

AGREEMENT BETWEEN COUNTY AND PROFESSIONAL SERVICES FIRM

This Agreement Between County and Professional Services Firm, (this “Agreement”) made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as “COUNTY”) and **Kimley-Horn & Associates, Inc.**, located at 421 Fayetteville Street, Suite 600, Raleigh, NC 27601, possessing FEIN# 56-0885615 (hereinafter referred to as “FIRM”) under seal for the SW 38th/40th St Phase A & SW 38th St Phase B (from SW 80th Ave to SW 43rd Ct), (hereinafter referred to as the “Project”), and COUNTY and FIRM hereby agreeing as follows:

WITNESSETH:

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

Section 1 – The Contract. The contract between COUNTY and FIRM, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Board of County Commissioners shall be effective on the last signature date set forth below.

Section 2 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County Solicitation #22Q-152 - SW 38th/40th St Phase A & SW 38th St Phase B (from SW 80th Ave to SW 43rd Ct), the Offer, Scope and/or Specifications, Plans and/or Drawings, any/all Addenda as issued in support of this Solicitation and any/all Exhibits defined herein, Certificates of Insurance and Notice to Proceed or Purchase Order.

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

Section 3 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any person or entities other than COUNTY and FIRM.

Section 4 - Term. This Agreement shall commence upon COUNTY’s Board of County Commissioner’s approval. The Work (defined herein) shall commence upon issuance of Notice to Proceed with 240 days to achieve final completion (“Term”). **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence. The Work may be presumed abandoned after ninety (90) days if FIRM terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) consecutive days. All Work will proceed in a timely manner without delays.

Section 5 – Scope of Services. As per specifications and requirements of the Project 22Q-152, shall provide complete Professional Services as stated in the Solicitation and shall additionally adhere by the duties attached in **Exhibit A** all services referred to herein as “Work.” The Work shall particularly comply with the original RFQ

Section 6 – Compensation. COUNTY shall make payment of \$359,208.00, (the “Agreement Price”), to FIRM under established procedure, as invoiced by FIRM and not more frequently than once per month for the Work performed that month and in accordance with the Classification and Hourly Fee schedule, **Exhibit B**, hereto. There shall be no provisions for pricing adjustments during the Term. FIRM’s invoices shall describe with reasonable particularity each service rendered, the person(s) rendering the service, and the person’s billing rate. Each invoice

shall bear FIRM's signature which shall constitute the FIRM's representation to COUNTY that the services indicated in the invoice have been reasonably incurred, that all obligations of FIRM covered by prior invoices have been paid in full, and that, to the best of the FIRM's knowledge, information and informed belief, the amount requested is currently due and owing and that there is no reason known to FIRM that payment of any portion thereof should be withheld. Submission of FIRM's invoice for final payment shall further constitute FIRM's representation to COUNTY that upon receiving from COUNTY the amount invoiced, all obligations of FIRM to others, including its consultant incurred in connection with the Project, will be paid in full forthwith.

Section 7 – Assignment. FIRM 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, FIRM shall obtain and pay for all licenses and permits, as required, to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

Section 9 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 10 – Books and Records. FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel and records of Reimbursable Expenses. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 11 – Public Records Compliance

A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations | 601 SE 25th Ave, Ocala, FL 34471

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

Email: publicrelations@marionfl.org

B. FIRM shall comply with public records laws, specifically:

- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
- Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

Section 12 – Indemnification, pursuant to Section 725.08, F.S. FIRM shall indemnify COUNTY and its elected officials and employees against, and hold COUNTY and its elected officials and employees harmless from, all liabilities, damages, losses, and costs, including but not limited to reasonable attorneys’ fees, which COUNTY or its elected officials and employees may sustain, or which may be asserted against COUNTY or its elected officials and employees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM, in the performance of the Agreement, including but not limited to property damage, harm or personal injury, including death, to the extent allowed by Section 725.08, F.S., and to the extent that the services rendered pursuant to the Agreement were services of a “Design Professional” as defined in Section 725.08(4), F.S. This section shall survive the termination of the Agreement.

