PROJECT AMENDMENT TO THE AGREEMENT

This Project Amendment to Agreement made and entered into April 21, 2009 by and between Guerra Development Corp (Engineer), whose address 2817 NE 3rd St, Ocala, FL 34470, possessing FEIN <u>59-2615012</u> and Marion County Board of County Commissioners (Owner), 601 SE 25th Avenue, Ocala, Florida, 34471.

WITNESSETH

WHEREAS, the parties entered into an agreement dated <u>April 17, 2007</u> this agreement shall remain in full force and effect until all completion of services required of the Engineer has been completed, and the parties wish to amend such agreement.

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

- 1. This Agreement shall be deemed to amend the original contract between Marion County Board of County Commissioners and Guerra Development Corp for the NE 35th ST (from HWY 441 to CR 200A) Phase I Improvements project amendment number 06Q-098-PA-10 in accordance with the original Request for Qualifications #06Q-098.
- 2. Services and performance will be in accordance with the scope of service as Exhibit A and fee schedule as Exhibit B, attached hereto and made part of this Project Amendment. The fee is based on a percentage of the final construction cost. Price not to exceed seven-hundred-seventy-five-thousand dollars and zero cents (\$775,000.00).
- 3. This agreement shall remain in effect until expiration of final completion of the construction phase for this project.
- 4. All provisions of the original contract document not specifically amended herein shall remain in full force and effect.

In witness whereof the parties have executed this Amendment to Agreement the day and year first written above.

ATTEST:

DAVID R. ELESPERMANN,

CLERK OF THE COURT

BOARD OF COUNTY COMMISSIONERS MARION COUNTY, FLORIDA

JAMES T. PAYTON JR,

CHAIRMAN

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

MARION COUNTY ATTORNEY

ATTEST

GUERRA DEVELOPMENT CORP.

OFFICER OF CORP.

STATE OF:

FLORIDA

COUNTY OF: MARION

NOTARY CERTIFICATE – To be completed by Engineer

Before me this day personally appeared JUAN C. GUERRA and LAURA GUERRA, as PRESIDENT and VICE PRESIDENT respectively of GUERRA DEVELOPMENT (Type of ID) to be the **CORP.** to me well known or produced identification persons described in and who executed the foregoing instrument, and who acknowledged that they did so as officers of said corporation all by and with the authority of the Board of Directors of said corporation.

Witness my hand and seal this ____27th day of April, 2009.

Signature of Notary

Notary Stamp

MICHELLE J. KNOX Notary Public - State of Florida

EXHIBIT "A" SCOPE OF SERVICES

NORTH 35TH STREET - PHASE 1 IMPROVEMENT PROJECT FROM US HWY #441 TO C.R. 200A

FOR THE MARION COUNTY BOARD OF COUNTY COMMISSIONERS April 6, 2009

1 PROJECT SCHEDULE

Project services shall be accomplished within the following time frames.

- 1.1 Work to commence within two (2) weeks after receiving a Notice to Proceed (NTP) from the Marion County Finance Department.
- 1.2 Final Design 30% Stage, to be completed within 10 weeks after receipt of the NTP.
- 1.3 Final Design 60% Stage, to be completed within 16 weeks after receipt of 30% Stage review comments from Marion County.
- 1.4 Final Design 90% Stage, to be completed within 10 weeks after receipt of 60% Stage review comments from Marion County.
- 1.5 Final Design 100% Stage, to be completed within 6 weeks after receipt of 90% Stage review comments from Marion County.
- 1.6 If unexpected issues develop which affect the project's time frame, the Engineer will notify, in writing, the Marion County Transportation Department (MCTD) of the issue and the estimated effect on the time frame.

2 SPECIFIC SERVICES TO BE PROVIDED BY THE ENGINEER FOR: FINAL DESIGN

- 2.1 The Final Design phase involves the development of designs and documents suitable for permitting and construction of the project. Final Design to be based on the approved PED&R for North 35th Street, and includes calculations, designs, drawings and permit applications. It also includes support for the county bidding process.
- 2.2 Interim submittals for 30%, 60% and 90% stages shall be in general accordance with the submittal checklist agreed to between Marion County and the Engineer, and made part of this agreement. The Engineer reserves the right to deviate from the checklist with written notification to the MCTD in the status report fr each stage.

