

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 Kittelson & Associates, Inc., with a principal address at 851 SW 6th Avenue, Suite 600, Portland, OR 97204, and an office located at 225 E Robinson Street, Suite 355, Orlando, FL 32801, possessing FEIN# 93-0964447 (hereinafter referred to as "FIRM") under seal for the CR 475A (SW 27th Avenue) Improvements, (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 #23Q-225 - CR 475A (SW 27th Avenue) Improvements, the Offer, Scope and/or Specifications, Plans and/or Drawings, any/all Addenda as issued in support of this Solicitation and any/all Exhibits defined herein, Certificates of Insurance and Notice to Proceed or Purchase Order.

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

Section 3 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project and the FIRM 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 16 months ("Term"). **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence for all performance obligations of FIRM. 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 23Q-225, shall provide complete Professional Services as stated in the Solicitation and shall additionally adhere by the duties attached in **Exhibit A** for all services referred to herein as "Work." The Work shall particularly comply with the original RFP or Task Order that is part of the Contract Documents.

Section 6 – Compensation. COUNTY shall make payment of \$1,481,954.00, (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 due hereunder, if provided in the Contract Documents. FIRM's invoice shall describe

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

Section 7 – Assignment. FIRM may not transfer, assign or 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, 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 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 Firm/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 FIRM/Vendor does not own vehicles, the Firm/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.

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, severe floods, epidemics and pandemics.

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, 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 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.
- **Fraternalization:** 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.

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: Kittelson & Associates, Inc.
225 E Robinson Street, Suite 355, Orlando, FL 32801
CONTACT PERSON: Brandon Kelley | Phone: 407-373-1116

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

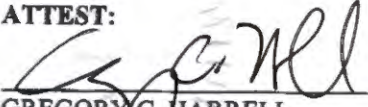
Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that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

Section 35 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of the Agreement.

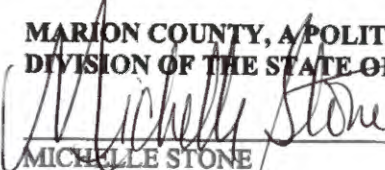
Section 36 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A, EXHIBIT B**

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

ATTEST:

 2/20/2024
GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

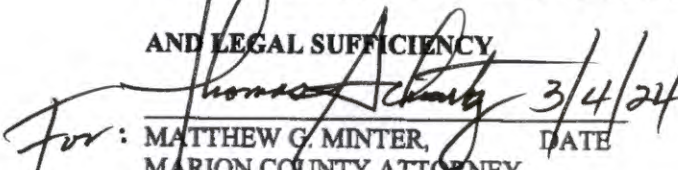
MARION COUNTY, A POLITICAL SUB-
DIVISION OF THE STATE OF FLORIDA

 2/20/2024
MICHELLE STONE DATE
CHAIRMAN


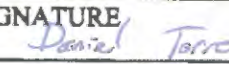
FOR USE AND RELIANCE OF MARION
COUNTY ONLY, APPROVED AS TO FORM

BCC APPROVED: February 20, 2024
23Q-225 | CR 475A (SW 27th Avenue)
Improvements

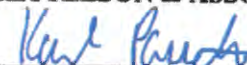
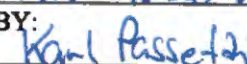
AND LEGAL SUFFICIENCY

 3/4/24
For: MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:


SIGNATURE

PRINTED NAME

KITTELSON & ASSOCIATES, INC.

 3/1/24
BY: DATE

PRINTED:
Vice-President
ITS: (TITLE)

WITNESS:

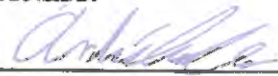

SIGNATURE
Andres Sevilla
PRINTED NAME

EXHIBIT A - SCOPE OF WORK

CR 475A – Task A

ROADWAY FINAL DESIGN

Marion County (CLIENT) has requested final roadway design services for the profile adjustment and realignment of CR 475A (SW 27th Ave) between SW 42nd Street and approximately 600-ft south of SW 55th Street Road to alleviate existing flooding issues. Roadway length is approximately 1.15 miles. The location of the proposed improvements is shown below.

Location Map



Project assumptions include:

- All work and improvements will be contained within the existing County Right of Way (ROW)
 - No ROW plans or legal descriptions will be required
- No environmental permits or clearances are required
- Topographic and boundary survey will be provided by JCH Consulting Group, Inc. (Subconsultant)
- Stormwater and hydraulic drainage analysis and design will be provided by Tillman & Associates Engineering, Inc. (Subconsultant)
- Structural analysis and design and Maintenance of Traffic plans will be provided by WGI (Subconsultant)
- Geotechnical analysis will be provided by Geo-Tech, Inc. (Subconsultant)

Should the County, project conditions, or other circumstances require changes to the above stated assumptions, or areas not previously described, Kittelson will prepare a proposal or amendment, at the client's request, that contains the Scope of Services, fee, and schedule required to complete the additional work items.

CLIENT FURNISHED INFORMATION (if available)

- Previous analysis
- Necessary CAD standards/borders
- Permitting requirements
- Any previous design projects along the corridor

SCHEDULE

Kittelson will begin performance of the following design services on the date written authorization to proceed is received. The schedule is also subject to timely delivery of information promised by the client and is exclusive of client and local review of interim products and is anticipated to an 8-month duration from receipt of the Notice to Proceed. Kittelson will prepare a detailed project schedule after the Notice to Proceed.

PROJECT MILESTONES

Kittelson will prepare construction plans and specifications as described below. The project will proceed through the following design phases:

- a) Phase I (30%)
- b) Phase II (60%)
- c) Phase II (90%)
- d) Final Plans

Specifically, the following tasks will be performed:

(Fee Sheet Task 3) PROJECT GENERAL AND COMMON TASKS

The following administrative and management-related tasks will be performed on this project.

A. Notice-To-Proceed

Prior to beginning work, Kittelson will meet with the CLIENT and other representatives with pertinent information to the project. The purpose of this meeting will be to:

- a. Establish general rules and criteria under which the plans will be prepared.
- b. Allow the CLIENT to provide pertinent data applicable to the project.
- c. Explain the financial administration of the project, and
- d. Render official Notice-to-Proceed letter.

B. Schedule

Kittelson will prepare a schedule that will include major tasks, key milestones and schedule of deliverables. The initial project schedule will be submitted at the notice to proceed meeting for review by the CLIENT

C. Progress Reports

Kittelson will prepare monthly progress reports to accompany invoicing. These reports will note progress to date and status of key deliverables.

D. Quality Control

Kittelson design will undergo QA/QC design and computation checks before each major project deliverable as part of our formal quality assurance program. Documentation of design calculations and quantity computations and the independent checking of same will be performed under the appropriate task.

E. Communication and Collaboration

Kittelson will work with the following agencies who have jurisdiction over the outcome of this project and are involved in adjacent ongoing construction projects. Anticipate two (2) one (1) hour meetings with the following agencies:

1. St. John's River Water Management District (SJRWMD)
2. US Army Corps of Engineers (If needed)

F. Project Meetings

Up to thirty-two (32) biweekly progress Meetings will be held throughout the life of the projects. Kittelson anticipates meetings following the 30%, 60% & 90% plan submittals; intermediate meetings as required to discuss project efforts and to identify and resolve critical issues. Plan review meetings will replace progress meetings as needed. Kittelson will prepare an agenda prior to each meeting and will follow up with meeting minutes indicating issues discussing and any action necessary to reach resolution.

(Fee Sheet Task 3) PUBLIC INVOLVEMENT & STAKEHOLDER COORDINATION

Public involvement will include both CR 475A Tasks A and B. Kittelson will prepare the following:

- Notifications – To be distributed through Every Door Direct Mailer to area residents. Notifications will inform residents of proposed design, public meeting, and construction schedule.
- Driveway modification letter – One (1) anticipated for Glen Hill Farms.
- Slide Deck Presentation – Will be developed for use within public meeting.
- Public Meeting – One (1) two (2) hour public meeting will be held. Meeting location to be coordinated with the County.
- Public meeting follow up – Kittelson will prepare responses to public comments.
- Commissioner meetings – Two (2) meetings with Commissioners at one (1) hour apiece.
- Kittelson will hold meetings with the following adjacent parcel owners or their representatives: Red Oak Farm, Glen Hill Farms, & Westbury Neighborhood HOA. Two (2) one (1) hour meetings will occur with each owner.

TOPOGRAPHIC AND BOUNDARY SURVEY

See JCH's scope within the Appendix.

(Fee Sheet Task 4) EXISTING CONDITIONS VERIFICATION

Kittelson will conduct one (1) four (4) hour field review (travel time included) with two (2) employees after initial survey. Kittelson will document findings and discuss potential conflicts and areas of concern with the CLIENT during one (1) one (1) hour review meeting.

One (1) additional four (4) hour field review with two (2) employees will occur during the design phase.

(Fee Sheet Tasks 4 & 5) ROADWAY DESIGN – 30%, 60%, 90% and Final

Kittelson will prepare the Final Design and Contract Documents for the new roadway in accordance with local, state, and national design guidance including the Florida Greenbook, Marion County Standards, and ADA.

The plans will be prepared in a conventional split-sheet format for the Plans and Profiles on 22" x 34" sheets. The plans will be prepared on design topographic survey. The sheets will be developed to a horizontal scale of 1" = 40' and vertical scale of 1" = 5'. The plan-profile sheets will show the project's complete horizontal and vertical alignments. Various elements such as pavement width, street and driveway crossings, drainage structures, and right-of-way and easement lines will be shown and dimensioned. Proposed drainage improvements will also be shown on the plan-profile sheets.

Typical sections will be prepared as appropriate to detail construction of roadway.

Cross-Sections will be developed at 50-foot intervals along the baseline of survey to scales of 1" = 10' horizontal and 1" = 5' vertical.

DRAINAGE DESIGN

See Tillman's scope within Appendix.

UTILITY COORDINATION

See JCH's scope within Appendix.

(Fee Sheet Task 7) PROPOSED UTILITY DESIGN COORDINATION

Kittelson will coordinate with utility owners on necessary and proposed utility relocations. Kittelson will facilitate meetings and review of proposed designs with utility owners and CLIENT.

(Fee Sheet Tasks 19 & 20) SIGNING AND PAVEMENT MARKINGS

Kittelson will design the signing and pavement markings in accordance with the current version of the MUTCD and FDOT Design Standards. The plans will provide the type, color and spacing of striping and raised pavement markings. Regulatory, warning, and directional signing will be prepared for the signing and pavement marking items.

EROSION CONTROL PLANS

See Tillman's scope within Appendix.

PERMITS

See Tillman's scope within Appendix.

STRUCTURAL DESIGN

See WGI's scope within Appendix.

MAINTENANCE OF TRAFFIC / STAGING DESIGN

See WGI's scope within Appendix.

Design Package Deliverables

These are the anticipated deliverables for the design tasks listed within this scope. Design specific notes, project detailing, labeling, individual sheet creation, and plan packaging is including within this work.

1. Phase I (30%)

- Roadway plans.

Sheet Number	Title	Number of Sheets
1	Cover/Signature Sheet	1
2-3	Typical Sections	2
4	Construction Layout	1
5-14	Plan & Profile	10
15	Drainage Map	1
16-25	Signing and Pavement Markings	10

1. Phase II (60%)

- Roadway Plans. The following plan sheets are anticipated:

Sheet Number	Title	Number of Sheets
1	Cover/Signature Sheet	1
2-3	General Notes	2
4-5	Tabulation of Quantities	2
6-7	Typical Sections	2
8-9	Details	2
10	Construction Layout	1
11-20	Plan & Profile	10
21-45	Cross-Sections	25
39	Drainage Map	1
40-44	Summary of Drainage Structures	5
46-48	Drainage Details	4
49-58	Signing and Pavement Markings	10

59-63	Wall Profile	5
64-65	Wall Details	2
66-67	Staging Typical's	2
68-97	Staging Design Plans	30
111	Erosion and Sediment Control Notes	15
<ul style="list-style-type: none"> • SJRWMD Environmental Permit Applications • Opinion of Probable Construction Costs • PDF of Deliverables 		
2. Phase III (90%)		
<ul style="list-style-type: none"> • Roadway Plans • Technical Specifications (As needed) and Bid Form • Opinion of Probable Construction Costs • PDF of Deliverables 		
3. Phase IV (Final Plans)		
<ul style="list-style-type: none"> • Roadway Plans • Technical Specifications (As needed) • Opinion of Probable Construction Costs • PDF of Deliverables 		

*Plan sheets will be prepared in PDF and on 11x17 format sheets. CAD files will be made available as requested and upon final project delivery. Any other format will be subject to additional services.

