**Marion County**
**Board of County Commissioners**

# MODIFICATION OF AGREEMENT WITH MARION COUNTY ("COUNTY")

AGREEMENT NUMBER/TITLE: 18Q-160 NW/SW 80th - 70th Avenue Segment 1 Final Design

MODIFICATION NUMBER: 6 MODIFICATION EFFECTIVE DATE: June 20, 2023

DESCRIPTION OF MODIFICATION:

1. This Amendment is effective upon Board approval and shall be completed within twenty-two months from issuance of purchase order.
2. This Amendment is for NW/SW 80th - 70th Avenue Segment 1 Final Design, Project 18Q-160-CA-06. FIRM shall perform all duties described in the attached EXHIBIT A per the specifications and requirements of Project 18Q-160-CA-06.
3. COUNTY shall make payment of Two Million, Two Hundred and Thirteen Thousand, Three Hundred and Twenty One Dollars and Zero Cents ($2,213,321.00)(the "Agreement Price") to FIRM under COUNTY'S established procedure and according to the Exhibit B- Fee Breakdown Table, hereto.

NOTE! All provisions of the Agreement not specifically modified herein shall remain in full force and effect.

ISSUED BY: Marion County Board of County Commissioners
Procurement Services
2631 SE Third St.
Ocala, FL 34471

PCA/BUYER: ANETTE FRANCIA
E-MAIL: anette.francia@marionfl.org
PHONE: (352) 671-8450

FIRM NAME: Guerra Development Corp.
ADDRESS: 2817 NE 3rd Street, Ocala, FL 34470
ATTN: Juan C. Guerra, P.E., jcg@guerracorp.net

INSTRUCTIONS: Please sign Signature Block showing acceptance of the above written modification and return this form to Procurement Services within five (5) days after receipt. Once fully executed, a copy of this modification will be returned to you to be attached to the original agreement.

MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

6/20/2023
CRAIG CURRY DATE
CHAIRMAN

ATTEST:
6/20/2023
GREGORY C. HARRELL DATE
MARION COUNTY CLERK OF THE COURT

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

p.p. R Wand
MATTHEW G. MINTER
MARION COUNTY ATTORNEY

COMPANY NAME:
GUERRA DEVELOPMENT CORP.

Lori S. Guerra 8/31/23
BY: Lori S. Guerra DATE
PRINTED NAME
Secretary / Treasurer
ITS:

EXHIBIT "A"

SCOPE OF SERVICES FOR

# NW-SW 80th – 70th Avenue Segment 1 Final Design

From Intersection of SW 90th Street north to 0.5 miles north of SW 38th Street.

(APPROXIMATELY 4.7 MILES)

FOR THE MARION COUNTY BOARD OF COUNTY COMMISSIONERS
August 8, 2022. Revised May 9, August 23, 2023

Signed This 23rd Day of August, 2023 by,

---

Juan C. Guerra, P.E.
President
***Guerra Development Corp.***
2817 NE 3rd Street
Ocala, FL 34470

**TABLE OF CONTENTS**

## PART I – PREAMBLE

### A. PURPOSE

The purpose of this Agreement is to describe the scope of work and the responsibilities of Guerra Development Corp., hereinafter called the ENGINEER and the Marion County Office of the County Engineer, hereinafter called the COUNTY, in connection with the completion of final design and preparation of complete roadway construction plans for the proposed improvements to ***SW 80th Avenue Segment 1***.

This Scope of Services is for the design and permitting of certain roadway improvements within Marion County. The ENGINEER was selected for this project in 2018 under a competitive process consistent with the CCNA process contained in the Florida Statutes as part of RFQ# 18Q-160.

Under a previous Agreement the ENGINEER completed a Preliminary Engineering Report (PER) for improvements to SW/NW 80th /70th Avenue from SW 90th Street to ¼ mile north of US 27. The PER was adopted by the Marion County Board of County Commissioners (BOCC) on December 7, 2021. Under this Agreement the ENGINEER will perform survey work, environmental assessments, prepare roadway design and construction plans and obtain permits for the associated widening and improvements for approximately 4.7 miles of the overall SW 80th Avenue project.

This Agreement includes the following design responsibilities:

> SW 80th Avenue Segment 1 – Survey, design plans, environmental assessments, and regulatory agency permitting, beginning at the intersection of SW 90th Street and continuing northward to terminate 0.5 miles north of SW 38th Street, for a distance of approximately 4.7 miles. The typical section and roadway alignment will be consistent with the recommendations within the approved PER.

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

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

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

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

This Agreement does not include work pertaining to the acquisition of properties through the eminent domain process, the need for which was identified in the PER. This work will be considered post-design services and provided under a separate agreement or amendment to this Agreement if necessary. This Agreement does include all work needed to support the acquisition of right of way and pond sites from property owners that will provide right of way through cooperative negotiation with the COUNTY.

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

Compensation for the work under this Agreement is for the amount shown in the Fee Breakdown Table, under Exhibit B.

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

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

## PART II – FINAL DESIGN SCOPE OF SERVICES

## TASK GROUP 1:

### A. PROJECT ADMINISTRATION

The project administration activities contemplate a twenty-two-month duration following issuance of a purchase order by the COUNTY, not including post-design services. The activities that will be undertaken include the following:

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

2. Kick-off Meeting: ENGINEER will conduct a kick-off meeting with the COUNTY and the project team. ENGINEER will circulate meeting minutes to all participants following the kick-off meeting.

3. Utility Kick-off Meeting: ENGINEER will conduct a utility kick-off meeting with the COUNTY and the various wire utility companies that are within the project corridor to inform them of phasing, schedules, and to establish protocols for the transfer of needed information and relocation plans.

