

# **REVISION**

## **Consent – Procurement**

**Item 7.2.6. SUBJECT: Request Approval of  
Task Order: 23Q-087-TO-49 Contract  
Amendment: 18Q-197-CA-02 Post Design  
Services for Emerald Road Extension - Davis  
Dinkins Engineering, P.A., Ocala, FL (Budget  
Impact - Neutral; expenditure of \$204,892)**

This revision is being made to reflect the correct contract. Davis Dinkins Engineering is the engineer of record for the project and will provide post design services during construction under the original agreement.



# Marion County

## Board of County Commissioners

### Agenda Item

File No.: 2025-21141

Agenda Date: 12/2/2025

Agenda No.: 7.2.6.

**SUBJECT:**

Request Approval of ~~Task Order: 23Q-087-TO-49 Contract Amendment: 18Q-197-CA-02~~ Post Design Services for Emerald Road Extension - Davis Dinkins Engineering, P.A., Ocala, FL (Budget Impact - Neutral; expenditure of \$204,892)

**INITIATOR:**

Susan Olsen, Director

**DEPARTMENT:**

Procurement Services

**DESCRIPTION/BACKGROUND:**

~~On June 6, 2023, the Board approved contracts with multiple firms to provide various civil site related engineering services for the County. Firms were selected based on the area of specialty and equitable distribution of work among all firms in accordance with §287.055 Consultant's Competitive Negotiation Act.~~

On January 15, 2019, the Board approved a contract with Davis Dinkins Engineering, P.A. to provide a Preliminary Engineering Report (PER) and conceptual plans for a new two-lane section of Emerald Road, connecting CR 464 (Maricamp Road) to SE 92nd Loop.

Davis Dinkins Engineering P.A. (Dinkins) ~~has been recommended by County Engineer, Steven Gheen, P.E., to~~ will provide post-design services for the construction of the Emerald Road extension. The work will include attending the pre-construction and other meetings, issuing construction plans, responding to contractor requests for information, in-field review of utility locations, periodic site observations, providing construction plan modifications and preparing construction certifications upon completion.

Attached for review is a draft of the contract ~~amendment~~. Upon approval at today's meeting, it will be sent to Dinkins for signature and once returned, will be forwarded to Legal, the Clerk, and Chairman for signatures.

**BUDGET/IMPACT:**

Neutral; project shall not exceed ~~\$204,892~~ \$204,891.19. Funding is from GA771541-563511 (Impact Fee - East District).

**RECOMMENDED ACTION:**

Motion to approve the ~~recommendation~~ contract amendment and allow staff to issue ~~contract~~, and upon approval by Legal, authorize the Chairman to execute contract with Dinkins under ~~23Q-087-TO-49 18Q-197~~.

## SECOND AMENDMENT TO THE AGREEMENT

In accordance with the Emerald Road Extension (SE 92 Loop to FL Northern RR) Agreement entered into on January 15, 2019, and all of its amendments (if any), collectively (the "Agreement") this Second Amendment to the Agreement (this "Amendment") is made and entered into by and between **Davis Dinkins Engineering, P.A.**, whose address is 125 NE 1<sup>st</sup> Avenue, Ocala, FL 34470; possessing FEIN **26-2634868**, (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 18Q-197, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. This Amendment extends the term of the Agreement until the completion of the project as defined in Exhibit A - Scope of Work, hereto, or until the parties mutually agree that all contractual obligations have been fulfilled. (the "Term").
3. FIRM's services and performance will be in accordance with Exhibit A – Scope of Work, hereto.
4. The total cost for the Project will not exceed Two Hundred Four Thousand Eight Hundred Ninety-One Dollars and 19/100 (\$204,891.19), per Exhibit B – Time/Cost Allocation, hereto.

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:

GREGORY C. HARRELL,  
CLERK OF COURT

DATE

#### APPROVED AS TO FORM AND LEGAL SUFFICIENCY

MATTHEW G. MINTER,  
MARION COUNTY ATTORNEY

DATE

#### WITNESS:

SIGNATURE

PRINTED NAME

#### WITNESS:

SIGNATURE

PRINTED NAME

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

CARL ZALAK III  
CHAIRMAN

DATE

#### BCC APPROVED:

December 2, 2025

18Q-197-CA-02 Post Design Services for Emerald Road Extension

#### DAVIS DINKINS ENGINEERING, P.A.

BY:

DATE

PRINTED:

ITS: (TITLE)

## EXHIBIT A - SCOPE OF WORK



**DAVIS DINKINS  
ENGINEERING, P.A.**  
Client Focused. Solution Driven.

125 NE 1<sup>st</sup> Avenue, Suite 2  
Ocala, FL 34470  
352.854.5961

November 18, 2025

~~October 1, 2025~~

~~July 22, 2025~~

Mr. Douglas Hinton, P.E., PSM  
Assistant County Engineer for Road Design  
Office of the County Engineer  
412 SE 25<sup>th</sup> Ave.  
Ocala, FL 34471

(via email: [Douglas.Hinton@marionfl.org](mailto:Douglas.Hinton@marionfl.org))

**RE: EMERALD ROAD EXTENSION – SCOPE ADDITION #3  
ADDITIONAL SCOPE OF WORK AND FEE STRUCTURE FOR  
POST-DESIGN AND CONSTRUCTION PHASE SERVICES**

Dear Mr. Hinton,

Thank you for the opportunity to provide professional engineering and support services in connection with the above-referenced project. We have updated the attached Scope Addition #3 (Exhibit A), and Fee Structure (Exhibit B), and have included the sub-consultant's scope of work as requested.

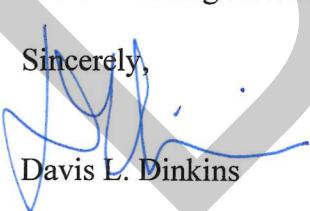
As requested, the fee structure indicates the allocation of effort. However, the monthly progress invoices will be prepared on a lump sum basis for the percentage of the project completed, and the fee structure is based on a total construction phase time period of no longer than sixteen (16) months.

This scope addition does not include any other service not specifically stated within the attached Scope and Time Allocation.

This scope of services and time allocation represents the entire understanding between us with respect to this project and may only be modified appropriately in writing.

We are looking forward to working together.

Sincerely,

  
Davis L. Dinkins

Enclosures (as noted)

**EXHIBIT A**  
**November 18, 2025 Revision**

**AMENDMENT NO. 3 TO AGREEMENT BETWEEN COUNTY (MARION COUNTY) AND**  
**ENGINEER DAVIS DINKINS ENGINEERING, P.A.)**  
**DATED JANUARY 15, 2019 — PROJECT #18Q-197**

**EMERALD ROAD EXTENSION (SE 92 LOOP TO FL NORTHERN RR) — POST DESIGN ENGINEER**  
**OF RECORD (EOR) SERVICES**

**PROJECT UNDERSTANDING**

The COUNTY has requested an Amendment to the Agreement with Davis Dinkins Engineering, P.A. (the ENGINEER) for the Emerald Road Extension Project.

**INTRODUCTION**

Under a separate Agreement, the ENGINEER provided design and permitting services for the Project. The COUNTY has requested the ENGINEER to provide Engineer of Record (EOR) services during the construction of the Project. Under this Agreement the ENGINEER will provide post design EOR services to the COUNTY as noted herein.

**“POST DESIGN” EOR SCOPE OF SERVICES (ROADWAY)**

Under this task, the ENGINEER will generally perform the following services to support the COUNTY's staff. The COUNTY will have direct day-to-day control and responsibility for the management of the construction activities.

- 1) Preparation for and attendance of preconstruction meeting(s) with County and Contractor staff.
- 2) Review utility locations after in-field location by contractor and prepare utility relocation exhibits and/or construction document modifications and document management. Time allocated includes periodic assistance during this phase which is based on up to 60 calendar days.
- 3) Coordination, construction plan incorporation, and document maintenance of sub-consultant for completion of Mast Arm Foundation Design (scope included), based on site specific soil analysis (geotechnical work by COUNTY).
- 4) Coordination, construction plan incorporation, and document maintenance of sub-consultant for completion of Gopher Tortoise & Burrowing Owl Survey (scope included) – survey and permitting only, any required relocations are NOT included and will be by COUNTY
- 5) Prepare and issue "Issued for Construction" plans and electronic files. Throughout the construction of the Project, the ENGINEER shall track revisions issued to the COUNTY.

