

## FIRST AMENDMENT TO THE AGREEMENT

In accordance with the SW 49th Ave Capacity PER South Phase Agreement entered into on July 19, 2016, and all of its amendments (if any), collectively (the "Agreement") this First Amendment to the Agreement (this "Amendment") is made and entered into by and between **Kimley-Horn & Associates, Inc.**, whose address is 421 Fayetteville Street, Suite 600, Raleigh, NC 27601; possessing FEIN 56-0885615, (hereinafter referred to as "Firm") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471, (hereinafter referred to as "COUNTY").

### WITNESSETH

WHEREAS this Amendment shall remain in full force and effect until all completion of services required of Firm, and the parties wish to amend the Agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, COUNTY and Firm (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

1. This Amendment shall be deemed to amend and become part of the Agreement in accordance with the project 16Q-020, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. This Amendment is to add engineering and design services related to the widening of 1.4 miles of CR 484 from east of Marion Oaks Pass to west of Marion Oaks Course, commencing upon approval of the Marion County Board of County Commissioners. Firm shall complete the scope of services set forth in the Scope of Service, Exhibit "A", and Table A - Cost Estimate for Service, Exhibit "B", hereto.
3. COUNTY shall make payment of Six Hundred Eighty-Four Thousand, Six Hundred Ninety-Five Dollars, (\$684,695.), (the "Agreement Price"), to Firm under COUNTY's established procedure and according to Table A, Exhibit "B".
4. All references in the Agreement and all amendments thereto, to "Marion Co Board of County Commissioners", "Marion County Board of County Commissioners", and "Owner" are deemed to mean COUNTY as defined herein.
5. For those projects funded with State or Federal dollars, COUNTY will adhere to the practices set forth under the e-verification system, which is outlined in the clauses below. Information provided by Firm is subject to review for the most current version of the State or Federal policies at the time of award. By previously signing the ITB Acknowledgment and Addenda Certification Form, the Agreement and this Amendment, Firm has agreed to perform in accordance with these requirements and agrees:
  - To enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program.
  - To provide to COUNTY, within thirty (30) days of the effective date of this Amendment, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
  - To require each subcontractor that performs services under the Agreement to enroll and participate in the E-Verify Program within ninety (90) days of the effective date of this Amendment or within ninety (90) days of the effective date of the contract between Firm and the subcontractor, whichever is later. Firm shall obtain from the subcontractor(s), a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to COUNTY upon request.
  - To maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to COUNTY or other authorized state entity consistent with the terms of the Memorandum of Understanding.

- To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of the Agreement.

#### 6. 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 25<sup>th</sup> Ave | Ocala, FL 34471**

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

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

##### **A. 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.

##### **B. 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.**

#### **7. Firm Conduct:** These Guidelines govern Firm 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.
- **Fraternization:** 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.


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

ATTEST:

  
\_\_\_\_\_  
DAVID R. ELLSPERMANN, DATE  
CLERK OF COURT

AUG 22 2018

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

  
\_\_\_\_\_  
KATHY BRYANT DATE  
CHAIRMAN

AUG 21 2018

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

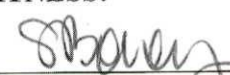
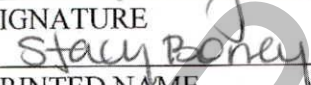
BCC APPROVED:

August 7, 2018  
16Q-020-CA-01, SW 49th Ave Capacity PER  
South Phase


  
for MATTHEW G. MINTER, DATE  
MARION COUNTY ATTORNEY

8-13-18

WITNESS:

  
\_\_\_\_\_  
SIGNATURE  
  
\_\_\_\_\_  
PRINTED NAME

WITNESS:

  
\_\_\_\_\_  
SIGNATURE  
Nicholas Torrance  
\_\_\_\_\_  
PRINTED NAME

KIMLEY-HORN & ASSOCIATES, INC.

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

8-9-18

PRINTED:

Richard V. Busche, P.E.  
\_\_\_\_\_  
ITS: (TITLE) Vice Presi  
Kimley-Horn and Associates, Inc.



