

Board of County Commissioners Agenda Request

Date of Meeting: September 27, 2022

Date Submitted: September 7, 2022

To: Honorable Chairman and Members of the Board

From: Edward J. Dixon, County Administrator

Subject: Off-System Project Maintenance Agreement - Realigning the Dover Road and SR 10 (US 90)

Statement of Issue:

This agenda item is presented to the Board for approval of the State of Florida Department of Transportation Off System Project Maintenance Agreement for the County to agree with maintaining the project realigning of Dover Road and SR 10 (US 90) that is located on the County's right-of-way.

Background:

The Department of Transportation is preparing to undertake a project realigning Dover Road and SR 10 (US 90) intersection within Gadsden County identified and known to the parties by Financial Project I.D. 449500-1. The project will be performed on Dover Road in Gadsden County. (Dover road is not on the State Highway).

Analysis:

The Department of Transportation shall be responsible for the design and construction of the project, which consists of the realignment of the Dover Road and SR 10 (US 90) intersection, the installation of a new signal at the intersection, a new stormwater pond and other minor improvements as needed. The Department of Transportation shall have final decision authority with respect to the design, review process and construction of the project. Gadsden County shall cooperate with and shall support the Department's work efforts in these regards.

Fiscal Impact:

State funding is available for the costs of milling and resurfacing and other minor related improvements on realigning the Dover Road and SR 10 (US 90) intersection pursuant to Title 23, United States Code.

Options:

1. Approve of the Department of Transportation Off-System Project Maintenance Agreement – Realigning Dover Road and SR 10 (US 90) and Resolution 2022-022 and authorize the Chairman to sign all related documents.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

Option 1.

Attachments:

1. The State of Florida Department of Transportation Off-system Project Maintenance Agreement for Dover Road and SR 10 (US 90)
2. The State of Florida Department of Transportation – Signing and Pavement Marking Plans for Dover Road and SR 10 (US 90)
3. Resolution 2022-022

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
OFF SYSTEM PROJECT MAINTENANCE AGREEMENT

This Off System Project Maintenance Agreement (“Agreement”) is between the State of Florida Department of Transportation (“DEPARTMENT”), and the Gadsden County, Florida, a political subdivision of the State of Florida (“LOCAL AGENCY”). The DEPARTMENT and the LOCAL AGENCY are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties.”

RECITALS

1. State funding is available for the costs of milling and resurfacing and other minor related improvements on realigning the Dover Road and SR 10 (US 90) intersection pursuant to Title 23, United States Code; and

2. The DEPARTMENT is preparing to undertake a project within the LOCAL AGENCY identified and known to the Parties by Financial Project I.D.449500-1, which will be of benefit to the LOCAL AGENCY (“PROJECT”); and

3. The PROJECT, or a portion of the PROJECT, is being performed on Dover Road in Gadsden County, Florida, roads not on the State Highway System; and

4. The PROJECT requires agreement by the LOCAL AGENCY to maintain the PROJECT, or the portion of the PROJECT, that is located on the LOCAL AGENCY’S right-of-way; and

5. The LOCAL AGENCY, by resolution No: _____, dated _____, 2022, a copy of which is attached hereto and made a part hereof, has authorized the _____ to execute this Agreement.

NOW THEREFORE, in consideration of the mutual benefits to be derived by the terms of this Agreement, the Parties hereby agree as follows:

6. The recitals in paragraphs 1-5 above are true and correct and are made a part of this Agreement.

7. The DEPARTMENT shall be responsible for the design and construction of the PROJECT, which consists of the realignment of the Dover Road and SR 10 (US 90) intersection, the installation of a new signal at the intersection, a new stormwater pond and other minor improvements as needed. The DEPARTMENT shall have final decision authority with respect to the design, design review process and construction of the PROJECT. The LOCAL AGENCY shall cooperate with and shall support the DEPARTMENT ‘s work efforts in these regards.

