

AGREEMENT BETWEEN COUNTY AND PROFESSIONAL SERVICES FIRM

This Agreement Between County and Professional Services Firm, (this “Agreement”) made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as “COUNTY”) and **Kimley-Horn and Associates, Inc.**, with a principal address of 421 Fayetteville Street, Suite 600, Raleigh, NC 27601, and a local office located at 1700 SE 17th Street, Suite 200, Ocala, FL 34471, possessing FEIN# 56-0885615 (hereinafter referred to as “FIRM”) under seal for the Cross Florida Greenway Baseline Rd. to Santos Paved Trail, (hereinafter referred to as the “Project”), and COUNTY and FIRM hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and FIRM (singularly referred to as “Party”, collectively “Parties”) hereto agree as follows:

Section 1 – The Contract. The contract between COUNTY and FIRM, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Board of County Commissioners shall be effective on the last signature date set forth below.

Section 2 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County Solicitation #24Q-226 - Cross Florida Greenway Baseline Rd. to Santos Paved Trail, the Offer, Scope and/or Specifications, Plans and/or Drawings, any/all Addenda as issued in support of this Solicitation and any/all Exhibits defined herein, Certificates of Insurance and Notice to Proceed or Purchase Order.

Should any conflict arise between the contract documents and the Agreement, the terms of the Agreement shall govern.

Section 3 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledging receipt of a copy of each Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any person or entities other than COUNTY and FIRM.

Section 4 - Term. This Agreement shall commence upon COUNTY’s Board of County Commissioner’s approval. The Work (defined herein) shall commence upon issuance of the Purchase Order with 12 months to achieve final completion (“Term”). **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence. Pursuant to F.S. 486.129 (1)(J); the Work may be presumed abandoned after ninety (90) days if FIRM terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) consecutive days. All Work will proceed in a timely manner without delays.

Section 5 – Scope of Services. As per specifications and requirements of the Project 24Q-226, shall provide complete Professional Services as stated in the Solicitation and shall additionally adhere by the duties attached in **Exhibit A** for all services referred to herein as “Work.” The Work shall particularly comply with the original RFQ or Task Order that is part of the Contract Documents.

Section 6 – Compensation. COUNTY shall make payment of Eight Hundred and Twenty-Two Thousand, Two Hundred and Ninety-Five Dollars with Eighteen Cents (\$822,295.18), (the “Agreement Price”), to FIRM under established procedure, upon completion of the Work. There shall be no provisions for pricing adjustments during the Term. Not more frequently than monthly, unless otherwise agreed in writing by FIRM and COUNTY, shall

FIRM submit an invoice to COUNTY requesting payment for services properly rendered and reimbursement for Reimbursable Expenses, if provided in the Contract Documents, due hereunder. FIRM's invoice shall describe with reasonable particularity each service rendered, the person(s) rendering the service, and their billing rate. FIRM's invoice shall be accompanied by reasonable documentation or data in support of Reimbursable Expenses for which reimbursement is sought as COUNTY may require. If payment is requested for services by FIRM, the invoice shall bear the signature of FIRM, which signature shall constitute FIRM's representation to COUNTY that the services indicated in the invoice have been properly and timely performed as required herein, that the Reimbursable Expenses included in the invoice have been reasonably incurred, that all the obligations of FIRM covered by prior invoices have been paid in full, and that, to the best of FIRM's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to FIRM that payment of any portion thereof should be withheld. Submission of FIRM's invoice for final payment and reimbursements shall further constitute FIRM's 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 in full forthwith. When applicable, the Classification and Hourly Fee Schedule, are hereby incorporated into this Agreement as **Exhibit B**.

Section 7 – Assignment. FIRM may not subcontract all or any part of this Agreement without written approval by COUNTY.

Section 8 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required, to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

Section 9 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 10 – Books and Records. FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel and records of Reimbursable Expenses. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 11 – Public Records Compliance

A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations | 601 SE 25th Ave, Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marionfl.org

B. FIRM shall comply with public records laws, specifically:

- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
- Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the

completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

- C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

Section 12 – Indemnification, pursuant to Section 725.08, F.S. FIRM shall indemnify COUNTY and its elected officials and employees against, and hold COUNTY and its elected officials and employees harmless from, all liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, which COUNTY or its elected officials and employees may sustain, or which may be asserted against COUNTY or its elected officials and employees, arising out of the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM, in the performance of the Agreement, including but not limited to property damage, harm or personal injury, including death, to the extent allowed by Section 725.08, F.S., and to the extent that the services rendered pursuant to the Agreement were services of a "Design Professional" as defined in Section 725.08(4), F.S. This section shall survive the termination of the Agreement.