- 6) Attendance at the construction progress meeting(s), up to sixteen (16) months of total construction time is included in this task with up to twelve (12) progress meetings. Additional construction time and/or meetings requested by the County are excluded from this basic scope.
- 7) Review of shop drawing submittals for structures and materials. Such review and approvals or other action will not extend to means, methods, (techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.
- 8) Respond to Contractor requests for information (RFI), with appropriate verbal and/or written clarification along with construction document modification and/or maintenance as deemed appropriate by ENGINEER and will issue necessary interpretations and clarifications of the Plans and Specifications to the COUNTY as requested.
- 9) Construction Plan Modification and Document Maintenance:
  - a. Provide sketches, exhibits, and/or construction plan modification, and/or document management and maintenance as needed to address changed site conditions as requested or as deemed necessary by ENGINEER. This task may include conducting periodic site observations during construction. Such observations will be limited to selective spot checking and potential measurement, and similar methods of general observation. Based on information obtained during site visits, ENGINEER will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents.
  - b. Changes to the plans or Requests for Information (RFI's) related to requests for modifications of approved design by the COUNTY, or by the contractor to address construction means and methods or convenience in construction, are NOT included and may be provided by separate agreement.
- 10) Review as-built survey information provided to ENGINEER for general conformance with the approved plans and permits.
- 11) Prepare construction certifications for the COUNTY and the SJRWMD upon project completion following completion of all work, and receipt of signed and sealed as-built surveys and testing reports.

## **SCHEDULE**

The ENGINEER will provide these services to coincide with the roadway construction activity. For the purposes of this Amendment, ENGINEER has assumed an active construction duration of two (2) months for utility coordination, followed by fourteen (14) calendar months total for construction and close out activities by Contractor and COUNTY, sixteen (16) total months.

## **FEE**

The ENGINEER will provide the services described in the Scope of Services for a lump sum amount of \$204,891.19 as detailed on attached EXHIBIT B.

# EXHIBIT 'B'

## TIME/COST ALLOCATION

REVISION DATE 11-18-2025

PROJECT: EMERALD RD EXTENSION  
 CLIENT: MARION COUNTY OFFICE OF THE COUNTY ENGINEER

TASK ID	TASK DESCRIPTION	\$245	\$210	\$170	\$125	\$110	\$60	LABOR TOTAL	PROJECT ENGINEER (REGISTERED)	PROJECT MANAGER (REGISTERED)	STAFF ENGINEER	CADD DESIGNER	CLERICAL	SUB(S)
									PROJECT ENGINEER (REGISTERED)	PROJECT MANAGER (REGISTERED)	STAFF ENGINEER	CADD DESIGNER	CLERICAL	SUB(S)
1	PRE-CONSTRUCTION CONFERENCE	2	4	4	4	4	2	\$2,630.00						
2	ASSISTANCE WITH UTILITY CONFLICT/COORDINATION SKETCHES, EXHIBITS, AND/OR PLAN MODIFICATIONS AND MAINTENANCE (2-MONTHS TIME PERIOD)	16	24		32	60	8	\$20,040.00						
3	TRAFFIC CONSULTANT FOR SIGNAL DESIGN (SCOPE OF SERVICES INCLUDED)													
	A) MAST ARM FOUNDATION DESIGN													
	B) POST DESIGN SERVICES													
	C) ENGINEER'S COORDINATION/REVIEW													
4	ENVIRONMENTAL CONSULTANT (SCOPE OF SERVICES INCLUDED)													
	A) GOPHER/TORTOISE & BURROWING OWL SURVEY & PERMITTING													
	E) PROJECT COORDINATION/REVIEW													
5	PROVIDE CONSTRUCTION ISSUE PLANS AND CAD FILE	2	2	2	4		20	8	\$4,270.00					
6	ATTEND UP TO TWELVE (12) PROGRESS MEETINGS	24	48		36		18		\$21,540.00					
7	SHOP DRAWING REVIEW	8	16		32	32	8		\$13,320.00					
8	CONTRACTOR RFPS	40	70		80	80	20		\$44,500.00					
9	CONSTRUCTION PLAN MODIFICATION(S) AND DOCUMENT MAINTENANCE	25	40		90	40	30		\$31,975.00					
10	AS-BUILT REVIEW	4	8		32	16	4		\$8,660.00					
11	AGENCY CERTIFICATIONS	4	8						\$3,620.00					
	<b>Totals</b>		138	246	48	306	248	130	\$204,891.19					
														<b>Total</b>

November 7th, 2025

Davis Dinkins, PE  
Davis Dinkins Engineering, P.A.  
2201 SE 30th Avenue  
#302-1  
Ocala, FL 34471

Re: Professional Consulting Services – Signal Design, Post Design Phase  
Emerald Road Extension (from SE 92<sup>nd</sup> Loop to Florida Northern RR)  
Marion County

Dear Davis:

We appreciate the opportunity to provide you with professional consulting services for Emerald Road in Marion County. As you know, we have already provided signal design services on Emerald Road at the intersection of SE 92<sup>nd</sup> Loop and Emerald Road. The purpose of this new scope of services is to provide mast arm foundation design services and post design services related to the signal design for the referenced intersection.

With the above information in mind, the following describes our full scope of services.

#### **A. Mast Arm Foundation Design**

Once NV5 receives an approved Signalization Plan and Mast Arm Tabulation Sheet along with the final Geotechnical Engineering Report, we can begin the design services for the mast arm foundation.

During this phase, NV5's scope of services for the mast arm foundation design includes:

- Review the geotechnical report, signalization plan, and related subsurface information
- Evaluate applicable FDOT and local agency design requirements
- Perform structural calculations for moment, shear, axial, and torsional loads
- Design the foundation size, type, and required embedment depth
- Provide Mast Arm Assemblies Data Table

These services do not include re-evaluation or design of differing design parameters once the design has been completed. An addendum to this proposal will be required for re-evaluation of differing configurations.

#### **B. Post Design Services**

Our scope of services for signal-related post design activities includes but is not limited to the following:

- Response to questions from bidders during the bidding process
- Shop drawing review (if needed)
- Response to Requests for Information (RFIs) during construction
- Coordination and communication related to these activities

## Fees

The fees for the above-listed services are detailed below. Task B will be billed hourly as needed, and the maximum total is shown in parentheses to assist you with budgeting.

Task	Fee
A. Mast Arm Foundation Design	\$ 10,000.00 (lump sum)
B. Post Design Services	Hourly (max. \$6,000.00)
<b>Total</b>	<b>\$ 10,000.00 + Hourly</b> (max. total = \$16,000.00)

The above-described services will be provided for the maximum fee of **\$ 16,000.00** (lump sum plus hourly). Please see our **attached standard hourly rates**. Invoices will be submitted on a periodic basis, based on the services completed to date.

We trust this proposal meets with your acceptance and approval. If so, please sign and return the enclosed Proposal Acceptance Agreement and retain a copy for your file. The Scope of Services and Fees outlined in this proposal are valid for 60 days from this date. If the Standard Agreement is not fully executed within that time, we reserve the right to provide you with an updated proposal and agreement. Should you have any questions, please feel free to contact me at (352) 538-1756 or [Monique.Heathcock@NV5.com](mailto:Monique.Heathcock@NV5.com). We look forward to working with you on this project.

Sincerely,  
**NV5**

*Monique M. Heathcock*

Monique M. Heathcock, PE  
Vice President Infrastructure Florida

Via Email: [davis@dinkinsengineering.com](mailto:davis@dinkinsengineering.com)

November 10, 2025



ENVIRONMENTAL  
PLANNING  
DESIGN &  
PERMITTING

Davis Dinkins, P.E.  
Davis Dinkins Engineering, P.A.  
2201 SE 30<sup>th</sup> Avenue #302-1  
Ocala, FL 34471

**RE: Emerald Road Extension – Marion County RFQ 18Q-197  
Proposal for Gopher Tortoise & Burrowing Owl Survey**

Dear Davis,

Modica & Associates previously provided preliminary ecological services for Marion County's request for a Preliminary Engineering Report (PER) for the Emerald Road Extension (RFQ 18Q-197). During the survey conducted in 2021, a burrowing owl burrow was documented within the project corridor. Although no gopher tortoise burrows were identified during the 2021 survey, there is suitable habitat present within the project corridor, and regulations require a survey to be conducted prior to start of construction.

The attached Scope of Services outlines the survey requirements for the burrowing owl and gopher tortoise. Because it is not known how many owls and/or tortoises may be present, if at all, a proposal for the physical relocation, recipient site fees, etc. can be provided as Additional Services.

Modica & Associates appreciates the opportunity to work with you on this project. Please contact me directly if you have any questions about the proposal, or if you require any modifications to the scope of services.