4. Project Progress Meetings: Beginning in the third month of the contract and continuing through the duration of the contract, the ENGINEER will meet with the COUNTY to review the progress of work, to conduct project reviews and to coordinate with utility companies.

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

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

### B. ENVIRONMENTAL ANALYSIS AND REPORTING

The ENGINEER will retain Water & Air Research, Inc. as a subconsultant to perform environmental analysis and reporting services.

1. The results of the Natural Resource Assessment prepared as part of the Preliminary Engineering Report will be verified.

2. A site reconnaissance will be performed within the Project limits.

3. An updated Natural Resource Assessment will be prepared to include the final selected pond sites.

### C. CULTURAL RESOURCE ASSESSMENT SURVEY

The ENGINEER will retain Commonwealth Heritage Group, Inc. as a subconsultant to perform a Phase 1 Cultural Resource Assessment Survey (CRAS).

1. The results of the CRAS prepared as part of the Preliminary Engineering Report will be verified.

2. A site reconnaissance will be performed for the pond sites.

3. An addendum to the previously approved CRAS will be prepared and submitted to the State Historic Preservation Officer (SHPO) for concurrence.

## D. SURVEYING AND MAPPING

The ENGINEER will retain JCH Consulting Group, Inc. as a subconsultant to perform surveying and mapping services. A design survey will be prepared including ± 29,000 feet of topography, ± 33 existing parcels, 4 signalized intersecting street locations, up to 9 proposed new drainage retention areas, and up to 7 existing drainage retention areas.

1. Records Research: The ENGINEER will obtain information from the Marion County Property Appraiser's Office, Marion County Clerk of Courts and Bureau of Land Management to acquire record evidence of parcel ownership, existing right of way limits for SW 80th Avenue, SW 90th Street, SW 80th Street, SW 79th Street Road, SW 74th Street, SW 63rd Street Road, SW 41st Place Road, SW 38th Street and SW 34th Place.

2. Base Map Digital Control File: The ENGINEER will create a master horizontal control file to be utilized throughout the planning and design of the roadway alignment. This map will include the location of the existing right of way lines for those portions of intersecting roadways that fall within the project limits. These right of way lines together with the boundary lines and controlling monumentation for each ownership entity will serve as the base geometry for the project.

3. Establish Roadway Alignment and Obtain Topography: The ENGINEER will recover the roadway alignment and incorporate it in the base map digital control file. Vertical control points (benchmarks) will be set every 1,000 feet. Cross-section elevations will be obtained at each 50-foot station and generally extend 30 feet right and 30 feet left of the proposed right of way lines. Above ground improvements and surface evidence of underground utilities, including aboveground visible wells will be located.

   The following intersections will be surveyed to obtain cross section elevations at 50-foot intervals within the existing right of way:

   - SW 90th Street: 100' east and west from the intersection
   - SW 80th Street: 100' west from the intersection and between SW 80th Avenue and SW 79th Terrace Road
   - SW 79th Street Road: 100' west from the intersection
   - SW 74th Street: 300' east from the intersection
   - SW 63rd Street Road: 300' east and west from the intersection
   - SW 41st Place Road: 350' west from the intersection
   - SW 38th Street: 1,500' east from the intersection
   - SW 34th Place: 300' west from the intersection

   The ENGINEER will also obtain topographic data in up to 9 proposed new drainage retention areas and up to 7 existing drainage retention areas.

With the exception of the east side of SW 80th Avenue between SW 90th Street and SW 80th Street, trees that are 30" diameter at breast height and greater, lying within the topographic limits, will be located and included in the digital base map. For the area along the east side of SW 80th Avenue, from SW 90th Street to SW 80th Street, the ENGINEER will locate all trees and locate the boundary of shrubs.

The topographic data obtained in the field will be processed, downloaded, checked and imported into the base map digital control file. A digital terrain model (DTM) will be prepared.

4. Sketch and Legal Descriptions of Right of Way Acquisition and Easements: Based upon a cursory review of the Marion County Property Appraisers website, there are approximately 33 parcels lying within the proposed corridor that may require right of way acquisition. Upon determination and acceptance of the final roadway right of way limits, the ENGINEER will prepare legal descriptions and sketches for the acquisition of the required right of way and drainage retention areas, Temporary Construction Easements and Public Easements for the shared use path.

   The legal descriptions and sketches will be prepared in accordance with the Florida Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. Deliverables to the County will consist of five (5) signed and sealed copies of the legal description and sketch on 8½" by 11" sheets.

   Obtaining Ownership and Encumbrance Reports for each parcel along and adjacent to the proposed right of way corridor is not included in this Agreement. Preparation of Right of Way Maps is also not included in this Agreement. The COUNTY will obtain the Ownership and Encumbrance Reports during the right of way acquisition process. Preparation of Right of Way Maps by the ENGINEER will be performed under a separate Agreement.

5. Staking of Geotechnical Boring Locations: Up to 100 geotechnical boring locations will be staked in the field and the corresponding northing, easting and elevation will be provided.

## E. GEOTECHNICAL COORDINATION

1. All geotechnical engineering deemed necessary by the ENGINEER to support the design of the roadway improvements and drainage retention areas will be provided by a registered professional geotechnical engineer, retained under a separate contract with the COUNTY.

2. The ENGINEER will provide requirements for the necessary geotechnical field investigations to the COUNTY for procurement of geotechnical engineering services.

3. During design, the ENGINEER will review and evaluate the results of the geotechnical investigations, and provide coordination needed for final design and permitting with the regulatory agencies.

## F. GEOPHYSICAL SURVEY

1. The ENGINEER will retain GeoView, Inc. as a subconsultant to perform geophysical services for an existing cave system located on the west side of SW 80th Avenue, approximately 2,000' south of SW 38th Street.