Section 13 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- The Contractor/Vendor, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$500,000 combined single limit each accident.

- In the event the Contractor/Vendor does not own vehicles, the Contractor/Vendor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

PROFESSIONAL LIABILITY INSURANCE with limits of not less than \$1,000,000 per occurrence and \$2,000,000.00 annual aggregate. Higher limits may be required for projects valued in excess of \$5,000,000. Projects \$5,000,000 or more will need to be reviewed by COUNTY's Risk and Benefit Services Department to determine appropriate Professional Liability limits. The policy must be maintained by FIRM for the duration of the Project. If the policy is written on a claims-made basis, FIRM must maintain the policy for a minimum of 5 years following the completion of the Project.

Section 14 – Independent Contractor. In the performance of this Agreement, FIRM will be acting in the capacity of an “Independent Contractor” and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

Section 15 – Default/Termination. In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all the work timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

Section 16 – Damage to Property. FIRM shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 17 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 18 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this solicitation/Agreement if it is in the best interest of COUNTY.

Section 19 – Employee Eligibility Verification. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Contract unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Contract.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

- a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- b) COUNTY shall immediately terminate FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- c) If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

- d) FIRM shall maintain a copy of such affidavit for the duration of this Contract and provide it to COUNTY upon request.
- e) FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- f) If COUNTY has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.095, F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
- g) If COUNTY terminates this Contract with FIRM, FIRM may not be awarded a public contract for at least one (1) year after the date of termination.
- h) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- i) Any such termination under this subsection is not a breach of this Contract and may not be considered as such.
- j) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Contract and COUNTY may treat a failure to comply as a material breach of this Contract.

Section 20 – Force Majeure. Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

Section 21 – Truth in Negotiation. FIRM warrants that the wage rates and other factual unit costs supporting the compensation to FIRM under this Agreement are accurate, complete and current at the time of contracting. In addition, FIRM understands and agrees that the original Agreement Price and any additions thereto will be adjusted to exclude any significant sums by which COUNTY determines the Agreement Price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one year following the end of this Agreement.

Section 22 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final Agreement of the Parties and conclusive proof of such Agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 23 – Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.

1. If this Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section [215.473](#), F.S., or
 - b. Engaged in business operations in Cuba or Syria.
 2. If this Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section [215.4725](#), F.S. or
 - b. Engaged in a boycott of Israel.
- B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section [215.473](#), F.S.
 2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section [215.473](#), F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
 3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section [215.473](#), F.S.;
 - c. Been engaged in business operations in Cuba or Syria; or
 - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section [215.4725](#), F.S. or is engaged in a boycott of Israel.
 4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section [215.473](#), F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
- C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2018, and
 2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section [215.4725](#), F.S. or is engaged in a boycott of Israel.
- D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 24 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 25 – FIRM's Basic Duties. By executing this Agreement, FIRM represents to COUNTY that FIRM is professionally qualified to act in the professional capacity for the Project and is licensed to practice by all public entities having jurisdiction over FIRM and the Project. FIRM further represents to COUNTY that it will maintain all necessary licenses, permits or other authorizations necessary to act as the professional representative for the Project

until its remaining duties hereunder have been satisfied. FIRM assumes full responsibility to COUNTY for the improper acts and omissions of its consultants or others employed or retained by FIRM in connection with the Project. Execution of this Agreement by FIRM constitutes a representation that it will become familiar with the Project site and the local conditions under which the Project is to be implemented.

Section 26 – Prohibition Against Contingent Fees. The Engineer warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, or individual firm, other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

Section 27 - Bidding/Negotiation Services. FIRM shall assist COUNTY or Construction Manager in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. Services performed in this phase include reviewing agency submittals and review for permitting.

Section 28 - Construction Administration Services. As a representative of COUNTY, FIRM in conjunction with COUNTY's project management team shall visit the Project site at intervals appropriate to the stage of the FIRM's operations, or as otherwise agreed with COUNTY to become generally familiar with and to keep COUNTY informed about the progress and quality of the portion of the Work completed. FIRM shall determine in general if the Work is being performed in a manner that would indicate that the Work, when fully completed, will be in accordance with this Agreement.

Section 29 - COUNTY's Right to Withhold Payment. In the event that COUNTY in its sole judgment becomes credibly informed that any representations of FIRM are wholly or partially inaccurate, COUNTY may withhold payment of sums then or in the future equal to the amount of the inaccuracy, otherwise due to FIRM until the inaccuracy, and the cause thereof, is corrected to COUNTY's reasonable satisfaction.

