



ALACHUA COUNTY, FL
Joint Alachua County BoCC /
City of Archer Special Meeting
Meeting Agenda

March 17, 2025

6:00 PM

Archer City Hall Chambers

16870 SW 134th Avenue, Archer, FL 32618

In-person **Public Comment** is taken after each non-ministerial motion A the conclusion of the meeting, **individuals** can also speak for up to 3 minutes about any matter during the **General Comment** period.

All persons are advised that, if they decide to contest any decision made at any of these meetings, they will need a record of the proceedings and, for such purpose they may need to ensure that verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based. (Section 286.0105 Florida Statutes)

If you have a disability and need an accommodation to participate in this meeting, please contact the Alachua County Equal Opportunity Office at (352) 374-5275 at least 2 business days prior to the meeting. TTY users please call 711 (Florida Relay Service).

- A. Call To Order
- B. Welcome
- C. Introduction
 - 1. Fletcher Hope, Mayor, City of Archer
 - 2. Charles Chestnut, Chair, Alachua County Commission
- D. Adoption of the Agenda

Recommended Action:
To approve the Agenda.
- E. Items For Discussion
 - 1. Congratulatory recognition plaque for ChairChestnut from BMECRO (Bethlehem Methodist Episcopal Cemetery RestorationOrganization)
 - 2. SR 24/Archer Road - Current and Future Improvements - 25-00212

Fiscal Note:

 - 1. The SR24 Archer Road CURRENT Lane widening project was awarded for \$3,474,370.
 - 2. The SR24 Archer Road 4-LANING FUTURE MTPO project has received \$2,250,000 in funding from a Legislative Appropriation for the purposes of completing a PD&E Study. The County will engage and manage a subcontractor through a Local Area Programs (LAP) Agreement with FDOT. This project is budgeted in the FDOT Grant Fund in account 329.79.7910.541.63.99 with the account description of infrastructure.

Strategic Guide:
Public Safety, Infrastructure

Recommended Action:
N/A: Discussion Item
 - 3. Holly Hills Stormwater Grant Match Assistance
 - 4. NEWBERRY CHARTER SCHOOL System Approval-Discussion
 - 5. City of Archer Financial Recovery Position Status Update
- F. Public Comment
- G. Commission General Comments and Information Discussion
 - 1. County Commission Comment
 - 2. City Commission Comment
- H. Adjourn

Recommended Action:
To adjourn the meeting.



Agenda Item Summary

File #: 25-00212

Agenda Date: 3/17/2025

Agenda Item Name:

SR 24/Archer Road - Current and Future Improvements

Presenter:

Jeffrey Hays, Director, Alachua County Growth Management

Description:

1) Regarding the SR24 Archer Road CURRENT Left Turn Lane project details and purpose:

A current FDOT project is underway to add left turn lanes on SR 24 (Archer Road) at SW 143rd St and SW 111th Terrace (Project ID: 449844-2). Work began on this 3.14-mile project on 01/06/2025 and is anticipated to be complete by 07/09/2025. The construction contract was for \$3,474,370.

2) Regarding the SR24 Archer Road 4-LANING FUTURE MTPO project:

The County is currently conducting a Project Development and Environment (PD&E) study to evaluate the 4-laning of Archer Road from Tower Road (75th Street) to Parker Road (122nd Street). Alachua County executed an agreement with FDOT to serve as the Local Agency Program (LAP) coordinator for the \$2,250,000 funding of the PD&E study which is a required initial step for any FDOT funded project. Alachua County will engage a subcontractor to develop the PD&E Study within the FDOT guidelines. Attached is additional background information regarding efforts related to 4-laning SR24 from 75th Street to 122nd St.

Recommended Action:

N/A: Discussion Item

Prior Board Motions:

1) Regarding the SR24 Archer Road CURRENT Lane widening project details and purpose:

- N/A, this is a FDOT, not Alachua County BOCC, project

2) Regarding the SR24 Archer Road 4-LANING FUTURE MTPO project:

- Adopt Ordinance 2023-20 (Adopting Chapter 365. – Mobility Fee), November 14, 2023
- Approve transmittal of proposed Comprehensive Plan amendment Z24-000010 to the State Land Planning Agency and other agencies for review and comment in accordance with Section 163.3184, Florida Statutes, 1/14/2025

Fiscal Note:

- 1) The SR24 Archer Road CURRENT Lane widening project was awarded for \$3,474,370.
- 2) The SR24 Archer Road 4-LANING FUTURE MTPO project has received \$2,250,000 in funding from a Legislative Appropriation for the purposes of completing a PD&E Study. The County will

engage and manage a subcontractor through a Local Area Programs (LAP) Agreement with FDOT. This project is budgeted in the FDOT Grant Fund in account 329.79.7910.541.63.99 with the account description of infrastructure.

