

## AGREEMENT BETWEEN COUNTY AND PROFESSIONAL SERVICES ENGINEER

This Agreement Between County and Professional Services ENGINEER, (this "Agreement") made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25<sup>th</sup> Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Kimley-Horn and Associates, Inc.**, located at 421 Fayetteville Street, Suite 600, Raleigh, NC 24601, possessing FEIN# 56-0885615 (hereinafter referred to as "ENGINEER") under seal for the Engineering Design for Florida Crossroads Commerce Park Rd (from S Terminus to CR 484), (hereinafter referred to as the "Project"), and COUNTY and ENGINEER hereby agreeing as follows:

### WITNESSETH:

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

**Section 1 – The Contract.** The contract between COUNTY and ENGINEER, 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 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 #19Q-086 - Engineering Design for Florida Crossroads Commerce Park Rd (from S Terminus to CR 484), 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.**

**Section 3 – Entire Agreement.** The Contract Documents form the agreement between Parties for the Project and the ENGINEER 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 ENGINEER.

**Section 4 - Term.** This Agreement shall commence upon COUNTY's Board of County Commissioner's approval. The Work (defined herein) shall commence upon issuance of Notice to Proceed with substantial completion by January 30, 2020, and final completion by June 1, 2020 ("Term"). **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence. Pursuant to F.S. 486.129 (1)(J); the Work may be presumed abandoned after ninety (90) days if ENGINEER 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 19Q-086, ENGINEER shall provide complete Professional Services as stated in the Solicitation and shall additionally adhere by the duties attached in **Exhibit A, Scope of Services**, all services referred to herein as "Work." The Work shall particularly comply with the original RFP that is part of the Contract Documents.

**Section 6 – Compensation.** COUNTY shall make payment of \$325,009.00, (the "Agreement Price"), to ENGINEER under established procedure. There shall be no provisions for pricing adjustments during the Term. Not more frequently than monthly, unless otherwise agreed in writing by ENGINEER and COUNTY, shall ENGINEER submit an invoice to COUNTY requesting payment for services properly rendered and reimbursement for Reimbursable Expenses, if provided in the Contract Documents, due hereunder. ENGINEER's invoice shall describe with reasonable particularity each service rendered, the person(s) rendering the service, and their billing rate. ENGINEER'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 ENGINEER, the invoice shall bear the signature of ENGINEER, which signature shall constitute ENGINEER'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 ENGINEER covered by prior invoices have been paid in full, and that, to the best of ENGINEER's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to ENGINEER that payment of any portion thereof should be withheld. Submission of ENGINEER's invoice for final payment and reimbursements shall further constitute ENGINEER's representation to COUNTY that, upon receipt from COUNTY of the amount invoiced, all obligations of ENGINEER 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.** ENGINEER may not subcontract all or any part of this Agreement without written approval by COUNTY.

**Section 8 – Laws, Permits, and Regulations.** Prior to the performance of any Work hereunder, ENGINEER shall obtain and pay for all licenses and permits, as required, to perform the Work. ENGINEER 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.** ENGINEER shall keep records of all transactions, including documentation accurately reflecting the time expended by ENGINEER and its personnel and records of Reimbursable Expenses. COUNTY shall have a right to request records from ENGINEER, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

**Section 11 – Public Records Compliance**

**A. IF ENGINEER 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 25<sup>th</sup> Ave, Ocala, FL 34471**

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

**Email: [publicrelations@marioncountyfl.org](mailto:publicrelations@marioncountyfl.org)**

**B. ENGINEER 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 ENGINEER 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 ENGINEER or keep and maintain public records required by COUNTY to perform the Work. If ENGINEER transfers all public records to COUNTY upon completion of this Agreement, ENGINEER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ENGINEER keeps and maintains public records upon the completion of this Agreement, ENGINEER 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 ENGINEER fails to provide the public records to COUNTY within a reasonable time, ENGINEER may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY.**

**Section 12 – Indemnification.** ENGINEER shall indemnify and hold harmless COUNTY, its officers, employees and agents from all suits, claims, or actions of every name and description brought against COUNTY based on personal injury, bodily injury (including death) or property damages received or claimed to be received or sustained by any person or persons arising from or in connection with any negligent act or omission of ENGINEER or its employees, officers, or agents in performing the Work set forth herein. A bond for indemnification may be required.

**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. ENGINEER 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 B+. All policies must show the "Marion County, a political subdivision of the State of Florida" as an Additional Insured except for the workers compensation and professional liability policies. The COUNTY's Procurement Services Director should be shown as the Certificate Holder, and the Certificate should provide for 30-day cancellation notice to the Procurement Director's address, set forth herein, with policies for the following:

- **Business Auto Liability** with combined single limits of not less than \$1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, hired and non-owned automobiles.
- **Worker's Compensation** with statutory limits and employers liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee and \$1,000,000 policy limit for disease.
- **General Liability** with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The policy must be maintained by ENGINEER for the duration of the Project. If the policy is written on a claims-made basis, ENGINEER must maintain the policy a minimum of 5 years following completion of the Project. "Marion County, a political subdivision of the State of Florida" must be shown as additional insured.
- **Professional Liability** 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 ENGINEER for the duration of the Project. If the policy is written on a claims-made basis, ENGINEER 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, ENGINEER will be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of COUNTY. ENGINEER shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by ENGINEER in the full performance of this Agreement.