Section 30 - Use and Ownership of Documents. The drawings, specifications and other documents or things prepared by FIRM for the Project shall become and be the sole property of COUNTY. FIRM shall be permitted to retain copies thereof for its records and for its future professional endeavors. Such drawings, specifications, and other documents or things are not intended by FIRM for use on other projects by COUNTY or others. COUNTY shall not reuse or make any modifications to the drawings, specifications, and other documents without prior written authorization of FIRM.

Section 31 – Firm Conduct: These Guidelines govern FIRM while doing work on COUNTY property, as well as FIRM's employees, agents, consultants, and others on COUNTY property in connection with the FIRM's work or at the FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and

tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics.

COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

Section 32 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement. This section shall survive the termination of the Agreement.

Section 33 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 34 – Notices. Except as otherwise provided herein, all written communication between the parties, including all notices, shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid and if hand delivered, upon personally handing same to the party to whom the notice of other communication is addressed with signed proof of delivery. If otherwise delivered, notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All parties certify that each has software capable of sending electronic mail read receipts to the other. Any party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. FIRM's and COUNTY's representatives and addresses for notice purposes are:

FIRM: Kimley-Horn and Associates, Inc.
1700 SE 17th Street, Suite 200, Ocala, FL 34471
CONTACT PERSON: Mo Ansari | Phone: 352-438-3000

COUNTY: Marion County Office of the County Engineer
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two (2) e-mail addresses: mo.ansari@kimley-horn.com and nick.mora@kimley-horn.com. Designation signifies FIRM's election to accept notices solely by e-mail.

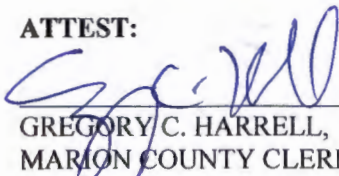
Section 35 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida,

(2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of the Agreement.

Section 36 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A, EXHIBIT B**


IN WITNESS WHEREOF the Parties have entered into this Agreement, 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

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

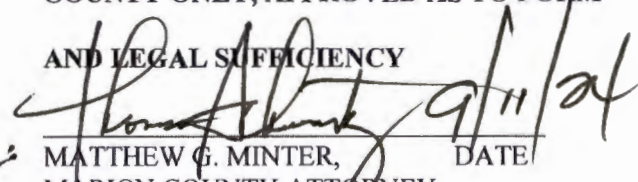


MICHELLE STONE 9/4/2024
CHAIRMAN DATE

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


BCC APPROVED: September 4, 2024
24Q-226 | Cross Florida Greenway Baseline Rd. to
Santos Paved Trail

AND LEGAL SUFFICIENCY

for: 

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

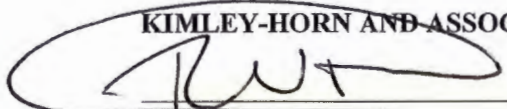
WITNESS:



SIGNATURE
Stacy Boney

PRINTED NAME

KIMLEY-HORN AND ASSOCIATES, INC.




BY: 9-9-2024
DATE

PRINTED:

ITS: (TITLE)

WITNESS:



SIGNATURE
Philip H. Smith

PRINTED NAME

Richard V. Busche, P.E.
Sr. Vice President
Kimley-Horn and Associates, Inc.



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

**SCOPE OF SERVICES
FOR PROFESSIONAL ENGINEERING AND CONSULTING SERVICES
for
Cross Florida Greenway Baseline Rd. to Santos Paved Trail
(RFQ 24Q-226)
Marion County, Florida**

KIMLEY-HORN AND ASSOCIATES, INC.
(Consultant)

A handwritten signature in blue ink, appearing to read "Nicholas J. Mora", with a long horizontal flourish extending to the right.

(By: Signature)

Nicholas J. Mora, P.E. – Project Manager

(Print Name and Title)

Date: August 12, 2024

G:\New Business\Public Sector\Marion County\2024\Cross FL Greenway\Design Contract Documents\2024-08-12_Scope of Services_Cross Florida Greenway Trail from Baseline to Santos.docx

TABLE OF CONTENTS

PART I - PREAMBLE.....	3
1. PURPOSE.....	3
PART II – FINAL DESIGN SCOPE OF SERVICES.....	3
TASK 1 – PROJECT ADMINISTRATION	3
TASK 2 – SURVEY	4
TASK 3 – GEOTECHNICAL ENGINEERING	5
TASK 4 – SUBSURFACE UTILITY EXPLORATION	6
TASK 5A – ENVIRONMENTAL ANALYSIS AND REPORTING.....	6
TASK 5B – FORMAL FLORIDA SCRUB-JAY SURVEY (OPTIONAL SERVICES).....	7
TASK 6 – TRAFFIC ANALYSIS	7
TASK 7 – DRAINAGE ANALYSIS.....	7
TASK 8 – TRAIL PLANS	8
TASK 9 – UTILITY COORDINATION.....	9
TASK 10 – PERMITTING	9
TASK 11 – STRUCTURAL DESIGN	10
TASK 12 – BIDDING ASSISTANCE AND POST DESIGN SERVICES	11
PART III – SCHEDULE	12
PART IV – MISCELLANEOUS	13
1. GOVERNING REGULATIONS	13
2. PROGRESS REPORTING	13
3. QUALITY CONTROL	13
4. SUBMITTALS.....	13

