

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, a Florida Municipal Corporation, herein "LOCAL GOVERNMENT," collectively "the Parties"; 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 Number (FPN) 452635-1-52-01, the resurfacing of State Road 25/State Road 200 (US 27/US 301/US 441) from SW 10th Street to SW 4th Street, 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 number FPN 452635-1-52-01, generally described as, the resurfacing of SR 25/SR 200 (US 27/US 301/US 441) from SW 10th Street to SW 4th Street, 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 to relocate utilities. The responsibility for the costs associated with the relocation of utilities shall be based on Florida law as it relates to said matters. The Parties 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, and 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. 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 LOCAL GOVERNMENT, 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 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 one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT, which are for an amount in excess of \$25,000.00 and which have 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 Local Government

Noel Cooper, P.E.
Deputy City Engineer
City of Ocala
1805 NE 30th Avenue, Building 300
Ocala, Florida 34470

The remainder of this page intentionally left blank.

To the Department

Kellie Smith, Director of Transportation Development
c/o Anthony Miller
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 Local Government

Noel Cooper, P.E.
Deputy City Engineer
City of Ocala
1805 NE 30th Avenue, Building 300
Ocala, Florida 34470

To the Department

Kellie Smith, Director of Transportation Development
c/o Anthony Miller
State of Florida, Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

The remainder of this page intentionally left blank.

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: _____

By: _____

Name: Kellie Smith

Title: Director of Transportation Development

Date: _____

Attest: _____

By:

Title:

Approved as to form and legality:

Department Legal Review:

By: Local Government Attorney

Exhibit “A”

Scope of Services

With respect to the State Road 25/State Road 200 (US 27/US 301/US 441) from SW 10th Street to SW 4th Street Project, the DEPARTMENT will construct all improvements, to include the following:

The work to be performed within the State’s right of way includes roadway resurfacing, which will match the existing paved width approximately 75-feet along State Road 25/State Road 200 (from SW 10th Street to SW 4th Street). 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 25/200 (from SW 10th Street to SW 4th Street) Side Street Improvements - City of Ocala

The work to be performed outside the State’s right of way 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:

- SW 8th Street for approximately 10-feet
- SW 7th Street for approximately 8-feet
- SW 6th Street for approximately 12-feet
- SW 5th Street for approximately 50-feet
- SW 4th Street for approximately 10-feet
- Ocala Police Department driveway for approximately 5-feet

The DEPARTMENT will undertake and complete the construction of the off-system components of the Project for the benefit of the LOCAL GOVERNMENT including Construction Engineering and Inspection (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 Comprehensive Engineering Services, dated May 18, 2026, for FPN 452635-1-52-01 and are anticipated to be updated prior to construction of the Project. A copy of the coversheet of the Roadway Plans is attached hereto as Exhibit “A-1,” and the whole set of plans is incorporated by reference.

The remainder of this page intentionally left blank.

Exhibit “A-1”

