

EXHIBIT "A"

SCOPE OF SERVICES FOR

**NW/SW 80th/70th Avenue Segment 3 Final Design
Amendment 1 (Modification to DRAs and PER)**

FOR THE MARION COUNTY BOARD OF COUNTY COMMISSIONERS
September 16, 2025

Signed This 6th Day of September, 2025 by,

A handwritten signature in blue ink, appearing to read "Juan C. Guerra", written over a horizontal dashed line.

Juan C. Guerra, P.E.
President
Guerra Development Corp.
2817 NE 3rd Street
Ocala, FL 34470

PART I – PREAMBLE

PURPOSE

This Agreement describes an amendment to the scope of work and the responsibilities of Guerra Development Corp., hereinafter called the ENGINEER and the Marion County Office of the County Engineer, hereinafter called the COUNTY, in connection with the completion of final design and preparation of complete roadway construction plans for the proposed improvements to **NW/SW 70th / 80th Avenue Segment 3**.

This Scope of Services is for the design and permitting of certain modifications to DRAs designed for the subject project to facilitate negotiations with property owners adjacent to the project corridor. The ENGINEER was selected for this project in 2018 under a competitive process consistent with the CCNA process contained in the Florida Statutes as part of RFQ# 18Q-160.

COUNTY and ENGINEER agree to modify that agreement, as Amendment 1, to add scope and fee for the following items:

1. Implement modifications to multiple DRAs at current and new locations.
2. Additional services for land surveying and mapping.
3. Additional services for geotechnical investigation, testing and reporting.
4. Additional services for cultural resources assessment and environmental studies and assessments.
5. Additional services for permitting research/meetings of modified and new DRAs.

This Amendment 2 shall be considered an addition to the original scope and fees

PART II – AMENDMENT 1 SCOPE OF SERVICES

A. GENERAL

Individual tasks are described below, each task being assigned their corresponding share of the work associated with it, such as administration, meetings, cultural resource assessment surveys, environmental surveys and reporting, coordination of geotechnical testing, drainage design, permit related meetings, research and calculations among others.

Project Administration

The project administration activities include the same level of tasks and diligence as in the original contract. It also includes meetings with personnel, property owners, site visits, and select alternative DRA sites.

Cultural Resource Assessment Survey and Environmental Surveys

The ENGINEER will retain a subconsultant to perform additional Cultural Resource Assessment Survey and Environmental surveys for areas of the project which were not previously surveyed to include new DRA sites.

Geotechnical Coordination

- a. The ENGINEER will provide requirements for the necessary geotechnical field investigations to the COUNTY for procurement of geotechnical engineering services for expanded and new DRA sites.
- b. During design, the ENGINEER will review and evaluate the results of the geotechnical investigations, and provide coordination needed for final design and permitting for both phases with the regulatory agencies.
- c. All geotechnical engineering deemed necessary by the ENGINEER to support the design of the roadway improvements and drainage retention areas will be provided by a registered professional geotechnical engineer, retained under a separate contract with the COUNTY.

Drainage Analysis

- a. The ENGINEER will be responsible for designing the modified DRAs as well as DRAs at new locations to satisfy the COUNTY agreements with property owners.
- b. The scope of work of this Agreement also does not include modification of flood insurance rate maps through FEMA.
- c. The ENGINEER will update the Engineer's Report on Stormwater Management.

Permitting

- a. The ENGINEER will modify the calculations and permit application to incorporate the DRA modifications and new DRA locations.

Drainage Retention Area Siting and Selection

- a. Under this task the ENGINEER will research and select Drainage Retention Area (DRA) sites at alternative locations to serve this project and prepare a minimum scope of geotechnical testing and reporting to support the design, analysis and permitting of the stormwater management system for this project. The ENGINEER will coordinate with the Geotechnical Engineering consulting firm hired by Marion County for this project.
- b. Selection of DRAs will be based on the approved Preliminary Engineering Report where possible or new locations if the alternatives shown in the PER are not available.

B. TASK 1.1 – MODIFICATION TO DRA AT BASIN 16

- a. This DRA was originally selected adjacent to NW 80th Avenue utilizing 3 lots. All studies performed supported its location with excellent to good soils, water table depth, clear of cultural or environmental fatal flaws.