**AGREEMENT BETWEEN THE MARION COUNTY BOARD OF COUNTY  
COMMISSIONERS  
AND  
KIMLEY-HORN AND ASSOCIATES, INC.**

**SCOPE OF SERVICES  
FOR FINAL ROADWAY DESIGN SERVICES**

**FOR**

**CR484 WIDENING FROM MARION OAKS PASS TO MARION OAKS  
COURSE (1.4 MILES)**

**AND**

**MARION COUNTY FORCE MAIN EXTENSION FROM 69<sup>TH</sup> COURT TO  
MARION OAKS PASS (0.80 MILES)**

KIMLEY-HORN AND ASSOCIATES, INC.

By: \_\_\_\_\_

(Signature)

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

Date: July 18, 2018



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## **PART I - PREAMBLE**

### **A. PURPOSE**

The purpose of this Agreement is to describe the scope of work and the responsibilities of Kimley-Horn and Associates, Inc., hereinafter called the ENGINEER and the Marion County Office of the County Engineer, hereinafter called the COUNTY, in connection with the completion of final design and preparation of complete roadway construction plans for the proposed improvements to **CR484**.

This Scope of Services is for the design and permitting of certain roadway improvements within Marion County. The ENGINEER was selected for this project in 2016 under a competitive process consistent with the CCNA process contained in the Florida Statutes as part of RFQ# 16Q-020.

Under a previous Agreement the ENGINEER completed a Preliminary Engineering Report (PER) for the proposed new alignment of SW 49<sup>th</sup> Avenue, and associated improvements to CR484. The PER was adopted by the Marion County Board of County Commissioners on February 6, 2018. Under this Agreement the ENGINEER will perform survey work, environmental assessments, prepare roadway design and construction plans and obtain permits for the associated widening and improvements to CR484.

In June 2018 Marion County received DEO grant funding for certain roadway components covered under the PER. The DEO grant included the design of a future roadway to serve the Florida Crossroads Commerce Park, herein referred to as "ROAD C". The design of that roadway is not included in this Agreement.

This Agreement includes the following design responsibilities:

CR 484 Widening from 2-Lane Rural Undivided to 4-Lane Urban Divided Roadway Section  
– Survey, design plans, environmental assessments, and regulatory agency permitting, beginning just west of the intersection of CR484 and Marion Oaks Course and continuing westward to transition to the intersection of CR484 and Marion Oaks Pass, for a distance of approximately 1.4 miles. The design of this roadway segment will include a signalized intersection at future SW 49<sup>th</sup> Avenue, and a second signalized intersection at the intersection of CR484 and the future access ROAD C to the Florida Crossroads Commerce Park.

Marion County Water and Sewer Utility Design Plans – to include design and construction of approximately 7,900 LF of 16-inch water main (WM) and approximately 3,000 LF 12-inch sanitary sewer force main (FM) along the project corridor and also a 12-inch FM from SW 69<sup>th</sup> Court to Marion Oaks Pass (approximately 4,250 LF).

This Agreement does not include support services for the acquisition of new right of way through the eminent domain process, but does include all work needed to support the acquisition of right of way and pond sites from property owners that will provide right of way through cooperative negotiation with the COUNTY.

It is anticipated that this project will utilize existing and proposed new drainage retention areas per the approved PER, and require the design of additional new drainage retention areas along CR484 that were not shown in the approved PER.

All needed right of way, drainage easements, and utility easements are assumed to be provided by the owner of the Florida Crossroads Commerce Park (A.K.A. McGinley Farm) and others, through cooperative negotiation and condemnation through eminent domain will not be required.



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

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

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

This Agreement does not include work pertaining to the acquisition of properties through the eminent domain process. This work will be considered post-design services and provided under a separate Agreement or amendment to this Agreement.

