SECOND AMENDMENT TO THE AGREEMENT

In accordance with the SW 38th/40th St Phase A & SW 38th St Phase B (from SW 80th Ave to SW 43rd Ct) Agreement entered into on February 7, 2023, and all of its amendments (if any), collectively (the "Agreement") this Second Amendment to the Agreement (this "Amendment") is made and entered into by and between **Kimley-Horn and Associates, Inc.**, whose principal address is 421 Fayetteville Street, Suite 600, Raleigh, NC 27601, with a local office located at 1700 SE 17th Street, Suite 200, Ocala, FL 34471; possessing FEIN **56-0885615**, (hereinafter referred to as "FIRM") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471, (hereinafter referred to as "COUNTY").

WITNESSETH

WHEREAS this Amendment shall remain in full force and effect until completion of all services required of FIRM, and the parties wish to amend the Agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, COUNTY and FIRM (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

1. This Amendment shall be deemed to amend and become part of the Agreement in accordance with the project 22Q-152, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.

2. In addition to the work already undertaken as part of the Project, FIRM is hereby retained to complete the work identified on **Exhibit A - Scope of Services for Final Roadway Engineering Services**, attached hereto. This Exhibit A serves as a continuation of the work outlined in Exhibit A of the Master Agreement.

3. FIRM shall complete the work (the "Work") identified in **Exhibit A, Part III – Schedule**, within a 10-month timeline from the date FIRM receives a Purchase Order from the County (the "Term").

4. COUNTY shall make payment of Two Million Forty-Two Thousand Five Hundred Thirty Dollars $2,042,530, (the "Agreement Price"), to FIRM under COUNTY's established procedure, upon completion of Work. There shall be no provisions for pricing adjustments during the Term. Submissions of FIRM's invoice for final payment and reimbursements shall constitute FIRM's certified representation to COUNTY that, upon receipt from COUNTY of the amount invoiced, all obligations of FIRM to others, including its consultants, incurred in connection with the Project, will be paid forthwith. The Agreement Price is based upon the Cost Estimate for Services, a copy attached hereto as **Table A** to **Exhibit A.**

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF the Parties have entered into this Amendment, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

KATHY BRYANT DATE
CHAIRMAN

BCC APPROVED: April 1, 2025
22Q-152-CA-02 SW 38th/40th St Phase A & SW 38th St Phase B (from SW 80th Ave to SW 43rd Ct)

****

WITNESS:

SIGNATURE

PRINTED NAME

WITNESS:

SIGNATURE

PRINTED NAME

KIMLEY-HORN AND ASSOCIATES, INC.

BY: DATE

PRINTED:

ITS: (TITLE)

Kimley»Horn

Exhibit A of Standard Agreement between the Marion County Board of County Commissioners and Kimley-Horn and Associates, Inc.

SCOPE OF SERVICES

FOR FINAL ROADWAY ENGINEERING SERVICES

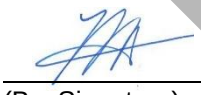
For

SW 38th/40th Street
(RFQ 22Q-152)

From 3,000 feet east of SW 80th Avenue to SW 43rd Court

Marion County, Florida

KIMLEY-HORN AND ASSOCIATES, INC.
(Consultant)



(By: Signature)

Mohammad Ansari, P.E. – Project Manager
(Print Name and Title)

Date: March 13, 2025

G:\New Business\Public Sector\Marion County\2025\SW 38th St Design\Scope of Services_SW 38th-40th Street Design.docx

Kimley»Horn

TABLE OF CONTENTS

Kimley»Horn

PART I – PREAMBLE

1. PURPOSE

The purpose of this Agreement is to describe the scope of work and the responsibilities of Kimley-Horn and Associates, Inc., hereinafter called the ENGINEER and the Marion County Office of the County Engineer, hereinafter called the COUNTY, in connection with the completion of final design and preparation of complete roadway construction plans for the proposed improvements to ***SW 38th/40th Street***.

This Scope of Services is for the design and permitting of certain roadway improvements within Marion County. The ENGINEER was selected for this project in 2022 under a competitive process consistent with the CCNA process contained in the Florida Statutes as part of RFQ# 22Q-152.

Under a previous Agreement, the ENGINEER completed a Preliminary Engineering Report (PER) for the widening of SW 38th/40th Street. Under this Agreement the ENGINEER will perform survey work, environmental assessments, prepare roadway design and construction plans and obtain permits for the associated widening and improvements for approximately 3.1 miles of SW 38th/40th Street.

The COUNTY's desired typical section includes a 120'-wide right-of-way which will include a four-lane curb and gutter roadway with 12' travel lanes, a grassed median, four-foot-wide paved shoulders on each side of the roadway, a 5' wide sidewalk on the east side of the roadway and a 12' shared use path on the west side of the roadway. The proposed design speed will be 45 miles per hour.

This Agreement includes the following design responsibilities:

> SW 38th/40th Street – Survey, design plans, environmental assessments, and regulatory agency permitting, beginning 3,000 feet east of SW 80th Avenue to SW 43rd Court for a distance of approximately 3.1 miles.

