



Marion County  
Board of County Commissioners

MODIFICATION OF AGREEMENT  
WITH MARION COUNTY ("COUNTY")

AGREEMENT NUMBER/TITLE: 18Q-160: SW/NW 80th/70th Ave. Widening Preliminary Engineering Report

MODIFICATION NUMBER: 5 MODIFICATION EFFECTIVE DATE: 01/04/2022

DESCRIPTION OF MODIFICATION:

1. This Amendment is effective upon Board approval and ends July 16, 2023.
2. This Amendment is for NW 80th-70th Avenue Segment 3 (Modified) Final Design. As per specifications and requirements of the Project 18Q-160-CA-05, shall adhere by the duties attached in EXHIBIT A, all services referred to herein as "Work".
3. COUNTY shall make payment of One Million, Eight Hundred Eleven Thousand, Seven Hundred Sixty-Five Dollars and Zero Cents (\$1,811,765.00) (the "Agreement Price") to FIRM under COUNTY'S established procedure and according to the Hourly Breakdown, Exhibit B, hereto.

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

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

PCA/BUYER: DELIA FROSOLONO  
E-MAIL: delia.frosolono@marionfl.org  
PHONE: 352-671-8646

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

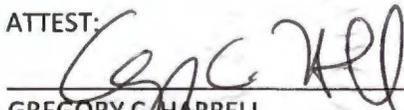
INSTRUCTIONS: FIRM shall sign Signature Block showing acceptance of the above written modification and return this form to Procurement Services within five (5) days after receipt. Once fully executed, a copy of this modification will be returned to FIRM to attach to the original agreement.

MARION COUNTY, A POLITICAL SUBDIVISION OF THE  
STATE OF FLORIDA

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

  
Carl Zalak, III 1/4/2022  
CHAIRMAN DATE

  
MATTHEW G. MINTER  
MARION COUNTY ATTORNEY

ATTEST:   
GREGORY C. HARRELL 1/4/2022  
MARION COUNTY CLERK OF THE COURT DATE

COMPANY NAME:  
GUERRA DEVELOPMENT CORP.  
  
BY: Lori S. Guerra 1-5-22 DATE  
PRINTED NAME  
Secretary / Treasurer

EXHIBIT "A"

SCOPE OF SERVICES FOR  
**NW 80<sup>th</sup>-70<sup>th</sup> AVENUE SEGMENT 3 (MODIFIED)  
FINAL DESIGN**

FROM NORTH OF SR 40 (APPROX. STA 353+50)  
TO SOUTH OF U.S. HWY 27 (APPROX. STA 520+50)  
PLUS THE FOLLOWING SIDE STREET CONNECTIONS:  
NW 10<sup>TH</sup> ST; NW 14<sup>TH</sup> ST; NW 17<sup>TH</sup> PL; NW 21<sup>ST</sup> ST; NW 29<sup>TH</sup> ST/RD;  
NW 77<sup>TH</sup> AV/RD; NW 72<sup>ND</sup> CT; NW 35<sup>TH</sup> ST; FIRE STATION RD.

(ALL COMBINED APPROXIMATELY 3.44 MILES)

FOR THE MARION COUNTY BOARD OF COUNTY COMMISSIONERS  
DECEMBER 7, 2021  
(Revised 12/20/21)