PART I - PREAMBLE

1. PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of Kimley-Horn and Associates, Inc., hereinafter called the ENGINEER and the Marion County, a political subdivision of the State of Florida, Office of the County Engineer, hereinafter called the COUNTY, in connection with the completion of necessary engineering and consulting services for the proposed Cross Florida Greenway paved trail from the Baseline Road Trailhead to the Santos Trailhead. The scope of services outlined in this Agreement is associated with Marion County RFQ 24Q-226.

The subject project is being funded by Florida Department of Transportation (FDOT) Shared-Use Nonmotorized (SUN) Trail funds. The paved trail will be 12 feet wide (as required by the SUN Trail funding program) and will cross two active railroads. The western railroad crossing, which is a CSX railroad, will be an at-grade crossing along SE 80th Street. The paved trail's width will need to narrow down at this at-grade rail crossing due to CSX requirements. The eastern railroad crossing, which is a Florida Northern railroad, will be an aerial crossing within the Cross Florida Greenway (Greenway). Significant coordination with FDEP (landowner for the Greenway) and Florida Northern will be required as this aerial crossing is designed.

The 12-foot-wide paved trail shall utilize a uniform cross slope to drain to one side. The trail shall have two-foot sodded shoulders on each side and implement a 1:3 (or flatter) side slope to tie into existing ground. Drainage analysis will be performed to determine how the trail impacts existing conditions throughout the project limits, including wetlands delineation for potential impacts. All pedestrian facilities and amenities shall adhere to current America with Disabilities Act (ADA) standards.

The COUNTY desires for the ENGINEER to prepare engineering plans, specifications, estimates, bid documents, and permit documents for the project. Furthermore, the COUNTY desires for the ENGINEER to provide post-design engineering services. The ENGINEER will provide design services for the project in accordance with Marion County Standards, the Marion County Land Development Code (LDC), the FDOT Florida Greenbook (2018 Edition), the Manual of Uniform Traffic Control Devices, and all other applicable local, federal, and state agency code requirements.

The design services shall include survey, subsurface utility exploration, and geotechnical work. Permitting, railroad agency coordination, and utility coordination will be provided.

PART II – FINAL DESIGN SCOPE OF SERVICES

TASK 1 – PROJECT ADMINISTRATION

The project administration activities contemplate a 12-month contract duration following issuance of Notice to Proceed by the COUNTY, not including bid assistance and post design 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 the project team. The ENGINEER will prepare an agenda beforehand and then circulate meeting minutes to all participants following the meeting.
- C. Utility Kick-off Meeting: ENGINEER will conduct a utility kick-off meeting with the COUNTY and the various wire utility companies that are within the project corridor to inform them of phasing, schedules, and to establish protocols for the transfer of needed information and relocation plans. The ENGINEER will prepare an agenda beforehand and then circulate meeting minutes to all participants following the meeting.

- D. Project Progress Meetings: Beginning in the second month of the contract and continuing through the duration of the contract, ENGINEER will meet with the COUNTY to review the progress of work, conduct project reviews, and coordinate with utility companies. The ENGINEER will maintain the design schedule and update the schedule (if necessary) following each progress meeting. For each progress meeting, the ENGINEER will prepare an agenda and meeting minutes.
- E. Progress Reports and Invoices: ENGINEER will prepare a monthly progress report to be included with each monthly invoice.
- F. BOCC Meetings: the ENGINEER will prepare for and attend one formal meeting with the COUNTY's Board of County Commissioners (BOCC) to provide project updates as outlined below.
- 1) BOCC workshop to present the project concept and receive input prior to the Neighborhood meeting.
- G. Neighborhood Meeting: the ENGINEER will prepare for and attend one public neighborhood meeting to inform the public of the proposed project details and to receive input for consideration. For the neighborhood meeting, the ENGINEER will prepare and provide the following items:
- 1) Handouts
 - 2) Graphics for presentation
 - 3) Meeting equipment set-up and tear-down
 - 4) Legal and/or display advertisements. (The COUNTY will pay the cost of publishing)
 - 5) Property owner letters: The ENGINEER will obtain a list of the names and addresses of the property owners from County property appraiser GIS information. The ENGINEER will prepare and mail the letters. The ENGINEER will pay for first class postage.
 - 6) Summary notes of the meeting to be provided to the COUNTY no later than 10 business days after the meeting.
 - 7) The ENGINEER will investigate potential meeting sites to advise the COUNTY on their suitability. The COUNTY will pay all costs for meeting site rental and insurance.