**Section 15 – Default/Termination.** In the event ENGINEER fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying ENGINEER in writing, specifying the nature of the default and providing ENGINEER 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 ENGINEER without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate ENGINEER 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 ENGINEER. In the event of termination of this Agreement without cause, COUNTY will compensate ENGINEER 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 ENGINEER, other than to pay for services rendered prior to termination.

**Section 16 – Damage to Property.** ENGINEER 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, ENGINEER 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 ENGINEER 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.** For those projects funded with State or Federal dollars, COUNTY will adhere to the practices set forth under the e-verification system, which is outlined in the clauses below. Information provided by ENGINEER is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement. By previously signing the ITB Acknowledgment and Addenda Certification Form and this Agreement, ENGINEER has agreed to perform in accordance with these requirements and agrees:

- A. To enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the “Memorandum of Understanding” governing the program.
- B. To provide to COUNTY, within thirty (30) days of the effective date of this Agreement, documentation of such enrollment in the form of a copy of the E-Verify “Edit Company Profile” screen, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the “Edit Company Profile” link on the left navigation menu of the E-Verify employer’s homepage).
- C. To require each subcontractor that performs services under this Agreement to enroll and participate in the E-Verify Program within ninety (90) days of the effective date of this Agreement or within ninety (90) days of the effective date of the contract between ENGINEER and the subcontractor, whichever is later. ENGINEER shall obtain from the subcontractor(s) a copy of the “Edit Company Profile” screen indicating enrollment in the E-Verify Program and make such record(s) available to COUNTY upon request.
- D. To maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to COUNTY or other authorized state entity consistent with the terms of the Memorandum of Understanding.
- E. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

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

**Section 21 – Truth in Negotiation.** ENGINEER warrants that the wage rates and other factual unit costs supporting the compensation to ENGINEER under this Agreement are accurate, complete and current at the time of contracting. In addition, ENGINEER 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.** Scrutinized Companies Lists: If this Agreement exceeds \$1,000,000.00 in total, not including renewal years, the ENGINEER certifies they are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.473, F.S. and 215.4725, F.S. Pursuant to Sections 287.135(5), F.S. , and 287.135(3), F.S., the ENGINEER agrees COUNTY may immediately terminate this Agreement for cause if the ENGINEER is found to have submitted a false certification, or if the ENGINEER is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of this Agreement.

**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 - ENGINEER's Basic Duties.** By executing this Agreement, ENGINEER represents to COUNTY that ENGINEER is professionally qualified to act in the professional capacity for the Project and is licensed to practice by all public entities having jurisdiction over ENGINEER and the Project. ENGINEER 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. ENGINEER assumes full responsibility to COUNTY for the improper acts and omissions of its consultants or others employed or retained by ENGINEER in connection with the Project. Execution of this Agreement by ENGINEER 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 - Bidding/Negotiation Services.** ENGINEER 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 27 - Construction Administration Services.** As a representative of COUNTY, ENGINEER in conjunction with COUNTY's project management team shall visit the Project site at intervals appropriate to the stage of the ENGINEER'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. ENGINEER 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 28 - COUNTY's Right to Withhold Payment.** In the event that COUNTY in its sole judgment becomes credibly informed that any representations of ENGINEER 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 ENGINEER until the inaccuracy, and the cause thereof, is corrected to COUNTY's reasonable satisfaction.

**Section 29 - Use and Ownership of Documents.** The drawings, specifications and other documents or things prepared by ENGINEER for the Project shall become and be the sole property of COUNTY. ENGINEER 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 ENGINEER 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 ENGINEER.

**Section 30 – ENGINEER Conduct:** These Guidelines govern ENGINEER while doing work on COUNTY property, as well as ENGINEER's employees, agents, consultants, and others on COUNTY property in connection with the ENGINEER's work or at the ENGINEER's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that ENGINEER and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** ENGINEER 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 ENGINEER or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** ENGINEER and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** ENGINEER and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** ENGINEER 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.

ENGINEER is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, ENGINEER 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 ENGINEER's contracts with COUNTY.

**Section 31 – Notices.** Except as otherwise provided herein, all notices and other communications provided for hereunder shall be in writing and sent by certified mail return receipt requested, or by hand delivery, and shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid or if hand delivered, when personally handed to the Party to whom the notice or other communication is addressed, with signed proof of delivery. COUNTY'S and ENGINEER's representatives for notice purposes are:

ENGINEER: Kimley-Horn and Associates, Inc.  
421 Fayetteville Street, Suite 600, Raleigh, NC 24501  
CONTACT PERSON: Richard Busche | Phone: 352-438-3000

COUNTY: Marion County Office of the County Engineer  
c/o Marion County, a political subdivision of the State of Florida  
601 SE 25<sup>th</sup> 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@marioncountyfl.org](mailto:procurement@marioncountyfl.org). If ENGINEER 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, ENGINEER may designate up to two (2) e-mail addresses: [richard.busche@kimley-horn.com](mailto:richard.busche@kimley-horn.com) and

amber.gartner@kimley-horn.com. Designation of up to two (2) e-mail addresses as well as ENGINEER's acceptance marked below signify ENGINEER's election to accept notices solely by e-mail. If handwriting its e-mail address ENGINEER assumes the risk the e-mail address is legible. OWNER need only make its best guess at illegible handwritten e-mail address. The election to accept notices solely by e-mail is not binding unless BOTH of the following are found: (A) at least one (1) e-mail address is provided and (B) ENGINEER's acceptance below is evident.

