

INTERLOCAL AGREEMENT
CONCERNING UTILITY ADJUSTMENTS, RELOCATIONS, ABANDONMENTS and
EXTENSIONS OF CITY OF OCALA WATER AND SEWER FACILITIES IN
CONJUNCTION WITH MARION COUNTY'S DESIGN BUILD CONSTRUCTION
PROJECT FOR SW 40TH/49TH AVENUE IMPROVEMENTS FROM SW 66TH STREET
TO SW 43RD STREET ROAD

THIS AGREEMENT, is entered into this ____ day of _____, 2025, by and between the City of Ocala, a Florida municipal corporation ("City") and Marion County, Florida, a political subdivision of the State of Florida ("Marion County"):

WHEREAS :

- A. The City and Marion County wish to make the most efficient use of their powers by cooperating with each other on a basis of mutual advantage and to thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of their respective communities;
- B. Marion County and City have authority under Section 163.01, Florida Statutes, to enter into this Agreement.
- C. The construction of the Project will produce several conflicts with the City's Water and Sewage facilities located within the new right of way of S.W. 42nd Street. These facilities will need to be adjusted, abandoned or relocated.
- D. In planning for future demands of the City's water system, City desires to extend and loop an existing 16" water main along the existing alignment of S.W. 42nd Street from S.R. 200 to approximately 1200 feet east of S.W. 27th Avenue.
- E. In planning for future demands of the City's sewer system City desires to construct a new gravity sewer main along the new right of way of S.W. 42nd Street to serve potential customers along the road. The sewer main will extend from the 3500 block east to approximately 250 feet west of S.W. 27th Avenue.
- F. Because of the benefits to be derived from the Project, it is deemed to be in the public interest of both parties for Marion County to include in the design build contract or contracts (collectively the "Project Contract") pursuant to which Marion County is going to perform the Project, the work required by City as described in paragraphs C through F above (referred to as the "Utility Projects" in paragraph 1 below). Marion County will incorporate the available Utility Projects into its design build contract documents for the SW 66th street to SW 43^d Street Road Project and bid the work collectively.
- G. The Design-Build Scope of Work and Fees for the Project Contract are is attached hereto and incorporated herein by reference as Exhibit A.
- H. The City has provided Marion County with partially completed utility plans, partially completed bid items, and associated quantities and specifications for inclusion in Marion County's design bid advertisement.

I. Marion County will incorporate the following City utility plans, bid items, quantities and specifications, listed below, into its design build contract.

- 1). Water and sewer bid items and estimated quantities as described in Exhibit A.
- 2). A copy of the utility plan sheets entitled "CONSTRUCTION PLANS FOR CITY OF OCALA WATER AND SANITARY SEWER SYSTEM ADJUSTMENTS, RELOCATIONS, AND IMPROVEMENTS N.W. 35th STREET FROM U.S. 441 TO APPROXIMATELY 3,000' WEST OF N.W. 27th AVENUE shall be kept on file at the office of the County Engineer and are made a part of this agreement as Exhibit B.

J. The City will provide funding to Marion County, as described in paragraph 4.3 below, for the Utility Projects.

NOW THEREFORE, in the consideration of the recitals set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

1. Utility Projects. Utility Projects shall consist of a Water and Sewer Project (as described in paragraph 2.1):
2. Work. The Utility Projects will include all items of work necessary to complete the Utility Projects including, without limitation, the following:
 - 2.1. The Water and Sewer Project consists of constructing new eight, ten and twelve (8", 10", 12") inch gravity sewer mains, relocating an existing sewage pump station, constructing a new sixteen (16") inch water main, adjustments of certain valve boxes and manhole covers, relocating fire hydrant assemblies on existing water mains, relocating an existing water main, and relocating a section of existing six (6") inch force main along S.R. 200, and will include:
 - 2.1.1. Construction of 4,990 lineal feet of eight (8") inch, 80 lineal feet of ten (10") inch and 10 lineal feet of twelve (12") inch gravity sewers with seventeen (17) manholes, 31 lateral services to the right of way at various locations along the sewer main.
 - 2.1.2. Adjusting to final grade several water main valve boxes at various locations.
 - 2.1.3. Adjusting to final grade several sewer manhole covers at various locations.
 - 2.1.4. Relocation of several fire hydrant services which are located at various locations.
 - 2.1.5. Installation of 6,500 lineal feet of sixteen (16") inch diameter water main including control valves, new fire hydrant assemblies at various locations, appurtenant fittings and a directional bore under Interstate 75 as required.
 - 2.1.6. Abandonment of eight (8") inch diameter gravity sewer mains and manholes at S.W. 31st Ave.