2. The ENGINEER will perform electrical resistivity imaging (ERI) along the west side of SW 80th Avenue for a length of approximately 500' to identify potential karst features. The ENGINEER will prepare a Report summarizing the results of the ERI.

## G. DESIGN ANALYSIS

1. Typical Section Package. A Typical Section Package will be prepared and submitted to the COUNTY for review and approval. The general typical section for SW 80th Avenue will be a 4-lane curb and gutter section with a grassed median, two travel lanes in each direction, 4-foot bike lanes on both sides of the roadway, a sidewalk on the east side of the roadway, and a shared-use path on the west side of the roadway. The design speed and posted speed will be 45 mph. The typical section package will also include typical sections required for side streets.

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

3. Pavement Design Package. The required Pavement Designs will be prepared by the ENGINEER.

4. Design Documentation and Quantities. The ENGINEER will submit to the COUNTY design notes to support and document the design conclusions reached during the development of the construction plans. No design exceptions and variations are anticipated.

   Design notes and quantities will be submitted to the COUNTY at each plan review, unless otherwise directed by the COUNTY. When the plans are submitted for each subsequent review, the design notes and quantities corrected according to COUNTY comments will be resubmitted. At the project completion, a final set of design notes and quantities in Microsoft Excel and PDF formats will be submitted with the record set of plans.

5. Technical Special Provisions. The ENGINEER will provide Technical Special Provisions for items of work not covered by FDOT Standard Specifications, Supplemental Specifications or Recurring Special Provisions.

6. Alternatives for SW 41st Place Road. The ENGINEER will develop up to three alternatives during 30% design for connecting SW 41st Place Road to SW 80th Avenue to address comments received during the PER. The ENGINEER will meet with COUNTY staff to discuss the alternatives. Prior to the ENGINEER starting 60% design, the COUNTY will select one alternative to move forward with in design and permitting. The ENGINEER will incorporate the selected alternative in the design and include in the Roadway Plans. This agreement does not include work related to Board approval if the selected alternative requires additional right of way.

7. Roundabout Evaluation at SW 38th Street. The ENGINEER will develop a conceptual plan for a roundabout at the intersection of SW 80th Avenue and SW 38th Street. The ENGINEER will perform a traffic operational analysis to identify the traffic operations for a roundabout control. The ENGINEER will prepare a 30% concept plan showing a potential roundabout concept and preliminary right-of-way impacts for construction of a roundabout at the intersection. The

ENGINEER will develop a planning level opinion of probable construction cost for the roundabout construction for discussion with the COUNTY for future programming. This Agreement does not include development of design plans for a roundabout at the intersection and does not include landscaping and/or hardscaping concepts or plans for the roundabout. Roundabout design can be performed as an amendment to this Agreement.

## H. DRAINAGE ANALYSIS

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

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

3. The scope of work of this Agreement also does not include modification of flood insurance rate maps through FEMA.

4. The ENGINEER will provide the COUNTY with up to three signed and sealed copies of the Drainage Design Report in addition to those required for permitting. This will incorporate the work undertaken in the preliminary engineering phase of the project and will include final calculations for the proposed storm drainage system, final pond calculations and information required for permit review and approval.

5. See Task Group 2 regarding Drainage Analysis for Drainage Retention Areas.

## I. UTILITY COORDINATION

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

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

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

The ENGINEER will conduct a Utility Relocation Meeting after the 60% submittal to ensure that necessary relocations are coordinated with all Utility Owners and the COUNTY.

This agreement does not include design of utilities and subsurface utility exploration (soft digs).

## J. ROADWAY PLANS

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

- Cover Sheet
- Signature Sheet
- Summary of Pay Items
- Drainage Maps
- Typical Sections
- Summary of Drainage Structures
- Project Layout
- Project Control
- Roadway Plan and Profile Sheets
- Drainage Retention Area Sheets
- Intersection Detail Sheets
- Cross Sections
- Signing and Pavement Marking Plans
- Construction Surface Water Management Plans
- Miscellaneous Construction Details
- Soil Survey

## K. TEMPORARY TRAFFIC CONTROL CONCEPTS

The ENGINEER will prepare conceptual temporary traffic control plans, notes and details that convey the intended phasing of the proposed construction improvements. The ENGINEER will also prepare technical special provisions indicating the Contractor's responsibility to prepare complete Temporary Traffic Control Plans for review and approval by the COUNTY. Complete Temporary Traffic Control Plans will be included as a lump sum bid item in the construction contract.

## L. ANALYSIS OF SHARED USE PATH FOR FUTURE CONVERSION TO A MULTI-MODAL PATH

The ENGINEER will design the proposed path along the west side of SW 80th Avenue from SW 63rd Street Road to the end project limits as a shared used path (with only bicyclists and pedestrians) per

the Florida Greenbook and the concepts shown in the PER. As requested by the COUNTY, the ENGINEER will use design criteria for multi-modal paths to the maximum extent possible when designing the shared use path in an effort to have minimal changes if the path is converted to a multi-modal path (with added golf cart users) in the future. The existing path between SW 90th Street and SW 63rd Street Road will remain as is in existing conditions and only redesigned and reconstructed if needed for drainage and roadway reconstruction. The ENGINEER will provide to the COUNTY recommendations for changes that would need to be made along the proposed shared use path (between SW 63rd Street Road and end project limits) for it to be converted to a multi-modal path.

