

TASK ORDER TO THE AGREEMENT

In accordance with the Civil Site Engineers for Miscellaneous Projects Agreement, approved by the Board of County Commissioners on June 6, 2023 (the "Agreement") for work within the scope of Solicitation 23Q-087-TO-70 NE 35th Street Phase 3 (from NE 25th Street to NE 36th Avenue), this Task Order to the Agreement (this "Amendment") is made and entered into between Guerra Development Corp. whose address 251 NE 3rd Street, Ocala, FL 34470, and possessing FEIN# 59-2610512 ("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 Engineers for Miscellaneous Projects under 23Q-087.
- 2. CONTRACTOR's services and performance will be in accordance with the scope of service and fee schedule, Exhibit A hereto. The total cost for the Project will not exceed Three Hundred Eighteen Thousand, Five Hundred Ninety Dollars and 00/100 Dollars (\$318,590.00). The Project shall reach substantial completion within Sixteen weeks from the receipt of the Purchase Order. 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.

IN WITNESS WHEREOF the parties have entered into this Amendment, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

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

\_\_\_\_\_  
GREGORY C. HARRELL, DATE  
MARION COUNTY CLERK OF COURT

\_\_\_\_\_  
CARL ZALAK III DATE  
CHAIRMAN

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

**BCC APPROVED:** May 19, 2026  
23Q-087-TO-70 NE 35th Street Phase 3 (from NE 25th Street to NE 36th Avenue)

\_\_\_\_\_  
MATTHEW G. MINTER, DATE  
MARION COUNTY ATTORNEY

WITNESS:

**Guerra Development Corp.**

\_\_\_\_\_  
SIGNATURE  
\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
BY: DATE

WITNESS:

\_\_\_\_\_  
PRINTED:

\_\_\_\_\_  
SIGNATURE  
\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
ITS: (TITLE)

## SCOPE OF SERVICES

### NE 35<sup>TH</sup> STREET PHASE 3 UPDATE FROM NE 25<sup>TH</sup> AVENUE TO NE 36<sup>TH</sup> AVENUE Approximately 1.1 Miles

FOR THE MARION COUNTY BOARD OF COUNTY COMMISSIONERS

February 6, 2026

Revised April 22, 2026

## PART ONE - GENERAL

### BACKGROUND

In 2015 GDC began work on the final design for the improvements to NE 35<sup>th</sup> Street Phase 3, from CR 200A to NE 25<sup>th</sup> Avenue, approximately 1.1 miles. The project was originally designed as a phase of the overall corridor for NE 35<sup>th</sup> Street, but as priorities changed for Marion County the project was not constructed.

The OCE intends to construct Phase 3 and has requested GDC to provide a scope of services to update the 11-year-old design, drawings and permits.

A preliminary review of the project status reveals that the water management district permit has expired, the bid documents package including the drawings requires a review and updates to ensure that original design assumptions are still valid, sketches of legal description for properties affected by the project are required, signalization and traffic assumptions need to be evaluated and updated, DRA sites need an updated environmental survey.

The scope of services below is intended to update the existing design and documents for bidding; It is not intended to reassess the approved alignment or redesign the project.

### PROJECT SCHEDULE

Project services shall be accomplished within the following time frames.

- Work to commence 90 days after receiving a purchase order (P.O.) from Marion County. Once the purchase order is received, GDC will update the project schedule with actual dates and provide to County. An updated project schedule will be provided with every pay request.
- Design Documents @ 100% complete and permit application, to be turned-in to OCE 12 weeks after receipt of purchase order.
- Design Documents @ Final stage, to be turned-in to OCE 16 weeks after receipt of purchase order. This time frame allows OCE 2 weeks to review and comment.

If unexpected issues develop which affect the project's time frame, the Engineer will notify OCE of the issue and the estimated effect on the time frame.

Changes to initial agreed upon schedule to be incorporated in the updated project schedule submitted with the pay request.

GDC will provide a Utility work schedule in coordination with all affected utility companies and County.

**PART TWO**  
**SPECIFIC SERVICES TO BE PROVIDED BY THE ENGINEER**  
**FOR FINAL DESIGN UPDATE**

Work involves updates to permit applications, reports, designs and documents suitable for permitting and construction of the project.

