

AGREEMENT BETWEEN COUNTY AND FIRM

This Agreement Between County and 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 **Metric Engineering, Inc.**, located at 525 Technology Park, Lake Mary, FL 32746, possessing FEIN# 59-1685550 (hereinafter referred to as “FIRM”) under seal for the Advanced Traffic Management System-Master Plan, (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 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 Bid #25Q-097 - Advanced Traffic Management System-Master Plan, the Offer, Project Bid Scope and or Specifications, Plans and Drawings, any/all Addenda as issued in support of this Bid, Recorded Bonds as required, Certificate of Insurance and Notice to Proceed.

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

Section 2 – 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. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than COUNTY and FIRM.

Section 3 – Term. This Agreement shall commence upon the Board of County Commissioners’ approval and shall be in effect through November 30, 2027 (“Term”). Three (3) annual renewal options are available upon mutual written agreement between both parties. **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence. 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, defined herein, will proceed in a timely manner without delays.

Section 4 – Scope of Services. FIRM shall complete the Work for Project 25Q-097, more fully set forth on Exhibit A hereto, as per the Contract Documents furnished by COUNTY and according to the timeframe as noted herein.

Section 5 – Compensation. COUNTY shall make payment of Five Hundred Eighteen Thousand, Two Hundred and Twenty-Nine Dollars and Fifty-Six Cents (**\$518,229.56**) per Exhibit B -Fee Schedule (the “Agreement Price”), to FIRM under COUNTY’s established procedure, upon completion of the Work. There shall be no provisions for pricing adjustments. FIRM agrees that if payment is made by COUNTY procurement card (p-card), charges will not be processed until goods or services are shipped, or are received by COUNTY, and in acceptable condition.

Section 6 – Assignment. FIRM may not subcontract all or any part of this Agreement without written approval by COUNTY.

Section 7 – 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 8 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 9 – Books and Records. FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel. 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 10 – 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 11 – Indemnification. FIRM shall indemnify and hold harmless COUNTY, its officers, employees, and agents from all suits, claims, or actions of every name and description brought against COUNTY for liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM in the performance of this Agreement. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. This section shall survive the termination of the Agreement.

Section 12 – 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 FIRM, 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 FIRM does not own vehicles, the FIRM 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.

Section 13 – 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 14 – 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 services 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 15 – 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 16 – 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 17 – 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 Agreement if it is in the best interest of COUNTY.

Section 18 – 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 Agreement 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 Agreement.

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:

It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.

- a) 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.
- b) 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.
- c) FIRM shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
- d) 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.
- e) 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.
- f) If COUNTY terminates this Agreement with FIRM, FIRM may not be awarded a public Agreement for at least one (1) year after the date of termination.
- g) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- h) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
- i) 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.
- j) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Contract.

Section 19 – 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, pandemics and epidemics.

Section 20 – 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 21 – FIRM Conduct: These Guidelines govern FIRM while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with FIRM's work or at 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 22 – 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 23 – 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 24 – Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.

1. If this Agreement is for One Million Dollars or more, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM 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, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM 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 FIRM meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and FIRM 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 FIRM 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 FIRM 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 FIRM 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. FIRM 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 25 – 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 26 – 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 27 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A – Scope of Work, EXHIBIT B – Fee Schedule**

Section 28 – Notices. The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery. FIRM’s and COUNTY’s representatives and addresses for notice purposes are:

FIRM: Metric Engineering, Inc.
525 Technology Park, Lake Mary, FL 32746
CONTACT PERSON: Dale Cody | Phone: 407-644-1898

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: dale.cody@metriceng.com and jonathan.katz@metriceng.com. Designation signifies FIRM's election to accept notices solely by e-mail.

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

ATTEST:

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

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

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

SIGNATURE

PRINTED NAME

WITNESS:

SIGNATURE

PRINTED NAME

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

CARL ZALAK III DATE
CHAIRMAN

BCC APPROVED: November 18, 2025
25Q-097 | Advanced Traffic Management
System-Master Plan

METRIC ENGINEERING, INC.