Strategic Guide:

Public Safety, Infrastructure

Background:

1) Regarding the SR24 Archer Road CURRENT Left Turn Lane project details and purpose:

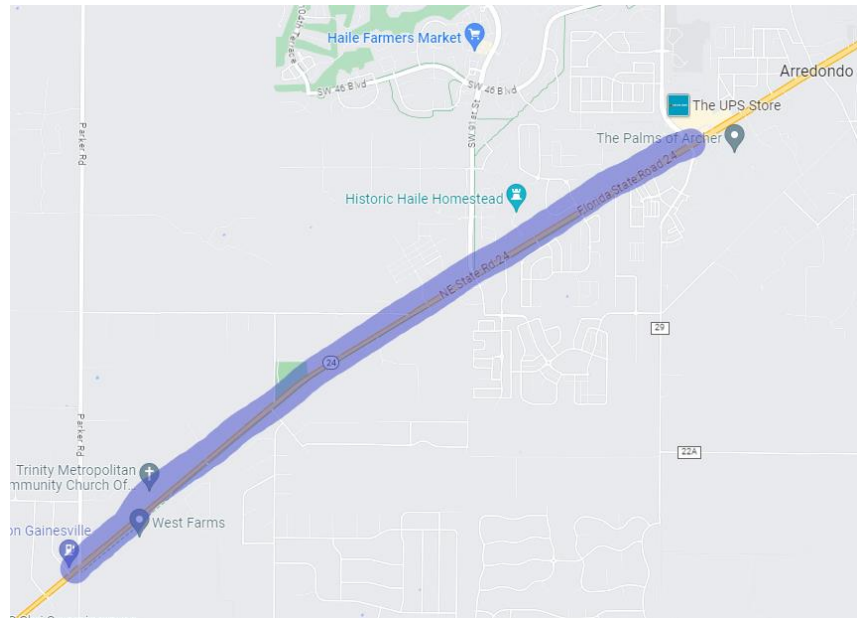
A current FDOT project is underway to add left turn lanes on SR 24 (Archer Road) at SW 143rd St and SW 111th Terrace (Project ID: 449844-2). Work began on this 3.14-mile project on 01/06/2025 and is anticipated to be complete by 07/09/2025. The construction contract was for \$3,474,370.

2) Regarding the SR24 Archer Road 4-LANING FUTURE MTPD project:

The County is currently conducting a Project Development and Environment (PD&E) study to evaluate the 4-laning of Archer Road from Tower Road (75th Street) to Parker Road (122nd Street). Alachua County executed an agreement with FDOT to serve as the Local Agency Program (LAP) coordinator for the \$2,250,000 funding of the PD&E study which is a required initial step for any FDOT funded project. Alachua County will engage a subcontractor to develop the PD&E Study within the FDOT guidelines. Attached is additional background information regarding efforts related to 4-laning SR24 from 75th Street to 122nd St.

State Road 24 / Archer Road Widening Request

This project proposes the design phase of the conversion of State Road 24 (Archer Road) from SW 75th Street (Tower Road) to SW 122nd St (Parker Road) in Alachua County from a rural 2-lane undivided section to a 4-lane divided roadway. Alachua County estimates design costs for this project at \$2,500,000, with construction costs of approximately \$15,875,000. With a complete design in hand Alachua County, or the Florida Department of



Transportation, would stand on solid ground in applying for a construction grant from any number of Federal transportation grants.

The importance of this project can be seen from the recent impacts of Hurricane Idalia. State Road 24 serves a primary arterial between the coastal areas of Levy County and the largest nearby hub for commerce, the Gainesville Urbanized area. Alachua County offers a large number of hotels, a range of restaurant and shopping, and direct access to I-75. This section of State Road 24 is the logical first step in extending a four-lane section towards the Gulf Coast from Gainesville to be better prepared to get residents inland to services to support them.

This project is currently included in the Gainesville Metropolitan Transportation Planning Organization's adopted Long Range Transportation Plan Cost Feasible Plan. The project is also included in Alachua County's Comprehensive Plan in a forthcoming amendment to its Capital Improvements Element, and is included in the basis of the County's adopted Multi-modal Transportation Mitigation program, and it's proposed replacement Mobility Fee. In addition to the regional benefits gained from this project, transportation capacity within the County will be increased even for non-emergency operations providing for a more efficient network that benefits residents of Alachua County as well as those of Levy County and beyond.



The 2040 Mobility Plan has added Multi-Use Off Road Facilities along both County and State Roads within the East Assessment Area. Within the Urban Cluster in the East Assessment Area many of the facilities would replace existing off-street multimodal facilities. The majority of County and State Roads outside the Urban Cluster within the East Assessment Area do not currently have off-street multimodal facilities. The County anticipates that 25% of the cost of multimodal projects in the East Assessment Area would be funded from locally available revenues (**Table 8**). For State Roads, it is anticipated that 50% of the cost of multimodal projects on State Roads outside the Urban Cluster in the East Assessment Area would be funded from federal and state sources (**Table 8**).

