

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 & 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 CR 484 Widening Phase 1, (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 #25Q-119 - CR 484 Widening Phase 1, 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 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 acknowledges receipt of a copy of each and every 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 Board Approval and reach final completion within approximately 24 months (“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 25Q-119 CR 484 Widening Phase 1, shall provide complete Professional Services as stated in the Solicitation and shall additionally adhere by the duties attached in **Exhibit A – Scope of Services**, all services referred to herein as “Work.” The Work shall particularly comply with the original RFQ that is part of the Contract Documents

Section 6 – Compensation. COUNTY shall make payment of One Million One Hundred Eight Thousand Seven Hundred Ninety-Four Dollars and 00/100 (\$1,108,794.00), (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 – Cost Estimate for Services**.

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 & Associates, Inc.
1700 SE 17th Street, Suite 200, Ocala, FL 34471
CONTACT PERSON: Amber Gartner | 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: Amber.Gartner@kimley-horn.com and Laura.Valente-Johnson@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 – Scope of Services, EXHIBIT B – Cost Estimate for Services**

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:

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

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

CARL ZALAK III DATE
CHAIRMAN

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

BCC APPROVED: December 2, 2025
25Q-119 | CR 484 Widening Phase 1

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

KIMLEY-HORN & ASSOCIATES, INC.

SIGNATURE

BY:

DATE

PRINTED NAME

PRINTED:

ITS: (TITLE)

WITNESS:

SIGNATURE

PRINTED NAME

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

SCOPE OF SERVICES

For

**SW HWY 484 WIDENING PHASE 1
(RFQ 25Q-119)**

Marion County, Florida

KIMLEY-HORN AND ASSOCIATES, INC.
(Consultant)



(By: Signature)

Amber L. Gartner, P.E. – Project Manager
(Print Name and Title)

Date: October 27, 2025

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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 a Project Development and Environment (PD&E) study for the proposed improvements to SW Hwy 484, from Marion Oaks Boulevard to CR 475A. The Scope of Services outlined for this Agreement constitute Phase 1 of RFQ 25Q-119.

The County's desired typical section includes adding two lanes for a proposed six lane roadway with standard bike lanes, sidewalk, and shared use path in accordance with Marion County standards, Marion County Land Development Code, applicable Florida Department of Transportation (FDOT) standards, and all other applicable agency and code requirements. Alternate typical sections that meet COUNTY design criteria will be evaluated as a part of the PD&E. The proposed design speed will be 45 mph.

The project limits include the section of CR 484 that passes under I-75. This scope of services includes performing an Intersection Control Evaluation (ICE) to evaluate multiple interchange ramp terminal alternatives that will accommodate the proposed widening of CR 484. This scope of services excludes preparation of an interchange access request. If further studies are required for the selected interchange alternative, such studies can be performed as an amendment to this Agreement. The COUNTY will coordinate federal oversight with FDOT.

The ENGINEER will perform those engineering studies, designs and public involvement services, and technical reviews of the work associated with the development and preparation of the PD&E. The PD&E will culminate with approval by the Marion County Board of County Commissioners. The County is coordinating with FDOT for the potential for state and/or federal funding for future phases of the project (design, right-of-way, construction). The scope of work is consistent with the requirements of the FDOT PD&E Manual to allow the project to undergo state and federal review for potential future funding. The project's anticipated class of action is a Type 2 Categorical Exclusion. It is also anticipated that this project will not impact any Section 4(f) lands. FDOT will provide project oversight of the PD&E through FDOT's Office of Environmental Management (OEM) review/approval process. If any of these assumptions are not correct, then additional scope and fee will be required.

The ENGINEER will coordinate with the COUNTY and FDOT regarding the interchange layout alternatives being developed by FDOT. The COUNTY will provide job specific information and/or functions as outlined in this Agreement.

During the development of the PD&E, it will be necessary for the ENGINEER to have access to the proposed roadway corridor alignment for site evaluations, environmental evaluations, geotechnical investigations, etc. Portions of the Project are within private property adjacent to the existing roadway right-of-way. 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 planning project.

Based on the advertisement and selection for RFQ 25Q-119, the COUNTY will engage the ENGINEER in providing additional surveying, roadway design, permitting, right-of-way support services, and post-design services for the improvements to SW Hwy 484 from Marion Oaks Boulevard to CR 475A. Scope and budget for these services will be prepared following adoption of the PD&E by the COUNTY.

PART II – SCOPE OF SERVICES

TASK 1 - PROJECT ADMINISTRATION

The project administration activities are based on a 24-month contract period following Notice to Proceed by the COUNTY. The activities that will be undertaken include the following:

- A. Project Setup: the ENGINEER will establish project files, project work plan, initiate accounting system, and coordinate with the COUNTY and subconsultants.
- B. Project Schedule: the ENGINEER will provide a schedule of calendar deadlines at the Project Kickoff Meeting and will provide updates to the schedule through the life of the contract.
- C. Project Kickoff Meeting: the ENGINEER will hold a kickoff meeting with project team, COUNTY staff, and FDOT to discuss the project and request input. ENGINEER will circulate meeting notes to all participants following the kickoff meeting.
- D. Monthly Progress Meetings: the ENGINEER will meet with the COUNTY to review the progress of work and to conduct project reviews. This is limited to a total of 24 such meetings over the life of the contract.
- E. Progress Reports and Invoices: the ENGINEER will prepare a monthly progress report to be included with the monthly invoice.