Sincerely,



Elaine Imbruglia  
President

**PROPOSAL FOR GOPHER TORTOISE & BURROWING OWL SURVEY  
EMERALD ROAD EXTENSION (from SE 92<sup>nd</sup> Loop to Florida Northern RR)  
MARION COUNTY, FLORIDA**

**November 10, 2025**

**SCOPE OF SERVICES**

The Scope of Services includes conducting a comprehensive (100%) survey for the gopher tortoise and burrowing owl within the chosen alignment of the 2.30 mile Emerald Road Extension, and associated stormwater pond(s) estimated to be 5± acres. The Project Engineer (Davis Dinkins Engineering) will need to provide the final boundaries of the chosen alignment and pond locations to ensure the survey is conducted within the correct areas.

The budgets provided below are based on the assumed roadway length of 2.30 miles by 100-foot wide (27.88± acres) plus about 5± acres of pond areas. Because it is not known how many owls and/or tortoises may be present, if at all, a proposal for Additional Services to include the costs of physical relocation, recipient site fees, etc. can be provided after the surveys are complete.

**Task 1: Gopher Tortoise & Burrowing Owl Survey**

Modica & Associates (“M&A”) previously provided preliminary ecological services for the Emerald Road Extension and documented a burrowing owl burrow within the project corridor. Although no gopher tortoise burrows were identified during the 2021 survey, there is suitable habitat present within the project corridor, and regulations require a survey to be conducted prior to start of construction. The survey below will be conducted within the estimated 32.88± acre project area.

1. M&A will conduct a comprehensive (100%) gopher tortoise survey over the project corridor. This survey will be conducted in strict accordance with the Florida Fish & Wildlife Conservation Commission’s (FWC) *Gopher Tortoise Permitting Guidelines* (“GT Guidelines;” April 2008, rev. July 2023). The GT Guidelines require that a tortoise survey be conducted on foot along pre-determined transects that are spaced no more than 33-feet apart in open habitats.

The location of any documented tortoise burrows will be recorded using a hand-held GPS unit and will also be marked in the field with a wooden lathe and flagging tape. Note that FWC considers a gopher tortoise survey to be valid for a period of 90 days. If relocation activities cannot be initiated prior to the expiration of the survey, the survey will need to be repeated. FWC requires construction level development approval from local government before relocation activities can be initiated.

2. The initial comprehensive survey conducted for the gopher tortoise will also be comprehensive for the burrowing owl. The survey will include a 33-foot buffer around the project limits as required by FWC's *Species Conservation Measures and Permitting Guidelines, Florida Burrowing Owl (Athene cunicularia floridana)* ("BO Guidelines;" 2025). The location of any documented owl burrows will be recorded using a hand-held GPS unit and will also be marked in the field with a wooden lathe and flagging tape. A photograph of each documented owl burrow will be collected, as a photograph is required for permitting purposes.
3. Upon completion of the survey, M&A will prepare a map depicting the location(s) of any documented tortoise and/or owl burrows. A proposal will be provided for permitting and relocation if any burrows are documented.
4. The FWC's BO Guidelines require a survey to be conducted no more than 90 days prior to submission of a permit application, and a follow up survey at least 30 days after permit application submission.

**Cost: \$6,500.00\***

*\*If relocation for either species cannot commence within 90 days of conducting the survey, the survey will need to be repeated and Additional Services will apply.*

### **Task 2: Gopher Tortoise Permitting**

For budgeting purposes, it is assumed that no more than 10 gopher tortoise burrows will be documented within the project corridor. These fees will need to be adjusted if more than 10 burrows are documented during the survey.

1. M&A will prepare and submit a "10 or Fewer Burrows Permit" application to the FWC for relocation of documented tortoises. This task includes preparation of all required supporting documentation for the application, which includes a map series of the project site prepared using ArcGIS® software including a recent aerial, soils map, land use map and a map depicting the location of our survey transects and any documented gopher tortoise burrows. A report with the burrow location with lat/long coordinates is also required. This task also includes responding to any Requests for Additional Information (RAI's) issued by the FWC.

**Cost: \$2,500.00**

2. The FWC may conduct a site inspection prior to permit issuance. *If requested by FWC, M&A will accompany FWC staff on-site to review project conditions and tortoise burrow locations. This task will only be billed if the site inspection is requested by FWC.*

**Cost: \$750.00\***

*\*This task will only be billed if inspection is requested by FWC.*

3. **Mitigation Contribution Fee:** The FWC has a flat fee for the Mitigation Contribution required for a 10 or Fewer Burrows Permit. If a Conservation Permit is required, this cost will need to be adjusted accordingly.

**Cost: \$273.00 + 3% Fee\* = \$281.19**

*\*This FWC charges a 3% convenience fee for online payments.*

### **Task 3: Burrowing Owl Services**

The Florida burrowing owl was reclassified to a threatened species under rule (68A-27.003) on January 11, 2017. According to Rule 68A-27.001, incidental take is a take that is incidental to, and not the purpose of, carrying out an otherwise lawful activity. Activities that result in impacts to burrowing owls and their nest burrows require an Incidental Take Permit (ITP) from the FWC. The FWC typically issues permits only for excavation and filling of inactive burrows (i.e., burrows that do not contain eggs or flightless young). Please note that although the typical nesting season is from February 15 to July 10, nesting may occur year-round.

M&A conducted a survey of the site in 2021 and documented one (1) potentially occupied owl burrow within the project corridor. The tasks outlined below assume the presence of 1 owl cluster in or near the project corridor. These fees will need to be revised if additional owl clusters are identified during the survey.

#### **Task 3a: Updated Burrowing Owl Survey**

The FWC's BO Guidelines state that two surveys for burrowing owls should be conducted: "the first survey should be conducted no more than 90 days prior to submission of a permit application, and a follow-up survey should be conducted at least 30 days after permit application submission to account for the potential for owls to leave from or move within the project boundary.

1. M&A will conduct an updated comprehensive (100%) survey for burrowing owls within the project corridor. The timing of this survey will be coordinated with the Client and FWC to ensure that the survey is conducted appropriately. Because this survey is being conducted specifically for owls and not gopher tortoises, the survey can be conducted on 50-foot transects.

**Cost: \$4,000.00**

#### **Task 3b: Burrowing Owl Permitting**

1. M&A will compile the online application for the incidental take of 1 burrowing owl cluster. The application must include photos of each burrow to be affected by the development. The application also requires a map series, project-specific data including soils and land use information, and the lat/long coordinates for each burrow to be included in the permit.

2. As part of the permit application, the FWC requires a description of methods to be used to reduce or minimize take of the species and lessen the mitigation necessary to counterbalance take. It is assumed that any documented burrows within the cluster cannot be avoided. M&A will work with the Client to determine if any of the minimization methods can be employed to reduce the mitigation cost for this project.
3. M&A will create training material and signage that can be provided to the contractor and used as pre-construction training about burrowing owl protections to minimize take of the offsite burrowing owls. M&A will provide the Client with the training materials, and they will be responsible for the pre-construction training.
4. M&A will provide signage that can be used to notify the contractor that the burrows occur on the adjacent site. This posting of information during construction activities can minimize take by making project personnel aware of burrow locations. Posting of the signage will be the responsibility of the Client or contractor. After construction, posts and signage can be removed if it is no longer necessary to address disturbance issues.
5. It is anticipated that mitigation for impacts to the burrows, for this project, will be considered a Category 3 (Mitigation for project activities that result in significant habitat modification). The amount of the mitigation contribution is negotiated with the FWC on a case-by-case basis and minimization efforts will be taken into consideration when determining the amount of mitigation contribution.

M&A will coordinate with the Client to develop an appropriate mitigation plan to obtain the ITP.

6. The Client will coordinate with the property owner for authorization for M&A to obtain the ITP. This will include any burrows located outside the project area, which may be affected by the construction activities.

**Cost (permitting): \$5,000.00**  
**Cost (mitigation): \$1,900.00**

#### **Task 4: Project Coordination & Client Meetings**

1. If requested by Client, M&A will participate in meetings and/or conference calls. This task will be billed hourly as approved by Client.

**Cost: Hourly @ \$125.00 not to exceed \$1,000.00**

**PROPOSAL FOR GOPHER TORTOISE & BURROWING OWL SURVEY  
EMERALD ROAD EXTENSION (from SE 92<sup>nd</sup> Loop to Florida Northern RR)  
MARION COUNTY, FLORIDA**

**November 10, 2025**

**BILLING**

Any work not described in the Scope of Services will only be undertaken after being approved by the Client. Reimbursable expenses including overnight or courier delivery services, out of office reproductions, etc. will be billed to the Client at cost. Any work performed and billed on this project which remains unpaid after 60 days from initial billing shall be charged 1.5% interest per month. Any balance remaining unpaid after 90 days from the date of the initial billing shall be deemed in default with reasonable collection and attorney's fees due and payable.

