

Agency: Marion County Vendor No.: F596000735002	Fund: LF Contract Amount: \$3,555,863.00	Financial Project No.: 435209-1-52-02
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**LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
MARION COUNTY**

This **AGREEMENT**, made and entered into _____,
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter
referred to as the "DEPARTMENT") and the MARION COUNTY (hereinafter referred to as the
"LOCAL GOVERNMENT"),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this
Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT, by Resolution, a copy of which is attached
hereto as Exhibit "C", and made a part hereof, has authorized its officers to execute this
Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five Year
Work Program, to undertake the project described as: "Interstate 75 (State Road 93) at NW
49th Street (from end of NW 49th Street to end of NW 35th Street)", said project being
known as Financial Project Number (FPN) 435209-1-52-01, hereinafter referred to as the
"Project"; and

WHEREAS, the Project is not revenue producing and is contained in the Adopted Work
Program; and

WHEREAS, the implementation of the Project is in the interests of both the
DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious,
and economical for the LOCAL GOVERNMENT to provide the funds for: aesthetic upgrades
within the area of the Interstate 75 and 49th Street interchange, in Fiscal Year 2024/2025, said
Project being known as FPN 435209-1-52-02, and said improvements shall hereinafter be
referred to as the "Additional Improvements"; and

WHEREAS, in order to maintain uniformity throughout the Project and to provide for the
Additional Improvements in a cost effective manner, the LOCAL GOVERNMENT desires to

have said Additional Improvements made a part of the Project and to provide funding to the DEPARTMENT to be used for the Additional Improvements as described in "Exhibit A".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. The term of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all services required of the LOCAL GOVERNMENT. The DEPARTMENT may, at any time and at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interests of the public.

2. The DEPARTMENT shall cause the Additional Improvements described in Exhibit "A" to be incorporated into the DEPARTMENT'S plans for the Interstate 75 (State Road 93) at NW 49th Street (from end of NW 49th Street to end of NW 35th Street) project and to be constructed as a part of said Project.

3. The DEPARTMENT shall perform necessary preliminary engineering, prepare any and all design plans, acquire all necessary right-of-way, perform the construction, provide all necessary engineering supervision, and otherwise perform all other necessary work, all as may be applicable for the Project as previously defined. The Project as previously defined may include some or all of the foregoing activities. Nothing in this Agreement may be construed as requiring the DEPARTMENT to perform any activity which is outside the scope of the Project as previously defined. Except as specifically stated otherwise in this Agreement, all such activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in its sole discretion, deems appropriate. The LOCAL GOVERNMENT shall not have any jurisdiction or control over the DEPARTMENT'S activities, except as specifically stated in this Agreement. The LOCAL GOVERNMENT shall be entitled to be advised of the progress of the Project at reasonable intervals upon request.

4. After construction is complete, the LOCAL GOVERNMENT agrees to inspect and maintain the constructed improvements in perpetuity as specified in Exhibit "A", Scope of Services.

5. Participation by the LOCAL GOVERNMENT in the funds for the construction phase of the Project shall be made as follows:

(A) The DEPARTMENT'S current estimate of cost for the Additional Improvements is **\$3,555,863.00 (Three Million Five Hundred Fifty-Five Thousand Eight Hundred Sixty-Three Dollars and No/100)**. The DEPARTMENT'S performance and obligation to construct the Project is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the

DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving written notice to the LOCAL GOVERNMENT to that effect.

(B) The Project is being funded by the LOCAL GOVERNMENT in the amount of **\$3,555,863.00 (Three Million Five Hundred Fifty-Five Thousand Eight Hundred Sixty-Three Dollars and No/100)**. Said funds are programmed under Financial Project Number (FPN) 435209-1-52-02. As described in paragraph 5(C) below, the LOCAL GOVERNMENT agrees that it will provide the balance of the funding necessary to complete the Project.

(C) The LOCAL GOVERNMENT agrees that it will, **within at least fourteen (14) calendar days of the execution of this Agreement,** furnish the DEPARTMENT an advance deposit in the amount of **\$3,555,863.00 (Three Million Five Hundred Fifty-Five Thousand Eight Hundred Sixty-Three Dollars and No/100)** for full payment of the estimated project cost for Locally Funded project number 435209-1-52-02. The advance deposit shall be the total estimated project cost plus allowances, including contingency. The DEPARTMENT may utilize this deposit for payment of the costs of the Project.

