

OFF SYSTEM CONSTRUCTION AND MAINTENANCE AGREEMENT

Between

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

(“DEPARTMENT”)

and

CITY OF OCALA, FLORIDA,

(“LOCAL GOVERNMENT”)

WHEREAS this Agreement is entered into on _____ by and between the State of Florida, Department of Transportation, an Executive Agency of the State of Florida, herein “DEPARTMENT” and the City of Ocala, herein “LOCAL GOVERNMENT”; and

WHEREAS, the State of Florida Legislature has approved and mandated the DEPARTMENT to complete the various projects included in the DEPARTMENT’s Work Program; and

WHEREAS, included in the DEPARTMENT Work Program is Financial Project Numbers (FPN) 450952-1-52-01, a project for maintenance resurfacing and minor improvements of State Road 40 (from South Pine Avenue/U.S. 441 to 25th Avenue), located in Marion County, Florida (the Project); and

WHEREAS, due to the direct impact of the Project on off-system roadways that are under the jurisdiction of the LOCAL GOVERNMENT it is necessary for the DEPARTMENT to enter onto the LOCAL GOVERNMENT’s roadways and to construct certain improvements to said roadways; and

NOW THEREFORE,

- 1) The recitals set forth above are hereby incorporated herein as if restated and set forth herein.
- 2) The parties agree that the DEPARTMENT shall undertake and complete project numbers FPN 450952-1-52-01, generally described as, a project for maintenance resurfacing and minor improvements of State Road 40 (from South Pine Avenue/U.S. 441 to 25th Avenue), located in Marion County, Florida. The project shall include the tasks described in Exhibit “A” Scope of Services attached hereto and all other tasks associated with or arising out of the tasks listed therein. The LOCAL GOVERNMENT shall fully cooperate with and shall support the DEPARTMENT’s work efforts in these regards. The LOCAL GOVERNMENT hereby grants to the DEPARTMENT, its Contractors, representatives, employees, and agents the right to enter onto LOCAL GOVERNMENT right-of-way to accomplish the tasks required by the Project. This right of entry shall continue in full force and effect throughout the period that the Project is ongoing. The DEPARTMENT shall have final decision-making authority with respect to the design of the project, the design review process, the acquisition of property necessary for this Project and for the construction of the Project.

- 3) The LOCAL GOVERNMENT by virtue of the formal resolution, copy attached hereto as Exhibit "B", approving this agreement, consents to and authorizes the DEPARTMENT to act on behalf of, for the benefit of, and in the name of the LOCAL GOVERNMENT, to further do all acts necessary.
- 4) To the extent necessary, the LOCAL GOVERNMENT hereby appoints the DEPARTMENT as its agent for purposes of construction, reconstruction, and relocation of utilities under section 337.403(1), Florida Statutes. The LOCAL GOVERNMENT agrees to fully cooperate with the DEPARTMENT in the construction, reconstruction and relocation of utilities that may be located within the existing or acquired right-of-way. The parties agree to meet on a periodic basis, as determined to be necessary by the DEPARTMENT, during the planning, design, construction, and post-construction phase to identify, plan and relocate utilities. The responsibility for the costs associated with the relocation of utilities shall be based on Florida law as it relates to said matters. The parties acknowledge and agree that the DEPARTMENT will be utilizing federal highway interstate funds and as such, the cost of utility relocation will be considered a part of the cost of the project to be paid by the DEPARTMENT.
- 5) Except as otherwise provided in this agreement, the Parties acknowledge and agree that the right-of-way and the improvements and structures located inside DEPARTMENT right-of-way or on other DEPARTMENT owned property will remain the right-of-way and the property of the DEPARTMENT and that the right-of-way and the improvements and structures located inside LOCAL GOVERNMENT right-of-way or on other LOCAL GOVERNMENT owned property will remain the right-of-way and the property of the LOCAL GOVERNMENT.
- 6) The DEPARTMENT and the LOCAL GOVERNMENT shall cooperate with each other and keep each other well informed of the work efforts and progress hereunder. The DEPARTMENT shall have the sole authority with respect to make all decisions relating to, including the need for, change orders and supplemental agreements associated with construction of the Project.
- 7) All payment and performance bonds shall be issued in favor of the DEPARTMENT. All warranties, if any, for improvements made outside of DEPARTMENT right-of-way and outside of other DEPARTMENT property shall be made in favor of the LOCAL GOVERNMENT.
- 8) The DEPARTMENT shall require its Contractor to provide insurance as required by the DEPARTMENT construction contract specifications.
- 9) Upon completion of the Project, the DEPARTMENT shall issue a Notice of Final Acceptance to the contractor with a copy of said notice being provided to the LOCAL GOVERNMENT. Upon issuance of the Notice of Final Acceptance, the LOCAL GOVERNMENT shall be immediately responsible for the perpetual maintenance of those portions of the Project that are located within the right-of-way limits of the LOCAL