**Section 32 – 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.

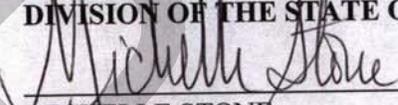
**Section 33 – Exhibits/Attachments.** The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A, EXHIBIT B**

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.

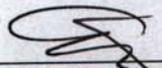
ATTEST:

  
\_\_\_\_\_  
DAVID R. ENLSPERMANN, DATE  
CLERK OF COURT 04-16-19

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

  
\_\_\_\_\_  
MICHELLE STONE DATE  
CHAIRMAN 04-16-19

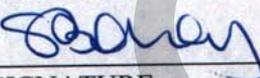
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

  
\_\_\_\_\_  
for: MATTHEW G. MINTER, DATE  
MARION COUNTY ATTORNEY 4-24-19

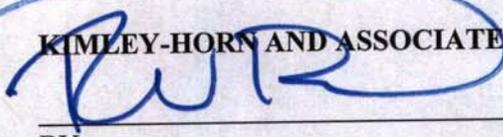
BCC APPROVED:

April 16, 2019 19Q-086 | Engineering Design for Florida Crossroads Commerce Park Rd (from S Terminus to CR 484)

WITNESS:

  
\_\_\_\_\_  
SIGNATURE  
Stacy Boney  
PRINTED NAME

KIMLEY-HORN AND ASSOCIATES, INC.

  
\_\_\_\_\_  
BY: DATE  
4.18.2019

PRINTED: Richard V. Busche, P.E.  
Sr. Vice President  
ITS: (TITLE) Kimley-Horn and Associates, Inc.

WITNESS:

  
\_\_\_\_\_  
SIGNATURE  
Ashley Par-Due  
PRINTED NAME

EMAIL NOTICES ACCEPT  DECLINE   
By initialing an option above, agent elects to accept or decline all notices by Owner solely via email.

# EXHIBIT A

## SCOPE OF SERVICES

### PART I - PREAMBLE

#### A. PURPOSE

The purpose of this Agreement is to describe the scope of work and the responsibilities of Kimley-Horn and Associates, Inc., 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:

***Florida Crossroads Commerce Park Rd, 1.1 miles (the "Project").***

This Scope of Services is for the design and permitting of certain roadway and utility improvements within Marion County. The ENGINEER was selected for this project in 2019 under a competitive process consistent with the CCNA process contained in the Florida Statutes as part of RFQ# 19Q-086.

The Project consists of the following general scope items:

Preliminary Engineering Report (condensed), field surveying, design plans, environmental assessments, and regulatory agency permitting, beginning at a planned signalized intersection on CR484 and continuing south for a total distance of approximately 1.1 miles. The design geometry for this roadway will be a collector road section to support a planned industrial park known as the Florida Crossroads Commerce Park (FCCP). The Project will also include certain utility improvements as described herein, to be located within the proposed right of way as well as offsite to connect to existing COUNTY infrastructure.

It is anticipated that this Project will utilize new drainage retention areas, although the opportunity for shared/expanded drainage areas within the adjacent CR484 road widening project will be evaluated.

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, utilities, 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 contract.

During the design stage, it will be necessary for the ENGINEER to have access to the proposed roadway corridor alignment for field assessments, environmental work, survey, staking, etc. It is expected that the alignment will be located through existing agricultural and mining operations. 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 work pertaining to the acquisition of properties through the eminent domain process. This work will be considered post-design services and provided under a separate Agreement or amendment to this Agreement.

## **PART II - FINAL ROADWAY DESIGN SCOPE OF SERVICES**

### **A. PROJECT ADMINISTRATION**

The project administration activities contemplate a nine-month duration following Notice to Proceed by the COUNTY, not including post-design services. The administration activities that will be conducted 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. Stakeholder Kick-off Meeting: The ENGINEER will attend a kick-off meeting, jointly with the COUNTY, with the property owner of the McGinley Farm.
4. 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.
5. Monthly Progress Meetings: Beginning in the second month of the contract and continuing through the life 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.
6. Progress Reports and Invoices: ENGINEER will prepare a monthly progress report to be included with each monthly invoice.
7. Miscellaneous Meetings: ENGINEER will prepare for and attend up to three general meetings with the COUNTY, affected land owners, stakeholders, etc. This would not include public meetings, BOCC workshops, etc.

### **B. CONDENSED PRELIMINARY ENGINEERING REPORT**

1. Typical Section Analysis
  - a. The ENGINEER will develop a single roadway typical section for the project. The typical sections will consider COUNTY and FDOT standard typical sections, and any typical section that may result in minimizing right-of-way, and incorporating context sensitive solutions.
  - b. The ENGINEER will document design criteria to be used for developing conceptual plans. The Design Standards will be identified in accordance with current COUNTY and FDOT (as appropriate) design procedures, policies and standards. The COUNTY will approve the design criteria and typical section prior to developing a cost estimate for the alignment.
2. Access Management
  - a. The ENGINEER will prepare an access management plan that will address driveway and median opening locations throughout the corridor. The projected traffic volumes will be utilized to determine proposed turn lane lengths.