TASK 2 – PUBLIC INVOLVEMENT

- A. Public Involvement Plan: Public Involvement Plan: The ENGINEER will prepare the Public Involvement Plan (PIP) in accordance with Part 1, Chapter 11 of the FDOT PD&E Manual using existing work developed by the County as a starting reference. The PIP will include a public involvement schedule and identify potentially affected stakeholders and communities in the vicinity of the project to establish the appropriate outreach methods. This includes consideration of the demographics of the Study Area and any reasonable accommodations including, but not limited to, disabled, transit-dependent, limited English proficient (LEP), elderly, low income, or minority. A methodology will be identified for collecting, analyzing, and responding to public comments. The ENGINEER will review and attach the Sociocultural Data Report (SDR) prepared by FDOT.
- B. Project Website and Social Media: The ENGINEER will provide content to the COUNTY prior to public outreach meetings for the COUNTY to post on the COUNTY's website and social media platforms for advertisement of the public outreach meetings. The ENGINEER will provide relevant project files to the COUNTY for posting on the COUNTY's website. No separate project website will be prepared for this Project by the ENGINEER.
- C. Public Involvement Data Collection: The ENGINEER will prepare and maintain a project mailing list that may include: officials and interested parties, affected parties, and potential permit and review agencies. The ENGINEER will coordinate with the COUNTY to generate or obtain mailing information of property owners using the COUNTY Property Appraiser information. The ENGINEER will identify potential meeting sites to advise the COUNTY on their suitability. The COUNTY will pay all costs for meeting site rental and insurance.
- D. Stakeholder Meetings: The ENGINEER will attend up to five meetings with specific affected landowners and/or stakeholders to coordinate project impacts and design considerations. This would not include public meetings, BOCC workshops, etc., as outlined below. The list of stakeholders will be developed in conjunction with the COUNTY.
- E. Utility Coordination Meeting: The ENGINEER will identify utility owners within the project limits through the Sunshine One-Call system. The ENGINEER will conduct a utility coordination meeting with utility owners within the project limits and the COUNTY. Meeting minutes will be prepared by the ENGINEER and provided to all attendees.
- F. Public Kickoff Meeting: the ENGINEER will prepare for and attend one neighborhood public kickoff meeting once study alternatives have been developed. The purpose of the meeting is to inform and obtain feedback from the public on project. The ENGINEER will prepare and provide the following items:

- a. All elements of the multi-media presentation
 - b. Printed graphics for display
 - c. Meeting equipment set-up and tear-down
 - d. Legal and/or display advertisements (The COUNTY will pay the cost of publishing)
 - e. Property owner letters: The ENGINEER will prepare a draft of the letter, to be put on Marion County letterhead. The ENGINEER will mail the letters signed by the COUNTY. The ENGINEER will pay for first class postage.
 - f. Summary notes of the meeting will be prepared by the ENGINEER and provided to the COUNTY no later than 10 business days after the meeting.
- G. Public Alternatives Meeting: the ENGINEER will prepare for and attend one neighborhood public alternatives meeting once study alternatives have been developed. The purpose of the meeting is to inform and obtain feedback from the public on the developed alternatives. The ENGINEER will prepare and provide the following items:
- 1) All elements of the multi-media presentation
 - 2) Printed graphics for display
 - 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, elected official, agency, and public official letters: The ENGINEER will prepare a draft of the letter, to be put on Marion County letterhead. The ENGINEER will mail the letters signed by the COUNTY to the parties identified in the PIP. The ENGINEER will pay for first class postage.
 - 6) Summary notes of the meeting will be prepared by the ENGINEER and provided to the COUNTY no later than 10 business days after the meeting.
- H. Public Hearing: The ENGINEER will prepare for and attend one public hearing after FDOT acceptance of the Environmental Document. In accordance with the FDOT Public Involvement Handbook, the Public Hearing will be conducted as a Hybrid format. The ENGINEER will provide the approved Environmental Document for public availability at the location(s) identified in public notification materials at least 21 calendar days prior to the public hearing date. Locations where the Environmental Document is displayed will be identified in conjunction with COUNTY staff and should be in proximity to the project, easily accessible, and with public transportation availability, if possible. The location must be Americans with Disabilities Act of 1990 (ADA) compliant and provide reasonable accommodation and access to physically handicapped and disabled persons.
- For the public hearing, the ENGINEER will prepare and provide the following items:
- 1) All elements of the multi-media presentation
 - 2) Handouts
 - 3) Graphics for presentation
 - 4) Meeting equipment set-up and tear-down
 - 5) Legal and/or display advertisements (the County will pay the cost of publishing).

- 6) Publication in the Florida Administrative Register (the County will pay the cost of publishing).
 - 7) Property owner, elected official, agency, and public official letters: The ENGINEER will prepare a draft of the letter, to be put on Marion County letterhead. The ENGINEER will mail the letters signed by the COUNTY to the parties identified in the PIP. The ENGINEER will pay for first class postage.
 - 8) The ENGINEER will provide a court reporter, as a subconsultant to the ENGINEER, to be present and obtain transcripts of comments made during the Public Hearing
 - 9) Summary notes of the meeting will be prepared by the ENGINEER and provided to the COUNTY no later than 10 business days after the meeting
 - 10) Briefing and debriefing of County staff
- I. Comments and Coordination Report: The ENGINEER will prepare the Comments and Coordination Report incorporating the PIP, description of the public notification process, summary of all public outreach activities, justification for meeting locations, transcript, errata, and signed certification, as well as documentation for all public involvement activities conducted throughout the project in accordance with Part 1, Chapter 11 of the PD&E Manual and the FDOT Public Involvement Handbook. The ENGINEER will analyze comments received at the Public Hearing and prepare comment responses for COUNTY approval. The comment responses will be mailed by the ENGINEER on COUNTY letterhead. The ENGINEER will summarize the public involvement process and document the public comments received and the COUNTY's responses in the Environmental Document. Supporting documentation will be maintained in the project file.
- J. BOCC Meetings: the ENGINEER will prepare for and attend up to three meetings with the COUNTY's Board of County Commissioners (BOCC) to provide project updates as outlined below.
- 1) BOCC workshop to present the alternatives considered and to brief the BOCC and receive input prior to the neighborhood public alternatives meeting. The ENGINEER will prepare a powerpoint presentation for the meeting. The presentation will be provided to the COUNTY for review, and up to one round of comments will be incorporated into the final presentation for the agenda. The ENGINEER will make the presentation to the BOCC, with support from COUNTY staff.
 - 2) BOCC workshop to present the recommendations within the PD&E report and receive input. The ENGINEER will prepare a powerpoint presentation for the meeting. The presentation will be provided to the COUNTY for review, and up to one round of comments will be incorporated into the final presentation for the agenda. The ENGINEER will make the presentation to the BOCC, with support from COUNTY staff.
 - 3) BOCC adoption hearing, to be held during a regular BOCC meeting, for consideration and approval of the preferred alternative to move into the design phase of the project. This presentation will occur following the Public Hearing comment period. The ENGINEER will participate in the presentation to the BOCC in conjunction with COUNTY staff.
 - 4) Optional BOCC workshop to present the final recommendations of the PD&E report following the public hearing. The ENGINEER will prepare a powerpoint presentation for the meeting. The presentation will be provided to the COUNTY for review, and up to one round of comments will be incorporated into the final presentation for the agenda. The ENGINEER will make the presentation to the BOCC, with support from COUNTY staff.