- b. During the design of the drainage system for segment 3 GDC was notified that the World Equestrian Center (WEC) was purchasing these 3 lots to construct a DRA which would bring runoff across drainage basin boundaries from their development on the west side of NW 80th Avenue.
- c. The loss of this site as well as the Garcia property (Basin 17) to WEC resulted in a difficult and complex design for Basin 16. DRA design now incorporates multiple properties from multiple owners with more challenging characteristics such as soils, topography and geometry.
- d. To prevent additional conflicts like this, GDC prepared a map depicting the properties selected by Marion County for purchase to serve this project. This map was presented to WEC representatives.
- e. The proposed DRA consists of 4 properties from 3 different owners, one of which is WEC and another property owner strongly opposed to the project.
- f. The proposed DRA is now L-Shaped and because of its topography it is designed as a teared arrangement to deal with the site topography.
- g. After the design had been completed, and after the map had been prepared to avoid future changes, WEC requested that instead of a full take on one of their lots, a partial take would be designed at the back of 2 of their lots. This was implemented necessitating another re-design, topo surveys and supporting studies.
- h. This task includes all additional work and studies for the DRA serving Basin 16.
- i. Refer to the attached maps for DRA at Basin 16.

C. TASK 1.2 - DRA AT GARCIA PROPERTY (BASIN 17)

- a. During the PER process GDC identified the Garcia property as the site for a DRA to serve Basin 17. During design GDC was notified that WEC was purchasing the property to enter into an agreement with Marion County Utilities for effluent disposal.
- b. GDC identified the Garcia property as a critical site to the roadway project for its location and for the good permeability of its soils, rare in this corridor.
- c. Over a period of several weeks GDC, along with COUNTY through Mr. Shawn Hubbuck, presented several design alternatives, one which would locate the DRA in an unused portion of the site. This option was denied, the reason given was that WEC intended to construct apartments utilizing the entire site; the RIB sewer disposal would be converted to deep well injection.
- d. GDC made one last attempt by searching for properties and finding a willing seller to the east of the Garcia property but at a higher elevation. GDC proposed that part of the Garcia property would be reserved for the gravity storm sewer while the additional property to the east at a higher elevation could be reached by the sewer system since the effluent was being pumped via a force main. This was also denied.

- e. PER work and partial designs for a DRA at Basin 17 were lost and attempts to find solutions for a DRA at Basin 17 were unsuccessful.
- f. This necessitated a complex and time-consuming design which required modifying the roadway's trunk line, adjusting the roadway centerline profile and modifying the post-design drainage basin boundaries to distribute the runoff from Basin 17 into basins 16 and 18.
- g. This task includes the work to achieve this task.

D. TASK 1.3 – DRA AT DITTY PROPERTY (BASIN 18)

- a. The PER envisioned part of basin 18 and part of basin 16 going to the DRA for basin 17 at the Garcia property (see discussion above for Basin 17). Without the Garcia property, the DRA for basin 18 (Ditty property) was designed to accommodate the entirety of Basin 18 in the least intrusive location and geometry for the Ditty property; this was achieved at their northerly property line with a property take distributed between the Ditty property with the property to the north.
- b. This task includes the additional work generated by the additional complexity of the design as well as two (2) re-designs, one requested by the property owner, and one requested by COUNTY. The ultimate design is located fully within the Ditty property.
- c. This task also includes extensive meetings, presentations, sketches to property owner and COUNTY to help achieve an agreement.

E. TASK 1.4 – DRA AT WATERMARK PROPERTY (BASIN 19)

- a. The original design of this DRA was intended at the most cost-effective location for COUNTY – at the northwest boundary of the property adjacent to NW 80th Avenue. During negotiations and public input, the property owner's attorney proposed that his client would agree to not litigate the taking of the DRA land if it was relocated to an existing pit in the center of the property.
- b. The requested location was substantially more expensive to COUNTY and resulted in an order of magnitude more complex design involving wetlands, teared DRAs, pre-treatment and extremely deep storm sewer pipes at depths of 22 feet. COUNTY determined that despite the additional complexity and expense it was advantageous to COUNTY to proceed with the property owner request.
- c. GDC updated the PER to reflect this and prepared a full design for the DRA at the pit. Additional studies were conducted to support the more complex design; the Southwest Florida Water Management District (WMD) has issued a permit for this work. This task represents the additional effort and expenses incurred to complete this design.
- d. After designs were completed and a WMD permit was issued, as part of negotiations with COUNTY the property owner requested additional modifications to the DRA, described in a Memorandum of Understanding (MOU). This task includes modifications to the design and permit to implement the changes delineated in the MOU as of the date of this Amendment 1.