BY: DATE

PRINTED:

ITS: (TITLE)

25Q-097 Scope of Work
Marion County ATMS Master Plan
Project #: STC073898

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1. PROJECT UNDERSTANDING

1.1 General

Marion County (County) Office of the County Engineer (OCE) is seeking professional engineering and consulting services. This Scope of Work is for the development of an Advanced Traffic Management System (ATMS) Master Plan to guide the County on the continued development of the ATMS over a 20-year period to include but not limited to recommendations for new and upgraded infrastructure, communications, equipment, and personnel to bring the County to the leading edge of traffic management. The plan should address the capacity, safety, and multimodal needs of the community. Opportunities for improved coordination with the Florida Department of Transportation (FDOT), Ocala-Marion Transportation Planning Organization (TPO), City of Ocala, Sumter County, Lake County, and Citrus County should also be identified.

The ATMS Master Plan shall be developed consistent with other established plans including, but not limited to the following:

- FDOT District 5 ITS Master Plan
- FDOT District 5 ITS Architecture
- FDOT District 5 Smart Signals Design Standards
- TPO's 2018 ATMS Master Plan
- TPO's Congestion Management Plan
- TPO's Bicycle-Pedestrian Master Plan
- TPO's Safety Action Plan

A final report shall be provided to include the findings and recommendations along with a proposed phasing plan.

1.2 Existing System and Staffing

The County's signal system is composed of 133 traffic signals and 86 of these signals are connected to the ATMS. Additionally, the system is composed of 48 pan/tilt/zoom (PTZ) cameras, 35 Bluetooth travel time devices, and other networking equipment. Communications are provided through a mixed network of devices including 27 miles of fiber optic cable, 101 radios (a mix of point-to-point and point-to-multipoint radios), 25 cell modems (currently operated by FDOT), and 3 communications towers. The communications network provides the connection from the field devices back to the Traffic Management Center (TMC) where the signals are monitored and controlled through Tactics. The TMC consists of a large room with a video wall, an operator's station, and a separate server room that hosts the TACTICS and video wall servers and other networking equipment.

The County has a total of 7 staff members who are involved in the operations and maintenance of the ATMS. This staffing consists of a Traffic Operations Manager, Senior Traffic Engineer, Traffic Signal Supervisor, and 4 Traffic Signal Maintenance Technicians. None of these staff members are entirely dedicated to the operations and maintenance of the ATMS. Network support is currently provided by the County's Information Technology Department, FDOT, and through support contracts with vendors.

2. SCOPE OF WORK

The Consultant will provide a final report including all backup documentation summarizing the findings and recommendations. The report shall include an inventory of the existing system and provide a phasing schedule for implementing the proposed improvements.

The services to be provided include, but are not limited to, the following items:

2.1 *Project Administration*

- 2.1.1 Kickoff Meeting
 - Organize and facilitate a kickoff meeting to define the project objectives, scope, timeline, and deliverables. The Consultant should have a draft project schedule prepared to discuss
 - Identify key stakeholders and establish communications protocols including frequency of progress meetings
 - Provide meeting agenda, minutes, and action items
- 2.1.2 Progress Meetings
 - Organize and conduct progress meetings with the County project manager to report on project milestones and address any challenges. The Consultant should plan on at least one per month for the contract duration unless a different schedule is agreed upon at the kickoff meeting.
 - Provide meeting agenda, minutes, and action items
- 2.1.3 Stakeholder Meetings
 - Organize and facilitate meetings with other key stakeholders identified during the Kickoff meeting
 - Provide meeting agenda, minutes, and action items
 - Provide a Stakeholder Communications Plan
- 2.1.4 Schedule Management
 - Develop and maintain a detailed project schedule in MS Project.
 - Monitor progress and adjust timelines as approved by the County
 - Provide monthly schedule updates
- 2.1.5 Progress reporting and invoice management
 - Provide monthly invoices and progress reports including an updated project schedule.

2.2 *Vision and Goals Development*

- 2.2.1 Work with the County and stakeholders to establish a vision for the ATMS Master Plan.
- 2.2.2 Define clear, measurable goals and objectives aligned with existing regional transportation policies.
- 2.2.3 Provide a Statement of the Vision and Goals.

2.3 *Existing Conditions Assessment*

- 2.3.1 Inventory of Existing System
 - Conduct an inventory of the existing ATMS system including all ITS related hardware, software, and communications.