8. The LOCAL AGENCY hereby appoints the DEPARTMENT as its agent for purposes of the notification, construction, reconstruction, and relocation of utilities under Sections 337.401, 337.402, 337.403, and 337.404, Florida Statutes. The LOCAL AGENCY agrees to fully

cooperate with the DEPARTMENT in the construction, reconstruction and relocation of utilities that may be located within the existing or acquired right-of-way. The Parties agree to meet on a periodic basis, as determined to be necessary by the DEPARTMENT, during the planning, design, construction, and post-construction phase to identify, plan and to relocate utilities. The responsibility for the costs associated with the relocation of utilities shall be based on Florida law as it relates to said matters. The Parties agree that if existing utilities owned by the LOCAL AGENCY are required to be reconstructed or relocated as a result of the PROJECT that the costs associated therewith shall be deemed to be a cost of the PROJECT to be paid for by the LOCAL AGENCY.

9. The LOCAL AGENCY agrees to maintain the PROJECT in perpetuity according to DEPARTMENT standards.

10. The LOCAL AGENCY acknowledges and agrees that LOCAL AGENCY'S right-of-way, and the improvements located within the LOCAL AGENCY right-of-way, are and will remain under the ownership of the LOCAL AGENCY and that the DEPARTMENT will not have any ownership interest in the right-of-way, improvements located thereon. Additionally, the DEPARTMENT'S right-of-way, and the improvements located within the DEPARTMENT'S right-of-way, are and will remain under the ownership of the DEPARTMENT and the LOCAL AGENCY will not have any maintenance responsibilities nor ownership interest in the right-of-way, improvements located thereon. Notwithstanding the requirements hereof, the DEPARTMENT is authorized to temporarily use the LOCAL AGENCY existing right-of-way for construction of the PROJECT and maintenance during construction shall be the responsibility of the DEPARTMENT and its contractor.

11. Upon completion of the PROJECT, the DEPARTMENT shall issue a Notice of Final Acceptance to the contractor with a copy of said notice being provided to the LOCAL AGENCY. Upon issuance of the Notice of Final Acceptance, the LOCAL AGENCY shall be immediately responsible for the perpetual maintenance of the PROJECT or the portion of the PROJECT that is located on the LOCAL AGENCY'S right-of-way. The DEPARTMENT shall also have the right to assign interim maintenance responsibility to the LOCAL AGENCY for specified portions of the PROJECT before the issuance of the Notice of Final Acceptance. Said assignment of maintenance responsibility shall be sent by the DEPARTMENT to the LOCAL AGENCY in writing with sufficient description to place the LOCAL AGENCY on notice of the interim maintenance responsibility. Notwithstanding the issuance of the Notice of Final Acceptance, the DEPARTMENT shall have the right to assure completion of any punch list by the contractor. Additionally, the LOCAL AGENCY understands and agrees that the DEPARTMENT shall transfer all permits to the LOCAL AGENCY as the operational maintenance entity and the LOCAL AGENCY agrees to accept said transfer and to become fully responsible to comply with all operational and maintenance conditions of the permits.

12. This Agreement shall become effective as of the date both Parties hereto have executed the Agreement and shall continue in full force and effect until the PROJECT is completed by the DEPARTMENT and the improvements have been turned over to the LOCAL AGENCY by the DEPARTMENT by formal notice from the DEPARTMENT. The DEPARTMENT reserves

the right to unilaterally cancel its performance hereunder if it determines that it is in the best interest of the public to do so. This discretion shall include but shall not be limited to budgetary and bid cost considerations.

13. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL AGENCY to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by the LOCAL AGENCY in conjunction with this Agreement.

14. It is understood that the DEPARTMENT's participation in said PROJECT is subject to Legislative approval of the DEPARTMENT's appropriation request in the work program year that the PROJECT is scheduled.

15. The DEPARTMENT's performance and obligations 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 years, funds approved from the DEPARTMENT'S Comptroller must be received every year prior to costs being incurred.

16. In the event this Agreement is in excess of \$25,000.00 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:

"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 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 \$25,000.00 and which have a term for a period of more than 1 year."

17. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

18. To the extent permitted by law, LOCAL AGENCY shall indemnify, defend, and hold harmless the DEPARTMENT and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission or negligent act by LOCAL AGENCY, its agents, or employees, during the performance of the Agreement, except that neither LOCAL AGENCY, its agents, or its employees will be liable under this paragraph for

any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the DEPARTMENT or any of its officers, agents, or employees during the performance of the Agreement. Nothing herein shall be deemed a waiver of the rights of sovereign immunity of either Party.