- 2.1.7. Abandonment of sections of four (4") inch and eight (8") inch diameter sewage force mains.
 - 2.1.8. Abandonment and relocation of 190' of four (4") inch diameter sewage force main.
 - 2.1.9. Abandonment, relocation and reconstruction of City pump station (LS #55) located at S.W. 31" Ave.
 - 2.1.10. Relocation of approximately 620' of eight (8") inch diameter water main including control valves, fire hydrant assemblies and water services all located behind the Berkshire Shopping Center.
 - 2.1.11. Construction of five new two (2") inch irrigation service points along the project corridor at various locations.
3. Estimated Cost and Bidding.
 - 3.1. Estimates.
 - 3.1.1, The parties anticipate that the cost of the Water and Sewer Project will be \$2,195,280.22, as set forth in the attached Exhibit A.
 - 3.2. City Responsibility. City staff has prepared bid items, bid quantities, and cost estimates, all as depicted in Exhibit A. These estimates are based upon recent City project costs. City agrees to work diligently with the design bid team to finalize the partially completed plans.
 - 3.3. Marion County Responsibility. Marion County staff shall ensure the design build contract incorporates the City's utility plans and bid items (Exhibits A and B) into Marion County's project. The total project bid amount shall be inclusive of Marion County and City's work together.
 4. Financing. Marion County will administer and oversee the financial requirements of this Agreement.
 - 4.1. During the course of construction any deletions, additions or changes to the quantities or unit prices, as shown in Exhibit A, must be approved by City prior to implementation. City shall provide a response of approval or denial within five (5) business days. If a denial is provided, City shall provide an alternative acceptable solution and compensate the awarded contractor for additional work required for the implementation.
 - 4.2. All pay requests for Utility Projects shall first be reviewed by the City's representatives to verify that accurate quantities have been installed and are being submitted for payment. The City shall provide to County the names of City's representatives for the review of payment requests; City may name separate review representatives for the Water and Sewer Project. After City and Contractor have agreed upon quantities, the Contractor shall submit pay requests to Marion County

for processing. City shall provide invoice reviews within five (5) business days of requests for payment.

- 4.3. City shall pay Marion County for the Utility Projects in three increments, each of which shall be based upon the actual approved bid amount for the Utility Projects.
 - 4.3.1. The first payment shall be seventy five percent (75%) of the approved bid amount payable to Marion County within thirty (30) days of the execution of this interlocal agreement.
 - 4.3.2. The second payment shall be fifteen percent (15%) of the approved bid amount payable to Marion County within thirty (30) days of notification of completion of fifty percent (50%) of the contract work and following a review and inspection of the work by representatives of the City to confirm that the Utility Projects have been completed in accordance with the specifications provided by City.
 - 4.3.3. Final payment of ten percent (10%) shall be made to Marion County within thirty (30) days of completion of the contract work, following a final review and inspection of the completed work by representatives of the City to confirm that the Utility Projects have been completed in accordance with the specifications provided by City, and City's receipt of final as built plans for the project.
- 4.4. Where additional funds are required pursuant to Section 4.1 of the Agreement, at the request of City, Marion County will provide any supplemental documentation to support the final invoice, as may reasonably be required by City. City will provide timely final payment for all justified work.
5. Project Completion.
 - 5.1. Upon notification from the Contractor that the Utility Projects have been completed in accordance with the plans and in conjunction with the pay schedule provided for above and herein, City representatives shall inspect the work to determine compliance with the plans and prepare a final punch list of items for correction or completion.
 - 5.2. In the event that City determines the Utility Projects have not been completed in accordance with the specifications provided by the City, Marion County shall work cooperatively with City and the Contractor to ensure that any needed repairs, modifications or adjustments are made to bring the Utility Projects into conformity with City's specifications.
 - 5.3. Marion County understands, acknowledges and agrees that, inasmuch as the relationship with the Contractor will be solely Marion County's, it shall be Marion County's obligation under this agreement to ensure that the Utility Projects completed by the Contractor comply with the City's specifications, and Marion County agrees to work diligently with the Contractor in that regard .
 - 5.4. Upon determination by City that the construction work has been substantially completed, City shall notify Marion County in writing.

- 5.5. As-built plans shall be submitted to City for review after notification to the Contractor from Marion County that the work is substantially complete.
- 5.6. Final Completion shall be achieved after all construction work has been completed in accordance with the plans, clearances from the Florida Department of Environmental Protection and/or Florida Department of Transportation have been received, approved as built plans have been received by City, and final payment has been made to the Contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date mentioned above.

ATTEST:

City of Ocala, a Florida municipal corporation

Angel B. Jacobs
City Clerk

Kristen M. Dreyer
President, Ocala City Council

Approved as to form and legality

William E. Sexton
City Attorney

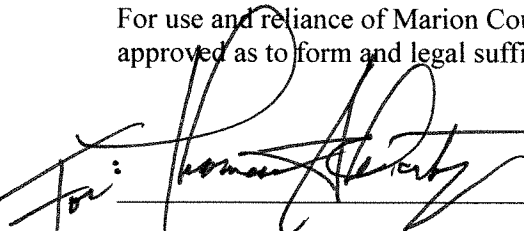
BOARD OF COUNTY COMMISSIONERS
OF MARION COUNTY, FLORIDA

By: _____
Kathy Bryant, Chairman

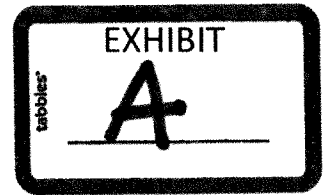
ATTEST:

Gregory C. Harrell, Clerk of Court and Comptroller

For use and reliance of Marion County only,
approved as to form and legal sufficiency:

For: 

Matthew Guy Minter, County Attorney



DESIGN-BUILD SCOPE OF WORK AND FEES

Design and Construction for SW 49th Ave/SW 40th Ave. from SW 66" St. Rd. to SW 43^d St. Rd.