TABLE 8. REASONABLY ANTICIPATED FUNDING

Funded Projects	Anticipated Funding
Archer Road widening from Tower to SW 122 nd	\$48,952,544
Williston Road widening from SW 43 rd to SW 63 rd	\$8,352,663
NW 23 rd Avenue widening from NW 55 th to NW 83 rd	\$6,984,641
Multimodal Funding West Assessment Area	\$2,384,563
Total Reasonably Anticipated Funding for West Assessment Area	\$66,674,412
Multimodal Funding East Assessment Area	\$7,646,291
State Road Multi-Use Off Road Facilities outside Urban Cluster	\$6,486,530
Total Reasonably Anticipated Funding for East Assessment Area	\$14,132,821
Source: Reasonably anticipated funding is based on 90% of the cost for Archer Road and 95% of the cost for Williston Road to be funded by federal, state, and local non-County funds. NW 23 rd Avenue is funded in the FY 23/ 24 budget from local sources. Multimodal projects are anticipated for 25% funding for the East and 10% for the West Assessment Areas from locally available revenues. State Road Multi-Use Off Road Facilities outside the Urban Cluster within the East Assessment Area are reasonably anticipated to be funded at 50% from federal and state sources as these corridors currently lack off-road multimodal facilities.	

If additional revenues or cost equal to 20% or more of the total cost of the Mobility Plan projects occurs prior to the next update of the Mobility Fee in Fiscal Year 26/27, then the County should update the Mobility Fee to reflect reasonably anticipated revenues or increased cost. The 2040 Mobility Plan total cost with anticipated funding is \$333,990,503. Thus, additional funding or cost equal to \$66,748,101 or would necessitate the need to update the Mobility Fee. If changes in revenues and cost off-set each other, then an update of the Mobility Fee would not be required.

APPENDIX G: 2040 MOBILITY PLAN SOUTHWEST & EAST DISTRICT ROADS & DEDICATED TRANSIT LANES									
Project Name-Location	Project Description	Project Length	Mobility District	Funding Source	FY 2023-2030	FY2031-2040	Total	Person Miles of Capacity (PMC)	PMC Basis
SW District									
SW 20th Ave I-75 Bridge from SW 62nd Ave to SW 52nd Ave	Widen, 4 lanes with bridge over I-75	0.5	SW	(1), (3)	\$35,000,000		\$35,000,000	18,000	(7) minus (1)
SW 91st Street / SW 73rd Ave Extension from Archer Road to SW 88th St	New Construction, 2 lane road	0.3	SW	(2)	\$646,717		\$646,717	5,700	(2)
Archer Road (SR 24) from SW 75th St to SW 45th St	Dedicated Transit Lane + signal upgrade	2.0	SW	(1), (3)	\$5,748,804		\$5,748,804	7,200	(17)
Archer Road (SR 24) from SW 75th Terr to SW 91st St	Widen, 4 lanes + Dedicated Transit Lane	1.31	SW	(1), (3)	\$ 18,411,666		\$18,411,666	63,666	(10) (17)
Archer Road (SR 24) from SW 91st St to SW 122nd Street	Widen, 4 lanes	2.56	SW	(1), (3)		\$ 35,980,050	\$35,980,050	105,984	(10)
New Road South and Parallel to Archer Road SW 63rd to Archer Road	New Construction, 2 lanes	1.5	SW	(1), (2)		\$ 5,430,830	\$5,430,830	24,450	(3)
SW 57th Road from SW 75th to SW 63rd	New Construction, 2 lanes	1.4	SW	(1), (2)		\$ 5,068,774	\$5,068,774	22,820	(3)
SW 63rd/ SW 67th Ave from SW 24th Ave to Archer Road	New Construction, 2 lanes	1.9	SW	(1), (2)		\$ 6,879,051	\$6,879,051	30,970	(3)
SW 91st St from SW 46th to Archer Road	Dedicated Transit Lane	1.0	SW	(1)		\$ 1,167,168	\$1,167,168	3,600	(17)
SW 122nd St from Newberry Road to SW 8th Ave	Dedicated Transit Lane	1.0	SW	(1)	\$ 1,167,168		\$1,167,168	3,600	(17)
SW 122nd St from SW 8th Ave to SW 37th Ave	Dedicated Transit Lane	1.75	SW	(1)	\$ 2,042,544		\$2,042,544	6,300	(17)
Williston Road (SR 121) from SW 41st Blvd to SW 62nd Blvd	Widen, 4 lanes + traffic signal at SW 41st Blvd	0.59	SW	(1), (3)	\$8,792,277		\$8,792,277	24,426	(10)
Total Projected Cost (Dollar figures are Planning Level Cost Estimates. Funding Sources (1) Local Sources (2) Developer Funded (3) Non-local Sources)		15.81			\$71,809,177	\$54,525,872	\$126,335,049	316,716	
East District									
Hawthorne Road from SE 24th to SE 43rd	Dedicated Transit Lanes	1.50	E	(1), (3)	\$4,311,603		\$4,311,603	21,600	(18)
Total Projected Cost (Dollar figures are Planning Level Cost Estimates. Funding Sources (1) Local Sources (2) Developer Funded (3) Non-local Sources)		1.50			\$4,311,603		\$4,311,603	21,600	
SOURCE: Planning Level Cost Estimates obtained from FDOT District Two and Alachua County. Person Miles of Capacity based on Appendix I and Appendix J. The numerical value under notes corresponds to the multimodal capacities on Appendix I and Appendix J.									