Opinion of Probable Construction Costs (OPC)

Kittelson will provide quantities and use the latest CLIENT provided bid tabs/unit costs OR Area 06 FDOT 6-Month Average Costs to produce OPCs for the 60%, 90%, and Final Submittal. Opinion of probable costs will include: COUNTY or FDOT pay item numbers, descriptions, units, quantities, unit prices, and total prices for respective quantities. Quantities will be attained from design files and modified, as needed, through the design process. Unit costs will also be updated at each phase.

Specifications Package and Bid Documents

Proposed work will be designed in accordance with the latest edition of FDOT Standard Specifications, FDOT Design Standards and the FDOT Design Manual. Kittelson will assemble any non-FDOT standard technical specifications and bid form to be incorporated into the bid package. The CLIENT will be responsible for the general conditions and assembling the bid package, and advertising. Kittelson will prepare the following items in the Bid Package:

- Identify pay items and work categories for specifications and bid form
- Review FDOT specifications for appropriate work efforts
- Identify the links to the FDOT and COUNTY website for appropriate specifications.
- Although not anticipated, Kittelson will prepare up to two (2) Technical Special Provisions if needed.

ADDITIONAL TASKS POST DESIGN

These additional services will be available at CLIENT's request but are not included in the fee and will require a work order amendment.

Bidding Assistance

Kittelson will perform post-design task when requested by CLIENT. Kittelson will provide the following services:

- Assist CLIENT during bidding of the project by responding to Bidder's questions received through Procurement or from the pre-bid meeting, by preparing addenda, as required. Attend and participate in Pre-Bid meeting.
- Review the bids received, review and verify the bid tabulation prepared by CLIENT, assist CLIENT in identifying the lowest responsible and responsive bidder, and prepare a formal recommendation of award.
- Assemble and prepare "Conformed Bid Documents" (Bid Documents as modified during the bid process).
- Provide a set of signed and sealed conformed construction plans (11" x 17") reflecting any addenda or changes issued as a result of the project bidding and award process - no later than seven (7) calendar days from project bid opening.
- A single PDF version of plans and one (1) AutoCAD electronic file format furnished to CLIENT.

Limited Construction Administration

- Kittelson will perform this post-design task when requested. It is anticipated that post-design services will begin shortly after design phase is completed.
- Kittelson will make field visits/observations as requested. These observations will not be exhaustive or continuous.
- Kittelson shall not be responsible for day-to-day inspection or material testing.
- Kittelson's review and approval of submittals such as shop drawings, product data, samples and other data will be for the limited purpose of checking for conformance with the design concept and the information in Kittelson's documents. This review will not include review of the accuracy or completeness of weights or gauges, fabrication processes, precautions, all of which are the sole responsibility of the contractor and other unrelated parties. Review of a specific item will not indicate that Kittelson has reviewed the entire assembly of which the item is a component.
- Kittelson will not be responsible for any deviations from Kittelson's documents or other documents which are not brought to the attention of Kittelson in writing by the contractor.
- Kittelson will not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the contractor or the safety precautions and programs incidental to the work of the contractor.
- Field visits will be scheduled as necessary for certification purposes or as requested. Visits will be billed for each occasion. It is assumed that the contractor will be responsible for preparing signed and sealed as-built plans.

Table 1:

	Project Disciplines	Billing Method	Proposed Fee
1	Kittelson (Prime) – Roadway Design & Traffic Analysis	Lump Sum	\$324,924
2	Tillman (Subconsultant) – Drainage & Permitting	Lump Sum	\$320,110
3	Geo-Tech (Subconsultant) – Geotechnical	Lump Sum	\$44,520
4	JCH (Subconsultant) – Surveying/Utility Coordination/RW	Lump Sum	\$17,690
5	WGI (Subconsultant) – Structural/MOT	Lump Sum	\$238,590
Total Fee =			\$945,834
Tillman (Subconsultant) – Optional Task – Pumping Analysis			\$113,360

APPENDIX

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: CR 475 (SW 27th Avenue) Task A
 County: Marion
 FPN: 0
 FAP No.: 1/0/1900

Consultant Name: Kittelson & Associates, Inc.
 Consultant No.: 29647
 Date: 1/12/2024
 Estimator: BRUCE W. KIDDER, PE

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Principal Engineer	Senior Engineer	Project Engineer	Engineer	Engineering Intern	Technician	Admin/Clerical	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project Common and Project General Tasks	268	62	0	40	40	0	40	39	27	0	0	0	0	268	\$68,364	\$217.74
4. Roadway Analysis	784	94	39	157	381	78	55	0	0	0	0	0	0	784	\$183,010	\$233.43
5. Roadway Plans	167	17	8	17	33	42	50	0	0	0	0	0	0	167	\$35,605	\$213.20
7. Utilities	44	22	0	22	0	0	0	0	0	0	0	0	0	44	\$11,838	\$269.00
18. Signing & Pavement Marking Analysis	123	12	6	12	37	49	7	0	0	0	0	0	0	123	\$27,133	\$220.56
20. Signing & Pavement Marking Plans	42	5	2	4	8	10	13	0	0	0	0	0	0	42	\$8,966	\$213.95
Total Staff Hours	1,426	232	65	252	479	178	165	39	27	0	0	0	0	1,426		
Total Staff Cost		\$66,120.00	\$18,115.00	\$63,766.00	\$106,517.00	\$34,547.00	\$28,545.00	\$6,162.00	\$2,862.00	\$0.00	\$0.00	\$0.00	\$0.00		\$324,924.00	\$227.54



**MARION COUNTY
CR475A (SW 27TH AVE) IMPROVEMENTS
TASK A**

Marion County
Board of County Commissioners
601 SE 25th Ave
Ocala, Florida 34471
352-438-2300

CONTRACT

Tillman & Associates Engineering, LLC hereafter referred to as **CONSULTANT** is pleased to provide the following Agreement for Professional Engineering Services for the proposed **PROJECT NAME** project in the County/City, State.

SCOPE OF WORK:

It is understood in this Agreement that the contract term will be for six (6) months for the roadway improvements of CR 475A associated with "Task A" with provisions for contract extension and/or additional negotiation at the discretion of the County, pending mutual Agreement and Board approval. For Task A, the CONSULTANT will provide design services, construction plans and bid documents for the immediate improvements to CR 475A to remedy the current roadway flooding situation and serve as a basis for a future four (4) lane roadway. Task A also includes an optional task to analyze pumping scenarios at the Glen Hill Farm flooding location. The services are more fully described in the following sections of this Agreement.

In addition, Tillman and Associates Engineering, LLC will meet with the Client as necessary to ensure that the necessary information is being provided in a timely manner.

TASK I - ENGINEERING PLANS

A. Service to include preparation of engineering plan sheets related to the drainage design (Primary and Secondary Drainage Maps, Drainage Details, Erosion Control Plan, etc.). Service will also include review and coordination of the overall plan set with Kittleson & Associates, including evaluation of cross-sections, to meet project's drainage goals and objectives. Construction Drawings for the proposed project to include the following:

1. Primary and Secondary Drainage Maps
2. Drainage Details
3. Erosion and Sediment Control Plan

Fee: \$79,500.00

TASK II - STORMWATER DESIGN

A. Stormwater Design

1. Service to include the design of stormwater conveyance systems associated with

the proposed roadway to meet St. Johns River Water Management District (SJRWMD) and COUNTY criteria. Calculations to include inlet, pipe, swale, and gutter spread to meet COUNTY criteria.

2. Service to include Stormwater Quantity and Quality design per St. Johns River Water Management District (SJRWMD) and COUNTY criteria. Task A (elevated roadway) anticipates addressing stormwater treatment and attenuation to be provided within the existing road right-of-way using open swales and earth ditch blocks. Task B (roundabout) anticipates providing treatment and attenuation within a Drainage Retention Area to be constructed with the project.
3. Service to include quantifying the floodplain impacts associated with the proposed roadway, and the necessary compensation to mitigate flooding impacts. Floodplain encroachment calculations will be used in negotiations with adjacent landowners. Determine offsite easement requirements.
3. Preparation of the required National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) application to the Client's awarded contractor. It is understood that the contractor will be responsible for signing the application and submitting it to FDEP and will be ultimately responsible for erosion and sediment control best management practices and system monitoring during construction.

Fee: \$184,450.00

TASK III - PERMITTING

A. SJRWMD - Environmental Resource Permit (ERP)

1. Service to include the preparation and submittal of the necessary ERP application for submittal to SJRWMD. Consultant will pursue a permit exemption with SJRWMD for the proposed road work.
2. Service to include Requests for Additional Information (RAIs).

Fee: \$38,000.00

TASK IV - MEETINGS

A. A CONSULTANT principal and/or project manager will prepare for and attend the following meeting during the construction plan approval process:

1. One (1) Kickoff meeting with COUNTY.
2. Four (4) meetings with COUNTY to occur following the 30%, 60%, 90%, and 100% plans submittals.

3. Four (4) meetings with COUNTY and stakeholders, including Pre-Bid, Pre-Con, and public meetings.

Fee: \$18,160.00

TASK V – OPTIONAL PUMP ANALYSIS

A. Service includes the following:

1. Quantify the expected runoff and flood impacts from selected design storm events.
2. Analyze and quantify the capacity of existing stormwater conveyance systems and Drainage Retention Area (DRA) to receive the pumped runoff.
3. Analyze pumping scenario and identify a feasible pump selection.
4. Develop a recommended operating procedure for the County to follow during pumping operations.

Fee: \$113,360.00

EXCLUSIONS

The tasks listed within the above proposal do not include the following items:

- Construction Administration Services per COMPENSATION Section A, other than those items specifically listed in this contract
- As-Built Certifications per COMPENSATION Section B.
- Reimbursables per the Section entitled Compensation/Out-of-Pocket Expenses
 - Photometric Services
- Survey Services other than those items specifically listed in this contract
- Environmental Services other than those items specifically listed in this contract
- Geotechnical Services other than those items specifically listed in this contract
 - Historical Preservation Permitting
- Archeological Studies
- Public Information Meetings
- SWFWMD Consumptive Use Permitting
- ACOE Permitting
- USFWCC Permitting
- Record Plat
- Survey, Construction Staking, and/or Final Lot Staking
- Transportation Consulting Services
- Potable Water Treatment Plant Design
 - Wastewater Treatment Plant Design
- FEMA Permitting
- Aerial Photography.
- Third Party Objections and/or Petitions Against a Permit
- Professional Testimony
- Noise Studies
- Offsite Utilities
 - Existing Utility Locates
- Preparation of Legal Documents including but not limited to: right-of-way dedication, easements, H.O.A. or Property Owner's Agreement documents, Covenants Deeds and Restrictions, Developer's Agreements, etc.
- As-Built field surveys for contractor and/or lending institutions
- Cost Estimates and/or Quantity Take-offs
- Printing Cost
- Mailing Cost
 - Copies
- Applications Fees

TASK SUMMARY

Task I	\$79,500.00
Task II	\$184,450.00
Task III	\$38,000.00
Task IV	\$18,160.00
Task V	\$113,360.00
Total	\$ 433,470.00

HOURLY RATE SCHEDULE

Professional Engineer V	\$295.00 /hour
Professional Engineer IV	\$230.00 /hour
Professional Engineer III	\$205.00 /hour
Professional Engineer II	\$185.00 /hour
Professional Engineer I	\$160.00 /hour
Engineer In Training II	\$130.00 /hour
Engineer In Training I	\$115.00 /hour
Landscape Architect III	\$125.00 /hour
Landscape Architect II	\$115.00 /hour
Landscape Architect I	\$105.00 /hour
Engineer Technician IV	\$140.00 /hour
Engineer Technician III	\$125.00 /hour
Engineer Technician II	\$110.00 /hour
Engineer Technician I	\$90.00 /hour
Planning Technician III	\$140.00 /hour
Planning Technician II	\$115.00 /hour
Planning Technician I	\$95.00 /hour
Field Representative II	\$100.00 /hour
Field Representative I	\$80.00 /hour
Technical Support / Analyst IV	\$150.00 /hour
Technical Support / Analyst III	\$135.00 /hour
Technical Support / Analyst II	\$120.00 /hour
Technical Support / Analyst I	\$95.00 /hour
Clerical / Permit Coordinator III	\$95.00 /hour
Clerical / Permit Coordinator II	\$85.00 /hour
Clerical / Permit Coordinator I	\$75.00 /hour
Copies, Mailings, Prints, etc.	Cost + 15%
Mileage	\$0.80/mile

GENERAL CONDITIONS

A. TERMINATION:

The Agreement may be terminated by either party upon thirty (30) days written notice.