This Agreement does not include support services for the acquisition of new right-of-way through the eminent domain process, the need for which has been identified in the PER. This Agreement does include all work needed to support the acquisition of right-of-way and pond sites from property owners that will provide right-of-way through cooperative negotiation with the COUNTY.

It is anticipated that this project will utilize existing and proposed new drainage retention areas per the PER.

The ENGINEER will perform those surveys, engineering analyses, designs and permitting services required to complete the final design and to prepare design plans to include environmental assessments, surveying, right-of-way parcel sketches, roadway, drainage, signing and pavement markings, traffic signalization, and the coordination of underground utilities and overhead wire utilities. The ENGINEER will perform those engineering studies, designs and technical reviews of work associated with the development and preparation of the contract plans. The COUNTY will provide job specific information and/or functions as outlined in this Agreement.

During the design stage, it will be necessary for the ENGINEER to have access to the proposed roadway corridor alignment for survey, staking, geotechnical investigations, etc. The COUNTY will secure all necessary permissions, easements, agreements, etc. needed to permit access to the ENGINEER equal to the access that is available on a normal and typical roadway design project.

This Agreement does not include any new preliminary engineering studies, public involvement tasks, etc. designed to help set, or refine, the alignment of the roadway corridor. Those services were provided in a prior agreement during the PER process.

This Agreement does not include work pertaining to the acquisition of properties through the eminent domain process. This work will be considered post-design services and provided under a separate agreement or amendment to this Agreement if necessary.

This Agreement does not include engineering support services to the COUNTY during the construction phase. This work will be considered post-design services and provided under a separate agreement or amendment to this Agreement.

This Agreement does not include any design or permitting services associated with new or extensions of utility lines / facilities.

This Agreement does not include project phasing to divide the Project into phases. This work will be provided under a separate agreement or amendment to this Agreement if necessary.

Kimley»Horn

PART II – FINAL DESIGN SCOPE OF SERVICES

TASK 1 – PROJECT ADMINISTRATION

The project administration activities contemplate a 10-month duration following Notice to Proceed by the COUNTY, including bid assistance services. The activities that will be undertaken include the following:

A. Project Setup: ENGINEER will establish project files, project work plan, and initiate the project accounting and invoicing system.

B. Kick-Off Meeting: ENGINEER will conduct a kick-off meeting with the COUNTY and project team. The ENGINEER will prepare an agenda beforehand and then circulate meeting minutes to all participants following the meeting.

C. Project Progress Meetings: Beginning in the second month of the contract and continuing through the duration of the contract, the ENGINEER will meet with the COUNTY to review the progress of work, conduct project reviews, and to coordinate with utility companies. The ENGINEER will maintain the design schedule and update the schedule as requested following each progress meeting. For each progress meeting, the ENGINEER will prepare an agenda and meeting minutes. The ENGINEER will retain Guerra Development Corp. (GDC) as a subconsultant to perform design and analysis for the drainage retention areas. GDC will be in attendance with the ENGINEER at progress meetings to discuss items related to the proposed drainage retention areas.

D. Progress Reports and Invoices: ENGINEER will prepare a monthly progress report to be included with each monthly invoice.

E. Miscellaneous Meetings: As requested, ENGINEER will prepare for and attend up to two general meetings with the COUNTY, affected landowners, stakeholders, etc. This would not include advertised public meetings, BOCC workshops, etc.

TASK 2 – SURVEYING AND MAPPING

The ENGINEER will retain JCH Consulting Group, Inc (JCH) as a subconsultant to perform surveying and mapping services. JCH will provide the following services as part of this task.

A. Topographic Survey: The ENGINEER will collect spot elevation data at approximate 50-foot intervals and all major grade breaks within proposed drainage retention areas. The spot elevation data will be interpolated to depict one-foot contour intervals and will be shown on the survey. The ENGINEER will collect inverts, sizes, and materials of pipes within storm and sanitary structures when reasonably accessible. The ENGINEER will also collect spot elevation data at the intersection of SW 38th/40th Street and SW 67th Avenue.

B. Sketch of Description: The ENGINEER will prepare a Sketch of Description for the approximate 52 parcels needed for the proposed right-of-way. Improvements will be shown in sketches where applicable. The documents will include a Surveyor's sketch, metes and bounds description, and area computation. The ENGINEER will coordinate with the COUNTY'S Property Management Firm for the required sketch of descriptions.

Obtaining Ownership and Encumbrance Reports for each parcel along and adjacent to the proposed right-of-way corridor is not included in this Agreement. The COUNTY will obtain the

Ownership and Encumbrance Reports during the right-of-way acquisition process. Preparation of Right of Way Maps is also not included in this Agreement.

TASK 3 – GEOTECHNICAL ENGINEERING

The ENGINEER will retain Central Testing Laboratory, Inc. (CTL) as a subconsultant to perform geotechnical engineering services. CTL will provide the following services as part of this task.