Signed This 20<sup>th</sup> Day of December, 2021 by,



---

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

# TABLE OF CONTENTS

1	DEFINITIONS.....	4
2	BACKGROUND.....	4
3	GENERAL.....	4
4	PROJECT LIMITS.....	4
5	PROJECT SCHEDULE.....	5
6	SPECIFIC SERVICES TO BE PROVIDED BY THE ENGINEER.....	5
6.1	SURVEY & RIGHT OF WAY.....	5
6.2	ROADWAY DESIGN.....	6
6.3	DRAINAGE DESIGN.....	6
6.4	EXISTING UTILITIES.....	7
6.5	NEW UTILITY DESIGN DEPICTION.....	7
6.6	SIGNS & PAVEMENT MARKINGS.....	7
6.7	SIGNALIZATION PLANS.....	8
6.8	MAINTENANCE OF TRAFFIC PLANS.....	8
6.9	QUANTITY ESTIMATION.....	8
6.10	ESTIMATE OF PROBABLE COST.....	8
6.11	SPECIAL PROVISIONS.....	8
6.12	PERMITTING.....	9
6.13	GEOTECHNICAL ENGINEERING.....	9
6.14	PLAN REVIEWS.....	9
6.15	SITE VISITS.....	10
6.16	COORDINATION.....	10
6.17	BIDDING SUPPORT.....	10
6.18	MEETINGS.....	10
6.19	PARCEL SKETCH & ROW MAP.....	11
6.20	PARCEL OWNERSHIP AND ENCUMBRANCES REPORT (OAE).....	11
6.21	ENVIRONMENTAL.....	11

6.22 CULTURAL & ARCHAEOLOGICAL ..... 11

6.23 DOCUMENT PREPARATION ..... 11

6.24 NOISE ABATEMENT & PRIVACY BUFFERS ..... 11

6.25 PRESERVATION OF TREES AND VEGETATION WITHIN THE ROW ..... 12

7 DELIVERABLES ..... 12

8 LIMIT OF SERVICES ..... 13

9 DESIGN FEES ..... 14

## 1 DEFINITIONS

PROJECT=	NW 80TH-70TH AVENUE WIDENING – FINAL DESIGN
COUNTY=	Marion County
MCBCC=	Marion County Board of County Commissioners
OCE=	Marion County Office of the County Engineer
GDC=	Guerra Development Corp.
ENGINEER=	The Prime Consultant for the PROJECT, Guerra Development Corp.
PO=	Purchase Order
PER=	Preliminary Engineering Report
DRA=	Drainage Retention Area
NTP=	Notice to Proceed
ROW, RW=	Right of Way
DEP=	Department of Environmental Protection
WMD=	Water Management District
FDOT=	Florida Department of Transportation
BM=	Survey Bench Mark
EOR=	Engineer of Record

## 2 BACKGROUND

- 2.1 COUNTY would like to contract with GDC to prepare designs and bid documents for the PROJECT. Work shall commence shortly after approval of the PER for the subject corridor is approved by the MCBCC.
- 2.2 The PROJECT is part of the SW/NW 80<sup>th</sup>/70<sup>th</sup> Avenue corridor, which is the subject of the PER and where it is identified as a modified “Segment 3”.

## 3 GENERAL

- 3.1 This agreement is for consulting engineering services related to the PROJECT.
- 3.2 Services outlined in this agreement encompass the consulting work necessary to review and update the original PER for this corridor, prepare designs and construction documents for the PROJECT and apply for pertinent permits.
- 3.3 COUNTY agrees to engage the ENGINEER under a future contract for post-design services to provide advice and support during construction of the PROJECT described under this agreement.
- 3.4 COUNTY contracts with GDC to:
  - 3.4.1 Prepare designs, permit applications and bid documents for the PROJECT as described below in this agreement for professional services and subject to the limitations described in this agreement.

## 4 PROJECT LIMITS

- 4.1 PROJECT limits include the proposed ROW for NW 80<sup>th</sup>/70<sup>th</sup> Avenue, from SR 40 to US 27, from approximate stations 353+50 to 520+50, approximately 3.16 miles. And,

- 4.2 Side street connections at NW 10<sup>th</sup> Street, NW 14<sup>th</sup> Street, NW 17<sup>th</sup> Place, NW 21<sup>st</sup> Street, NW 29<sup>th</sup> Street/Road, NW 77<sup>th</sup> Avenue/Road, NW 72<sup>nd</sup> Court, NW 35<sup>th</sup> Street, Fire Station Road, Approximately 0.28 miles. And,
- 4.3 Adjacent easements and TCEs. And,
- 4.4 DRAs associated with the Project.

