



CONTRACT# ENG/15-016

# CITY OF OCALA CONTINUING PROFESSIONAL SERVICES CONTRACT WORK ORDER

WORK ORDER NUMBER # 22

EFFECTIVE DATE: 20 AUG 2019

  
Contracting Officer  
Approval/Initials

**Project Title:** NE 8th Avenue Roadway Improvement (Road Diet Phase II) Design

To: *Kimley-Horn*  
PO Box 33068  
Raleigh, NC 27636-3068

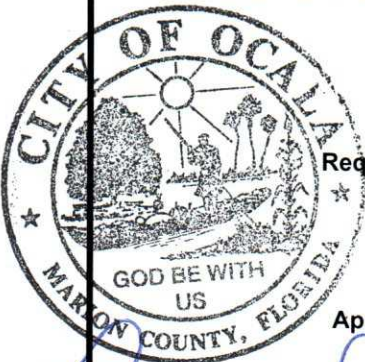
Vendor ID: 1530

Attn:

FUNDING SOURCE: Repair and Maintenance

EXPENDITURE	120-020-255-541-54-46010	\$160,000.00
ACCOUNT NUMBER:	091-020-255-541-54-46010	\$24,850.94

In accordance with your executed City Council Agreement, you are hereby authorized to commence the work outlined in the attached scope of work. The approved work order amount as a maximum limiting amount shall not to exceed \$ 184,850.94.



Requested By: *Sean Davis* Date: 8/16/19  
Department Director

Approved By: *Steve D. Miller* Date: 8/20/19  
City Council President

ATTEST:  
*Angel B. Jacobs*  
Angel B. Jacobs, City Clerk

Approved as to form and legality  
*Patrick G. Gilligan*  
Patrick G. Gilligan, City Attorney

ACCEPTED BY CITY COUNCIL  
August 20, 2019  
DATE

OFFICE OF THE CITY CLERK



## INDIVIDUAL PROJECT ORDER NUMBER 2019-15

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn or the ENGINEER), and The City of Ocala (the CITY) in accordance with the terms of the Master Agreement for Continuing Professional Services dated March 15, 2016 which is incorporated herein by reference.

### ***Identification of Project:***

Project: NE 8<sup>th</sup> Avenue Roadway Improvement Plans

Client: City of Ocala

### ***General Category of Services:***

The CITY proposes to retain Kimley-Horn to prepare roadway and landscaping construction plans and permit documents for certain improvements on NE 8<sup>th</sup> Avenue, from SR 40 north to NE 14<sup>th</sup> Street, a distance of approximately 0.9 miles.

The CITY has recently implemented a new temporary striping pattern on NE 8<sup>th</sup> Avenue to reduce the travel lanes to one in each direction and include wider bicycle lanes. Subsequent to the temporary striping, the CITY retained the ENGINEER under a separate Individual Project Order (IPO) to prepare refined design concepts for the final long-term improvements to 8<sup>th</sup> Avenue (commonly referred to as a "road diet"). That work has been completed and a final concept, prepared with the input of a public community meeting, has been completed.

The improvements covered in this IPO will include reconfiguration of the current travel lanes, improvements to turn lanes and access locations, installation of sections of grassed median, improved bicycle and pedestrian features, the removal of the existing traffic signals at 2<sup>nd</sup> Street and 3<sup>rd</sup> Street, and four new traffic circles at locations throughout the corridor. The improvements shall generally be as depicted on the final design concept prepared by The ENGINEER under the prior IPO.

The ENGINEER will perform those surveys, engineering analyses, design plans, and permitting services required to prepare engineering design plans to include surveying, roadway design, limited drainage design, signing and pavement markings, traffic control plan sequencing, and the coordination of underground and overhead wire utilities. The ENGINEER will perform those engineering analyses, designs and technical reviews of work associated with the development and preparation of the contract plans. The CITY will provide job specific information and/or functions as outlined in this IPO.

During the design stage, it will be necessary for the ENGINEER to have access to the proposed roadway corridor alignment, and adjacent properties, for survey, staking, reconnaissance, etc. The CITY will secure all necessary permissions, easements, agreements, etc. needed to permit access to the ENGINEER equal to the access that is available on a normal and typical roadway design project.

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

This Agreement does not include work pertaining to the acquisition of properties. This work will be considered post-design services and provided under a separate IPO or amendment to this IPO, if needed.