Section 13 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director’s address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- The Contractor/Vendor, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

- In the event the Contractor/Vendor does not own vehicles, the Contractor/Vendor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

PROFESSIONAL LIABILITY INSURANCE with limits of not less than \$1,000,000 per occurrence and \$2,000,000.00 annual aggregate. Higher limits may be required for projects valued in excess of \$5,000,000. Projects \$5,000,000 or more will need to be reviewed by COUNTY’s Risk and Benefit Services Department to determine appropriate Professional Liability limits. The policy must be maintained by FIRM for the duration of the Project. If the policy is written on a claims-made basis, FIRM must maintain the policy for a minimum of 5 years following the completion of the Project.

Section 14 – Independent Contractor. In the performance of this Agreement, FIRM will be acting in the capacity of an “Independent Contractor” and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

Section 15 – Default/Termination. In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the

event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all the work timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

Section 16 – Damage to Property. FIRM shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 17 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 18 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this solicitation/Agreement if it is in the best interest of COUNTY.

Section 19 – Employee Eligibility Verification. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Contract unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Contract.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

- a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- a) COUNTY shall immediately terminate FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- b) If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- c) FIRM shall maintain a copy of such affidavit for the duration of this Contract and provide it to COUNTY upon request.
- d) FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- e) If COUNTY has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.095, F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor.

FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.

- f) If COUNTY terminates this Contract with FIRM, FIRM may not be awarded a public contract for at least one (1) year after the date of termination.
- g) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- h) Any such termination under this subsection is not a breach of this Contract and may not be considered as such.
- i) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- j) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Contract and COUNTY may treat a failure to comply as a material breach of this Contract.

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

Section 21 – Truth in Negotiation. FIRM warrants that the wage rates and other factual unit costs supporting the compensation to FIRM under this Agreement are accurate, complete and current at the time of contracting. In addition, FIRM understands and agrees that the original Agreement Price and any additions thereto will be adjusted to exclude any significant sums by which COUNTY determines the Agreement Price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one year following the end of this Agreement.

Section 22 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final Agreement of the Parties and conclusive proof of such Agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 23 – Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.

- 1. If this Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
 - b. Engaged in business operations in Cuba or Syria.
- 2. If this Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or

- b. Engaged in a boycott of Israel.
- B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria.
 - 1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
 - 2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
 - 3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
 - c. Been engaged in business operations in Cuba or Syria; or
 - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
 - 4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
- C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
 - 1. Was entered into or renewed on or after July 1, 2018, and
 - 2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 24 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 25 - FIRM's Basic Duties. By executing this Agreement, FIRM represents to COUNTY that FIRM is professionally qualified to act in the professional capacity for the Project and is licensed to practice by all public entities having jurisdiction over FIRM and the Project. FIRM further represents to COUNTY that it will maintain all necessary licenses, permits or other authorizations necessary to act as the professional representative for the Project until its remaining duties hereunder have been satisfied. FIRM assumes full responsibility to COUNTY for the improper acts and omissions of its consultants or others employed or retained by FIRM in connection with the Project. Execution of this Agreement by FIRM constitutes a representation that it will become familiar with the Project site and the local conditions under which the Project is to be implemented.

Section 26 – Prohibition Against Contingent Fees. The Engineer warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, or individual firm, other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

Section 27 - Bidding/Negotiation Services. FIRM shall assist COUNTY or Construction Manager in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. Services performed in this phase include reviewing agency submittals and review for permitting.

Section 28 - Construction Administration Services. As a representative of COUNTY, FIRM in conjunction with COUNTY's project management team shall visit the Project site at intervals appropriate to the stage of the FIRM's operations, or as otherwise agreed with COUNTY to become generally familiar with and to keep COUNTY informed about the progress and quality of the portion of the Work completed. FIRM shall determine in general if the Work is being performed in a manner that would indicate that the Work, when fully completed, will be in accordance with this Agreement.