**AUTHORIZATION TO PROCEED**

Accepted by:

N/A

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Signature

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Date

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Name (Please Print)

---

Title

Billing contact:

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Billing phone:

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Billing fax:

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Billing e-mail:

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EMERALD ROAD EXTENSION			
GT & BO Services			
Task	Quantity	Fee	Cost
<b>Scope of Services</b>			
GT & BO Survey	1	\$6,500.00	\$6,500.00
GT Permitting	1	\$2,500.00	\$2,500.00
Site Inspection with FWC	1	\$750.00	\$750.00
<b>Third Party Fees</b>			
FWC Mitigation Contribution Fee*	1	\$281.19	\$281.19
<b>Burrowing Owl Services</b>			
Updated BO Survey	1	\$4,000.00	\$4,000.00
BO Permitting	1	\$5,000.00	\$5,000.00
FWC BO Mitigation	1	\$1,900.00	\$1,900.00
Project Coordination & Meetings	8	\$125.00	\$1,000.00
<b>TOTAL EXPENSE</b>			<b>\$21,931.19</b>

\*Total cost of FWC Mitigation Contribution Fee adjusted to include FWC's 3% convenience fee for online payment.

## FIRST AMENDMENT TO THE AGREEMENT

In accordance with the Emerald Road Extension (SE 92 Loop to FL Northern RR) Agreement entered into on January 15, 2019, 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 **Davis Dinkins Engineering, P.A.**, whose address is 2201 SE 30th Avenue, Ocala, FL 34471; possessing FEIN **26-2634868**, (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 18Q-197, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. This Amendment, along with Exhibits A and B, renews the Agreement for eleven (11) months, effective upon Board approval and ending September 30, 2021 (the "Term").
3. The total cost for the Amendment will not exceed Five Hundred Eighty-Two Thousand, Eight Hundred Twenty-Seven dollars and Zero Cents (\$582,827.00).
4. This Amendment adds the following provisions to the Agreement:
  - **Governing Law, Venue, Waiver of Jury Trial, and 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's fees.
  - **Scrutinized Companies.** Scrutinized Companies Lists: If the Agreement exceeds \$1,000,000.00 in total, not including renewal years, the ENGINEER certifies they are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.473, F.S. and 215.4725, F.S. Pursuant to Sections 287.135(5), F.S. , and 287.135(3), F.S., the ENGINEER agrees COUNTY may immediately terminate the Agreement for cause if the ENGINEER is found to have submitted a false certification, or if the ENGINEER is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of this Agreement.
4. **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 ENGINEER to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits ENGINEER from entering into this Agreement unless it is in compliance therewith. Information provided by ENGINEER is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Agreement, ENGINEER has agreed to perform in accordance with the requirements of this subarticle and agrees:

- It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.

- COUNTY shall immediately terminate ENGINEER if COUNTY has a good faith belief that ENGINEER has knowingly violated Section 448.09(1), F.S., that is, that ENGINEER 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.
- If ENGINEER enters into a contract with a subcontractor, ENGINEER shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- ENGINEER shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
- ENGINEER shall immediately terminate the subcontractor if ENGINEER has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- If COUNTY has a good faith belief that ENGINEER's subcontractor has knowingly violated Section 448.09(1), F.S., but that ENGINEER has otherwise complied, COUNTY shall promptly order ENGINEER to terminate the subcontractor. ENGINEER agrees that upon such an order, ENGINEER shall immediately terminate the subcontractor. ENGINEER agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate ENGINEER.
- If COUNTY terminates this Agreement with ENGINEER, ENGINEER may not be awarded a public contract for a least one (1) year after the date of termination.
- ENGINEER is liable for any additional costs incurred by COUNTY as a result of a termination under this subarticle.
- Any such termination under this subarticle is not a breach of this Agreement and may not be considered as such.
- ENGINEER 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.
- To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

**5. Notices.** The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery.

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as [procurement@marioncountyfl.org](mailto:procurement@marioncountyfl.org). If 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: [davis@dinkinsengineering.com](mailto:davis@dinkinsengineering.com) and [stephanie@dinkinsengineering.com](mailto:stephanie@dinkinsengineering.com). Designation signifies FIRM's election to accept notices solely by e-mail.

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,  
CLERK OF COURT

11/17/2020

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

JEFF GOLD  
CHAIRMAN

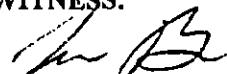
11/17/2020

DATE

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

 11-24-2020  
MATTHEW G. MINTER, DATE  
MARION COUNTY ATTORNEY

WITNESS:

  
SIGNATURE  
Tucker Branson  
PRINTED NAME

WITNESS:

  
SIGNATURE  
S.G. TORRES  
PRINTED NAME

BCC APPROVED:

November 17, 2020  
18Q-197-CA-01 Emerald Road Extension (SE 92 Loop to FL  
Northern RR)

DAVIS DINKINS ENGINEERING, P.A.

  
BY: DAVIS L. DINKINS  
PRINTED: PRESIDENT  
ITS: (TITLE)

11/18/2020  
DATE

## **EXHIBIT 'A'** **SCOPE OF WORK**

### **A. PURPOSE**

This Exhibit describes the agreement for scope of work to be provided by Davis Dinkins Engineering, P.A. (ENGINEER) and the Marion County Office of the County Engineer (COUNTY), in connection with the design and preparation of construction plans for the proposed "Emerald Road Extension", in Marion County. The ENGINEER was selected for this project in 2018 under a qualification-based selection process RFQ# 18Q-197.

Under a previous Agreement the ENGINEER completed a Preliminary Engineering Report (PER), and conceptual plans for the proposed Emerald Road Extension, from SE 92<sup>nd</sup> Loop to the Florida Northern Railroad, and beyond to SE Maricamp Road. The PER and typical section have been adopted by the Marion County Board of County Commissioners (BOCC).

Under this agreement the ENGINEER will perform or cause to be performed the survey work, environmental assessments, preparation of construction plans, and submittal of certain permits for the new roadway.

This Agreement does not include additional Public Involvement tasks, these were provided in prior agreement during the PER process.

This Agreement does not include support services for right of way acquisition through the eminent domain process, nor work that may be needed to acquire right of way through cooperative negotiation. Nor does this Agreement include any post-design services that would be provided prior to or during construction. Support and post-design services will be provided under a separate Agreement or an amendment to this agreement.

During the design stage, it will be necessary for the ENGINEER and consultants to have access to the corridor for site and environmental evaluations, surveying, etc. The COUNTY will coordinate and secure all necessary permissions, agreements, etc. needed to allow access as needed.

### **B. SCOPE OF WORK**

The ENGINEER will prepare the final design and construction plans. This scope of work is based on an eighteen (18) month contract period following Notice to Proceed by the COUNTY and includes the following:

#### **1. PROJECT ADMINISTRATION**

- A. Project Setup and Kick-off Meeting(s)**
- B. Utility Coordination Kick-off Meeting with City and County stakeholders**
- C. Preparation of a Project Schedule**

Project #18Q-197  
Emerald Road Extension  
October 27, 2020

- D. Progress Meetings (12 Included)
- E. Progress Reports to accompany invoices
- F. Miscellaneous Meetings (up to two (2) general meetings with County, stakeholders, landowners, etc., but does not include advertised public meetings).

## 2. ENVIRONMENTAL ANALYSIS AND PERMITTING

ENGINEER intends to engage Modica & Associates as a consultant, to conduct a detailed ecological assessment of the project corridor. The assessment will include the following tasks:

- A. Site observation for hydrologic and natural features including FLUCFCS mapping.
- B. Wetland Impact Analysis – if any are present
- C. Biological Assessment Data (documentation of listed flora, wildlife, or habitat)
- D. Wildlife and Habitat Impact Analysis
- E. Archaeological, Historical & Cultural Features Assessment (this does not include historic or archaeological surveys).
- F. Preliminary Contamination Assessment
- G. USFWS Technical Assistance (Initiate with USFWS to request concurrence of exemption from formal survey requirements for cover board survey – should a full survey be required it will be considered an additional service.)
- H. Attendance at two additional miscellaneous meetings
- I. A 25% Gopher Tortoise Survey will be conducted

Please note permitting and other services required and associated with relocation of gopher tortoises, or other listed species, are not included and these services will be provided by others during construction phase.