Coversheet of Roadway Plans

CONTRACT PLANS COMPONENTS
ROADWAY
SIGNING AND PAVEMENT MARKING
SIGNALIZATION

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
ROADWAY PLANS

FINANCIAL PROJECT ID 452635-1-52-01

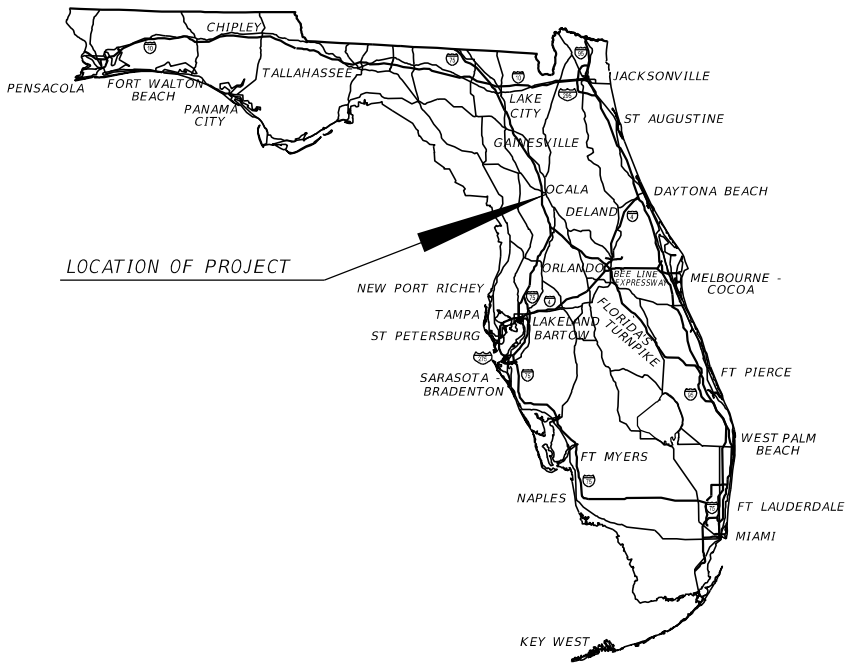
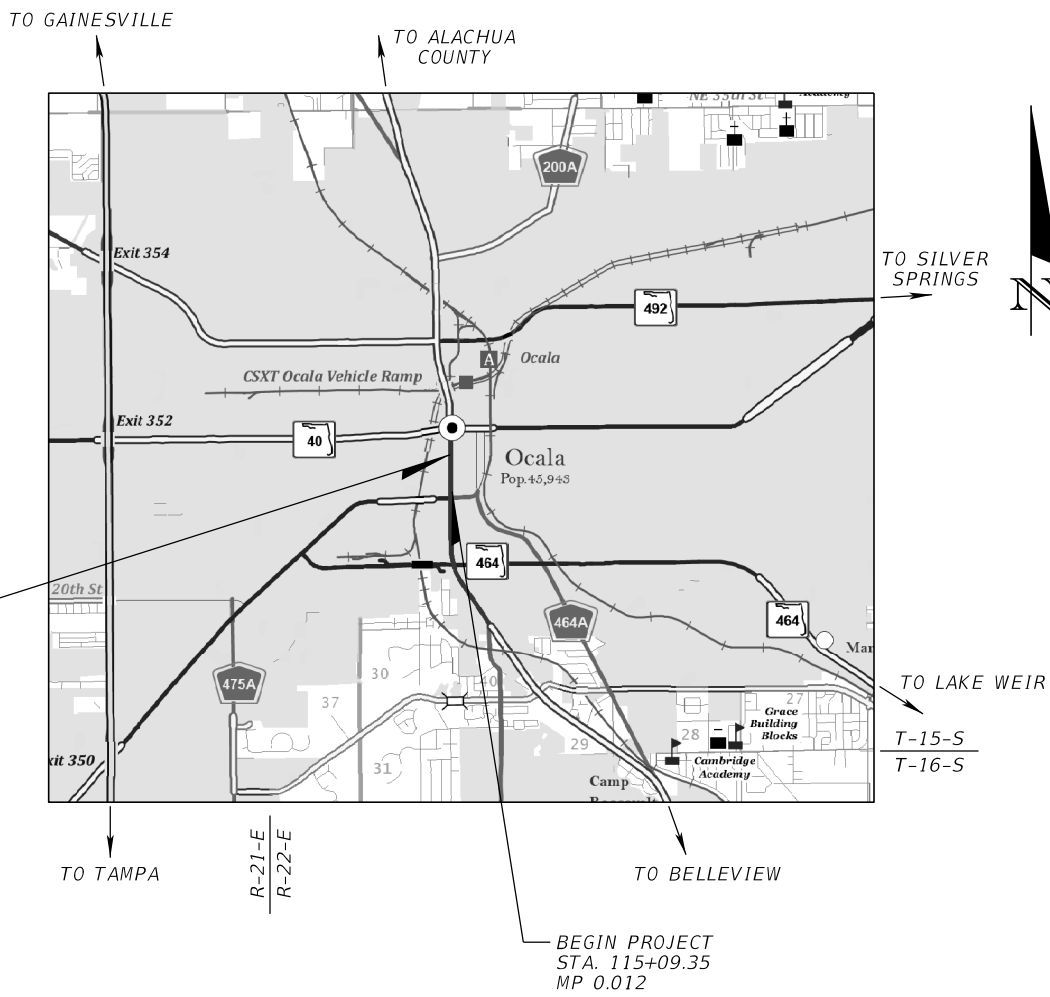
MARION COUNTY (36030000)

STATE ROAD NO. 25/200 (US 27 / US 301 / US 441)

RESURFACING FROM SW 10TH ST TO SW 4TH ST

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	TYPICAL SECTIONS
4	TYPICAL SECTION DETAILS
5	PROJECT LAYOUT
6 - 7	PROJECT CONTROL
8	GENERAL NOTES
9 - 11	ROADWAY PLAN
12	TRAFFIC MONITORING SITE
13	SPECIAL DETAILS
14	VERIFIED UTILITY LOCATE
15 - 26	TEMPORARY TRAFFIC CONTROL PLAN
27 - 29	UTILITY ADJUSTMENTS



GOVERNING STANDARD PLANS:
Florida Department of Transportation, FY2026-27 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>

GOVERNING STANDARD SPECIFICATIONS:
Florida Department of Transportation, FY2026-27 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

ROADWAY PLANS
ENGINEER OF RECORD:

MICHAEL ZACHARY KERKMAN, P.E.
P.E. LICENSE NUMBER 91145
COMPREHENSIVE ENGINEERING SERVICES
201 S. ORANGE AVE.
ORLANDO, FL 32801
(407)-423-1600
CONTRACT NO.: C-AL65
VENDOR NO.: F593472222001

FDOT PROJECT MANAGER:

ANTHONY MILLER, P.E.

DCPME SUBMITTAL MAY 2026		
CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
TBD	27	1

Exhibit “B” Resolution