**5 PROJECT SCHEDULE**

- 5.1 Project services shall be accomplished within the following time frames. Work to commence within two (2) weeks after receiving notice of purchase order approval from the Marion County Procurement Department.
- 5.2 This schedule assumes Marion County reviews and issues comments within two weeks after receipt of documents.
- 5.3 The Engineer will notify the Office of the County Engineer (OCE) of unexpected issues affecting the project’s time frame.
- 5.4 Milestones, referenced from Start Date; durations show task duration and are cumulative.
  - 5.4.1 Milestone 1: Start Date [ January 16, 2022 ]
  - 5.4.2 Milestone 2: 30% Stage of Final Design [ 32 weeks ]
  - 5.4.3 Milestone 3: 60% Stage of Final Design [ 20 weeks ]
  - 5.4.4 Milestone 4: 90% Stage of Final Design [ 14 weeks ]
  - 5.4.5 Milestone 5: 100% Stage if Final Design [ 10 weeks ]
  - 5.4.6 Milestone 6: Bid Documents [ July 16, 2023 ]

**6 SPECIFIC SERVICES TO BE PROVIDED BY THE ENGINEER**

**6.1 Survey & Right of Way**

- 6.1.1 The Engineer will conduct surveys (field and aerial as deemed necessary) to obtain topography and locate above ground improvements pertinent to the design.
- 6.1.2 Survey to locate the following within the proposed right-of-way and a minimum 20' wide strip along each side of the proposed right-of-way: Topography, above ground utilities or their marks, above-ground improvements pertinent to the design, drainage system, finish floor elevation for buildings within 50 feet of the proposed ROW. Major improvements (such as buildings) within a 50' wide strip along each side of the proposed right-of-way will also be located.
- 6.1.3 The topography datum will be consistent with previous phases of the corridor.

6.1.4 Stake-out location for design-related testing.

## 6.2 Roadway Design

6.2.1 The Engineer will prepare final construction plans for the proposed roadway and intersections. The plan will include, but not be limited to, the following:

- Cover sheet.
- General project notes.
- Typical Sections.
- Existing drainage basins map with proposed DRA locations.
- Miscellaneous construction details.
- Plan and Profile drawings.
- Road cross sections at 100' (min.) intervals plus critical locations, such as driveways, cross drains and major drainage structures. Cross sections to include elevations.
- Details necessary to clarify intent of design.
- Erosion Control Plan.

6.2.1 Temporary Construction Easements (TCE) and permanent easements shown at the 60% stage, to be revised as needed during the remainder of the design.

6.2.2 The Engineer will coordinate Water and sewer plans (prepared by others) with Marion County Utilities should they desire to install utility lines as part of this PROJECT.

6.2.3 The roadway plans under this contract will be based on a roadway typical section as approved in the latest currently PER for this corridor; a right of way width generally consistent with the approved PER, with a 4-lane divided roadway with curb and gutter, sidewalks (or multi-use paths as approved), bike lanes.

## 6.3 Drainage Design

The Engineer will prepare drainage designs to provide storm water management for the proposed roadway. This agreement does not include designs and associated services to resolve existing offsite drainage problems, which shall be considered additional services. Work included in the scope of services include:

6.3.1 Collect and review available drainage data, including existing drainage maps.

6.3.2 Drainage areas delineated on aerial maps.

6.3.3 Drainage system to be designed per applicable standards and criteria from WMD, COUNTY, or as approved by the OCE.

6.3.4 The design of the roadway's drainage system using DRAs shared with private development is included if applicable. Design of the drainage system and DRA for the share belonging to a third party or private development is not part of this agreement and will be considered additional services to be rendered at the approved hourly rates for this project.

6.3.5 Non-standard drainage structures will be detailed.

6.3.6 Drainage maps and details will be incorporated into and become an integral part of the overall roadway plans.

- 6.3.7 Soil borings location for the DRAs shall be identified on the DRA sheets and the boring logs shall be included on the set of plans in a Soil Boring Section.
- 6.3.8 Existing improvements, including storm drainage, will be shown and labeled as appropriate on the plan view of the plan and profile sheets. Existing improvements to remain, shall be labeled accordingly on the plan and profile sheets.

#### **6.4 Existing Utilities**

- 6.4.1 ENGINEER will locate all existing above-ground utilities; and show underground utilities in the drawings, based on maps and drawings provided by utility owners.
- 6.4.2 Existing utilities located as described above, shall be shown in the base drawing for the roadway design where appropriate to aid in clarity.