Deliverables consist of Plans at 100% and Final stage of completion to be delivered to the OCE in electronic PDF format for review by County, and Final Plans, including one (1) original certified reproducible set of construction drawings in 11"x17" format (The Record Set), a PDF version of all documents.

**TASK 1 – SURVEY**

The Engineer will update improvements within the design corridor and proposed DRAs. These include driveways, fire hydrants, gates and fences, power/light poles and culverts.

Additional survey of approximately 1,000 feet north and 1,000 feet south of the intersection at NE 36<sup>th</sup> Avenue to support a complete 4-lane intersection with a new signal and transitions back to 2 lanes.

Preparation of up to 45 sketches of legal description depicting acquisition of right of way, easements, drainage easements, temporary construction easements.

Opinions of Title will be obtained by OCE from a 3<sup>rd</sup> party, not in this agreement.

**TASK 2 - ROADWAY PLANS**

The Engineer will update the following drawings:

- Cover sheet.
- General project notes.
- Typical Sections.
- Existing drainage basins map with proposed DRA locations.
- Miscellaneous construction details.
- Plan and Profile drawings.
- Road cross sections at 100' (min.) intervals plus critical locations, such as driveways, cross drains and major drainage structures.
- Details necessary to clarify the intent of design.
- Erosion Control Plan.

ROW, Permanent easements and Temporary Construction Easements to be shown at the 100% stage, to be revised as needed during the remainder of the design.

Design a new 4-lane to 4-lane intersection with transitions to 2 lanes at NE 36<sup>th</sup> Avenue to prevent affecting the intersection a 2<sup>nd</sup> time when FDOT widens NE 36<sup>th</sup> Avenue. The extent of the design north and south of the intersection along NE 36<sup>th</sup> Avenue will be enough to include the length of transition, approximately 800 feet each direction.

The Update includes converting old computer models and CAD drawings to the current version of the software.

The update for drawings includes FDOT Index number references, design and construction standards,

verifying details are still applicable, update plans for addition or removal of pertinent improvements within the corridor.

Update drawings date and data (such as County personnel and contacts) updated.

### TASK 3 - DRAINAGE DESIGN

Site visits to proposed DRA sites to identify changes in existing conditions affecting the design.

Conveyance system as well as DRA drawings will be updated as described above.

Update details and drainage structures to current design standards.

Software and design requirements have changed since 2009. Drainage computer models will be re-developed as needed to secure WMD permit renewal.

Drainage report will be updated depicting latest conditions and current criteria. The original permit from the SJRWMD has expired.

This scope of services assumes that previous DRAs locations are still applicable. New DRA locations shall be considered additional services requiring surveys and reports for boundary, topo, environmental, cultural and archaeological.

### TASK 4 – EXISTING UTILITIES

The Engineer will verify that the existing utilities assumptions made in the original design are still applicable.

The Engineer will contact pertinent utility companies to verify the presence and location of existing utilities and to develop Utility work schedules. Companies to be contacted are telephone, cable, gas, power and the City of Ocala for power, water and sewer.

The Engineer will not locate underground utilities as part of this scope of services.

### TASK 5 - NEW UTILITY DESIGN AND PLANS

The Engineer will develop Utility Work Schedules and update drawings to depict the latest utilities and their location, as provided by the utility owner. Marion County will assist the engineer in this task to ensure that utility owners are responsive to requests for data from the Engineer in a timely basis.

### TASK 6 - SIGNAGE AND PAVEMENT MARKINGS PLANS

The Engineer will update drawings depicting signage and pavement markings.

### TASK 7 - SIGNALIZATION PLANS & TRAFFIC UPDATE

Traffic data is obsolete, the engineer will utilize the updated traffic counts and studies obtained under the Phase 2 contract, to design new turn lane queue lengths and update drawings. Note, turn lane adjustments will involve updating the plan and profile, cross sections, MOT plans, quantities and estimate.

Study update for turning movements will include Phase 1B, Phase 2 and Phase 3 of NE 35<sup>th</sup> Street.

The round-about-justification analysis for the intersections at NE 35<sup>th</sup> Street with NE 36<sup>th</sup> Avenue is part of the agreement for Phase 2.