### 3. Traffic Forecasting

- a. The ENGINEER will review previous design traffic studies performed for CR 484 and SW 49<sup>th</sup> Avenue, and information provided by Florida Crossroads Commerce Park to develop anticipated daily and peak hour traffic volumes along the proposed roadway. The design traffic volumes will be utilized for the development of the typical section, turn lane lengths, and pavement design. Evaluation of the intersection of the proposed roadway with CR 484 is not included within this scope, as it is currently under design with a separate project.

### 4. Opinion of Probable Cost

- a. The ENGINEER will prepare preliminary opinions of probable construction costs for the alignment. The estimated amount of right-of-way for the alignment will be prepared.

### 5. Stakeholder Meetings

- a. The ENGINEER will prepare for and attend up to two meetings with the COUNTY and the McGinley Family Partnership to discuss the typical section alternatives, alternative alignments, and receive their feedback.

### 6. Preliminary Engineering Report Memorandum

- a. The ENGINEER will prepare a memorandum summarizing the information developed in this phase of the project, and documenting the alternatives evaluation and recommended alternative.

### 7. Board of County Commissioner's Meeting.

- a. The ENGINEER will prepare for and attend a Board of County Commissioner's (BOCC) Meeting in support of a regular agenda item to gain approval of the alignment to move into the design phase of the project. This task does not include preparation of a formal presentation for the BOCC meeting.

## C. ENVIRONMENTAL ANALYSIS AND REPORTING

1. Natural Resource Assessment. ENGINEER will conduct a Natural Resource Assessment to identify wetlands and surface waters and upland habitats (including potential sensitive habitats) in the project area and will evaluate the potential for usage by endangered and threatened species (listed species). In preparing this assessment, the ENGINEER will conduct the following tasks:

- a) Review readily available natural resource documentation, previous environmental studies (provided by client), soils map, FEMA FIRM maps and listed species information.
- b) Request information from the Florida Natural Areas Inventory (FNAI) and the Florida Fish and Wildlife Conservation Commission (FWC) regarding known occurrences of listed species on and near the subject property; Request information from the US Fish and Wildlife Service (USFWS) via the Information for Planning and Consultation (IPaC) Trust Resources Report regarding possible federally listed species.

- c) Two biologists will conduct site reconnaissance to ground truth the database information; Map habitat types on an aerial photograph and document signs of listed species usage during site reconnaissance.
2. Listed Species Surveys. It is anticipated that the surveys described below will be conducted simultaneously or within the same field review. It is anticipated the surveys will require two biologists for 2 days. ENGINEER will conduct the following surveys:
- a) Gopher Tortoise Survey – ENGINEER will conduct a 15% gopher tortoise survey along the proposed roadway alignment, associated pond sites, and proposed utility alignment in accordance with FWC guidelines. Gopher Tortoise burrows identified in the survey will be mapped using hand-held GPS and classified according to activity (potentially occupied or abandoned). Following the survey, a map of burrows identified will be completed.
  - b) Burrowing Owl Survey – ENGINEER will conduct pedestrian survey along the proposed roadway alignment, associated pond sites, and proposed utility alignment. Burrowing owl burrows will also be located with GPS. A map showing the approximate location of burrows will be prepared following the survey.
  - c) Eastern indigo snake – ENGINEER will conduct a limited pedestrian survey to identify Eastern indigo snake or snake refugia that occurs along the proposed roadway alignment, associated pond sites, and proposed utility alignment.
  - d) Sand and Blue-tailed Mole Skink Pedestrian Survey and Analysis – ENGINEER will conduct an analysis of the current condition of the alignment/pond sites/utility alignment, photograph the habitats and conduct a pedestrian survey to identify potential sand and blue-tailed mole skink tracks. This scope does not include a formal cover board survey. Coordination with USFWS will be required after the pedestrian survey to determine if a cover board survey is necessary. An additional scope and fee will be provided if a cover board survey is required.
  - e) Florida Scrub-Jay Potential Habitat Survey – ENGINEER will conduct an analysis of current habitats within the proposed roadway alignment, associated pond sites, and proposed utility alignment to determine if habitat is suitable for Florida scrub-jays. This scope does not include a formal scrub-jay survey (5-day survey conducted between March and October). Following the site visit for the NRA, coordination will be required with USFWS to determine if a formal scrub-jay survey will be necessary. If a formal 5-day scrub-jay survey is required, a separate scope and fee will be prepared for this additional survey effort.
  - f) Listed Species Summary. Following the surveys listed above, a summary of the surveys will be included in the NRA. The NRA will include a summary of field methodologies and results. Field maps showing the location of identified species will be prepared along with field data sheets used for the surveys. ENGINEER will schedule and attend one meeting in the USFWS Jacksonville office to discuss the results of the surveys and an approach for moving forward with the project or permits required.
3. Environmental Resource Permit. ENGINEER will complete the Environmental Resource Permit application (Sections A, C and E) and an Environmental Narrative summarizing the results of the NRAs and surveys completed. It is anticipated that a US Army Corps of

Engineers (USACE) permit will not be required so the separate application is not needed. If a USACE permit is required, a separate scope and fee will be prepared.