GOVERNMENT along State Road 40 (from South Pine Avenue/U.S. 441 to 25th Avenue). Notwithstanding the issuance of the Notice of Final Acceptance, the DEPARTMENT shall have the right to assure completion of any punch list by the contractor. Additionally, the LOCAL GOVERNMENT understands and agrees that the DEPARTMENT shall transfer all permits for those portions of the Project that are located within the right-of-way limits of the LOCAL GOVERNMENT along State Road 40 (from South Pine Avenue/U.S. 441 to 25th Avenue), if any, to the LOCAL GOVERNMENT as the operational maintenance entity and the LOCAL GOVERNMENT agrees to accept said transfer and to become fully responsible to comply with all operational and maintenance conditions of the permits. The LOCAL GOVERNMENT agrees to cooperate and to support the DEPARTMENT'S efforts to secure permits necessary for and associated with the Project.

- 10) This agreement shall become effective as of the date both parties hereto have executed the agreement and shall continue in full force and effect until the project is completed by the DEPARTMENT and the improvements have been turned over to the LOCAL GOVERNMENT by the DEPARTMENT by formal notice from the DEPARTMENT. The DEPARTMENT reserves the right to unilaterally cancel its performance hereunder if it determines that it is in the best interest of the public to do so. This discretion shall include, but shall not be limited to, budgetary and bid cost considerations.
- 11) Pursuant to Section 287.058, Florida Statutes, the DEPARTMENT may unilaterally cancel this agreement for refusal by the LOCAL GOVERNMENT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by the LOCAL GOVERNMENT in conjunction with this agreement except for the obligation of the LOCAL GOVERNMENT to maintain the project and said agreement shall be perpetual as to that obligation.
- 12) In the event that any election, referendum, approval or permit, notice or other proceeding or authorization is required to be undertaken by the LOCAL GOVERNMENT to enter into this agreement or to undertake the project, the LOCAL GOVERNMENT will expeditiously initiate and consummate, as provided by law, all actions necessary with respect to any such matters with time being of the essence.
- 13) It is understood that the DEPARTMENT's participation in said project is subject to:
 - a) Legislative approval of the DEPARTMENT's appropriation request in the work program year that the project is scheduled.
 - b) Availability of funds based on the following limitations:
 - i. The DEPARTMENT's performance and obligations to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. If the DEPARTMENT's funding for this project is in multiple years, funds approved from the DEPARTMENT's Comptroller must be received every year prior to costs being incurred.
 - ii. In the event this agreement is in excess of \$25,000.00 and has a term of a period of more than one year, the provisions of §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 one (1) year, but any contract so made shall be executed only for the value of the services to be rendered or agreed to be paid in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT, which are for an amount in excess of \$25,000.00 and which have term for a period of more than one (1) year.”

- 14) This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.
- 15) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:
 - a) All persons employed by the LOCAL GOVERNMENT during the term of the Contract to perform employment duties within Florida; and
 - b) All persons, including, subcontractors, assigned by the LOCAL GOVERNMENT to perform work pursuant to the contract with the DEPARTMENT.
- 16) No modification of this Agreement shall be binding on the Parties unless reduced to writing and signed by a duly authorized representative of the Parties.
- 17) In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney’s fees and costs.
- 18) All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Each party hereto shall have the continuing obligation to notify each other of the appropriate persons for notices to be sent to pursuant to the terms of this agreement. Unless otherwise notified in writing, notices shall be sent to the following:

To the City of Ocala:
Aubrey Hale, Planning Director
201 Southeast 3rd Street
Ocala, Florida 34471

To the Department:
C. Jack Adkins, Director of Transportation Development
c/o Randall Turner
State of Florida, Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

- 19) The individual identified as the person to receive notice hereunder shall have the authority to act on behalf of and to bind the LOCAL GOVERNMENT and the DEPARTMENT, respectively, as to all determinations required to be made under the terms of this agreement.