## 3. SURVEYING

ENGINEER intends to engage R.M. Barrineau & Associates, to perform the needed surveying for design and preparation of the construction plans. The surveying will meet the standard of practice as set forth in the Florida Administrative Code and be provided in NAVD 88 datum. Surveying will include the following tasks:

- A. Benchmarks will be set approximately on 1,000-foot intervals
- B. Cross sections will be provided in intervals needed for design, and generally spaced at 100- foot intervals.

- C. Location of improvements, utilities, and trees (10" and larger) along the project corridor
- D. Survey along the existing SE 92<sup>nd</sup> Loop alignment for 1,000 feet
- E. Survey 300' along SE Maricamp Road either side of emerald intersection
- F. Survey 1,500' along existing Emerald alignment where realignment is proposed
- G. Survey 200' along minor legs of intersections not otherwise described above
- H. Survey six (6) Drainage Retention Area locations per the PER

After design services are finalized, the following supportive survey services will be provided to assist the County in acquisition of needed right-of-way:

- A. Sketches of Descriptions completed in recordable format for fourteen (14) parcels.
- B. Boundary and improvement surveys, in recordable format provided for three (3) parcels.
- C. Preparation of a final Right-Of-Way map in recordable format.

#### **4. GEOTECHNICAL ENGINEERING COORDINATION**

ENGINEER will provide the scope of services for geotechnical investigation related to design phase to the COUNTY for procurement of services. ENGINEER review and evaluate results of geotechnical report and provide an additional scope for further coordination of additional geotechnical services (if required). All required geotechnical services will be provided and paid for by the COUNTY under separate agreement with the COUNTY.

#### **5. ROADWAY DESIGN AND CONSTRUCTION PLANS**

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

- A. Cover and index sheets, including a Summary of Pay Items
- B. Typical Section(s)
- C. Project Layout and Control Sheets
- D. Roadway Plan/Profile Sheets
- E. Drainage Retention Area Layout Sheets
- F. Signing and Pavement Markings

1. ENGINEER intends to engage CHW as a consultant to provide the needed signal design for a new traffic signal at the intersection of SE 92<sup>nd</sup> Loop and the new Emerald Road Extension.
  - 1a. It is anticipated that soil properties will be compliant for utilization of Florida Department of Transportation (F.D.O.T) pre-designed foundations, and base plates for the signalization. No additional structural analysis is included with this scope.
2. As part of the signalization plans, turning movement counts will be performed and a Signal Timing and Coordination Report will be prepared to provide optimized coordinated traffic signal timings at the intersections:
  - a. SE 92<sup>nd</sup> Loop and SE 58<sup>th</sup> Avenue
  - b. SE 92<sup>nd</sup> Loop at SE 110<sup>th</sup> Road
  - c. SE 92<sup>nd</sup> Loop at CR 25

#### G. Cattle and Small Equipment Underpass Plan Sheets

1. As part of the roadway plans and as requested by the COUNTY, the ENGINEER intends to engage CONTECH to provide engineered calculations and details for a MULTI\_PLATE PIPE-ARCH solution. It is understood these plans will only be applicable for a maximum solution of a 19'-11" span x 12'-10" rise pipe arch. Changes to the size, shape, or type of solution may cause additional work and require a scope amendment.
2. It is further noted, and agreed by the COUNTY, that these drawings will be provided by the product supplier, and as such are brand specific. Alternates accepted during the bid and/or construction will need to be accompanied by engineered drawings.
3. Inclusion of Contech's ancillary design services for the product are supportive of other aspects of the roadway design. It is acknowledged and agreed by the COUNTY, that ENGINEER has no financial interest in the production or use of Contech's product. Alternate(s) that meet the design criteria for the project, and are acceptable to the COUNTY, will be considered for approval subject to accompanying engineered drawings being provided.

#### H. Cross Sections at 100-foot intervals (typically)

#### I. Miscellaneous Details

### 6. UTILITY STAKEHOLDER COORDINATION

The ENGINEER will engage with the major utility stakeholders to coordinate underpass location, fencing revisions, and to maintain suitable access. A total of up to four (4) meetings are included. The ENGINEER may retain DNM Engineering and Associates, Inc. as a consultant for assistance with potential mitigation strategies for the required impacts. The utility companies include:

- A. The City of Ocala
- B. Marion County Utilities
- C. Duke Energy – Transmission Easement Encroachment

## 7. PERMITTING

The ENGINEER will perform the necessary drainage analysis and prepare the plans and calculations for submittal to the St. John's River Water Management District (SJRWMD) for Environmental Resource Permitting (ERP). Response to Request for Additional Information (RAI) will be provided to address agency comments.

The ENGINEER will coordinate with Florida Northern Railroad for required crossing upgrades. COUNTY will be available for assisting in coordination as needed.

The Engineer will prepare plans and calculations packages (as appropriate) for submittal and review by the Marion County Office of the County Engineer (OCE) at the following milestones:

- A. 30% Roadway “Roll-Plan” submittal including linework, typical sections, and areas of special interest for review meeting and discussion purposes.
- B. 60% Roadway Plans & Preliminary Drainage Calculations
- C. 90% Roadway Plans, Calculations, Estimated Quantities, and Opinion of Probable Construction Costs
- D. 100% Roadway Plans, Calculations, Estimated Quantities, and Opinion of Probable Construction Costs

The OCE will provide written comments from all reviewers in a single document to the Engineer. Following submittal and approval of the 100% Roadway Plans, OCE will provide written approval of the same.

The COUNTY agrees and acknowledges that the ENGINEER has no control over construction costs, market conditions, or competitive bidding process. Opinions of construction costs provided are based on the information known at the time and represent only the Engineer's familiarity of the construction industry. The Engineering does not in any way guarantee that proposals, bids, or actual construction costs will not vary from its opinion(s).

## 8. TRAFFIC CONTROL CONCEPTUAL PLANS

The ENGINEER may prepare conceptual traffic control plans, notes, and details, that generally convey options for potential phasing of the construction. ENGINEER will assist COUNTY with special provisions to include in the contract that will detail it will be the contractor's responsibility to prepare the complete traffic control, and/or maintenance of traffic plan for review and approval by the COUNTY.

## **9. BID ASSISTANCE**

The ENGINEER will provide electronic versions of the plans in PDF format to the COUNTY for bid assistance and prepare the list of anticipated pay items with corresponding estimated quantities for the COUNTY's use. The Engineer will assist the County with preparation of applicable special provisions. The COUNTY will prepare the bid documents, post the bid information, and administer the bid process.

ENGINEER acknowledges that the working CAD files are often requested for assistance in the bid and/or construction process. COUNTY acknowledges that any electronic files, if provided, are merely as a convenience and they do not replace or supplement the paper copies of any drawings. Furthermore, that the ENGINEER has no involvement in the use or interpretation of the electronic files after they leave the office. The COUNTY will assist in obtaining waiver of claims or liability for the benefit of the ENGINEER for issues that may arise out of use or interpretation of the electronic files.

Furthermore, the ENGINEER will provide the following:

- A. Assistance to the COUNTY preparing bid addenda to be issued by the COUNTY procurement services department.
- B. Attendance and participation in the pre-bid conference.
- C. Attendance at the bid opening if requested by COUNTY. COUNTY will prepare the bid tabulation.

## **10. GOVERNING REGULATIONS**

The services performed by the ENGINEER will be in compliance with applicable COUNTY and FDOT Standards Guidelines to the best of the ENGINEERS knowledge and belief.

## **11. SUBMITTALS**

The ENGINEER will provide the COUNTY up to two (2) copies, and one (1) electronic copy of each of the deliverables in the above scope of services.