19. In the event there are cost overruns, supplemental agreements (specifically incurred in the areas located off the State Highway System), and or liquidated damages not eligible to be paid for by federal funds due to the Federal Highway Administration determining that said costs are non-participating costs, the LOCAL AGENCY shall be responsible for one-hundred percent (100%) of the funds required to make up the shortfall not paid by federal funds. The PROJECT is off of the "State Highway System," therefore, in accordance with Section 339.08(1), F.S., State funding cannot be used for payments of non-participating costs on this PROJECT. (Examples of non-participating items could be fishing piers; premium costs due to design or CEI errors or omissions; material or equipment called for in the plans but not used in the construction, as referenced in the Federal Aid Policy Guide 23, CFR Section 635.120).

Should such shortfalls occur due to a determination that said costs are non-participating, the LOCAL AGENCY agrees to provide, without delay, a deposit within fourteen (14) calendar days of notification from the DEPARTMENT, to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the shortfall. The DEPARTMENT shall notify the LOCAL AGENCY as soon as it becomes apparent there is a shortfall; however, failure of the DEPARTMENT to so notify the LOCAL AGENCY shall not relieve the LOCAL AGENCY of its obligation to pay for its full participation of non-participating costs during the PROJECT and on final accounting, as provided herein below. If the LOCAL AGENCY cannot provide the deposit within fourteen (14) days, a letter must be submitted to and approved by the DEPARTMENT'S contract manager indicating when the deposit will be made. The LOCAL AGENCY understands the request and approval of the additional time could delay the PROJECT, and additional non-participating costs may be incurred due to the delay of the PROJECT.

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 non-participating Project cost records and accounts shall be subject to audit by a representative of the LOCAL AGENCY for a period of three (3) years after final close out of the PROJECT. The LOCAL AGENCY will be notified of the final non-participating cost of the PROJECT. Both Parties agree that in the event the final accounting of total 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 LOCAL AGENCY. If the final accounting is not performed within three hundred and sixty (360) days, the LOCAL AGENCY is not relieved from its obligation to pay.

In the event the final accounting of total non-participating costs are greater than the total deposits to date, the LOCAL AGENCY will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The LOCAL AGENCY

agrees to pay interest at a rate as established pursuant to Section 55.03, F.S., on any invoice not paid within forty (40) calendar days until the invoice is paid.

Any payment of funds under this Agreement provision will be made directly to the DEPARTMENT for deposit.

20. LOCAL AGENCY: Gadsden County, Florida

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 LOCAL 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.

21. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Each Party hereto shall have the continuing obligation to notify each other of the appropriate persons for notices to be sent to pursuant to the terms of this agreement. Unless otherwise notified in writing, notices shall be sent to the following:

LOCAL AGENCY: _____ (Name)
_____ (Position Title)
_____ (Address)
_____ (Address)

DEPARTMENT: John Whittington, P.E.
Assistant Consultant Project Management Engineer
1074 Highway 90
Chipley, FL 32428

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates exhibited by the signatures below.

DEPARTMENT:

LOCAL AGENCY:

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

**Gadsden County, a political
subdivision of the State of Florida**

By: Phillip Gainer, P.E.
Title: District Three Secretary

By:
Title:

Date: _____

Date: _____

Attest: _____

Attest: _____

Legal Review:

Legal Review:

Office of the General Counsel

COMPONENTS OF CONTRACT PLANS SET
 ROADWAY PLANS
 SIGNING AND PAVEMENT MARKING PLANS
 SIGNALIZATION PLANS

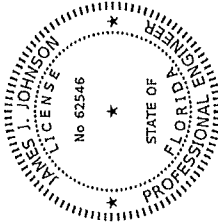
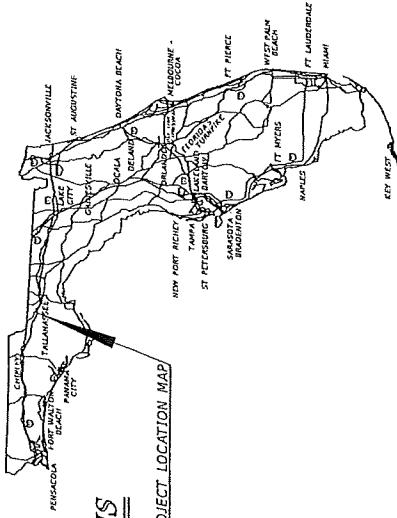
INDEX OF SIGNING AND PAVEMENT MARKING PLANS