TASK 2 – SURVEY

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

- A. Specific Purpose Survey
- 1) Horizontal location of proposed centerline of Multi-Use Trail at 50-foot stations based on defined route by ENGINEER in field at the time of survey. Said locations will have an accuracy +/- 3 feet. Locations will be collected using Florida Department of Transportation Virtual Reference Network using Spectra Precision GPS units. Locations in dense vegetation will have degraded solutions.
 - 2) Location of centerline will be referenced to Florida West State Plane Coordinate System, NAD-83, 2011 adjustment.
- B. Topographic Survey
- 1) Horizontal and Vertical data will meet or exceed Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050-052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

- 2) Topographic area will be defined based on centerline of proposed route and collection of data will include 20 feet in each direction for lands owned by TIITF State of Florida CFBC.
- 3) Topographic area will include 100-foot-wide swath for 600 feet on each side of railroad.
- 4) Topographic area will include entire right-of-way with 10 feet beyond right-of-way for all FDOT and County roadways.
- 5) Confirm FEMA Flood Elevation
- 6) State Plane Coordinates
- 7) Locate all above ground utilities (Gate valves, water meters, etc.)
- 8) Locate existing conditions defining top of bank, toe of slope, grade breaks
- 9) Vertical datum will be on NAVD 1988
- 10) Trees ten inches and larger
- 11) Contours will be shown on a one-foot for minor, and five-foot for major

C. Sketch of Description

- 1) Horizontal and Vertical data will meet or exceed Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050-052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
- 2) Prepare sketch and legal description of proposed easement for trail through lands owned by TIITF State of FL CFBC.

TASK 3 – GEOTECHNICAL ENGINEERING

The ENGINEER will retain Geo-Technologies, Inc. as a subconsultant to perform geotechnical engineering services. Geo-Technologies, Inc. will provide the following services as part of this task.

- A. Two standard penetration test soil borings to depth of 85 feet below existing site grade for the proposed crossover bridge at the Florida Northern railroad.
- B. Six standard penetration test soil borings to depth of 30 feet below existing site grade for the crossover at the Florida Northern railroad.
- C. Forty soil borings to depth of six feet below existing site grade in the proposed trail areas. Borings are to be performed at 600-foot intervals.
- D. Ten soil borings to depth of 20 feet below existing site grade in the proposed drainage retention areas.
- E. Ten field horizontal and ten field vertical permeability tests in the proposed drainage retention areas.
- F. Soil samples will be recovered per ASTM standards. Visual classification per the Unified Soil Classification Group System will be performed.
- G. A report will be prepared summarizing findings, evaluations, and recommendations to aid in the foundation design of the trail and aerial crossing over the Florida Northern railroad. The report will also include findings pertaining to the estimated seasonal high water table levels, depth to confining layers, and permeability rates to guide design of the drainage retention areas.

TASK 4 – SUBSURFACE UTILITY EXPLORATION

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

- A. 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) 30 utility verification test holes will be performed in support of design.
- B. Survey of utility information: A utility survey will be performed of the below-grade information obtained per steps above. The survey will be based on survey control to be provided by others. The survey of above-ground utility appurtenances is to be performed by others. All survey efforts will be conducted in accordance with the Standards of Practice set forth in Rule Chapter 5J-17, F.A.C., pursuant to Section 472.027, F.S.
- 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 5A – ENVIRONMENTAL ANALYSIS AND REPORTING

- A. Environmental Analysis: ENGINEER will conduct an Environmental Analysis 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 scope is divided into the following sub-tasks: Natural resources (wetlands, endangered and threatened species, water quality, managed lands, and sensitive uplands); and Physical Resources (potential contamination). 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 to identify wetlands and surface waters and upland habitats (including potential sensitive habitats) in the project area 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. St. John's River Water Management District (SJRWMD) Permit Exhibits: Exhibits and maps will be prepared to support and submit with the SJRWMD Environment Resource Application (ERP) for this Project.