PURPOSE

The purpose of this document is to describe the scope of work and the responsibilities of the DESIGN-BUILD FIRM and the COUNTY for the performance of engineering design, permitting and construction for the proposed SW 40th Ave./SW 49th Ave. Improvements from SW 66th St. to SW 43^d St. Rd. and the intersection improvements for SW 49th Ave. @ 66" St. (the "PROJECT"). Our project understanding is summarized below:

1. Purpose — complete the design and construct a 4-lane divided urban roadway within the project limits and complete the design and construct intersection improvements at the SW 49th Ave/SW 66th St. intersection at the south end of the project. The improvements are to also include the construction of a 2-lane temporary access roadway from the existing cut-de-sac along SW 40th Ave. to a proposed site development (parcel #23877-000-00) entrance approximately 350 feet south. The design and construction requirements are to be in conformance with County's RFQ # 25Q-002 Sections 6, 7 and 8.
2. Project Limits — The limits along SW 40th Ave./SW 49th Ave. are from 250 feet south of the intersection of SW 49th Ave. at SW 66" St. to the south side of SW 40th Ave. at SW 43^d St. Rd. (approximately 1.6 miles).
3. Construction Schedule — The PROJECT is to be constructed and completed by May 31, 2026, in conformance with the County's RFQ # 25Q-002.
4. The COUNTY will provide the previously prepared 90% plans (dated 5/16/24) for SW 40th/49th Avenue Improvements — Phase 1. The DESIGN-BUILD FIRM will be responsible for completing these plans. The COUNTY will also provide the previously prepared plans for SW 66th Street @ SW 49th Ave (Roadway, Signing and Pavement Markings and Signalization) for use and/or modification by the DESIGN-BUILD FIRM.
5. City of Ocala Water and Sewer Construction —the DESIGN-BUILD FIRM, provided the COUNTY/City of Ocala Agreement is approved, would construct these proposed waterline and sewer line construction shown in the City of Ocala's plans (dated 10/21/21) titled SW 49th/40th AVENUE PHASE 1 — WATER & SEWER FOR MARION COUNTY. This OPTIONAL SERVICES work is contingent upon the City/County approval and will require a separate written notice-to-proceed at a later date.
6. The COUNTY will acquire the additional right-of-way and easements required for construction of the proposed project improvements. The DESIGN-BUILD FIRM will assist the COUNTY by providing updated appraisals and/or expert witness services.
7. The PROJECT will require coordination and permitting with the Southwest Florida Water Management District (SWFWMD). The improvements will require an Environmental Resource Permit (ERP) to be obtained. The COUNTY has submitted an ERP application for the project, however; the DESIGN-BUILD FIRM will need to complete and coordinate with SWFWMD to obtain the ERP.
8. The DESIGN-BUILD firm shall provide the services necessary to construct the SW 49th/SW 40th AVENUE PHASE 1 project, as outlined in RFQ #25Q-002 and Addendums 1-4. This includes furnishing all services, labor, materials, equipment, supplies, tools, transportation, and coordination required to perform all surveying, geotechnical services, scheduling, permitting, procurement, construction, utility coordination, demolition, material disposal and any other services necessary to construct the project.
9. The DESIGN BUILD firm shall honor all signed agreements between the County and the Public that have been disclosed in RFQ #25Q-002.

Marion County FL BOCC — Design-Build for SW 40th/49th Ave. Improvements — Phase 1
Design-Build Scope of Work and Fees

PROVISIONS FOR WORK

- A. Governing Documents: the following documents (latest version) will be utilized in the development of the proposed design plans:

See the manuals and guidelines included in section 6.1 of the RFQ # 25Q-002.

FEE

The DESIGN-BUILD FIRM will perform the services described above as follows (Lump Sum):

Design, Construction and Permitting of the PROJECT (not including OPTIONAL SERVICES) =	\$ <u>15,353,772.00</u>	LUMP SUM
OPTIONAL SERVICES — Construction of City of Ocala Water and Sewer Improvements =	\$ <u>2,195,280.22</u>	UNIT PRICE

Services provided under this task order will be invoiced monthly based upon the percentage of services performed or actual services performed. All invoices will include a description of the services provided.

ART WALKER CONSTRUCTION, INC.

BY: Tarrah A Walker
Digitally signed by Tarrah A Walker
Date: 2024.11.25 11:05:16 -05'00'

TITLE: Vice President

DATE: November 25 2024