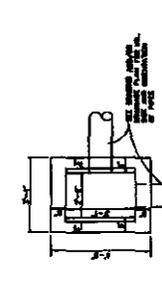
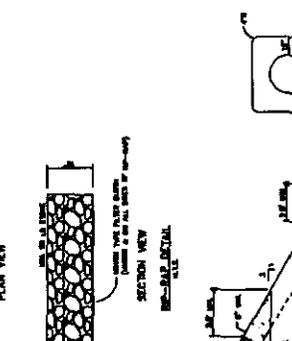
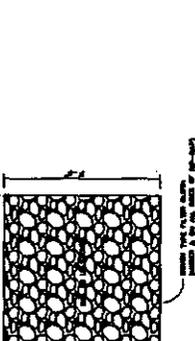
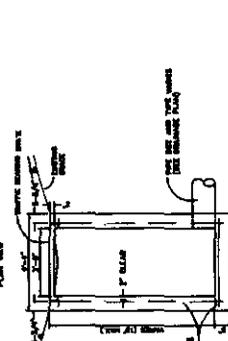
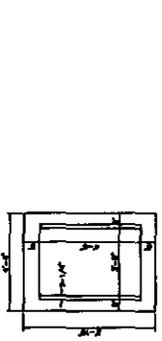
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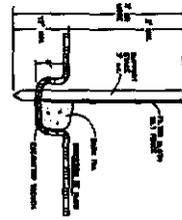




MISCELLANEOUS NOTES:

1. ALL CURBS SHALL BE CONCRETE UNLESS OTHERWISE NOTED.
2. ALL CURBS SHALL BE 6" HIGH UNLESS OTHERWISE NOTED.
3. ALL CURBS SHALL BE 12" WIDE UNLESS OTHERWISE NOTED.
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6. ALL CURBS SHALL BE 12" WIDE UNLESS OTHERWISE NOTED.



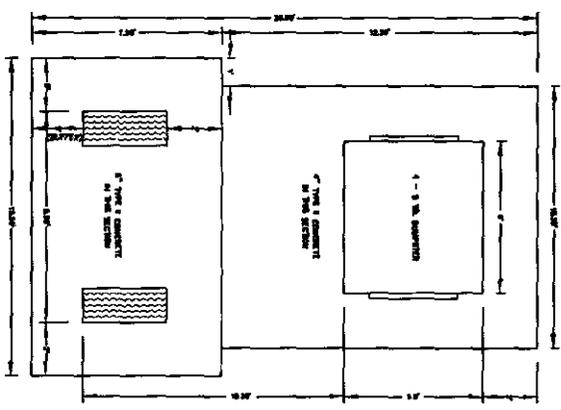


STANDARD CONCRETE PARAPET WALL
 E.L.S.
 (SEE PLAN)

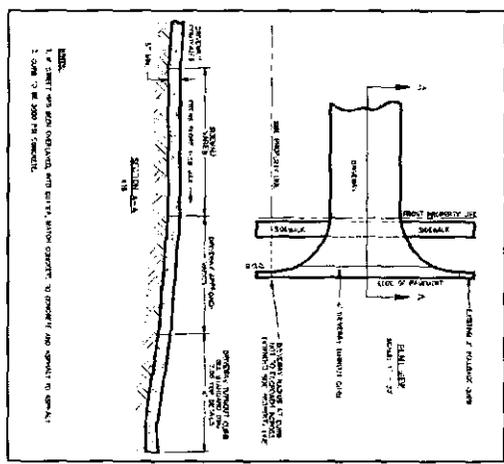
GENERAL NOTES:
 1. ALL WALL PARAPETS SHALL BE CONCRETE AND SHALL BE REINFORCED TO THE FULL HEIGHT.
 2. ALL WALL PARAPETS SHALL BE FINISHED WITH A 1/2" THICK CONCRETE TOP.
 3. ALL WALL PARAPETS SHALL BE FINISHED WITH A 1/2" THICK CONCRETE TOP.
 4. ALL WALL PARAPETS SHALL BE FINISHED WITH A 1/2" THICK CONCRETE TOP.
 5. ALL WALL PARAPETS SHALL BE FINISHED WITH A 1/2" THICK CONCRETE TOP.