#### **6.5 New Utility Design Depiction**

- 6.5.1 The City of Ocala, Marion County Utilities or other utility owners may prepare conceptual and detailed designs and construction notations, instructions and specifications for their proposed utilities and obtain all applicable permits, such as from the Florida Department of Environmental Protection (FDEP). Permit fees shall be paid for by the applicant owner of the utility.
- 6.5.2 The proposed utilities will be depicted on drawings prepared and certified by each utility company. No separate utility drawings will be prepared by the Engineer as part of this agreement.
- 6.5.3 Designers for the various utility systems shall coordinate with the design of the other project components (such as roadway and drainage) to avoid conflicts.
- 6.5.4 Marion County shall ask utility owners to provide a final design for the utilities within 3 weeks after receipt of the 30% drawings from the Engineer.
- 6.5.5 Marion County shall ask utility companies to provide the design of said utilities to the engineer in electronic format compatible for insertion into the Engineer's drawings. The responsibility by the Engineer as part of this agreement shall be to verify and notify OCE of potential underground conflicts between the proposed utility design (by third parties) and the roadway and drainage design by the Engineer as well as to coordinate conflict resolution. Proposed design shall be provided in electronic format compatible for insertion into ENGINEER's drawings.
- 6.5.6 The engineer in responsible charge for the design of each utility shall be required to certify the drawings showing their utility design. This is applicable to utilities requiring certification for design and permitting, such as water and sanitary sewer. GDC's responsibility as EOR does not include the design of third party utilities such as water, sewer, telephone, gas, fiber optics, electrical power, cable TV.

#### **6.6 Signs & Pavement Markings**

- 6.6.1 The Engineer will prepare ground signing and pavement marking plans compatible with the roadway and traffic signalization design. All signs and pavement markings will conform to Florida Department of Transportation Traffic Operations Standards and the Manual on Uniform Traffic Control Devices. The plans will contain, but not be limited

to, the following:

6.6.1.1 Show the location of ground signs and pavement markings.

6.6.1.2 Details of signs, as needed.

6.6.1.3 Designated numbers for signing.

6.6.1.4 Pay items for signs and pavement markings.

## **6.7 Signalization Plans**

6.7.1 A signal is expected to be installed by a 3<sup>rd</sup> party (Not Marion County) at NW 21<sup>st</sup> Street. ENGINEER shall prepare modifications to the existing signal (if it has been installed at the time of design) at NW 21st Street. This work shall be performed by a Florida Licensed Traffic Engineer.

6.7.2 GDC will Coordinate with third party signal designer so that signal is design in compliance with proposed roadway requirements.

## **6.8 Maintenance of Traffic Plans**

6.8.1 The Engineer will prepare construction phasing information which will outline sequences of construction and traffic control.

6.8.2 MOT plans shall be in accordance with the requirements contained in the "State of Florida Manual on Traffic Controls and Safety Practices for Street and Highways Construction, Maintenance and Utility Operations."

6.8.3 The MOT plan will be presented at the 90% design stage, in a preliminary and schematic format. More detail, if necessary, will be presented in subsequent design stages.

6.8.4 The scope and detail of the MOT plan included in the bid documents shall be sufficient for the bidders to estimate the work effort required. The Contractor will be required to present a certified MOT plan which suits their specific construction means and methods prior to start of construction. The Contractor's MOT plan shall include the basic elements shown in the bid documents and shall be certified by a Florida Licensed Professional Engineer.

## **6.9 Quantity Estimation**

6.9.1 The Engineer will compute the quantities of all materials required for construction and prepare a pay item schedule listing the various construction details. This Quantity Takeoff to be presented to COUNTY at the 90% stage of design in MS Excel format.

## **6.10 Estimate of Probable Cost**

6.10.1 The Engineer will furnish preliminary engineer's estimate of probable cost at the 90% and Bid Documents stages, in Microsoft Excel electronic format.