- The inventory shall identify the location of all equipment and communications devices and infrastructure. The inventory shall be GIS based and provided in a format suitable for input into the County's GIS system. Maps shall be provided in the report summarizing the existing inventory.
- Conduct interviews with existing County & FDOT staff involved in the operations and maintenance of the ATMS. The interviews shall identify known issues or difficulties working with and maintaining the ATMS. They should also identify components of the existing ATMS that work well and provide the most benefit to the system.
- 2.3.2 Assessment of Existing Traffic
 - Analyze existing traffic patterns, known congestion hotspots, and accident data. Review all existing documents related to traffic congestion and safety including the TPO Congestion Management Plan and TPO Safety Action Plan.
 - Evaluate the existing multimodal network including transit facilities and routes
 - Review existing transportation improvement plans.
 - Identify emergency response and evacuation routes including major hospitals.
 - Assess current operational performance and system capabilities
- 2.3.3 Existing Data Flows and Connections to Partner Agencies
 - Determine existing strategies and opportunities in place with FDOT
 - Review ITS related plans in place for FDOT and City of Ocala.

2.4 Needs Assessment

- 2.4.1 Identify transportation challenges and opportunities
 - Based on the existing conditions assessment, identify challenges and opportunities for ITS deployment to include improved communications, smart signal upgrades, and connected vehicle applications, TMC integration, etc. Staffing needed to adequately operate and maintain ITS deployments shall also be identified.
- 2.4.2 Evaluate stakeholder needs and priorities.
 - Meet with stakeholders to identify and evaluate their needs and priorities and discuss potential opportunities.
- 2.4.3 Develop a list of functional requirements for the ATMS Master Plan.
 - Identify what functions need to be provided in the current year as well as in future years including staffing and resources needed to perform the functions.
- 2.4.4 Provide an Existing Conditions and Needs Assessment Report

2.5 Technology Review

- 2.5.1 Research and evaluate emerging ITS technologies,
 - Research and evaluate emerging technologies including connected and automated vehicles, smart traffic management systems, and data analytics tools.
- 2.5.1 Identify applicable industry standards and best practices.
- 2.5.1 Assess compatibility with existing systems and infrastructure.

2.6 ITS Architecture Development

- 2.6.1 Develop a system architecture that outlines key components, interfaces, and data flows.
- 2.6.2 Ensure the architecture aligns with the FDOT District 5 ITS Architecture framework.
- 2.6.3 Provide a Technology and ITS Architecture Report.
- 2.6.4 Complete and submit an ITS Architecture Change Request Form to FDOT for needed updates to the architecture.

2.7 Implementation Plan

- 2.7.1 Develop a phased implementation plan prioritizing high-impact projects.
 - The phased implementation shall look at immediate improvements including upgrades to the existing TMC as well as 5-year, 10-year, 15-year, and 20-year implementation timelines.
 - The implementation plan shall also include staffing needed to operate the ATMS at each phase of development.
- 2.7.2 Provide cost estimates, funding sources, and timelines for each phase.
- 2.7.3 Identify potential risks and mitigation strategies.

2.8 Performance Metrics and Evaluation

- 2.8.1 Define performance metrics to measure the effectiveness of ITS implementations.
- 2.8.2 Develop an evaluation framework for ongoing monitoring and reporting.

2.9 Draft and Final Reports

- 2.9.1 Prepare a draft ATMS Master Plan for County review.
- 2.9.2 Incorporate feedback and provide final ATMS Master Plan Report
- 2.9.3 Provide presentation materials

3. PROJECT SCHEDULE

A project schedule shall be developed and approved by the County at the project kickoff meeting. The project kickoff meeting shall be held within 30 days after the notice to proceed is issued. All final deliverables shall be completed and delivered to the County within 12 months of the notice to proceed.

4. DELIVERABLES

- Stakeholder communication plan
- Vision and goals Statement
- Existing conditions and needs assessment report
- ITS technology review and system architecture report
- Completed ITS Architecture Change Request Form
- Implementation plan and performance metrics
- Draft and final ATMS Master Plan report
- Presentation materials

Marion County ATMS Master Plan
Project: 25Q-097
Exhibit B- Fee Schedule

Project Description: Marion County ATMS Master Plan
Date Estimated: July 31, 2025

Prepared By:
Rolando Ramirez, P.E.
Metric Engineering, Inc.
525 Technology Park, Suite 153
Lake Mary, Florida 32746