A. 30 hand auger borings at a 10-foot depth within the proposed roadway widening and reconstruction areas.

B. 7 standard penetration test soil borings to depth of 20 feet below existing site grade with horizontal and vertical permeability and porosity testing at each boring location within proposed drainage retention areas.

C. 5 asphalt roadway cores with hand auger borings to a depth of 5 feet through the core hole to determine thickness of the existing asphalt section.

D. Soil samples will be recovered per ASTM standards. Visual classification per the Unified Soil Classification Group System will be performed.

E. A report will be prepared summarizing findings, evaluations, and recommendations to aid in the design of the roadway pavement and drainage retention areas. The report will also include findings pertaining to the estimated seasonal high water table levels, depth to confining layers, and permeability rates.

TASK 4 – SUBSURFACE UTILITY EXPLORATION

The ENGINEER will retain ECHO UES, Inc. (ECHO) as a subconsultant to perform subsurface utility exploration (SUE) services. ECHO will provide the following services as part of this task.

A. Identification and marking of existing utilities: Utilities potentially in conflict with the project and located within the project limits will be investigated in the attempt to identify their position. The results will be marked on the ground surface using the most appropriate method (i.e., pin flags, paint, etc.) and showing the approximate position of the identified utilities. For this effort, the ENGINEER will attempt to achieve the ASCE/CI 38-02 Utility Quality Level B.

   1. The ENGINEER will attempt to identify and mark detectable underground utilities potentially in conflict with the proposed installation(s) and located within the project limits, with the exclusion of irrigation lines and minor service lines.

B. Verification of utility location and characteristics: The ENGINEER will attempt to expose utilities via minimally intrusive methods (e.g., use of vacuum excavation) to confirm their characteristics (e.g., type, size, material, direction, configuration) and provide an accurate location. After each excavation (test hole) all verifiable utility information will be recorded, utility location will be marked with the most appropriate method (e.g., wooden lathes, “X” mark on concrete, nail and disk on asphalt) and restore the field to as close as possible to its original conditions. For this effort, the ENGINEER will attempt to achieve the ASCE/CI 38-02 Utility Quality Level A.

1. 5 utility verification test holes per proposed signal pole will be performed in support of design. Excavation holes will be performed over a 6-foot diameter area and down to an achievable depth.

2. 2 utility verification test holes per proposed drainage structure (up to 10 drainage structures) will be performed in support of design. Excavation holes will be performed over a 6-foot diameter area and down to an achievable depth.

C. Field deliverables will consist of test hole data sheets containing all information obtained via test holes and visual verification and a survey digital file.

TASK 5 – ENVIRONMENTAL ANALYSIS AND REPORTING

The ENGINEER conducted an Environmental Analysis and Natural Resources Assessment along the proposed roadway alignment during the PER phase. This Agreement includes performing an Environmental Analysis and Natural Resources Assessment within the proposed drainage retention areas to support permitting efforts.

A. Environmental Analysis: ENGINEER will conduct an Environmental Analysis within the proposed drainage retention areas to support the project permitting. The ENGINEER will document the natural, physical, and cultural resources within the proposed alignment. This scope also includes a review of potential pond sites. The COUNTY will be responsible for obtaining permission from property owners for any access to their property necessary to perform the environmental evaluations. It is assumed that noise and air quality impact analysis are not required. These studies can be provided as an additional service if desired by the COUNTY.

B. Natural Resources Assessment: The ENGINEER will conduct a Natural Resource Assessment within the proposed drainage retention areas to identify wetlands and surface waters and upland habitats (including potential sensitive habitats) and will evaluate the potential for usage by endangered and threatened species (listed species). In preparing this assessment, the ENGINEER will conduct the following tasks:

1. Review readily available natural resource documentation, previous environmental studies, soils map, Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) maps and listed species information.

2. Request information from the Florida Natural Areas Inventory (FNAI) and the Florida Fish and Wildlife Conservation Commission (FWC) regarding known occurrences of listed species on and in the vicinity of the subject property.

3. Two biologists will conduct site reconnaissance to ground truth the database information.

4. Map habitat types, including wetlands (if applicable), on an aerial photograph and document signs of listed species usage during site reconnaissance.

5. A 15% gopher tortoise survey will be performed, and a map of tortoise locations will be prepared.

   Note: A 100% survey for gopher tortoise will be required 90 days prior to the start of construction. A new Agreement or amendment to this Agreement will be prepared for these services, should they become necessary.

C. Reporting: The findings and recommendations of the environmental assessment will be summarized in a technical memorandum that will be included within the permit applications as required.

D. Southwest Florida Water Management District (SWFWMD) Permit Exhibits: Exhibits and maps will be prepared to support and submit with the SWFWMD Environment Resource Application (ERP) for this Project.

TASK 6 – CULTURAL RESOURCE ASSESSMENT SURVEY

The ENGINEER will perform a Cultural Resource Assessment Survey (CRAS) for areas of the project which were not previously surveyed with the Preliminary Engineering Report.

A. The ENGINEER will perform historical background research, review architectural history survey, and examine historical maps.