Section 29 - COUNTY's Right to Withhold Payment. In the event that COUNTY in its sole judgment becomes credibly informed that any representations of FIRM are wholly or partially inaccurate, COUNTY may withhold payment of sums then or in the future equal to the amount of the inaccuracy, otherwise due to FIRM until the inaccuracy, and the cause thereof, is corrected to COUNTY's reasonable satisfaction.

Section 30 - Use and Ownership of Documents. The drawings, specifications and other documents or things prepared by FIRM for the Project shall become and be the sole property of COUNTY. FIRM shall be permitted to retain copies thereof for its records and for its future professional endeavors. Such drawings, specifications, and other documents or things are not intended by FIRM for use on other projects by COUNTY or others. COUNTY shall not reuse or make any modifications to the drawings, specifications, and other documents without prior written authorization of FIRM.

Section 31 – Firm Conduct: These Guidelines govern FIRM while doing work on COUNTY property, as well as FIRM's employees, agents, consultants, and others on COUNTY property in connection with the FIRM's work or at the FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternalization:** FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

Section 32 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set

forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement. This section shall survive the termination of the Agreement.

Section 33 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties’ compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 34 – Notices. Except as otherwise provided herein, all written communication between the parties, including all notices, shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid and if hand delivered, upon personally handing same to the party to whom the notice of other communication is addressed with signed proof of delivery. If otherwise delivered, notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All parties certify that each has software capable of sending electronic mail read receipts to the other. Any party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. FIRM's and COUNTY's representatives and addresses for notice purposes are:

FIRM: Kimley-Horn & Associates, Inc.
101 East Silver Springs Blvd., Suite 400, Ocala, FL 34470
CONTACT PERSON: Amber Gartner, P.E. | 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 25th Ave, Ocala, FL 34471

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

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

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

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

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

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

ATTEST:

[Signature] 2/7/2023
GREGORY C. HARKELL, DATE
MARION COUNTY CLERK OF COURT

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

[Signature] 2/7/2023
CRAIG CURRY DATE
CHAIRMAN

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

BCC APPROVED: February 7, 2023
22Q-152 | SW 38th/40th St Phase A & SW 38th St
Phase B (from SW 80th Ave to SW 43rd Ct)

AND LEGAL SUFFICIENCY

[Signature] 2/14/2023
FOC: MATTHEW G. MENTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

[Signature]
SIGNATURE
Sherril Bishop
PRINTED NAME

KIMLEY-HORN & ASSOCIATES, INC.

[Signature] 2/7/23
BY: Amber Gardner DATE
PRINTED: Vice President
ITS: (TITLE)

WITNESS:

[Signature]
SIGNATURE
Stacy Boney
PRINTED NAME



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 38th/40th Street Phase A and SW 38th Street Phase B
(RFQ 22Q-152)

From SW 80th Avenue to SW 43rd Court
Marion County, Florida

KIMLEY-HORN AND ASSOCIATES, INC.
(Consultant)

(By: Signature)

Amber L. Gartner, P.E. – Project Manager
(Print Name and Title)

Date: October 14, 2022

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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 an updated Preliminary Engineering Report (PER) and conceptual design plans for the proposed improvements to SW 38th/40th Street, from SW 80th Avenue to SW 43rd Court. The Scope of Services outlined for this Agreement constitute Phase A of RFQ 22Q-152.

The ENGINEER will provide an update to the existing PER that was completed for the Project in 2010. The PER update will be performed 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 County's desired typical section includes 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, a 5' wide sidewalk on one side of the roadway and a 12' multi-use path on the opposite side of the roadway. Alternate typical 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 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. Portions of the Project are within private property adjacent to the existing roadway right-of-way. 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 22Q-152, the COUNTY will engage the ENGINEER in providing additional surveying, roadway design, permitting, right-of-way support services, and post-design services for the improvements to SW 38th/40th Street, from SW 80th Avenue to SW 43rd Court (Phase B of RFQ 22Q-152). Scope and budget for Phase B will be prepared following adoption of the PER prepared in Phase A of the Project by the COUNTY.