SHEET NO.	SHEET DESCRIPTION
S-1	KEY SHEET
S-2 - S-6	SIGNING AND PAVEMENT MARKING PLAN SHEETS

STATE OF FLORIDA
 DEPARTMENT OF TRANSPORTATION
SIGNING AND PAVEMENT MARKING PLANS

FINANCIAL PROJECT ID 449500-1-52-01
 GADSDEN COUNTY (50030)
 STATE ROAD NO. 10 (US 90)
 SR 10 (US 90) AT DOVER ROAD INTERSECTION IMPROVEMENTS

PROJECT LOCATION URL: <https://goo.gl/maps/hFfb2fDDz4k8jGAVA>
 PROJECT LIMITS: BEGIN MP 9.651 - END MP 9.973
 BRIDGE LIMITS: NONE
 RAILROAD CROSSING: NONE



THIS ITEM HAS BEEN DIGITALLY
 SIGNED AND SEALED BY

PRINTED COPIES OF THIS DOCUMENT ARE
 NOT CONSIDERED SIGNED AND SEALED
 AND THE SIGNATURE MUST BE VERIFIED
 ON ANY ELECTRONIC COPIES

THE ABOVE NAME PROFESSIONAL IS
 RESPONSIBLE FOR THE FOLLOWING SHEETS
 IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SIGNING AND PAVEMENT
 MARKING PLANS
 ENGINEER OF RECORD:

James J. Johnson, P.E.
 P.E. No. 62546
 Mott MacDonald Florida, LLC
 Raymond Diehl Road, Suite 200
 Tallahassee, Florida 32308
 (850) 222-0334

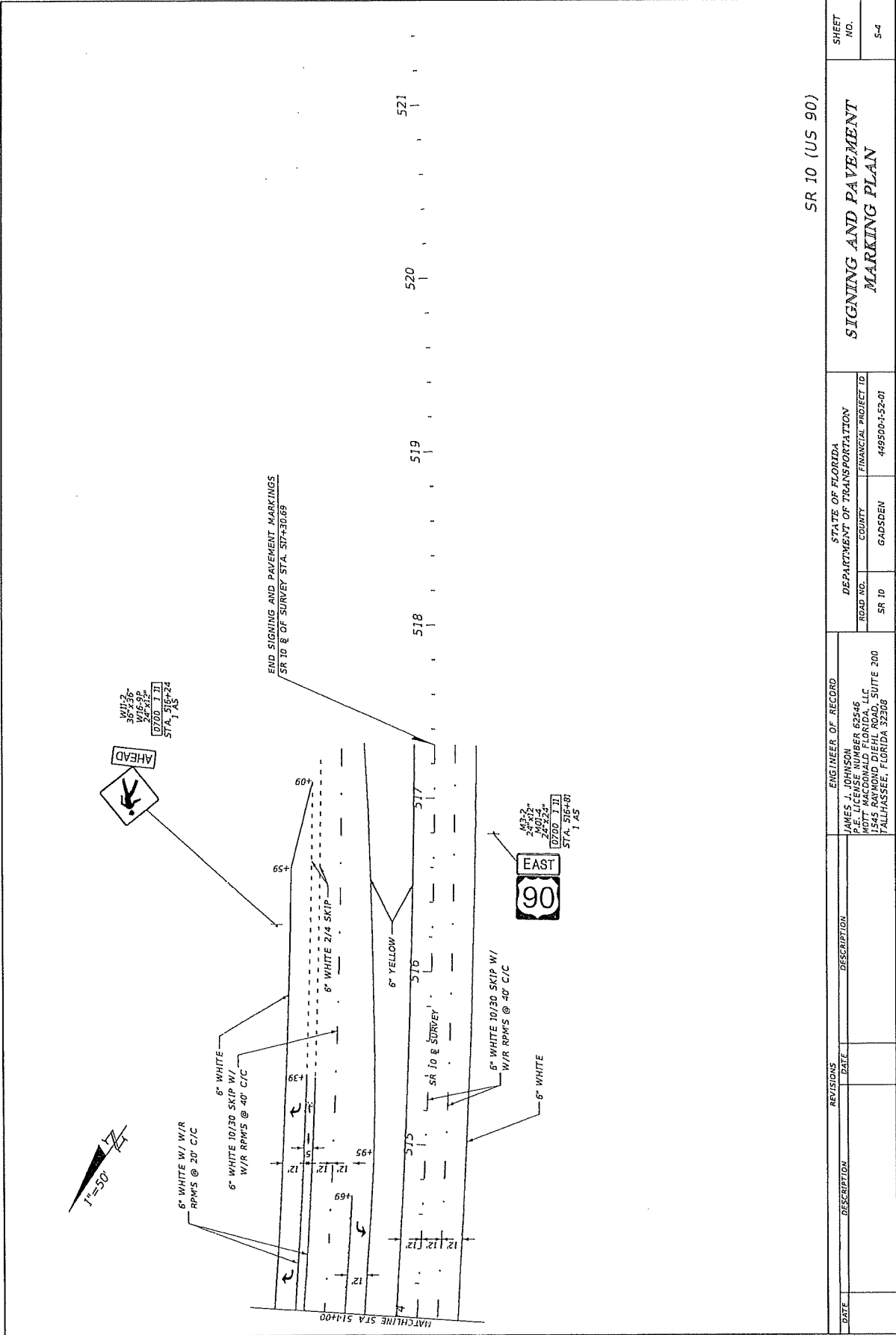
GOVERNING STANDARD PLANS:
 Florida Department of Transportation, FY2022-23 Standard Plans for Road and
 Bridge Construction and applicable Interim Revisions (IRs).
 Standard Plans for Road Construction and associated IRs are available at the
 following website: <http://www.fdot.gov/design/standardplans>

