

## TWELFTH 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 Twelfth 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 Fifty-Two Thousand, One Hundred Sixty-Five Dollars and Zero Cents (\$52,165) ("Agreement Price"), to the FIRM under COUNTY's established procedure and according to the Fee Schedule, Exhibit B, hereto.

### ATTEST:

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GREGORY C. HARRELL, DATE  
MARION COUNTY CLERK OF COURT

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

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MATTHEW G. MINTER, DATE  
MARION COUNTY ATTORNEY

### WITNESS:

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SIGNATURE

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PRINTED NAME

### WITNESS:

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SIGNATURE

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PRINTED NAME

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

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CARL ZALAK, III DATE  
CHAIRMAN

**BCC APPROVED:** January 20, 2026  
18Q-160-CA-12 SW/NW 80th/70th Ave. Widening  
Preliminary Engineering Report

### GUERRA DEVELOPMENT CORP.

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BY: DATE

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PRINTED:

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ITS: (TITLE)

EXHIBIT "A"

SCOPE OF SERVICES FOR

**SW 80<sup>th</sup> Avenue Segment 1 Final Design  
Amendment 5 (Preemptive Traffic Signal )**

From SW 90th Street to 0.5 miles north of SW 38<sup>th</sup> Street.

(APPROXIMATELY 4.9 MILES)

FOR THE MARION COUNTY BOARD OF COUNTY COMMISSIONERS

November 4, 2025

Rev. 11/25/25

Signed This 25th Day of November 2025 by,



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Juan C. Guerra, P.E.  
President  
**Guerra Development Corp.**  
2817 NE 3<sup>rd</sup> Street  
Ocala, FL 34470

## ***Project Understanding***

On September 25, 2023, GDC was retained to provide professional engineering services related to the design of SW 80<sup>th</sup> Avenue Segment 1 Project. The County and GDC are prepared to modify that agreement to add scope and fee for the following services:

1. The project will include design of a preemptive traffic signal at the intersection of SW 80<sup>th</sup> Avenue and the northernmost access for West Port High School.

## ***Scope of Services***

GDC will provide the services specifically set forth below.

### **Task 1 – Signalization Design and Plans**

- A. The ENGINEER will develop a set of signalization plans for the intersection of SW 80<sup>th</sup> Avenue and the northernmost access for West Port High School. The signalization plans will be incorporated into the overall roadway plan set. It is assumed that a new concrete strain pole layout with box configuration (not diagonal) will be implemented at the intersection. The signalization plans will specify controller location, controller peripherals, initial timings, detection equipment, conduits, cabling, pull boxes, traffic signal displays, and signs.
  - 1) The plan set will include the following sheets:
    - a. Signalization General Notes
    - b. Pay Item Notes and Summary of Quantities
    - c. Signalization Plans
    - d. Span Tabulation
    - e. Concrete Strain Pole Schedule
    - f. Guide Sign Work Sheet
- B. The ENGINEER will submit the signalization plans to the COUNTY for review. The ENGINEER will respond up to one (1) round of comments from the COUNTY.
- C. The ENGINEER will prepare a structural analysis per FDOT Standard Plans and Specifications to determine the design of the proposed concrete strain poles. The required depth, width, and reinforcement of the pole foundations will be specified. The structural analysis will be summarized in a calculations book provided with the 100% submittal.

## ***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 plans being completed within four (4) months of this amendment being approved by the Marion County Board of County Commissioners.

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

Exhibit B

<b>SW 80th Avenue Segment 1 Final Design Amendment 5 - Preemptive Traffic Signal</b> From SW 90th St to 0.5 mi. north of SW 38th St. (Approx. 4.9 Miles)										
25 Nov 2025		25	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 - SIGNALIZATION DESIGN AND PLANS		10	44	94	142	54	85	12		441
		2,500	7,700	14,100	17,750	4,050	5,525	540	0	\$52,165.00
										0
		0	0	0	0	0	0	0	0	\$0.00
FEES										
PERSONNEL HOURS		10	44	94	142	54	85	12	0	441
AMOUNT		\$ 2,500	\$ 7,700	\$ 14,100	\$ 17,750	\$ 4,050	\$ 5,525	\$ 540	\$ 0	\$52,165.00