## **6.11 Special Provisions**

6.11.1 The Engineer will prepare Special Provisions to the project construction specifications, based on the Marion County standards. The extent of the Engineer's specifications will

be as a supplement to the standard specifications.

6.11.2 Special provisions provide to COUNTY in MS Word format.

## **6.12 Permitting**

6.12.1 The Engineer will research and contact (as needed) the following regulatory agencies to verify the extent of permit requirements for the services under direct design responsibility by the Engineer:

- The Southwest Florida Water Management District
- The Florida Department of Environmental Regulation
- The Army Corps of Engineers (if wetlands are involved)
- Florida Department of Transportation

6.12.2 Engineer will address wetlands impact as mitigation using applicable wetland mitigation banks. Designs for the creation of wetlands shall be considered additional services. No wetlands are expected within the PROJECT limits. Should wetlands or protected species requiring mitigation be identified during the PER review and update, the design fee for this work shall be addressed as a change order to this agreement for professional services.

6.12.3 The Engineer and supporting sub-consultants will prepare applicable permit applications, calculations, drawings, reports and sketches, for submittal to the pertinent permitting agency.

6.12.4 The Engineer will prepare a N.O.I. The NPDES permit to be submitted by the contractor with coordination with the Engineer, under a separate agreement (Post-Design Services).

6.12.5 The Engineer will follow the permitting process, provide support, respond to requests for additional information (RAIs). Since the Engineer can't guarantee approval of permits, the support included in this agreement shall be for a reasonable time and effort, as set forth by current standards of practice for Marion County and the State of Florida.

6.12.6 Marion County shall bear the cost of permit application fees.

6.12.7 The Engineer shall be responsible for certification of completion and close out of permits for which the Engineer prepared applications. This work shall be part of the Post-Design Services under separate agreement.

## **6.13 Geotechnical Engineering**

6.13.1 The Engineer will develop the scope of geotechnical investigation for design of the roadway and DRAs, and coordinate its implementation.

6.13.2 The cost of the geotechnical investigation described above shall be paid directly by COUNTY under a separate agreement between Marion County and the Geotechnical subconsultant.

## **6.14 Plan Reviews**

6.14.1 The Engineer shall submit four (4) hard copy sets of the plans, and one (1) electronic set in PDF format to Marion County for review and comment at thirty (30), sixty (60) and ninety (90) percent stages of project completion. Final document submittal is covered under the Deliverables Section below.

- 6.14.2 Marion County may reproduce documents as needed for their use/distribution.
- 6.14.3 Due to the strict time frame for the project, OCE agrees to provide comments from their review within 2 weeks of submittal.

#### **6.15 Site Visits**

- 6.15.1 The Engineer will conduct site visits during each milestone period.
- 6.15.2 These site visits are intended for the ENGINEER to verify that work is proceeding in accordance with the intent of the design and to allow for completion certifications upon completion of construction.

#### **6.16 Coordination**

- 6.16.1 The Engineer will coordinate the design effort with the County and other regulatory agencies such as the WMD and DEP.
- 6.16.2 The Engineer will attend coordination meetings, public meetings, as described in the Limits of Services section.
- 6.16.3 The Engineer will coordinate with Utility companies by making design plans available at the official submittal project stages of 60%, 90%. Plans to be made available electronically in PDF format.
- 6.16.4 Internally the Engineer will coordinate with subconsultants, including surveying, environmental, cultural and bridge.
- 6.16.5 ENGINEER will coordinate with a designated representative for the developments adjacent to the project limits.

#### **6.17 Bidding Support**

- 6.17.1 All bidding support shall be considered Post-Design Services and not included in the fees under this agreement. Scope is shown here for reference purpose only.

#### **6.18 Meetings**

- 6.18.1 Attend up to ONE (1) public meeting, which could be to update the MCBCC on project progress. The Engineer will provide a display and/or presentation suitable to discuss the project at the meeting.
- 6.18.2 Attend meetings with Marion County and Third parties such as WEC and residents of Hampton Lane Subdivision.
- 6.18.3 Attend 2 Utility Coordination Meeting. Meetings to be scheduled by the OCE.
- 6.18.4 Attend, record and conduct up to 6 project progress meetings for project updates, at the county engineering conference room. Meeting to be scheduled by the OCE.
- 6.18.5 Set up and attend meetings with regulatory agencies such as WMD, FDOT, as needed in support of permit applications.