## **C. SERVICES NOT INCLUDED IN THE SCOPE OF WORK**

It is agreed by the County that the following work is not included in this scope. ENGINEER may provide these services by separate agreement or contract amendment:

- A. Post Design or Construction Phase Services
- B. Signalization Foundation Analysis or Design
- C. Roadway / Pedestrian Lighting
- D. Public Meetings / Presentations

- E. Landscape Plans
- F. Eminent Domain Assistance Services
- G. Expert Witness Services
- H. Any other service not expressly included in the above scope

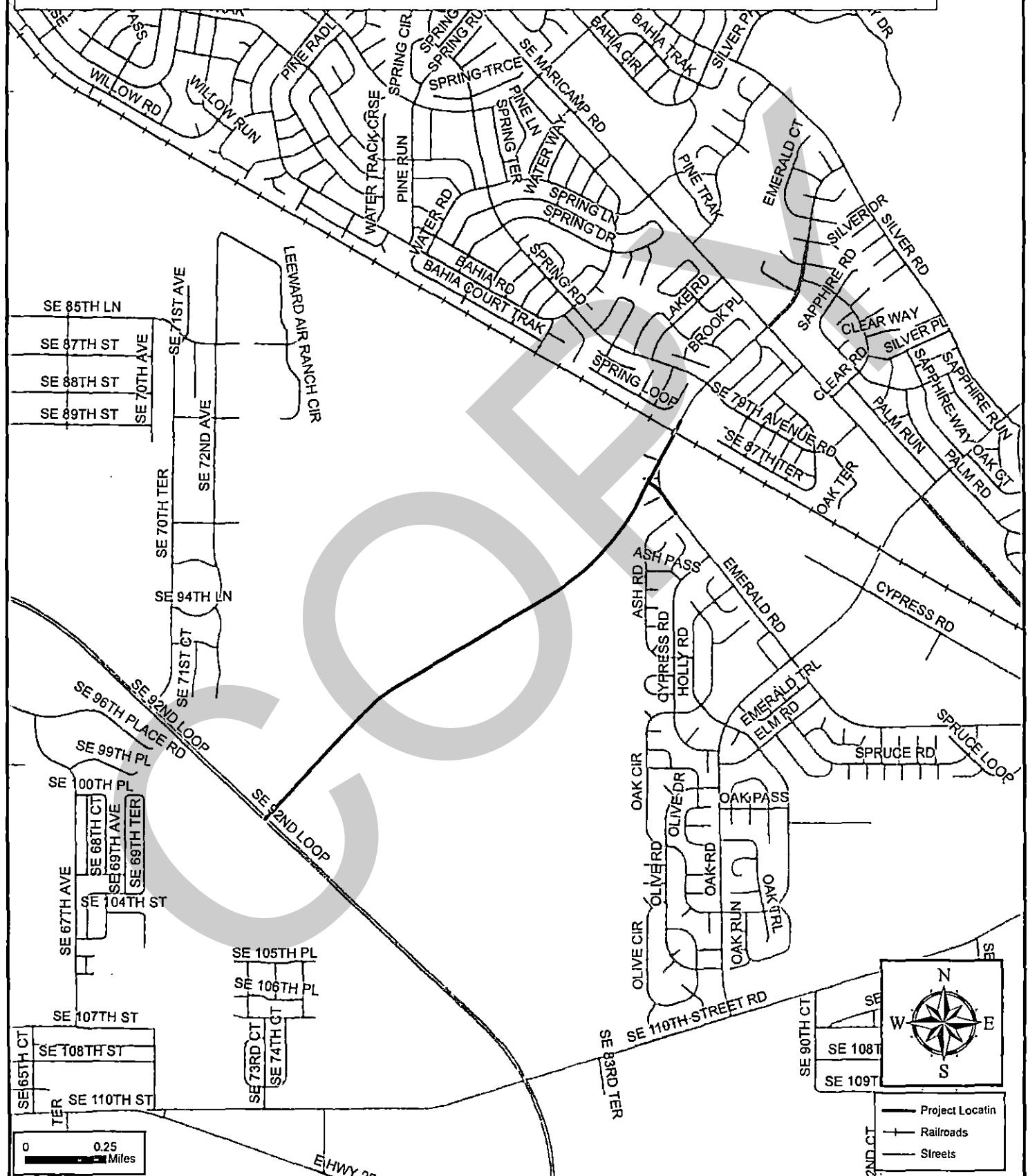
#### **D. FUTURE SERVICES**

Based on the advertisement and selection for RFQ# 18Q-197, the COUNTY will negotiate a mutually agreeable contract amendment with the ENGINEER for the right-of-way acquisition support services, and post-design services.

The fee for these services will be negotiated considering the scope and complexity of the project(s), and upon successful and agreeable negotiations, a contract amendment adding the additional services will be executed at the appropriate time.

**EXHIBIT 'B'**  
**18Q-197: Emerald Road Extension**  
**DESIGN SERVICES - TIME ALLOCATION**  
**Revised October 27, 2020**

# Emerald Rd Extension (From SE 92nd Loop to Florida Northern Railroad Crossing)



## 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 25<sup>th</sup> Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Davis Dinkins Engineering, P.A.**, located at 2201 SE 30th Avenue, Ocala, FL 34471, possessing FEIN# 26-2634868 (hereinafter referred to as "FIRM") under seal for the Emerald Road Extension (SE 92nd Loop to Florida Northern RR), (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 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 #18Q-197 - Emerald Road Extension (SE 92nd Loop to Florida Northern RR), the Offer, Scope and/or Specifications, Plans and/or Drawings, any/all Addenda as issued in support of this Solicitation and any/all Exhibits defined herein, Certificates of Insurance and Notice to Proceed or Purchase Order.**

**Section 3 – Entire Agreement.** The Contract Documents form the agreement between Parties for the Project and the 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 final completion within 545 calendar days ("Term"). **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence. Pursuant to F.S. 486.129 (1)(J); the Work may be presumed abandoned after ninety (90) days if 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 18Q-197, FIRM shall provide complete Professional Services as stated in the Solicitation and shall additionally adhere by the duties attached in **Exhibit A, Scope of Work**, all services referred to herein as "Work." The Work shall particularly comply with the original RFQ that is part of the Contract Documents.

**Section 6 – Compensation.** COUNTY shall make payment of \$211,255.00, (the "Agreement Price"), to FIRM under established procedure. There shall be no provisions for pricing adjustments during the Term. Not more frequently than monthly, unless otherwise agreed in writing by FIRM and COUNTY, shall FIRM submit an invoice to COUNTY requesting payment for services properly rendered and reimbursement for Reimbursable Expenses, if provided in the Contract Documents, due hereunder. FIRM's invoice shall describe with reasonable particularity each service rendered, the person(s) rendering the service, and their billing rate. FIRM's invoice shall be accompanied by reasonable documentation or data in support of Reimbursable Expenses for which reimbursement is sought as COUNTY may require. If payment is requested for services by FIRM, the invoice shall bear the signature of FIRM, which signature shall constitute FIRM's representation to COUNTY that the services indicated in the invoice have been properly and timely performed as required herein, that the Reimbursable Expenses included in the invoice have

been reasonably incurred, that all the obligations of FIRM covered by prior invoices have been paid in full, and that, to the best of FIRM's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to FIRM that payment of any portion thereof should be withheld. Submission of FIRM's invoice for final payment and reimbursements shall further constitute FIRM's representation to COUNTY that, upon receipt from COUNTY of the amount invoiced, all obligations of FIRM to others, including its consultants, incurred in connection with the Project, will be paid in full forthwith. When applicable, the Classification and Hourly Fee Schedule, are hereby incorporated into this Agreement as **Exhibit B**.

**Section 7 – Assignment.** 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 25<sup>th</sup> Ave, Ocala, FL 34471**

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

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

**B. 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.**

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

**Section 13 – Insurance.** As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. 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 B+. All policies must show the "Marion County, a political subdivision of the State of Florida" as an Additional Insured except for the workers compensation and professional liability policies. The COUNTY's Procurement Services Director should be shown as the Certificate Holder, and the Certificate should provide for 30-day cancellation notice to the Procurement Director's address, set forth herein, with policies for the following:

- **Business Auto Liability** with combined single limits of not less than \$1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, hired and non-owned automobiles.
- **Worker's Compensation** with statutory limits and employers liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee and \$1,000,000 policy limit for disease.
- **General Liability** with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The policy must be maintained by FIRM for the duration of the Project. If the policy is written on a claims-made basis, FIRM must maintain the policy a minimum of 5 years following completion of the Project. "Marion County, a political subdivision of the State of Florida" must be shown as additional insured.
- **Professional Liability** with limits of not less than \$1,000,000 per occurrence and \$2,000,000.00 annual aggregate. Higher limits may be required for projects valued in excess of \$5,000,000. Projects \$5,000,000 or more will need to be reviewed by COUNTY's Risk and Benefit Services Department to determine appropriate Professional Liability limits. The policy must be maintained by 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 prior to final inspection and acceptance, FIRM shall replace the same 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.** 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 the award of this Agreement. By previously signing the ITB Acknowledgment and Addenda Certification Form and this Agreement, FIRM has agreed to perform in accordance with these requirements and agrees:

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

**Section 20 – Force Majeure.** Neither 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 Lists.** If this Agreement exceeds \$1,000,000.00 in total, not including renewal years, the FIRM certifies it is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.473, F.S. and 215.4725, F.S. Pursuant to Sections 287.135(5), F.S., and 287.135(3), F.S., the FIRM agrees COUNTY may immediately terminate this Agreement for cause if the FIRM is found to have submitted a false certification, or if the FIRM is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of this Agreement.

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

**Section 25 - 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 - 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 27 - 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 28 - 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 29 - 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 30 – 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.
- **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.