TASK 5B – FORMAL FLORIDA SCRUB-JAY SURVEY (OPTIONAL SERVICES)

Based on environmental analysis performed as part of section 6 above and upon authorization from the COUNTY, the ENGINEER will conduct a formal scrub-jay survey of the suitable habitat areas within the project site. It is anticipated that there will be 15 survey stations needed to cover all potential habitat. Surveys will be conducted in general accordance with the U.S. Fish and Wildlife Service's (USFWS) Scrub Jay Survey Guidelines, North Florida, August 2007, in scrub areas determined by the ENGINEER to be potential scrub-jay habitat. The surveys will be completed between the months of March and October. The exact survey dates will be coordinated with the COUNTY, landowner(s) and USFWS to ensure selected dates are acceptable to the USFWS. Pedestrian transects and call stations will be mapped on field aerials prior to the survey. Two biologists will conduct the survey for 5 consecutive days unless weather conditions prohibit survey. If the weather prohibits survey on a given day, then the survey will be done as soon as possible so that there are no more than a few days gap between survey days. The survey will be conducted starting 1 hour after sunrise and will end by no later than 12:00 pm. Scrub-jay vocalizations will be played at each call station for one minute in each cardinal direction. A Florida Scrub-Jay Survey Report will be prepared summarizing the results of the scrub-jay surveys. The report will include a description of the habitat, survey methodologies and a discussion of the survey results. A habitat map showing the location of transects, call stations, locations of scrub-jays noted and data forms summarizing the field survey will be included in the report.

It is assumed that no Florida scrub-jay permitting will be required.

TASK 6 – TRAFFIC ANALYSIS

The ENGINEER will perform an operational analysis for the intersection of US 441 & SE 80th Street to accompany the FDOT driveway connection permit application. The trail route will cross this noted intersection and have the potential to impact the intersection's operational characteristics.

- A. Data Collection: The ENGINEER will collect AM and PM peak hour turning movement count data at the subject intersection.
- B. Traffic Forecasting: The ENGINEER will utilize the existing traffic data obtained and develop future year turning movement count projections as required to permit through FDOT.
- C. Intersection Control Evaluation: The ENGINEER will perform intersection capacity analyses at the subject intersection and develop necessary signal timing adjustments for the new trail crossing.

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, storm sewers and retention/detention facilities, as described below.
- B. The locations of the drainage basins and outfalls will be determined by the ENGINEER, and coordinated with the COUNTY, based on the corridor topography and geotechnical conditions.

- C. 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.
- D. Due to the nature of the proposed improvements (paved multi-use trail not subject to motorized vehicles), the construction of the proposed project will be exempt from FDEP and SJRWMD permitting providing it meets the exemption criteria of Florida Chapter 32-330. This Task assumes that most of the Project will qualify for permit exemption. The ENGINEER will submit a request for permit exemption confirmation to SWFWMD. If the exemption request is denied for any reason, additional scope and fees will apply to design a full stormwater retention system.
- E. In areas where the Project is adjacent to existing drainage facilities, maintained by the COUNTY, the ENGINEER will analyze those facilities' ability to accommodate the Project improvements. The ENGINEER will model and modify up to three existing Drainage Retention Areas under this Agreement. Modification of existing watershed models that may exist at the COUNTY or the SJRWMD is not included in the scope of work of this Agreement.
- F. 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.
- G. The ENGINEER will provide the COUNTY with up to three signed and sealed copies of the Drainage Design Report in addition to those required for permitting. This will include final calculations for the proposed storm drainage system, final pond calculations and information required for permit review and approval.

TASK 8 – TRAIL PLANS

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

- A. Cover Sheet
- B. Summary of Pay Items
- C. Drainage Maps
- D. Typical Sections
- E. Summary of Drainage Structures
- F. Project Layout
- G. Project Control
- H. Trail Plan/Profile Sheets
- I. Drainage Retention Area Sheets
- J. Intersection Detail Sheets
- K. Cross Sections
- L. Signing Pavement and Marking Plans
- M. Construction Surface Water Management Plans

- N. Miscellaneous Construction Details
- O. Soil Survey

TASK 9 – UTILITY COORDINATION

The ENGINEER will be responsible for coordinating the proposed design with the affected utility companies to minimize utility conflicts. The COUNTY will assist the utility coordination as needed during the design phase.

Each utility provider will be responsible for the design of their respective aboveground and underground utilities for this project. These designs will be provided to the ENGINEER by the utility provider or the COUNTY in CADD format for inclusion into the Roadway Plans for this project. The ENGINEER will be responsible for coordinating with the utility providers for the proposed construction elements such that utility conflicts are minimized or avoided.