B. DOCUMENTS:

All original drawings, computations, details, design calculations, and electronic media that result from Tillman & Associates Engineering, LLC., services are the property of Tillman & Associates Engineering, LLC. Upon payment in full for services completed, client may at his expense, obtain copies of any documents or reproducible copies of drawings. In doing so, client agrees that no additions, deletions, changes or revisions shall be made to same without the express written approval of Tillman & Associates Engineering, LLC.

C. FEE RENEGOTIATION:

The hourly rates given in this contract are for **construction administration services, as-built certifications, and additional services** requested by the client outside the scope of the contract tasks. The hourly rates are applicable through December 31st of the year the contract was executed, and are subject to renegotiation on January 1, each year, thereafter. Contract prices shall remain as quoted for two (2) years after execution of the contract after which, contract prices shall be renegotiated for any remaining tasks.

D. REGULATORY REQUIREMENTS:

The fees quoted herein are quoted based on all regulations, state and/or local that are presently in effect as of this contract date. If regulations change during the permitting and design phase of this project, Tillman & Associates Engineering, LLC., reserves the right to renegotiate fees for services that may be affected by regulatory changes.

E. PERMIT ACQUISITION:

Tillman & Associates Engineering, LLC., cannot guarantee the acquisition of all permits and/or approvals. However, we will do everything possible to achieve this goal. The Client is responsible for payment of all consulting fees due Tillman & Associates Engineering, LLC., regardless of agency and/or governmental actions.

F. PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

COMPENSATION

A. CONSTRUCTION ADMINISTRATION SERVICES

These additional services will be available at CLIENT's request but are not included in the fee and will require a work order amendment.

Service will include the following:

- Supporting the bid process, bid review, and bid award,
- Attending pre-construction, utility, coordination and progress meetings,
- Reviewing, commenting, and approving shop drawings and submittals,
- Providing responses for requests for information (RFI's) and clarification of design questions,
- Reviewing contractor pay applications and material quantities,
- Requesting and reviewing additional geotechnical testing,
- Revising plans and/or specifications for unforeseen conditions,
- Inspecting the site for adherence to project plans and specifications,
- Reviewing and commenting on as-built survey,
- Assisting with punch list items,
- Submitting follow-up permit modifications (as necessary).

B. AS-BUILT CERTIFICATIONS

These additional services will be available at CLIENT's request but are not included in the fee and will require a work order amendment.

Tillman & Associates Engineering, LLC., upon request from CLIENT, can provide the following services at an hourly rate as outlined in the Hourly Rate Schedule:

1. Conduct a final site visit and review the as-built survey for compliance with the original permits.
2. Submit certifications of completions and as-built drawings to the following State and local agencies as required:
 - a. Local Permitting Agency
 - b. Water Management District
 - c. Florida Department of Environmental Protection
 - d. Florida Department of Transportation

C. ADDITIONAL SERVICES:

Tillman & Associates Engineering, LLC., will be compensated for additional services, such as:

1. Any changes made outside the scope of services defined in this contract at the

Client's request.

2. Revisions caused by changes of governmental requirements after the date of this Agreement.
3. Redesign per client after preliminary design has been submitted to the approving agency.

D. OUT-OF-POCKET EXPENSES:

In addition to the fee schedule and additional services fees, Tillman & Associates Engineering, LLC., shall be reimbursed for out-of-pocket expenses which include, but are not limited to: blueprints, copies, plots, aerials, express deliveries, specialized postage, and travel outside of the Central Florida area.

E. ACCEPTANCE:

Tillman & Associates Engineering, LLC., will begin work immediately after receipt of this executed Agreement. Tillman & Associates Engineering, LLC. understands the significance of the Project schedule and will use its best efforts to perform the services outlined in an attempt to meet the Project schedule. Tillman & Associates Engineering, LLC., will consult with the Client to establish a mutually agreeable timetable to perform its services. Tillman & Associates Engineering, LLC., billing shall be sent on a bi-monthly basis and each shall reflect the percentage of work completed during the billing period. All invoices shall be paid within thirty (30) days. All unpaid balances after thirty (30) days shall be subject to a finance charge of 1.5% interest (per month). Tillman & Associates Engineering, LLC., reserves the right to withhold submittal of applications until such time that all unpaid balances have been satisfied. The undersigned will pay all costs and expenses, including a reasonable attorney's fee, incurred or paid by Tillman & Associates Engineering, LLC., in the collection of this obligation by suit or otherwise. Tillman & Associates Engineering, LLC., reserves the right to stop work on the above agreed scope of services if any invoice remains unpaid in its entirety for more than 45 days.

Any and all outstanding balances shall be paid or brought current before submittal of Final Improvement Drawings for approval by state and local agencies.

Thank you for your time and consideration. We look forward to working with you and your company.

APPROVED AND ACCEPTED THIS _____ DAY OF _____ 2024.

BY _____

TITLE _____

BY _____

J. David Tillman, P.E., President
Tillman & Associates Engineering, LLC.

Tillman & Associates
— ENGINEERING, LLC. —

www.tillmaneng.com
1720 SE 16th Ave., Bldg. 100
Ocala, FL 34471



January 3, 2024

TO: Brandon Kelley
Kittleson & Associates, Inc.
225 E. Robinson Street, Suite 355
Orlando, FL 32801

FROM: Henri Belrose
WGI, Inc.
800 N. Magnolia Avenue, Suite 1750
Orlando, FL 32803

RE: RFQ 23Q-225: CR 475A (SW 27th Avenue) Improvements
Marion County, FL
Scope and Fee Proposal

Mr. Kelley:

Please find the attached Exhibit "A" draft scope, staff hour, and fee proposal. WGI will provide design services for Tasks A and B of the referenced RFQ for the following activities:

- Temporary traffic control plan (TTCP)
- Temporary and permanent retaining walls

The draft scope, staff hours, and fee proposal are organized using FDOT standard scope of services activities and staff hour estimation forms.

Post-design services are not included with this fee proposal.

We look forward to working with you on this project.

A handwritten signature in blue ink, appearing to read 'Henri V. Belrose'.

Henri V. Belrose
VP – Senior Project Manager
WGI, Inc.

EXHIBIT "A"
TASK A

4 ROADWAY ANALYSIS

The CONSULTANT shall analyze and document Roadway Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

4.9 Temporary Traffic Control Plan Analysis

The CONSULTANT shall design a safe and effective Traffic Control Plan to move vehicular traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop offs within clear zone, and traffic monitoring sites. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times. The design shall include construction phasing of roadways to accommodate the construction or relocation of utilities when the contract includes Joint Project Agreements (JPAs).

The CONSULTANT shall consider the local impact of any lane closures or alternate routes. When the need to close a road is identified during this analysis, the CONSULTANT shall notify the County as soon as possible. Proposed road closings must be reviewed and approved by the County. Diligence shall be used to minimize negative impacts by appropriate specifications, recommendations or plans development. Local impacts to consider will be local events, holidays, peak seasons, detour route deterioration and other eventualities.

4.10 Master TTCP Design Files

The CONSULTANT shall develop master Traffic Control Plan (TCP) files showing each phase of the Traffic Control Plan.

4.16 TTCP Quantities

The CONSULTANT shall develop accurate quantities and the supporting documentation, including construction days when required.

4.17 Cost Estimate

4.20 Field Reviews

4.22 Technical Meetings

The CONSULTANT shall attend all technical meetings necessary to execute the Scope of Services of this contract. This includes meetings with County and/or Agency staff, progress review meetings (phase review), and miscellaneous meetings. The CONSULTANT shall prepare, and submit to the County for review, the meeting

minutes for all meetings attended by them. The meeting minutes are due within five (5) working days of attending the meeting.

4.23 Quality Assurance/Quality Control

It is the intention of the County that design CONSULTANTS are held responsible for their work, including plans review. The purpose of CONSULTANT plan reviews is to ensure that CONSULTANT plans follow state design criteria and that the CONSULTANT submittals are complete.

It is the CONSULTANTS responsibility to independently and continually QC their plans and other deliverables.

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONSULTANT under this contract.

The CONSULTANT shall adhere to FDOT Design Manual Section 124 QA/QC Management Plan.

The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other products and services.

4.25 Supervision

The CONSULTANT shall supervise all technical design activities.

4.26 Coordination

The CONSULTANT shall coordinate with all disciplines of the project to produce a final set of construction documents.

5 ROADWAY PLANS

The CONSULTANT shall prepare Temporary Traffic Control plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

5.17 Temporary Traffic Control Plan Sheets

5.18 Temporary Traffic Control Cross Section Sheets

5.19 Temporary Traffic Control Detail Sheets

5.26 Quality Assurance/Quality Control

See Roadway Analysis Section 4.23

4.25 Supervision

See Roadway Analysis Section 4.25

6a DRAINAGE ANALYSIS

The CONSULTANT shall analyze and document Drainage Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

6a.15 Temporary Drainage Analysis

Evaluate and address drainage to adequately drain the road and maintain existing offsite drainage during all construction phases.

6a.17 Cost Estimate

6a.27 Quality Assurance/Quality Control

See Roadway Analysis Section 4.23

6a.29 Supervision

See Roadway Analysis Section 4.25

6a.30 Coordination

See Roadway Analysis Section 4.26

9 STRUCTURES - SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS

The CONSULTANT shall analyze, design, and develop contract documents for all structures in accordance with applicable state design criteria. Contract documents shall display economic solutions for the given conditions.

The CONSULTANT shall provide Design Documentation with each submittal consisting of structural design calculations and other supporting documentation developed during the development of the plans. The design calculations submitted shall adequately address the complete design of all structural elements. The final design calculations shall be signed and sealed by a Florida-licensed professional engineer. A cover sheet indexing the contents of the calculations shall be included and the engineer shall sign and seal that sheet. All computer programs and parameters used in the design calculations shall include sufficient backup information to facilitate the review task.

9.8 Structures Quantities

9.9 Cost Estimate

The CONSULTANT shall produce a Wall Alternatives Analysis Report and exhibits summarizing permanent wall systems suitable for the project. Provide a recommended wall system based on evaluation of cost, constructability, aesthetics, and salvageability for future widening.

9.11 Field Reviews

9.12 Technical Meetings

See Roadway Analysis Section 4.22

9.13 Quality Assurance/Quality Control

See Roadway Analysis Section 4.23

9.15 Supervision

See Roadway Analysis Section 4.25

9.16 Coordination

See Roadway Analysis Section 4.26

17 STRUCTURES - RETAINING WALLS

The CONSULTANT shall prepare plans for Retaining Walls.