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

### **A. PROJECT ADMINISTRATION**

The project administration activities contemplate a twelve month duration following Notice to Proceed by the COUNTY, not including post-design services. The activities that will be undertaken include the following:

1. Project Setup: ENGINEER will establish project files, project work plan, and initiate the project accounting and invoicing system.
2. Kick-off Meeting: ENGINEER will conduct a kick-off meeting with the COUNTY and the project team. ENGINEER will circulate meeting minutes to all participants following the kick-off meeting.
3. Utility Kick-off Meeting: ENGINEER will conduct a utility kick-off meeting with the COUNTY and the various wire utility companies that are within the project corridor to inform them of phasing, schedules, and to establish protocols for the transfer of needed information and relocation plans.
4. Monthly Progress Meetings: Beginning in the second month of the contract and continuing through the duration of the contract, the ENGINEER will meet with the COUNTY to review the progress of work, to conduct project reviews and to coordinate with utility companies.
5. Progress Reports and Invoices: ENGINEER will prepare a monthly progress report to be included with each monthly invoice.
6. Miscellaneous Meetings: ENGINEER will prepare for and attend up to eight general meetings with the COUNTY, affected land owners, stakeholders, etc. This would not include advertised public meetings, BOCC workshops, etc.



## B. ENVIRONMENTAL ANALYSIS AND REPORTING

1. Natural Resource Assessment for CR 484 Improvements. ENGINEER will conduct a Natural Resource Assessment to identify wetlands and surface waters and upland habitats (including potential sensitive habitats) in the project area and will evaluate the potential for usage by endangered and threatened species (listed species). In preparing this assessment, the ENGINEER will conduct the following tasks:
  - a) Review readily available natural resource documentation, previous environmental studies (provided by client), soils map, FEMA FIRM maps and listed species information.
  - b) Request information from the Florida Natural Areas Inventory (FNAI) and the Florida Fish and Wildlife Conservation Commission (FWC) regarding known occurrences of listed species on and near the subject property;
  - c) Two biologists will conduct site reconnaissance to ground truth the database information; Map habitat types on an aerial photograph and document signs of listed species usage during site reconnaissance.
2. Listed Species Surveys. ENGINEER will conduct the following surveys:
  - a) Gopher Tortoise Survey – ENGINEER will conduct a 15% gopher tortoise survey along CR 484 and the pond sites in accordance with Florida Fish and Wildlife Conservation Commission (FWC) guidelines. Gopher Tortoise burrows identified in the survey will be mapped using hand-held GPS and classified according to activity (potentially occupied or abandoned). Following the survey a map of burrows identified will be completed.
  - b) Burrowing Owl Survey – ENGINEER will conduct pedestrian survey along the proposed alignment for CR 484 and the pond sites. Burrowing owl burrows will also be located with GPS. A map showing the approximate location of burrows will be prepared following the survey.
  - c) Sand Skink Pedestrian Survey and Analysis – ENGINEER will conduct an analysis of the current condition of the alignment (based on changes that have occurred since the PER was prepared), photograph the habitats and conduct a pedestrian survey to identify potential sand skink tracks. It is anticipated that the surveys described above will be conducted simultaneously or within the same field review. It is anticipated the surveys will require two biologists for 5 days. Note: this scope assumes that a cover board survey will not be required and that coordination with US Fish and Wildlife Survey (USFWS) will be sufficient to receive sign off on no cover board survey required. This is based on the disturbance to the area and on previous projects where USFWS deemed the area not suitable. If additional survey is required a separate scope and fee will be prepared.
  - d) Listed Species Summary Report. Following the surveys listed above and the FL scrub-jay survey, a summary report will be prepared. The report will include a summary of field methodologies and results. Field maps showing the location of identified species will be prepared along with field data sheets used for the surveys. ENGINEER will schedule and attend one meeting in the USFWS Jacksonville office to discuss the results of the surveys and an approach for moving forward with the project or permits required.
3. Environmental Resource Permit. ENGINEER will complete the Environmental Resource Permit application (Sections A, C and E) and an Environmental Narrative summarizing the results of the NRAs and surveys completed. It is anticipated that a US Army Corps of Engineers permit will not be required so the separate application is not needed.