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2024-25

For projects meeting the definition of House Rule 5.14

Only Members of the Florida House of Representatives can officially submit an Appropriations Project Request

Your request will not be officially submitted unless all questions and applicable sub parts are answered. The information provided in the request will be posted on the House website and available for public review if an Appropriations Project Request is published by a Representative.

1. **Title of Project:**
2. **Date of Submission:**
3. **House Member Sponsor:**
4. **Details of Amount Requested:**
 - a. Has funding been provided in a previous State budget for this activity? ☐ Yes ☒ No
 - b. What is the most recent fiscal year the project was funded?
 - c. Were the funds provided in the most recent fiscal year subsequently vetoed? ☐ Yes ☐ No
 - d. Complete the following Project Request Worksheet to develop your request.

If vetoed, check if recurring and/or nonrecurring funds: ☐ Recurring ☒ Nonrecurring

FY:	Input Prior Year Appropriation for this project for FY 2023-24 <i>(If appropriated in FY 2023-24 enter the appropriated amount, even if vetoed.)</i>			Develop New Funds Request for FY 2024-25 <i>(Requests for additional RECURRING funds in Column E are prohibited.)</i>		
Column:	A	B	C	D	E	F
Funds Description	Prior Year Recurring Funds	Prior Year Nonrecurring Funds	Total Funds Appropriated	Recurring Base Budget	Additional Nonrecurring Request	TOTAL Recurring Base Budget + Additional Nonrecurring
Input Amounts			0	0	2,500,000	2,500,000

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2024-25

e. Provide the total cost of the project for FY 2024-25 from all sources of funding (Enter "0" if amount is zero):

Type of Funding	Amount	% of Total	Are the other sources of funds guaranteed in writing?	
1. Amount Requested from the State in this Appropriations Project Request	2,500,000	100.0 %		
2. Federal	<input type="text" value="0"/>	<input type="text" value="0.0"/> %	<input type="radio"/> Yes	<input type="radio"/> No
3. State (Excluding the requested Total Amount in #4d, Col F)	<input type="text" value="0"/>	<input type="text" value="0.0"/> %	<input type="radio"/> Yes	<input type="radio"/> No
4. Local	<input type="text" value="0"/>	<input type="text" value="0.0"/> %	<input type="radio"/> Yes	<input type="radio"/> No
5. Other	<input type="text" value="0"/>	<input type="text" value="0.0"/> %	<input type="radio"/> Yes	<input type="radio"/> No
TOTAL	2,500,000	100.0 %		

5. Is this a multi-year project requiring funding from the state for more than one year? ☐ Yes ☒ No

a. How much state funding would be requested after 2024-25 over the next 5 years?

b. How many additional years of state support do you expect to need for this project?

c. What is the total project cost for all years including all federal, local, state, and any other funds? Select the single answer which best describes the total project cost. If funds requested are for ongoing services or for recurring activities, select "ongoing activity".

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2024-25

6. Which is the most appropriate state agency to place an appropriation for the issue requested?

Department of Transportation

- a. Has the appropriate state agency for administering the funding, if the request were appropriated, been contacted? ☒ Yes ☐ No
- b. Describe penalties for failing to meet deliverables or performance measures which the agency should provide in its contract to administer the funding if appropriated.

We anticipate this project to be administered by the Department of Transportation. Given the Department's own internal controls, it is unlikely to meet the required deliverables.

7. Requester:

- a. First Name: Chris Last Name: Dawson
- b. Organization: Alachua County Board of County Commissioners
- c. Email: cdawson@alachuacounty.us
- d. Phone #: (352) 374-5211

8. Contact for questions about specific technical or financial details about the project.

- a. First Name: Chris Last Name: Dawson
- b. Organization: Alachua County Board of County Commissioners
- c. Email: cdawson@alachuacounty.us
- d. Phone #: (352) 374-5211

9. If there is a registered lobbyist working to secure funding for this project, fill out the information below. If not, click None ☐

- a. First Name: Tom Last Name: Griffin
- b. Firm: The Griffin Group
- c. Email: tom@thegriffingroup.com
- d. Phone #: (561) 891-7122

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2024-25

10. Organization or Name of entity receiving funds:

a. Name:

b. County (County where funds are to be expended)

c. Service Area (Counties being served by the service(s) provided with funding)

11. What type of organization is the entity that will receive the funds?

If other, please describe:

12. What is the specific purpose or goal that will be achieved by the funds being requested?

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2024-25

13. Provide specific details on how funds will be spent. (Select all that apply)

Spending Category	Description	Amount Requested (Total should equal 4d, Col. E) Enter '0' if request is zero for the category
Administrative Costs		
Executive Director/Project Head Salary and Benefits		
Other Salary and Benefits		
Expense/Equipment/ Travel/Supplies/Other		
Consultants/ Contracted Services/ Study		
Operational Costs		
Salaries and Benefits		
Expenses/Equipment/ Travel/Supplies/Other		
Consultants/ Contracted Services/ Study		
Fixed Capital Construction/Major Renovation		
Construction/Renovation/ Land/Planning Engineering	All funds would be used to design and permit a road widening project.	2,500,000
Total Requested	Page 12 of 48	2,500,000

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2024-25

14. For Fixed Capital Costs requested in Question 13, what type of ownership will the facility be under when complete?

State Agency

If other, please describe:

100 maximum characters allowed

15. Is the project request an information technology project? ☐ Yes ☒ No **Water projects skip to #16**
- a. Will this information technology project be managed within a state agency to support state agency program goals? ☐ Yes ☐ No
- b. What is the total cost (all years) to design and build the project?
- c. What are the ongoing (annual recurring) maintenance and operation costs once the project is completed?
- d. Can the state agency fund the ongoing annual recurring costs within its current operating budget? ☐ Yes ☐ No
- e. What are the specific business objectives or needs the IT project is intended to address?

400 maximum characters allowed

- f. Based upon the identified business objectives or needs, what are the success factors that must be realized in order for the state agency to consider the proposed IT project a success?

100 maximum characters allowed

16. Is there any documented show of support for the requested project in the community including public hearings, letters of support, major organizational backing or other expressions of support? ☒ Yes ☐ No

Please describe:

The project is included the Gainesville Metropolitan Transportation Planning Organization Long Range Transportation Plan. The Board of County Commissioners has voiced support for the project as part of this request. The City of Archer has passed resolutions of support for the project. Public comment has been provided to the Commission requesting the project.

17. Has the need for the funds been documented by a study, completed by an independent 3rd party, for the area to be served? ☐ Yes ☐ No
- Please describe:

As mentioned, the project is within the Gainesville MTP boundary and is included in the Long Range Transportation Plan.

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2024-25

18. Will the requested funds be used directly for services to citizens? ☐ Yes ☒ No

Water projects skip to #19

a. What are the activities and services that will be provided to meet the purpose of the funds?

400 maximum characters allowed

b. Describe the direct services to be provided to the citizens by the funding requested.

400 maximum characters allowed

c. Describe the target population to be served (i.e., “the majority of the funds requested will serve these target populations or groups”). Select all that apply to the target population:

- | | |
|---|---|
| <input type="checkbox"/> Elderly persons | <input type="checkbox"/> Drug users (in health services) |
| <input type="checkbox"/> Persons with poor mental health | <input type="checkbox"/> Preschool students |
| <input type="checkbox"/> Persons with poor physical health | <input type="checkbox"/> Grade school students |
| <input type="checkbox"/> Jobless persons | <input type="checkbox"/> High school students |
| <input type="checkbox"/> Economically disadvantaged persons | <input type="checkbox"/> University/College students |
| <input type="checkbox"/> At-risk youth | <input type="checkbox"/> Currently or formerly incarcerated persons |
| <input type="checkbox"/> Homeless | <input type="checkbox"/> Drug offenders (in criminal Justice) |
| <input type="checkbox"/> Developmentally disabled | <input type="checkbox"/> Victims of crime |
| <input type="checkbox"/> Physically disabled | <input type="checkbox"/> General (The majority of funds will benefit no specific group) |
| <input type="checkbox"/> Other, please describe: | |

Required if 18c - Other is checked (100 maximum characters allowed)

d. How many in the target population are expected to be served?

<Click to Select>

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2024-25

19. What benefits or outcomes will be realized by the expenditure of funds requested? (Select each Benefit/Outcome that applies):

Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
Improve physical health		
Improve mental health		
Enrich cultural experience		
Improve agricultural production/ promotion/education		
Improve quality of education		
Enhance/preserve/improve environmental or fish and wildlife quality		
Protect the general public from harm (environmental, criminal, etc.)	Maybe	

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2024-25

Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
Improve transportation conditions	Reduced volume to capacity (congestion) Increased congested speed	Utilize collected annual counts and compare to roadway maximum service volume before and after the project. Peak Hour speed as measure during annual roadway counts
Increase or improve economic activity		
Increase tourism		
Create specific immediate job opportunities		
Enhance specific individual's economic self sufficiency		
Reduce recidivism		
Reduce substance abuse		

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2024-25

Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
Divert from Criminal/ Juvenile Justice System		
Improve wastewater management		
Improve stormwater management		
Improve groundwater quality		
Improve drinking water quality		
Improve surface water quality		
Other (Please describe)		

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2024-25

The questions below are additional questions for water projects only

20. Have you applied for alternative state funding?

- a. ☐ Wastewater Revolving Loan
- b. ☐ Drinking Water Revolving Loan
- c. ☐ Small Community Wastewater Treatment Grant
- d. ☐ Other (Please describe)
- e. ☐ N/A