General Requirements

17.2 Horizontal Wall Geometry

Permanent Proprietary Walls

17.3 Vertical Wall Geometry

17.4 Semi-Standard Drawings

17.5 Wall Plan and Elevations (Control Drawings)

17.6 Details

Temporary Proprietary Walls

17.7 Vertical Wall Geometry

17.8 Semi-Standard Drawings

17.9 Wall Plan and Elevations (Control Drawings)

17.10 Details

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: CR 475A (SW 27th Ave) Improvements
 County: Marion
 FPN: RFQ 23Q-225
 EAP No.: 018

Consultant Name: WGI (subconsultant)
 Consultant No.: enter consultants proj. number
 Date: 1/8/2024
 Estimator: input name

Staff Classification	Total Staff Hours From "SH Summary File"	Br Project Manager	Senior Engineer 2	Senior Engineer 1	Engineer 2	Engineer 1	Engineer Intern	Designer	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	Staff Classification 13	SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	190	39	9	6	22	47	30	32	0	0	0	0	0	0	\$41,510	\$208.59
5. Roadway Plans	101	16	2	2	19	26	26	24	0	0	0	0	0	0	\$19,860	\$196.60
6a. Drainage Analysis	33	4	1	1	2	11	12	2	0	0	0	0	0	0	\$6,625	\$200.78
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permit and Env. Clearance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Design, Non-Task	213	0	45	40	43	26	42	17	0	0	0	0	0	213	\$47,495	\$222.98
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Mobile Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	552	0	116	105	112	66	108	46	0	0	0	0	0	552	\$123,186	\$223.01
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	1,087	58	170	154	189	170	228	129	0	0	0	0	0	1,087	\$238,990.00	\$217.49
Total Staff Cost		\$17,580.00	\$50,190.00	\$40,046.00	\$43,470.00	\$35,700.00	\$34,510.00	\$16,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$238,990.00	

Survey Field Days by Subconsultant
 4 - Person Crew:

Notes:

- This sheet to be used by Prime Consultant to calculate the Grand Total fee.
- Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

Check = \$238,990.00			
SALARY RELATED COSTS:			\$238,990.00
OVERHEAD:		0%	\$0.00
OPERATING MARGIN:		0%	\$0.00
FCGM (Facilities Capital Cost Money):		0.00%	\$0.00
EXPENSES:		0.00%	\$0.00
Survey (Field - If by Prime)	0	4-person crew days @	\$ / day
SUBTOTAL ESTIMATED FEE:			\$238,990.00
Subconsultant: Enter Name Sub 1			\$0.00
Subconsultant: Sub 2			\$0.00
Subconsultant: Sub 3			\$0.00
Subconsultant: Sub 4			\$0.00
Subconsultant: Sub 5			\$0.00
Subconsultant: Sub 6			\$0.00
Subconsultant: Sub 7			\$0.00
Subconsultant: Sub 8			\$0.00
Subconsultant: Sub 9			\$0.00
Subconsultant: Sub 10			\$0.00
Subconsultant: Sub 11			\$0.00
Subconsultant: Sub 12			\$0.00
SUBTOTAL ESTIMATED FEE:			\$238,990.00
Geotechnical Field and Lab Testing			\$0.00
SUBTOTAL ESTIMATED FEE:			\$238,990.00
Optional Services			\$0.00
GRAND TOTAL ESTIMATED FEE:			\$238,990.00



ENGINEERING • CONSULTING • GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION MATERIALS TESTING

January 5, 2024
Proposal No. 14118

Brandon Kelley, P.E.
Kittelson & Associates, Inc.
225 East Robinson Street, Suite 355
Orlando, Florida 32801

Reference: Proposed County Road 475A Improvements, Task A, Marion County, Florida
Budget Proposal for Geotechnical Engineering Consultant Services

Dear Mr. Kelley:

Per your request, Geo-Technologies, Inc. (Geo-Tech) is submitting this budget proposal to assist you on your project.

Based on our conversations and email correspondence with you, Geo-Tech understands the project consists of widening the road to four lanes and adding two retaining walls.

Geo-Tech's scope of services for this project will consist of the following:

- Fifteen (15) Standard Penetration Test (SPT) soil borings to depths of thirty (30) feet below existing site grade in the proposed north retaining wall area.
- Four (4) Standard Penetration Test (SPT) soil borings to depths of thirty (30) feet below existing site grade in the proposed south retaining wall area.
- Ten (10) asphalt cores in the existing roadway.
- Twenty (20) soil borings to depths of ten (10) feet below existing site grade in the proposed swale areas.
- Twenty (20) soil borings to depths of twenty (20) feet below existing site grade in the proposed drainage retention areas.
- Ten (10) field horizontal and ten (10) field vertical permeability tests in the proposed drainage retention areas.

Geo-Tech typically utilizes track-mounted type drill rigs which allow access to areas typically inaccessible with conventional truck-mounted drill rigs. However, low hanging trees, dense undergrowth and narrow pathways can restrict accessibility to the proposed boring locations. If the above mentioned site conditions exist at the site, Geo-Tech can provide you with an additional quote if clearing services are needed at the site.

Geo-Tech will record our boring locations utilizing a Garmin GPSMap64s unit for traceability as the project develops. Samples will be recovered from the retaining wall, swale, and drainage retention area soil borings per ASTM standards and returned to our laboratory for visual classification per the Unified Soil Classification Group System. Samples will be recovered from the roadway soil borings per ASTM standards and returned to our laboratory for visual classification per the AASHTO Classification Group System.

A report will be issued presenting our findings, evaluations and recommendations to aid in the foundation design of the proposed retaining wall and roadway areas. Our report will also include our findings including estimated seasonal high water table levels, depths to confining layers and permeability rates to guide design of the swale and drainage retention areas. Foundation design is not included within our scope of services.

Geo-Tech estimates our fee to provide the above mentioned scope of services to be \$44,520.00. Our scope of services may change depending on the subsurface conditions found and you will only be invoiced for the actual field exploration services performed at the unit rates shown on the attachment. Geo-Tech will not exceed our estimated total fee without authorization from you. The proposed scope of services and estimated prices are itemized and presented in Attachment A.

The report will be available about five (5) business days after the completion of the field exploration and associated laboratory testing services. Field exploration services will not be initiated until the signed authorization is received. Payment for services is required prior to delivery of the sealed reports.

We sincerely appreciate the opportunity to submit this budget proposal to you and understand the importance of providing prompt professional service to keep your project on schedule. Should you have any questions concerning this budget proposal or if we may be of further assistance, please do not hesitate to contact the undersigned.

Sincerely,



Grady N. Polk
Staff Engineer
GNP/CAH



Craig A. Hampy, P.E.
Senior Project Engineer

Proposed County Road 475A Improvements, Task A
Marion County, Florida

January 5, 2024
Proposal No. 14118

Please complete the following authorization form and return via email to Grady N. Polk at gpolk@geotechfl.com to schedule the proposed field work.

Signed authorization below gives Geo-Tech, Inc. authorization to collect interest as allowed by the State of Florida on all accounts not paid in full within thirty (30) days. In addition, the signee will be responsible for all attorney fees charged for collection of this invoice.

Authorization Signature: _____ Date: _____

Authorization Name (Please Print): _____

Representing (Company Name): _____

Billing/Mailing Address: _____

Phone No.: _____ Email: _____

GEO-TECH, INC.

Attachment A

Proposed Scope of Services and Estimated Prices

Attachment A
Proposed Scope of Services and Estimated Prices

Field Services:

• Mobilization of Men and Equipment 1 mobilization @ 400.00/each	\$400.00
• Direct Push Boring & Sampling 20 borings @ 10 L.F. @ 12.00/L.F.	\$2,400.00
• Direct Push Boring & Sampling 20 borings @ 20 L.F. @ 12.00/L.F.	\$4,800.00
• Standard Penetration Test (SPT) Boring & Sampling 19 borings @ 30 L.F. @ 15.00/L.F.	\$8,550.00
• Bentonite Seal of Borehole 570 L.F. @ 5.00/L.F.	\$2,850.00
• Asphalt Core 10 @ 50.00/each	\$500.00
• Asphalt Patch 10 @ 10.00/each	\$100.00
• Maintenance of Traffic Estimate* 5 days @ \$2,500.00/day	\$12,500.00

Laboratory Services:

• Soil Classification 20 hours @ 65.00/hour	\$1,300.00
• Laboratory Testing Allowance 1 allowance @ 1,500.00/each	\$1,500.00

Professional and Technical Services:

• Senior Project Engineer 28 hours @ 155.00/hour	\$4,340.00
• Soil Scientist 32 hours @ 110.00/hour	\$3,520.00
• CADD Draftsman 20 hours @ 75.00/hour	\$1,500.00
• Administration 4 hours @ 65.00/hour	\$260.00

Total \$44,520.00

* Maintenance of Traffic is currently an estimate of the cost. A revised proposal will be issued once the pricing has been determined.

JCH
Consulting Group, Inc.

426 SW 15th Street
Ocala, FL 34471
Phone 352-405-1482
www.JCHcg.com

January 5, 2024

Brandon Kelley, PE
Kittelson & Associates, Inc
225 East Robinson Street, Suite 355
Orlando, Florida 32801

RE: CR 475 A – Approximately 6000 Linear Feet

BK,

Thank you for considering JCH Consulting Group. After reviewing materials from our office, I have determined a fee for each task as listed below for the requested services. This will include the following tasks on the project listed above in Marion County, Florida:

- | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| <ul style="list-style-type: none">• <u>Task #A Route Survey:</u>• Horizontal and Vertical data will meet or exceed Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050-052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.• Locate existing conditions along contiguous roadways• Confirm FEMA Flood Elevation• State Plane Coordinates• Location of Trees 10" and larger• All easements depicted on survey as furnished by client or platted• Locate all above ground utilities (gate valves, water meters, etc.)• Locate existing conditions along contiguous roadways• Vertical datum will be on NAVD 1988• Contours will be shown on a 1' for minor, and 5' for major• All easements depicted on survey as furnished by client or platted• Contours will be collected on a 100' grid• Spot elevations will be depicted at 50 foot intervals• Locate all above ground utilities (gate valves, water meters, sprinkler heads, power poles etc.) | <p>Fee: \$17,690.00</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|

• **Task #B Route Survey & Sketch of Description:**

Fee: \$9,110.00

- Horizontal and Vertical data will meet or exceed Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050-052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
- Locate existing conditions along contiguous roadways
- Confirm FEMA Flood Elevation
- State Plane Coordinates
- Location of Trees 10" and larger
- All easements depicted on survey as furnished by client or platted
- Locate all above ground utilities (gate valves, water meters, etc.)
- Locate existing conditions along contiguous roadways
- Vertical datum will be on NAVD 1988
- Contours will be shown on a 1' for minor, and 5' for major
- All easements depicted on survey as furnished by client or platted
- Contours will be collected on a 100' grid
- Spot elevations will be depicted at 50 foot intervals
- Locate all above ground utilities (gate valves, water meters, sprinkler heads, power poles etc.)
- Prepare one (1) Sketch of Description for proposed DRA. Location to be provided by project engineer.

Classification	Rates	Classification	Rates
Professional Surveyor/Mapper	\$130	2 Person Survey Crew	\$110
CAD Technician	\$75	3 Person Survey Crew	\$130
Clerical	\$45	Vvh in pavement	\$550 ea
GIS/Mapping Technician	\$75	Vvh out of pavement	\$400

Task #A - Route Survey:

	Professional Surveyor / Mapper	CAD Tech	Clerical	2 Person Surveyor Crew	Total
Price / Hr,	\$130.00	\$75.00	\$45.00	\$110.00	
Coordination	6	8	2		
Control	6	8		40	
Topographic Collection	8	40		56	
QA/QC	12				
Total	\$4,160.00	\$4,200.00	\$90.00	\$9,240.00	\$17,690.00

Task #B - Route Survey & Sketch of Description:

	Professional Surveyor / Mapper	CAD Tech	Clerical	2 Person Surveyor Crew	Total
Price / Hr,	\$130.00	\$75.00	\$45.00	\$110.00	
Coordination	2	4	2		
Control	2	4		16	
Topographic Collection	6	20		28	
QA/QC	6				
Total	\$2,080.00	\$2,100.00	\$90.00	\$4,840.00	\$9,110.00

Once the proposal is authorized, we anticipate a completion date of 30 – 40 days subsequent to. The requested services will be delivered in an electronic drawing file in Civil 3D 2023 format and plotted 24"x36" maps. Upon completion an invoice will be delivered with the final map and drawing file. Payment will be due within 30 days of the invoice date.

Terms of this proposal are valid for 30 days from date of proposal. If you have any questions regarding this proposal, or for any further information, please do not hesitate to call.

Sincerely,

Chris Howson

Chris Howson, P.S.M., C.F.M., (FL., MS)
President
JCH Consulting Group, Inc.





225 East Robinson Street, Suite 355
Orlando, FL 32801
P 407.540.0555 F 407.540.

CR 475A – TASK B – SCOPE OF WORK

January 29, 2024

Project #: 29647

Tracy Straub, PE
Assistant County Administrator
Marion County Board of County Commissioners
601 SE 25th Avenue
Ocala, FL 34471

Dear Tracy:

Attached is the scope for transportation design services associated with the CR 475A and SW 66th Street roundabout design. This scope was developed based on our discussions with you, our review of the proposed scope, and our review of the existing conditions.

We propose to conduct the services on a lump sum, as a percent (%) complete, basis for **\$536,119** (detailed in Table 1 – pg. 9)

Kittelison anticipates completion of the 100% design plans within eight (8) months from the date of work order authorization.

Please review this scope at your earliest convenience and thank you for the opportunity to work on this project. If you have any questions, please call us at 407.373.1127.

Sincerely,
KITTELSON & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'Brandon Kelley'.

