

TASK ORDER TO THE AGREEMENT

In accordance with the Civil/Site Engineering Agreement, approved by the Board of County Commissioners on June 6, 2023 (the "Agreement") for work within the scope of Solicitation 23Q-087-TO-39 SW 90th St., New 2 Lane Rd. - TIP075875, this Task Order to the Agreement (this "Amendment") is made and entered into between Tillman and Associates Engineering, LLC whose address 1720 S.E. 16th Ave. Bldg. 100, Ocala, FL 34471, and possessing FEIN# 20-3832004 ("CONTRACTOR") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471 ("COUNTY").

WITNESSETH

WHEREAS the parties wish to amend the Agreement as set forth below; and;

IN CONSIDERATION of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

1. This Amendment shall be deemed to amend and become a part of the Agreement in accordance with the original Solicitation and Agreement for Civil/Site Engineering under 23Q-087.

2. CONTRACTOR's services and performance will be in accordance with the Scope of Work and Fee Schedule, Exhibit A hereto. The total cost for the Project will not exceed Four Hundred Eighty-Nine Thousand, Two Hundred and Three Dollars (\$489,203.00). The Project shall reach Final Completion within 9 months. All Work shall proceed in a timely manner without delays. **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence of this Contractor. The Work may be presumed abandoned after ninety (90) days if CONTRACTOR 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.

3. **Attorney's Fees:** If a civil action or other legal proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of the Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorney's fees shall include, without limitation, a reasonable attorneys' fees for litigating the issue of the amount of fees to be awarded, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges that would be reasonably billed by the attorney to the prevailing party. Such award is limited to only those instances involving a legal proceeding, not a collection effort.

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# *Tillman & Associates*

ENGINEERING, LLC.

SW 90<sup>th</sup> Street Extension

Civil Engineering & Sub Consultant Services

Approx 0.8 miles

Marion County, Florida

Marion County Board of  
County Commissioners

601 SE 25<sup>th</sup> Avenue

Ocala, Florida 34471

www.tillmaneng.com

PROPOSAL

*Tillman & Associates*  
ENGINEERING, LLC.

March 28<sup>th</sup>, 2025

Marion County Board of County Commissioners  
601 SE 25<sup>th</sup> Avenue  
Ocala, FL 34471

RE: SW 90<sup>th</sup> Street Extension  
Proposal for Civil Engineering and Sub Consultant Services

Dear MCBCC,

Thank you for considering Tillman & Associates Engineering, LLC., for the opportunity to participate in your exciting new project! Our firm is unique in the fact that we are a multi-disciplinary firm that offers the services of Civil Engineering, Landscape, Architecture, Environmental Engineering, Geographical Information Systems (GIS) and Construction Engineering. Combining these disciplines in the same office provides for better collaboration and provides our clients with the best and most comprehensive consulting services available.

Tillman and Associates, in conjunction with our sub-consultants, has worked seamlessly to bring our clients' visions to reality. While adhering to tight scheduling requirements, our projects have required us to be flexible so we can adapt to unforeseeable issues that demand an immediate response. We feel that our team is uniquely qualified to assist your company in achieving its goals for this project.

Thank you for the opportunity to be a part of this new project for your company and we look forward to working with you.

Sincerely,

Timothy C. Brooker, P.E.

CC: Masterfile w/ enclosures  
Client w/ enclosures

## CONTRACT

**Tillman & Associates Engineering, LLC hereafter referred to as CONSULTANT** is pleased to provide the following Agreement for Professional Engineering Services for the proposed SW 90<sup>th</sup> Street Extension project in Marion County, Florida.

### SCOPE OF WORK:

The project will be a new two-lane road from SW 60<sup>th</sup> Avenue to 0.8 miles East of SW 60<sup>th</sup> Avenue where it will join existing SW 90<sup>th</sup> Street, new traffic signal at SW 60<sup>th</sup> Avenue and SW 90<sup>th</sup> Street, removal of the traffic signal at SW 60<sup>th</sup> Avenue and SW 89<sup>th</sup> Street and modifying the median at SW 60<sup>th</sup> Avenue and SW 89<sup>th</sup> Street to a directional left-in opening. The design will incorporate a two (2) Lane Rural Minor Local Typical Section from the Marion County Land Development Code. The work to be performed involves survey, design of roadway plans, including traffic signal, signing and pavement markings, drainage and associated stormwater conveyance infrastructure, design of new or expanding existing drainage retention areas (DRAs), and post design services. A schedule for design and permitting will be provided to Marion County staff for review and concurrence prior to NTP.