TASK 3 - ENVIRONMENTAL ANALYSIS AND REPORTING

Tasks described within this section direct work efforts applicable to the environmental analysis, coordination, and documentation for this project. Prior to beginning any environmental work, the ENGINEER will prepare the Preliminary Environmental Discussion and Advanced Notification and transmittal letter as per Part 1, Chapter 3 of the PD&E Manual for the FDOT District Environmental Management Office Manager/Engineer to submit to the State Clearinghouse. The ENGINEER will review the ETDM Programming Screen Summary Report which includes the summary degree of effects, resource agencies' comments, potential permits, GIS information, and Class of Action from the EST.

The ENGINEER's activities to conduct and prepare environmental analysis and reports shall be done under the direction of the COUNTY Project Manager. The ENGINEER will collect pertinent environmental data, conduct analyses, assist the COUNTY in coordination, and document the results of this analysis within technical reports or memoranda. The analyses, coordination, and reporting will be performed and presented in accordance with the PD&E Manual. The ENGINEER will analyze the Build Alternatives and the No-Build Alternative, with respect to impacts to cultural, natural, social, and physical resources, and document all analyses in the supporting technical reports. Where appropriate, the ENGINEER will describe existing conditions, project impacts, and proposed measures to avoid, minimize, or mitigate project impacts on the environmental resources or issues. The ENGINEER will summarize the analysis results and project's effect on environmental resources in the Environmental Document. This may include analysis results or documents prepared by the ENGINEER or others, either as part of this project or another concurrent study. Additionally, the ENGINEER must verify and record any environmental resources that is identified as "No Involvement" within the Environmental Document.

- A. Sociocultural Effects: The ENGINEER will conduct a Sociocultural Effects (SCE) evaluation in accordance with Part 2, Chapter 4 of the PD&E Manual and any related chapters identified below, as appropriate. The ENGINEER will review the project's ETDM Programming Screen Summary Report, if available, to identify potentially affected resources and the level of importance placed on those resources. The ENGINEER will consider direct, indirect, and cumulative effects on the community, greater local area and region, as appropriate, and recommend methods to avoid, minimize or mitigate project impacts. The ENGINEER will review the SDR and verify community data. If the SDR is not available or if there have been significant changes since the previous document, the ENGINEER will run a new SDR. The ENGINEER may be required to obtain the affected community's input on the project, verify community data, and identify community concerns and preferences for project alternatives or features. The ENGINEER will document the results of the SCE Evaluation in the Environmental Document with supporting documentation included in the project file in SWEPT. The following issues will be evaluated and if no involvement for an issue or resource is indicated, then standard statements (as applicable) to that effect from Part 2, Chapter 4 of the PD&E Manual will be included in the Environmental Document.
 - a. Social: The ENGINEER shall evaluate and document the following social environment features within the project study area:
 - i. Community Cohesion: The ENGINEER will identify and assess potential project impacts on physical barriers, traffic pattern changes, social pattern changes, and loss of, or change in, connectivity to community features and facilities.
 - ii. Special Community Designation: The ENGINEER will identify and assess potential project impacts on schools, churches, parks, emergency facilities, social services, daycare facilities, retirement centers, community centers, and retail locations.
 - iii. Safety / Emergency Response: The ENGINEER will identify and assess potential project impacts including creation of isolated areas; emergency response time changes; and locations of police, fire, emergency medical services, healthcare facilities, and government offices.

- iv. **Demographics:** The ENGINEER will identify and assess potential for project impacts on minority, LEP persons, disabled persons, low-income populations, and/or special populations within the project study area. If minority or low-income populations are in the affected area, the determination of adverse effects to those populations, may need to consider potential effects beyond the six (6) SCE issues for the purposes of Environmental Justice, per Part 2, Chapter 4 of the PD&E Manual and may require additional coordination with the affected community to establish mitigation measures. The ENGINEER, in coordination with the COUNTY and FDOT, must determine whether the project effects are “disproportionately high and adverse”. The ENGINEER will discuss the magnitude and distribution of disproportionately high and adverse human health or environmental effects on minority and low-income populations for all alternatives. Coordination with the affected community and the identification of mitigation measures will be documented in the Environmental Document.
- v. **Community Goals and Quality of Life:** The ENGINEER will identify and assess potential project impacts on social values and compatibility with community goals and vision.
- b. **Economic:** The ENGINEER shall evaluate and document the following economic features:
 - i. **Business and Employment:** The ENGINEER will assess potential project impacts to business and employment activity in the region, the local area, and the project study area, including industries with special needs (e.g., freight distributor) or significance (e.g., regional employer), economic-oriented land use, economic development plans, special designations, and community development priorities. Assessment will also include identification of changes to routes, access, parking, or visibility that could benefit or impair businesses, employment centers, community facilities, or population.
 - ii. **Property Values and Tax Base:** The ENGINEER will assess potential project impacts on the tax base, employment opportunities, and property values.
- c. **Land Use Changes:** The ENGINEER will evaluate the project’s consistency with the physical character of the area and applicable community plans.
- d. **Mobility:** The ENGINEER will evaluate potential project impacts on mobility and accessibility with regard to all transportation modes (i.e., pedestrian, bicycle, transit and vehicles) in the study area.
- e. **Aesthetic Effects:** The ENGINEER will evaluate and summarize the project’s effect on viewshed and vista, community focal points, historic structures, landmarks, outdoor advertising, scenic highways, and community character, in accordance with Part 2, Chapter 5 of the PD&E Manual.
- f. **Relocation Potential:** The ENGINEER will identify residences, businesses, and institutional or community facilities that may require relocation to accommodate the project. The ENGINEER will complete a Conceptual Stage Relocation Plan (CSRP) for the proposed alternatives, according to Part 2, Chapter 4 of the PD&E Manual and Chapter 9 of the Right of Way Procedures Manual and summarize the findings in the Environmental Document.
- g. **Farmland:** If applicable, the ENGINEER will perform a Farmlands evaluation in accordance with Part 2, Chapter 6 of the PD&E Manual.
- B. **Cultural Resource Assessment Survey -** The ENGINEER will conduct a Cultural Resource Assessment Survey (CRAS) to identify and evaluate cultural resources within a project’s Area of

Potential Effect (APE). In preparing this assessment, the ENGINEER will conduct the following tasks:

- a. Record Search – obtain available Cultural Resource Assessment Survey (CRAS) reports recorded in the Florida Master Site File available from the Florida Division of Historic Resources.
 - b. Aerial Photography Review – obtain and review readily available historical aerial photographs of the site and surrounding vicinity to assess the potential for unrecorded historic properties. Aerial photographs will be researched to the earliest data that is reasonably obtainable.
 - c. Review of Historical Maps – obtain and review readily available fire insurance maps and historical topographic maps.
 - d. Other Historical Sources – obtain and review other historical sources relevant to the completion of the desktop review and analysis.
 - e. Recorded Cultural Resources Analysis – conduct a desktop review of existing Cultural Resources and spatial datasets available through a Geographic Information System (GIS) framework identify existing surveys and resources.
 - f. Possible Unrecorded Cultural Resources Analysis – conduct a desktop review of historical sources and spatial environmental datasets to identify the potential for unrecorded cultural resources potentially impacted by the proposed project.
 - g. Shovel Testing – conduct up to 20 shovel tests in accordance with DHR guidelines.
 - h. Pedestrian Survey – conduct a pedestrian survey of exposed ground in accordance with DHR guidelines.
 - i. Historic Built Environment Survey – conduct a pedestrian survey and documentation of historic structures in accordance with DHR guidelines.
- This scope assumes up to one (1) archaeological site will be documented and assessed within the project area; no other cultural resources will be recorded.
- j. Artifact Processing – clean and catalog up to 100 recovered artifacts in accordance with DHR guidelines.
 - k. Artifact Analysis – conduct a general analysis (basic identification of artifact types) of recovered artifacts in accordance with DHR guidelines.
 - l. Preparation of a summary report of the results of the Cultural Resource Assessment Survey to comply with Section 106 of the National Historic Preservation Act, Florida Statutes (F.S.) 267 and 373 and adhere to standards set forth in Florida Rule Chapter 1A-46. A draft report will be provided to the COUNTY. Up to one round of comments will be addressed by the ENGINEER within a final report. The final report will be submitted to Florida Division of Historic Resources for their review and comment if resources are found.

- C. Natural Resources: The ENGINEER will review the project's Programming Screen Summary Report to identify the natural resources present and agency comments and concerns regarding these resources. The ENGINEER will use this information as a basis for identifying natural resource evaluation areas to be field verified. The condition of the existing natural resources will be updated following field evaluation with the resource agencies. The ENGINEER will assess the project's direct and indirect effects on the natural resources and document in the Natural Resources Evaluation (NRE) Report and/or the Environmental Document. The assessment and documentation shall include the severity of the impacts, avoidance and minimization measures,

anticipated permits, resolution of agency concerns, and the agency coordination process, as appropriate. If there is no involvement with a resource, then a statement to that effect will be provided, in accordance with Part 2, Chapters 9, 11, 12, 13, 14, 15, 16 and 17 of the PD&E Manual, as appropriate. Supporting documentation will be uploaded to the project file in SWEPT.

a. Wetlands and Other Surface Waters:

- i. Data Collection: The ENGINEER will identify wetlands along the project as per Part 2, Chapter 9 of the PD&E Manual, through review of GIS data, maps, plans, field reviews, and agency coordination.
- ii. Analysis: The ENGINEER will estimate the impacts to the wetlands and other surface waters in the project area in accordance with Part 2, Chapter 9 of the PD&E Manual. The ENGINEER will utilize the Uniform Mitigation Assessment Method (UMAM) to determine the type, quality, and function of wetlands. The ENGINEER will evaluate the alternatives' direct and indirect impact to wetlands, including functional loss, and identify measures that avoid wetland impacts. Where wetland impacts are unavoidable, the ENGINEER will identify practicable measures to minimize impacts.
- iii. Conceptual Mitigation: The ENGINEER will identify mitigation options, which will address potential impacts. If sufficient compensatory mitigation is not available, the ENGINEER will propose alternative mitigation options.

b. Essential Fish Habitat: This resource is not present or will not be impacted by the project. The ENGINEER must verify and record in the Environmental Document.

c. Protected Species and Habitat:

- i. Data Collection and Analysis: The ENGINEER will review the project's Programming Screen Summary Report and develop a study design (to be approved by FDOT) to evaluate the magnitude of the project involvement with, and potential impacts to protected species and designated or proposed critical habitats within the study area. Information should also be collected on habitat connectivity, areas that are ecologically important, and species that are otherwise protected by regulation. Upon approval of the study design, the ENGINEER will perform additional GIS and literature review, field reviews, survey, and coordination necessary to determine the project's involvement with and potential impacts to, federal and state protected, threatened, or endangered species and their habitats, in accordance with Part 2, Chapter 16 of the PD&E Manual. The ENGINEER may be required to perform specific species surveys for formal consultation. The ENGINEER will assist the COUNTY and FDOT in consultations, including providing responses to agency requests for information, if required.
- ii. Conservation Measures and Mitigation Plan: The ENGINEER will provide an analysis of wildlife and habitat conservation measures such as wildlife crossing and species relocation plans.

d. Natural Resource Documentation: The ENGINEER will document the results of the Wetlands and Other Surface Waters, EFH, Protected Species and Habitat evaluations in a Natural Resources Evaluation (NRE) report in accordance with Part 2, Chapter 16 of the PD&E Manual. The ENGINEER will also refer to OEM's Natural Resources Evaluation Outline and Guidance document to ensure the proper documentation of natural resources.

e. Water Quality: The ENGINEER will evaluate the data for and document water quality in the Water Quality Impact Evaluation (WQIE) Checklist in accordance with Part 2, Chapter 11 of the PD&E Manual.

f. Wild and Scenic Rivers: This resource is not present or will not be impacted by the project. The ENGINEER must verify and record in the Environmental Document.