Brandon Kelley
Associate Engineer

ROADWAY FINAL DESIGN

Marion County (CLIENT) has requested final roadway design services for a multilane roundabout at the intersection of CR 475A (SW 27th Ave) and SW 66th Street. There will also be profile adjustments and drainage improvements to improve existing drainage conditions. The location of the proposed improvements is shown below. Proposed improvements total 0.35 miles.



Project assumptions include:

- No environmental permits or clearances are required
- Topographic and boundary survey will be provided by JCH Consulting Group, Inc. (Subconsultant)
- Stormwater and hydraulic drainage analysis and design will be provided by Tillman & Associates Engineering, Inc. (Subconsultant)
- Structural analysis and design and Maintenance of Traffic plans will be provided by WGI (Subconsultant)
- Geotechnical analysis will be provided by Geo-Tech, Inc. (Subconsultant)

Should the County, project conditions, or other circumstances require changes to the above stated assumptions, or areas not previously described, Kittelson will prepare a proposal or amendment, at the client's request, that contains the Scope of Services, fee, and schedule required to complete the additional work items.

CLIENT FURNISHED INFORMATION (if available)

- Previous analysis
- Necessary CAD standards/borders
- Permitting requirements
- Any previous design projects at the intersection

SCHEDULE

Design Services (Tasks 2.1 through 2.14): Kittelson will begin performance of the following design services on the date written authorization to proceed is received. The schedule is also subject to timely delivery of information promised by the client and is exclusive of client and local review of interim products and is anticipated to an 8-month duration from receipt of the Notice to Proceed. Kittelson will prepare a detailed project schedule after the Notice to Proceed.

PROJECT MILESTONES

Kittelson will prepare construction plans and specifications as described below. The project will proceed through the following design phases:

- a) Phase I (30%)
- b) Phase II (60%)
- c) Phase II (90%)
- d) Final Plans

Specifically, the following tasks will be performed.

TASK 2.1: PROJECT GENERAL AND COMMON TASKS

The following administrative and management-related tasks will be performed on this project.

A. Notice-To-Proceed

Prior to beginning work, Kittelson will meet with the CLIENT and other representatives with pertinent information to the project. The purpose of this meeting will be to:

- a. Establish general rules and criteria under which the plans will be prepared.
- b. Allow the CLIENT to provide pertinent data applicable to the project.
- c. Explain the financial administration of the project, and
- d. Render official Notice-to-Proceed letter.

B. Schedule

Kittelson will prepare a schedule that will include major tasks, key milestones and schedule of deliverables. The initial project schedule will be submitted at the notice to proceed meeting for review by the CLIENT.

C. Progress Reports

Kittelson will prepare monthly progress reports to accompany invoicing. These reports will note progress to date and status of key deliverables.

D. Quality Control

Kittelson design will undergo QA/QC design and computation checks before each major project deliverable as part of our formal quality assurance program. Documentation of design calculations and quantity computations and the independent checking of same will be performed under the appropriate task.

E. Communication and Collaboration

Kittelson will work with the following agencies who have jurisdiction over the outcome of this project. Anticipate two (2) one (1) hour meetings with the following agencies:

1. St. John's River Water Management District (SJRWMD)

F. Project Meetings

Up to sixteen (16) Progress Meetings will be held throughout the life of the projects. Kittelson anticipates meetings following the 30%, 60% & 90% plan submittals; intermediate meetings as required to discuss project efforts and to identify and resolve critical issues. Plan review meetings will replace progress meetings as needed. Kittelson will prepare an agenda prior to each meeting and will follow up with meeting minutes indicating issues discussing and any action necessary to reach resolution.

TASK 2.2: TOPOGRAPHIC

See JCH's scope within Appendix.

(Fee Sheet Task 4) EXISTING CONDITIONS VERIFICATION

Kittelson will conduct one (1) four (4) hour field review (travel time included) with two (2) employees after initial survey. Kittelson will document findings and discuss potential conflicts and areas of concern with the CLIENT during one (1) one (1) hour review meeting.

One (1) additional four (4) hour field review with two (2) employees will occur during the design phase.

(Fee Sheet Task 4) INTERSECTION ANALYSIS & PRELIMINARY ENGINEERING REPORT

Prior to commencing design activities, Kittelson will analyze the existing signal and a roundabout (2x1 & 2x2 configurations) at the SW 66th Street intersection. Kittelson will not include any stop control analysis of the intersection as the intersection is currently signalized. **The County will provide existing signal timing information, available crash data, and available traffic counts.**

Kittelson will use the provided information to assess operational feasibility of signal modifications and the roundabout designs. Volumes will be used to develop future opening (2025) and design (2045) year traffic volumes. Kittelson will also develop concepts for each roundabout configuration to assess any fatal flaw ROW impacts and overall ROW impacts.

Kittelson will use FDOT's Safety Performance for ICE (SPICE) tool to conduct a safety assessment for the signal and roundabout alternatives. FDOT's State 1 ICE Form will be completed to summarize the results and will include a Benefit/Cost analysis based upon proposed intersection modifications.

The ICE Form, concepts, and supporting documentation will be provided to the County for review and selection of a preferred alternative. Kittelson will revise the study in response to the County's comments and will provide the County with a final concept, final report, ICE Form, and supporting documentation.

(Fee Sheet Tasks 4 & 5) ROADWAY DESIGN – 30%, 60%, 90% and Final

Kittelson will prepare the Final Design and Contract Documents for the new roadway in accordance with local, state, and national design guidance including the Florida Greenbook, Marion County Standards, and ADA.

The plans will be prepared in a conventional split-sheet format for the Plans and Profiles on 22" x 34" sheets. The plans will be prepared on design topographic survey. The sheets will be developed to a horizontal scale of 1" = 40' and vertical scale of 1" = 5'. The plan-profile sheets will show the project's complete horizontal and vertical alignments. Various elements such as pavement width, street and driveway crossings, drainage structures, and right-of-way and easement lines will be shown and dimensioned. Proposed drainage improvements will also be shown on the plan-profile sheets.

Typical sections will be prepared as appropriate to detail construction of roadway.

Cross-Sections will be developed at 50-foot intervals along the baseline of survey to scales of 1" = 10' horizontal and 1" = 5' vertical.

DRAINAGE DESIGN

See Tillman's scope within Appendix.

UTILITY COORDINATION

See JCH's scope within Appendix.

(Fee Sheet Task 7) PROPOSED UTILITY DESIGN COORDINATION

Kittelson will coordinate with utility owners on necessary and proposed utility relocations. Kittelson will facilitate meetings and review of proposed designs with utility owners and CLIENT.

(Fee Sheet Tasks 19 & 20) SIGNING AND PAVEMENT MARKINGS

Kittelson will design the signing and pavement markings in accordance with the current version of the MUTCD and FDOT Design Standards. The plans will provide the type, color and spacing of striping and raised pavement markings. Regulatory, warning, and directional signing will be prepared for the signing

and pavement markings.

(Fee Sheet Tasks 23 & 24) LIGHTING DESIGN

Kittelson will conduct photometric analysis for lighting at the roundabout and include proposed lighting location and fixture information on the lighting plan sheets. Kittelson will coordinate with County and Ocala Electric Utility on preferred fixtures.

EROSION CONTROL PLANS

See Tillman's scope within Appendix.

PERMITS

See Tillman's scope within Appendix.

MAINTENANCE OF TRAFFIC / STAGING DESIGN

See WGI's scope within Appendix.

(Fee Sheet Tasks 25 & 26) LANDSCAPING

Kittelson will prepare landscaping/hardscaping plans for the central island. No landscaping is anticipated on the approaches. Kittelson will coordinate with the County on preferred planting palettes and maintenance. No irrigation is to be included. Planting palette will include drought tolerant, native species.

TASK 2.14: PUBLIC INVOLVEMENT & STAKEHOLDER COORDINATION

Kittelson shall prepare a presentation explaining the proposed intersection improvements and roundabout function. The presentation will be slide-deck format and feature the proposed design. Kittelson will present the presentation during a public meeting following 60% design. Kittelson anticipates one (1) two (2) hour public meeting. Kittelson will also prepare a video rendering of the roundabout showing vehicle movements on all approaches and through the intersection.

Kittelson will also meet with City/County Commissioners as requested by the CITY. Two (2) one (1) hour meetings are anticipated.

Design Package Deliverables

These are the anticipated deliverables for the design tasks listed within this scope. Design specific notes, project detailing, labeling, individual sheet creation, and plan packaging is including within this work.

1. Phase I (30%)

- Roadway plans.

Sheet Number	Task	Quantity
1	Cover/Signature Sheet	1
2-3	Typical Sections	2
4	Construction Layout	1
5-9	Plan & Profile	5
10	Drainage Map	1
11-15	Signing and Pavement Markings	5

2. Phase I (60%)

- Roadway Plans. The following plan sheets are anticipated:

Sheet Number	Title	Number of Sheets
1	Cover/Signature Sheet	1
2-3	General Notes	2
4-5	Tabulation of Quantities	2
6-7	Typical Sections	2
8-9	Details	2
10	Construction Layout	1
11-15	Plan & Profile	5
16-23	Cross-Sections	8
24	Drainage Map	1
25-26	Summary of Drainage Structures	2
27-30	Drainage Details	4
31-35	Signing and Pavement Markings	5
36-45	Staging Plans	10
46-55	Erosion and Pollution Control/Notes	10
56-62	Landscaping Plans and Details	7

- SJRWMD Environmental Permit Applications
- Opinion of Probable Construction Costs
- PDF of Deliverables

3. Phase II (90%)

- Roadway Plans
- Technical Specifications (As needed) and Bid Form
- Opinion of Probable Construction Costs
- PDF of Deliverables

4. Phase III (Final Plans)

- Roadway Plans
- Technical Specifications (As needed)
- Opinion of Probable Construction Costs
- PDF of Deliverables

*Plan sheets will be prepared in PDF and on 11x17 format sheets. CAD files will be made available as requested and upon final project delivery. Any other format will be subject to additional services.

Opinion of Probable Construction Costs (OPC)

Kittelson will provide quantities and use the latest CLIENT provided bid tabs/unit costs OR Area 06 FDOT 6-Month Average Costs to produce OPCs for the 60%, 90%, and Final Submittal. Opinion of probable costs will include: COUNTY or FDOT pay item numbers, descriptions, units, quantities, unit prices, and total

prices for respective quantities. Quantities will be attained from design files and modified, as needed, through the design process. Unit costs will also be updated at each phase.

Specifications Package and Bid Documents

Proposed work will be designed in accordance with the latest edition of FDOT Standard Specifications, FDOT Design Standards and the FDOT Design Manual. Kittelson will assemble any non-FDOT standard technical specifications and bid form to be incorporated into the bid package. The CLIENT will be responsible for the general conditions and assembling the bid package, and advertising. Kittelson will prepare the following items in the Bid Package:

- a. Identify pay items and work categories for specifications and bid form
- b. Review FDOT specifications for appropriate work efforts
- c. Identify the links to the FDOT and COUNTY website for appropriate specifications.
- d. Although not anticipated, Kittelson will prepare up to two (2) Technical Special Provisions if needed.

ADDITIONAL TASKS POST DESIGN

These additional services will be available at CLIENT's request but are not included in the fee and will require a work order amendment.

Bidding Assistance

Kittelson will perform post-design task when requested by CLIENT. Kittelson will provide the following services:

- Assist CLIENT during bidding of the project by responding to Bidder's questions received through Procurement or from the pre-bid meeting, by preparing addenda, as required. Attend and participate in Pre-Bid meeting.
- Review the bids received, review and verify the bid tabulation prepared by CLIENT, assist CLIENT in identifying the lowest responsible and responsive bidder, and prepare a formal recommendation of award.
- Assemble and prepare "Conformed Bid Documents" (Bid Documents as modified during the bid process).
- Provide a set of signed and sealed conformed construction plans (11" x 17") reflecting any addenda or changes issued as a result of the project bidding and award process - no later than seven (7) calendar days from project bid opening.
- A single PDF version of plans and one (1) AutoCAD electronic file format furnished to CLIENT.

Limited Construction Administration

- Kittelson will perform this post-design task when requested. It is anticipated that post-design services will begin shortly after design phase is completed.
- Kittelson will make field visits/observations as requested. These observations will not be exhaustive or continuous.
- Kittelson shall not be responsible for day-to-day inspection or material testing.