4. Federal Listed Species Permitting. Until the NRA site visit and the above-mentioned listed species surveys are completed, it is unknown if any federal species permitting will be required. Therefore, this scope does not include any federal species permitting. Following the site visit and the meeting with USFWS, a separate scope and fill will be prepared if additional surveys for federal species and/or any federal species permitting is required.
5. State Listed Species Permitting (Optional depending on results of survey and impacts)

If burrowing owls or gopher tortoise are identified and will be impacted, permits for gopher tortoise relocation and burrowing owl burrow take will be required. The on-line applications will be prepared and submitted to FWC. All permit application fees will be paid by the County. The information prepared as part of task 2 (survey maps) can be used for the application. ENGINEER will attend one field meeting with FWC if required and will respond to one request for additional information. Note: Prior to construction a 100% survey for gopher tortoise will be required 90 days prior to the start of construction. The 100% survey is not included in this scope.

#### **D. SURVEYING AND MAPPING – ROADWAY CORRIDOR**

**Design Survey: +/-6,000 feet of topography; 1 existing parcel; 1 intersecting street; 2 proposed pond sites**

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 CR 484, certified corner records and horizontal and vertical control. The ENGINEER will contract with a Title Company to obtain the Ownership and Encumbrance Report for the McGinley Family Partnership parcel. The report will be relied upon for any individual easements or right of way takings.
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, which we assume has been previously established 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 100-foot station and extend a distance of 100 feet right and 100 feet left of the centerline alignment. Above ground improvements and surface evidence of underground utilities, including aboveground visible wells will be located.

Up to 15 geotechnical boring locations will be staked in the field and the corresponding northing, easting and elevation will be provided.

Those trees that are 12" diameter at breast height and greater, lying within the topographic limits, will be located and included in the digital base map.

The topographic data obtained in the field will be processed, downloaded, checked and imported into the base map digital control file.

4. *Sketch and Legal Descriptions of Right-of-Way Acquisition Parcels and Drainage Retention Areas:* Based upon a review of the Marion County Property Appraisers website, there is one parcel and 2 drainage retention areas lying within the proposed corridor that will require easement/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. The legal descriptions and sketches will be prepared in accordance with the Standards of Practice 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.
5. *Right of Way Map:* A right of way map will be prepared for the final roadway corridor. Prior to final recording in the public records, the ENGINEER will update the map to depict the boundaries of the acquired parcels based upon the recorded information provided by the COUNTY. The right of way will be monumented in the field along the right of way lines and those corners will be referenced on the right of way map. The Right of Way Map will be prepared in accordance with the Standards of Practice set forth by the Florida Board of Professional Land Surveyors in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
6. *Field Staking of proposed right of way line:* The proposed right of way line will be staked one time in the field. Four-foot high wooden stakes will be placed along the proposed right of way line at inter-visible points.

#### **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, 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. TRAFFIC OPERATIONS ANALYSIS**

1. Included in Task B.

## **G. DESIGN ANALYSIS**

1. Typical Section Package. A Typical Section Package will be prepared and submitted to the COUNTY for review and approval. The need and desire for sidewalks will be evaluated. The design speed and posted speed will be 45 mph.
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 of Uniform Traffic Control Devices, 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, ADA requirements, access management and scope of work.
3. Pavement Design Package. The required Pavement Designs will be prepared by the ENGINEER. The pavement design will account for the vehicle type and percentage of truck traffic expected for this Project.
4. Design Documentation, Computation Book and Quantities. The ENGINEER will submit to the COUNTY design notes and computations to support and document the design conclusions reached during the development of the construction plans.

Up to three copies of the design notes and computations 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 computations corrected according to COUNTY comments will be resubmitted. At the project completion, a final set of design notes and computations will be submitted with the record set of plans and tracings.

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.

## **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, state and federal requirements. This work will include the engineering analysis necessary to design the following: cross drains, roadway ditches, outfall ditches, storm sewers and retention/detention facilities.
2. The locations of the drainage basins and outfalls will be determined by the ENGINEER, and coordinated with the COUNTY, based on the corridor topography and geotechnical conditions. The ENGINEER will work to provide drainage pond shapes and designs that contain curvilinear geometry adjacent to the roadway, subject to approval by the COUNTY.
3. 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.

4. This drainage analysis will be prepared as a stand-alone design. Modification of existing watershed models that may exist at the COUNTY or the Southwest Florida Water Management District is not included in the scope of work of this Agreement.
5. The scope of work of this Agreement also does not include modification of flood insurance rate maps through FEMA. The current FEMA Flood Insurance Rate Map for the Project area, dated 08/28/2008, does not delineate any regulated flood zones within the Project limits.
6. 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.

#### **I. UTILITY COORDINATION**

The ENGINEER will be responsible for coordinating the proposed design with the affected utility companies to minimize utility conflicts. The COUNTY or individual utility owners will designate the existing utilities within the project limits and assist the utilities during the design phase.

Each utility provider will be responsible for the design of their respective 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 / Utility 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 COUNTY will submit to each Utility Owner the necessary sets of plans for utility coordination and be prepared to provide the project CADD files in electronic format to each Utility Owner upon their request. ENGINEER will provide the 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 prior to the 90% submittal. Utility adjustments will be designed by the utility owners and shown on the plan/profile sheets or other appropriate location in the plan set. Upon completion of these plans, the ENGINEER will send one complete set of plans to each utility owner and to the COUNTY.