F. TASK 1.5 – UPDATE PER

- a. This task refers to work associated with updating the PER to reflect changes and additions to the list of potential DRA sites, reflecting updated project corridor conditions.
- b. Updates to the PER shall be presented to, and approved by, the Marion County Board of County Commissioners.
- c. As part of this task, the Pre-Development Basin Map will be updated to include additional potential DRA sites, as identified during the design process.
- d. If requested by the COUNTY, the ENGINEER will be available to attend the public hearing in which the updates to the PER will be presented to the Marion County Board of County Commissioners.

PART III – SCHEDULE

The ENGINEER will provide these services in an expeditious and orderly manner to meet the schedule mutually agreed to by the COUNTY and ENGINEER. The updates to the PER will be completed 30 days after receipt of purchase order from OCE.

The work under this amendment will not add time to the scheduled submittal for 100% drawings or projected bidding. Task 1.4 DRA at Watermark will be completed within 2 months of County executing a Memorandum of Understanding (MOU) with the property owner; this work will be performed after submittal of 100% documents and/or bidding in order to prevent delays to the start of construction for the project.

PART IV – MISCELLANEOUS

A. GOVERNING REGULATIONS

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

1. Marion County Land Development Code
2. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (FDOT Greenbook, 2016 & 2018)
3. FDOT Florida Design Manual (FDM, January 2022)
4. FDOT Drainage Manual (January 2022)
5. FDOT Flexible Pavement Design Manual (January 2022)
6. AASHTO's "A Policy on Geometric Design of Highways and Streets" (2018)

7. Florida Manual on Uniform Traffic Studies (MUTS) (January 2021)
8. Manual on Uniform Traffic Control Devices (MUTCD) (2009)
9. AASHTO Guide for the Development of Bicycle Facilities, 4th Edition (2012)

B. PROGRESS REPORTING

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

C. QUALITY CONTROL

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

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

D. CORRESPONDENCE

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

E. SUBMITTALS

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

1. Sketch and Legal Descriptions
2. Final Drawings
3. Drainage Design Reports

END OF SCOPE OF SERVICES FOR AMENDMENT 1

NW 80th-70th Av Segment 3 - Amendment 1 From SR 40 to US 27 and Side Street Tie-Ins (Approx. 3.44 Miles) 6 September , 2025								
	PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER	CADD SENIOR TECH	CADD TECH	CLERICAL	SUB- CONSULTANT	TOTALS
	HOURLY RATE ----->	\$ 250.00	\$ 175.00	\$ 150.00	\$ 75.00	\$ 65.00	\$ 45.00	\$ 1.00

TASK DESCRIPTION

TASK 1.1 - MODIFICATIONS TO DRA AT BASIN 16	12	80	24	120	40	8	18,420	284
	3,000	14,000	3,600	9,000	2,600	360	18,420	\$ 50,980
TASK 1.2 - DRA AT GARCIA PROPERTY (BASIN 17)	8	24	24	16	8	2	1,200	82
	2,000	4,200	3,600	1,200	520	90	1,200	\$ 12,810
TASK 1.3 - MODIFICATIONS TO DRA AT DITTY PROPERTY (BASIN 18)	6	24	6	24	24	2	6,550	86
	1,500	4,200	900	1,800	1,560	90	6,550	\$ 16,600
TASK 1.4 - MODIFICATIONS TO DRA AT WATERMARK PROPERTY (BASIN 19)	12	40	24	60	40	8	18,600	184
	3,000	7,000	3,600	4,500	2,600	360	18,600	\$ 39,660
TASK 1.5 - PER MODIFICATION	4	8	8	24	8	1		53
	1,000	1,400	1,200	1,800	520	45	0	\$ 5,965
FEES								
PERSONNEL HOURS	42	176	86	244	120	21	44,770	45,459
AMOUNT	\$ 10,500	\$ 30,800	\$ 12,900	\$ 18,300	\$ 7,800	\$ 945	\$ 44,770	\$ 126,015