2.3 Deliverables

- 2.3.1 Interim design drawings (Not Final) depicting the status of the design at 30%, 60%, and 90%, shall be delivered to the MCTD in the form of four (4) sets of drawings in 11"x17" format. The MCTD may make copies as needed.
- 2.3.2 Final design documents to include one (1) original reproducible set of construction drawings in 11"x17" format, and a digital copy of the drawings in AutoCad format of a version which can be accessed by the MCTD; plus one (1) original copy of the Special Provisions to the project specifications, plus one (1) original copy of the final estimate of construction cost.

- 2.3.3 Survey Control Map, showing the control lines for the project survey with BMs, TBMs and datum data elevation. This shall not be construed as a RW map, and will only depict control lines, BMs without detail information on property lines and right-of-way.
- 2.3.4 Obtain a Title Commitment for each parcel for which land acquisition will be made as part of the RW requirements for this project.
- 2.3.5 The Engineer shall submit a status report at the 60%, 90% and 100% stage of design plan submittal, containing a response to comments and actual project design criteria pertinent at the time of submittal.

2.4 SURVEY

- 2.4.1 The Engineer will conduct field surveys to furnish data for use in final design to supplement the work performed at the PED&R phase and the survey data provided by the MCTD.
- 2.4.2 Field survey to locate the following within the proposed right-of-way and a 25' wide strip along each side of the right-of-way: Topography, utilities, above-ground improvements, drainage system, finish floor elevation for affected buildings.
- 2.4.3 The topography datum shall be as directed by the MCTD Survey Division.

2.5 ROADWAY PLANS

2.5.1 The Engineer will prepare final construction plans for the proposed roadway and intersections. The plan will include, but not be limited to, the following:

2.5.1.1	Cover sheet.
2.5.1.2	General project notes.
2.5.1.3	Typical Sections.
2.5.1.4	Existing drainage basins map with proposed DRA locations.
2.5.1.5	Miscellaneous construction details.
2.5.1.6	Plan and Profile drawings.
2.5.1.7	Road cross sections at 100' (min.) intervals plus critical locations, such as driveways, cross drains and major drainage structures.
2.5.1.8	Details necessary to clarify intent of design.
2.5.1.9	Erosion Control Plan.
2.5.1.10	Permanent easements and TCEs to be shown at the 90% stage, to be revised as needed during the remainder of the design.

2.5.2 The design prepared under this contract will be for a roadway typical section containing up to four (4) travel lanes and bike lanes, or in general accordance with the approved PED&R. The construction drawings may or may not involve up to the four lane section depending on construction budget constraints.

2.6 DRAINAGE DESIGN

The Engineer will prepare drainage designs to provide storm water management for the right-of-way. This agreement does not include designs and associated services to incorporate offsite (outside of the right-of-way) areas into the drainage system for the project, or to try and resolve existing offsite drainage problems. This shall be considered additional services. The work will involve the following:

- 2.6.1 Collect and review available drainage data, including existing drainage maps.
- 2.6.2 The drainage areas will be delineated on aerial maps. The design will provide for updating and/or replacement of existing systems, where applicable and when possible. The systems will be designed consistent with applicable standards and criteria.
- 2.6.3 Non-standard drainage structures will be detailed.
- 2.6.4 Design, construction plans and details for DRAs, including design high water levels, SHWL, cross section, top of bank and bottom elevations, slopes, cover, construction layout instructions. DRAs to be located generally accordance with the approved PED&R for NE 35th Street.
- 2.6.5 All drainage maps, details, etc. will be incorporated with, and become and integral part of the overall roadway plans.
- 2.6.6 Soil borings location for the DRAs shall be identified on the DRA sheets and the boring logs shall be included on the set of plans in a Soil Boring Section.
- 2.6.7 Existing improvements, including storm drainage, will be shown and labeled as appropriate on the plan view of the plan and profile sheets. Existing improvements to remain, shall be labeled accordingly on the plan and profile sheets.