CITY OF FORT SUITE FENCE
 (SEE PLAN)

STANDARD CONCRETE PARAPET WALL
 E.L.S.
 (SEE PLAN)

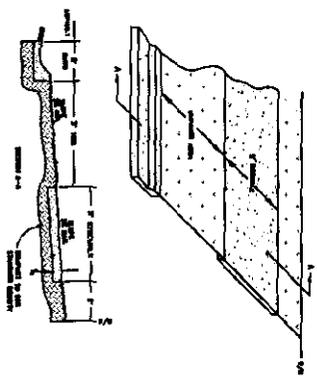


GENERAL NOTES:
 1. ALL WALL PARAPETS SHALL BE CONCRETE AND SHALL BE REINFORCED TO THE FULL HEIGHT.
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 4. ALL WALL PARAPETS SHALL BE FINISHED WITH A 1/2" THICK CONCRETE TOP.
 5. ALL WALL PARAPETS SHALL BE FINISHED WITH A 1/2" THICK CONCRETE TOP.



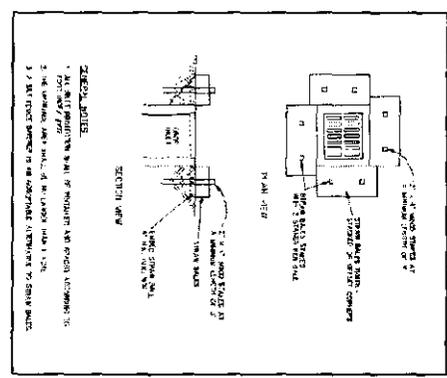
STANDARD COMMERCIAL STRUCTURAL DETAIL
 E.L.S.
 (SEE PLAN)

GENERAL NOTES:
 1. ALL WALL PARAPETS SHALL BE CONCRETE AND SHALL BE REINFORCED TO THE FULL HEIGHT.
 2. ALL WALL PARAPETS SHALL BE FINISHED WITH A 1/2" THICK CONCRETE TOP.
 3. ALL WALL PARAPETS SHALL BE FINISHED WITH A 1/2" THICK CONCRETE TOP.
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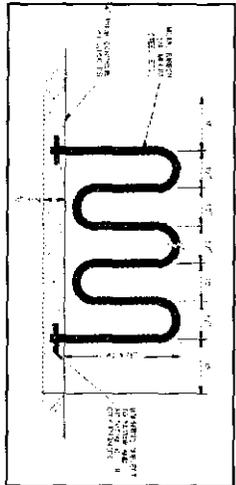
STANDARD SIDEWALK
 E.L.S.
 (SEE PLAN)

GENERAL NOTES:
 1. ALL WALL PARAPETS SHALL BE CONCRETE AND SHALL BE REINFORCED TO THE FULL HEIGHT.
 2. ALL WALL PARAPETS SHALL BE FINISHED WITH A 1/2" THICK CONCRETE TOP.
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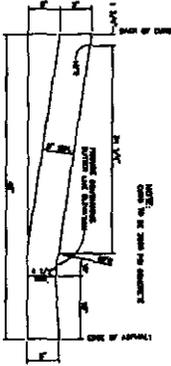


MULTI-DIRECTIONAL DETAIL
 E.L.S.
 (SEE PLAN)

GENERAL NOTES:
 1. ALL WALL PARAPETS SHALL BE CONCRETE AND SHALL BE REINFORCED TO THE FULL HEIGHT.
 2. ALL WALL PARAPETS SHALL BE FINISHED WITH A 1/2" THICK CONCRETE TOP.
 3. ALL WALL PARAPETS SHALL BE FINISHED WITH A 1/2" THICK CONCRETE TOP.
 4. ALL WALL PARAPETS SHALL BE FINISHED WITH A 1/2" THICK CONCRETE TOP.
 5. ALL WALL PARAPETS SHALL BE FINISHED WITH A 1/2" THICK CONCRETE TOP.



SCHOOL DOOR DETAIL
 E.L.S.
 (SEE PLAN)



STANDARD BOLLARD CURB DETAIL
 E.L.S.
 (SEE PLAN)



PARAPET CURB AND GUTTER DETAIL
 E.L.S.
 (SEE PLAN)

GENERAL NOTES:
 1. ALL WALL PARAPETS SHALL BE CONCRETE AND SHALL BE REINFORCED TO THE FULL HEIGHT.
 2. ALL WALL PARAPETS SHALL BE FINISHED WITH A 1/2" THICK CONCRETE TOP.
 3. ALL WALL PARAPETS SHALL BE FINISHED WITH A 1/2" THICK CONCRETE TOP.
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