

CONTRACT BETWEEN COUNTY AND ENGINEER

This Contract between COUNTY and ENGINEER (this "Contract"); made and entered by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Avenue, Ocala, FL 34471, (hereinafter referred to as the "COUNTY") and **Kimley-Horn and Associates, Inc.**, located at 1823 E Fort King St, Suite, Suite 200, Ocala, FL 34471, possessing FEIN# 56-0885615 (hereinafter referred to as the "ENGINEER") under seal for the SW 49th Avenue Capacity Preliminary Engineering Report (PER), South Phase (from Marion Oaks Manor to Marion Oaks Trail) 16Q-020, (hereinafter referred to as the "Project"), and the COUNTY and the ENGINEER hereby agreeing as follows:

WITNESSETH:

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

Section 1 – Term. This Contract shall commence upon Board approval and the final Preliminary Engineering Report (PER) shall be delivered to COUNTY within ten (10) months from the execution of the Contract ("Term").

Section 2 – Scope of Services. As per specifications and requirements of RFQ 16Q-020, the ENGINEER shall develop and deliver to COUNTY a (PER) for the South Phase of the SW 49th Avenue Capacity project (from Marion Oaks Manor to Marion Oaks Trail), based on the detail outlined in Exhibit A (the "Work").

Section 3 – Compensation. COUNTY shall make payment to ENGINEER, under COUNTY'S established procedures, upon completion of the services or receipt of product as described in Section 2 of this Contract. There shall be no provisions for pricing adjustments during the Term. ENGINEER agrees that if payment is made by COUNTY procurement card (p-card), charges will not be processed until goods or services are shipped, or are received by COUNTY, and in acceptable condition. Not more frequently than monthly, unless otherwise agreed in writing by ENGINEER and COUNTY, ENGINEER shall submit an invoice to COUNTY requesting payment for services properly rendered and reimbursement for reimbursable expenses 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 eservices 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 the ENGINEER's invoice for final payment and reimbursements shall further constitute the 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. The Classification Table and hourly rate for services related to this project are identified below:

Classification	Rates
Principal Engineer	\$175
Project Manager (Registered)	\$145
Project Engineer (Registered)	\$125
Staff Engineer	\$ 95
Staff Geologist	\$ 85
GIS Technician	\$ 75
CADD Designer	\$ 75
Staff Scientist	\$ 75
Clerical	\$ 35

ENGINEER shall be permitted to mark up any subcontractor's fees, but shall not exceed 110% of actual costs. For comparable services/classifications, the ENGINEER may not bill more for its subcontractor's rates than its own Fee Schedule identified above (i.e. a sub's Clerical rate may not exceed the ENGINEER's Clerical rate).

Section 4 – 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
1823 E Fort King St, Suite, Suite 200, Ocala, FL 34471
CONTACT PERSON: Richard Busche | 352-438-3000 | E-mail: richard.busche@kimley-horn.com
COUNTY: Marion County Office of the County Engineer
c/o Marion County Board of County Commissioners
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to the COUNTY hereunder shall also be sent to:

Procurement Director
Marion County Procurement Services Department
2631 SE 3rd St, Ocala, FL 34471
And e-mailed to: procurement@marioncountyfl.org

Section 5 – Assignment. ENGINEER may not subcontract all or any part of this Contract without written approval by COUNTY.

Section 6 – 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 described in Section 2 of this Contract. ENGINEER shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Contract.

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

Section 8 – Public Records Compliance Services. ENGINEER'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S., ENGINEER agrees to comply with all public records laws, specifically to:

1. Keep and maintain public records required by COUNTY to perform the Work.
 - a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
 - b. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with COUNTY. ENGINEER'S records under this Agreement include but are not limited to, ENGINEER/subcontractor invoices and contracts, Project documents, meeting notes, emails and all other documentation generated during this Agreement.
2. 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 copies within a reasonable time at a cost that does not exceed the cost provided for by law. If ENGINEER does not comply with COUNTY's request for records, COUNTY shall enforce the provisions in accordance with this Contract.