B. A site reconnaissance will be performed for the proposed drainage retention areas.

C. A CRAS will be prepared and submitted to the COUNTY. The report will be submitted to the State Historic Preservation Office (SHPO) for concurrence if a cultural resource is identified.

TASK 7 – DRAINAGE ANALYSIS

A. The ENGINEER will be responsible for designing a drainage and stormwater management system for the project. The design work will comply with local and state requirements. This work will include the engineering analysis necessary to design the following: cross drains, roadway ditches, outfall ditches, and drainage pipes.

B. The ENGINEER will design a piping conveyance system that meets the requirements of the Marion County LDC and takes into consideration an agreed upon design storm event and accounts for normal drainage parameters such as conveyance capacity, velocity, and pavement gutter spread.

C. The ENGINEER will provide the COUNTY and applicable permitting agencies with electronic PDFs of the digitally signed and sealed Drainage Conveyance Design Report. This will include final calculations for the proposed storm drainage system and information required for permit review and approval.

D. The scope of work of this Agreement also does not include modification of flood insurance rate maps through FEMA. The current FEMA Flood Insurance Rate Map for the Project area, dated 08/28/2008, does not delineate any regulated flood zones within the Project limits.

E. The ENGINEER will retain GDC as a subconsultant to perform design and associated permitting for the proposed drainage retention areas (DRAs). GDC will provide the following services as part of this task.

1. The design of drainage retention areas will be based on the PER. This Agreement does not include a pond siting analysis. This task involves the design and analysis for up to four (4) drainage retention areas. Analysis will be based on either the SCS Curve Number or the Green-Ampt method.

2. Accepted deviations from the Marion County Land Development Code for roadway projects will be considered in the design of drainage retention areas if applicable to enhance safety or cost efficiency. Deviations, if necessary, will be coordinated with the COUNTY during the design phase.

3. The design and analysis of drainage retention areas for this project will include stormwater management for the roadway right-of-way, permanent easements, and drainage retention areas. Resolution of flooding problems outside of the project limits is outside the scope of this Agreement.

4. The following is a list of DRAs as part of this Agreement:

   - Basin 3 DRA, located within the City of Ocala Sportsplex.
   - Basin 4 DRA, located adjacent to the right-of-way for SW 38th/40th Street. This is a shared use DRA.
   - Basin 5 is currently routed to the DRA for Basin 4. The addition of a DRA to exclusively serve basin 5 is not included in this Agreement.
   - Basin 6 DRA is located at the north and east of the curve in the road.
   - Basin 7 DRA is located within parcels purchased by Marion County at the southwest corner of the intersection of SW 38th /40th Street and SW 43rd Court.

5. The ENGINEER will provide the COUNTY and applicable permitting agencies with electronic PDFs of the digitally signed and sealed Drainage Design Reports for the Analysis of DRAs. This will include final calculations for the proposed storm drainage system, final pond calculations, and information required for permit review and approval.

6. Recently, the State of Florida adopted new stormwater rules under Chapter 2024-275, Senate Bill 7040 on June 28, 2024. The new rule takes effect 18 months after adoption. We assume that this Project will be designed and permitted prior to that adoption date. If the Project must be modified to meet the new rule criteria, additional scope and fees will apply to update the design and permitting.

TASK 8 – DESIGN ANALYSIS

A. Typical Section Package: A Typical Section Package will be prepared for the project and submitted to the COUNTY for review and approval. The general typical section for the corridor will match what is described in the preamble section above in this document. The typical section package will also include applicable typical sections for side streets.

B. Pavement Design Package: The required pavement designs will be prepared by the ENGINEER. The package will include calculations for 18-kip equivalent single axle loads and pavement structural number.

C. Design Documentation: The ENGINEER will submit to the COUNTY design notes and computations to support and document the design conclusions reached during the development of the construction plans. No design exceptions are anticipated on this project.

When the plans are submitted for each subsequent review, the design notes and computations corrected according to COUNTY comments will be resubmitted. At the project completion, a final set of design notes and computations will be submitted with the record set of plans.

D. Geometrics: The ENGINEER will design the geometrics for the project in accordance with the classification for urban roads of Marion County, applicable FDOT standards, the Florida Greenbook 2018, the Manual on Uniform Traffic Control Devices (MUTCD), with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, drainage features, aesthetics, pedestrian and bicycle concerns, accessibility, ADA requirements, access management, and scope of work.

TASK 9 – ROADWAY PLANS

The ENGINEER will roadway plans to include the necessary plan sheets, notes, and details to generally include the following:

A. Key Sheet

B. Signature Sheet

C. Summary of Pay Items

D. Drainage Maps

E. Typical Sections

F. Summary of Drainage Structures

G. Project Layout

H. Project Control

I. General Notes

J. Roadway Plan and Profile

K. Drainage Retention Area

L. Drainage Details

M. Intersection Detail Sheets

N. Cross Sections

O. Construction Surface Water Management Plans

P. Miscellaneous Construction Details

Q. Temporary Traffic Control Plans – The ENGINEER will prepare conceptual temporary traffic control plans, notes and details that convey the intended phasing of the proposed construction improvements. The plans will indicate the contractor's responsibility to prepare complete Temporary Traffic Control Plans for review and approval by the COUNTY. Temporary Traffic

Control will be included as a lump sum bid item in the construction contract. Design and plans for temporary lighting and temporary signalization are not included in this Agreement. See Task 10 of this Agreement for Temporary Traffic Control Plans at the intersection of SW 67th Avenue.