APPLICABLE IRs: IR -
 Standard Plans for Bridge Construction are included in the Structures Plans
 Component.

GOVERNING STANDARD SPECIFICATIONS:
 Florida Department of Transportation, July, 2022 Standard Specifications
 for Road and Bridge Construction at the following website:
<http://www.fdot.gov/programmanagement/Implemented/Specbooks>

FDOT PROJECT MANAGER:
 John Whittington
 (850) 330-1447

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
CA839	24	S-1

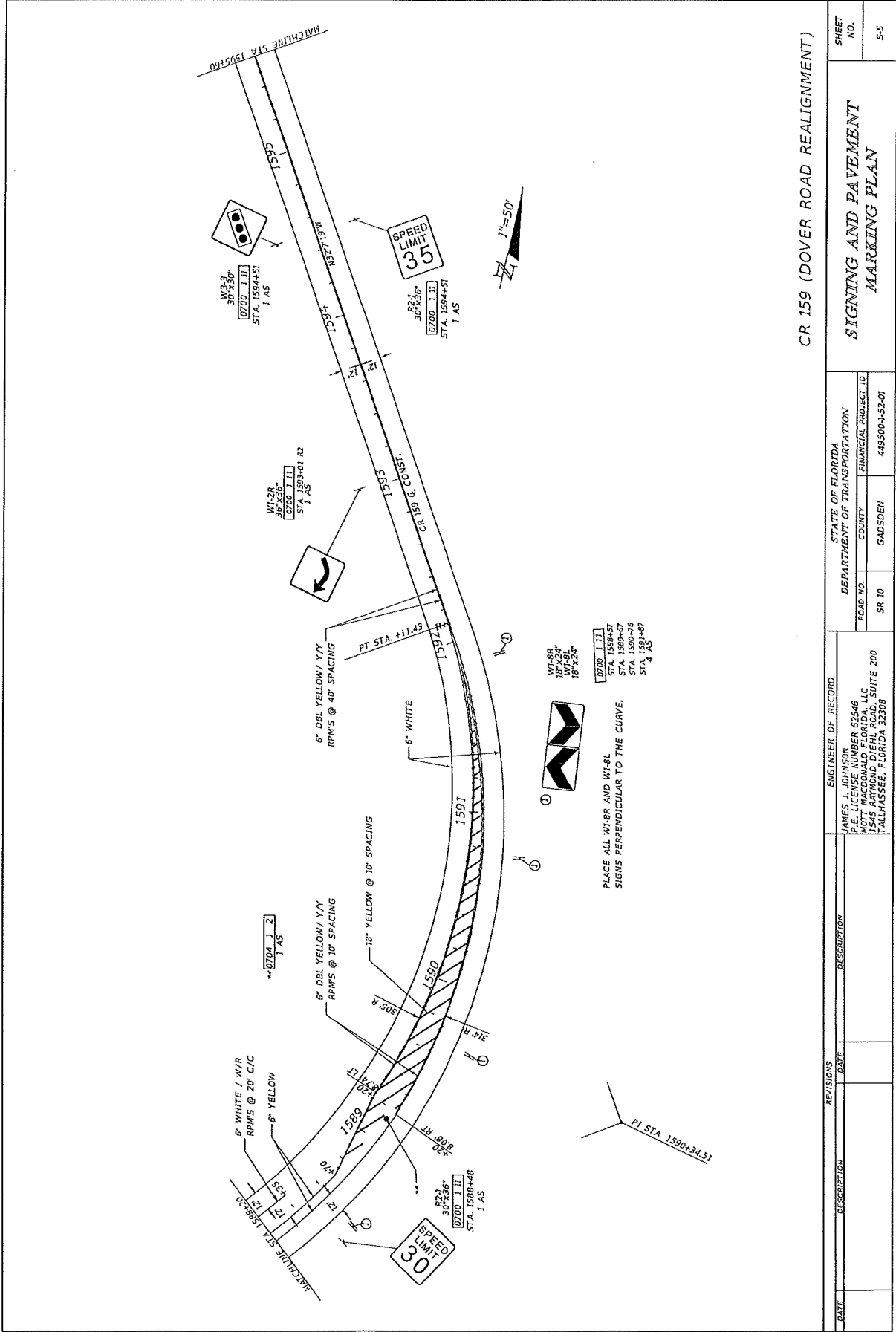


SR 10 (US 90)

REVISIONS		DESCRIPTION	
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD		STATE OF FLORIDA	
JAMES J. HANSEN, NUMBER 62646		DEPARTMENT OF TRANSPORTATION	
P.O. BOX 15000, TAMPA, FL 33615		ROAD NO.	
WOTT MACDONALD FLORIDA, LLC		COUNTY	
1545 RAYMOND DIEHL ROAD, SUITE 200		GADSDEN	
FALLHASSEE, FLORIDA 32308		SR ID	
		4495001-52-01	
		FINANCIAL PROJECT ID	

SHEET NO.	5-4
SIGNING AND PAVEMENT MARKING PLAN	



CR 159 (DOVER ROAD REALIGNMENT)