This agreement is for conventional span-wire or Mast Arm signals at NE 25<sup>th</sup> Avenue. If the study

determines a roundabout is justified and OCE desires to proceed, a fee for the design of the roundabout with its related costs is presented as an option below. If OCE decides to proceed with roundabouts, a change order will be presented showing a deletion of the fee for the signal update and the addition of the roundabout fees.

Update traffic analysis data.

FDOT was expected to construct the intersection of NE 36<sup>th</sup> Avenue and NE 35<sup>th</sup> Street including a new traffic signal to serve the 4-lane intersection, but said improvements were never constructed.

Prepare a design and drawings for a new signal at NE 35<sup>th</sup> Street and NE 36<sup>th</sup> Avenue.

#### TASK 8 - MAINTENANCE OF TRAFFIC PLAN

The Engineer will revise the MOT plans to reflect updated site conditions.

#### TASK 9 - QUANTITIES ESTIMATION

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

#### TASK 10 – ESTIMATE OF PROBABLE COST

The Engineer will furnish an engineer's estimate of probable cost at the 100% stage of completion.

#### TASK 11 – SPECIAL PROVISIONS

The Engineer will update the Special Provisions to the project construction specifications.

#### TASK 12 – PERMITTING

The Engineer will seek re-approval of previously issued permits.

Marion County shall bear the cost of permit application fees and testing.

#### TASK 13 - PLAN REVIEWS

The Engineer shall submit one electronic copy in PDF format to Marion County for review and comment at the 90% and 100% percent stages of project completion. Final document submittal is covered under the Deliverables Section above.

County may reproduce plans as needed for their use and distribution.

#### TASK 14 - SITE VISITS

The Engineer's will conduct multiple site visits investigate applicability of original design assumptions. Meetings property owners is not part of this scope of services.

#### TASK 15 – COORDINATION

The Engineer will coordinate the design effort with the County, regulatory agencies, and design subconsultants.

This scope of services assumes that studies for contamination, geotechnical and cultural/archaeological are still valid and applicable, but the Environmental will required updating with new site visit and survey. In the event that the sub-consultant determines that a change in the corridor has occurred necessitating additional

studies and revisions to the original reports, the engineer will submit a change order to OCE.

The Engineer will coordinate with Utility companies by making design plans available at the official submittal project stages of 100%, and Final. Plans would be posted in PDF format at the Engineer's FTP site for retrieval by interested parties.

#### TASK 16 – ENVIRONMENTAL

Conduct updated environmental surveys for DRA sites.

Site visits and update report for environmental only. Mitigation for finding such as gopher tortoises, is not included in this agreement.

### **PART THREE LIMIT OF SERVICES**

#### **· ROUNDABOUT DESIGN OPTION – PER EACH MAJOR INTERSECTION ROUNDABOUT**

Should OCE decide to substitute a span wire or mast arm traffic signal design for a roundabout, a change order would be requested to delete the existing signal and add the following pay items.

1. Roundabout Design
2. Roundabout support work

The support work refers to necessary property and topo surveys, environmental study update for the additional right-of-way needed, changes to DRA and conveyance to address roundabout drainage, WMD permit modification.

Project limits are hereby defined as the proposed ROW for Northeast 35<sup>th</sup> Street from NE 25<sup>th</sup> Avenue to NE 36<sup>th</sup> Avenue, and DRAs as shown in the original design drawings.

#### **Exclusions And Additional Services (Not Part Of This Agreement)**

- Modifications to the scope of services may result in additional fees.
- Water and sanitary sewer systems.
  - Design of water and sewer for this corridor is not part of this agreement.
  - This agreement includes services to attach design documents prepared by others to the final bid documents.
  - It shall be the responsibility or the 3<sup>rd</sup> party designing the water and sewer system to coordinate their design with the Engineer.
  - Re-design of the Engineer's systems to resolve conflicts with design by 3<sup>rd</sup> parties may result in additional fees.
- 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.
- Environmental studies beyond those described in the scope above, including but not limited to well closures, and contamination mitigation studies.
- Landscape Design.
- Recovery and cataloging of archaeological artifacts, construction overview and related expenses, are not part of this contract due to their uncertain nature.
- Geotechnical testing is not included.
- Aerial photography.