- g. Floodplains: The ENGINEER shall summarize the findings of the Location Hydraulics Report (LHR) regarding the project's involvement with floodplains or regulatory floodways, measures to avoid and/or minimize impacts to floodplains or floodways, and any coordination with flood management agencies in the Environmental Document and PER, in accordance with Part 2, Chapter 13 of the PD&E Manual.
 - h. Coastal Zone Consistency: This resource is not present or will not be impacted by the project. The ENGINEER must verify and record in the Environmental Document.
 - i. Coastal Barrier Resources: This resource is not present or will not be impacted by the project. The ENGINEER must verify and record in the Environmental Document.
- D. Physical Effects: The ENGINEER will review the project's Programming Screen Summary Report to determine agency concerns regarding the physical effects of the project. The ENGINEER will establish the physical environment study area, conduct the appropriate analyses to assess the effects of the project on the physical environment. The ENGINEER will summarize the physical effects analysis, including avoidance and minimization measures taken and coordination efforts in the Environmental Document. If the project has no involvement with an issue, then a statement to that effect will be included in the Environmental Document, in accordance with the appropriate chapter in the PD&E Manual.
- a. Highway Traffic Noise: The ENGINEER will perform the noise analysis, noise abatement evaluation, and assessment of construction noise and vibration impacts in accordance with the Part 2, Chapter 18 of the PD&E Manual and the current version of FDOT's Traffic Noise Modeling and Analysis Practitioner's Handbook. The ENGINEER will prepare materials for, attend, and document a noise study methodology meeting with FDOT prior to beginning analysis.
 - i. Analysis: The ENGINEER will review the project's Programming Screen Summary Report, if available, to identify the locations of potential noise sensitive sites. The ENGINEER will utilize traffic data from the Design Traffic Report to conduct a predictive analysis required by 23 CFR § 772.9 using the FHWA Traffic Noise Model (TNM) as described in FHWA's Traffic Noise Model (FHWA TNM®), User's Guide (Version 2.5 Addendum). The ENGINEER will provide analysis for the no-build alternative (existing and design year) and two build alternatives (design year). If traffic noise impacts are identified, the ENGINEER shall identify and analyze alternative noise abatement measures to abate identified impacts. Proposed noise barriers will be analyzed for reasonableness and feasibility in accordance with Part 2, Chapter 18 of the PD&E Manual. If noise barriers that might block the motorist's view of an existing, conforming and legally permitted outdoor advertising sign are found to be feasible, the District Outdoor Advertising section of the Office of Right of Way must be notified (consistent with the Right of Way Manual, Procedure No. 575- 000-000). The ENGINEER will assist the County and FDOT in coordination with the local government regarding consistency with local ordinances or land development codes. Noise barrier modifications required to meet local ordinances will be analyzed to verify the modified noise barrier will meet the noise reduction requirements. The ENGINEER will assist the COUNTY in coordination with affected property owners benefitting from the noise barrier in accordance with Part 2, Chapter 18 of the PD&E Manual.
 - ii. Documentation: The ENGINEER will document the methodology and results of the noise analysis and noise abatement evaluation, in the Noise Study Report (NSR). The ENGINEER will provide an electronic copy of the NSR, in PDF format, as well as all TNM input/output files, and a "readme" file that supports the information documented in the report. The ENGINEER shall summarize the traffic noise analysis in the Environmental Document, including identification of locations where noise impacts are predicted to occur, where noise abatement is feasible and reasonable, and locations with impacts that have no feasible or reasonable noise

abatement alternative in accordance with Part 2, Chapter 18 of the PD&E Manual. If the project is determined to be a Type III project, the ENGINEER will document the determination in the Project File.

- b. Transit Noise and Vibration Analysis: This resource is not present or will not be impacted by the project. The ENGINEER must verify and record in the Environmental Document.
 - c. Air Quality: This resource is not present or will not be impacted by the project. The ENGINEER must verify and record in the Environmental Document.
 - d. Construction: This resource is not present or will not be impacted by the project. The ENGINEER must verify and record in the Environmental Document.
 - e. Contamination: The ENGINEER will review the project's Programming Screen Summary Report for the initial identification of potential contamination sites. The ENGINEER will conduct a Level 1 Assessment in accordance with Part 2, Chapter 20 of the PD&E Manual. The ENGINEER will investigate the contamination issues within and adjacent to the project's right of way considering the potential for each alternative to encounter contamination during excavation and acquiring new right of way. The ENGINEER will develop measures in coordination with the COUNTY and FDOT to address identified contamination issues in accordance with Part 2, Chapter 20 of the PD&E Manual. The ENGINEER will document data reviewed, findings, risk rating of potential contamination sites, and recommendation for additional assessment actions in accordance with Part 2, Chapter 20 of the PD&E Manual in a technical memorandum or the Contamination Screening Evaluation Report (CSER), depending on the level of contamination risk. The ENGINEER will summarize the technical memorandum or CSER in the Environmental Document.
- E. Environmental Document: The ENGINEER will assist COUNTY/FDOT in completing the Type 2 Categorical Exclusion (CE) Form in SWEPT and all attachments in accordance with Part 1, Chapter 5 of the PD&E Manual.

TASK 4 - DESIGN TRAFFIC ANALYSIS

The ENGINEER will perform a design traffic analysis to evaluate the purpose and need of the project and establish the basic design requirements for roadway typical section and intersection design.

- A. Data Collection - The ENGINEER will obtain existing traffic data from the COUNTY and FDOT. The ENGINEER will collect 48-hour tube counts at two locations along CR 484 within the project limits. The ENGINEER will collect AM peak period (7AM – 9AM) and PM peak period (4PM – 6PM) turning movement counts at the following intersections:
- 1) CR 484 at Marion Oaks Boulevard
 - 2) CR 484 at SW 29th Avenue Road
 - 3) CR 484 at SW 20th Avenue Road
 - 4) CR 484 at I-75 southbound ramp
 - 5) CR 484 at I-75 northbound ramp
 - 6) CR 484 at CR 475A
 - 7) CR 484 at up to 4 median openings
- B. Traffic Forecasting: The ENGINEER will develop Average Daily Traffic (ADT) and Design Hour Volume (DHV) for the present year, the opening year (2030), ten years (2040) and twenty years (2050) from opening year of the improvements.
- 1) The ENGINEER will utilize the existing traffic data obtained and future traffic projections developed through transportation modeling using the Central Florida Regional Planning

Model (CFRPM). The CFRPM socio-economic data for traffic analysis zones directly adjoining the study area will be reviewed and updated per current and planned developments within the study years, as provided by the COUNTY. This scope of services assumes use of the FDOT published CFRPM model validation; no additional model validation is assumed as part of this study.