## SCOPE OF SERVICES

### Task A - Project Administration

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

1. Project Setup: ENGINEER will establish project files, project work plan, and initiate the project accounting and invoicing system.

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

#### Task B - Environmental Analysis and Reporting – Not Included

1. Due to the fact that all improvements will occur within existing public rights of way, on lands that have been used for the purpose of roadway transportation facilities for decades, we have assumed that no environmental surveys or analysis will be desired by the CITY.

#### Task C - Surveying and Mapping

For this Task, Kimley-Horn will retain a professional surveying subconsultant to provide field survey for the Project corridor. The route will be approximately 4,870 Linear Feet. The subconsultant will provide the following scope of services:

1. Topographic Survey that will meet or exceed Standards of Practice as set forth in the Florida Administrative Code; Survey will meet City of Ocala Development Code requirements;
2. Horizontal location of existing improvements and surface utilities, for the full right of way and 10 feet beyond, of NE 8th Avenue from the intersection of E. Silver Springs Blvd north through the intersection of NE 14th Street;
3. Contact Sunshine One Call for underground utility marks. Delineation of utilities will be located, including water, sewer, electric, cable, pipe inverts, directions and sizes for storm drainage system;
4. Topographic data will be collected 100 feet from NE 8th Avenue, for intersecting streets east and west, along the route;
5. Location of trees 4 inch and larger within project limits, per City of Ocala requirements;
6. Establish evidence of right of way limits by plat, monumentation, fences;
7. Horizontal and Vertical control will be established at 1000 feet intervals along the route;
8. State Plane Coordinates;
9. Vertical Data tied to NAVD 88;
10. TBM's set on site and referenced on survey;
11. PDF print and Civil 3D file; 24" X 36" certified prints of map of survey;
12. Following completion of the initial route survey, the subconsultant will provide up to 40 hours of additional field survey time, with accompanying office work, to locate field constraints not identified in the original scope.

Task D - Geotechnical Coordination

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

Task E - Drainage Analysis

1. It is assumed that the improvements will utilize the CITY's existing stormwater drainage system present, without upgrades or modifications due to the fact that the project is expected to result in only negligible changes to the impervious coverage in the right of way. Accordingly, no design or permitting services associated with retention pond analysis is included in this IPO.
2. The ENGINEER will be responsible for designing any new storm pipes, inlets, etc. to meet the requirements of the City of Ocala Land Development Code.
3. The scope of work of this Agreement also does not include modification of flood insurance rate maps through FEMA. The current FEMA Flood Insurance Rate Map for the Project area, dated 2017, does not delineate any regulated flood zones within the Project limits.
4. The ENGINEER will provide the CITY with up to three signed and sealed copies of the Drainage Design Report in addition to those required for permitting. This will incorporate the work undertaken in the preliminary engineering phase of the project and will include final calculations for the proposed storm drainage system, and information required for permit review and approval.

Task F - Utility Coordination

1. The ENGINEER will be responsible for coordinating the proposed design with the affected utility companies to minimize utility conflicts. The CITY will assist the utility coordination as needed during the design phase.
2. Each utility provider will be responsible for the design of their respective underground utilities for this project. These designs will be provided to the ENGINEER by the utility provider or the CITY in CADD format for inclusion into the Roadway Plans for this project. The ENGINEER will be responsible for coordinating with the utility providers for the proposed construction elements such that utility conflicts are minimized or avoided.
3. The CITY will submit to each Utility Owner the necessary sets of plans for utility coordination and be prepared to provide the project CADD files in electronic format to each Utility Owner upon their request. ENGINEER will provide the CADD files for the convenience of the Utility owners; ENGINEER cannot be responsible for the accuracy of the files after they are provided to the Utility owners. The ENGINEER will, prior to and during design, obtain available data from the Utility Owners that may be needed to determine the actual location and depth of the underground utilities. The ENGINEER will prepare Utility Adjustments sheets prior to the 60% submittal. Utility adjustments will be designed by the utility owners and shown on the plan/profile sheets or other appropriate location in the plan set. Upon completion of these plans, the ENGINEER will send one complete set of plans to each utility owner and to the CITY.