2.7 UTILITIES

- 2.7.1 The Engineer will show existing utilities found by the survey, on the Plan and Profile drawings. The locations of said utilities shall be per field survey and/or comments and mark-ups from utility companies. Comments and mark-ups by utility companies for the location of their respective utilities shall be provided within three (3) weeks of submittal of the 30% stage drawings. Revisions at later stages will result is additional fees.
- 2.7.2 The county shall provide copies of the preliminary, Interim and Final drawings to the various utility owners, for them to identify the location, size and type of utilities they own within the project corridor.
- 2.7.3 At stages later than 30%, the utility owners shall return to the Engineer the marked up sets showing their current utilities within two (2) weeks from the Engineer's delivery of the submittal.

2.8 NEW UTILITY DESIGN AND PLANS

- 2.8.1 The City of Ocala or other utility owners may prepare conceptual and detailed designs and construction notations, instructions and specifications for their proposed utilities and obtain all applicable permits, such as from the Florida Department of Environmental Protection (DEP). Permit fees shall be paid for by the applicant owner of the utility.
- 2.8.2 The proposed utilities will be depicted by the Engineer as a backdrop in the roadway plan and profile drawings. No separate utility drawings will be prepared as part of this agreement.
- 2.8.3 Designers for the various utility systems shall coordinate with the design of the other project components (such as roadway and drainage) to avoid conflicts.
- 2.8.4 The utility owners shall provide a final design for the utilities within four (4) weeks after receipt of the 60% drawings from the Engineer.
- 2.8.5 The design of said utilities shall be depicted in drawings compatible in drafting, scale, methods, etc. to the Engineer's plans, so that they utility's design can be inserted into the Engineer's drawings. The only responsibility by the Engineer shall be to insert the utility design provided by the utility owner into the plan profile for the project.
- 2.8.6 The engineer in responsible charge for the design of the utilities shall be required to certify the drawings showing their utility design.

2.9 SIGNAGE AND PAVEMENT MARKINGS PLANS

- 2.9.1 The Engineer will prepare ground signing and pavement marking plans compatible with the roadway and traffic signalization design. All signs and pavement markings will conform to Florida Department of Transportation Traffic Operations Standards and the Manual on Uniform Traffic Control Devices. The plans will contain, but not be limited to, the following:
 - 2.9.1.1 Sheets showing the location of ground signs and pavement markings.
 - 2.9.1.2 Details of signs.
 - 2.9.1.3 Designated numbers for signing.
 - 2.9.1.4 Tabulations of signs and pavement markings.
 - 2.9.1.5 Pay items for signs and pavement markings.

2.10 SIGNALIZATION PLANS

2.10.1 The Engineer will prepare traffic signalization plans. The plans will conform to the Florida Department of Transportation Operations Standards and the manual on Uniform Traffic Control Devices. The engineer will prepare the signal timing and coordination analysis (e.g. a "Synchro 7.0" analysis), as applicable, to be submitted at the 30% stage. The plans will contain the following:

2.10.1.1	Complete intersection details with right-of-way.
2.10.1.2	Pole and controller locations.
2.10.1.3	Signal head locations and details.
2.10.1.4	Detector locations.
2.10.1.5	Signal pole schedule.
2.10.1.6	Design of signal supporting structures.
2.10.1.7	Prepare a Signalization set of drawings. Submittals to be made at the 60%, 90% and final.
2.10.1.8	Timing & movement schedules, including time of day plans as necessary for AM, PM mid-day and weekend periods.

2.11 MAINTENANCE OF TRAFFIC PLAN

- 2.11.1 The Engineer will prepare construction phasing information which will outline sequences of construction and traffic control.
- 2.11.2 Information contained in the contract documents will be in accordance with the requirements contained in the "State of Florida Manual on Traffic Controls and Safety Practices for Street and Highways Construction, Maintenance and Utility Operations."
- 2.11.3 The MOT plan will first be presented at the 60% design stage, in a preliminary and schematic format. More detail, if necessary, will be presented in subsequent design stages.

2.12 QUANTITIES ESTIMATION

2.12.1 The Engineer will compute the quantities of all materials required for construction and prepare a pay item schedule listing the various construction details.