3. 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 This Contract Term and following completion of This Contract if ENGINEER does not transfer the records to COUNTY.
4. Upon completion of This Contract, 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 service. If ENGINEER transfers all public records to COUNTY upon completion of This Contract, 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 Contract, ENGINEER shall meet all applicable requirements for retaining public records. All records kept 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.

IF ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT MARION COUNTY PROCUREMENT AT (352) 671-8444, BY MAIL AT 2631 SE 3rd ST, Ocala, FL 34471 OR BY EMAIL AT PROCUREMENT@MARIONCOUNTYFL.ORG.

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.

Section 9 – 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.

Section 10 – Insurance. As applicable, during the period the services are rendered, 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 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 Procurement Services Director should be shown as the Certificate Holder, and the Certificate should provide for 30-day cancellation notice to the Procurement Services Director's address 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 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 11 – Independent CONTRACTOR. In the performance of this Contract, 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 the ENGINEER in the full performance of this Contract.

Section 12 – Default/Termination. In the event ENGINEER fails to comply with any of the provisions of this Contract, COUNTY may terminate this Contract 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 contract for cause upon written notice to ENGINEER without prejudice to County in the event of termination of this Contract for cause. COUNTY may terminate this Contract for cause upon written notice to ENGINEER without prejudice to COUNTY. COUNTY will be responsible to compensate ENGINEER the Work timely and satisfactorily performed pursuant to this Contract up to the date of termination. COUNTY may terminate this Contract without cause providing at least thirty (30) days written notice to ENGINEER. In the event of termination of this Contract without cause, COUNTY will compensate ENGINEER for the Work timely and satisfactorily performed pursuant to this Contract up to the date of termination. Notwithstanding any other provision of this Contract, this Contract 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 Contract. COUNTY shall have no further obligation to ENGINEER, other than to pay for services rendered prior to termination.

Section 13 – Timely Performance. All Work will commence upon authorization from the COUNTY’s representative. All Work will proceed in a timely manner without delays.

Section 14 – Damage to Property. ENGINEER shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Contract 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 prior to final inspection and acceptance, ENGINEER shall replace the same without additional cost to COUNTY, as applicable.

Section 15 – 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 Contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 16 – Use of Other Contracts. COUNTY reserves the right to utilize any county contract, State of Florida contract, city or county governmental agencies, school board or community college/state university system, cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this solicitation/Contract if it is in the best interest of COUNTY.

Section 17 – 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 this Contract’s award. By previously signing the RFQ/RFP Acknowledgment and Addenda Certification Form, and this Contract 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 Contract, 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 Contract to enroll and participate in the E-Verify Program within ninety (90) days of the effective date of this Contract 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 Contract and COUNTY may treat a failure to comply as a material breach of this Contract.

Section 18 – Force Majeure. Neither ENGINEER nor COUNTY shall be considered to be in default in the performance of its obligations under this CONTRACT, 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 19 – Truth in Negotiation. ENGINEER warrants that the wage rates and other factual unit costs supporting the compensation to ENGINEER under this Contract are accurate, complete and current at the time of contracting. In addition, ENGINEER understands and agrees that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which COUNTY determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within one year following the end of this Contract.

Section 20 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The COUNTY shall determine legibility and acceptability for public record purposes. This Contract may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 21 – Authority to Obligate. Each person signing this Contract on behalf of either Party individually warrants that he or she has full legal power to execute this Contract 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 Contract.

Section 22 - ENGINEER'S Basic Duties. By executing this Contract, 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 the Project Architect in connection with the Project. Execution of this Contract 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 23 - Bidding/Negotiation Services. ENGINEER shall assist COUNTY or Project's Construction Manager in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. Services performed in this phase include reviewing submittals and review for permitting.

Section 24 - Construction Administration Services. As a representative of COUNTY, ENGINEER shall visit the site at intervals appropriate to the stage of the Contractor'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 the Contract Documents.

Section 25 - COUNTY'S Right to Withhold Payment. In the event that COUNTY 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 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 26 - 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. The Project Architect 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 the COUNTY or others. COUNTY shall not reuse or make any modifications to the drawings, specifications, and other documents without prior written authorization of ENGINEER.