## **6.19 Parcel Sketch & ROW Map**

- 6.19.1 ROW Maps shall be considered under a separate services agreement such as Post-Design Services. Payment for this work is not included in this agreement.
- 6.19.2 Due to the condensed time frame, Parcel Sketches will be prepared as part of this agreement in accordance with OCE's ROW division's specifications for up to 36 parcel sketches. This agreement includes up to one revision to the parcel sketch for changes originated by client, which do not require additional field survey.
- 6.19.3 The Parcel Sketches described above include both ROW, Easement and DRA parcel sketches.
- 6.19.4 Included is the field work to set monuments for the acquisition, legal description for ROW and permanent easements, and a drawing in 11"x17" format, certified by A Florida Licensed Professional Land Surveyor and Mapper (PLS&M).
- 6.19.5 TCEs may be described as an offset of right-of-way or easement lines.
- 6.19.6 The entire parcel may be depicted, for reference purpose, from deed legal description.
- 6.19.7 Changes to parcel sketches and/or legal descriptions of the take after the first revision shall be charged to Marion County as additional fees at the hourly rates made part of this agreement; COUNTY shall be notified in writing of expected additional expenses. Changes originating from errors or omissions by the Engineer shall be completed at no charge to Marion County.

## **6.20 Parcel Ownership And Encumbrances Report (OAE)**

- 6.20.1 ENGINEER will seek a OAE Report for each parcel to be acquired per Parcel Sketch relating to the PROPERTY.

## **6.21 Environmental**

- 6.21.1 The PER findings for the ROW within the project limits will be verified, its recommendations addressed and considered in the Final Design.
- 6.21.2 The final selected DRA sites will also be inspected as part of this agreement.

## **6.22 Cultural & Archaeological**

- 6.22.1 The PER findings for the ROW within the project limits will be verified, its recommendations addressed and considered in the Final Design.
- 6.22.2 The final selected DRA sites will be inspected as part of this agreement.

## **6.23 Document Preparation**

- 6.23.1 Under this section of the agreement ENGINEER will prepare plan sets, reports, design documentation booklet and other pertinent documents as described in the Deliverables section of this agreement.

## **6.24 Noise Abatement & Privacy Buffers**

- 6.24.1 Marion County may agree to, as part of ROW acquisition settlements, add or coordinate the installation of buffers outside of the ROW. GDC will coordinate location and characteristics of said buffers.
- 6.24.2 The location and make up of these buffers shall be as agreed by OCE with property owners during the ROW acquisition process, but these shall not interfere with drainage or pose safety concerns such as impaired sight distance.

#### **6.25 Preservation of Trees and Vegetation within the ROW**

- 6.25.1 The Engineer will endeavor to preserve healthy specimen trees and desirable vegetation within the ROW so long as it does not compromise safety of detrimentally impact the goals and objectives for the project.
- 6.25.2 The Engineer may introduce minor jogs in the off-pavement bike lanes or paths to preserve healthy specimen trees or desirable vegetation, where feasible.

#### **6.26 Multi-Modal Compatibility**

- 6.26.1 The Engineer will endeavor to design the proposed multi-use pathways in such a way as to reduce required future modifications to improvements in order to convert the multi-use path into a multi-modal pathway.