- Kittelson’s review and approval of submittals such as shop drawings, product data, samples and other data will be for the limited purpose of checking for conformance with the design concept and the information in Kittelson’s documents. This review will not include review of the accuracy or completeness of weights or gauges, fabrication processes, precautions, all of which are the sole responsibility of the contractor and other unrelated parties. Review of a specific item will not indicate that Kittelson has reviewed the entire assembly of which the item is a component.
- Kittelson will not be responsible for any deviations from Kittelson’s documents or other documents which are not brought to the attention of Kittelson in writing by the contractor.
- Kittelson will not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the contractor or the safety precautions and programs incidental to the work of the contractor.
- Field visits will be scheduled as necessary for certification purposes or as requested. Visits will be billed per occasion. It is assumed that the contractor will be responsible for preparing signed and sealed as-built plans.

Table 1:

	Project Phase Description	Billing Method	Proposed Fee
1	Kittelson (Prime) – Roadway Design & Traffic Analysis	Lump Sum	\$290,384
2	Tillman (Subconsultant) – Drainage & Permitting	Lump Sum	\$185,160
3	Geo-Tech (Subconsultant) – Geotechnical	Lump Sum	\$8,675
4	JCH (Subconsultant) – Surveying/Utility Coordination/RW	Lump Sum	\$11,480
5	WGI (Subconsultant) – MOT	Lump Sum	\$40,420
Total Fee =			\$536,119

APPENDIX

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: CR 475 (SW 27th Avenue) Task B
 County: Marion
 FPN: 0
 FAP No.: 1/0/1800

Consultant Name: Kibelson & Associates, Inc.
 Consultant No.: enter consultants proj. number
 Date: 1/23/2024
 Estimator: insert name

Staff Classification	Total Staff Hours From "BH Summary - Firm"	Project Manager	Principal Engineer	Senior Engineer	Project Engineer	Engineer	Engineering Intern	Technician	Admin/Clerical	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	BH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project Common and Project General Tasks	174	54	0	25	25	0	25	25	17	0	0	0	0	173	\$37,753	\$218.28
4. Roadway Analysis	555	57	25	111	254	56	39	0	0	0	0	0	0	555	\$128,579	\$233.48
5. Roadway Plans	83	8	4	8	17	21	25	0	0	0	0	0	0	83	\$17,845	\$212.59
7. Utilities	34	17	0	17	0	0	0	0	0	0	0	0	0	34	\$9,146	\$269.00
18. Signing & Pavement Marking Analysis	91	9	5	9	27	36	5	0	0	0	0	0	0	91	\$20,141	\$221.33
20. Signing & Pavement Marking Plans	35	4	2	4	7	8	10	0	0	0	0	0	0	35	\$7,573	\$218.37
23. Lighting Analysis	133	13	7	13	27	53	20	0	0	0	0	0	0	133	\$28,756	\$218.20
24. Lighting Plans	85	9	4	9	9	28	25	0	0	0	0	0	0	85	\$17,923	\$210.85
25. Landscape Analysis	70	7	7	0	13	29	14	0	0	0	0	0	0	70	\$14,984	\$213.77
26. Landscape Plans	33	3	3	0	7	7	13	0	0	0	0	0	0	33	\$6,895	\$208.94
Total Staff Hours	1,293	191	60	196	367	238	178	25	17	0	0	0	0	1,292		
Total Staff Cost		\$54,433.00	\$17,680.00	\$48,685.00	\$85,301.00	\$45,934.00	\$30,794.00	\$3,950.00	\$1,802.00	\$0.00	\$0.00	\$0.00	\$0.00		\$298,394.00	\$234.75



**MARION COUNTY
CR475A (SW 27TH AVE) IMPROVEMENTS
TASK B**

Marion County
Board of County Commissioners
601 SE 25th Ave
Ocala, Florida 34471
352-438-2300



1/16/2024

Marion County
Board of County Commissioners
601 SE 25th Ave
Ocala, Florida 34471

RE: CR475A (SW 27th Ave) Improvements
Proposal for Civil Engineering Services

Dear Sir or Madam,

Thank you for considering Tillman and Associates Engineering, LLC., for the opportunity to participate in your exciting new project! Our firm is unique in the fact that we are a multi-disciplinary firm that offers the services of Civil Engineering, Landscape, Architecture, Environmental Engineering, Geographical Information Systems (GIS) and Construction Engineering. Combining these disciplines in the same office provides for better collaboration and also provides our clients with the best and most comprehensive consulting services available.

Tillman and Associates, in conjunction with our sub-consultants, has worked seamlessly to bring our clients' visions to reality. While adhering to tight scheduling requirements, our projects have required us to be flexible so we can adapt to unforeseeable issues that demand an immediate response. We feel that our team is uniquely qualified to assist your company in achieving its goals for this project.

Thank you for the opportunity to be a part of this new project for your company and we look forward to working with you.

Sincerely,

CC: Masterfile w/enclosures
Client w/enclosures

CONTRACT

Tillman & Associates Engineering, LLC hereafter referred to as **CONSULTANT** is pleased to provide the following Agreement for Professional Engineering Services for the proposed **PROJECT NAME** project in the County/City, State.

SCOPE OF WORK:

It is understood in this Agreement that the contract term will be for six (6) months for the intersection improvements for CR 475A and SW 66th Street ("Task B"), with provisions for contract extension and/or additional negotiation at the discretion of the County, pending mutual agreement and Board approval. For Task B, the **CONSULTANT** will provide design services, construction plans and bid documents for a roundabout and other improvements at the intersection of CR 475A and SW 66th Street. The services are more fully described in the following sections of this agreement.

In addition, Tillman and Associates Engineering, LLC will meet with the Client as necessary to ensure that the necessary information is being provided in a timely manner.

TASK I - ENGINEERING PLANS

- A. Service to include preparation of engineering plan sheets related to the drainage design (Primary and Secondary Drainage Maps, Drainage Details, Erosion Control Plan, etc.). Service will also include review and coordination of the overall plan set with Kittleson & Associates, including evaluation of cross-sections, to meet project's drainage goals and objectives. Construction Drawings for the proposed project to include the following:

1. Primary and Secondary Drainage Maps
2. Drainage Details
3. Erosion and Sediment Control Plan

Fee: \$48,900.00

TASK II - STORMWATER DESIGN

- A. Stormwater Design

1. Service to include the design of stormwater conveyance systems associated with the proposed roadway to meet St. Johns River Water Management District (SJRWMD) and COUNTY criteria. Calculations to include inlet, pipe, swale, and gutter spread to meet COUNTY criteria.

2. Service to include Stormwater Quantity and Quality design per St. Johns River Water Management District (SJRWMD) and COUNTY criteria. Task A (elevated roadway) anticipates addressing stormwater treatment and attenuation to be provided within the existing road right-of-way using open swales and earth ditch blocks. Task B (roundabout) anticipates providing treatment and attenuation within a Drainage Retention Area to be constructed with the project.
3. Service to include quantifying the floodplain impacts associated with the proposed roadway, and the necessary compensation to mitigate flooding impacts. Floodplain encroachment calculations will be used in negotiations with adjacent landowners. Determine offsite easement requirements.
3. Preparation of the required National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) application to the Client's awarded contractor. It is understood that the contractor will be responsible for signing the application and submitting it to FDEP and will be ultimately responsible for erosion and sediment control best management practices and system monitoring during construction.

Fee: \$100,000.00

TASK III - PERMITTING

A. SJRWMD - Environmental Resource Permit (ERP)

1. Service to include the preparation and submittal of the necessary ERP application for submittal to SJRWMD. Consultant will pursue a permit exemption with SJRWMD for the proposed road work.
2. Service to include Requests for Additional Information (RAIs).

Fee: \$18,100.00

TASK IV - MEETINGS

A. A CONSULTANT principal and/or project manager will prepare for and attend the following meeting during the construction plan approval process:

1. One (1) Kickoff meeting with COUNTY.
2. Four (4) meetings with COUNTY to occur following the 30%, 60%, 90%, and 100% plans submittals.
3. Four (4) meetings with COUNTY and stakeholders, including Pre-Bid, Pre-Con, and public meetings.

Fee: \$18,160.00

EXCLUSIONS

The tasks listed within the above proposal do not include the following items:

- Construction Administration Services per COMPENSATION Section A, other than those items specifically listed in this contract
- As-Built Certifications per COMPENSATION Section B.
- Reimbursables per the Section entitled Compensation/Out-of-Pocket Expenses
- Photometric Services
- Survey Services other than those items specifically listed in this contract
- Environmental Services other than those items specifically listed in this contract
- Geotechnical Services other than those items specifically listed in this contract
- Historical Preservation Permitting
- Archeological Studies
- Public Information Meetings
- SWFWMD Consumptive Use Permitting
- ACOE Permitting
- USFWCC Permitting
- Record Plat
- Survey, Construction Staking, and/or Final Lot Staking
- Transportation Consulting Services
- Potable Water Treatment Plant Design
- Wastewater Treatment Plant Design
- FEMA Permitting
- Aerial Photography.
- Third Party Objections and/or Petitions Against a Permit
- Professional Testimony
- Noise Studies
- Offsite Utilities
- Existing Utility Locates
- Preparation of Legal Documents including but not limited to: right-of-way dedication, easements, H.O.A. or Property Owner's Agreement documents, Covenants Deeds and Restrictions, Developer's Agreements, etc.
- As-Built field surveys for contractor and/or lending institutions
- Cost Estimates and/or Quantity Take-offs
- Printing Cost
- Mailing Cost
- Copies
- Applications Fees

TASK SUMMARY

Task I	\$48,900.00
Task II	\$100,000.00
Task III	\$18,100.00
Task IV	\$18,160.00
Total	\$185,160.00

HOURLY RATE SCHEDULE

Professional Engineer V	\$295.00 /hour
Professional Engineer IV	\$230.00 /hour
Professional Engineer III	\$205.00 /hour
Professional Engineer II	\$185.00 /hour
Professional Engineer I	\$160.00 /hour
Engineer In Training II	\$130.00 /hour
Engineer In Training I	\$115.00 /hour
Landscape Architect III	\$125.00 /hour
Landscape Architect II	\$115.00 /hour
Landscape Architect I	\$105.00 /hour
Engineer Technician IV	\$140.00 /hour
Engineer Technician III	\$125.00 /hour
Engineer Technician II	\$110.00 /hour
Engineer Technician I	\$90.00 /hour
Planning Technician III	\$140.00 /hour
Planning Technician II	\$115.00 /hour
Planning Technician I	\$95.00 /hour
Field Representative II	\$100.00 /hour
Field Representative I	\$80.00 /hour
Technical Support / Analyst IV	\$150.00 /hour
Technical Support / Analyst III	\$135.00 /hour
Technical Support / Analyst II	\$120.00 /hour
Technical Support / Analyst I	\$95.00 /hour
Clerical / Permit Coordinator III	\$95.00 /hour
Clerical / Permit Coordinator II	\$85.00 /hour
Clerical / Permit Coordinator I	\$75.00 /hour
Copies, Mailings, Prints, etc.	Cost + 15%
Mileage	\$0.80/mile

GENERAL CONDITIONS

A. TERMINATION:

The agreement may be terminated by either party upon thirty (30) days written notice.

B. DOCUMENTS:

All original drawings, computations, details, design calculations, and electronic media that result from Tillman & Associates Engineering, LLC., services are the property of Tillman & Associates Engineering, LLC. Upon payment in full for services completed, client may at his expense, obtain copies of any documents or reproducible copies of drawings. In doing so, client agrees that no additions, deletions, changes or revisions shall be made to same without the express written approval of Tillman & Associates Engineering, LLC.

C. FEE RENEGOTIATION:

The hourly rates given in this contract are for **construction administration services, as-built certifications, and additional services** requested by the client outside the scope of the contract tasks. The hourly rates are applicable through December 31st of the year the contract was executed, and are subject to renegotiation on January 1, each year, thereafter. Contract prices shall remain as quoted for two (2) years after execution of the contract after which, contract prices shall be renegotiated for any remaining tasks.

D. REGULATORY REQUIREMENTS:

The fees quoted herein are quoted based on all regulations, state and/or local that are presently in effect as of this contract date. If regulations change during the permitting and design phase of this project, Tillman & Associates Engineering, LLC., reserves the right to renegotiate fees for services that may be affected by regulatory changes.