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

**FIRM:** Davis Dinkins Engineering, P.A.  
2201 SE 30th Avenue, Ocala, FL 34471  
**CONTACT PERSON:** Davis L. Dinkins, P.E. | Phone: 352-854-5961

**COUNTY:** Marion County Office of the County Engineer  
c/o Marion County, a political subdivision of the State of Florida  
601 SE 25<sup>th</sup> Ave, Ocala, FL 34471

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

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

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as [procurement@marioncountyfl.org](mailto:procurement@marioncountyfl.org). If 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:

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

**Section 32 – Law, Venue, Waiver of Jury Trial, Attorney's Fees.** This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees.

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

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

ATTEST:

DAVID R. ELLSPERMANN, DATE  
CLERK OF COURT

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

1-24-19  
MATTHEW G. MINTER, DATE  
MARION COUNTY ATTORNEY

WITNESS:

SIGNATURE  
D. G. Torres  
PRINTED NAME

WITNESS:

SIGNATURE  
SETH D. UPTHAROVG  
PRINTED NAME

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

MICHELLE STONE, DATE  
CHAIRMAN

BCC APPROVED:

January 15, 2019  
18Q-197 | Emerald Road Extension (SE 92nd Loop  
to Florida Northern RR)

DAVIS DINKINS ENGINEERING, P.A.

1-18-2019  
BY: DAVIS L. DINKINS, DATE

PRINTED:  
PRESIDENT  
ITS: (TITLE)

1-22-2019  
EMAIL NOTICES ACCEPTED  DECLINED   
By initialing an option above, agent elects to accept  
or decline all notices by Owner solely via email.

**EXHIBIT 'A'**  
**SCOPE OF WORK**

*Revised November 28, 2018*

**A. PURPOSE**

This Exhibit describes the agreement for scope of work to be provided by Davis Dinkins Engineering, P.A. (ENGINEER) and the Marion County Office of the County Engineer (COUNTY), in connection with the preparation of a Preliminary Engineering Report (PER), and conceptual plans for the proposed Emerald Road Extension, from SE 92nd Loop to the Florida Northern Railroad, including the analysis, review, and recommendations up to and including the existing Emerald Road and 464 intersection (PROJECT).

The ENGINEER will provide a PER for the PROJECT in accordance with Marion County Land Development Code (LDC) standards, and other applicable local and state agency requirements. In summary, the +/- 2.7-mile corridor will have a planned right-of-way of 100' and will include two (2), 12'-wide travel lanes, shoulders on each side of the roadway, and 5'-wide sidewalk(s) on one or both sides of the roadway. The proposed design speed is anticipated to be 45 to 50 m.p.h. Additionally, an assessment of a potential 12'-wide multi-modal path on one side of the roadway will be performed.

The PER will include alternate alignments along with the recommended alignment and section. The PER will be presented for approval by Marion County Board of County Commission.

Based on the advertisement and selection for RFQ 18Q-197, the COUNTY intends to execute mutually agreeable contract amendment with the ENGINEER for the surveying, roadway design, permitting, right-of-way support services, and post-design services consistent with the preferred alignment identified in the PER.

During the development of the PER, it will be necessary for the ENGINEER and consultants to have access to the corridor for site and environmental evaluations, surveying, etc. The COUNTY will coordinate and secure all necessary permissions, agreements, etc. needed to allow access as needed.

**B. SCOPE OF WORK**

The ENGINEER will prepare the PER. This work effort includes public involvement, Environmental and engineering analysis, and conceptual plans. This scope of work is based on a ten (10) month contract period following Notice to Proceed by the COUNTY and includes the following:

**1. PROJECT ADMINISTRATION**

- A. *Project Setup and Kick-off Meeting*
- B. *Preparation of a Project Schedule*
- C. *Monthly Progress Meetings (10 Included)*
- D. *Progress Reports to accompany invoices*

## 2. PUBLIC INVOLVEMENT

- A. *Stakeholder Meetings:* Up to three (3) meetings with a list of stakeholders that will be reviewed and approved by the COUNTY.
- B. *Neighborhood Meeting:* Attendance at one (1) public neighborhood meeting once alignment alternatives have been developed. Engineer will provide:
  1. Presentation and materials (such as handouts), COUNTY will provide A/V equipment, and pay all costs for meeting venue rental, insurance, and any other expense associated with venue or location.
  2. Advertisement and meeting notification letters (COUNTY will pay the cost of publishing and postage).
  3. Meeting summary/notes, and follow-up consultation with COUNTY.
- C. *Miscellaneous Meetings:* the ENGINEER will attend up to three (3) formal meetings with the COUNTY and/or the BOCC to provide project updates as outlined below.
  1. One (1) Utility agency kick-off meeting.
  2. Two (2) BOCC workshop meetings to provide a presentation of alignment alternatives and progress of the PER.
  3. BOCC Meeting to provide a presentation of the final recommendations within the PER for BOCC consideration and approval.

## 3. ENVIRONMENTAL ANALYSIS AND REPORTING

ENGINEER intends to engage Modica & Associates as a consultant, to assist with the following environmental services:

- A. PRELIMINARY ECOLOGICAL ASSESSMENT - This evaluation will include site visit and designation of land uses, vegetative communities, preliminary wildlife surveys, and assessment of various natural and physical features of two potential alignments. More specifically:
  1. Hydrologic and Natural Features
  2. Wetland Impact Analysis if identified during the preliminary site inspection.
  3. Biological Assessment Data
  4. Wildlife and Habitat Impact Analysis - evaluate the impact of the project on protected wildlife and their habitats, as applicable. This task includes a preliminary survey for two (2) potential alignments for gopher tortoises. This task also includes a preliminary evaluation of the potential alignments for the potential for the presence of Florida scrub-jays, sand skinks, burrowing owls, status of all gopher tortoise burrows, and other protected species of wildlife.

Species-specific, comprehensive surveys for wildlife are addressed under a separate task and will be applicable for the final chosen alignment.

5. Archaeological, Historical & Cultural Features Assessment - review of the State Master File and other pertinent sources to identify recorded historical and archaeological sites within the study area. A request will be submitted to the Division of Historical Resources (OHR) State Historic Preservation Officer (SHPO) to determine whether an archaeological survey will be required for the project (does not include historic or archaeological surveys).
- C. ECOLOGICAL ASSESSMENT REPORT - Based on data collected as part of the preliminary ecological assessment, an Ecological Assessment Report that summarizes anticipated environmentally-related permitting needs for the two potential roadway alignment corridors.
- D. PRELIMINARY CONTAMINATION ASSESSMENT - a Preliminary Contamination Assessment of the project corridor. This assessment will not be conducted in strict adherence to the current ASTM standard (ASTM 1527-05) practice or the All Appropriate Inquiry (AAI) rule, as it is our understanding that a less comprehensive level of investigation will suffice. The following efforts are included:
  1. Site observation of the project area and any structure(s) located thereon.
  2. Review of environmental records, as provided by Environmental Data Resources (EDR) in the form of a Radius Report.
  3. Review of historic aerial imagery, in an effort to identify past uses of properties located within the project footprint.

4. ENGINEERING ANALYSIS AND REPORTING

A. Design Traffic Analysis

ENGINEER intends to engage CHW as a sub-consultant, to assist with the following transportation engineering and traffic analysis services:

Perform a design traffic analysis to evaluate the purpose and need of the project. The analysis will review the expected traffic volumes of various alignment configurations to assist with the determination of the roadway alignment and intersection siting. The analysis will recommend appropriate intersection control type, lane configurations, and lane lengths for the intersections at the beginning and end of the projects and review the intersection of Emerald Road at Maricamp Road for needed improvements. Additionally, the analysis will provide the Equivalent Standard Axle Load (ESAL) needed for pavement design.