Please note that the fees for Task XV – XVII are estimated fees. The work for these tasks will be billed at an hourly rate according to the schedule on the following page. The remaining tasks are lump sum.

### TASK I – PRELIMINARY ALIGNMENT ANALYSIS

Task includes preliminary plans which will include the following:

- A. Roadway alignment, limits of construction, and identification of right-of-way/DRA acquisition areas
- B. Location and preliminary size of proposed drainage retention areas (DRAs)
- C. Proposed roadway cross sections
- D. Approximate locations of existing utilities obtained from local water, sewer, electric, telephone, gas, cable, and fiber optic service providers

**Fee: \$16,625.00**

## TASK II – ROADWAY PLANS

Preparation of Roadway Plans, to include the following:

1. Cover Sheet
2. General Notes
3. Aerial Photograph with Proposed Site Plan Overlay
4. Summary of Quantities
5. Survey Control Plan
6. Pre and Post Development Basin Maps
7. Plan and Profile of Roadway/Drainage Improvements with stationing along the baseline at 50-foot intervals
8. Appropriate Cross Sections (100' o.c. at a minimum)
9. Drainage Retention Area Plans
10. Intersection Detail Sheets
11. Special Profile Sheet(s)
12. Construction Surface Water Management Plan
13. Typical Section Details
14. General Details
15. Soil Data Sheets
16. Traffic Control Notes
17. Erosion Control Plan
18. DRA Landscape Plans

Tillman and Associates Engineering, LLC will provide the Client with Engineering Plans, at the 90%, and 100% completeness level for their review and comment. The roadway plans and construction specifications will be per the latest edition of the Marion County Land Development Code, the 2018 FDOT manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways. The plans will depict pond locations, cross-sections, roadway plan and profile, conveyance system improvements, landscape plan, typical details, and erosion control best management practices (BMP). Comments will be addressed and incorporated into the plans for the next review cycle. Plans at the 90% completeness level will be submitted to the permitting review agencies as well as Marion County. Comments received will be addressed by Tillman & Associates Engineering,

LLC prior to 100% completeness level submittal. 100% plans will be submitted to and reviewed by the Client one last time to finalize the construction plans. Any plan revision requested by the Client after Final Construction Plans have been released will be provided as an additional service.

Engineering Plan deliverables will consist of three (3) 11"x17" plan sets and a CD containing the Engineering plans in electronic format (PDF and CAD 2024 format, includes cross-sections in CAD). Design Documentation and Quantities produced during design and development of construction plans shall be submitted.

**Fee: \$207,060.00**

### **TASK III - PROJECT ADMINISTRATION**

Included in this task are the following:

- A. One (1) Kick-off Meeting
- B. Six (6) monthly Progress Meetings with Marion County staff for project review and coordination
- C. Six (6) General Meetings for miscellaneous items such as BOCC updates, public workshops, public meeting, utility meeting, etc.
- D. Administrative services necessary to coordinate all aspects of the project through the planning, design, and permitting phase. These services shall include project scheduling with all regulatory agencies and notification to public utility companies during the design and permitting phase of the project.

**Fee: \$17,290.00**

### **TASK IV - STORMWATER DESIGN**

- A. Stormwater Design
  - 1. Service to include stormwater pipe design calculations as required by Marion County to route stormwater to two (2) onsite stormwater management facilities.
  - 2. Service to include Stormwater Quantity and Quality calculations as required by South West Florida Water Management District (SWFWMD) and Marion County Land Development Code.

3. Drainage Calculations/Report will be submitted at 90, and 100 completeness levels.

**Fee: \$19,950.00**

## **TASK V – TYPICAL SECTION AND GEOMETRICS**

1. Typical Section Package will be prepared and submitted to the County for review and approval. The details of the section are outlined in the “Purpose” section on page 2 of this proposal.
2. Geometrics will be designed in accordance with the classification for urban roads of Marion County, applicable Florida Department of Transportation (FDOT) standards, and the Manual of Uniform Traffic Control Devices.

**Fee: \$14,155.00**

## **TASK VI – LANDSCAPE PLANS AND DESIGN**

Prepare final landscape plans that meet the minimum requirements for Marion County permitting and installation. The landscape plans will indicate the location and identification of plant materials, landscape details, specifications, and final plant schedule. The landscape design will be limited to the following areas:

1. Landscape buffering adjacent to two (2) proposed drainage retention areas.

**Fee: \$9,040.00**

## **TASK VII - PERMITTING**

- A. SWFWMD - Environmental Resource Permit (ERP)
  1. Service to include the preparation and submittal of the necessary ERP application for submittal to SWFWMD.
  2. Service to include two (2) Requests for Additional Information (RAIs).