IN WITNESS WHEREOF the parties have entered into this Contract on the date of the last signature below.

ATTEST:

 8/29/16
DAVID R. ELLSPERMANN, DATE
CLERK OF COURT

MARION COUNTY BOARD OF
COUNTY COMMISSIONERS

 8/29/16
KATHY BRYANT, DATE
CHAIRMAN

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY


 for 8/24/16
MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

BCC APPROVED: July 19, 2016
16Q-020 | SW 49th Avenue Capacity Preliminary
Engineering Report (PER), South Phase (from
Marion Oaks Manor to Marion Oaks Trail)

WITNESS:


SIGNATURE
Ashley Par-Due
PRINTED NAME

KIMLEY-HORN AND ASSOCIATES, INC:

 8.22.16
SIGNATURE DATE

PRINTED NAME

ITS: (TITLE)

WITNESS:


SIGNATURE
James E. Clayton III
PRINTED NAME

Richard V. Busche, P.E., CFM
Sr. Vice President
Kimley-Horn and Associates, Inc.

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

**SCOPE OF SERVICES
FOR PRELIMINARY ENGINEERING SERVICES**

For

SW 49th Avenue S Phase (RFQ 16Q-020)

From Marion Oaks Manor to Marion Oaks Trail

Marion County, Florida

KIMLEY-HORN AND ASSOCIATES, INC.
(Consultant)

By: 

(Signature)

Richard V. Busche, PE, CFM – Senior Vice President
(Print Name and Title)

Date: 06/28/2016, Revised 8/22/2016

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PART I - PREAMBLE

1. PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of Kimley-Horn and Associates, Inc., hereinafter called the ENGINEER and the Marion County, a political subdivision of the State of Florida, Office of the County Engineer, hereinafter called the COUNTY, in connection with the completion of necessary Planning, Engineering and Environmental Studies, Public Involvement activities to prepare a Preliminary Engineering Report (PER) and conceptual design plans for the proposed improvements to SW 49th Avenue S Phase, from Marion Oaks Manor to Marion Oaks Trail.

The ENGINEER will provide a complete PER for the assigned segment of the SW 49th Avenue project, in accordance with Marion County Standards, Marion County Land Development Code (LDC), the Florida Department of Transportation (FDOT) standards, and all other applicable local, federal, state agency and code requirements. The roadway will have a planned right-of-way of 120' which will include a four (4) lane roadway with 12' lanes, a grassed median, bicycle lanes on each side of the roadway, and a 5' wide sidewalk on both sides of the roadway. Alternate sections that meet COUNTY design criteria will be evaluated as a part of the PER. The proposed design speed will be 45 to 50 m.p.h. The PER is intended to culminate with approval by the Marion County Commission of the alignment and typical section for the South Segment of SW 49th Avenue.

The ENGINEER will perform those engineering studies, designs and public involvement services, and technical reviews of the work associated with the development and preparation of the PER. The COUNTY will provide job specific information and/or functions as outlined in this Contract.

During the development of the PER, it will be necessary for the ENGINEER to have access to the proposed roadway corridor alignment for site evaluations, environmental evaluations, geotechnical investigations, etc. A portion of the proposed alignment will be located through existing agricultural 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 planning project.

Based on the advertisement and selection for RFQ 16Q-020, the COUNTY will engage the ENGINEER in providing surveying, roadway design, permitting, right-of-way support services, and post-design services consistent with the preferred alternative identified in the PER under a future contract.

PART II – PRELIMINARY ENGINEERING REPORT

1. GENERAL/PROJECT ADMINISTRATION

The ENGINEER will prepare the PER. This work effort includes public involvement, engineering, and environmental reports necessary to complete the PER.