21. What is the population economic status?

- a. ☐ Financially Disadvantaged Municipality
- b. ☐ Rural Area of Critical Economic Concern
- c. ☐ Rural Community Experiencing Economic Distress
- d. ☐ N/A

22. What is the status of construction?

- a. ☐ Ready
- b. ☐ Not Ready

23. What percentage of construction has been completed?

 %

24. What is the estimated completion date of construction?



Metropolitan Transportation Planning Organization

For the Gainesville and Alachua County Area

TRANSPORTATION IMPROVEMENT PROGRAM LETTER OF TRANSMITTAL

METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION FOR THE

GAINESVILLE URBANIZED AREA

3RD OF FEBRUARY 2025

Dear Ms. Achaia Brown:

RE: TIP Amendments

At the February 3, 2025, Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area (MTPO) meeting, the Board approved the following amendments to the Transportation Improvement Program (TIP):

- **TIP Modification SR24 (Archer Rd)** - The Florida Department of Transportation requested that the Metropolitan Transportation Planning Organization amend its Fiscal Years 2024-25 to 2028-29 Transportation Improvement Program (TIP) to add the State Road 24 (Archer Road) 4-Laning design phase project. For these funds to be expended, the Metropolitan Transportation Planning Organization needs to modify its Fiscal Years 2024-25 to 2028-29 Transportation Improvement Program to add this project in the current year of the TIP.
- **TIP Amendment SR24 (Waldo Dr)** - The Florida Department of Transportation requested that the Metropolitan Transportation Planning Organization amend its Fiscal Years 2024-25 to 2028-29 Transportation Improvement Program to add the State Road 24 (NE Waldo Road) from NE 3rd Avenue to State Road 222 (NE 39th Ave) Inspection Improvement - Alachua County project. For these funds to be expended, the Metropolitan Transportation Planning Organization needs to amend its Fiscal Years 2024-25 to 2028-29 Transportation Improvement Program to add this project.
- **TIP SW13 & SR24 (Archer Rd)** - An emergency Amendment was executed at the request of the Florida Department of Transportation. The request was to amend its Fiscal Years 2024-25 to 2028-29 Transportation Improvement Program to add the SW13th Street and Archer Road project in Fiscal Year 2024-25. For these funds to be expended, the Metropolitan Planning Organization needs to amend its Fiscal Years 2024-2025 to 2028-2029 Transportation Improvement Program to add this project. The project supports Goals #2, 3, & 6 of the Long-Range Transportation Plan (LRTP).

MTPO Resolution 2025-01 (enclosed) provides the documentation for the approval of these amendments.

From,

A handwritten signature in blue ink that reads "Marihelen Wheeler". The signature is fluid and cursive, with the first name "Marihelen" and the last name "Wheeler" clearly visible.

Commissioner Marihelen Wheeler, Chair

MTPO RESOLUTION 2025-01

A RESOLUTION OF THE METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION (MTPO) BOARD ENDORSING THE AMENDMENTS TO THE FY 2024-25 TO THE 2028-29 TRANSPORTATION IMPROVEMENT PROGRAM

WHEREAS, the Metropolitan Transportation Planning Organization (MTPO) for the Gainesville Urbanized Area is the organization designated by the Governor of Florida on May 26, 2004 together with the State of Florida, for carrying out provisions of 23 U.S.C. 134 (h) and (i)(2), (3) and (4); CFR 450.324, 326, 328, 330, and 332; and FS 339.175 (5) and (7); and

WHEREAS, the Transportation Improvement Program (TIP) shall be endorsed annually by the MTPO and submitted to the Governor of the State of Florida, to the Federal Transit Administration, and to the Federal Highway Administration, through the State of Florida;

WHEREAS, the TIP is periodically amended to maintain consistency with the Florida Department of Transportation Work Program and;

WHEREAS, authorization for federal funding of projects within an urbanized area cannot be obtained unless the projects are included in the MTPO's TIP.

NOW, THEREFORE LET IT BE RESOLVED BY THE METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION (MTPO) THAT:

The MTPO amends the FY 2024-25 – FY 2028-29 Transportation Improvement Programs to reflect the following projects and findings:

- State Road 24 (Archer Road) 4-Lane Design. (Alachua County)
- State Road 24 (NE Waldo Road) from NE 3rd Avenue to State Road 222 (NE 39th Ave) Inspection Improvement. (Alachua County)
- Emergency Amendment (FDOT) for SW 13th Street & Archer Road. (Alachua County)

Passed and duly adopted by the Metropolitan Transportation Planning Organization Board on this 3rd day of February 2025.