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## 4. State Listed Species Permitting (Optional depending on results of survey and impacts)

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

## C. SURVEYING AND MAPPING

Design Survey: +/- 8,000 feet of topography; +/- 16 existing parcels; 2 planned intersecting street locations; +/- 4 proposed pond sites

1. Records Research: The ENGINEER will obtain information from the Marion County Property Appraiser's Office, Marion County Clerk of Courts and Bureau of Land Management to acquire record evidence of parcel ownership, existing right-of-way limits for CR 484 and Marion Oaks Course, certified corner records and horizontal and vertical control. The ENGINEER will contract with a Title Company to obtain Ownership and Encumbrance Reports for each parcel along and adjacent to the proposed right of way corridor. These reports will be relied upon for any individual easements or right of way takings.
2. Base Map Digital Control File: The ENGINEER will create a master horizontal control file to be utilized throughout the planning and design of the roadway alignment. This map will include the location of the existing right-of-way lines for those portions of intersecting roadways that fall within the project limits. These right-of-way lines together with the boundary lines and controlling monumentation for each ownership entity will serve as the base geometry for the project.
3. Establish Roadway Alignment and Obtain Topography: The ENGINEER will recover the roadway alignment, which we assume has been previously established and incorporate it in the base map digital control file. Vertical control points (benchmarks) will be set every 1,000 feet. Cross-section elevations will be obtained at each 100-foot station and extend a distance of 100 feet right and 100 feet left of the centerline alignment. Above ground improvements and surface evidence of underground utilities, including aboveground visible wells will be located.

The following intersections will be surveyed to obtain cross section elevations at 100-foot intervals within the existing right-of-way:

- Proposed intersection of SW 49<sup>th</sup> Avenue: 400' north and 400' south.
- Proposed intersection of ROAD C: 200' south.

Up to 20 geotechnical boring locations will be staked in the field and the corresponding northing, easting and elevation will be provided.

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

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

4. Sketch and Legal Descriptions of Right-of-Way Acquisition Parcels and Drainage Retention Areas: Based upon a cursory review of the Marion County Property Appraisers website, there are



approximately 10 parcels and 3 drainage retention areas lying within the proposed corridor that may require right-of-way acquisition. Upon determination and acceptance of the final roadway right-of-way limits, the ENGINEER will prepare legal descriptions and sketches for the acquisition of the required right-of-way and drainage retention areas. The legal descriptions and sketches will be prepared in accordance with the Florida Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. Deliverables to the County will consist of five (5) signed and sealed copies of the legal description and sketch on 8½" by 11" sheets.

5. Right of Way Map: A right of way map will be prepared for the final roadway corridor. Prior to final recording in the public records, the Surveyor of Record will update the map to depict the boundaries of the acquired parcels based upon the recorded information provided by the County. The right of way will be monumented in the field along the right of way lines and those corners will be referenced on the right of way map. The Right of Way Map will be prepared in accordance with the 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.

#### **D. GEOTECHNICAL COORDINATION**

1. All geotechnical engineering deemed necessary by the ENGINEER to support the design of the roadway improvements, structural signal pole design, and drainage retention areas will be provided by a registered professional geotechnical engineer, under a separate contract with the COUNTY.
2. The ENGINEER will provide requirements for the necessary geotechnical field investigations to the COUNTY for procurement of geotechnical engineering services.
3. During design, the ENGINEER will review and evaluate the results of the geotechnical investigations, and provide coordination needed for final design and permitting with the regulatory agencies.

#### **E. TRAFFIC OPERATIONS ANALYSIS**

1. The ENGINEER shall confirm the operations analysis prepared as part of the approved PER to establish the needed number of travel lanes, intersection geometries, turn lane lengths, etc. Any additional analyses requested or required by the COUNTY, or any other regulatory agency, is not included in this agreement and would be considered an additional service.
2. The ENGINEER will summarize the recommendations of the approved PER and submit a technical memorandum to the COUNTY for review and approval. The technical memo will address the items above for the project documentation.

#### **F. DESIGN ANALYSIS**

1. Typical Section Package. A Typical Section Package will be prepared and submitted to the COUNTY for review and approval. The general typical section will be a 4-lane curb and gutter section with a center median, two travel lanes in each direction and sidewalks and bike lanes on both sides of the roadway. The design speed and posted speed will be 45 mph.
2. Geometrics. The ENGINEER will design the geometrics for the project in accordance with the classification for urban roads of Marion County, applicable Florida Department of Transportation (FDOT) standards, the Manual of Uniform Traffic Control Devices, with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification,

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adjacent land use, design consistency and driver expectancy, drainage features, aesthetics, pedestrian and bicycle concerns, accessibility and accommodation for mass transit, ADA requirements, access management and scope of work.