## M. SIGNALIZATION PLANS

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

- SW 80th Avenue and SW 90th Street (existing signal to be modified, poles to be evaluated to remain)
- SW 80th Avenue and SW 80th Street (existing box span and poles to be removed, new box-span and poles to be installed)
- SW 80th Avenue and SW 63rd Street Road (existing temporary signal poles to be removed, new poles installed)
- SW 80th Avenue and SW 38th Street (existing diagonal span and poles to be removed, new box-span and poles to be installed)

The plan set will include the following sheets:

1. Signalization General Notes
2. Pay Item Notes and Summary of Quantities
3. Signalization Plans
4. Span Tabulation and Concrete Strain Pole Schedules
5. Guide Sign Worksheets

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

The ENGINEER will prepare a structural analysis to evaluate if existing signal poles at the intersections with SW 90th Street can remain and determine the design of new proposed concrete strain poles. The required depth, width, and reinforcement of the pole foundations will be specified. The structural analysis will be summarized in a calculations book provided with the 90% and 100% submittals. Geotechnical boring information at the intersections will be provided by the COUNTY. The geotechnical information shall be suitable for the design of concrete strain pole foundations.

The existing signal at SW 90th Street is proposed to be modified for the proposed southbound dual left-turn lanes. The signal timings and pedestrian signals will be analyzed at this intersection. A structural analysis of the existing concrete strain poles will be performed with the 60% submittal and will include the following:

1. The ENGINEER will perform a site visit to the SW 90th Street intersection to document the existing conditions of the strain pole structures. The site visit will be used to document any observable deficiencies on the concrete poles and determine if any repairs will be required prior to performing the intersection upgrades. The site visit will be performed as part of the FDOT Design Manual Section 261.7 Category 2 Evaluation. General photographs and measurements will be used to document the existing conditions. and the information will be included in a condition evaluation report. No destructive or non-destructive testing will be performed as part of this site visit.

2. Additionally, as part of this task, the ENGINEER will review existing documentation regarding this intersection. Existing information will be pursued by the Client and ENGINEER and may include, but not be limited to:

    - Existing signalization plans
    - Existing structural plans
    - Existing shop drawings

3. Upon completion of the site visit and review of existing information above, the ENGINEER will analyze the existing structures for the new re-configured loading. The ENGINEER will perform a Category 2 Analysis, in general conformance with FDOT requirements. As part of this analysis, the ENGINEER will perform an existing condition analysis and a proposed condition analysis. Upon completion of the analysis and if the analysis shows that the poles meet requirements, the ENGINEER will prepare a condition evaluation report summarizing the condition of the strain poles and the analysis results. The report will be signed and sealed by a licensed Professional Engineer registered in the State of Florida and submitted to Marion County. The ENGINEER will respond to one round of comments from Marion County and update the report accordingly. If the poles require replacement, the ENGINEER will communicate the results to the COUNTY and a condition evaluation report will not be prepared. In this case, the ENGINEER will then proceed with designing new strain poles.

The ENGINEER will retain ECHO Utility Engineering & Survey, Inc. as a subconsultant to perform subsurface utility engineering and utility survey services for the proposed signal pole locations. This will consist of the following:

- Verify utility location and characteristics at specific locations within the project area by performing up to 16 utility verification test holes and attempting to expose utilities to confirm characteristics. At completion of each test hole, utility information will be recorded, utility location will be marked, and the field will be restored as close as possible to its original conditions.

- Provide survey of all utility information, digital CAD files, and test hole data sheets. The survey will be conducted in accordance with the Standards Practice set forth in Rule Chapter 5J-17, F.A.C., pursuant to Section 472.027, F.S.

The ENGINEER will review the traffic volume forecasts prepared for the PER to confirm intersection geometry, turn lane needs, turn lane lengths, signal timings, pedestrian and clearance intervals. A summary of the recommended intersection timings will be included with the 60% signal plan submittal.

The ENGINEER will meet with Marion County Public Schools to discuss the traffic operations and flow at Westport High School and identify recommendations for the access points to SW 80th Avenue to

facilitate school ingress and egress traffic. The ENGINEER will collect turning movement counts at Westport High School and perform field observations. The recommendations will be discussed with the COUNTY to determine considerations to be included in the design plans. This scope of services does not include design of a traffic signal at the Westport High School access locations to SW 80th Avenue. If the COUNTY determines that a traffic signal should be installed, design of the traffic signal can be performed by the ENGINEER as an amendment to this Agreement.

No other signal designs are included in this Agreement. If additional traffic signals are planned at other intersections within the corridor, they will be designed as an Additional Service after receiving authorization from the COUNTY. Inclusion of Rapid Rectangular Flashing Beacons is not included in this Agreement. Lighting design, photometric analysis and lighting coordination with utility providers is not included in this Agreement.

## N. LANDSCAPE PLANS

The COUNTY has requested for landscape plans to be developed for the east side of SW 80th Avenue between SW 90th Street and SW 80th Street where there is minimal or no landscaping present. The ENGINEER will perform a site visit to document the existing types of landscaping along the east side of SW 80th Avenue and to identify areas for proposed landscaping. Landscape Plans will include irrigation adjustments and installation of new irrigation to provide coverage to the new landscaping. Landscape Plans will be submitted with the Roadway Plans to the COUNTY for review with the 60%, 90% and 100% submittals. The COUNTY will coordinate the Landscape Plans with Bay Laurel Center Community Development District.

Preparation of hardscape design or concepts and landscape designs for the medians are not included in this Agreement.

## O. PERMITTING

The ENGINEER will prepare for and attend one pre-application meeting with the Southwest Florida Water Management District (SWFWMD). The ENGINEER will prepare and submit ERP applications, calculations and design plans to the SWFWMD. The ENGINEER will submit the required number of plans and supporting documentation to provide a complete permit application. The ENGINEER will respond to up to three (3) requests for additional information and address permitting agency review comments and attend phone calls with SWFWMD as appropriate, through permit issuance. For all permits, the COUNTY will be the applicant and provide signatures.