R. Utility Adjustments – Each utility provider will be responsible for the design of their respective aboveground and underground utilities for this project. These designs/utility adjustments will be provided to the ENGINEER by the utility provider for inclusion into the utility adjustment sheets for this project.

S. Signing Pavement and Marking Plans

T. Property Management Sheets – The ENGINEER will prepare Property Management Sheets to depict areas where the proposed right-of-way has been acquired. These sheets will be updated up to four times to account for acquired right-of-way.

U. Soil Survey

The ENGINEER will review the access management plan as part of the approved PER and will recommend revisions based on coordination with the COUNTY.

TASK 10 – ROUNDABOUT DESIGN AND PLANS

A. The ENGINEER will design a roundabout at the intersection of SW 38th/40th Street and SW 67th Avenue.

B. The roundabout will be designed per the FDOT Design Manual and the NCHRP Report 1043: Guide for Roundabouts.

C. The ENGINEER will develop Guide Signs for the roundabout and will include Guide Sign Worksheets in the plans.

D. The ENGINEER will include Rectangular Rapid Flashing Beacons for pedestrian crossings at the proposed roundabout. The beacons will be conventionally powered through a service point with the power company. The ENGINEER will include details for conduits, wiring, and service point location in the plans for the project. THE ENGINEER will coordinate with the power company on the location of the proposed service point.

E. The ENGINEER will prepare a roundabout grading plan which will include spot elevations and grades.

F. Landscape design for the project will be limited to within the central island of the proposed roundabouts.

1. As requested by the COUNTY, the proposed landscaping shall not require an irrigation system. The ENGINEER will provide up to three landscaping options for the central island to the COUNTY for review. The options will consist of photos of past projects or current installations for landscaping in rural areas. Based on input received from the COUNTY, the ENGINEER will develop a concept plan and will submit to the COUNTY for concurrence.

2. Based on input received from the BOARD on the concept plan, the ENGINEER will prepare landscaping plans specifying normal and typical plant schedules and general landscape

installation notes and specifications to be included with the 60%, 90% and 100% plan submittals.

3. Irrigation and hardscape design is not included in this Agreement.

G. Temporary Traffic Control Plans (TTCP)

1. TTCPs will include necessary details for providing temporary traffic control during construction of the proposed roundabout. The plans will include details for channelizing devices, work zone signs, temporary barrier walls, crash cushion attenuators, portable changeable message signs, temporary pavement, temporary alignments, and temporary drainage as needed.

2. General notes and phasing notes will also be included in the TTCPs.

3. Temporary Traffic Control will be included as a lump sum bid item in the construction contract. This Agreement assumes development of one temporary traffic control plan per roundabout location. Temporary lighting design is not included in this scope of services.

TASK 11 – SIGNALIZATION DESIGN AND PLANS

A. The ENGINEER will develop one set of signalization plans for the following intersections:

1. SW 38th/40th Street and SW 60th Avenue (existing box span and poles to be removed, new box-span and poles to be installed)

2. SW 38th/40th Street and SW 48th Avenue (existing box span and poles to be removed, new box-span and poles to be installed)

3. SW 38th/40th Street and SW 43rd Court (existing poles in conflict with proposed work to be removed, new box-span and poles to be installed)

B. The plan set will include the following sheets:

1. Signalization General Notes

2. Pay Item Notes and Summary of Quantities

3. Signalization Plans

4. Span Tabulation

5. Concrete Strain Pole Schedule

6. Guide Sign Work Sheets

C. It is assumed that a concrete strain pole layout with box configuration (not diagonal) will be implemented at the intersections. The signalization plans will specify controller locations, controller peripherals, phasing and initial timings, detection equipment, conduits, cabling, pull boxes, traffic signal displays, signs, and pedestrian displays and detectors. The ENGINEER will prepare signal timings, pedestrian, and clearance intervals. A summary of the recommended intersection timings will be included with the signal plans.

D. The ENGINEER will prepare a structural analysis per FDOT Standard Plans and Specifications to determine the design of the proposed concrete strain poles. The required depth, width, and reinforcement of the pole foundations will be specified. The structural analysis will be summarized in a calculations book provided with the 90% and 100% submittals.

E. The ENGINEER will prepare interconnect plans to install underground fiber from the intersection at SW 60th Avenue to SW 43rd Court.

F. Design of CCTV poles is not included in this Agreement.

G. Temporary signal design and/or plans is not included in this Agreement.

TASK 12 – LIGHTING DESIGN AND PLANS

A. The ENGINEER will develop one set of lighting plans for the intersections at SW 67th Avenue, SW 60th Avenue, SW 48th Avenue, and SW 43rd Court. The lighting plans will be incorporated into the overall roadway plan set.