3. Pavement Design Package. The required Pavement Designs will be prepared by the ENGINEER.
4. Design Documentation, Computation Book and Quantities. The ENGINEER will submit to the COUNTY design notes and computations to support and document the design conclusions reached during the development of the construction plans. No design exceptions are anticipated.

Up to three copies of the design notes and computations will be submitted to the COUNTY at each plan review, unless otherwise directed by the COUNTY. When the plans are submitted for each subsequent review, the design notes and computations corrected according to COUNTY comments will be resubmitted. At the project completion, a final set of design notes and computations will be submitted with the record set of plans and tracings.

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

## G. DRAINAGE ANALYSIS

1. The ENGINEER will be responsible for designing a drainage and stormwater management system for each phase of the project. The design work will comply with local, state and federal requirements. This work will include the engineering analysis necessary to design the following: cross drains, roadway ditches, outfall ditches, storm sewers and retention/detention facilities.
2. The locations of the drainage basins and outfalls will be determined by the ENGINEER, and coordinated with the COUNTY, based on the corridor topography and geotechnical conditions. The ENGINEER will work to provide drainage pond shapes and designs that are somewhat curvilinear in nature adjacent to the roadway, subject to approval by the COUNTY.
3. The ENGINEER will design a piping conveyance system that meets the requirements of the Marion County Land Development Code and takes into consideration an agreed upon design storm event and accounts for normal drainage parameters such as conveyance capacity, velocity, and pavement gutter spread.
4. This drainage analysis will be prepared as a stand-alone design. Modification of existing watershed models that may exist at the COUNTY or the Southwest Florida Water Management District is not included in the scope of work of this Agreement.
5. The scope of work of this Agreement also does not include modification of flood insurance rate maps through FEMA. The current FEMA Flood Insurance Rate Map for the Project area, dated 08/28/2008, does not delineate any regulated flood zones within the Project limits.
6. The ENGINEER will provide the COUNTY with up to three signed and sealed copies of the Drainage Design Report in addition to those required for permitting. This will incorporate the work undertaken in the preliminary engineering phase of the project and will include final calculations for the proposed storm drainage system, final pond calculations and information required for permit review and approval.



## **H. UTILITY COORDINATION**

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

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

The COUNTY will submit to each Utility Owner the necessary sets of plans for utility coordination and be prepared to provide the project CADD files in electronic format to each Utility Owner upon their request. ENGINEER will provide the CADD files for the convenience of the Utility owners; ENGINEER cannot be responsible for the accuracy of the files after they are provided to the Utility owners. The ENGINEER will, prior to and during design, obtain available data from the Utility Owners that may be needed to determine the actual location and depth of the underground utilities. The ENGINEER will prepare Utility Adjustments sheets prior to the 60% submittal. Utility adjustments will be designed by the utility owners and shown on the plan/profile sheets or other appropriate location in the plan set. Upon completion of these plans, the ENGINEER will send one complete set of plans to each utility owner and to the COUNTY.

## **I. ROADWAY PLANS**

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

1. Key Map
2. Summary of Pay Items
3. Drainage Maps
4. Typical Sections
5. Summary of Drainage Structures
6. Project Layout
7. Project Control
8. Roadway Plan/Profile Sheets
9. Marion County Utility Water and Sewer Design Sheets (See Task J)
10. Drainage-Retention Area Sheets
11. Intersection Detail sheets
12. Special Profile sheets
13. Roadway Soil Survey
14. Cross Sections



- 15. Signing Pavement and Marking Plans
- 16. Construction Surface Water Management Plans
- 17. Miscellaneous construction details

## **J. MARION COUNTY WATER AND SEWER UTILITY DESIGN PLANS**

As part of the Roadway Plans described in Task I, the ENGINEER will prepare utility design plans for the following improvements:

- Design and construction of approximately 7,900 LF of 16-inch water main (WM) and approximately 3,000 LF 12-inch sanitary sewer force main (FM) along the project corridor. For this segment, the survey collected for the CR484 widening will be utilized. The utility design plans will be prepared on separate sheets, but those sheets will be part of the overall CR484 widening plans set.
- To connect the existing Marion Oaks sanitary sewer system to the widened section of CR484, Marion County Utilities (MCU) intends to construct an additional segment of 12-inch FM from SW 69th Court to Marion Oaks Pass (approximately 4,250 LF). For this segment, additional survey will be collected and separate plan sheets will be prepared, due to the fact that this segment lies outside of the CR484 widening limits.