The northern project limits near SW 38th Street falls within the limits of the City of Ocala. The ENGINEER will prepare and submit phased review packages for each set of design plans (three phases in total: 60%, 90% and 100% Plans) to the City of Ocala City Engineer's office for review. The ENGINEER will respond up to two (2) requests for additional information and address agency review comments and attend phone calls with the City as appropriate, through permit/plan approval issuance.

The ENGINEER will prepare and submit phased review packages for each set of design plans (three phases in total) to the Marion County Office of the County Engineer:

1. 30% Roadway Design Roll Plot
2. 60% Roadway Plans and Calculations

3. 90% Roadway Plans and Calculations

4. 100% Roadway Plans and Calculations

5. Estimated quantities at 60%, 90% and 100% Plans Stages

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

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

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

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

## P. PERMIT APPLICATION FEE ALLOWANCE

Under this task, the ENGINEER will provide payment of application and noticing fees to the permitting agencies identified in the Scope of Services, and invoice to the COUNTY for those amounts as a direct expense on the following monthly invoice. If additional permit fees are required, those will be provided directly by the COUNTY.

## Q. RETAINING WALL DESIGN (OPTIONAL SERVICES)

If authorized by the COUNTY, The ENGINEER will design and prepare plans and calculations for a retaining wall along the east side of SW 80th Avenue, adjacent to Westport High School depending on the proposed design. The approximate length of retaining wall that may be needed is 1,500' and will vary in retained height throughout the length. The anticipated maximum height of the wall is estimated at 17 feet. No impact loads will be considered in the design of the retaining wall. Surcharge loads will be incorporated into the design as applicable in accordance with AASHTO and Florida Building Code. It is anticipated that there will be either a fence or a pedestrian barrier on top of the retaining wall at multiple locations throughout the overall length. The wall will be constructed adjacent to a retaining pond and Westport High School.

As part of this task, the ENGINEER will develop a wall alignment and wall profiles as part of the construction plans. The wall profiles will include the changes in elevations, footing location and transitions, and joint spacing requirements. It is assumed that a maximum of 4 wall section will be needed, and typical details will be provided for the varying wall dimensions.

At the 30% design stage, the length and alignment of the proposed retaining wall will be provided to the COUNTY for approval prior to proceeding with the 60% design. Plan and profile for the overall length of wall will be developed for the 60%, 90% and 100% Plans.

A calculation package will be prepared for the design of the retaining wall and signed and sealed by a Professional Engineer licensed in the State of Florida.

## TASK GROUP 2:

### R. DRAINAGE RETENTION AREA SITING, SELECTION AND GEOTECH COORDINATION

Under this task the ENGINEER will select Drainage Retention Area (DRA) sites to serve this project and prepare a minimum scope of geotechnical testing and reporting to support the design, analysis and permitting of the stormwater management system for this project. The ENGINEER will coordinate with the Geotechnical Engineering consulting firm hired by Marion County for this project.

Selection of DRAs will be based on the approved Preliminary Engineering Report, prepared for Marion County by Guerra Development Corporation. Additionally, the ENGINEER will consider changes in the status of previously identified DRA sites and adjust the selection of sites to suit current conditions, including consideration of possible shared DRAs with stake holders along the corridor.

### S. DRAINAGE RETENTION AREA DESIGN AND ANALYSIS

This task involves design and analysis of up to nine (9) DRAs in accordance with applicable codes from Marion County and the Southwest Florida Water Management District.

Accepted deviations from the Marion County Land Development Code for roadway projects will be considered in the design of DRAs if applicable to enhance safety or cost efficiency.

The scope of the Design and Analysis of DRAs for this project will include stormwater management for the roadway right of way, permanent easements and DRAs. Resolution of flooding problems outside of the project limits described immediately above is outside the scope of this agreement.

### T. DRAINAGE RETENTION AREAS REPORT

The ENGINEER will prepare calculations, computer models for stormwater management and present the results of the analysis in a Stormwater Management Report, suitable for review and permitting. The report will be provided to COUNTY in electronic PDF format.

### U. PROJECT DESIGN PROGRESS MEETINGS

The ENGINEER will attend and conduct, if so instructed by COUNTY, project progress meetings at the office of the county engineer. Progress meetings will be held generally on a monthly basis, unless project needs require adjustments to this frequency.

## TASK GROUP 3:

### V. BID ASSISTANCE (NOT INCLUDED)

This task would include preparation/modifications of Special Provisions, attend pre-bid meetings, respond to RFAI from prospective bidders, assist COUNTY in preparation of bid addendums, review of low bid with recommendation for award/not to award.

### W. POST DESIGN SERVICES (NOT INCLUDED)

COUNTY agrees as part of this agreement to contract with Guerra Development Corporation for project oversight during construction, also known as Post-Design Services. Said services include among other services, review of product and material submittals by CONTRACTOR, site visits to verify that the intent of the design is being followed, design adjustment to address field changes and conditions.

### X. ROADWAY / PEDESTRIAN LIGHTING (NOT INCLUDED)

### Y. PUBLIC MEETINGS / PRESENTATIONS (NOT INCLUDED)

### Z. EMINENT DOMAIN ASSISTANCE SERVICES (NOT INCLUDED)

### AA. EXPERT WITNESS SERVICES (NOT INCLUDED)

## PART III – SCHEDULE

The ENGINEER will provide these services in an expeditious and orderly manner to meet the schedule mutually agreed to by the COUNTY and ENGINEER.

This project is expected to be completed 22 months from issuance of a purchase order to GDC. At the project Kickoff meeting, OCE and the Engineer will develop a stage and task-specific schedule to fit within the 22 month time frame.