2.13 COST ESTIMATE

2.13.1 The Engineer will furnish preliminary engineer's estimate of probable cost at the 90% and 100% stages.

2.14 SPECIFICATIONS

2.14.1 The Engineer will prepare Special Provisions to the project construction specifications, based on the Marion County standards. The extent of the Engineer's specifications will be as a supplement to the standard specifications.

2.15 PERMITTING

- 2.15.1 The Engineer will contact the Florida Department of Transportation, the St. Johns River Water Management District and the Florida Department of Environmental Regulation, and the Army Corps of Engineers to verify the extent of permit requirements for the services under direct design responsibility by the Engineer. The Engineer will also submit a N.O.I. The NPDES permit to be submitted by the contractor with coordination with the Engineer, under a separate agreement (Post-Design Services).
- 2.15.2 The Engineer and supporting sub-consultants will prepare applicable permit applications, calculations, drawings, reports and sketches, for submittal to the pertinent permitting agency.
- 2.15.3 The Engineer will follow the permitting process, provide support, respond to questions until approval of the permits. Since the Engineer can not guarantee approval of permits, the support included in this agreement shall be for a reasonable time and effort, as set forth by current standards of practice for Marion County and the State of Florida.
- 2.15.4 Marion County shall bear the cost of permit application fees and testing.

2.16 PLAN REVIEWS

- 2.16.1 The Engineer shall submit four (4) sets of prints of the plans to Marion County for review and comment at thirty (30), sixty (60) and ninety (90) percent stages of project completion. Final document submittal is covered under the Deliverables Section above.
- 2.16.2 Marion County may reproduce the four (4) sets as needed for their use and distribution.

2.17 SITE VISITS

2.17.1 The Engineer will conduct one (1) plan field-check site visits with county staff at the Initial, 30%, 60%, 90% and Final stages of plans completion. Additional site visits to meet with property owners or discuss property take shall be deemed as additional fees.

2.18 COORDINATION

- 2.18.1 The Engineer will coordinate the design effort with the County and other regulatory agencies such as FDOT and the WMD, and among design subconsultants.
- 2.18.2 The Engineer will attend coordination meetings, public meetings, as described in the Limits of Services section.
- 2.18.3 The Engineer will coordinate with Utility companies by making design plans available at the official submittal project stages of 30%, 60%, 90% and Final. Plans would be posted in PDF format at the Engineer's FTP site for retrieval by interested parties.

2.19 BIDDING SUPPORT

- 2.19.1 The Engineer will assist the County in bidding the project, selecting a contractor.
- 2.19.2 Coordinate with the County as to project advertisement and date selection.
- 2.19.3 Attend the pre-bid conference and answer design-related questions.
- 2.19.4 Attend conferences and utility coordinating meetings as described in the Limits of Services section, above.
- 2.19.5 Assist the County in preparing addendums to be issued by the County.
- 2.19.6 Review apparent low bidder bid sheet and prepare commentary for the County.
- 2.19.7 Open.

3 LIMIT OF SERVICES

- 3.1 Project limits is as follows: North 35th Street from U.S. 441 to C.R. 200A. Also including the right-of-way for side streets far enough to accommodate turn lanes as required by the traffic projections to the year 2035. Also including DRAs as identified in the final PED&R for 35th Street, as approved by the Marion County Board of County Commissioners (MCBCC).
- 3.2 Limit of Services is as follows: The scope of services provided under this agreement cover consultant services to the client from receipt of the NTP until the Bid Opening. Services after that event shall be part of a different agreement, for Post-Design Services.

3.3 Meetings

- 3.3.1 Attend up to two (2) public meetings, which could be Public Information Meetings or meetings at the MCBCC. The Engineer will provide a display suitable to discuss the project at the meetings.
- 3.3.2 Attend three (3) Utility Coordination Meetings. Meetings to be scheduled by the MCTD.
- 3.3.3 Attend the Pre-Bid Conference and assist MCTD to respond to questions and addendums.
- 3.3.4 Attend and conduct up to eight (10) monthly meetings for project updates, at the county engineering conference room. Meeting to be scheduled by the MCTD.
- 3.3.5 Attend meetings with regulatory agencies such as WMD, FDOT, as needed in support of permit applications.
- 3.4 Exclusions And Additional Services (Not Part Of This Agreement)
 - 3.4.1 Modifications to the scope of services may result in additional fees.
 - 3.4.2 Water and sanitary sewer systems.
 - 3.4.2.1 Design of water and sewer for this corridor is not part of this agreement.