PART II – PRELIMINARY ENGINEERING REPORT

TASK 1 - GENERAL/PROJECT ADMINISTRATION

The project administration activities are based on an 8-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 at the Project Kickoff Meeting and will provide updates to the schedule through the life of the contract.
- C. Project Kickoff Meeting: the ENGINEER will hold a 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. ENGINEER will circulate meeting notes to all participants following the Kickoff Meeting.

- D. 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 6 such meetings over the life of the contract.
- E. Progress Reports and Invoices: the ENGINEER will prepare a monthly progress report to be included with the monthly invoice.
- F. Stakeholder Meetings: The ENGINEER will attend up to three meetings with On Top of the World (OTOW) representatives and up to four meetings with property owners/stakeholders to provide support in Pond Siting with COUNTY representation. The ENGINEER will prepare for and attend up to two meetings with specific affected landowners and/or stakeholders to coordinate project impacts and design considerations, outside of those identified for the pond siting coordination. This would not include public meetings, BOCC workshops, etc. A preliminary list of stakeholders includes the Marion County School Board and Fore Ranch Property Owners Association. The actual list of stakeholders will be developed during the PER in conjunction with COUNTY staff.
- G. 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) 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.
 - 7) Summary notes of meetings to be provided to the COUNTY no later than 10 business days after the meeting.
 - 8) 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.
- H. BOCC Meetings: the ENGINEER will prepare for and attend up to two formal meetings with the COUNTY's Board of County Commissioners (BOCC) to provide project updates as outlined below.
 - 1) BOCC workshop to present the alternatives considered and to brief the BOCC and receive input prior to the Neighborhood 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.

TASK 2 - ENVIRONMENTAL ANALYSIS AND REPORTING

- A. Environmental Analysis - ENGINEER will conduct an Environmental Analysis to update the existing Preliminary Engineering Report completed in 2010. The Engineer will document the natural, physical, and cultural resources within the proposed alignment(s). 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); and Physical Resources (potential contamination). 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 – the 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 (if applicable), on an aerial photograph and document signs of listed species usage during site reconnaissance.
- C. Potential Contamination Screening – The 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 for identified sites.
- D. Reporting – The findings and recommendations of the environmental assessment will be summarized in a technical memorandum that will be included as an Appendix of the PER.

TASK 3 - 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.

- A. 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:
- 1) SW 38th Street at Westport High School
 - 2) SW 38th Street at SW 67th Avenue
 - 3) SW 38th Street at SW 60th Avenue
 - 4) SW 38th Street at SW 48th Avenue
 - 5) SW 38th Street at SW 43rd Court
- B. Traffic Forecasting: The ENGINEER will develop Average Daily Traffic (ADT) and Design Hour Volume (DHV) for the present year, the opening year (2025), ten years (2035) and twenty years (2045) 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).
- 1) 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.

- 2) The traffic projections will be used during the study of conceptual design alternatives and for the analysis of any impacts.
- C. Intersection Control Evaluation
- 1) ENGINEER will perform intersection capacity analyses of the following major intersections along the corridor:
 - a) SW 38th Street at Westport High School
 - b) SW 38th Street at SW 67th Avenue
 - c) SW 38th Street at SW 60th Avenue
 - d) SW 38th Street at SW 48th Avenue
 - e) SW 38th Street at SW 43rd Court
 - 2) 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. A roundabout evaluation will be performed for up to three intersections within the Project. The roundabout evaluation will evaluate level of service, multi-modal considerations, safety, right-of-way impacts, cost, and social impacts / community support compared to that of other control measures (traffic signal, stop-control).
- D. School Coordination: The ENGINEER will meet with Marion County Public Schools to discuss the traffic operations and flow at Westport High School and Saddlewood Elementary School and identify recommendations for the access points to SW 38th Avenue to facilitate school ingress and egress traffic. The ENGINEER will review the school traffic and circulation for school zone modifications with the SW 38th Avenue widening. The recommendations will be discussed with the COUNTY to determine considerations to be included in the future design plans.
- E. 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.
- F. 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.