## PART IV – MISCELLANEOUS

### A. GOVERNING REGULATIONS

The services performed by the ENGINEER will comply with applicable COUNTY and FDOT Standards Guidelines. The current edition, including updates, of the following References and Guidelines will be used in the performance of this work.

1. Marion County Land Development Code
2. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (FDOT Greenbook, 2016 & 2018)
3. FDOT Florida Design Manual (FDM, January 2022)
4. FDOT Drainage Manual (January 2022)
5. FDOT Flexible Pavement Design Manual (January 2022)
6. AASHTO's "A Policy on Geometric Design of Highways and Streets" (2018)
7. Florida Manual on Uniform Traffic Studies (MUTS) (January 2021)
8. Manual on Uniform Traffic Control Devices (MUTCD) (2009)
9. AASHTO Guide for the Development of Bicycle Facilities, 4th Edition (2012)

### B. PROGRESS REPORTING

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

### C. QUALITY CONTROL

The ENGINEER will be responsible for the professional quality, technical accuracy and coordination of surveys, designs, drawings, specifications and other services furnished by the ENGINEER under this Agreement.

The ENGINEER will provide a Quality Control Plan, 30 days after the purchase order is issued, that describes the procedures to be utilized to verify, independently check, and review design drawings, specifications, and other documentation prepared as a part of the contract. The ENGINEER will describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan may be one utilized by the ENGINEER as part of their normal operation or it may be one specifically designed for this project.

### D. CORRESPONDENCE

Copies of written correspondence between the ENGINEER and any party pertaining specifically to this Agreement will be provided to the COUNTY for their records.

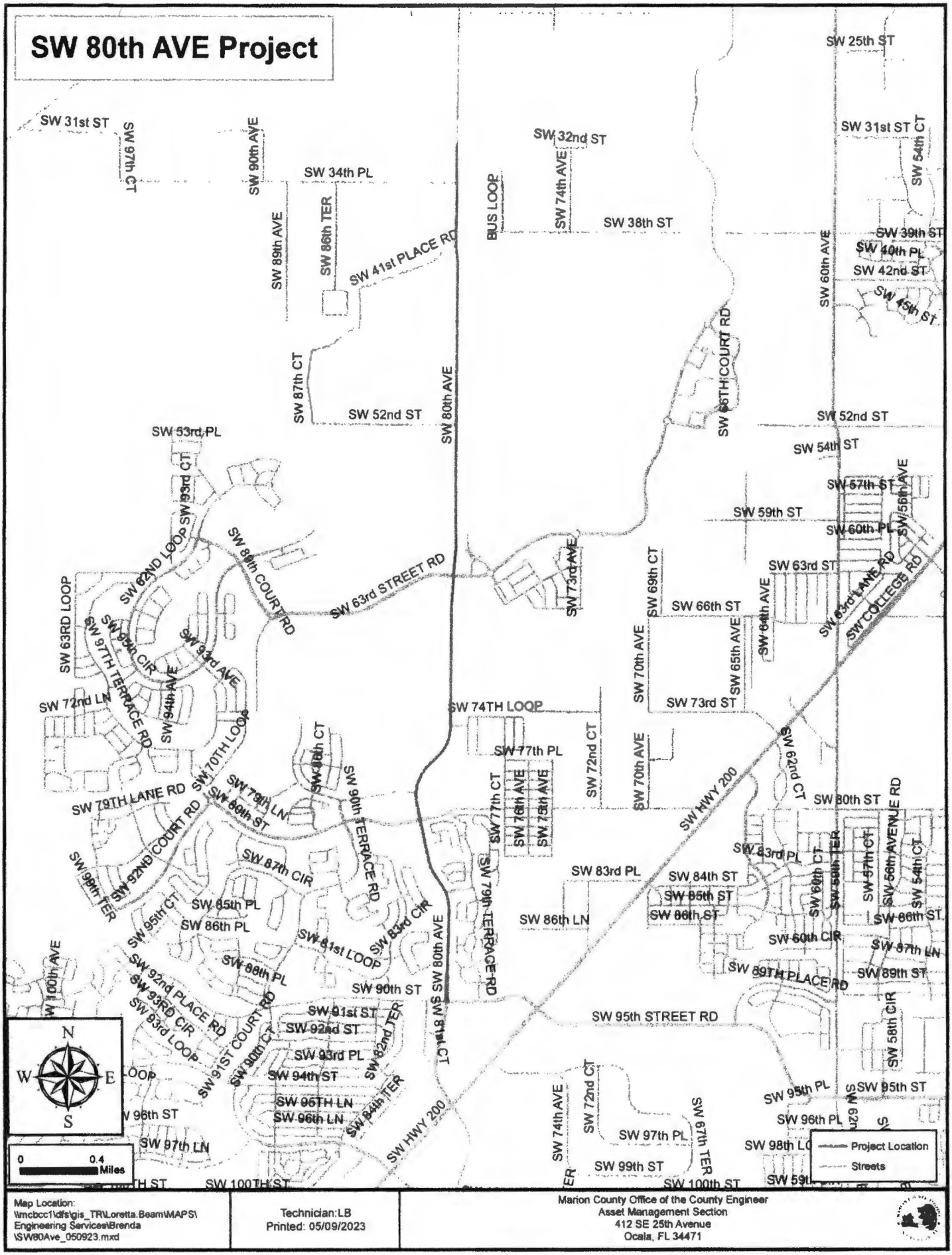
## E. SUBMITTALS

The ENGINEER will provide copies of the required documents as listed below. These are the anticipated printing requirements for the project. Up to five copies will be submitted to the COUNTY and additional copies will be submitted to the regulating agencies as required for review and approval. In addition, up to two copies of each roadway plan submittal will be provided to the COUNTY for each utility company affected by the project.

