

ELEVENTH AMENDMENT TO THE AGREEMENT

In accordance with the SW/NW 80th/70th Ave. Widening Preliminary Engineering Report Agreement entered into on November 20, 2018, and all of its amendments (if any), collectively (the "Agreement") this Eleventh Amendment to the Agreement (this "Amendment") is made and entered into by and between **Guerra Development Corp.**, whose address is 2817 NE 3rd St., Ocala, FL 34470; possessing FEIN **59-2615012**, (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 completion of all 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-160, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. This Amendment adds additional services set forth in Scope of Services, Exhibit A, hereto.
3. COUNTY shall make payment of Two Hundred Seven Thousand, Forty Dollars and Zero Cents (\$207,040.00) ("Agreement Price"), to the FIRM under COUNTY's established procedure and according to the Fee Schedule, Exhibit B, hereto.

ATTEST:

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

**FOR USE AND RELIANCE OF MARION
COUNTY ONLY, APPROVED AS TO
FORM AND LEGAL SUFFICIENCY**

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

CARL ZALAK, III DATE
CHAIRMAN

BCC APPROVED: January 20, 2026
18Q-160-CA-10 SW/NW 80th/70th Ave. Widening
Preliminary Engineering Report

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

SIGNATURE

PRINTED NAME

GUERRA DEVELOPMENT CORP.

BY: DATE

PRINTED:

ITS: (TITLE)

WITNESS:

SIGNATURE

PRINTED NAME

EXHIBIT "A"

SCOPE OF SERVICES FOR

**NW-SW 80th – 70th Avenue Segment 1 Final Design
Amendment 4 (Post-Design Services)**

From Intersection of SW 90th Street north to 0.5 miles north of SW 38th Street.

(APPROXIMATELY 4.9 MILES)

FOR THE MARION COUNTY BOARD OF COUNTY COMMISSIONERS
November 4, 2025
Revised January 5, 2026

Signed This 5th Day of January 2026 by,



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

Project Understanding

On September 25, 2023, GDC was retained by the Client to provide professional engineering services related to the design of SW 80th Avenue Segment 1 Project. The Client and GDC are prepared to modify that agreement to add scope and fee for services during the construction phase of this project.

Scope of Services

GDC will provide the services specifically set forth below.

Task 1 – Bidding Assistance

- A. Bid Addendums: ENGINEER will assist the COUNTY to prepare up to five (5) addendums during bidding. The Marion County Procurement Services Department will be responsible for issuing addenda to the Bidders of Record.
- B. Pre-Bid Conference: ENGINEER will prepare for and participate in one (1) Pre-Bid Conference for the subject project. The COUNTY will be responsible for arranging for and conducting the meeting.

Task 2 – Post Design Services

- A. Pre-Construction Conference: ENGINEER will prepare for and attend a Pre-Construction Conference prior to commencement of construction activity.
- B. Monthly Progress Meetings: ENGINEER will attend monthly progress meetings, as requested by COUNTY, conducted by the COUNTY during the project's construction phase. This scope includes up to ten (10) progress meetings.
- C. Shop Drawings: ENGINEER will review and take appropriate action regarding shop drawings and other data that the contractor is required to submit, but only to conform to the information given in the Contract Documents. 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.
- D. Contractor Requests for Information (RFIs) and Site Visits: ENGINEER will review up to ten (10) RFIs from the Contractor and issue necessary interpretations and clarifications of the Plans and Specifications to the COUNTY.

ENGINEER will make up to ten (10) site visits to assist in responding to the Contractor's RFIs and to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of contractor's work. Observations will be limited to spot-checking, selective measurement, and similar methods of general observation. Based on information obtained during site visit, the ENGINEER will evaluate whether contractor's work is generally proceeding in accordance with the Contract Documents.