To the City of Ocala:
Aubrey Hale, Planning Director
201 Southeast 3rd Street
Ocala, Florida 34471

To the Department:
C. Jack Adkins, Director of Transportation Development
c/o Randall Turner
State of Florida, Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

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

CITY OF OCALA, FLORIDA

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

Name:

Title:

Date: _____

Attest: _____

By:

Title:

Approved as to form and legality:

By: Local Government Attorney

By: _____

Name: C. Jack Adkins

Title: Director of Transportation Development

Date: _____

Department Legal Review:

Exhibit “A”

Scope of Services

FPN 450952-1-52-01

With respect to the State Road 40 (from South Pine Avenue / US 441 to 25th Avenue) project, the DEPARTMENT will construct the improvements including:

450952-1-52-01 Project:

Within the State’s right-of-way:

The work to be performed includes roadway resurfacing, which will match the existing paved with approximately 60-feet along State Road 40 (from South Pine Avenue / US 441 to 25th Avenue). This project will also include reconstructing curb cut ramps to meet ADA criteria, signing and pavement marking, and replacement of existing signal vehicle detection loops.

State Road 40 (from South Pine Avenue / US 441 to 25th Avenue) Side Street Improvements - City of Ocala

The work to be performed includes roadway resurfacing which will match the existing paved width of approximately 20 to 24-feet (10 to 12-feet lanes in each direction). This work applies along the following side streets:

- Southwest 3rd Avenue for approximately 14-feet
- Northwest 3rd Avenue for approximately 12-feet
- Southwest 2nd Avenue. for approximately 14-feet
- Northwest 2nd Avenue for approximately 14-feet
- Southwest 1st Avenue for approximately 40-feet
- Northwest 1st Avenue for approximately 43-feet
- Magnolia Avenue for approximately 42-feet north and 9-feet south
- Northeast 1st Avenue for approximately 2-feet north
- Northeast Watula Avenue for approximately 35-feet
- Southeast Watula Avenue for approximately 45-feet
- Northeast Tuscawilla Avenue for approximately 10-feet
- Southeast Tuscawilla Avenue for approximately 1-foot
- Northeast Sanchez Avenue for approximately 0-foot
- Southeast 7th Terrace for approximately 3-feet
- Northeast 8th Avenue for approximately 38-feet
- Southeast 8th Avenue for approximately 14-feet
- Southeast 9th Avenue for approximately 31-feet
- Southeast 9th Terrace for approximately 10-feet
- Northeast 10th Avenue for approximately 27-feet
- Northeast 11th Avenue for approximately 35-feet
- Southeast 11th Avenue for approximately 38-feet
- Northeast 12th Avenue for approximately 20-feet
- Southeast 12th Terrace for approximately 10-feet
- Northeast 12th Terrace for approximately 10-feet
- Northeast 13th Avenue for approximately 10-feet
- Northeast 14th Avenue for approximately 8-feet

- Southeast 14th Avenue for approximately 11-feet
- Southeast 15th Terrace for approximately 8-feet
- Northeast 16th Avenue for approximately 47-feet
- Southeast 16th Avenue for approximately 44-feet
- Northeast 19th Avenue for approximately 47-feet
- Southeast 19th Avenue for approximately 45-feet
- Southeast 20th Ct. for approximately 9-feet
- Northeast 22nd Avenue for approximately 13-feet
- Northeast 25th Avenue for approximately 33-feet south

The DEPARTMENT will undertake and complete the construction of the off-system components of the Project for the benefit of the LOCAL GOVERNMENT including CEI and post design services that may be necessary for the Project.

The DEPARTMENT'S plans for the above-described Project are identified as plans prepared by SRD, for FPN 450952-1-52-01 and are anticipated to be updated prior to construction of the project. A copy of the coversheet of the Construction plans is attached hereto as Exhibit "A-1," and the whole set of plans is incorporated by reference.