1. Sketch and Legal Descriptions
2. Natural Resource Assessment
3. Addendum to CRAS
4. Drainage Design Reports
5. Signal Timing and Phasing Report
6. Structural Design Calculations for Signal Strain Poles
7. 30% Roadway Design Roll Plot
8. 60% Roadway Plans and Design Calculations
9. 90% Roadway Plans and Design Calculations
10. 100% Roadway Plans and Design Calculations
11. Estimated quantities at 60%, 90% and 100% Plans stages
12. Opinions of Probable Construction Costs at 60%, 90% and 100% Plans Stages in Microsoft Excel and PDF formats
13. Final Roadway Plans, digitally signed and sealed
14. Digital files in electronic format (PDF and AutoCAD) at the final submittal

# EXHIBIT B
## Fee Breakdown Table

| NW-SW 80th-70th Avenue Segment 1 - Final Design<br>From SW 90th Street to 0.5 miles north of SW 38th Street (Approximately 4.7 Miles)<br>8 August, 2022 ( Revised 9 May, 2023) | PRINCIPAL | PROJECT MANAGER | PROJECT ENGINEER | SENIOR ENGINEER | CADD SENIOR TECH | CADD TECH | CLERICAL | ROW ACQUIS. SPECIALIST | SUB-CONSULTANT | TOTALS |
|---|---|---|---|---|---|---|---|---|---|---|
| HOURLY RATE ——————→ | $ 250.00 | $ 175.00 | $ 150.00 | $ 125.00 | $ 75.00 | $ 65.00 | $ 45.00 | $ 90.00 | $ 1.00 | |
| TASK DESCRIPTION | | | | | | | | | | |
| TASK GROUP 1: | | | | | | | | | | |
| A - PROJECT ADMINISTRATION | 45 | 255 | 118 | 135 | | | 210 | | | 763 |
| | 11,250 | 44,625 | 17,700 | 16,875 | 0 | 0 | 9,450 | 0 | 0 | $99,900.00 |
| B - ENVIRONMENTAL ANALYSIS AND REPORTING | 6 | | 12 | 8 | 20 | | 16 | | 18,816 | 18878 |
| | 1,500 | 0 | 1,800 | 1,000 | 1,500 | 0 | 720 | 0 | 18,816 | $25,336.00 |
| C - CULTURAL RESOURCE ASSESSMENT SURVEY | 4 | | 12 | 10 | 17 | | 17 | | 11,500 | 11560 |
| | 1,000 | 0 | 1,800 | 1,250 | 1,275 | 0 | 765 | 0 | 11,500 | $17,590.00 |
| D - SURVEYING AND MAPPING | 6 | 82 | 45 | 88 | 65 | | 75 | | 163,875 | 164236 |
| | 1,500 | 14,350 | 6,750 | 11,000 | 4,875 | 0 | 3,375 | 0 | 163,875 | $205,725.00 |
| E - GEOTECHNICAL COORDINATION | 6 | 32 | 34 | 31 | | | 30 | | | 133 |
| | 1,500 | 5,600 | 5,100 | 3,875 | 0 | 0 | 1,350 | 0 | 0 | $17,425.00 |
| F - GEOPHYSICAL SURVEY | 2 | 6 | 6 | 14 | | | 6 | | 2,850 | 2884 |
| | 500 | 1,050 | 900 | 1,750 | 0 | 0 | 270 | 0 | 2,850 | $7,320.00 |
| G - DESIGN ANALYSIS | 24 | 162 | 120 | 278 | 72 | 94 | 94 | | | 844 |
| | 6,000 | 28,350 | 18,000 | 34,750 | 5,400 | 6,110 | 4,230 | 0 | 0 | $102,840.00 |
| H - DRAINAGE ANALYSIS | 48 | 152 | 221 | 430 | 124 | 142 | 78 | | | 1195 |
| | 12,000 | 26,600 | 33,150 | 53,750 | 9,300 | 9,230 | 3,510 | 0 | 0 | $147,540.00 |
| I - UTILITY COORDINATION | 6 | 110 | 95 | 154 | 72 | 72 | 65 | | | 574 |
| | 1,500 | 19,250 | 14,250 | 19,250 | 5,400 | 4,680 | 2,925 | 0 | 0 | $67,255.00 |
| J - ROADWAY PLANS | 98 | 885 | 910 | 1,262 | 1,720 | 1,720 | 175 | | | 6773 |
| | 24,500 | 155,400 | 136,500 | 157,750 | 129,000 | 111,800 | 7,875 | 0 | 0 | $722,825.00 |
| K - TEMPORARY TRAFFIC CONTROL CONCEPTS | 10 | 58 | 58 | 96 | 28 | 28 | 34 | | | 312 |
| | 2,500 | 10,150 | 8,700 | 12,000 | 2,100 | 1,820 | 1,530 | 0 | 0 | $38,800.00 |
| L - ANALYSIS OF SHARED USE PATH TO MULTIMOD | 6 | 34 | 24 | 30 | 6 | 6 | 6 | | | 112 |
| | 1,500 | 5,950 | 3,600 | 3,750 | 450 | 390 | 270 | 0 | 0 | $15,910.00 |
| M - SIGNALIZATION PLANS | 26 | 220 | 150 | 190 | 210 | 210 | 42 | | 69200 | 70248 |
| | 6,500 | 38,500 | 22,500 | 23,750 | 15,750 | 13,650 | 1,890 | 0 | 69,200 | $191,740.00 |
| N - LANDSCAPE PLANS | 4 | 20 | 14 | 30 | 44 | 44 | 10 | | 16500 | 16866 |
| | 1,000 | 3,500 | 2,100 | 3,750 | 3,300 | 2,860 | 450 | 0 | 16,500 | $33,460.00 |
| O - PERMITTING | 12 | 56 | 60 | 140 | 45 | 45 | 36 | | | 394 |
| | 3,000 | 9,800 | 9,000 | 17,500 | 3,375 | 2,925 | 1,620 | 0 | 0 | $47,220.00 |
| P - PERMIT APPLICATION FEE ALLOWANCE | 0 | | | | | | | | 4,000 | 4000 |
| | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4,000 | $4,000.00 |
| Q - RETAINING WALL DESIGN (OPTIONAL) | 10 | 84 | 95 | 90 | 160 | 45 | 60 | | | 544 |
| | 2,500 | 14,700 | 14,250 | 11,250 | 12,000 | 2,925 | 2,700 | 0 | 0 | $60,325.00 |
| TASK GROUP 2: | | | | | | | | | | |
| R - DRAINAGE RETENTION AREA SITING, SELECTION, COORDINATION W/ GEOTECH | 8 | 72 | 115 | 88 | 140 | 46 | 52 | | | 521 |
| | 2,000 | 12,600 | 17,250 | 11,000 | 10,500 | 2,990 | 2,340 | 0 | 0 | $58,680.00 |
| S - DRAINAGE RETENTION AREAS DESIGN & ANALYSIS | 78 | 260 | 540 | 420 | 580 | 580 | 84 | 64 | | 2806 |
| | 19,500 | 45,500 | 81,000 | 52,500 | 43,500 | 37,700 | 3,780 | 5,760 | 0 | $289,240.00 |
| T - DRAINAGE RETENTION AREA REPORT | 18 | 72 | 85 | 54 | 36 | 36 | 40 | | | 341 |
| | 4,500 | 12,600 | 12,750 | 6,750 | 2,700 | 2,340 | 1,800 | 0 | 0 | $43,440.00 |
| U - DESIGN PROGRESS MEETINGS | 14 | 26 | 42 | | 20 | | 20 | | | 122 |
| | 3,500 | 4,550 | 6,300 | 0 | 1,500 | 0 | 900 | 0 | 0 | $16,750.00 |
| FEES | | | | | | | | | | |
| PERSONNEL HOURS | 431 | 2,589 | 2,756 | 3,548 | 3,359 | 3,068 | 1,150 | 64 | 286,741 | 303,706 |
| AMOUNT | $ 107,750 | $ 453,075 | $ 413,400 | $ 443,500 | $ 251,925 | $ 199,420 | $ 51,750 | $ 5,760 | $ 286,741 | $2,213,321.00 |