The ENGINEER will submit to each Utility Owner the necessary sets of plans for utility coordination and project CADD files in electronic format to each Utility Owner upon their request. ENGINEER will provide CADD files for the convenience of the Utility owners; ENGINEER cannot be responsible for the accuracy of the files after they are provided to the Utility owners. The ENGINEER will, prior to and during design, obtain available data from the Utility Owners that may be needed to determine the actual location and depth of the underground utilities. The ENGINEER will prepare Utility Adjustments sheets to include in the Trail Plan Set based on information received from Utility Owners. Utility adjustments will be designed by the utility owners. Upon completion of these plans, the ENGINEER will send one complete set of plans to each utility owner and to the COUNTY.

The ENGINEER will conduct a Utility Relocation Meeting between the 90% submittal and 100% submittal to ensure that necessary relocations are coordinated with all Utility Owners and the COUNTY.

Utility Work Schedules (UWS): All utility owners are expected to provide utility work schedules to the ENGINEER to include in the final construction documents. A copy of the COUNTY'S UWS document will be provided to each utility provider at the time of the Phase II 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 BOARD for signatures.

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

TASK 10 – PERMITTING

- A. Permitting will be required through the following agencies as part of the project:
 - 1) Marion County OCE
 - 2) FDOT
 - 3) CSX
 - 4) Florida Northern
 - 5) SJRWMD
 - 6) FDEP
 - 7) FWC
- B. The ENGINEER will prepare permit applications and submit permit packages (including plans,

calculations and other pertinent supporting documentation) to these agencies. The ENGINEER will respond to requests for additional information, address permit agency review comments, and attend phone calls and meetings with the agencies to aid in processing the permit approvals. For all permits, the COUNTY will be the applicant and provide signatures. Under this task, the ENGINEER will provide payments of application and noticing fees, and invoice to the COUNTY for those amounts as a direct expense on the following monthly invoice.

- C. The ENGINEER will prepare for and attend up to the following number of meetings with each review agency:
- 1) FDOT – four meetings
 - 2) CSX – five meetings
 - 3) Florida Northern – five meetings
 - 4) SJRWMD – three meetings
 - 5) FDEP – five meetings
 - 6) FWC – two meetings
- D. The ENGINEER will prepare and submit phased review packages for each set of design plans (four phases in total) to the Marion County Office of the County Engineer. Design plans and calculations will be submitted at the following stages:
- 1) 30% Trail Plans
 - 2) 60% Trail Plans and Calculations
 - 3) 90% Trail Plans and Calculations
 - 4) 100% Trail Plans and Calculations
 - 5) Opinions of Probable Construction Costs at 30%, 60%, 90% and 100% Plans Stages
- E. 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.
- F. 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.
- G. 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.

TASK 11 – STRUCTURAL DESIGN

- A. Bridge Foundations and Retaining Walls: In this task, the ENGINEER will design the foundations for a prefabricated bridge structure that will clear span the railroad right of way. Coordination with the prefabricated bridge manufacturer will be necessary to obtain the dead load and live load from the bridge as well as the bearings necessary for the substructure to support. It is assumed that

retaining walls will be used leading up to the bridge on both sides. The bridge walls will be no longer than 1,000 linear feet on both sides to avoid environmental impacts to the surrounding area. Kimley-Horn will produce construction plans set with the following plan sheets:

- 1) Key Sheet & Index to Plans
- 2) General Notes
- 3) Plan and Elevation
- 4) Foundation Layout
- 5) Pile Data Table
- 6) End Bent 1 Layout
- 7) End Bent 2 Layout
- 8) End Bent Details (2 sheets)
- 9) Typical Section
- 10) Approach Slab Layout
- 11) Reinforcing Bar List
- 12) Retaining Wall Layout
- 13) Retaining Wall General Notes
- 14) Retaining Wall Control Drawings (10 Sheets)

- B. A design load rating for the bridge will be provided by the prefabricated bridge manufacturer. All design will be in accordance with FDOT Florida Design Manual and FDOT Structures Design Manual dated January 2024. In addition, all designs will conform to the AASHTO LRFD Bridge Design Specifications. Submittals for this task will have a 30%, 90% and 100% submittal.

TASK 12 – BIDDING ASSISTANCE AND POST DESIGN SERVICES

- A. Bid Plans and Bid Form. The ENGINEER will provide electronic file versions of the plans in digital and PDF format to the COUNTY for bidding purposes. In addition, digitally signed and sealed sets of plans will be provided at 11"x17" size format. 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 ENGINEER will review Special Provisions provided by the COUNTY and provide comments as necessary. The actual bid documents, posting the bid for potential bidders, and administration of the bid process will be handled by the COUNTY.
- B. Bid Addenda. ENGINEER 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.
- C. Pre-Bid Conference. ENGINEER will prepare for and participate in one (1) Pre-Bid Conference for the subject project. The COUNTY will be responsible for arranging for and conducting the meeting.
- D. Bid Opening. Not included.