E. PERMIT ACQUISITION:

Tillman & Associates Engineering, LLC., cannot guarantee the acquisition of all permits and/or approvals. However, we will do everything possible to achieve this goal. The Client is responsible for payment of all consulting fees due Tillman & Associates Engineering, LLC., regardless of agency and/or governmental actions.

**F. PURSUANT TO FS 558.0035, EMPLOYEES OF
CONSULTANT
MAY NOT BE HELD INDIVIDUALLY LIABLE FOR
DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS
AGREEMENT.**

COMPENSATION

A. CONSTRUCTION ADMINISTRATION SERVICES

These additional services will be available at CLIENT's request but are not included in the fee and will require a work order amendment.

Service will include the following:

- Supporting the bid process, bid review, and bid award,
- Attending pre-construction, utility, coordination and progress meetings,
- Reviewing, commenting, and approving shop drawings and submittals,
- Providing responses for requests for information (RFI's) and clarification of design questions,
- Reviewing contractor pay applications and material quantities,
- Requesting and reviewing additional geotechnical testing,
- Revising plans and/or specifications for unforeseen conditions,
- Inspecting the site for adherence to project plans and specifications,
- Reviewing and commenting on as-built survey,
- Assisting with punch list items,
- Submitting follow-up permit modifications (as necessary).

B. AS-BUILT CERTIFICATIONS

These additional services will be available at CLIENT's request but are not included in the fee and will require a work order amendment.

Tillman & Associates Engineering, LLC., upon request from CLIENT, can provide the following services at an hourly rate as outlined in the Hourly Rate Schedule:

1. Conduct a final site visit and review the as-built survey for compliance with the original permits.
2. Submit certifications of completions and as-built drawings to the following State and local agencies as required:
 - a. Local Permitting Agency
 - b. Water Management District
 - c. Florida Department of Environmental Protection
 - d. Florida Department of Transportation

C. ADDITIONAL SERVICES:

Tillman & Associates Engineering, LLC., will be compensated for additional services, such as:

1. Any changes made outside the scope of services defined in this contract at the Client's request.
2. Revisions caused by changes of governmental requirements after the date of this agreement.
3. Redesign per client after preliminary design has been submitted to the approving agency.

D. OUT-OF-POCKET EXPENSES:

In addition to the fee schedule and additional services fees, Tillman & Associates Engineering, LLC., shall be reimbursed for out-of-pocket expenses which include, but are not limited to: blueprints, copies, plots, aerials, express deliveries, specialized postage, and travel outside of the Central Florida area.

E. ACCEPTANCE:

Tillman & Associates Engineering, LLC., will begin work immediately after receipt of this executed Agreement. Tillman & Associates Engineering, LLC. understands the significance of the Project schedule and will use its best efforts to perform the services outlined in an attempt to meet the Project schedule. Tillman & Associates Engineering, LLC., will consult with the Client to establish a mutually agreeable timetable to perform its services. Tillman & Associates Engineering, LLC., billing shall be sent on a bi-monthly basis and each shall reflect the percentage of work completed during the billing period. All invoices shall be paid within thirty (30) days. All unpaid balances after thirty (30) days shall be subject to a finance charge of 1.5% interest (per month). Tillman & Associates Engineering, LLC., reserves the right to withhold submittal of applications until such time that all unpaid balances have been satisfied. The undersigned will pay all costs and expenses, including a reasonable attorney's fee, incurred or paid by Tillman & Associates Engineering, LLC., in the collection of this obligation by suit or otherwise. Tillman & Associates Engineering, LLC., reserves the right to stop work on the above agreed scope of services if any invoice remains unpaid in its entirety for more than 45 days.

Any and all outstanding balances shall be paid or brought current before submittal of Final Improvement Drawings for approval by state and local agencies.

Thank you for your time and consideration. We look forward to working with you and your company.

APPROVED AND ACCEPTED THIS _____ DAY OF _____ 2024.

BY _____

TITLE _____

BY

J. David Tillman, P.E., President
Tillman & Associates Engineering, LLC.

Tillman & Associates
—ENGINEERING, LLC.—

www.tillmaneng.com
1720 SE 16th Ave., Bldg. 100
Ocala, FL 34471



January 3, 2024

TO: Brandon Kelley
Kittleson & Associates, Inc.
225 E. Robinson Street, Suite 355
Orlando, FL 32801

FROM: Henri Belrose
WGI, Inc.
800 N. Magnolia Avenue, Suite 1750
Orlando, FL 32803

RE: RFQ 23Q-225: CR 475A (SW 27th Avenue) Improvements
Marion County, FL
Scope and Fee Proposal

Mr. Kelley:

Please find the attached Exhibit "A" draft scope, staff hour, and fee proposal. WGI will provide design services for Tasks A and B of the referenced RFQ for the following activities:

- Temporary traffic control plan (TTCP)
- Temporary and permanent retaining walls

The draft scope, staff hours, and fee proposal are organized using FDOT standard scope of services activities and staff hour estimation forms.

Post-design services are not included with this fee proposal.

We look forward to working with you on this project.

A handwritten signature in blue ink, appearing to read 'Henri V. Belrose', is written over a light blue horizontal line.

Henri V. Belrose
VP – Senior Project Manager
WGI, Inc.

EXHIBIT "B"
TASK B

4 ROADWAY ANALYSIS

The CONSULTANT shall analyze and document Roadway Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

4.9 Temporary Traffic Control Plan Analysis

The CONSULTANT shall design a safe and effective Traffic Control Plan to move vehicular traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop offs within clear zone, and traffic monitoring sites. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times. The design shall include construction phasing of roadways to accommodate the construction or relocation of utilities when the contract includes Joint Project Agreements (JPAs).

The CONSULTANT shall consider the local impact of any lane closures or alternate routes. When the need to close a road is identified during this analysis, the CONSULTANT shall notify the County as soon as possible. Proposed road closings must be reviewed and approved by the County. Diligence shall be used to minimize negative impacts by appropriate specifications, recommendations or plans development. Local impacts to consider will be local events, holidays, peak seasons, detour route deterioration and other eventualities.

4.10 Master TTCP Design Files

The CONSULTANT shall develop master Traffic Control Plan (TCP) files showing each phase of the Traffic Control Plan.

4.16 TTCP Quantities

The CONSULTANT shall develop accurate quantities and the supporting documentation, including construction days when required.

4.17 Cost Estimate

4.20 Field Reviews

4.22 Technical Meetings

The CONSULTANT shall attend all technical meetings necessary to execute the Scope of Services of this contract. This includes meetings with County and/or Agency staff, progress review meetings (phase review), and miscellaneous meetings. The CONSULTANT shall prepare, and submit to the County for review, the meeting

minutes for all meetings attended by them. The meeting minutes are due within five (5) working days of attending the meeting.

4.23 Quality Assurance/Quality Control

It is the intention of the County that design CONSULTANTS are held responsible for their work, including plans review. The purpose of CONSULTANT plan reviews is to ensure that CONSULTANT plans follow state design criteria and that the CONSULTANT submittals are complete.

It is the CONSULTANT'S responsibility to independently and continually QC their plans and other deliverables.

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONSULTANT under this contract.

The CONSULTANT shall adhere to FDOT Design Manual Section 124 QA/QC Management Plan.

The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other products and services.

4.25 Supervision

The CONSULTANT shall supervise all technical design activities.

4.26 Coordination

The CONSULTANT shall coordinate with all disciplines of the project to produce a final set of construction documents.

5 ROADWAY PLANS

The CONSULTANT shall prepare Temporary Traffic Control plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

5.17 Temporary Traffic Control Plan Sheets

5.18 Temporary Traffic Control Cross Section Sheets

5.19 Temporary Traffic Control Detail Sheets

5.26 Quality Assurance/Quality Control

See Roadway Analysis Section 4.23

4.25 Supervision

See Roadway Analysis Section 4.25

6a DRAINAGE ANALYSIS

The CONSULTANT shall analyze and document Drainage Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

6a.15 Temporary Drainage Analysis

Evaluate and address drainage to adequately drain the road and maintain existing offsite drainage during all construction phases.

6a.17 Cost Estimate

6a.27 Quality Assurance/Quality Control

See Roadway Analysis Section 4.23

6a.29 Supervision

See Roadway Analysis Section 4.25

6a.30 Coordination

See Roadway Analysis Section 4.26

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: CR 475A (SW 27th Ave) Improvements
 County: Marion
 RFP#: RFQ 23Q-225
 FAP No.: n/a

Consultant Name: WGI (subconsultant)
 Consultant No.: enter consultant's proj. number
 Date: 1/8/2024
 Estimator: input name

Staff Classification	Total Staff Hours From WGI Summary Firm	Pr Project Manager	Senior Engineer 2	Senior Engineer 1	Engineer 2	Engineer 1	Engineer Intern	Designwr	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	153	28	0	0	17	28	39	24	0	0	0	0	0	154	\$32,220	\$209.22
5. Roadway Plans	22	4	0	0	2	4	6	6	0	0	0	0	0	21	\$4,168	\$197.22
6a. Drainage Analysis	20	2	1	1	1	7	7	1	0	0	0	0	0	20	\$4,050	\$202.50
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permitting and Env. Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dmg. Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	195	34	0	0	20	47	52	30	0	0	0	0	0	195		
Total Staff Cost		\$10,890.00	\$1,770.00	\$1,590.00	\$4,800.00	\$8,570.00	\$7,840.00	\$4,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$48,420.00	\$247.28

Survey Field Days by Subconsultant
 4 - Person Crew:

Notes:

- This sheet to be used by Prime Consultant to calculate the Grand Total fee.
- Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

SALARY RELATED COSTS:			
OVERHEAD:	0%		\$0.00
OPERATING MARGIN:	0%		\$0.00
PCCM (Facilities Capital Cost Money):	0.00%		\$0.00
EXPENSES:	0.00%		\$0.00
Survey (Field - If by Prime)	0	4-person crew days @	\$ / day
SUBTOTAL ESTIMATED FEE:			\$48,420.00
Subconsultant: Enter Name Sub 1			\$0.00
Subconsultant: Sub 2			\$0.00
Subconsultant: Sub 3			\$0.00
Subconsultant: Sub 4			\$0.00
Subconsultant: Sub 5			\$0.00
Subconsultant: Sub 6			\$0.00
Subconsultant: Sub 7			\$0.00
Subconsultant: Sub 8			\$0.00
Subconsultant: Sub 9			\$0.00
Subconsultant: Sub 10			\$0.00
Subconsultant: Sub 11			\$0.00
Subconsultant: Sub 12			\$0.00
SUBTOTAL ESTIMATED FEE:			\$48,420.00
Geotechnical Field and Lab Testing			\$0.00
SUBTOTAL ESTIMATED FEE:			\$48,420.00
Optional Services			\$0.00
GRAND TOTAL ESTIMATED FEE:			\$48,420.00



ENGINEERING CONSULTANTS IN GEOTECHNICAL, ENVIRONMENTAL, & CONSTRUCTION MATERIALS TESTING

January 5, 2024
Proposal No. 14119

Brandon Kelley, P.E.
Kittelson & Associates, Inc.
225 East Robinson Street, Suite 355
Orlando, Florida 32801

Reference: Proposed Round-a-Bout, Task B, County Road 475A Improvements
Marion County, Florida
Budget Proposal for Geotechnical Engineering Consultant Services

Dear Mr. Kelley:

Per your request, Geo-Technologies, Inc. (Geo-Tech) is submitting this budget proposal to assist you on your project.

Based on our conversations and email correspondence with you, Geo-Tech understands the project consists of a proposed round-a-bout located at the intersection of County Road 475A and SW 66th Street in Marion County, Florida.

Geo-Tech's scope of services for this project will consist of the following:

- Ten (10) soil borings to depths of six (6) feet below existing site grade in the proposed roadways areas.
- Five (5) asphalt cores in the existing roadway.

Geo-Tech typically utilizes track-mounted type drill rigs which allow access to areas typically inaccessible with conventional truck-mounted drill rigs. However, low hanging trees, dense undergrowth and narrow pathways can restrict accessibility to the proposed boring locations. If the above mentioned site conditions exist at the site, Geo-Tech can provide you with an additional quote if clearing services are needed at the site.

Geo-Tech will record our boring locations utilizing a Garmin GPSMap64s unit for traceability as the project develops. Samples will be recovered from the soil borings per ASTM standards and returned to our laboratory for visual classification per the AASHTO Classification Group System. A report will be issued presenting our findings, evaluations and recommendations to aid in the foundation design of the proposed roadway areas.