Due to factors beyond the control of the Engineer, such as economic activity in the area, cost of products, contractor workload, construction budget constraints and required and/or desired features for

the project, the Engineer cannot assume responsibility for the actual bid amounts received by Marion County.

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

DRAFT

JN 26-03  
**NE 35th Street Phase 3 Update**  
 From NE 25th Avenue to NE 36th Avenue  
 28 January 2026  
 Rev. 22 April 2026  
 HOURLY RATE ----->

FEE BREAKDOWN TABLE v3								
PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER	SENIOR ENGINEER	CADD SENIOR TECH	CADD TECH	CLERICAL	SUB-CONSULTANT	TOTALS
\$ 245.00	\$ 210.00	\$ 170.00	\$ 125.00	\$ 110.00	\$ 90.00	\$ 60.00	N/A	

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER	SENIOR ENGINEER	CADD SENIOR TECH	CADD TECH	CLERICAL	SUB-CONSULTANT	TOTALS
1 - SURVEY & SKETCHES OF LEGAL DESCRIPTIONS	8	32	40	0	40	48	12	N/A	180
	1,960	6,720	6,800	0	4,400	4,320	720	52,000	\$76,920.00
2 - ROADWAY PLANS (UPDATE)	4	48	38	0	72	78	2	N/A	242
	980	10,080	6,460	0	7,920	7,020	120	4,500	\$37,080.00
3 - DRAINAGE DESIGN & REPORT ( UPDATE)	8	78	44	0	44	18	3	N/A	195
	1,960	16,380	7,480	0	4,840	1,620	180	0	\$32,460.00
4 - EXISTING UTILITIES (UPDATE)	2	16	8	0	32	8	6	N/A	72
	490	3,360	1,360	0	3,520	720	360	0	\$9,810.00
5 - NEW UTILITIES (UPDATE)	4	48	8	0	32	8	4	N/A	104
	980	10,080	1,360	0	3,520	720	240	0	\$16,900.00
6 - SIGNAGE AND PAVEMENT MARKINGS (UPDATE)	1	4	4	0	8	6	0	N/A	23
	245	840	680	0	880	540	0	0	\$3,185.00
7 - SIGNALIZATION & TRAFFIC UPDATE [ New Traffic Signal ]	2	40	24	0	92	36	4	N/A	248
	490	8,400	4,080	0	10,120	7,740	240	45,300	\$76,370.00
8 - MAINTENANCE OF TRAFFIC (UPDATE) [Includes New Transition on NE 36th Av ]	1	12	12	0	16	6	0	N/A	47
	245	2,520	2,040	0	1,760	540	0	0	\$7,105.00
9 - QUANTITIES ESTIMATION (NEW)	2	6	0	0	10	4	2	N/A	24
	490	1,260	0	0	1,100	360	120	1,200	\$4,530.00
10 - ESTIMATE OF PROBABLE COST (NEW)	3	8	0	0	4	0	2	N/A	17
	735	1,680	0	0	440	0	120	0	\$2,975.00
11 - SPECIAL PROVISIONS (NEW)	4	16	16	0	0	0	2	N/A	38
	980	3,360	2,720	0	0	0	120	0	\$7,180.00
12 - PERMITTING [ Renewal and modification ]	4	32	24	0	8	8	4	N/A	80
	980	6,720	4,080	0	880	720	240	0	\$13,620.00
13 - PLANS REVIEW	2	4	0	0	8	0	8	N/A	22
	490	840	0	0	880	0	480	0	\$2,690.00
14 - SITE VISITS	2	8	0	0	8	4	0	N/A	22
	490	1,680	0	0	880	360	0	0	\$3,410.00
15 - COORDINATION (WITH SUBS, COUNTY)	3	16	0	0	6	4	4	N/A	33
	735	3,360	0	0	660	360	240	0	\$5,355.00
16 - ENVIRONMENTAL (UPDATE)	4	16	4	0	8	4	4	N/A	12540
	980	3,360	680	0	880	360	240	12,500	\$19,000.00
<b>FEES</b>									
PERSONNEL HOURS	54	384	222	0	388	282	57	N/A	1,387
AMOUNT	\$ 13,230	\$ 80,640	\$ 37,740	\$ 0	\$ 42,680	\$ 25,380	\$ 3,420	\$ 115,500	\$318,590.00

\$318,590.00