B. The lighting design will include analysis for horizontal illuminance for the intersection and vertical illuminance for the proposed crosswalks at the intersection. The design will conform with the FDOT Design Manual, 200 Series to the greatest extent possible.

C. It is expected that luminaires will need to be added to the proposed signal poles and ground mounted light poles will be needed near the intersection. The ENGINEER will coordinate with the respective power company for installation of ground mounted light poles. The COUNTY will enter into a leasing agreement with the power company for ground mounted light poles.

D. The ENGINEER will perform voltage drop calculations and size the conductors for the luminaires on signal poles. The electrical design of the ground mounted light poles will be performed by the power company.

E. The ENGINEER will document the lighting analysis in a Lighting Design Analysis Report and submit it to the COUNTY with 90% and 100% submittals.

F. The ENGINEER will coordinate with the power company for construction costs related to ground mounted light poles. The ENGINEER will review and forward the costs received from the power company to the COUNTY.

TASK 13 – UTILITY COORDINATION

A. The ENGINEER will be responsible for coordinating the proposed design with the affected Utility Agency Owners (UAO) to minimize utility conflicts. The COUNTY will assist the utility coordination as needed during the design phase.

B. The ENGINEER will submit the roadway plan set at each submittal stage to each UAO for utility coordination. The ENGINEER will, prior to and during design, obtain available data from the UAOs that may be needed to determine the actual location and depth of the underground utilities. The ENGINEER will implement existing information received from UAOs into the roadway plans.

C. The ENGINEER will conduct a Utility Relocation Meeting between the 90% submittal and 100% submittal to coordinate necessary relocations with UAOs and the COUNTY. The ENGINEER will

prepare an agenda beforehand and then circulate meeting minutes to all participants following the meeting.

D. Utility Work Schedules (UWS): All UAOs are expected to provide utility work schedules to the ENGINEER to include in the final construction documents for each project phase. A copy of the COUNTY'S UWS document will be provided to each utility provider at the time of the 60% plan submittal stage. The ENGINEER will review the UWS from all utility owners and provide comments to them as necessary. The ENGINEER will sign off on the UWS after comments have been implemented and will forward to the COUNTY for signatures.

E. Utility Conflict Matrix: The ENGINEER will prepare a utility conflict matrix to document utility conflicts throughout the design phase. The matrix will include stations, offsets, type of conflict, utility information, resolution of conflict and other information as determined by the ENGINEER.

TASK 14 – PERMITTING

A. Permitting will be required through the following agencies as part of the project: SWFWMD, Marion County Office of the County Engineer (OCE), and City of Ocala.

B. SWFWMD

1. The ENGINEER will retain GDC as a subconsultant to support permitting with SWFWMD.

2. The ENGINEER will prepare for and attend one pre-application meeting with SWFWMD. Following the 60% permit submittal, the ENGINEER will attend an environmental site review with the SWFWMD Environmental Scientist.

3. The ENGINEER will prepare and submit an ERP application, calculations and design plans to the SWFWMD. The ENGINEER will submit plans and supporting documentation to provide a complete permit application. The ENGINEER will respond up to two requests for additional information and address permitting agency review comments and attend phone calls with SWFWMD as appropriate, through permit issuance. For all permits, the COUNTY will be the applicant and provide signatures.

C. The ENGINEER will prepare and submit phased review packages to OCE at the following stages:

1. 60% Roadway Plans and Calculations

2. 90% Roadway Plans and Calculations

3. 100% Roadway Plans and Calculations

4. Opinions of Probable Construction Costs at 60%, 90% and 100% Plans Stages.

The COUNTY acknowledges that the ENGINEER has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to ENGINEER at the time and represent only the ENGINEER'S judgment as a design professional familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

D. The ENGINEER will conduct comment resolution meetings for the project with the COUNTY to discuss comments and proposed responses after the 60% and 90% design stages. Two comment resolution meetings are included in this Agreement.

E. The COUNTY will review each review package promptly and provide written comments, compiled by all reviewers into a single document, to the ENGINEER. The ENGINEER will, with each following submittal, provide a written response to all COUNTY comments detailing how each review comment was addressed.

Following the submittal and review of the 100% Roadway Plans and Calculations, the COUNTY will provide a written approval for the ENGINEER's records indicating that all comments have been addressed, and the plans are approved as submitted.

F. The ENGINEER will submit plan sets at each submittal phase to the City of Ocala for review. The ENGINEER will, with each following submittal, provide a written response to all City's comments detailing how each review comment was addressed.

TASK 15 – PERMIT APPLICATION FEE ALLOWANCE

A. The ENGINEER will provide payment of application and noticing fees to permitting agencies identified in this Agreement and invoice the COUNTY for those amounts as a direct expense on the following monthly invoice. If additional permit fees are required, it is assumed those will be provided directly by the COUNTY.

TASK 16 – BIDDING ASSISTANCE

This Agreement includes bidding assistance for the first phase of the project only. Bidding assistance for the second phase is excluded.