Under this Task the ENGINEER will perform the following design tasks:

### **1. CR 484 Widening Utility Extensions – Marion Oaks Pass to SW 45<sup>th</sup> Avenue**

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

- Approximately 3,000 LF of 12-inch FM along the south side of CR 484 from Marion Oaks Pass eastward to approximately 350 LF west of the McGinley barn driveway.
  - Approximately 7,900 LF of 16-inch WM along the north side of CR 484 from Marion Oaks Pass eastward to SW 45<sup>th</sup> Avenue (a.k.a. Marion Oaks Course).
- a) Kimley-Horn will prepare 60%, 90%, and 100% plans. Kimley-Horn will submit the 60%, 90%, and 100% plans to the Marion County Utility Department (MCU) for review and approval. The 60% submittal will consist of construction plans only. The 90% and 100% submittals will consist of construction plans and an opinion of probable construction cost (OPC).
  - b) Kimley-Horn will provide MCU with two hard copy signed and sealed sets of the final construction plans. Kimley-Horn will also provide MCU with electronic copies of the final construction plans in AutoCAD and PDF format.
  - c) Kimley-Horn will prepare a FDEP "Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System" application as required for the sewer force main construction. MCU shall provide the required application fee.
  - d) Kimley-Horn will prepare a FDEP "Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWSs" application as required for the water main construction. MCU shall provide the required application fee.

### **2. CR 484 Force Main Extension – 69<sup>th</sup> Court to Marion Oak Pass**

This task consists of design and permitting engineering services for the following sewer utility extensions along CR 484, west of the widening limits. Approximately 4,250 LF of 12-inch sewer force

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main from SW 69<sup>th</sup> Court to Marion Oaks Pass will be designed and permitted. The Plans will be prepared on 11"x17" plan sheet size, to be consistent with the roadway design plans.

- a) Kimley-Horn will coordinate with the County authorized geotechnical engineer to obtain geotechnical field explorations to support the design of the utility extension. Kimley-Horn will generally establish the recommended geotechnical scope and coordinate with the County as the work is provided.
- b) Kimley-Horn shall coordinate with the County authorized environmental scientist to review environmental survey recommendations and results, as established by the County.
- c) Kimley-Horn will prepare 60%, 90%, and 100% construction plan submittals to MCU for review and comment. Construction plans will consist of cover sheet, survey, general notes, plan and profiles, and details. The 90% and 100% submittals will include an opinion of probable construction cost (OPC). Technical specifications and bid documents will be provided by MCU.
- d) Kimley-Horn will provide MCU with two hard copy signed and sealed sets of the final construction plans. Kimley-Horn will also provide MCU with electronic copies of the final construction in AutoCAD and PDF format.
- e) Kimley-Horn will prepare a FDEP "Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System" application as required for the sewer force main construction. MCU shall provide the required application fee.
- f) Kimley-Horn will prepare Marion County right-of-way (ROW) permit application as required for the sewer force main construction. MCU shall provide the required application fee.

## Survey Services

- g) The survey scope will consist of the following elements:
  - i. The survey will cover the southern half of CR 484 from 100 feet west of SW 69<sup>th</sup> Court to Marion Oaks Pass (approximately 4,250 linear feet). Full topographic data will be collected from the CR 484 south edge of pavement to the south ROW line. The survey will include full ROW with topographic data extending up to 50 feet on all paved side streets and intersections. Records research will be conducted as needed to establish information pertaining to the public right of way.
  - ii. Location of any improvements within the ROW that will interfere with the design or construction of the pipelines.
  - iii. Locate all surface evidence of utilities along the route, as well as utility marks as delineated by requesting through Sunshine State One Call. Should Kimley-Horn encounter difficulty in achieving the satisfactory marking of utilities, Marion County Utilities Department will assist in motivating utility owners to mark their facilities.
  - iv. Horizontal and Vertical control will be established at approximately 1,000-foot intervals along the route.
  - v. Any monumentation evidence of existing rights-of-way along the route will be located. The rights-of-way along the route are being claimed by plats recorded, right of way maps and/or deeds.
  - vi. Vertical Datum will be based on NAVD 88.
  - vii. Horizontal Datum will be based on Florida West NAD-83 grid.
  - viii. MCU will locate and mark existing water and wastewater utilities within the project limits. Other existing utilities will be located by Sunshine One-Call.

