

OFF SYSTEM CONSTRUCTION AND MAINTENANCE AGREEMENT
Between
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
(“DEPARTMENT”)
and
SEMINOLE COUNTY
(“LOCAL GOVERNMENT”)

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

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’S Work Program is Financial Project Number 447103-1-52-01 (State Road 46 from east of County Road 15 / Upsala Road to French Avenue) located in Seminole County, Florida, hereinafter referred to as the “Project”, some or all of which is not on the State Highway System; 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

WHEREAS, the parties hereto agree that it is the best interest of the State of Florida and the LOCAL GOVERNMENT for the DEPARTMENT to undertake and complete the design, construction, construction inspection, utility accommodation, and securing of permits necessary to construct the Project; 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 the Project. The Project shall include the tasks described in Exhibit “A” 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 property to accomplish the tasks required by the Project. This right of entry shall continue in full force and effect throughout the time that the Project is ongoing. The DEPARTMENT shall have final decision-making authority with respect for 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, specifically the construction of improvements for the benefit of the LOCAL GOVERNMENT, providing Construction Engineering Inspection (CEI) Services, and securing all environment and regulatory permits.

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.
5. 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 the construction contract for 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 State Road 46 from east of County Road 15 / Upsala Road to French 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 State Road 46 from east of County Road 15 / Upsala Road to French 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. If 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. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, express mail or electronic mail (e-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:

DEPARTMENT

District Five- Local Programs
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720
386-943-5520
D5-LocalPrograms@dot.state.fl.us

LOCAL GOVERNMENT

Anthony Nelson, P.E
County Engineer
Seminole County
100 East 1st Street
Sanford, Florida 32771
(407) 665-5763
anelson@seminolecountyfl.gov

17. 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.

18. 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.
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.

LOCAL GOVERNMENT

Anthony Nelson, P.E
County Engineer
Seminole County
100 East 1st Street
Sanford, Florida 32771
(407) 665-5763
anelson@seminolecountyfl.gov

DEPARTMENT

Charles M. Heffinger, P.E.
Director of Transportation Operations
State of Florida, Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720

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.

**SEMINOLE COUNTY,
FLORIDA**

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: See Attached Signature Page

By: _____

Name: _____

Name: Charles M. Heffinger, P.E

Title: _____

Title: Director of Transportation Operations

Date: _____

Date: _____

Attest: _____

By: _____

Title: _____

LOCAL GOVERNMENT Legal Review:

DEPARTMENT Legal Review:

See Attached Signature Page

By:
Attorney

By:
Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
JAY ZEMBOWER, Chairman

Date: _____

As authorized for execution by the Board of
County Commissioners at its _____
regular meeting.

ATTEST:

GRANT MALOY, Clerk to the
Board of County Commissioners of
Seminole County, Florida.

For the use and reliance of Seminole
County only.

Approved as to form and legal sufficiency.

County Attorney

**EXHIBIT “A”
SCOPE OF SERVICES**

The DEPARTMENT will undertake and complete the construction of the Project for the benefit of the LOCAL GOVERNMENT including CEI.

Scope of Services:

This project will widen Airport Boulevard to add a dedicated right turn lane along with milling and resurfacing the existing lanes. The project will also reconstruct the eastern and western intersection return radii, and reconstruct sidewalks, drainage, and a driveway along Airport Boulevard.

The DEPARTMENT’S plans for the above-described Project are identified as plans prepared by Avant Engineering Group, LLC dated July 6, 2023, for Financial Project Number 447103-1-52-01. A copy of the coversheet of the Roadway plans is attached hereto as Exhibit “A-1”. The Project will be built in conformance with the final plans as developed and as completed.

Remainder of this page intentionally left blank.

EXHIBIT “A-1”
ROADWAY PLANS

The Roadway Plans are attached and incorporated into this Agreement.

CONTRACT PLANS COMPONENTS

ROADWAY PLANS
SIGNING AND PAVEMENT MARKING PLANS
SIGNALIZATION PLANS

A DETAILED INDEX APPEARS ON THE
KEY SHEET OF EACH COMPONENT

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3-12	TYPICAL SECTIONS
13-28	TYPICAL SECTION DETAILS
29	OPTIONAL MATERIALS TABULATION
30	PROJECT LAYOUT
31-34	PROJECT CONTROL
35	GENERAL NOTES
36-45	ROADWAY PLAN
46	TRAFFIC MONITORING SITE
47-59	SPECIAL DETAILS
60-62	TRANSIT DETAILS
63-77	GRADING DETAILS
78-81	DRAINAGE DETAILS
82-126	DRAINAGE STRUCTURES
127-128	CROSS SECTIONS
129-131	SUMMARY OF VERIFIED UTILITIES
132-141	EROSION CONTROL PLAN
142	ROADWAY SOILS SURVEY
143-145	BORING LOCATION PLAN
146-150	SOIL PROFILES
151-169	TEMPORARY TRAFFIC CONTROL PLANS
170-179	UTILITY ADJUSTMENTS

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROADWAY PLANS

FINANCIAL PROJECT ID 447103-1-52-01
(FEDERAL FUNDS)

SEMINOLE COUNTY (77030)

STATE ROAD NO. 46 (W. 1st Street)

RESURFACING SR 46 FROM EAST OF I-4 TO SR 15 (US 17/92)

PROJECT LOCATION URL: <https://tinyurl.com/2p9euhmb>

PROJECT LIMITS: BEGIN MP 6.005 - END MP 8.912

EXCEPTIONS: NONE

BRIDGE LIMITS: BR#770033 MP 7.594 - MP 7.644
BR#770005 MP 8.458 - MP 8.462

RAILROAD CROSSING: CFRC (SUNRAIL) 621329B

PHASE III - JULY 2023

ROADWAY PLANS
ENGINEER OF RECORD:

MICHAEL F. SASSE, P.E. NO: 73812
AVANT ENGINEERING GROUP, LLC
2899 LEE ROAD, SUITE 401
WINTER PARK, FL 32789
(407) 775-2208
CONTRACT NO.: CAG67
VENDOR NO.: 83380146-01

FDOT PROJECT MANAGER:
ANTHONY MILLER, P.E.

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY 2023-24 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, FY 2023-24 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/implemented/SpecBooks>

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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61E13-23.004, F.A.C.

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**EXHIBIT “B”
RESOLUTION**

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