- I. Data Collection: Obtain existing traffic data from the County and FOOT. Collect AM and PM peak hour turning movement counts at the following intersections:
  - a. SE 92nd Loop at SE 58th Avenue
  - b. SE 92nd Loop at SE 110th Street Road

- c. SE 92nd Loop at CR 25
  - d. SE 110th Street Road at Oak Road
  - e. Emerald Road at SE 79th Avenue Road
  - f. Emerald Road at SE Maricamp Road
  - g. One additional turning movement count (if needed at location T.B.D.).
- 2. Traffic Forecasting: 2040 design year and interim year forecasted Average Daily Traffic (ADT) developed from the Central Florida Regional Planning Model (CFRPM) provided by the Ocala/Marion Transportation Organization. Methods provided in the FOOT Project Traffic Forecasting Handbook will be used to derive the ADT during the opening year 2022 and the AM and PM peak hour volumes during the opening year 2022 and design year 2040. The turning movement counts will be used to establish the trip distribution during the AM and PM peak hours during the opening and year.
- 3. Traffic Analysis: If a signal warrant is anticipated at the design year (2040), then an estimation of when it may be warranted will be provided.
  - a. Signal warrant analyses will be performed at the following intersections:
    - i. Emerald Road Extension and SE 92nd Loop
    - ii. Emerald Road Extension and the existing Emerald Road
    - iii. One additional location (if required at location T.B.D.).
  - b. Benefit to cost analyses will compare delay cost, crash cost, capital cost and maintenance cost of to determine suitable intersection control type. Benefit to cost analyses will be performed at the following intersections:
    - i. Emerald Road Extension and SE 92nd Loop
    - ii. Emerald Road Extension and the existing Emerald Road
  - c. Intersection delay and queue lengths will be analyzed to determine appropriate lane configuration and turn lane lengths at the following intersections:
    - i. Emerald Road Extension and SE 92nd Loop
    - ii. Emerald Road Extension and the existing Emerald Road
    - iii. Existing Emerald Road at Maricamp Road
- 4. The study will provide the following roadway segment analyses:
  - a. A traffic volume comparison of the various roadway alignments will be performed. Count data will be reviewed along with origins and destinations to estimate the traffic volumes that will use the different Emerald Road Extension alignments to help determine the most suitable alignment and intersecting locations.

- b. A roadway segment analysis will be performed for Emerald Road Extension to ensure that the road has sufficient capacity throughout the design year.
- 5. Pavement Design: The traffic study will derive the design ESAL based on the forecasted ADT and local truck percentages derived from the turning movements.
- 6. Design Traffic Report: Results and recommendations will be included as an appendix of the PER.

#### B. Drainage Analysis

The ENGINEER will perform preliminary drainage analysis to determine preliminary size(s) and locations of required storm water treatment facilities for the final two (2) alignments under review. Potential location(s) for each sub-basin will be identified using available topographic maps, property maps, and visual examination of candidate sites.

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

The ENGINEER will attend one pre-application meeting with the St. Johns River Water Management District (SJRWMD) to discuss the project.

#### C. Preparation of Scope for Geotechnical Evaluation

ENGINEER will provide location maps and general scope of services for COUNTY to use in retaining geotechnical evaluation of two (2) alignments prior to preparation of Pond Siting Report for the Project.

#### D. Utility Coordination

The ENGINEER will coordinate with affected utility companies during development of the alignments in order to identify potential utility conflicts.

ENGINEER will attend two (2) coordination meetings during conceptual alignment development with the City of Ocala, and Marion County Utilities to provide opportunity for input on preliminary alignment alternatives, and potential impact(s) to existing and future effluent disposal areas.

The ENGINEER will provide the concept plans for the recommended alignment to utility providers within the corridor for markups of their existing utilities, planned utilities, and potential impacts. The COUNTY will provide a list, with contact information for 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 utility impacts to existing and proposed utilities within the PER.

## 5. CONCEPT PLANS

- A. Right-of Way Records Research - ENGINEER will obtain information from the Marion County Property Appraiser's Office regarding parcel ownership within the project area.
- B. Surveying -After establishment of recommended alignment and intersection types/locations, R.M. Barrineau & Associates consultant to ENGINEER, will be retained to provide the following limited surveying services for the following portions of the recommended alignment:
  - 1. Intersection of Emerald Road (proposed) and SE 92N° Loop (existing)
  - 2. Intersection of Emerald Road (proposed) and Emerald Road (existing), the surveying is limited to above ground visible utilities, and to 1000 feet of existing roadway.
- Only the above limited intersection surveying will be performed. Full alignment survey will be done in future phase.
- C. The existing SE 92nd Loop and Emerald Roadways will be reviewed in the field to evaluate the alignment and grading constraints, and connection opportunities.
- D. Up to two (2) typical sections for the project will be developed, and the design criteria to be used in developing conceptual plans will be documented. 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 prior to developing an opinion of cost for the remaining two alignment alternatives.
- E. The access management recommendations for the project per applicable COUNTY and State standards will be provided.
- F. Initially up to three (3) different alignment alternatives will be developed, based on review with utility stakeholders and COUNTY. The alternatives will be narrowed to two (2) prior to final BOCC workshop. At final BOCC workshop, the recommended alignment will be presented for questions and approval of the same. The recommended alignment will be used for development of the stationed conceptual plans, depicting horizontal geometry.
- G. For presentations purposes, a combination of CAD and GIS mapping compiled from sources of readily available information will be prepared for the alignment alternatives. The map information will be utilized for public involvement meetings and alternative analysis, and the PER.
- H. After establishment of the recommended alignment, 11"x17" conceptual plans of the recommended alignment will be prepared. The conceptual plans will graphically depict conceptual horizontal geometry for the recommended alignment.

1. After approval of the conceptual plans and typical section(s) depicting the remaining two (2) horizontal alignments, planning level preliminary Opinion of Probable Cost will be prepared.

## 6. PRELIMINARY ENGINEERING REPORT

To document the efforts and tasks performed in arriving at the recommended alignment alternative, the ENGINEER will prepare a PER. The PER will document the work done, and the development of the Conceptual Plans. The PER will be prepared in 11" X 17" format and will include:

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

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.

## 7. GOVERNING REGULATIONS

The services performed by the ENGINEER will be in compliance with applicable COUNTY and FOOT Standards Guidelines to the best of the ENGINEERS knowledge and belief.

## 8. SUBMITTALS - The ENGINEER will provide the COUNTY up to two (2) copies, and one (1) electronic copy of:

- A. Design Traffic Report
- B. Pond Siting Technical Memorandum
- C. Preliminary Natural Resources Assessment Technical Memorandum
- D. Conceptual Plans for Recommended Alignment Alternative (11" X 17")
- E. Draft PER and Appendices
- F. Final Signed and sealed PER and Appendices

## 9. FUTURE DESIGN SERVICES

Based on the advertisement and selection for RFQ 18Q-197, the COUNTY will negotiate a mutually agreeable contract amendment with the ENGINEER for the surveying, roadway design, permitting, right-of-way support services, and post-design services consistent with the preferred alignment identified in the PER.

The fee for these services will be negotiated considering the scope and complexity of the project(s), and upon successful and agreeable negotiations, a contract amendment adding the additional services will be executed at the appropriate time.

**EXHIBIT 'B'**  
**18Q-197: Emerald Road Extension**  
**PRELIMINARY ENGINEERING REPORT - TIME ALLOCATION**  
**November 5, 2018**  
**Revised November 28, 2018**

	Principal Engineer \$175	Project Manager (Registered) \$143	Staff Engineer \$95	Staff Scientist \$75	CADD Designer \$75	CADD Technician \$74	GIS Technician \$75	Project Surveyor & Mapper \$121	2-man Survey Field Crew \$103	Clerical \$55	Subconsultants Fees \$	Engineer Fees \$	Total Anticipated \$			
<b>SCOPE OF WORK</b>																
1. Project Administration	30	10	10	10	10	10	10	10	10	10	5	57,310	57,210			
2. Public Involvement	33	18	18	12	12	12	16	16	16	16	63	312,863	312,345			
3. Environmental Analysis Reporting	4	6	6	106	106	106	106	106	106	106	30	52,495	54,320	513,015		
4. Engineering Analysis & Reporting	76	212	119	30	30	30	78	78	78	78	172	541,777	531,670	573,447		
A. Design Traffic Analysis	20	142	50	30	30	30	40	40	40	40	40	52,242	54,900	534,142		
B. Drainage Analysis	28	40	28	30	30	30	40	40	40	40	44	50	517,490	517,490		
C. Preparation of Scope of Services for Geotechnical Evaluation	8	8	8	8	8	8	8	8	8	8	4	52,140	52,140	52,140		
D. Utility Coordination	20	30	69	20	20	20	30	30	30	30	44	512,535	57,140	519,675		
5. Concept Plans	120	112	112	264	22	151	10	52	234	234	52,275	273,800	514,148			
6. Preliminary Engineering Report	20	60	60	60	60	60	60	60	60	60	60	20,550	20,550	20,550		
<b>Total Anticipated Hours</b>				297	406	119	106	366	42	323	107	51	550	534,550	512,705	511,255

**NOTES:**

- 1) The above time allocation includes applicable sub-consultants.
- 2) Total fees on Line 3 include a lump sum of \$545 for the Radius Report in addition to hourly allocation.
- 3)\*\* Total fees on Line 4 include a lump sum of \$3,902 for Data Collection (7 Turning Movement Counts) in addition to hourly allocation.