Prime Activity	Principal Engineer		Project Manager		Senior Engineer		Engineer 2		GIS Specialist		Engineer 1		Senior Designer		Engineering Intern		CADD/Computer Tech		Total	
	Rate/Hr.:	\$341.08	Rate/Hr.:	\$310.07	Rate/Hr.:	\$279.28	Rate/Hr.:	\$271.47	Rate/Hr.:	\$232.55	Rate/Hr.:	\$205.89	Rate/Hr.:	\$194.89	Rate/Hr.:	\$117.05	Rate/Hr.:	\$90.11		
	Man Hours	Cost by Pos. & Act	Man Hours	Cost by Pos. & Act	Man Hours	Cost by Pos. & Act	Man Hours	Cost by Pos. & Act	Man Hours	Cost by Pos. & Act	Man Hours	Cost by Pos. & Act	Man Hours	Cost by Pos. & Act	Man Hours	Cost by Pos. & Act	Man Hours	Cost by Pos. & Act	Manhours By Activity	Salary Cost By Activity
Task Activities																				
a. Project Administration (management/ monthly schedule updates)	24.00	\$8,185.92	40.00	\$12,402.80		\$0.00		\$0.00		\$0.00	40.00	\$8,235.60		\$0.00		\$0.00		\$0.00	104.00	\$28,824.32
Kick-Off Meeting	1.00	\$341.08	1.00	\$310.07		\$0.00		\$0.00		\$0.00	3.00	\$617.67		\$0.00		\$0.00		\$0.00	5.00	\$1,268.82
12 monthly Progress meetings	24.00	\$8,185.92	24.00	\$7,441.68		\$0.00		\$0.00		\$0.00	48.00	\$9,882.72		\$0.00		\$0.00		\$0.00	96.00	\$25,510.32
6 Stakeholder meetings	12.00	\$4,092.96	12.00	\$3,720.84		\$0.00		\$0.00		\$0.00	24.00	\$4,941.36		\$0.00		\$0.00		\$0.00	48.00	\$12,755.16
Stakeholder Communication Plan	2.00	\$682.16	8.00	\$2,480.56		\$0.00		\$0.00		\$0.00	12.00	\$2,470.68		\$0.00		\$0.00		\$0.00	22.00	\$5,633.40
b. Vision & Goals Development	8.00	\$2,728.64	12.00	\$3,720.84		\$0.00		\$0.00		\$0.00	24.00	\$4,941.36		\$0.00		\$0.00		\$0.00	44.00	\$11,390.84
c. Existing Conditions Assessment	12.00	\$4,092.96	40.00	\$12,402.80		\$0.00		\$0.00		\$0.00	80.00	\$16,471.20		\$0.00		\$0.00		\$0.00	132.00	\$32,966.96
d. Needs Assessment	16.00	\$5,457.28	36.00	\$11,162.52		\$0.00		\$0.00		\$0.00	80.00	\$16,471.20		\$0.00		\$0.00		\$0.00	132.00	\$33,091.00
e. Technology Review	12.00	\$4,092.96	36.00	\$11,162.52		\$0.00		\$0.00		\$0.00	80.00	\$16,471.20		\$0.00		\$0.00		\$0.00	128.00	\$31,726.68
f. ITS Architecture Development	12.00	\$4,092.96	36.00	\$11,162.52		\$0.00		\$0.00		\$0.00	80.00	\$16,471.20		\$0.00		\$0.00		\$0.00	128.00	\$31,726.68
ITS Architecture Change Request Form	2.00	\$682.16	12.00	\$3,720.84		\$0.00		\$0.00		\$0.00	16.00	\$3,294.24		\$0.00		\$0.00		\$0.00	30.00	\$7,697.24
g. Implementation Plan	12.00	\$4,092.96	36.00	\$11,162.52		\$0.00		\$0.00		\$0.00	80.00	\$16,471.20		\$0.00		\$0.00		\$0.00	128.00	\$31,726.68
h. Performance Metrics and Evaluation	12.00	\$4,092.96	40.00	\$12,402.80		\$0.00		\$0.00		\$0.00	80.00	\$16,471.20		\$0.00		\$0.00		\$0.00	132.00	\$32,966.96
i. Draft and Final Reports	60.00	\$20,464.80	80.00	\$24,805.60		\$0.00		\$0.00	40.00	\$9,302.00	264.00	\$54,354.96		\$0.00		\$0.00	40.00	\$3,604.40	484.00	\$112,531.76
j. Presentation Materials	8.00	\$2,728.64	40.00	\$12,402.80		\$0.00		\$0.00	40.00	\$9,302.00	60.00	\$12,353.40		\$0.00		\$0.00		\$0.00	148.00	\$36,786.84
Total	217.00	\$74,014.36	453.00	\$140,461.71	0.00	\$0.00	0.00	\$0.00	80.00	\$18,604.00	971.00	\$199,919.19	0.00	\$0.00	0.00	\$0.00	40.00	\$3,604.40	1,761.00	\$436,603.66

Meetings include 1 hour for agenda, 1 hour for meeting, 1 hour for meeting minutes/action items for the Engineer 1. 1/2 hour travel each way for all attendees. (in-person meetings)

Total Metric Engineering	\$436,603.66
Total Ultra	\$81,625.90
Total (Lump Sum)	\$518,229.56
Grand Total (Lump Sum) Amount	\$518,229.56

BASIS OF HOURLY RATES

Metric Engineering, Inc.