3.4.2.2 This agreement includes services to attach design documents prepared buy others to the final bid documents.
3.4.2.3 It shall be the responsibility or the 3rd party designing the water and sewer system to coordinate their design with the Engineer.
3.4.2.4 Re-design of the Engineer's systems to resolve conflicts with design

by 3rd parties may result in additional fees.

- 3.4.3 Right-Of-Way Items Not Included In This Agreement:
 - 3.4.3.1 Parcel sketches to include the field work to set monuments for the take, legal description and a drawing in 11"x17" format. The entire parcel may be depicted, for reference purpose, from deed legal description.
 - 3.4.3.2 Parcel sketches preparation shall commence at the 90% design stage.
 - 3.4.3.3 Condemnation-related meetings, expert testimony and related services for ROW acquisition and/or condemnation are not included in the total fee for this agreement
 - 3.4.3.4 Right-of-way Items not included in the total fees for this agreement shall be billed on an hourly rate basis at the rates for this agreement.
- 3.4.4 Environmental studies, well closures, contamination mitigation studies.
- 3.4.5 Landscape Design.
- 3.4.6 Recovery and cataloging of archaeological artifacts, construction overview and related expenses, are not part of this contract due to their uncertain nature.
- 3.4.7 Geotechnical testing beyond that shown in the scope of services will require additional fees.
- 3.4.8 Aerial photography in addition to that supplied by MCTD.
- 3.5 Due to factors beyond the control of the Engineer, such as, economic activity in the area, cost of products, contractor work load, construction budget constraints and required and/or desired features for the project, the Engineer can not assume responsibility for the actual bid amounts received by Marion County.

---- END OF SCOPE OF SERVICES ----

EXHIBIT "B" FEE SCHEDULE

N.E. 35th STREET PHASE 1 IMPROVEMENT PROJECT FROM US HWY #441 TO CR 200A FOR THE MARION COUNTY BOARD OF COUNTY COMMISSIONERS

SUMMARY OF FEES AND EXPENSES

FINAL DESIGN	*************	 	 \$775,000
TOTAL DESIGN	N FEES (A Lump Sum)	 	\$775,000

HOURLY RATE SCHEDULE

The following rates are reduced by 10% from the original continuing services agreement.

PRINCIPAL \$ 175.50 / HR
PROJECT MANAGER \$ 162.00 / HR
PROJECT ENGINEER \$ 153.00 / HR
SENIOR ENGINEER \$ 144.00 / HR
STAFF ENGINEER \$ 112.50 / HR
PLANNER \$ 108.00 / HR
SENIOR DESIGNER\$ 108.00 / HR
DESIGNER TECHNICIAN \$ 67.50 / HR
DRAFTSPERSON \$ 54.00 / HR
STAFF ASSISTANT \$ 40.50 / HR
LANDSCAPE ARCHITECT \$ 108.00 / HR
SENIOR ENVIRONMENTAL SPECIALIST \$108.00 / HR
ENVIRONMENTAL SPECIALIST \$49.50 / HR
PROFESSIONAL SURVEYOR \$ 130.50 / HR
SURVEY CREW (2-PERSON) \$112.50 / HR
SURVEY CREW (3-PERSON) \$ 130.50 / HR
RIGHT-OF-WAY MANAGER \$ 117.00 / HR
ACQUISITION SPECIALIST\$ 99.00 / HR

NE 38th St - Phase 1 FROM US 441 TO CR 200A	GUERRA DEVELOPMENT CORPORATION HOURLY BREAKDOWN BY TASK																	
APRIL 5, 2009	PRINCIPAL	MANAGER		SENIOR ENGINEER	STAFF ENGINEER	PLANNER	SENIOR DESIGNER	DESIGNER/ TECHNICIAN		STAFF ASSISTANT		ENV. SPEC.		SURV CREV		MANAGER		TOT#_S
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