## Bid Assistance

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- a) Kimley-Horn will provide the County with electronic copies of the Project Plans in Microsoft Word and AutoCAD format. Kimley-Horn will assist the County with preparation of the bid package front end documents. The County will issue bid packages and maintain a record of all plan holders.
- b) Kimley-Horn will attend a pre-bid meeting conducted and organized by the County.
- c) Kimley-Horn will review requests for additional information and prepare bid document Addenda as required during the bid process. The County is responsible for issuance of all Addenda.
- d) Kimley-Horn will assist the County with bid reviews and evaluate the compliance of the bids received with the bidding documents.

## K. SIGNING AND PAVEMENT MARKINGS

The ENGINEER will prepare plan sheets, notes, and details to include the following: General Note sheet(s), Plan Sheet(s), Special Marking Detail sheet(s) and Sign Pole detail(s). No lighted signs are anticipated nor are they included in this work. No guide signs will be designed as a part of this project. The ENGINEER will provide Technical Special Provisions for the items of work not covered by the FDOT Standard Specifications, Supplemental Specifications or Recurring Special Provisions.

## L. SIGNALIZATION PLANS

The ENGINEER will develop one set of signalization plans for the intersection of SW 49<sup>th</sup> Avenue and CR484 and one set of signalization plans for the intersection of CR484 and the Florida Commerce Park ROAD C (design a total of two signalized intersections). It is assumed that a concrete strain pole layout with box configuration (not diagonal) will be implemented. The plan set will include the following sheets:

1. Key sheet
2. Notes and tabulation of quantities
3. Signing and Marking plans
4. Signalization plans
5. Concrete strain pole and foundation details
6. Guide sign details

The signalization plans will specify controller settings, controller peripherals, phasing and initial timings, loops and lead-ins, conduit, cabling, pull boxes, vehicular signal displays, signs, and pedestrian displays and detector stations, if appropriate.

ENGINEER will prepare a structural analysis to determine the design of the proposed concrete strain poles. The required depth, width, and reinforcement of the pole foundations will be specified. The structural analysis will be summarized in a calculations book provided with the 90% submittal. Geotechnical boring information at the four corners of the intersection will be provided by the COUNTY. The geotechnical information shall be suitable for the design of concrete strain pole foundations.

No other signal designs are included in this Agreement. If additional traffic signals are planned at other intersections within the corridor, they will be designed as an Additional Service after receiving authorization from the COUNTY.

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## M. PERMITTING

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

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

1. The proposed typical section and horizontal layout plan will be submitted to the COUNTY as part of the monthly coordination for general review and discussion, but will not be subjected to a full staff review and comment period.
2. 60% Roadway Plans and Calculations
3. 90% Roadway Plans and Calculations
4. 100% Roadway Plans and Calculations
5. Estimated quantities at 60% Plans stage
6. Opinions of Probable Construction Costs at 90% and 100% Plans Stages

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

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

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

## N. TRAFFIC CONTROL CONCEPTS

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

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## O. BID ASSISTANCE

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

## P. POST DESIGN SERVICES (NOT INCLUDED)

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

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

## S. LANDSCAPE PLANS (NOT INCLUDED)

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

## U. EXPERT WITNESS SERVICES (NOT INCLUDED)

### PART III – SCHEDULE

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

## A. 100% ROADWAY PLANS AND CALCULATIONS – 12 CALENDAR MONTHS FROM WRITTEN NOTICE TO PROCEED

A detailed schedule listing all subtasks and their expected individual durations will be provided to the COUNTY by ENGINEER at the Kickoff Meeting, and will be maintained and updated throughout the life of the project.