Geo-Tech estimates our fee to provide the above mentioned scope of services to be \$8,675.00. Our scope of services may change depending on the subsurface conditions found and you will only be invoiced for the actual field exploration services performed at the unit rates shown on the attachment. Geo-Tech will not exceed our estimated total fee without authorization from you. The proposed scope of services and estimated prices are itemized and presented in Attachment A.

The report will be available about five (5) business days after the completion of the field exploration and associated laboratory testing services. Field exploration services will not be initiated until the signed authorization is received. Payment for services is required prior to delivery of the sealed reports.

We sincerely appreciate the opportunity to submit this budget proposal to you and understand the importance of providing prompt professional service to keep your project on schedule. Should you have any questions concerning this budget proposal or if we may be of further assistance, please do not hesitate to contact the undersigned.

Sincerely,



Grady N. Polk
Staff Engineer
GNP/CAH



Craig A. Hampy, P.E.
Senior Project Engineer

Please complete the following authorization form and return via email to Grady N. Polk at gpolk@geotechfl.com to schedule the proposed field work.

Signed authorization below gives Geo-Tech, Inc. authorization to collect interest as allowed by the State of Florida on all accounts not paid in full within thirty (30) days. In addition, the signee will be responsible for all attorney fees charged for collection of this invoice.

Authorization Signature: _____ Date: _____

Authorization Name (Please Print): _____

Representing (Company Name): _____

Billing/Mailing Address: _____

Phone No.: _____ Email: _____

Attachment A

Proposed Scope of Services and Estimated Prices

Attachment A
Proposed Scope of Services and Estimated Prices

Field Services:

• Mobilization of Men and Equipment 1 mobilization @ 400.00/each	\$400.00
• Hand Auger Boring & Sampling 10 borings @ 6 L.F. @ 12.00/L.F.	\$720.00
• Asphalt Core 5 @ 50.00/each	\$250.00
• Asphalt Patch 5 @ 10.00/each	\$50.00
• Maintenance of Traffic Estimate* 2 days @ \$2,500.00/day	\$5,000.00

Laboratory Services:

• Soil Classification 1 hours @ 65.00/hour	\$65.00
• Laboratory Testing Allowance 1 allowance @ 400.00/each	\$400.00

Professional and Technical Services:

• Senior Project Engineer 5 hours @ 155.00/hour	\$775.00
• Soil Scientist 6 hours @ 110.00/hour	\$660.00
• CADD Draftsman 3 hours @ 75.00/hour	\$225.00
• Administration 2 hours @ 65.00/hour	\$130.00

Total \$8,675.00

* Maintenance of Traffic is currently an estimate of the cost. A revised proposal will be issued once the pricing has been determined.

JCH

Consulting Group, Inc.

426 SW 15th Street
Ocala, FL 34471
Phone 352-405-1482
www. JCHcg.com

January 29, 2024

Brandon Kelley, PE
Kittelson & Associates, Inc
225 East Robinson Street, Suite 355
Orlando, Florida 32801

RE: CR 475 A – Approximately 6000 Linear Feet

BK,

Thank you for considering JCH Consulting Group. After reviewing materials from our office, I have determined a fee for each task as listed below for the requested services. This will include the following tasks on the project listed above in Marion County, Florida:

- **Task #A Route Survey:** Fee: \$17,690.00
 - Horizontal and Vertical data will meet or exceed Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050-052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
 - Locate existing conditions along contiguous roadways
 - Confirm FEMA Flood Elevation
 - State Plane Coordinates
 - Location of Trees 10" and larger
 - All easements depicted on survey as furnished by client or platted
 - Locate all above ground utilities (gate valves, water meters, etc.)
 - Locate existing conditions along contiguous roadways
 - Vertical datum will be on NAVD 1988
 - Contours will be shown on a 1' for minor, and 5' for major
 - All easements depicted on survey as furnished by client or platted
 - Contours will be collected on a 100' grid
 - Spot elevations will be depicted at 50 foot intervals
 - Locate all above ground utilities (gate valves, water meters, sprinkler heads, power poles etc.)

• **Task #B Route Survey & Sketch of Description:**

Fee: \$11,480.00

- Horizontal and Vertical data will meet or exceed Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050-052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
- Locate existing conditions along contiguous roadways
- Confirm FEMA Flood Elevation
- State Plane Coordinates
- Location of Trees 10" and larger
- All easements depicted on survey as furnished by client or platted
- Locate all above ground utilities (gate valves, water meters, etc.)
- Locate existing conditions along contiguous roadways
- Vertical datum will be on NAVD 1988
- Contours will be shown on a 1' for minor, and 5' for major
- All easements depicted on survey as furnished by client or platted
- Contours will be collected on a 100' grid
- Spot elevations will be depicted at 50 foot intervals
- Locate all above ground utilities (gate valves, water meters, sprinkler heads, power poles etc.)
- Prepare five (5) Sketch of Descriptions for proposed DRA and four property acquisitions. Location to be provided by project engineer.

Classification	Rates	Classification	Rates
Professional Surveyor/Mapper	\$130	2 Person Survey Crew	\$110
CAD Technician	\$75	3 Person Survey Crew	\$130
Clerical	\$45	Vvh in pavement	\$550 ea
GIS/Mapping Technician	\$75	Vvh out of pavement	\$400

Task #A - Route Survey:

	Professional Surveyor / Mapper	CAD Tech	Clerical	2 Person Surveyor Crew	Total
Price / Hr,	\$130.00	\$75.00	\$45.00	\$110.00	
Coordination	6	8	2		
Control	6	8		40	
Topographic Collection	8	40		56	
QA/QC	12				
Total	\$4,160.00	\$4,200.00	\$90.00	\$9,240.00	\$17,690.00

Task #B - Route Survey & Sketch of Description:

	Professional Surveyor / Mapper	CAD Tech	Clerical	2 Person Surveyor Crew	Total
Price / Hr,	\$130.00	\$75.00	\$45.00	\$110.00	
Coordination	2	4	2		
Control	2	4		16	
Topographic Collection	6	36		28	
QA/QC	15				
Total	\$3,250.00	\$3,300.00	\$90.00	\$4,840.00	\$11,480.00

Once the proposal is authorized, we anticipate a completion date of 30 – 40 days subsequent to. The requested services will be delivered in an electronic drawing file in Civil 3D 2023 format and plotted 24"x36" maps. Upon completion an invoice will be delivered with the final map and drawing file. Payment will be due within 30 days of the invoice date.

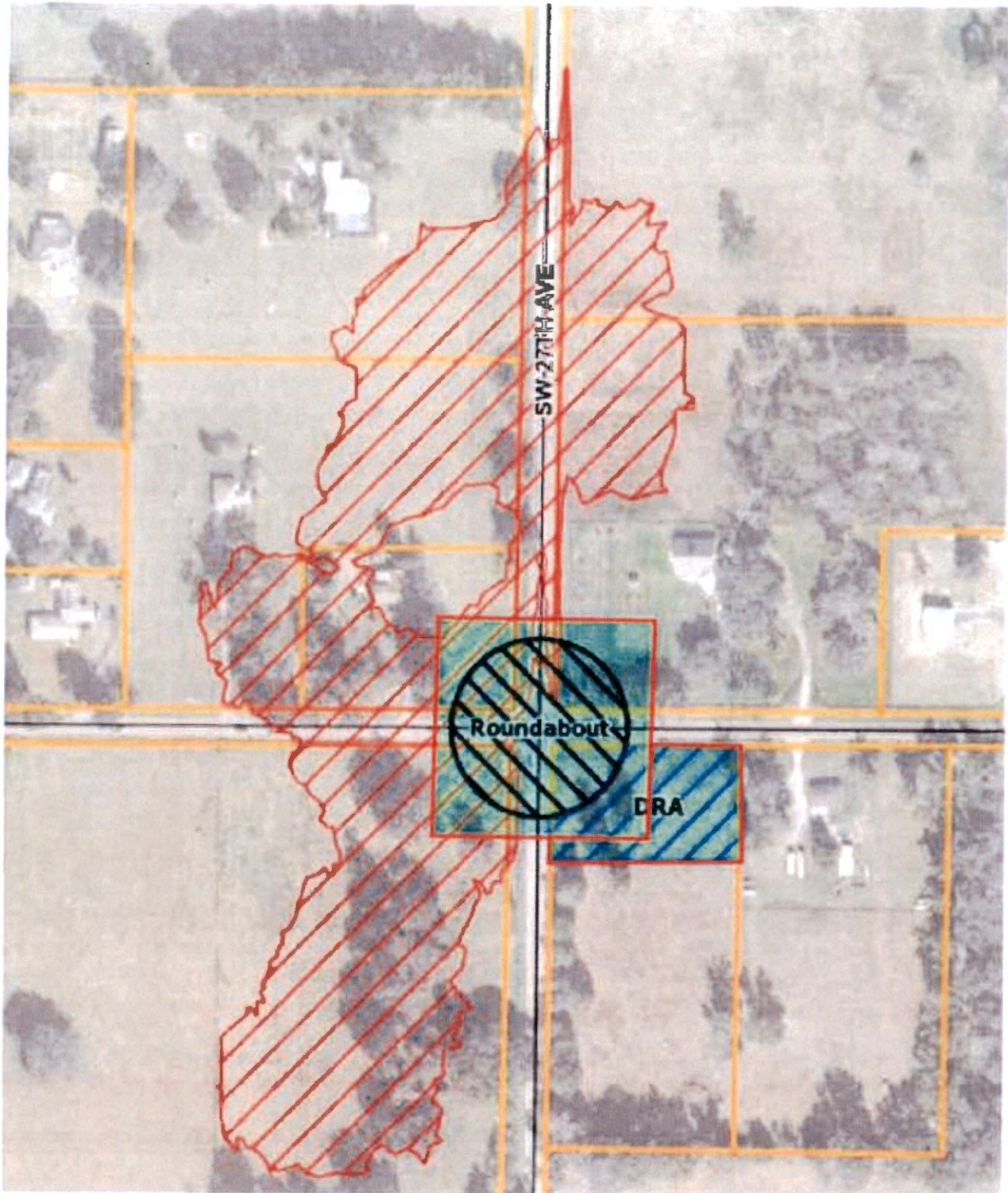
Terms of this proposal are valid for 30 days from date of proposal. If you have any questions regarding this proposal, or for any further information, please do not hesitate to call.

Sincerely,

Chris Howson

Chris Howson, P.S.M., C.F.M., (FL., MS)
President
JCH Consulting Group, Inc.

Task "B"



JCH
 CONSULTING GROUP, INC.
 LAND DEVELOPMENT • SURVEYING & MAPPING
 PLANNING • ENVIRONMENTAL • G.I.S.
 3120 NW MITCHELL ROAD, OCALA, FLORIDA 34475
 PHONE (352) 405-1482 FAX (888) 373-8335 www.JCHfg.com
 CERTIFICATE OF AUTHORIZATION - LB 0071

DRAWN: C.J.H.

REVISED:

CHECKED: C.J.H.

APPROVED: C.J.H.

SCALE: NTS

23Q-225 CR 475A (SW 27th Avenue) Improvements
Exhibit B – Fee Schedule

Task A Fee Schedule

Project		Billing Method	Fee
1	Kittelson (Prime) – Roadway Design & Traffic Analysis	Lump Sum	\$324,924
2	Tillman (Subconsultant) – Drainage & Permitting	Lump Sum	\$320,110
3	Geo-Tech (Subconsultant) – Geotechnical	Lump Sum	\$44,520
4	JCH (Subconsultant) – Surveying/Utility Coordination/RW	Lump Sum	\$17,690
5	WGI (Subconsultant) – Structural/MOT	Lump Sum	\$238,590
TOTAL			\$945,834
Tillman (Subconsultant) – Optional Task – Pumping Analysis			\$113,360

Task B Fee Schedule

Project		Billing Method	Fee
1	Kittelson (Prime) – Roadway Design & Traffic Analysis	Lump Sum	\$290,384
2	Tillman (Subconsultant) – Drainage & Permitting	Lump Sum	\$185,160
3	Geo-Tech (Subconsultant) – Geotechnical	Lump Sum	\$8,675
4	JCH (Subconsultant) – Surveying/Utility Coordination/RW	Lump Sum	\$11,480
5	WGI (Subconsultant) - MOT	Lump Sum	\$40,420
TOTAL			\$536,119