(D) If the accepted bid amount plus allowances is in excess of the advance deposit amount, the LOCAL GOVERNMENT will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT or prior to posting of the accepted bid, whichever is earlier, so that the total deposit is equal to the bid amount plus allowances. The DEPARTMENT will notify the LOCAL GOVERNMENT as soon as it becomes apparent the accepted bid amount, plus allowances, is in excess of the advance deposit amount. However, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation on final accounting as provided herein below. If the LOCAL GOVERNMENT cannot provide the additional deposit within fourteen (14) days, a letter must be submitted to and approved by the DEPARTMENT project manager indicating when the deposit will be made. The LOCAL GOVERNMENT understands the request and approval of the additional time could delay the project, and additional costs may be incurred due to a delay of the project.

(E) If the accepted bid amount plus allowances is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the bid amount plus allowances if such refund is requested by the LOCAL GOVERNMENT in writing.

(F) Should project modifications or changes to bid items occur that increase the LOCAL GOVERNMENT share of total project costs, the LOCAL GOVERNMENT will be notified by the DEPARTMENT accordingly. The LOCAL GOVERNMENT agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund its share of the Project. The DEPARTMENT shall notify the LOCAL GOVERNMENT as soon as it becomes apparent the actual costs will overrun the award amount. However, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation during the Project and on final accounting as provided herein below. Funds due from the LOCAL GOVERNMENT during the Project not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to Section 55.03, Florida Statutes (F.S.).

(G) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred and sixty days (360) of final payment to the Contractor. The DEPARTMENT considers the Project complete when the final payment has been made to the Contractor, not when the construction work is complete. All project cost records and accounts shall be subject to audit by a representative of the LOCAL GOVERNMENT for a period of three (3) years after final close out of the project. The LOCAL GOVERNMENT will be notified of the final cost. Both parties agree that in the event the final accounting of total project costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the LOCAL GOVERNMENT. If the final accounting is not performed within three hundred and sixty (360) days, the LOCAL GOVERNMENT is not relieved from its obligation to pay.

(H) In the event the final accounting of total project costs is greater than the total deposits to date, the LOCAL GOVERNMENT will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The LOCAL GOVERNMENT agrees to pay interest at a rate as established pursuant to Section 55.03, F. S., on any invoice not paid within forty (40) calendar days until the invoice is paid.

(I) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit and as provided in the attached escrow agreement between LOCAL GOVERNMENT, DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury.

(J) Contact Persons:

DEPARTMENT

District 5 Local Programs
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720-6834
(386) 943-5452
D5-LocalPrograms@dot.state.fl.us

LOCAL GOVERNMENT

Loretta Shaffer
Tourism Development Director
Marion County
109 West Silver Springs Boulevard
Ocala, Florida 34475
(352) 438-2800
Loretta.Shaffer@marionfl.org

6. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use. The LOCAL GOVERNMENT may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT.

7. In the event this Agreement is in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) or has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“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 for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all

contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

8. 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 such party in conjunction with this Agreement.

9. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

10. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

11. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

(A) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

(B) The LOCAL GOVERNMENT shall expressly require any contractors 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/subcontractor during the contract term.

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IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement on _____, and the DEPARTMENT has executed this Agreement on _____.

MARION COUNTY

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

By: _____

Name: _____

Name: C. Jack Adkins

Title: _____

Title: Director of Transportation Development

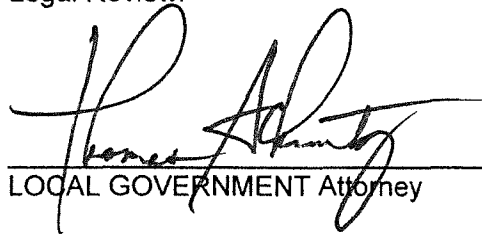
Attest:

Attest:

Executive Secretary

Legal Review:

Legal Review:

For: 
LOCAL GOVERNMENT Attorney

DEPARTMENT Attorney

Financial Provisions Approval by
Department of Comptroller on:

July 8, 2019

EXHIBIT "A"
SCOPE OF SERVICES

The DEPARTMENT is constructing a diverging diamond interchange at I-75 and NW 49th Street. Marion County (LOCAL GOVERNMENT) wishes to have the DEPARTMENT contractor construct a Community Aesthetic Feature at the I-75 and NW 49th Street Interchange. These features will include sign structures to be attached to the I-75 overpass bridge, landscaping features and decorative towers within the area of the interchange. Marion County (LOCAL GOVERNMENT) has provided us with the design plans and will be responsible for the actual costs of the construction of these features.

The DEPARTMENT'S Contractor shall construct the Additional Improvements as part of the construction contract for Interstate 75 (State Road 93) at NW 49th Street (from end of NW 49th Street to end of NW 35th Street).

After construction is complete, the LOCAL GOVERNMENT shall at all times be responsible, at their own cost and expense, for maintaining the Additional Improvements constructed under this Agreement, in perpetuity, which includes clean-up, removal and disposal of debris from catastrophic events or accidents as well as routine maintenance. The LOCAL GOVERNMENT will respond to and handle any citizen complaints. If the Additional Improvements needs to be rehabilitated and/or repaired at any time in the future, the DEPARTMENT is under no obligation to restore, repair or replace the Additional Improvements.

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EXHIBIT "B"

ESTIMATE

The estimate is based on Statewide and District Average Bid Price for the following items times an escalation to bring the cost up to the construction fiscal year.

I-75 NORTH GATEWAY (CAF) - OPINION OF PROBABLE CONSTRUCTION COST						
PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	Unit Cost	UNIT	CAF	
STRUCTURES						
					Qty	Cost
400-4-25	CONCRETE CLASS IV, MASS. SUBSTRUCTURE	TOWER FOOTING	\$1,630	CY	41.5	\$67,645
400-4-26	CONCRETE CLASS IV, MASS. SUPERSTRUCTURE	CIP TOWER	\$1,630	CY	112.2	\$182,886
415-1-4	REINFORCING STEEL - MISCELLANEOUS	CIP TOWER	\$2.00	LB	56652	\$113,304
415-1-4	REINFORCING STEEL - MISCELLANEOUS	TOWER FOOTING	\$2.00	LB	9031	\$18,062
455-34-5	PRESTRESSED CONCRETE PILING, 24" SQ.	TOWER FOOTING	\$275	LF	460	\$126,500
455-137	LOAD TEST (DYNAMIC), DATA COLLECTION AND ANALYSIS	TOWER FOOTING	\$6,500	EA	8	\$52,000
	STRUCT STEEL, MISCELLANEOUS	BRIDGE SUPER	\$3.85	LB	48962	\$188,504
Subtotal						\$749,000
PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	Unit Cost	UNIT	CAF	
ALUMINUM ART PANELS						
					Qty	Cost
	WATER JET CUT ALUMINUM PANELS AND WIND BEAMS, INSTALLED COMPLETE PER PLANS	BRIDGE SUPER	\$ 1,664,000	LS	1	\$ 1,664,000
Subtotal						\$1,664,000
PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	Unit Cost	UNIT	CAF	
Lighting & Electrical						
					Qty	Cost
	LIGHTING AND ELECTRICAL, INSTALLED COMPLETE PER PLANS	BRIDGE SUPER	\$ 612,602	LS	1	\$612,602
Subtotal						\$612,602
PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	Unit Cost	UNIT	CAF	
Signage						
					Qty	Cost
	"OCALA" LETTERS, COMPLETE	BRIDGE SUPER	\$90,965	LS	1	\$90,965
	ILLUMINATED TOWER TIPS, COMPLETE	CIP TOWER	\$30,322	EA	2	\$60,644
	ILLUMINATED MARION COUNTY LOGO MEDALLIONS	CIP TOWER	\$27,289	EA	2	\$54,578
Subtotal						\$207,000
					10% Contingency	\$323,261
Total						\$3,555,863.00

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EXHIBIT "C"
RESOLUTION

The Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.