#### **J. ROADWAY PLANS**

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

1. Cover Sheet
2. Signature Page
3. Key Map
4. Summary of Pay Items

5. Drainage Maps
6. Typical Sections
7. Summary of Drainage Structures
8. Project Layout
9. Project Control
10. Roadway Plan/Profile Sheets
11. Utility Design Plan/Profile Sheets
12. Drainage-Retention Area Sheets
13. Intersection Detail sheets
14. Special Profile sheets
15. Roadway Soil Survey
16. Cross Sections
17. Signing Pavement and Marking Plans
18. Construction Surface Water Management Plans
19. Miscellaneous construction details

#### **K. WATER AND SEWER UTILITY DESIGN PLANS**

As part of the Roadway Plans described in Task J, the ENGINEER will prepare utility design plans for the following described improvements as generally depicted on the existing DEO grant, Attachment 1 to Exhibit A.

##### **1. FCCP Road Utility Extensions – CR484 to Southern DEO Limits**

###### **Construction Documents and Permits**

This task consists of design and permitting engineering services for the following utility extensions along the FCCP roadway. The water and sewer utility plans will be included in the CR484 roadway widening plan set, but will be shown on separate plan and profile sheets. The plans will be prepared on 11"x17" plan sheet size, to be consistent with the roadway design plans.

- Approximately 10,750 LF of 12-inch FM from CR484 to Marion Oaks Manor.
  - Approximately 9,000 LF of 16-inch WM from CR484 to existing WTP #6.
- a) ENGINEER will provide the appropriate route survey for the WM and FM extensions and connection that lie outside of the planned FCCP road right of way. ENGINEER will provide sketch and legal descriptions of utility routes that lie outside of existing or planned rights of way. ENGINEER will assist the COUNTY in coordinating the utility easements with the FCCP property owner.
  - b) ENGINEER will prepare 30%, 90%, and 100% plans and specifications. ENGINEER will submit the 30%, 90%, and 100% plans to the COUNTY for review and approval. The 30% submittal will consist of construction plans only. The 90% and 100% submittals will consist

of construction plans and an opinion of probable construction cost (OPC).

- c) ENGINEER will provide COUNTY with two hard copy signed and sealed sets of the final construction plans. ENGINEER will also provide COUNTY with electronic copies of the final construction plans in AutoCAD and PDF format.
- d) ENGINEER will prepare a FDEP "Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System" application as required for the sewer force main construction. COUNTY shall provide the required application fee.
- e) ENGINEER will prepare a FDEP "Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWSs" application as required for the water main construction. COUNTY shall provide the required application fee.

#### **L. SIGNING AND PAVEMENT MARKINGS**

The ENGINEER will prepare plan sheets, notes, and details to include the following: General Notes, Plan Sheets, Special Marking Detail sheet and Sign Pole details. No lighted signs are anticipated nor are they included in this work. The ENGINEER will provide Technical Special Provisions for the items of work not covered by the Marion County Land Development Code, FDOT Standard Specifications, Supplemental Specifications or Recurring Special Provisions.

#### **M. PERMITTING**

The ENGINEER will prepare and submit one environmental resource permit application, calculations and design plans to the Southwest Florida Water Management District (SWFWMD). The ENGINEER will submit the required number of plans and supporting documentation to provide a complete permit application. The ENGINEER will respond to requests for additional information and address permitting agency review comments as appropriate, through permit issuance. For all permits, the COUNTY will be the applicant and provide signatures and any permitting fees if required.

The ENGINEER will prepare and submit phased review packages for each set of design plans to the Marion County Office of the County Engineer. Design plans and calculations will be submitted at the following stages:

1. 30% Roadway / Utility Plans and Calculations (Roll plot submittal reviewed at a regular progress meeting)
2. 60% Roadway / Utility Plans and Calculations – **NOT INCLUDED**
3. 90% Roadway / Utility Plans and Calculations
4. 100% Roadway / Utility Plans and Calculations
5. Estimate Quantities and Opinions of Probable Construction Costs at 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 submittal, provide a written response to all COUNTY review comments detailing how each review comment was addressed in the resubmittal.

Following the submittal and review of the 100% Roadway / Utility 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.

#### **N. TRAFFIC CONTROL CONCEPTS**

Traffic Control Concepts. The ENGINEER will prepare conceptual traffic control 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 traffic control plans for review and approval by the COUNTY. Complete Traffic Control Plans will be included as a lump sum bid item in the construction contract.

#### **O. BID ASSISTANCE**

1. Bid Plans and Bid Form. ENGINEER will provide one CD with electronic file versions of the plans in PDF format to the COUNTY for bidding purposes. In addition, two signed and sealed sets of plans will be provided at 11"x17" size format. The ENGINEER will prepare a final bid form that lists all anticipated pay items with corresponding estimated quantities for the COUNTY's use in preparing the bid documents. The actual bid documents, posting the bid for potential bidders, and administration of the bid process will be handled by the COUNTY.
2. Addenda. ENGINEER will assist the COUNTY to prepare necessary addenda during the bidding. The Marion County Procurement Department will be responsible for issuing addenda to the Bidders of Record.
3. Pre-Bid Conference. ENGINEER will prepare for and participate in one Pre-Bid Conference for the subject project. The COUNTY will be responsible for arranging for and conducting the meeting.
4. Bid Opening. Not included.
5. Bid Tabulation. Not included.