TASK 4 - DRAINAGE ANALYSIS

- A. Drainage Review - the ENGINEER will review the existing 2010 Preliminary Engineering Report prepared by American Consulting Engineers of Florida, LLC and provide recommendations regarding the previous sited pond locations.
- B. Advanced Acquisition - the COUNTY has expressed interest and would like to proceed in securing Drainage Retention Areas (DRA's) in advance of a completed designed and permitted roadway and drainage system if possible. The ENGINEER will support the County will securing DRA sites with the following approaches:
- 1) Early Acquisition
 - a) The ENGINEER will perform a conceptual drainage evaluation to determine the viability of a property or portion of, for future pond site in support of the future roadway. The evaluation will include a site visit and a desktop review of best available data for the identified location.
 - b) The ENGINEER will make assumptions as to soils, topography, environmental conditions, cultural conditions, private development activity, roadway design, size, volume, and offsite contributing areas, based on existing published information made available to ENGINEER for the preliminary design. Once preliminary sites

- are determined and agreed to by the COUNTY, topographic surveys and geotechnical borings will be performed to refine the conceptual design.
- c) Recommendations, if viable with this approach, will be provided by ENGINEER with a final summary of the location and a parcel identification number to COUNTY for property acquisition.
- 2) Agreements
- a) There are several active development projects adjacent to this roadway project where agreements between the adjacent property owner and the COUNTY will be explored for joint pond site locations.
 - b) The ENGINEER will request developer's design data and, if provided by developer, consider viability of incorporating the public roadway drainage runoff into or in conjunction with private development drainage locations and systems. The intent of this approach is a shared DRA that can accommodate water quantity and water quality for the needs of both the public roadway and private development.
 - c) The ENGINEER will provide rates and volumes of public future roadway to developer for including in shared DRA to be constructed by developer; or receive rates and volumes of private development from developer that intend to discharge to shared DRA to be constructed by COUNTY; or design shared DRA in agreed upon location for public future roadway and construction by COUNTY with the understanding that it will be modified in the future to accommodate additional private development by developer.
 - d) Recommendations, if viable with this approach, will be provided by ENGINEER with a final summary of the location and a parcel identification number to COUNTY to secure drainage rights and interest.
 - e) The COUNTY will notify ENGINEER of each parcel, or portion of parcel, that has been purchased or expected to be purchased through early acquisition or that has been included in an agreement. The ENGINEER will refine the pond design based on geotechnical borings and topographic surveys performed under other tasks of this Agreement.
- C. Optional Alternative Pond Siting - In the event that early acquisition or a signed agreement has not been secured in each sub-basin for a future pond site, the ENGINEER will perform preliminary drainage design to determine at least one other alternative location for each existing sub-basin. These alternatives will be identified using best available data and a site visit.
- D. Drainage Analysis - the ENGINEER will perform a preliminary drainage design to determine potential outfall locations and preliminary sizes for volume and area of DRA's for stormwater treatment and attenuation. The location and size of potential DRA's will be determined based on review of the 2010 PER, early acquisition status, agreement status, new and updated information, and the need for alternatives. The 2010 PER identified seven (7) potential DRA sites. The ENGINEER assumes that there will be at least 7 DRA sites and up to an additional 7 alternative sites.
- E. The ENGINEER will prepare a Pond Siting Report for the project in accordance with SWFWMD and COUNTY regulations as applicable. The Pond Siting Report will be included as an Appendix of the PER.
- F. Research - the ENGINEER will research and collect existing permit data for review from Marion County and the Southwest Florida Water Management District (SWFWMD) to identify potential conflicts or opportunities with the pond siting analysis.
- G. Meetings - the ENGINEER will prepare for and attend one meeting with the Southwest Florida Water Management District (SWFWMD) in person or virtual to discuss the project.