**Fee: \$9,310.00**

## **TASK VIII – BID SERVICES**

1. Attend one (1) pre-bid meeting.
2. Provide project related construction cost estimates.
3. Provide engineering plans to Marion County for soliciting bids from qualified contractors and assist the client in the bid review process.
4. Provide standard bid form to Marion County for all contractors to use during bid process.
5. Review standard provisions contract documents and prepare special provisions contract documents.
6. Respond to bid questions and submit responses/recommendations to County for bid addendums.

**Fee: \$22,935.00**

## **TASK IX – DRY UTILITY COORDINATION**

- A. Task includes the following:
1. Coordination with all necessary dry utility companies to obtain letters of non-objection.
  2. Coordination with all necessary dry utility companies to include their proposed sleeving on overall Sleeving Plan included in civil set and secure utility work schedules.
  3. Coordination of placement and/or relocation of utilities.

**Fee: \$14,655.00**

## **TASK X – SURVEYING AND MAPPING SERVICES**

Execution of the Proposal provided by GEO-Tech dated xx/xx/2025.

**Fee: \$28,127.00**

## **TASK XI – GEOTECHNICAL ENGINEERING**

Execution of the Proposal provided by GEO-Tech dated 2/16/2024.

**Fee: \$14,556.00**

## **TASK XII – SIGNALIZATION PLNS, S & PM PLANS, MOT & SEQ PLNS**

Execution of the Proposal provided by Kittelson & Associates dated 03/10/2025.

**Fee: \$108,900.00**

## **TASK XIII – STRAIN POLE STRUCTURAL DESIGN SUPPORT**

Execution of the Proposal provided by Command Engineering dated 2/9/2024.

**Fee: \$2,750.00**

## **TASK XIV – ECOLOGICAL ASSESSMENT**

Execution of the Proposal provided by Modica & Associates dated 2/8/2024.

**Fee: \$3,850.00**

## **TASK XV – AS-BUILT CERTIFICATION**

Based upon the on-site observations and contractor's as-built information, Tillman & Associates Engineering, LLC., shall prepare and submit certifications of completions and as-built drawings to the following State and local agencies as required:

- a. Marion County
- b. Southwest Florida Water Management District
- c. Florida Department of Environmental Protection

**Estimated Fee: \$8,500.00**

## **TASK XVI - CONSTRUCTION ADMINISTRATION**

A. Service includes the following:

1. Attend one (1) pre-construction meeting held on-site.
2. Conduct three (3) shop drawing reviews of submittal packages provided by the Client's contractor.
3. Review Six (6) monthly pay applications for the constructed site infrastructure.
4. Perform two (2) reviews of submitted testing report packages.

**Estimated Fee: \$11,500.00**

### **TASK XVII - STORMWATER AS-BUILT CONVERSION TO GIS**

A. Service includes the following:

1. Convert as-built data to useable CAD file with required data attributes
2. Convert CAD as-builts to GIS Shapefiles

**Estimated Fee: \$24,800.00**

**QUALIFICATIONS, EXCEPTIONS, AND COUNTY RESPONSIBILITY:**

Under this proposal, Marion County shall provide the following documentation/information for use in preparing the preliminary and final engineering plans and calculations:

1. Coordination and acquisition of ROW and offsite property for stormwater management facilities.
2. Crash reports at existing intersections.

Also, see the Exclusions Section of this proposal for additional items that are not included in this proposal. These items may need to be provided by Marion County if they become a requirement during the permitting process.

**PERMIT ACQUISITION:**

Tillman & Associates Engineering, LLC, cannot guarantee the acquisition of all permits and/or approvals. However, we will do everything possible to achieve this goal. The Client is responsible for payment of all consulting fees due Tillman & Associates Engineering, LLC, regardless of agency and/or governmental actions.