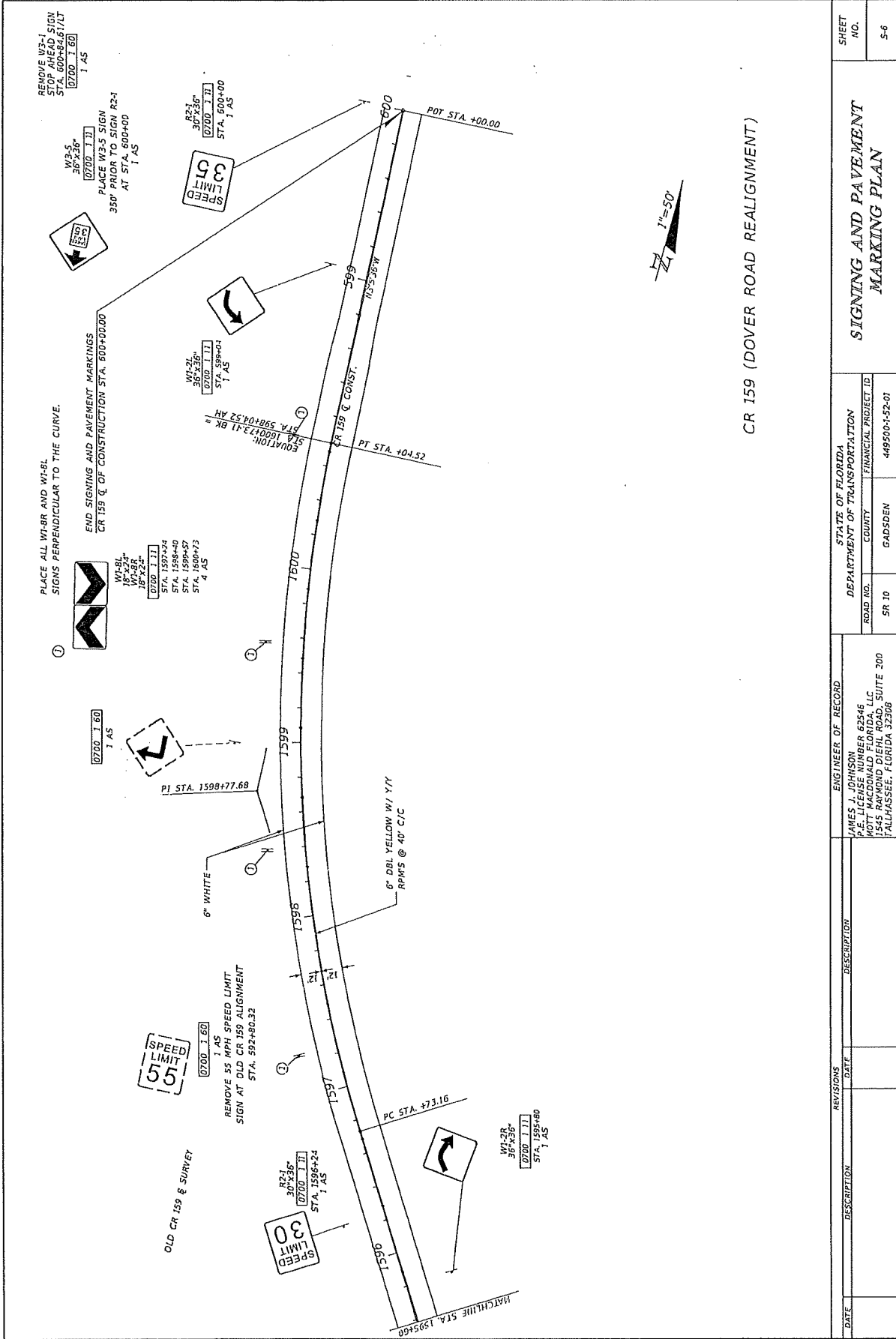
SIGNING AND PAVEMENT MARKING PLAN

SHEET NO. 5-5

STATE OF FLORIDA	
DEPARTMENT OF TRANSPORTATION	
ROAD NO.	FINANCIAL PROJECT ID
SR 10	449300-152-01
COUNTY	GADSDEN

ENGINEER OF RECORD
 JAMES I. JOHNSON
 P.E. LICENSE NUMBER 62546
 MOTT MACDONALD FLORIDA, LLC
 1545 RAYMOND DIEHL ROAD, SUITE 200
 TALLHASSEE, FLORIDA 32308

DATE	DESCRIPTION	REVISIONS	DATE



REMOVE W3-1
STOP AHEAD SIGN
STA. 600+00
0700 I 160
1 AS

W3-5
36"x36"
0700 I 111
PLACE W3-5 SIGN
350' PRIOR TO SIGN R2-1
AT STA. 600+00
1 AS

PLACE ALL W1-8R AND W1-8L
SIGNS PERPENDICULAR TO THE CURVE.