A. Bid Form: The ENGINEER will prepare a final bid form that lists all anticipated pay items with corresponding estimated quantities for the COUNTY's use in preparing the bid documents. The 100% Roadway Plans will be used for bidding.

B. Special Provisions: The ENGINEER will review Special Provisions provided by the COUNTY and provide comments as necessary. The ENGINEER will provide Technical Special Provisions for items of work not covered by FDOT Standard Specifications, Supplemental Specifications or Recurring Special Provisions for each project phase. GDC will review special provisions and comment as necessary for the proposed drainage retention areas. The actual bid documents, posting the bid for potential bidders, and administration of the bid process will be handled by the COUNTY.

C. Pre-Bid Meeting and Bid Addenda: ENGINEER and GDC will participate in one Pre-Bid Meeting for the project. The ENGINEER and GDC will assist the COUNTY to prepare up to three addendums during the bidding. The Marion County Procurement Services Department will be responsible for issuing addenda to the Bidders of Record. This task will be performed on an hourly, not to exceed basis.

TASK 17 – POST DESIGN SERVICES (NOT INCLUDED)

A. Drawing Control: ENGINEER will prepare and issue "Issued for Construction" design plans and electronic files to the COUNTY and contractor. Throughout the construction of the Project, the ENGINEER shall maintain a drawing control index and track all revisions issued to the COUNTY.

B. Pre-Construction Conference: ENGINEER will prepare for and attend a Pre-Construction Conference prior to commencement of construction activity.

C. Monthly Progress Meetings: ENGINEER will attend monthly progress meetings conducted by the COUNTY during the project's construction phase. This scope includes twelve progress meetings.

D. Shop Drawings: ENGINEER will review and take appropriate action regarding shop drawings and other data that the contractor is required to submit, but only to conform to the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.

E. Contractor RFIs and Site Visits: ENGINEER will review up to ten requests for information (RFI) from the Contractor and issue necessary interpretations and clarifications of the Plans and Specifications to the COUNTY.

ENGINEER will make up to twelve site visits to assist in responding to the Contractor's RFIs and to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of contractor's work. Observations will be limited to spot-checking, selective measurement, and similar methods of general observation. Based on information obtained during site visit, the ENGINEER will evaluate whether contractor's work is generally proceeding in accordance with the Contract Documents.

F. Construction Plan Revisions: As directed by the COUNTY, ENGINEER will perform plans production services to revise the construction plans to address changed field conditions or unforeseen conditions that may be encountered. For the purposes of this Amendment, ENGINEER has assumed a total of five plan revisions.

G. As-Built Review: ENGINEER will, after notice from the COUNTY that it considers the work ready for its intended use, conduct a site visit and review draft as-built surveys to determine whether the work is substantially complete. ENGINEER will provide review markups of the as-built surveys and review updated surveys provided by the COUNTY.

H. Agency Certifications: Following completion of all work and receipt of signed and sealed as-built surveys and testing reports, ENGINEER will prepare agency permit certifications to the SWFWMD and FDEP and submit them for processing.

I. Right of Way Map: A right of way map will be prepared for the final roadway corridor after construction is complete. Prior to final recording in the public records, the Surveyor of Record will update the map to depict the boundaries of the acquired parcels based upon the recorded information provided by the COUNTY. The right-of-way will be monumented in the field along the right of way lines and those corners will be referenced on the right of way map. The right of way map will be prepared in accordance with the Florida Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors in Chapter 5J-17, Florida Administrative Code,

pursuant to Section 472.027, Florida Statutes. The ENGINEER will respond up to 1 round of comments from the COUNTY.

PART III – SCHEDULE

The ENGINEER will undertake this work to meet a 10-month schedule which includes a 1-month bidding phase. The 10-month timeline begins upon receipt of the approved purchase order from the COUNTY.

A detailed schedule in will be provided to the COUNTY by ENGINEER at the Kick-Off Meeting. The schedule will be maintained by the ENGINEER and periodic updates provided to the COUNTY for the duration of the Project.

PART IV – MISCELLANEOUS

1. GOVERNING REGULATIONS

The services performed by the ENGINEER will follow applicable COUNTY and FDOT standards and guidelines. The current edition, including updates, of the following references and guidelines will be used in the performance of this work.

A. Florida State Statutes

B. Florida Administrative Code

C. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (FDOT Greenbook, 2018 Edition)

D. FDOT Standard Plans for Road Construction

E. Standard General Conditions of the Construction Contract by the Engineers Joint Contract Documents Committee (EJCDC)

F. Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction

G. Marion County Land Development Code

H. FDOT Design Manual

I. FDOT Drainage Manual

J. FDOT Drainage Design Guide

K. FDOT Flexible Pavement Design Manual

L. Florida Manual on Uniform Traffic Studies (MUTS)

M. FDOT Manual on Intersection Control Evaluation

N. FDOT Basis of Estimates

O. Manual on Uniform Traffic Control Devices (MUTCD)

P. AASHTO's "A Policy on Geometric Design of Highways and Streets"

Kimley»Horn

2. PROGRESS REPORTING

The ENGINEER will provide periodic e-mails and monthly written progress reports that describe the work performed on each task. Progress reports will be delivered to the COUNTY concurrently with the monthly invoice.