## EXCLUSIONS

The tasks listed within the above proposal do not include the following items:

- Construction Administration Services per COMPENSATION Section F, other than those items specifically listed in this contract
- As-Built Certifications per COMPENSATION Section F
- Reimbursables per the Section entitled Compensation/Out-of-Pocket Expenses
- Photometric Services and Street Lighting
- Survey Services other than those items specifically listed in this contract
- Environmental Services other than those items specifically listed in this contract
- Geotechnical Services other than those items specifically listed in this contract
- Historical Preservation Permitting
- Archeological Studies
- Public Information Meetings
- Consumptive Use Permitting
- FDEP Permitting
- Utility Design
- Water and Sewer Design and Coordination (MCU stated no utilities are proposed)
- ACOE Permitting
- USFWCC Permitting
- Record Platting
- Survey, Construction Staking, and/or Final Lot Staking
- Transportation Consulting Services
- Parcel Sketch and ROW Map
- Potable Water Treatment Plant Design
- Wastewater Treatment Plant Design
- Aerial Photography.
- Third Party Objections and/or Petitions Against a Permit
- Professional Testimony
- Noise Studies
- Existing Utility Locates
- Preparation of Legal Documents including but not limited to: H.O.A. or Property Owner's Agreement documents, Covenants Deeds and Restrictions, Developer's Agreements, etc.
- As-Built field surveys for contractor and/or lending institutions
- Printing Cost and Mailing Cost
- Copies
- Applications Fee
- Opinion of Title

**TASK SUMMARY**

Task I	\$16,625.00
Task II	\$207,060.00
Task III	\$17,290.00
Task IV	\$19,950.00
Task V	\$14,155.00
Task VI	\$9,040.00
Task VII	\$9,310.00
Task VIII	\$22,935.00
Task IX	\$14,655.00
Task X	\$28,127.00
Task XI	\$14,556.00
Task XII	\$108,900.00
Task XIII	\$2,750.00
Task XIV	\$3,850.00
<b>Total Design &amp; Permitting</b>	<b>\$489,204.00</b>
Task XV (Est.)	\$8,500.00
Task XVI (Est.)	\$11,500.00
Task XVII (Est.)	\$24,800.00
<b>Total Construction Administration (Est.)</b>	<b>\$44,800.00</b>

**HOURLY RATE SCHEDULE**

Principal Engineer	\$245.00 /hour
Project Manager (Registered)	\$210.00 /hour
Project Manager	\$175.00 /hour
Project Engineer (Registered)	\$170.00 /hour
Staff Engineer	\$125.00 /hour
CEI Inspector	\$90.00 /hour
Staff Geologist (Registered)	\$120.00 /hour
2-Man Survey Field Crew	\$130.00 /hour
3-Man Survey Field Crew	\$150.00 /hour
Landscape Architect	\$140.00 /hour
Landscape Designer	\$100.00 /hour
Hydrogeologist (Registered)	\$150.00 /hour
Staff Scientist	\$100.00 /hour
CADD Designer	\$110.00 /hour
CADD Technician	\$90.00 /hour
GIS Technician	\$90.00 /hour
Project Surveyor & Mapper (Registered)	\$150.00 /hour
Survey Technician	\$90.00 /hour
Clerical	\$60.00 /hour
Senior Planner	\$130.00 /hour
Planner	\$100.00 /hour
Planner Technician	\$80.00 /hour

**F. HOURLY RATES:**

The hourly rates given in this contract are for construction administration services, as-built certifications, and additional services requested by the client outside the scope of the contract tasks. The hourly rates are applicable through December 31st of the year the contract was executed, and are subject to renegotiation on January 1, each year, thereafter. Contract prices shall remain as quoted for one (1) year after execution of the contract after which, contract prices shall be renegotiated for any remaining tasks.

**G. ADDITIONAL SERVICES:**

Tillman & Associates Engineering, LLC., will be compensated for additional services, such as:

1. Any changes made outside the scope of services defined in this contract at the Client's request.
2. Revisions caused by changes of governmental requirements after the date of this agreement.
3. Redesign per client after preliminary design has been submitted to the approving agency.

**H. OUT-OF-POCKET EXPENSES:**

In addition to the fee schedule and any applicable additional services fees, Tillman & Associates Engineering, LLC., shall be reimbursed for invoiced out-of-pocket expenses which include, but are not limited to: Subconsultant markup fees, application fees, blueprints, copies, plots, aerials, express deliveries, specialized postage, and travel outside of the Central Florida area.

**I. PERMIT ACQUISITION:**

Tillman & Associates Engineering, LLC., cannot guarantee the acquisition of all permits and/or approvals. However, we will do everything possible to achieve this goal. The Client is responsible for payment of all fees due to Tillman & Associates Engineering, LLC., regardless of agency and/or governmental actions.

**J. FORCE MAJEURE:**

Tillman & Associates Engineering shall not be held responsible for any delay or failure in performance caused by fire, flood, explosion, war, strike, embargo, government requirements, civil or military authority, acts of God, act or omission of contractors, vandalism, or other similar cause that are beyond our control.

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