Multiplier:

310.07%

Job Classification	Personnel	Current Salary Rate	Percent Employee Used	Salary Rate	Loaded Billable Rate
Principal Engineer	Work Activities:				
	Dale Cody, PE PTOE	\$ 110.00	100%	\$ 110.00	\$ 341.08
	AVERAGE HOURLY RATE CAPPED = \$ 110.00				
Project Manager	Work Activities:				
	Rolando Ramirez, PE	\$ 100.00	100%	\$ 100.00	\$ 310.07
	AVERAGE HOURLY RATE CAPPED = \$ 100.00				
Senior Engineer	Work Activities:				
	Renata Leach, PE	\$ 95.79	50%	\$ 47.90	\$ 279.28
	Aaron Zhou, PE	\$ 84.35	50%	\$ 42.18	\$ 279.28
	AVERAGE HOURLY RATE = \$ 90.07				
Engineer 2	Work Activities:				
	Chris Dew, PE	\$ 87.55	100%	\$ 87.55	\$ 271.47
	AVERAGE HOURLY RATE = \$ 87.55				
Engineer 1	Work Activities:				
	Jonathan Katz, PE	\$ 60.00	50%	\$ 30.00	\$ 205.89
	Andrew Ziermann, PE	\$ 72.80	50%	\$ 36.40	\$ 205.89
	AVERAGE HOURLY RATE = \$ 66.40				
Engineering Intern	Work Activities:				
	Taylor Rouse, EI	\$ 37.75	100%	\$ 37.75	\$ 117.05
	AVERAGE HOURLY RATE = \$ 37.75				
Senior Designer	Work Activities:				
	John Battle	\$ 62.89	33%	\$ 20.75	\$ 194.89
	Joseph Martin	\$ 59.80	33%	\$ 19.73	\$ 194.89
	Nehemias Gonzalez	\$ 65.78	34%	\$ 22.37	\$ 194.89
	AVERAGE HOURLY RATE = \$ 62.85				
CADD/Computer Tech	Work Activities:				
	Nicole Bonilla	\$ 22.00	33%	\$ 7.26	\$ 90.11
	Charles Chaz McIntosh	\$ 30.00	33%	\$ 9.90	\$ 90.11
	Michale Engle	\$ 35.00	34%	\$ 11.90	\$ 90.11
	AVERAGE HOURLY RATE = \$ 29.06				
GIS Specialist	Work Activities:				
	Simone Babb	\$ 75.00	100%	\$ 75.00	\$ 232.55
	AVERAGE HOURLY RATE = \$ 75.00				

Metric Engineering, Inc.		
Home Rates		
Labor	100.00%	
Overhead Rate	177.35%	
FCCM	0.350%	
Operating Margin	28.000%	
Direct Expense	4.37%	
Total Multiplier	310.07%	3.1007
<u>CLASSIFICATION</u>	<u>AVG RAW RATE</u>	<u>LOADED BILLABLE RATE</u>
Principal Engineer	110.00	341.08
Project Manager	100.00	310.07
Senior Engineer	90.07	279.28
Engineer 2	87.55	271.47
Engineer 1	66.40	205.89
Engineering Intern	37.75	117.05
Senior Designer	62.85	194.89
CADD/Computer Tech	29.06	90.11
GIS Specialist	75.00	232.55

Ultra Engineering		
Home Rates		
Labor	100.00%	
Overhead Rate	130.40%	
FCCM	0.542%	
Operating Margin	37.000%	
Direct Expense	0.00%	
Total Multiplier	267.94%	2.6794
<u>CLASSIFICATION</u>	<u>AVG RAW RATE</u>	<u>LOADED BILLABLE RATE</u>
Chief Engineer	86.00	230.43
Senior Engineer 2	77.00	206.31
Senior Engineer 1	76.00	203.63
Sr. ITS Inspector	56.00	150.05
Senior Designer	45.00	120.57
Senior Engineering Technician	25.00	66.99
Engineering Technician	20.00	53.59