TASK 5 - ENGINEERING ANALYSIS

- A. Geotechnical Coordination - All geotechnical engineering deemed necessary by the ENGINEER to support the design of the roadway improvements and drainage retention areas will be provided by a registered professional geotechnical engineer, retained under a separate contract with the COUNTY.
- 1) The ENGINEER will provide requirements for the necessary geotechnical field investigations to the COUNTY for procurement of geotechnical engineering services.
 - 2) The ENGINEER will review and evaluate the results of the geotechnical investigations and incorporate into the alternatives analysis and recommended alternative development.
- B. 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 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.
- C. Airport Coordination
- 1) The ENGINEER will identify potential impacts and design requirements for the proposed roadway alignment and ponds adjacent to the Ocala International Airport. The ENGINEER will file a notice with the FAA to confirm no conflicts with the proposed roadway alignment.

TASK 6 - SURVEY

The ENGINEER will retain JCH Consulting Group, Inc. as a subconsultant to perform surveying and mapping services.

- A. Approximate limits of Right of way will be identified based on found monumentation and/or plats of records. Topographic data will be collected at 100-foot cross sections including data collected at ROW, Top of Bank, Toe of Slope, Flow line of swales, Edge of pavement, and Center of Road, and Center of ROW. Observable utilities (utility poles, telephone boxes, valve boxes, manholes, etc.) will be located. Inverts of existing drainage structures will be noted. Location of any improvements that will interfere with the design or construction including pipelines, inverts, and including all trees 12" or larger will be identified.
- B. All surface evidence of utilities along the subject parcel and contiguous rights of way will be obtained, as well as utility marks as delineated by requesting through Sunshine State One Call. Other than obtaining inverts of accessible manholes, drop inlets, etc., underground location of utilities will be shown as delineated by others. Power poles will be located with overhead wires.
- C. Survey will be performed on State Plane Coordinates. Horizontal & Vertical data will meet or exceed Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050-052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. Benchmarks will be set every 1000 feet
- D. The following intersections will be surveyed to obtain cross section elevations at 50-foot intervals within the existing right-of-way:
- 1) SW 74th Avenue 100' north from the intersection
 - 2) SW 67th Avenue 200' north and south from the intersection
 - 3) SW 60th Avenue 500' north and south from the intersection
 - 4) SW 56th Court 100' north from the intersection

- 5) SW 54th Court 100' north from the intersection
 - 6) SW 51st Terrace 200' north from the intersection
 - 7) SW 48th Avenue 500' south from the intersection
 - 8) SW 43rd Court 300' north and south from the intersection
- B. Drainage Retention Areas - The ENGINEER will also obtain topographic data in up to seven proposed new drainage retention areas and up to two existing drainage retention areas. Up to 30 geotechnical borings will be located and surveyed.
- C. Staking of Geotechnical Boring Locations - Up to 30 geotechnical boring locations will be staked in the field and the corresponding northing, easting and elevation will be provided.
- D. Sketch and Legal Descriptions of DRAs - Upon determination and acceptance of the final DRA locations for acquisition, the ENGINEER will prepare legal descriptions and sketches for the acquisition. Up to 7 legal sketch and descriptions will be provided. Sketch and descriptions will be provided on a per sketch basis as an optional service.
- 1) The legal descriptions and sketches will be prepared in accordance with the Florida Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. Deliverables to the County will consist of five signed and sealed copies of the legal description and sketch on 8.5"x 11" sheets.

TASK 7 - CONCEPT PLANS

- A. 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.
- 1) 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.
- B. 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.
- C. Conceptual Layout Alternatives - The ENGINEER will develop a 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.
- 1) 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.
 - 2) The deliverable for this work will be a Conceptual Alignment Map. All alignments will be shown on one map, which may consist of multiple panes to effectively cover the corridor study area.
- D. Recommended Alternative 30% Concept - the ENGINEER will prepare a 30% concept roll plot for the recommended alternative.
- E. Recommended Alternative Visualization - the ENGINEER will develop a 3-D visualization / fly-through of the recommended alternative on aerial imagery for use in the public involvement meetings.