**Metropolitan Transportation Planning
Organization**

Attest:

By: 
Marihelen Wheeler, Chair

By: 
**Missy Daniels, Assistant County
Manager**

RESOLUTION 24-93

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AUTHORIZING THE COUNTY TO ENTER INTO AGREEMENTS WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE PD&E AND DESIGN OF STATE ROAD 24 (ARCHER ROAD) 4 LANE WIDENING FROM TOWER ROAD WEST OF GAINESVILLE TO SW 122ND STREET IN ALACHUA COUNTY; RECOGNIZE UNANTICIPATED REVENUES FROM FDOT; AUTHORIZING THE CHAIR, COUNTY MANAGER, OR PUBLIC WORKS DIRECTOR TO EXECUTE THE AGREEMENTS OR ANY SUPPLEMENTAL AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the State of Florida Department of Transportation (FDOT) and the County desire to facilitate the PD&E and design of State Road 24 (Archer Road) 4 lane widening from Tower Road west of Gainesville to SW 122nd Street in Alachua County, Florida, and

WHEREAS, FDOT will require the execution of Supplemental Agreements to increase funding or extending contract time; and

WHEREAS, it is necessary to receive unanticipated revenue from FDOT in the FDOT Grant Fund;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA;

- 1.** The Board hereby approves and agrees to enter into: the State-Funded Grant Agreement for the PD&E and design of State Road 24 (Archer Road) 4 Lane Widening from Tower Road west of Gainesville to SW 122nd Street (attached hereto as Exhibit "1").
- 2.** The Board authorizes the County Manager or Public Works Director to execute any subsequent agreements with FDOT for the planning, design, construction, or

maintenance of State Road 24 (Archer Road) 4 Lane Widening from Tower Road west of Gainesville to SW 122nd Street, provided said subsequent agreements do not increase the County's obligation to fund the planning, design, construction or maintenance of the Project.

3. A certified copy of this Resolution will be forwarded to FDOT with the executed agreement(s).
4. That the fiscal year 2024-2025 Adopted budget is hereby adjusted as reflected in the budget amendment attached hereto.
5. By adoption of this resolution and the attached budget amendment, the Board of County Commissioners of Alachua County, Florida, hereby accepts the FDOT Grant and appropriates them as outlined in said amendment.
6. This resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 8th day of October, 2024.


SEAL

**BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA**

By: 
Mary Alford (Oct 17, 2024 11:26 EDT)


Mary Alford, Chair

ATTEST:



J.K. "Jess" Irby, Esq.

APPROVED AS TO FORM:

DocuSigned by:


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County Attorney

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FPN: <u>449844-3-34-01</u>	Fund: <u>EM25</u> Org Code: <u>55024010206</u>	FLAIR Category: <u>088862</u> FLAIR Obj: <u>751000</u>
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: _____	Contract No: _____	Vendor No: <u>F 596000501 002</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and Alachua County, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

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

- Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
 - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - ☒ HB H3721 , Local Transportation Projects , CSFA 55.039

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the PD&E and design of State Road 24 (Archer Road) 4 Lane Widening from Tower Road west of Gainesville to SW 122nd Street, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into 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.
- Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before June 30, 2027. 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 Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

- 4. Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
- 5. Termination or Suspension of Project:** 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 laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also 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 through mutual written agreement.
 - 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 an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. 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. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
- 6. Project Cost:**
 - a. The estimated cost of the Project is \$2,250,000.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$2,250,000.00 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. 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"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. 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.
- d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been 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**.
- f. Travel expenses are not compensable under this Agreement.
- g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or 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 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 Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H", Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred 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

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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 deliverables and costs incurred 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), Florida Statutes, 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 Recipient 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. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- 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 financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any 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:

"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

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which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance 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.

8. 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.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. 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.
- c. 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.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may 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 hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of

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commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that 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. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. 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.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be

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performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. 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 made 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 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.

12. State Single Audit: 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 state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

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- 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 the Auditor General.
- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), 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", State Financial Assistance (Florida Single Audit Act)** 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 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).
 - 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:

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Florida Department of Transportation
 Office of Comptroller, MS 24
 605 Suwannee Street
 Tallahassee, FL 32399-0405
 Email: 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

- 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 issued and shall allow the Department, or its designee, DFS or the 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 the 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.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. 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.
- b. 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

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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.

- c. 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.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. 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 the 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 contractor and subcontractor during the contract term.
- g. 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.

14. 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.
- 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 the 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

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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 provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

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shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall 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.
- b. 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.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. 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.
- e. 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.
- f. 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.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. **Exhibits A, B, D, F, H, and J** are attached to and incorporated into this Agreement.
- b. ☐ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

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- c. ☐ 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.
- d. ☒ A portion or all of the Project will utilize the Department’s right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- e. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

f. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
 Exhibit B: Schedule of Financial Assistance
 *Exhibit C: Engineer’s Certification of Compliance
 Exhibit D: Recipient Resolution
 Exhibit F: Contract Payment Requirements
 Exhibit H: Alternative Advance Payment Financial Provisions
 Exhibit J: State Financial Assistance (Florida Single Audit Act)
 *Exhibit K: Advance Project Reimbursement
 *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.

The remainder of this page intentionally left blank.

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

RECIPIENT Alachua County

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: Greg Evans
Title: District Two Secretary

Legal Review:

By: _____
Name: Angela Hensel

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 449844-3-34-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
Alachua 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: Approximate 3.84 miles.