### **7 DELIVERABLES**

- 7.1 Final Roadway design at 30% stage of completion. To be delivered to COUNTY as 4 sets of 11"x17" drawings marked "Preliminary". And, one electronic copy in PFD format.
- 7.2 Final Roadway design at 60% stage of completion. To be delivered to COUNTY as 4 sets of 11"x17" drawings marked "Preliminary". And, one electronic copy in PDF format. And, one electronic copy of the "Design Documents Report" in PDF format.
- 7.3 Final Roadway design at 90% stage of completion. To be delivered to COUNTY as 4 sets of 11"x17" drawings marked "Preliminary". And, one electronic copy in PDF format. And, copies of the permit applications to be submitted on behalf of COUNTY. And, an estimate of probable cost delivered in electronic form in MS Excel format. And, one electronic copy of the "Special Provisions" in PDF format.
- 7.4 Bid Documents to include Final Roadway design at 100% stage of completion to be delivered to COUNTY as 4 sets of 11"x17" drawings marked "Construction Drawings", one of which will be signed and sealed as the record set. And, Special Provisions, delivered in MS Word format. And, a final estimate of probable cost delivered in electronic form in MS Excel format.
- 7.5 Survey Control Map, showing the control lines for the project survey with BMs, TBMs and datum data elevation, section lines and section line ties. This shall not be construed as a ROW map, and will only depict control lines, BMs without detail information on property lines and right-of-way.
- 7.6 Parcel Sketches and OAE Report to be delivered as parcel sketches are completed in the order requested by OCE.
- 7.7 Estimate of Probable Cost for construction to be delivered with the 100% submittal in MS Excel format.

## 8 LIMIT OF SERVICES

### 8.1 Exclusions And Additional Services (Not Part Of This Agreement)

#### 8.1.1 Water and sanitary sewer systems.

8.1.1.1 Design of water and sewer for this corridor is not part of this agreement.

8.1.1.2 This agreement includes services to attach design documents prepared by others to the final bid documents.

8.1.1.3 It shall be the responsibility of the 3<sup>rd</sup> party designing the water and sewer system to coordinate their design with the ENGINEER in timely basis. If design of water and sewer is provided after the storm system has been designed, it shall be the responsibility of the third part utility to resolve conflicts between their utility and the roadway's storm system.

8.1.1.4 Re-design of the Engineer's systems to resolve conflicts with design by 3<sup>rd</sup> parties shall be considered additional services, not part of the fee included in this agreement.

#### 8.1.2 Right-Of-Way Items Not Included In This Agreement:

8.1.2.1 Right-of-way map, if requested, to be prepared as part of Post-Design Services, under a separate agreement.

8.1.2.2 Parcel Sketches in addition to the 36 allowed for in this agreement.

8.1.2.3 Condemnation-related meetings, expert testimony, parcel cure support and related services for ROW acquisition and/or condemnation are not included in the total fee for this agreement

8.1.2.4 Right-of-way Items not included in the total fees for this agreement shall be billed on an hourly rate basis at the rates for this agreement.

8.1.3 Environmental studies, well closures, contamination mitigation studies.

8.1.4 Bidding Support and meetings.

8.1.5 Recovery and cataloging of archaeological artifacts, construction overview and related expenses, are not part of this contract due to their uncertain nature.

8.1.6 Geotechnical testing beyond the scope of services listed in this agreement shall be considered additional services.

8.1.7 Aerial photography requested by OCE.

8.1.8 Permit close-out, certification of completion and review of as-built drawings for permits under the control of the Engineer (for which the engineer prepared applications and documentation) shall be the responsibility of the engineer. This work to be covered under the Post-Design Services, under separate agreement.

8.1.9 Work associated with the modification or dismantling of the existing package plant north of SR 40 is not part of this agreement.

8.1.10 Changes to the alignment, typical sections, utility location or DRA location originated after the NTP was issued are not part of this agreement.