FPN 450952-1-52-01

Exhibit “A-1”

FPN 450952-1-52-01 Construction Plans Cover Sheet

CONTRACT PLANS COMPONENTS

ROADWAY
SIGNING AND PAVEMENT MARKING

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROADWAY PLANS

FINANCIAL PROJECT ID 450952-1-52-01

MARION COUNTY (36080)

STATE ROAD NO. 40 (E. SILVER SPRINGS BLVD.)

MILLING AND RESURFACING FROM US 441 TO 25TH AVENUE

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2 - 3	TYPICAL SECTIONS
4 - 6	PROJECT CONTROL
7	GENERAL NOTES
8 - 29	ROADWAY PLANS
30	TRAFFIC MONITORING SITE
31 - 35	SPECIAL DETAILS
36 - 45	TEMPORARY TRAFFIC CONTROL PLANS
46 - 67	UTILITY ADJUSTMENTS

PROJECT LOCATION URL: <https://tinyurl.com/yc8rzrtp>

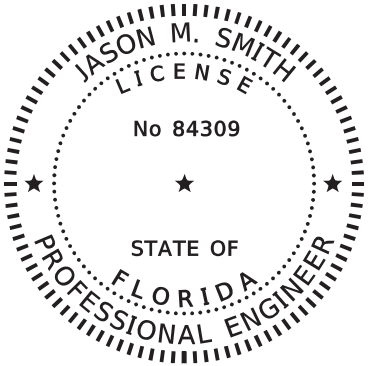
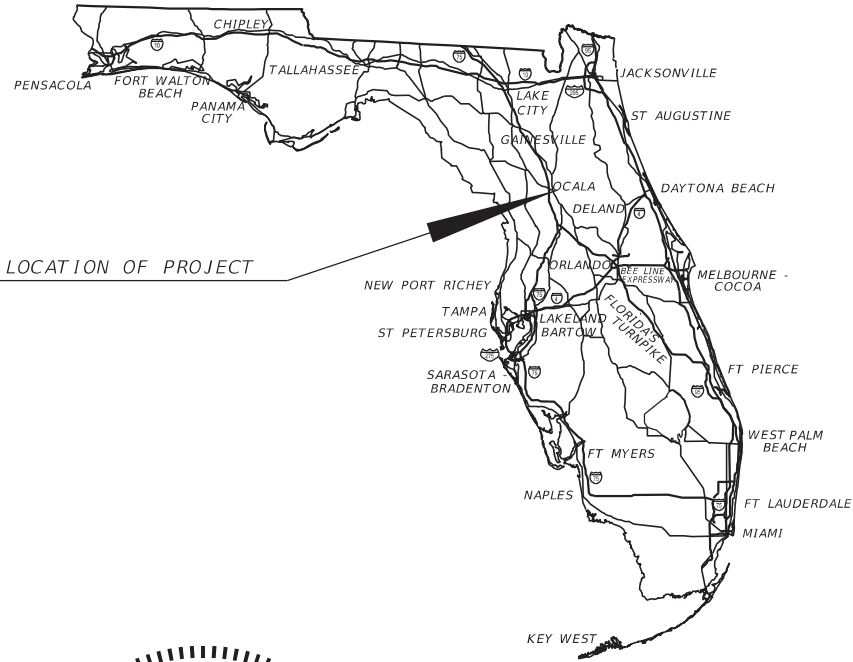
PROJECT LIMITS: BEGIN MP 0.000 – END MP 2.356

EXCEPTIONS: NONE

BRIDGE LIMITS: NONE

RAILROAD CROSSING: #627200-U MP 0.318

THIS PROJECT TO BE LET TO CONTRACT
WITH FINANCIAL PROJECT ID(S):
450948-1-52-01, 450951-1-52-01



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL

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

ROADWAY PLANS
ENGINEER OF RECORD:

JASON M. SMITH, P.E.
P.E. LICENSE NUMBER 84309
SRD, INC.
17425 BRIDGE HILL COURT SUITE 200
TAMPA, FL 33647
813-621-3250
CONTRACT NO.: CAN41
VENDOR NO.: 65-1080679

FDOT PROJECT MANAGER:

RANDALL TURNER

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY2025-26 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

APPLICABLE IRs: N/A

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, FY2025-26 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
XXXXXX	26	1

Exhibit “B”
City of Ocala Resolution