SW 80th AVE Project
SW 25th ST
SW 31st ST
SW 97th CT
SW 90th AVE
SW 34th PL
SW 32nd ST
SW 74th AVE
BUS LOOP
SW 38th ST
SW 54th CT
SW 89th AVE
SW 86th TER
SW 41st PLACE RD
SW 39th ST
SW 40th PL
SW 42nd ST
SW 45th ST
SW 60th AVE
SW 87th CT
SW 80th AVE
SW 67TH COURT RD
SW 52nd ST
SW 53rd PL
SW 54th ST
SW 57th ST
SW 56th AVE
SW 59th ST
SW 60th PL
SW 63rd ST
SW 63rd LANE RD
SW COLLEGE RD
SW 63RD LOOP
SW 62ND LOOP
SW 93rd CT
SW 80th COURT RD
SW 63rd STREET RD
SW 73rd AVE
SW 69th CT
SW 66th ST
SW 64th AVE
SW 65th AVE
SW 70th AVE
SW 97TH TERRACE RD
SW 95th CIR
SW 94th AVE
SW 93rd AVE
SW 72nd LN
SW 74TH LOOP
SW 73rd ST
SW 77th PL
SW 72nd CT
SW 62nd CT
SW 70TH LOOP
SW 88th CT
SW 90th TERRACE RD
SW 79TH LANE RD
SW 79th LN
SW 80th ST
SW HWY 200
SW 80th ST
SW 56th AVENUE RD
SW 92ND COURT RD
SW 98th TER
SW 87th CIR
SW 77th CT
SW 76th AVE
SW 75th AVE
SW 83rd PL
SW 84th ST
SW 85th ST
SW 86th ST
SW 60th CT
SW 60th TER
SW 57th CT
SW 56th AVE
SW 54th CT
SW 95th CT
SW 85th PL
SW 86th PL
SW 83rd CIR
SW 81st LOOP
SW 79th TERRACE RD
SW 86th LN
SW 60th CIR
SW 87th LN
SW 89th ST
SW 89TH PLACE RD
SW 100th AVE
SW 92nd PLACE RD
SW 93RD CIR
SW 93rd LOOP
SW 90th ST
SW 80th AVE
SW 81st CT
SW 95th STREET RD
SW 58th CIR
SW 91ST COURT RD
SW 90th CT
SW 91st ST
SW 92nd ST
SW 93rd PL
SW 94th ST
SW 82nd TER
SW 95th PL
SW 95th ST
SW 96TH LN
SW 96th LN
SW 84th TER
SW 96th ST
SW 72nd CT
SW 74th AVE
SW 96th PL
SW 97th PL
SW 67th TER
SW 97th LN
SW 98th LO
SW HWY 200
SW 99th ST
SW 100TH ST
SW 59t
N
W
E
S
0
0.4
Miles
Project Location
Streets
Map Location:
\\mcbcc1\dfs\gis_TR\Loretta.Beam\MAPS\
Engineering Services\Brenda
\SW80Ave_050923.mxd
Technician:LB
Printed: 05/09/2023
Marion County Office of the County Engineer
Asset Management Section
412 SE 25th Avenue
Ocala, FL 34471