The project administration activities are based on a 10 month contract period following Notice to Proceed by the COUNTY. The activities that will be undertaken include the following:

- A. *Project Setup*: the ENGINEER will establish project files, project work plan, initiate accounting system, and engage subconsultants.
- B. *Project Schedule*: the ENGINEER will provide a schedule of calendar deadlines within 10 days of Notice to Proceed and will provide updates to the schedule through the life of the contract.
- C. *Monthly Progress Meetings*: the ENGINEER will meet with the COUNTY to review the progress of work and to conduct project reviews. This is limited to a total of 10 such meetings over the life of the contract.

- D. *Progress Reports and Invoices*: the ENGINEER will prepare a monthly progress report to be included with the monthly invoice.
- E. *Adjacent Project Coordination*: the ENGINEER will coordinate with the consultants working on the SW 49th Avenue N Phase PER and Marion Oaks Manor PER as needed during the project.

2. PUBLIC INVOLVEMENT

- A. *Stakeholder Meetings*: the ENGINEER will prepare for and attend up to two (2) meetings with specific affected land owners and/or stakeholders. This would not include public meetings, BOCC workshops, etc. A preliminary list of stakeholders includes the Ocala/Marion County TPO and Richard McGinley. The actual list of stakeholders will be developed in conjunction with COUNTY staff.
- B. *Neighborhood Meeting*: the ENGINEER will prepare for and attend one public neighborhood meeting once study alternatives have been developed. The purpose of the meeting is to inform and obtain feedback from the public on the developed alternatives. For the neighborhood meeting, the ENGINEER will prepare and provide the following items.

1. All elements of the multi-media presentation
2. Handouts
3. Graphics for presentation
4. Meeting equipment set-up and tear-down
5. Legal and/or display advertisements. (The COUNTY will pay the cost of publishing.)
6. Public officials and affected regulatory agency (Agency) letters: The ENGINEER will prepare and mail the letters. The ENGINEER will pay for first class postage. At the COUNTY's discretion, the ENGINEER will e-mail letters in lieu of or in addition to those sent by U.S. Mail.
7. Property owner letters: The ENGINEER will obtain a list of the names and addresses of the property owners from county property appraiser GIS information. The ENGINEER will prepare and mail the letters. The ENGINEER will pay for first class postage.
8. Summary notes of meetings to be provided to the COUNTY no later than 10 business days after the meeting.
9. Draft responses to comments to be provided to the COUNTY.
10. Briefing and debriefing of COUNTY staff

The ENGINEER will investigate potential meeting sites to advise the COUNTY on their suitability. The COUNTY will pay all costs for meeting site rental and insurance.

- C. *Miscellaneous Meetings*: the ENGINEER will prepare for and attend up to two formal meetings with the COUNTY and/or the COUNTY's Board of County Commissioners (BOCC) to provide project updates as outlined below.
 1. Agency kickoff meeting with project team, County staff, utility company representatives, and Agency representatives to discuss the project and request input from attendees regarding potential modification and/or relocation of facilities within the corridor (the "Kickoff Meeting"). ENGINEER will circulate meeting notes to all participants following the Kickoff Meeting.
 2. BOCC Meeting to provide a presentation of the final recommendations within the PER for BOCC consideration and approval of the preferred alternative to move into the design phase of the project.

3. ENVIRONMENTAL ANALYSIS AND REPORTING

A. Environmental Analysis and Reports

ENGINEER will conduct an Environmental Analysis to document the natural, physical and cultural resources within the proposed alignment. This scope also includes a review of potential pond sites. The scope is divided into the following sub-tasks: Natural resources (wetlands, endangered and threatened species, water quality, managed lands and sensitive uplands); Physical Resources (potential contamination); and Cultural Resources (historic and archaeological resources). The COUNTY will be responsible for obtaining permission from property owners for any access to their property necessary to perform the environmental evaluations. It is assumed that noise and air quality impact analysis are not required. These studies can be provided as an additional service if desired by the COUNTY.

B. Natural Resources 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:

1. Review readily available natural resource documentation, previous environmental studies, soils map, Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) maps and listed species information;
2. 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 in the vicinity of the subject property;
3. Two biologists will conduct site reconnaissance to ground truth the database information;
4. Map habitat types, including wetlands, on an aerial photograph and document signs of listed species usage during site reconnaissance.