- E. Construction Plan Revisions: As directed by the COUNTY, ENGINEER will perform plans production services to revise the construction plans to address changed field conditions or unforeseen conditions that may be encountered. For the purposes of this Amendment, ENGINEER has assumed a total of five (5) plan revisions that are not associated with design errors.
- F. As-Built Review: ENGINEER will, after receiving notice from the COUNTY that it considers the work ready for its intended use, conduct a site visit and review draft as-built surveys to determine whether the work is substantially complete. ENGINEER will provide review markups of the as-built surveys and review updated surveys provided by the COUNTY.

- G. Substantial Completion: ENGINEER will, after receiving notice from the COUNTY that it considers the work ready for its intended use, conduct a site visit to determine if the work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items except for those identified on a final punch list. The ENGINEER will prepare a punch list based on the site visit and will submit to the COUNTY for their review and coordination with their Contractor.
- H. Agency Certifications: Following completion of all work and receipt of signed and sealed as-built surveys and testing reports, ENGINEER will prepare agency permit certifications to the Southwest Florida Water Management District (SWFWMD) and submit them for processing.

Task 3 – Specific Design Modifications

- A. Median Modification along SW 90th Street: ENGINEER will design median and driveway modifications at Marion County Fire Rescue Station 21 per the concept prepared by the COUNTY.
 - 1) Surveying and Mapping: The ENGINEER will obtain topographic data at the existing Fire Rescue Station and along SW 90th Street at the proposed median opening. The topographic data obtained in the field will be processed, downloaded, checked, and imported into the base map digital control file. A digital terrain model (DTM) will be prepared.
 - 2) Design plans for the median modification will include a new median opening, one new driveway at the Fire Rescue Station, and actuated flashing beacons along SW 90th Street per the FDOT Standard Plans. Flashing beacons will be conventionally powered. ENGINEER will coordinate with the power company for the proposed service point location.
 - 3) A new driveway will be added for the Fire Rescue Station at the new median opening.
 - 4) Drainage conveyance analysis will be performed along SW 90th Street for the added pavement areas.
 - 5) Plans for the median and driveway modifications will be added to the Phase 1A plans for the project.
 - 6) The ENGINEER will coordinate with utility agency owners for the proposed work. Information received from utility agency owners will be incorporated into the plans.
 - 7) The ENGINEER will submit the plans to the COUNTY for review and will respond up to one round of comments.

Additional Services If Required

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

Schedule

GDC will provide our services as expeditiously as practicable with the goal of meeting a mutually agreeable schedule.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 15 days after the Client receives payment from the County. The invoice should include the invoice number and GDC project number.

SW 80th Avenue Segment 1 Final Design**Amendment 4**

From SW 90th St to 0.5 mi. north of SW 38th St. (Approx. 4.9 Miles)

5 Nov 2025, Revised January 5, 2026

PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER	SENIOR ENGINEER	CADD SENIOR TECH	CADD TECH	CLERICAL	SUB- CONSULTANT	TOTALS
HOURLY RATE ----->	\$ 250.00	\$ 175.00	\$ 150.00	\$ 125.00	\$ 75.00	\$ 65.00	\$ 45.00	\$ 1.00

TASK DESCRIPTION

TASK GROUP 1:								
A - BIDDING ASSISTANCE	5	16	38	36			15	110
	1,250	2,800	5,700	4,500	0	0	675	0
								\$14,925.00
B - POST-DESIGN SERVICES	36	234	296	394	44	24	76	1104
	9,000	40,950	44,400	49,250	3,300	1,560	3,420	0
								\$151,880.00
C - DESIGN MODIFICATIONS	4	40	52	64	58	65	8	7,500
	1,000	7,000	7,800	8,000	4,350	4,225	360	7,500
								\$40,235.00
	0	0	0	0	0	0	0	0
								0
FEES								
PERSONNEL HOURS	45	290	386	494	102	89	99	7,500
AMOUNT	\$ 11,250	\$ 50,750	\$ 57,900	\$ 61,750	\$ 7,650	\$ 5,785	\$ 4,455	\$ 7,500
								\$207,040.00