**PART IV – MISCELLANEOUS**

**SECTION I. PROVISIONS FOR WORK**

**A. GOVERNING REGULATIONS**

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

1. Marion County Land Development Code
2. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (FDOT)
3. FDOT 2018 Florida Design Manual
4. FDOT Drainage Manual
5. AASHTO's "A Policy on Geometric Design of Highways and Streets"
6. Florida Manual on Uniform Traffic Studies (MUTS)
7. Manual on Uniform Traffic Control Devices (MUTCD)
8. AASHTO Guide for Bicycle Facilities Design

**B. PROGRESS REPORTING**

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

**C. QUALITY CONTROL**

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

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

**D. CORRESPONDENCE**

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



## E. SUBMITTALS

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

### Engineering Items:

1. 60% Roadway Plans and Calculations
2. 90% Roadway Plans and Calculations
3. 100% Roadway Plans and Calculations
4. Estimated quantities at 60% Plans stage
5. Opinions of Probable Construction Costs at 90% and 100% Plans Stages in Microsoft Excel format
6. Final Roadway Plans, signed and sealed
7. Digital files will be provided in electronic format at the final submittal

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TABLE A  
COST ESTIMATE FOR SERVICES

PROJECT: CR 484 4-LANE CAPACITY IMPROVEMENT  
CLIENT: MARION COUNTY OFFICE OF THE COUNTY ENGINEER  
KHA PM: RICHARD V. BUSCHE, P.E.  
BASIS FOR ESTIMATE: COUNTY-APPROVED HOURLY RATES, RFQ 15Q-051

SHEET: 1 of 1  
DATE: JULY 18, 2018

		DIRECT LABOR											LABOR HOURS	SUB (\$)	LABOR TOTAL
TASK ID	TASK DESCRIPTION	Principal Engineer	Project Manager (Registered)	Project Manager	Project Engineer (Registered)	Staff Engineer	Staff Scientist	CADD Designer	CADD Technician	Surveyor Mapper	3 Man Survey Crew	Clerical			
		\$175.00	\$145.00	\$120.00	\$125.00	\$95.00	\$75.00	\$75.00	\$74.00	\$121.00	\$118.00	\$35.00			
A.	PROJECT ADMINISTRATION	10	60		20	20						40	150		\$ 16,250
B.	ENVIRONMENTAL ANALYSIS AND REPORTING	8	40			80	80					36	244		\$ 22,060
C.	SURVEYING AND MAPPING	4	80					200	100	210	210		804	\$ 3,500.00	\$ 84,890
D.	GEOTECHNICAL COORDINATION	8	8		16	16						8	56		\$ 6,360
E.	TRAFFIC OPERATIONS ANALYSIS	4	8		16	30						8	66		\$ 8,960
F.	DESIGN ANALYSIS	10	20		40	80		40	40			20	250		\$ 23,910
G.	DRAINAGE ANALYSIS	20	80		160	360		40	40			20	680		\$ 72,960
H.	UTILITY COORDINATION	8	20		40	40		40				20	168		\$ 16,800
I.	ROADWAY PLANS	80	200		240	360		600	600			40	2120		\$ 188,000
K.	SIGNING AND PAVEMENT MARKINGS	8	24		24	40		60	60				216		\$ 20,620
L.	SIGNALIZATION PLANS	15	80		140	160		40	120				555		\$ 58,805
M.	PERMITTING	20	60		120	200		40	40			40	520		\$ 53,560
N.	TRAFFIC CONTROL CONCEPTS	8	30		30				60				128		\$ 13,940
O.	BID ASSISTANCE	8	40		60	60						24	192		\$ 21,240
MCOCE SUBTOTALS		211	750	0	906	1446	80	1020	1060	210	210	256	6149	\$ 3,500.00	\$ 619,885.00
J.	MCU WATER AND SEWER PLANS	4	50	16	68	138		160	170	20	40	46	712		\$ 64,810
MCU SUBTOTALS		4	50	16	68	138	0	160	170	20	40	46	712	\$ -	\$ 64,810.00
GRAND TOTALS		215	800	16	974	1584	80	1180	1230	230	250	302	6861	\$ 3,500.00	\$ 684,695.00