- F. 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.

TASK 8 - PRELIMINARY ENGINEERING REPORT

- A. 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 30% conceptual plan.
- 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 plan roll plot for the Recommended Alternative
- B. 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 – 8 Months from Notice to Proceed by COUNTY

A detailed schedule in will be provided to the COUNTY by ENGINEER at the Kickoff Meeting. The schedule will be maintained by the ENGINEER and periodic updates provided to the COUNTY for the duration of the Project.

PART IV – MISCELLANEOUS

1. GOVERNING REGULATIONS

The services performed by the ENGINEER will follow 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, 2018 Edition)
- E. FDOT Standard Plans and Specifications for Road and Bridge Construction
- 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. FDOT Quality /Level of Service Handbook
- L. 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 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. Recommended Alternative 3-D visualization fly-through
- H. 30% Concept Roll Plot

5. OPTIONAL SERVICES

Based on the advertisement and selection for RFQ 22Q-152, the COUNTY will engage the ENGINEER in providing surveying, roadway design, permitting, right-of-way support services, bidding phase services and post-design services consistent with the preferred alternative identified in the PER (Phase A) under a future contract (Phase B).

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.

Attachments – Table A – Cost Estimate for Services

EXHIBIT B Classification and Hourly Fee Schedule

TABLE A
COST ESTIMATE FOR SERVICES

PROJECT: SW 38TH / 40TH STREET PRELIMINARY ENGINEERING REPORT
 CLIENT: MARION COUNTY OFFICE OF THE COUNTY ENGINEER
 KHA PM: AMBER L. GARTNER, PE

SHEET: 1 of 1
 DATE: 10/14/2022

		DIRECT LABOR (MAN-HOURS)										
		Principal Engineer	Senior Professional Engineer	Project Engineer (Registered)	Staff Engineer	Staff Scientist	CADD Designer	CADD Technician	Administrative/ Clerical	LABOR HOURS	SUB (\$)	LABOR TOTAL
TASK ID	TASK DESCRIPTION	\$250.00	\$190.00	\$150.00	\$120.00	\$120.00	\$125.00	\$95.00	\$90.00			
Task 1	GENERAL / PROJECT ADMINISTRATION	20.0	75.0	50.0	100.0		10.0		100.0	355.0		\$ 49,000
TASK 2	ENVIRONMENTAL ANALYSIS AND REPORTING		8.0		20.0	85.0			8.0	121.0		\$ 14,840
TASK 3	DESIGN TRAFFIC ANALYSIS	2.0	25.0	40.0	90.0				12.0	169.0	\$ 1,724.00	\$ 23,130
TASK 4	DRAINAGE ANALYSIS		10.0	25.0	40.0				8.0	83.0	\$ 36,871.00	\$ 11,170
TASK 4.C	ALTERNATIVE POND SITING (OPTIONAL TASK)		10.0	10.0	20.0				8.0	48.0	\$ 28,308.00	\$ 6,520
TASK 5	ENGINEERING ANALYSIS		8.0	15.0	35.0		12.0		35.0	105.0		\$ 12,620
TASK 6	SURVEY		10.0		20.0			20.0	20.0	70.0	\$ 87,100.00	\$ 8,000
TASK 7	CONCEPT PLANS	10.0	50.0	65.0	100.0		100.0	180.0	25.0	530.0		\$ 65,600
TASK 8	PRELIMINARY ENGINEERING REPORT	2.0	30.0	15.0	30.0			5.0	20.0	102.0		\$ 14,325
TOTALS:		34.0	226.0	220.0	455.0	85.0	122.0	205.0	236.0	1583.0	\$ 154,003.00	\$ 205,205.00
											GRAND TOTAL:	\$ 359,208.00