- P. POST DESIGN SERVICES (NOT INCLUDED)
- Q. ROADWAY / PEDESTRIAN LIGHTING (NOT INCLUDED)
- R. PUBLIC MEETINGS / PRESENTATIONS (NOT INCLUDED)
- S. LANDSCAPE PLANS (NOT INCLUDED)
- T. EMINENT DOMAIN ASSISTANCE SERVICES (NOT INCLUDED)
- U. EXPERT WITNESS SERVICES (NOT INCLUDED)

#### **PART IV – SCHEDULE**

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

#### **ROADWAY PLANS – NINE CALENDAR MONTHS FROM WRITTEN NOTICE TO PROCEED**

A detailed schedule will be provided to the COUNTY by ENGINEER at the Kickoff Meeting, and will be maintained and updated throughout the duration of the project.

#### **PART V – MISCELLANEOUS**

#### **SECTION I. PROVISIONS FOR WORK**

#### **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, Latest Edition
2. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (FDOT)
3. FDOT Florida Design Manual
4. FDOT Drainage Manual
5. AASHTO's "A Policy on Geometric Design of Highways and Streets"
6. Florida Manual on Uniform Traffic Studies (MUTS)
7. Manual on Uniform Traffic Control Devices (MUTCD)
8. AASHTO Guide for Bicycle Facilities Design

#### **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 contract.

The ENGINEER will provide a Quality Control Plan 30 days after the official Notice-to-Proceed 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 formal written correspondence between the ENGINEER and any party pertaining specifically to this contract will be provided to the COUNTY for their records.

### **E. SUBMITTALS**

The ENGINEER will provide copies of the required documents as listed below. 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 submittal will be provided to the COUNTY for each utility company affected by the project.

#### **Engineering Items:**

1. 30% Roadway / Utility Plans and Calculations (Roll plot submittal reviewed at a regular progress meeting)
2. 90% Roadway / Utility Plans and Calculations
3. 100% Roadway / Utility Plans and Calculations
4. Opinions of Probable Construction Costs at 90% and 100% Plans Stages in Microsoft Excel format
5. Final Roadway / Utility Plans, signed and sealed
6. Digital files will be provided in electronic format at the final submittal

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# Kimley»Horn

## Certificate of Secretary

To Whom It May Concern:

I am the duly qualified and acting Secretary of Kimley-Horn and Associates, Inc., a North Carolina Corporation.

The following is a true copy of a resolution duly adopted by the Board of Directors of the corporation at the Board meeting held on December 18, 2018 and entered in the minutes of such meeting in the minute book of the corporation.

"The Board unanimously approved the contract signing authority of employees as presented." (A copy of the employee lists as presented is enclosed.)

The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repealed, and is now in full force and effect.

Dated:

4/8/19



Richard N. Cook, Secretary

(corporate seal)



Kimley-Horn and Associates, Inc.  
FULL CONTRACT SIGNING AUTHORITY  
December 18, 2018

ATLANTIC  
BALTIMORE

Falk, Katherine W.  
Kraft, Jonathan H.

HOBOKEN

Gibson, Adam T.

NEWPORT NEWS

Collins, Carroll E.

NORTHERN VIRGINIA

Ameel, Adrienne C.  
Carter, Erica V.  
Elman, Paul D.  
Giffin, Geoffrey D.  
Kauppila, John L.  
Lefton, Steven E.  
Martin, Robert J.  
Murphy, Terence T.  
Sauro, Thomas J.  
Stevens, Ross S.  
Whyte, Richard D.  
Yarnal, Brian D.

PRINCETON

Diggan, Tony W.

RICHMOND

Brewer, Brian J.  
Harmon, Amanda R.  
Hill, Corey  
Lickliter, Ashley C.  
McPeters, Brian A.  
Musarra, Salvatore J.  
White, Timothy E.

VIRGINIA BEACH

Chambers, Jon S.  
Crum, Katie E.  
France, William D.  
Jucksch, Rebecca R.  
Mackey, William F.  
Marscheider, Edward A.  
Mertig, Karl E.  
Miller Edward W.  
Nash, William A.  
Royal, Jack R.  
Tewksbury, Carl F.  
Votava Charles F.

WHITE PLAINS

Van Hise, Kevin

CALIFORNIA

LOS ANGELES

Blume, Robert D.  
Fares, Jean B.  
Kerry, Nicole M.  
Kyle, Gregory S  
Phaneuf, Alyssa S.

OAKLAND

Akwabi, Kwasi  
Dankberg, Adam J.  
Durrenberger, Randal R.

ORANGE

Adrian, Darren J.  
Ciandella, Serine A.  
Hourigan, E. Vincent  
Matson, Jason B.  
Melvin, M. Pearse  
Phillips, Chad E.

PLEASANTON

Mowery, Michael C.  
Pulliam, John E.  
Sowers, Brian E.

SACRAMENTO

Melvin, Enda  
Pittalwala, Fareed S.  
Weir, Matthew D.

SAN DIEGO

Barlow, Matthew T.  
Espelet, Leonardo E.  
Harry, Jennifer L.  
Kaitsas, Joseph D.  
Knapton, Michael J.  
Landaal, Dennis J.  
McWhorter, Samuel L.  
Podegracz, Anthony J.  
Ross, Michael S.

SAN JOSE

Hedayat, Leyla  
Meyerhofer, Peter N.  
Venter Frederik J.

FLORIDA

BOCA-DELRAY

Schwartz, Michael F.  
Webber, Jason A.

FORT LAUDERDALE

Alam, Mudassar M.  
Capelli, Jill A.  
Falce, Christopher T.  
McWilliams, John J.  
Ratay, Gary R.  
Saxena, K.K.