C. Specific Species Surveys

ENGINEER will perform a scrub jay survey for the corridor, including field reconnaissance and a final report. ENGINEER will coordinate with the United States Fish and Wildlife Service (USFWS) to request an exclusion for sand skink surveys for the projects.

D. Potential Contamination Screening

ENGINEER will conduct a contamination screening. This will include a review of historic aerial photos, other readily available historic resources, if available, and contamination database information to identify potential contamination sites. Site reconnaissance will be conducted to ground truth the database information and identify other potential contamination sites, if any. Files maintained by Florida Department of Environmental Protection or other regulatory Agencies will be reviewed as well for identified sites.

E. Cultural Resources

SEARCH, a subconsultant to the ENGINEER, will perform a Phase 1 Cultural Resource Assessment Survey (CRAS) of the proposed corridor alignment. The Phase I CRAS will consist of archaeological fieldwork and a historic structure survey, the results of which will be presented in a Phase I CRAS report that meets the guidelines of the FDOT PD&E Manual, FDOT Cultural Resource Management Handbook and Chapter 1A-46 of the Florida Statutes. The field methods will follow the recommendations presented in Chapter 3 (Site Identification) of the FDOT Cultural Resource Management Handbook and Section 2 (Cultural Resource

Assessment Surveys) of the FDHR's Cultural Resource Management Standards & Operations Manual. A Phase I CRAS is designed to identify and evaluate cultural resources within a project's Area of Potential Effect (APE). Should additional work (Phase II Site Assessment, Determination of Eligibility, Section 106 Case Report, etc.) be requested by the State Historic Preservation Officer (SHPO) or other Agency subsequent to the review of the Phase I CRAS results, such work will be provided as an additional service.

F. Environmental Documentation

ENGINEER will prepare a Technical Memorandum summarizing the findings in Tasks 3A-3E as well as, permit requirements and additional surveys or evaluations required, if applicable. These additional services could include wetland delineation, additional listed species surveys, Phase I or Phase II Environmental Site Assessments or archaeological or historical surveys. The report will include the following exhibits: location map, quadrangle map, soils map, Florida Land Use, Cover, and Forms Classification System (FLUCFCS) map, potential contamination sites map and listed species data map (if applicable).

4. ENGINEERING ANALYSIS AND REPORTING

A. Design Traffic Analysis

The ENGINEER will perform a design traffic analysis to evaluate the purpose and need of the project and establish the basic design requirements for roadway typical section, intersection design, and Equivalent Single Axle Loads (ESALs) for pavement design.

1. *Data Collection:* The ENGINEER will obtain existing traffic data from the COUNTY and FDOT. The ENGINEER will collect AM and PM peak hour turning movement counts at the following intersections:
 - a. SW 49th Avenue and Marion Oaks Trail
 - b. Marion Oaks Trail and CR 484
 - c. Marion Oaks Manor and Marion Oaks Boulevard
2. *Traffic Forecasting:* The ENGINEER will develop Average Daily Traffic (ADT) and Design Hour Volume (DHV) for the present year, the opening year (2020), ten years (2030) and twenty years (2040) from opening the new facility. The ENGINEER will utilize the existing traffic data obtained and future traffic projections developed through transportation modeling using the Central Florida Regional Planning Model (CFRPM).

ENGINEER will prepare for and attend one meeting with Marion County traffic engineering and TPO staff to reach consensus on the details of the traffic study forecast methodology.

The traffic projections will be used during the study of conceptual design alternatives and for the analysis of any impacts. In addition, the ENGINEER will perform roadway segment and intersection capacity analyses of the following major intersections along the corridor:

- a. SW 49th Avenue and Marion Oaks Trail
- b. SW 49th Avenue and CR 484
- c. Marion Oaks Manor and Marion Oaks Boulevard

Intersection geometry (turn bays and turn bay lengths) and control (traffic signal, stop-control) that optimizes traffic conditions consistent with the County Comprehensive Plan and County Engineering standards will be provided for the intersections for opening year and design year traffic conditions.