END SIGNING AND PAVEMENT MARKINGS
CR 159 & OF CONSTRUCTION STA. 600+00.00

W1-8L
18"x24"
0700 I 111
STA. 1597+24
STA. 1598+40
STA. 1599+57
STA. 1600+73
4 AS

W1-2L
36"x36"
0700 I 111
STA. 599+04
1 AS

W1-2R
36"x36"
0700 I 111
STA. 1595+80
1 AS

REMOVE 55 MPH SPEED LIMIT
SIGN AT OLD CR 159 ALIGNMENT
STA. 592+80.32

REMOVE 30
SPEED LIMIT
SIGN AT OLD CR 159 ALIGNMENT
STA. 1596+24
1 AS

REMOVE 35
SPEED LIMIT
SIGN AT OLD CR 159 ALIGNMENT
STA. 600+00
1 AS

EQUATION: $Y = 0.0007341 X^2 + 0.52 X + 1600.7341$
STA. 598+04.52
CR 159 & CONST.

CR 159 & SURVEY

POT STA. +00.00

PT STA. +04.52

PC STA. +73.16

PI STA. 1598+77.68

STA. 1597+24

STA. 1598+40

STA. 1599+57

STA. 1600+73

STA. 592+80.32

STA. 1596+24

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STA. 1599+57

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RESOLUTION
2022-022

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY CONSENTING TO AND AUTHORIZING THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO ACQUIRE PROPERTY (BOTH REAL AND PERSONAL) ON BEHALF AND IN THE NAME OF THE COUNTY, THROUGH VOLUNTARY ACQUISITION AND THROUGH THE USE OF THE POWER OF EMINENT DOMAIN, FOR THE INTERSECTION IMPROVEMENTS LOCATED AT SR 10 (US 90) AT DOVER ROAD PURSUANT TO AN OFF SYSTEM PROJECT MAINTENANCE AGREEMENT, CONFIRMING AND APPROVING THE AGREEMENT, PROVIDING SIGNATURE AUTHORITY FOR THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Gadsden County (County), a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, approved that certain Off System Project Maintenance Agreement (Agreement) with the State of Florida Department of Transportation (Department) for the intersection realignment for the SR 10 (US 90) at Dover Road Intersection Improvements (Project); and

WHEREAS, pursuant to Section 8 of the Agreement, the County is required to adopt a formal resolution of the County Commission, consenting to and authorizing the Department for the County, if necessary, to take property (both real and personal) that is necessary to complete the Project and, if necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the Project, in the name of the County;

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA that:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The County, by this resolution, duly adopted by its Board of County Commissioners and executed by the Chairman of the Board, confirms the Agreement approved by the Board of County Commissioners concurrently with this resolution, and consents to and authorizes the Department for the County, if necessary, to take property (both real and personal) that is necessary to complete the Project, and if necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the Project, in the name of the County.
3. A certified copy of this resolution shall be forwarded to the Florida Department of Transportation at 1074 Highway 90, Chipley, Florida 32428.

4. This resolution shall be effective upon passage and adoption by the Board of County Commissioners of Gadsden County, Florida.

PASSED AND ADOPTED this _____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS
GADSDEN COUNTY, FLORIDA

By: _____
_____, Chairman


ATTEST:

_____, Clerk of Circuit Court

BSD.12 11/00

August 22, 2022

This instrument prepared by,
or under the direction of,



Department of Transportation
P. O. Box 607
Chipley, FL 32428

Parcel	1100-1103
Item/Segment No.	4495001
Managing District	3
S.R. No.	10 (US 90)
County	Gadsden

RESOLUTION

ON MOTION of Commissioner _____, seconded by
Commissioner _____, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 10 (US 90), Financial Project No. 4495001, in Gadsden County, Florida: and

WHEREAS, it is necessary that certain privately-owned lands be acquired by the State of Florida Department of Transportation for Gadsden County: and

WHEREAS, said property will remain on the County system: and

WHEREAS, the State of Florida Department of Transportation has made application to said County to accept the deeds, in favor of Gadsden County, conveying said rights, title and interest to the County for said lands required for transportation purposes and for the County to cooperate with the State of Florida Department of Transportation in any condemnation of any property which may be required, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gadsden County, that the County shall accept deeds conveying property to the County for transportation purposes, and the County shall cooperate with the Florida Department of Transportation in the condemnation of any property which may be required.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at 1074 Highway 90, Chipley, Florida 32428.

STATE OF FLORIDA

COUNTY OF GADSDEN

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of County Commissioners of Gadsden County, Florida at a meeting held on the ___ day of _____, 20__.

Clerk
Board of County Commissioners
Gadsden County, Florida