PROJECT DESCRIPTION: PD&E and design of State Road 24 (Archer Road) 4 Lane Widening Design from Tower Road west of Gainesville to SW 122nd Street

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Agency is required to provide a set of signed and sealed design plans, scope of services and Engineer's Estimate for the Department approval. The Agency is required to send a signed Right-of-Way, Railroad and Utility Certification (signed by the Agency) and any permitting. If Right-of-Way activities become apparent, begin coordination with the Department at once. All improvement on the FDOT system shall be ran thorough the FDOT permitting process.

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) PD&E and Design to be completed by: June 30, 2027

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:

The Department requests the following items:

- At lease quarterly invoices
- PS&E Package
- Approved Design Plans (Plans will go through ERC for FDOT review)
- Verification of CCNA
- Certifications (Right-of-Way, Rail Road, Utility)

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

RECIPIENT NAME & BILLING ADDRESS: Alachua County 12 SE 1 st Street - Attention F&A 4 th Floor Gainesville, FL 32601		FINANCIAL PROJECT NUMBER: 449844-3-34-01		
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PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34	Maximum Department Participation (EM25)	\$2,250,000.00	\$	\$2,250,000.00	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY: 25	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$2,250,000.00 %	\$ 0.00 %	\$2,250,000.00 %	
Right-of-Way- Phase 44	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction Engineering and Inspection - Phase 64	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase :)	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
TOTAL COST OF THE PROJECT		\$2,250,000.00	\$ 0.00	\$2,250,000.00	

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.

Kimberly Evans
District Grant Manager Name

Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**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.

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/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

Alachua County not Eligible

EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

*Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.**, or is considered a “governmental entity” authorized by the Department’s Comptroller under **Section 334.044(29), F.S.**, as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

*The process for requesting and obtaining approval for an alternative advance payment for “other governmental entities” is included in the **Disbursement Handbook for Employees and Managers**. The Department’s Comptroller or designee must approve any modifications to the provisions. Please see **Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1 and 4** for alternative advance pay guidelines.*

-
1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient’s contractor(s) or consultant(s).
 2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient’s contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.
 3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient’s Invoice.
 4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.
 5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient’s certification that all previously invoiced costs have been paid by the Recipient.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

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)
- ☒ Local Transportation Projects, CSFA 55.039

***Award Amount:** \$2,250,000.00

*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>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT O**TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY****Section 17.g. of the Agreement is amended as follows for Construction on the Department's Right of Way.**

1. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

- a. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

- b. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Jesse Sutton (jesse.sutton@dot.state.fl.us).
- c. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

- g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.
- i. The Recipient shall exercise the rights granted herein and shall otherwise perform this 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 and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.
- k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.
- o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

- p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- r. Restricted hours of operation will be from TBD, to be discussed during the design phase if any, (Restricted days TBD during design phase if any), unless otherwise approved by the Operations Engineer, or designee.
- s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Tracy Hisler-Pace
Email: tracy.hisler-pace@dot.state.fl.us
Phone: 386-758-3714

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

Journal Edit Listing

Sort By Entry

ALACHUA COUNTY BOCC

Department		Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification Journal Type
7900 - PW-Road & Bridge		2025-000000068	BA	GL	10/01/2024	BCC-unanticipated revenue for Archer Road Widening			
	<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>			<i>Description</i>	<i>Source</i>		
10/01/2024	329,79,7910.334,4900		State Grants Other Transportation			BCC-unanticipated revenue for Archer Road Widening			
								<i>Increase Amount</i>	<i>Decrease Amount</i>
								2,250,000.00	.00
10/01/2024	329,79,7910.541,63.99		Project: 9257901-Design - State Rd 24 Lane Widen-Tower Rd to SW 122St (FPN449844-3-34-01), Design and Permitting Infrastructure Other Infrastructure			BCC-unanticipated revenue for Archer Road Widening			
								2,250,000.00	.00
			Project: 9257901-Design - State Rd 24 Lane Widen-Tower Rd to SW 122St (FPN449844-3-34-01), Design and Permitting						
							Number of Entries: 2	\$4,500,000.00	\$,00











Item #12a, 24-00900, 10082024-Res2024-93

Final Audit Report

2024-10-17

Created:	2024-10-11
By:	Steve Donahey (asd@alachuaclerk.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZ7BquLpd5nbzVXK1stMioDHuIRwK_dtb

"Item #12a, 24-00900, 10082024-Res2024-93" History

-  Document created by Steve Donahey (asd@alachuaclerk.org)
2024-10-11 - 11:40:35 AM GMT- IP address: 216.194.145.253
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-  Signer jki@alachuaclerk.org entered name at signing as Jess Irby
2024-10-17 - 3:27:45 PM GMT- IP address: 216.194.145.253
-  Document e-signed by Jess Irby (jki@alachuaclerk.org)
Signature Date: 2024-10-17 - 3:27:47 PM GMT - Time Source: server- IP address: 216.194.145.253
-  Agreement completed.
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