JACKSONVILLE

Brenny, Martin T.  
Mecca, Joseph P.  
Roland, George E.

LAKELAND

Bulloch, Kelly B.  
Lewis, Jason A.  
Wilson, Mark E.

MIAMI

Baldo, Burt L.  
Buchler, Aaron E.  
Collier, Julio A.  
Fernandez, Jorge L.

OCALA

Bryant, M. Lewis

ORLANDO

Chau, Hao T.  
Jackson, Jay R.  
Martin, Jonathan A.  
Mingonet, Milton S.  
Thigpen, Jonathan D.  
White, Wayne E.

SARASOTA

Klepper, B. Kelley  
Nadeau, Gary J.  
Schmid, Seth E.  
Stovall, Thomas M.

ST. PETERSBURG

Dodge, Dawn M.

TALLAHASSEE

Barr, Richard R.  
Sewell, Jon S.  
Wetherell, Ryan S.

TAMPA

Gilner, Scott W.  
Lee, Nathan Q.

VERO BEACH

Cave, Derrick B.  
Good, Brian A.  
Peed, Brooks H.  
Roberson, Kevin M.  
Stephens, Britt L.

WEST PALM BEACH

Atz, John C.  
Barnes, R. Russell  
Campbell, David C.  
Heggen, Christopher W.  
Mufleh, Marwan H.  
Rapp, Bryan T.  
Schanen, Kevin M.  
Sumislaski, James M.  
Walthall, David W.

MID-WEST

CHICAGO

DOWNTOWN

Dvorak, Jr., William E.  
Marnell, Colleen L.  
Morton, Jr., Arthur J.  
West, Craig L.

CHICAGO

SUBURBAN

Antony, Dean M.  
Heinen, Andrew N.  
Sjogren, Timothy

COLUMBUS

Muller, Justin M.

INDIANAPOLIS

Butz, Jr., William A.

TWIN CITIES

Bishop, Mark C.  
Coyle, Daniel J.  
Danielson, Paul B.  
Henderson, Benjamin J.  
Horn, Jon B.  
Leverett, Christopher C.  
Matzek, William D.  
Williamson, Sarah T.

MOUNTAIN

DENVER

Colvin, Scott W.  
Krell, Gabriel M.  
Phelps, Randall J.  
Rowe, Curtis D.  
Salvagio, Robin  
Turner, Meaghan M.  
Valentine, Brian W.

LAS VEGAS

Ackeret, Kenneth W.  
Colety, Michael D.  
Moles, Richard A.

MESA

Grandy, Michael L.  
Margetts, Sterling T.  
Walnum, Nathan C.

PHOENIX

Conrad, John R.  
Hermann, Michael J.  
Kimm, Kevin J.  
Kissinger, John C.  
Leistiko, David J.  
Mutti, Brent H.  
Noon, Lisa K.  
Omairs, Ahmad A.  
Perillo, Adam C.  
Purtile, Vicki L.  
Schiller, Michael G.  
Smalkoski, Brian R.  
Williams, Laura J.

RENO

O'Brien, Molly M.

SALT LAKE CITY

Johnson, Zachary A.

TUCSON

Crowther, Brent C.

SOUTHEAST

ALPHARETTA

Fanney, Lawson H.  
Hamilton, James R.  
James, Alvin B.  
Walker, John D.  
Webb, Floyd C.

ATLANTA

Newton, Gary T.  
Rushing, Michael L.

ATLANTA MIDTOWN

Fink, Kenneth L.  
Johnston, Sean P.  
Meador, Emily H.  
Montanye, Emmeline F.  
Ross, Robert A.  
Stricklin, David L.

CHARLOTTE

Blakley, Jr., Stephen W.  
Edwards, Matthew A.  
Hume, Robert M.  
Wilhelm, William R.

COLUMBIA

Iser, Christopher M.

DURHAM DOWNTOWN

Beck, Chadwick W.

MEMPHIS

Collins, James F.  
Danley, Drake E.

NASHVILLE

Dufour, Zachary J.  
Rhodes, Christopher D.

RALEIGH

Adams, Richard C.  
Balltzglier, Lindsey  
Barber, Barry L.  
Byrd, Michael N.  
Cook, Richard N.  
Deans, Neil T.  
Dunzo, Mark W.  
Flanagan, Tammy L.  
Kuzenski, John  
McEntee, David L.  
Nuckols, Charles A.  
Rohrbaugh, Richard R.  
Squires, Christopher A.  
Sutter, Karl V.  
Venters, Samantha  
Wilson, Jon E.  
Wilson, Mark S.

**Kimley-Horn and Associates, Inc.**  
**FULL CONTRACT SIGNING AUTHORITY**  
**December 18, 2018**

**TEXAS**

AUSTIN

Boecker, Brian C.  
Van Leeuwen, Andrew

DALLAS

Hall, James R.  
Harris, Mark E.  
Henigsman, Dean A.  
Hoppers, Kevin P.  
Nathan, Aaron W.  
Smith, Eric Z.  
Swindler, Roderick P.

FORT WORTH

Arnold, Scott R.  
Gary, Glenn A.  
James, Jeffery

FRISCO

Brignon, Brit A.  
McCracken, Paul D.

HOUSTON

Frysinger, Chris V.  
Guillory, Michael B.

LAS COLINAS

Tribble, Guy B.

SAN ANTONIO

Famsworth, Jeffrey A.

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