Task G - Roadway Plans

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

- a) Key Map
- b) Summary of Pay Items
- c) Drainage Maps
- d) Typical Sections
- e) Summary of Drainage Structures
- f) Project Layout
- g) Project Control
- h) Roadway Plan/Profile Sheets
- i) Intersection Detail sheets
- j) Special Profile sheets
- k) Roadway Soil Survey
- l) Cross Sections
- m) Signing Pavement and Marking Plans
- n) Construction Surface Water Management Plans
- o) Miscellaneous construction details

#### Task H - Landscape and Irrigation Plans

1. Landscaping design for the project will be limited to new grassed medians, traffic circle center islands, and small areas outside of the back of sidewalk. For these areas, the ENGINEER will include landscaping and irrigation design plans specifying normal and typical plant schedules, irrigation line sizes and irrigation zones, as well as general landscape and irrigation installation notes and specifications.

This IPO does not include the design of hardscape features, walls, benches, plazas and gathering areas, etc.

#### Task I - Signalization Plans – Not Included

1. No modifications to the existing traffic signals at SR40 or 14<sup>th</sup> Street are expected as part of this project.

#### Task J - Permitting

1. The ENGINEER will prepare and submit environmental resource permit applications, calculations and design plans to the St Johns River Water Management District (SJRWMD). The basis of the application will be a determination of no permit required, or a de-minimus determination, due to an expected negligible change in impervious coverage. The ENGINEER will submit the required number of plans and supporting documentation to provide a complete permit application. The ENGINEER will respond to requests for additional information and address permitting agency review comments as appropriate, through permit issuance. For all permits, the CITY will be the applicant and provide signatures and any permitting fees if required.
2. The ENGINEER will prepare and submit minor applications to FDOT as needed for any milling, resurfacing, sidewalk connections, etc. necessary at the 14<sup>th</sup> Street and SR40 connections. This may include up to submittal of right of way utilization permits or safety upgrade permits. Full permitting with FDOT (such as a driveway or drainage connection permit) is not included in this IPO as the needed coordination with FDOT is expected to be minor.
3. The ENGINEER will prepare and submit phased review packages for each phase of design plans to the City of Ocala. Design plans and calculations will be submitted at the following stages:
  - a) The proposed typical section and horizontal layout plan will be submitted to the CITY as part of the monthly coordination for general review and discussion but will not be subjected to a full staff review and comment period.

- b) 60% Roadway Plans and Calculations
- c) 90% Roadway Plans and Calculations
- d) 100% Roadway Plans and Calculations
- e) Estimated quantities at 60% Plans stage
- f) Opinions of Probable Construction Costs at 90% and 100% Plans Stages

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

- g) The CITY will review each review package promptly and provide written comments, compiled by all reviewers into a single document, to the ENGINEER. The ENGINEER will, with each following submittal, provide a written response to all CITY comments detailing how each review comment was addressed.
- h) Following the submittal and review of the 100% Roadway Plans and Calculations, the CITY will provide a written approval for the ENGINEER's records indicating that all comments have been addressed and the plans are approved as submitted.

#### Task K – Traffic Control Concepts

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

#### Task L – Bid Assistance

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

**SERVICES NOT INCLUDED**

- 1. Post Design Services
- 2. Roadway / Pedestrian Lighting
- 3. Public Meetings / Presentations
- 4. Eminent Domain Assistance Services
- 5. Expert Witness Services

**ADDITIONAL SERVICES**

Services requested that are not specifically included will be provided under a new and separate IPO agreement or can be performed on an hourly basis upon written authorization.

**SCHEDULE**

The ENGINEER will begin services upon receipt of an executed IPO. The above services will be provided as expeditiously as practicable to meet a mutually agreed upon schedule.

**FEE AND EXPENSE**

Kimley-Horn will complete the above scope of services for a lump sum fee of \$184,850.94, inclusive of office overhead expenses. A cost estimate for services is provided in Table A.

**OTHER SPECIAL TERMS OF INDIVIDUAL PROJECT ORDER**


Services provided under this IPO will be invoiced on a monthly basis. All invoices will include a description of services provided. Approval from the CITY shall be required for all invoiced travel expenses and meetings.

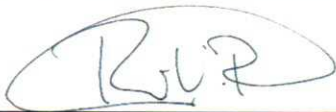
Attachment: TABLE A

ACCEPTED:

THE CITY OF OCALA, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY:   
Bill Kauffman

By:   
Richard V. Busche, PE

TITLE: Assistant City Manager

TITLE: Sr. Vice President

DATE: 8/23/2019

Date: June 24, 2019