3. **Access Management:** 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. The access management plan will also evaluate the access management needs, geometry, and control for the new intersection of SW 49th Avenue at CR 484.
4. **Pavement Design:** Equivalent Single Axle Loadings (ESAL) will be provided for pavement design consistent with FDOT and AASHTO procedures.
5. **Design Traffic Report:** The ENGINEER shall document results and recommendations from the design traffic analysis in a technical memorandum that will be a part of the PER.

B. Drainage Analysis

The ENGINEER will perform preliminary drainage design in order to determine potential outfall locations and preliminary sizes (volume and area) of required detention and/or retention facilities for storm water treatment and attenuation. The location and size of potential detention/retention areas will be determined for all viable alternatives. Up to three pond alternatives per sub-basin will be identified using available topographic maps, property maps and visual examination of candidate sites.

The drainage analysis will include evaluation of existing pond locations to determine whether they have remaining capacity to accommodate any additional impervious area from the proposed improvements. Existing information on the ponds will be obtained from the COUNTY. One soil boring will be taken at each existing pond location to support the analysis.

The ENGINEER will prepare for and attend one meeting with the Southwest Florida Water Management District (SWFWMD) to discuss the project.

The ENGINEER will prepare a Pond Siting Report for the project in accordance with SWFWMD, the COUNTY and FDOT regulations as applicable. The Pond Siting Report will be included as an Appendix of the PER.

C. Geotechnical Evaluation

Geo-Tech, a subconsultant to the ENGINEER, will perform a geotechnical evaluation of the existing pavement and proposed pond locations. Pavement cores will be collected to determine the condition and thickness of the existing pavement structure. Representative cores within existing roadways will be performed. Soil borings to depths of ten feet below existing site grade will be collected in the proposed and/or existing drainage retention areas. Soil borings to depths of six feet below existing site grade will be collected along the proposed alignment through the McGinley Farm. All data collected will be recorded and included in the PER.

D. Utility Coordination

The ENGINEER will coordinate with affected utility companies during development of the recommended build alternative in order to identify and minimize utility conflicts. The ENGINEER will provide the concept plans for the recommended build alternative to all utility companies within the corridor for markups of their existing utilities, planned utilities, and potential impacts. The COUNTY or individual utility companies will designate the existing utilities within the project limits. Based on the coordination with the utility companies along the project, the ENGINEER will prepare a summary of all utility impacts to existing and proposed utilities within the PER. Impacts to utilities will be evaluated in the concept plan development.

E. Airstrip Coordination

The ENGINEER will identify potential impacts and design requirements for the proposed roadway alignment and ponds on the existing grassed airstrips on the McGinley Farm.

5. CONCEPT PLANS

A. Right-of Way Records Research

The ENGINEER will obtain information from the COUNTY Property Appraiser's Office and the COUNTY Clerk of Courts to acquire record evidence of parcel ownership and COUNTY right-of-way within the project area.

B. Existing Roadway Characteristics

The corridor study area will be reviewed in the field to evaluate the constraints and opportunities within the corridor. Issues to be reviewed include the following:

1. Alignment and grades of existing roadways;
2. Access points along the corridors;
3. Proximity of structures, railroads, and other features.

C. Typical Section Analysis

The ENGINEER will develop up to two appropriate build typical section alternatives for the project. The typical sections will include COUNTY and FDOT standard typical sections, and any typical sections that may result in minimizing right-of-way, and incorporating context sensitive solutions.

The ENGINEER will document design criteria to be used for developing conceptual plans. The Design Standards will be identified in accordance with current COUNTY and FDOT (as appropriate) design procedures, policies and standards. The COUNTY will approve the design criteria and typical sections prior to developing a cost estimate for alternative alignments.

D. Access Management

The ENGINEER will determine the access management standard to be applied to the project per applicable COUNTY and State standards. The proposed access management plan will be presented as part of the public involvement process. The proposed access management plan will include recommendations for access management along CR 484 within the influence area of the proposed connection of SW 49th Avenue.