- 2) The ENGINEER will prepare design traffic factors for use in the future traffic forecasting.
- 3) The ENGINEER will prepare for and attend one meeting with COUNTY and FDOT traffic engineering and planning staff to reach consensus on the details of the traffic study forecast methodology.
- 4) The ENGINEER will develop opening, mid-year, and design year AADTs, Design Hour, and Directional Design Hour traffic volumes for CR 484 within the project area.
- 5) The ENGINEER will develop AM peak hour and PM peak hour design hour turns for the opening year, mid-year, and design year for the following locations:
 - a) CR 484 at Marion Oaks Boulevard
 - b) CR 484 at SW 29th Avenue Road
 - c) CR 484 at Future Marco Polo Access
 - d) CR 484 at SW 20th Avenue Road
 - e) CR 484 at I-75 southbound ramp
 - f) CR 484 at I-75 northbound ramp
 - g) CR 484 at CR 475A
 - h) CR 484 at up to 4 median openings
- 6) The traffic projections will be used to document the need for the project and to identify recommended intersection geometry.

C. Intersection Control Evaluation

- 1) ENGINEER will perform intersection capacity analyses of the following major intersections along the corridor:
 - a) CR 484 at Marion Oaks Boulevard
 - b) CR 484 at SW 29th Avenue Road
 - c) CR 484 at Future Marco Polo Access
 - d) CR 484 at SW 20th Avenue Road
 - e) CR 484 at I-75 southbound ramp
 - f) CR 484 at I-75 northbound ramp
 - g) CR 484 at CR 475A
 - h) CR 484 at up to 4 median openings
- 2) A Stage 1 Intersection Control Evaluation (ICE) per the FDOT MICE will be performed for the existing and planned signalized intersections within the study area, including the I-75 interchange ramps.
- 3) A Stage 2 ICE will be performed for up to five intersections, including the I-75 interchange ramps, with up to two alternative intersection control types for each location.
- 4) Recommended intersection geometry and control will be identified for the study area intersections for opening year and design year traffic conditions.

- D. FDOT Coordination: The ENGINEER will participate in meetings with the COUNTY and FDOT to discuss the design traffic projections and interchange alternatives being considered. The ENGINEER will participate in one coordination call with the District Interchange Review Coordinator to discuss the recommended interchange alternative and to discuss required permitting and coordination for the design phase of the project. This scope of services does not include preparation of an interchange access request study.
- E. Access Management: The ENGINEER will prepare an access management plan that will address driveway and median opening locations throughout the corridor.
- F. Safety Evaluation: The ENGINEER will perform a safety analysis in accordance with the Safety Analysis Guidebook for PD&E Studies and Safety Crash Data Guidance. The ENGINEER will obtain the most recent five (5) years of available data from Signal Four Analytics for this project for the existing conditions analysis. The crash data will include the number and type of crashes, crash locations, number of fatalities and injuries, and estimates of property damage and economic loss. In addition to crash data, field observations, stakeholder input, and other information on existing operations may be necessary.

The ENGINEER will review the FDOT Safety Dashboard to identify safety needs to be considered in the PD&E Study.

A future conditions analysis is performed to assess the potential safety benefits of the proposed alternatives in comparison to the No-Build Alternative. The ENGINEER will analyze the safety performance of the alternatives based on future traffic volumes, proposed geometrics, modal needs, traffic control conditions, and users of the facility, as appropriate. Future conditions analysis will consider the proposed design context, traffic operational performance and users of the facility. The ENGINEER will use crash modification factors (CMFs) or the Highway Safety Manual (HSM) predictive method as agreed upon in the Traffic Analysis Methodology.

Design Traffic Report: A draft report will be provided to the COUNTY. Up to one round of comments will be addressed by the ENGINEER within a final Design Traffic Report.

- G. Traffic Data for Noise Study: The ENGINEER will provide traffic data required for the noise study in accordance with the Traffic Noise Modeling and Analysis Practitioners Handbook, and will include the following data for each road segment (i.e., intersection to intersection), ramps, cross streets, and frontage roads, for the existing year, opening year, and the design year for Build and No-Build alternatives:
 - 1) LOS C directional hourly volumes
 - 2) Number of Lanes
 - 3) Demand peak hourly volumes (peak and off-peak directions)
 - 4) Existing and proposed posted speed
 - 5) Target Speed
 - 6) Percentage of heavy trucks (HT) in the design hour
 - 7) Percentage of medium trucks (MT) in the design hour
 - 8) Percentage of buses in the design hour
 - 9) Percentage of motorcycles (MC) in the design hour

TASK 5 - DRAINAGE ANALYSIS

- A. The ENGINEER will perform a drainage analysis in accordance with Part 2, Chapters 11 and 13 of the PD&E Manual and the FDOT Drainage Manual, Procedure No. 625-040-002. The ENGINEER will incorporate or consider the Contamination Screening Evaluation Report and any other related technical report findings into the Drainage Report.
- B. The ENGINEER will perform preliminary drainage design in order to determine potential outfall

locations and preliminary sizes (volume and area) of required detention and/or retention facilities for stormwater treatment and attenuation. The drainage analysis will include evaluation of the existing permitted pond locations to determine whether they have remaining capacity to accommodate any additional impervious area from the proposed improvements. Up to two pond alternatives will be identified per basin based on available topographic maps, property maps, and visual examination of candidate sites. This scope of services excludes the I-75 right-of-way.

- C. Research - the ENGINEER will research and collect existing permit data for review from Marion County, the Southwest Florida Water Management District (SWFWMD), and St. Johns River Water Management District (SJRWMD) to identify potential conflicts or opportunities with the pond siting analysis.
- D. Floodplain and Drainage Data Collection: The ENGINEER will gather floodplain data from FEMA Flood Insurance Rate Maps, and other drainage related data needed to obtain permits from relevant sources including local government, local agencies, and regulatory agencies. The ENGINEER will gather data for drainage analysis including LiDAR, existing survey data, USGS Quadrangle Maps, and field observations.
- E. Drainage Analysis: The ENGINEER will perform drainage analysis by delineating the basin boundaries by using LiDAR information, existing survey data, and field observations. The ENGINEER will analyze and determine high water elevations in each basin and use the information to establish the preliminary roadway profile. Drainage analysis will also include checking the capacity and structural adequacy of existing cross drains, preliminary design of potential cross drain and outfall structures and identifying the recommended conceptual drainage design for the project.
- F. Floodplain Compensation Analysis: For each roadway alternative, the ENGINEER will determine base floodplain elevations and estimate encroachments and appropriate compensation provisions, including incorporating floodplain compensation site requirements into the Pond Siting Report (PSR).
- G. Sea Level Rise Analysis: N/A
- H. Stormwater Management Analysis: The ENGINEER will calculate the stormwater quality and attenuation requirements and estimate the stormwater management facility needs for each roadway alternative.