- E. Bid Tabulation. Not included.

The ENGINEER will provide construction phase services specifically stated below:

- 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, 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 seven 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 five (5) 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 5 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, 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 four 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 SJRWMD, CSX, Florida Northern, and FDOT and submit them for processing.

PART III – SCHEDULE

The ENGINEER will undertake this work upon receipt of Notice-To-Proceed. Work will be completed according to a 12-month schedule.

A detailed schedule will be provided to the COUNTY by ENGINEER at the Kickoff 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. Marion County Land Development Code
- D. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (FDOT Greenbook, 2018 Edition)
- E. FDOT Standard Plans and Specifications for Road and Bridge Construction
- F. FDOT Drainage Manual
- G. AASHTO's "A Policy on Geometric Design of Highways and Streets"
- H. Florida Manual on Uniform Traffic Studies (MUTS)
- I. Manual on Uniform Traffic Control Devices (MUTCD)
- J. Highway Capacity Manual
- K. FDOT Quality/Level of Service Handbook
- L. FDOT Basis of Estimates

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. Up to three (3) copies and one electronic copy will be submitted to the COUNTY.

Summary of Deliverables:

- A. Signed and Sealed Survey
- B. Natural Resource Assessment
- C. Cultural Resource Assessment Survey

- D. Drainage Design Reports
- E. 30% Roadway Design Roll Plot
- F. 60% Roadway Plans and Design Calculations
- G. 90% Roadway Plans and Design Calculations
- H. 100% Roadway Plans and Design Calculations
- I. Design Documentation Package
- J. Estimated quantities at 60%, 90% and 100% Plans stages
- K. Opinions of Probable Construction Costs at 30%, 60%, 90% and 100% Plans Stages in Microsoft Excel and PDF formats
- L. Final Trail Plans, digitally signed and sealed
- M. Digital files in electronic format (PDF and AutoCAD) at the final submittal

Attachments – Table A – Cost Estimate for Services

EXHIBIT B

TABLE A
COST ESTIMATE FOR SERVICES

PROJECT: CROSS FLORIDA GREENWAY BASELINE RD TO SANTOS PAVED TRAIL
CLIENT: MARION COUNTY OFFICE OF THE COUNTY ENGINEER
KHA PM: NICHOLAS J. MORA, P.E.

SHEET:
DATE:

1 of 1
8/12/2024

		DIRECT LABOR										
		Principal Engineer	Project Manager (Registered)	Project Engineer (Registered)	Staff Engineer	Staff Scientist	CADD Designer	CADD Technician	Clerical	LABOR HOURS	SUB (\$)	LABOR TOTAL
TASK ID	TASK DESCRIPTION	\$255.00	\$190.00	\$170.00	\$130.00	\$130.00	\$150.00	\$100.00	\$80.00			
1	PROJECT ADMINISTRATION	20	100	130	140				120	510		\$ 74,000.00
2	SURVEY	2	10	10	25		3	6	25	81	\$ 79,600.00	\$ 90,010.00
3	GEOTECHNICAL ENGINEERING	2	4	10	12		3	6	8	45	\$ 25,320.00	\$ 31,540.00
4	SUBSURFACE UTILITY EXPLORATION	1	3	5	8		2	5	6	30	\$ 35,650.18	\$ 39,645.18
5A	ENVIRONMENTAL ANALYSIS AND REPORTING	6	20	30	60	120	4	9	25	274		\$ 37,330.00
5B	FORMAL FLORIDA SCRUB-JAY SURVEY (OPTIONAL SERVICES)	2	5	15	30	60	3	6	16	137		\$ 18,040.00
6	TRAFFIC ANALYSIS	3	6	10	14		1	2	5	41		\$ 6,175.00
7	DRAINAGE ANALYSIS	5	30	80	170		15	40	25	365		\$ 50,925.00
8	TRAIL PLANS	20	120	285	310		120	265	50	1,170		\$ 165,150.00
9	UTILITY COORDINATION	2	8	25	50		3	5	60	153		\$ 18,530.00
10	PERMITTING	10	80	140	190	60	35	70	40	625		\$ 89,500.00
11	STRUCTURAL DESIGN	15	100	260	310		80	180	30	975		\$ 139,725.00
12	BIDDING ASSISTANCE AND POST DESIGN SERVICES	5	40	110	140		35	75	40	445		\$ 61,725.00
GRAND TOTAL:		93	526	1,110	1,459	240	304	669	450	4,851	\$ 140,570.18	\$ 822,295.18
GRAND TOTAL:											\$	822,295.18