E. Alternatives Analysis

The ENGINEER will develop and evaluate alternative alignments for the proposed build typical section. The alternatives will include up to two different alignment alternatives through new portions of SW 49th Avenue through the McGinley property and connections to Marion Oaks Manor and Marion Oaks Trail.

F. Conceptual Layout Alternatives

The ENGINEER will develop a Computer Aided Design and Drafting (CADD) base map that includes existing characteristics as obtained from readily available information. The base map information shall be compatible for use on aerial photography used for public hearing presentations, corridor maps, and concept plans.

The ENGINEER will prepare alternative concept layouts for the viable alternatives to be utilized in the public involvement meetings and alternatives analysis. Up to two alternatives are assumed.

The deliverable for this work will be a Conceptual Alignment Map. All alignments will be shown on one map, which may consist of multiple plates to effectively cover the corridor study area.

G. Recommended Alternative Concept Plans

The ENGINEER will prepare 11"X17" signed and sealed concept plans for the recommended alternative. The concept plans will depict horizontal geometry for the recommended alternative to approximately the 30% design level.

H. Opinion of Probable Cost

The ENGINEER will prepare preliminary opinions of probable cost including right-of-way acquisition and construction costs for each design alternative.

6. PRELIMINARY ENGINEERING REPORT

A PER will be prepared that will summarize the information developed in this phase of the project. This report will document the effort undertaken leading up to the selection of the preferred alignment and the development of the Conceptual Improvement Plans. The PER will be prepared in 11"X17" format and will include:

1. Summary of all engineering and environmental tasks
2. Summary of public involvement activities
3. Summary of the advantages and disadvantages of each alternative
4. Summary of the estimated costs for each alternative
5. Conceptual plans for the Recommended Alternative

A Draft PER will be prepared for review by the COUNTY. Comments on the Draft PER will be incorporated into a final signed and sealed PER.

PART III – SCHEDULE

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

1. PRELIMINARY ENGINEERING REPORT – 10 Months from Notice to Proceed by COUNTY

A detailed schedule in Microsoft Office and PDF format will be provided to the COUNTY by ENGINEER at the Kickoff Meeting.

PART IV – MISCELLANEOUS

1. GOVERNING REGULATIONS

The services performed by the ENGINEER will be in compliance with applicable COUNTY and FDOT standards and guidelines. The current edition, including updates, of the following references and guidelines will be used in the performance of this work.

- A. Florida State Statutes
- B. Florida Administrative code
- C. Marion County Land Development Code
- D. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (FDOT Greenbook)
- E. FDOT Roadway Traffic and Design Standards

- F. FDOT Drainage Manual
- G. AASHTO's "A Policy on Geometric Design of Highways and Streets"
- H. Florida Manual on Uniform Traffic Studies (MUTS)
- I. Manual on Uniform Traffic Control Devices (MUTCD)
- J. Highway Capacity Manual
- K. AASHTO Guide for Bicycle Facilities Design
- L. FDOT Quality /Level of Service Handbook
- M. FDOT Basis of Estimates

2. 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.

3. 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 ten (10) 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 this 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.

4. SUBMITTALS

The ENGINEER will provide copies of the required documents as listed below. Up to three (3) copies and one electronic copy will be submitted to the COUNTY.

Summary of Deliverables:

- A. Design Traffic Report
- B. Pond Siting Technical Memorandum
- C. Preliminary Natural Resources Assessment Technical Memorandum
- D. Draft PER (incorporating the technical memoranda as Appendices)
- E. Final Signed and Sealed PER (incorporating the technical memoranda as Appendices)
- F. Alternatives Alignment Map
- G. Signed and Sealed Conceptual Plans for Recommended Alternative (11"x17")

5. OPTIONAL SERVICES

Based on the advertisement and selection for RFQ 16Q-020, the COUNTY will engage the ENGINEER in providing surveying, roadway design, permitting, right-of-way support services, and post-design services consistent with the preferred alternative identified in the PER under a future contract.

The fee for these services will be negotiated for a fair, competitive and reasonable cost, considering the scope and complexity of the project(s). A supplemental agreement adding the additional services will be executed at the appropriate time.

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