The ENGINEER will schedule an Environmental Look-Around (ELA) meeting (See Part 2, Chapter 11 of the 2023 PD&E Manual) with COUNTY staff, regulatory agencies, local governments, and other stakeholders to discuss regional stormwater needs and design and permitting approaches that benefit the watershed as a whole. During the meeting, the ENGINEER will document the meeting notes in the project file.

If the ELA reveals no regional pond sites within the Study Area, the ENGINEER will identify practical pond sites in each basin for each project alternative, estimate construction cost, compare the sites, and identify (in coordination with the County) a preferred pond site for each basin. Additionally, the ENGINEER will identify inflow or outfall easement requirements for each pond site. If additional pond sites are revealed, they will be used as a potential option.

- I. Location Hydraulics Report: The ENGINEER will prepare a Location Hydraulics Report for the project in accordance with Part 2, Chapter 13 of the PD&E Manual.

TASK 6 - ENGINEERING ANALYSIS

- A. Geotechnical Coordination – The ENGINEER will utilize Central Testing Laboratory, Inc. to conduct geotechnical testing and reporting within the project area. Central Testing Laboratory, Inc. will perform the following field services:
 - 1) Thirty (30) Standard Penetration Test (SPT) borings to a depth of twenty (20) feet with vertical permeability, horizontal permeability, and porosity testing at each boring location in the proposed stormwater ponds.

- 2) Twelve (12) hand auger borings to a depth of six (6) feet in the proposed roadway areas.
- 3) Twelve (12) asphalt roadway cores with hand auger borings to a depth of five (5) feet through the core.
- 4) Four (4) SPT borings to a depth of ten (10) feet within the area of potential unsuitable materials next to the I-75 bridge.

A report will be prepared summarizing the soil classification, permeability, groundwater levels, and soil parameters for design.

- B. Utility Coordination - The ENGINEER will coordinate with affected utility companies during development of the recommended build alternative in order to identify and minimize utility conflicts. The ENGINEER will provide concept plans for the recommended build alternatives to all utility companies within the corridor for markups of their existing utilities, planned utilities, and potential impacts. The COUNTY or individual utility companies will designate the existing utilities within the project limits. Based on the coordination with the utility companies along the project, the ENGINEER will prepare a summary of impacts to existing and proposed utilities within the PD&E document.

TASK 7 – ALTERNATIVES DEVELOPMENT AND ANALYSIS

- A. The corridor study area will be reviewed in the field to identify existing conditions and constraints within the corridor.
- B. Typical Section Analysis - The ENGINEER will develop up to two appropriate build typical section alternatives for the project. The typical sections will include COUNTY and FDOT standard typical sections, and any typical sections that may result in minimizing right-of-way, and incorporating context sensitive solutions.
- 1) The ENGINEER will document design criteria to be used for developing conceptual plans. The design standards will be identified in accordance with current COUNTY and FDOT (as appropriate) design procedures, policies and standards. The COUNTY will approve the design criteria and typical sections prior to developing alternative alignments.
 - 2) Upon selection of a preferred typical section alternative, a signed and sealed typical section package will be prepared on 11" x 17" sheets and submitted for review and approval. The typical section package will be prepared to be compliant with the standards of the FDOT Design Manual (FDM) and Marion County land development code. Typical section elements will be reviewed and concurrence received from County, District, and FHWA staff as required per the FDOT approval process. The typical section package will document the following:
 - a) Project Controls
 - b) Typical Section Elements
 - c) Traffic Data
 - d) Potential Design Variations and Design Exceptions related to the typical sectionA copy of the approved Typical Section Package will be included as part the PD&E Final Preliminary Engineering Report.
- C. Alternatives Development - The ENGINEER will develop three alternative alignments for the recommended typical section (left widening, right widening, center widening). Two alignment alternatives will be carried forward for the alternatives analysis.
- D. Planned improvements and development plans, as provided by the COUNTY, will be reviewed in relation to the build alternatives.

- E. Conceptual Layout Alternatives - the ENGINEER will develop a CADD base map that includes existing characteristics as obtained from readily available information. The base map information will be compatible for use on aerial photography used for public hearing presentations, corridor maps, and concept plans.
 - 1) The ENGINEER will prepare alternative concept layouts for the viable alternatives to be utilized in the public involvement meetings and alternatives analysis. Up to two build alternatives are assumed.
 - 2) The deliverable for this work will be a Conceptual Alignment Map. All alignments will be shown on one map, which may consist of multiple panes to effectively cover the corridor study area.
- F. Right-of-way – the ENGINEER will identify preliminary private property impacts for the two build alternatives. Existing right-of-way lines will be based on information from the Marion County Property Appraiser's website, Marion County GIS information, and right-of-way information provided by the Marion County Office of the County Engineer.
- G. Opinion of Probable Cost - the ENGINEER will prepare preliminary opinions of probable cost including right-of-way acquisition and construction costs for the two build alternatives.
- H. Alternatives Analysis – the ENGINEER will prepare an alternatives analysis comparing the engineering, environmental, sociocultural, right-of-way, cost, and safety impacts of the two build and no-build alternatives.
- I. Recommended Alternative 30% Concept - the ENGINEER will prepare a 30% concept plan with plan views on an 11X17 aerial for the recommended alternative.

TASK 8 - REPORTING

- A. The ENGINEER will prepare a Preliminary Engineering Report (PER) per Part 2, Chapter 3 of the PD&E Manual and the Preliminary Engineering Report Outline and Guidance document. The ENGINEER will include supporting information related to all computer programs and parameters used in the analyses to facilitate the review of the engineering documentation.
- B. A Draft Report will be prepared for review by the COUNTY and FDOT. Up to two rounds of comments by the COUNTY, FDOT and BOCC on the Draft Report will be incorporated into a final document. The final engineering analysis document prepared by the ENGINEER will be signed and sealed by a Florida-licensed professional engineer.