**9 DESIGN FEES**

Total Final Design .....\$ 1,811,765

----- END OF SCOPE OF SERVICES -----

## EXHIBIT B

NW 80th-70th Av Segment 3 (Modified) - Final Design From SR 40 to US 27 and Side Street Tie-Ins (Approx. 3.44 Miles) 7 December, 2021 (Revised 12/20/21)	PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER	SENIOR ENGINEER	CADD SENIOR TECH	CADD TECH	PRQ SURV&MAP	3-PERSON SUR CREW	CLERICAL	STRUCTURAL P.E.	ROW ACQUIS. SPECIALIST	SUB-CONSULTANT	TOTALS	
HOURLY RATE	\$ 250.00	\$ 175.00	\$ 150.00	\$ 125.00	\$ 75.00	\$ 65.00	\$ 125.00	\$ 145.00	\$ 45.00	\$ 175.00	\$ 90.00	\$ 1.00		
TASK DESCRIPTION														
TASK 1 - SURVEYING & ROW	24	40	30				280	800	16		24		65,000	66214
	6,000	7,000	4,500	0	0	0	35,000	116,000	720	0	2,160		65,000	\$ 236,380
TASK 2 - ROADWAY DESIGN	124	964	808	435	2,609	1,756			240	42	24			7014
	31,000	168,700	121,200	54,375	195,675	114,920	0	0	10,800	7,350	2,160	0		\$ 706,180
TASK 3 - DRAINAGE DESIGN	78	464	346		160	160			16		24			1248
	19,500	81,200	51,900	0	12,000	10,400	0	0	720	0	2,160	0		\$ 177,880
TASK 4 - EXISTING UTILITIES & NEW UTILITY DEPICTIONS	18	72	48			132	145		8					423
	4,500	12,600	7,200	0	0	8,580	18,125	0	360	0	0	0		\$ 51,365
TASK 5 - SIGNS & PAVEMENT MARKINGS, SIGNAL MODIFICATION AND PRELIMINARY MOT PLANS	24	80	50			114	120		6	38				434
	6,000	14,000	7,500	0	0	7,410	15,000	0	360	6,650	0	0		\$ 56,920
TASK 6 - QUANTITY ESTIMATION, ESTIMATE OF PROBABLE COST AND SPECIAL PROVISIONS	32	64	36	40	60	40			8					280
	8,000	11,200	5,400	5,000	4,500	2,600	0	0	360	0	0	0		\$ 37,050
TASK 7 - PERMITTING	16	96	80		24	24			18					258
	4,000	17,150	12,000	0	1,800	1,560	0	0	720	0	0	0		\$ 37,230
TASK 8 - GEOTECHNICAL SCOPES AND REVIEW	8	40	30		24	32			4					138
	2,000	7,000	4,500	0	1,800	2,080	0	0	180	0	0	0		\$ 17,560
TASK 9 - PLAN REVIEWS, SITE VISITS, COORDINATION AND MEETINGS	40	140	120						120					420
	10,000	24,500	18,000	0	0	0	0	0	5,400	0	0	0		\$ 57,900
TASK 10 - PARCEL SKETCHES AND O&E REPORTS	8	80	50		624	204	564		16		80		65,000	66626
	2,000	14,000	7,500	0	48,800	13,260	70,500	0	720	0	7,200		65,000	\$ 238,980
TASK 11 - ENVIRONMENTAL, CULTURAL & ARCHAEOLOGICAL	18	34	28		20	32			6				48,800	46938
	4,500	5,950	4,200	0	1,500	2,080	0	0	270	0	0		48,800	\$ 65,300
TASK 12 - DOCUMENTS PREPARATION	12	40	30		180	320			80		18			678
	3,000	7,000	4,500	0	13,500	20,800	0	0	3,600	0	1,440	0		\$ 53,840
TASK 13 - NOISE ABATEMENT AND PRIVACY BUFFERS	12	64	72		40	32			4	40				264
	3,000	11,200	10,800	0	3,000	2,080	0	0	180	7,000	0	0		\$ 37,260
TASK 14 - PRESERVATION OF TREES AND VEGETATION WITHIN ROW	16	30	30		42				4					122
	4,000	5,250	4,500	0	3,150	0	0	0	180	0	0	0		\$ 17,080
TASK 15 - MULTI-MODAL COMPATIBILITY	18	82	82		20				4					206
	4,500	14,350	12,300	0	1,500	0	0	0	180	0	0	0		\$ 32,830
<b>FEES</b>														
PERSONNEL HOURS	448	2,282	1,840	475	3,803	2,858	1,109	800	550	120	186		178,800	191,263
AMOUNT	\$ 112,000	\$ 401,100	\$ 276,000	\$ 59,375	\$ 285,225	\$ 185,770	\$ 138,625	\$ 116,000	\$ 24,750	\$ 21,000	\$ 15,120		\$ 178,800	\$ 1,811,785