3. QUALITY CONTROL

The ENGINEER will be responsible for the professional quality, technical accuracy and coordination of surveys, designs, drawings, specifications, and other services furnished by the ENGINEER under this Contract. The Quality Control Plan may be one utilized by the ENGINEER as part of their normal operation, or it may be one specifically designed for this project.

4. SUBMITTALS

The ENGINEER will provide copies of the required documents as listed below.

Summary of Deliverables:

A. Signed and Sealed Survey

B. Sketch of Descriptions

C. Geotechnical Report

D. Natural Resource Assessment

E. Cultural Resource Assessment Survey

F. Drainage Design Report

G. Structural Design Calculations for Signal Strain Poles

H. Lighting Design Analysis Report

I. 60% Roadway Plans and Design Calculations

J. 90% Roadway Plans and Design Calculations

K. 100% Signed and Sealed Roadway Plans and Design Calculations

L. Opinions of Probable Construction Costs at 60%, 90% and 100% Plans Stages

M. Digital files in electronic format (PDF and AutoCAD) at the final submittal

Attachments – Table A – Cost Estimate for Services

TABLE A
COST ESTIMATE FOR SERVICES

PROJECT: SW 38TH/40TH STREET
CLIENT: MARION COUNTY OFFICE OF THE COUNTY ENGINEER
KH PM: MOHAMMAD ANSARI, P.E.

SHEET: 1 of 1
DATE: 3/13/2025

		DIRECT LABOR											
		Principal Engineer	Project Manager (Registered)	Project Engineer (Registered)	Staff Engineer	Staff Scientist	Landscape Architect	CADD Designer	CADD Technician	Clerical	LABOR HOURS	SUB ($)	LABOR TOTAL
TASK ID	TASK DESCRIPTION	$255.00	$190.00	$170.00	$130.00	$130.00	$190.00	$150.00	$100.00	$80.00			
1	PROJECT ADMINISTRATION	8	50	60	70					50	238	$ 6,180.00	$ 41,020.00
2	SURVEYING AND MAPPING	1	4	6	12			2	2	8	35	$ 88,840.00	$ 93,575.00
3	GEOTECHNICAL ENGINEERING	2	6	8	18			2	2	6	44	$ 18,130.00	$ 24,460.00
4	SUBSURFACE UTILITY EXPLORATION	2	3	5	8			2	2	4	26	$ 55,800.00	$ 59,590.00
5	ENVIRONMENTAL ANALYSIS AND REPORTING	2	6	12	40	60		2	4	12	138		$ 18,350.00
6	CULTURAL RESOURCE ASSESSMENT SURVEY	2	4	25	50	65				8	154		$ 21,110.00
7	DRAINAGE ANALYSIS												
7A-7D	DESIGN CONVEYANCE SYSTEM	12	125	175	195			6	12	12	537		$ 84,970.00
7E	DESIGN OF DRAINAGE RETENTION AREAS											$ 440,690.00	$ 440,690.00
8	DESIGN ANALYSIS												
8A	TYPICAL SECTION PACKAGE	6	34	45	100			12	25	5	227		$ 33,340.00
8B	PAVEMENT DESIGN PACKAGE	6	22	10	80					4	122		$ 18,130.00
8C	DESIGN DOCUMENTATION	2	14	22	35					16	89		$ 12,740.00
9	ROADWAY PLANS												
9A	60% DESIGN	58	585	710	840			402	520	54	3,169		$ 472,460.00
9B	90% DESIGN	20	190	245	305			155	335	20	1,270		$ 180,850.00
9C	100% DESIGN	8	85	95	130			60	110	8	496		$ 71,880.00
10	ROUNDABOUT DESIGN AND PLANS	20	92	140	180		15	36	60	15	558		$ 85,230.00
11	SIGNALIZATION DESIGN AND PLANS	20	110	200	340			90	175	26	961		$ 137,280.00
12	LIGHTING DESIGN AND PLANS	8	56	130	180			34	72	20	500		$ 72,080.00
13	UTILITY COORDINATION	5	70	85	170			8	18	145	501		$ 65,725.00
14	PERMITTING	16	96	135	170	12		25	45	42	541	$ 3,930.00	$ 84,470.00
15	PERMIT APPLICATION FEE ALLOWANCE											$ 5,000.00	$ 5,000.00
16	BIDDING ASSISTANCE												
16A	BID FORM		1	2	2					4	9		$ 1,110.00
16B	SPECIAL PROVISIONS	2	10	25	10					10	57	$ 3,290.00	$ 12,050.00
16C	PRE-BID MEETING AND BID ADDENDA		6	10	5					4	25	$ 2,610.00	$ 6,420.00
17	POST DESIGN SERVICES (NOT INCLUDED)												
GRAND TOTAL		**200**	**1,569**	**2,145**	**2,940**	**137**	**15**	**836**	**1,382**	**473**	**9,697**	**$ 624,470.00**	**$ 2,042,530.00**