TASK 9 – PLANNING CONSISTENCY

- A. Transportation Plans: The ENGINEER will coordinate with the COUNTY and FDOT to obtain and review transportation plans throughout the life of the project for all modes of transportation including freight, transit, and non-motorized. The following plans or studies should be reviewed as appropriate:
 - a. Ocala Marion TPO's adopted Long Range Transportation Plan (LRTP) Cost Feasible and Needs Plans
 - b. Local Government Transportation Improvement Plan (TIP)
 - c. State Transportation Improvement Program (STIP)
 - d. Urban Area Transportation Study
 - e. Local Government Comprehensive Plan (LGCP)
 - f. Local Transit Development Plans (TDP) for bus, rail, or other services
 - g. Non-motorized (bicycle and pedestrian) Plans
- B. Planning Consistency Form: The ENGINEER will assist the COUNTY and FDOT's finalization of Planning Requirements for Environmental Document approval.

PART III – SCHEDULE

The ENGINEER will undertake this work upon receipt of Notice to Proceed. Work will be completed according to the following schedules:

1. PD&E REPORT – 24 Months from Notice to Proceed by COUNTY

A detailed schedule in 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. The project schedule and completion date may be modified due to circumstances that arise during the performance of work if mutually agreed upon by the ENGINEER and COUNTY.

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. FDOT PD&E Manual
- E. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (FDOT Greenbook, 2023 Edition)
- F. FDOT Standard Plans and Specifications for Road and Bridge Construction
- G. FDOT Drainage Manual
- H. AASHTO's "A Policy on Geometric Design of Highways and Streets"
- I. Manual on Uniform Traffic Control Devices (MUTCD)
- J. Highway Capacity Manual
- K. FDOT Quality /Level of Service Handbook
- L. FDOT Basis of Estimates and Long Range Estimates

2. SUBMITTALS

The ENGINEER will provide copies of the required documents as listed below in electronic format. Up to three (3) copies of the draft and final PD&E Reports will be submitted to the COUNTY.

Summary of Deliverables:

- A. Public Involvement Plan
- B. Advanced Notification Package
- C. Public Hearing Transcript
- D. Comments and Coordination Report
- E. Design Traffic Report
- F. Location Hydraulics and Pond Siting Report
- G. Geotechnical Report
- H. Typical Section Package
- I. Sociocultural Effects Evaluation (SCE)
- J. Noise Study Report (NSR)

- K. Level I Contamination Assessment Report (Contamination Screening Evaluation Report)
- L. Conceptual Stage Relocation Plan
- M. Natural Resource Evaluation
- N. Cultural Resource Assessment Survey (CRAS)
- O. Presentation and printouts for public meetings
- P. 30% Concept Plans on 11X17
- Q. Draft PD&E Report (incorporating the technical reports as Appendices)
- R. Final Signed and Sealed PD&E Report (incorporating the technical reports as Appendices)

Attachments – Table A – Cost Estimate for Services

EXHIBIT B
COST ESTIMATE FOR SERVICES

PROJECT: SW HWY 484 PD&E - 25Q-119
CLIENT: MARION COUNTY OFFICE OF THE COUNTY ENGINEER
KH PM: AMBER L. GARTNER, PE

DATE: 10/27/2025

		DIRECT LABOR (MAN-HOURS)										
		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	\$200.00	\$170.00	\$135.00	\$135.00	\$150.00	\$100.00	\$80.00			
Task 1	Project Administration	24.0	120.0	80.0	80.0				100.0	404.0		\$ 62,520
Task 2	Public Involvement	46.0	201.0	219.0	418.0	174.0	80.0	120.0	234.0	1492.0		\$ 211,800
Task 2A	Public Involvement Plan	2.0	8.0	12.0	20.0				10.0	52.0		
Task 2B	Project Website and Social Media		4.0		10.0				12.0	26.0		
Task 2C	Public Involvement Data Collection		4.0	6.0	10.0				30.0	50.0		
Task 2D	Stakeholder Meetings		10.0	10.0	20.0	20.0			12.0	72.0		
Task 2E	Utility Coordination Meeting		2.0		6.0				10.0	18.0		
Task 2F	Public Kickoff Meeting	5.0	15.0	30.0	60.0	30.0		40.0	40.0	220.0		
Task 2G	Public Alternatives Meeting	5.0	40.0	60.0	110.0	40.0		40.0	40.0	335.0		
Task 2H	Public Hearing	30.0	60.0	70.0	80.0	60.0	80.0	40.0	40.0	460.0		
Task 2I	Comments and Coordination Report	2.0	10.0	10.0	30.0				10.0	62.0		
Task 2J	BOCC Meetings	2.0	36.0	15.0	60.0	20.0			20.0	153.0		
Task 2K	BOCC Workshop (Optional)		12.0	6.0	12.0	4.0			10.0	44.0		
Task 3	Environmental Analysis and Reporting	99.0	241.0	335.0	360.0	710.0			130.0	1875.0		\$ 285,245
Task 3A	Sociocultural Effects	20.0	30.0	20.0	40.0	85.0			15.0	210.0		
Task 3B	Cultural Resource Assessment Survey	2.0	6.0	15.0	20.0	100.0			15.0	158.0		
Task 3C	Natural Resources	22.0	75.0	125.0	80.0	200.0			30.0	532.0		
Task 3D	Physical Effects	35.0	90.0	100.0	200.0	200.0			40.0	665.0		
Task 3E	Environmental Document	15.0	20.0	40.0	10.0	85.0			20.0	190.0		
Task 3F	Advanced Notification and ETDM	5.0	20.0	35.0	10.0	40.0			10.0	120.0		
Task 4	Design Traffic Analysis	35.0	95.0	180.0	410.0		60.0	140.0	30.0	950.0		\$ 139,275
Task 5	Drainage Analysis	30.0	60.0	200.0	345.0	40.0	60.0	80.0	30.0	845.0		\$ 125,025
Task 6	Engineering Analysis	5.0	24.0	20.0	90.0			20.0	60.0	219.0	\$ 40,504.00	\$ 28,425
Task 7	Alternatives Development and Analysis	25.0	90.0	150.0	300.0	60.0	140.0	280.0	60.0	1105.0		\$ 152,275
Task 8	Reporting	30.0	60.0	80.0	110.0	40.0		20.0	40.0	380.0		\$ 58,700
Task 9	Planning Consistency	2.0	5.0	5.0	15.0				8.0	35.0		\$ 5,025
TOTALS:		441.0	1338.0	1823.0	2906.0	1908.0	420.0	780.0	1056.0	10672.0	\$ 40,504.00	\$ 1,068,290.00
Grand Total:											\$ 1,108,794.00	