

TASK ORDER TO THE AGREEMENT

In accordance with the Engineering and Design of Various Road Projects Agreement, approved by the Board of County Commissioners on (the "Agreement") for work within the scope of Solicitation 06Q-098-TO-03 NE 35th Street PER Phase 4, 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# 59-2615012 ("FIRM") 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 Engineering and Design of Various Road Projects under 06Q-098.
2. FIRM's services and performance will be in accordance with 06Q-098, Engineering and Design of Various Road Projects, Exhibit A – Scope of Services, and Exhibit B – Fee Schedule, hereto. The total cost for the Project will not exceed Six Hundred Eighty-One Thousand, Nine Hundred Forty and 00/100 Dollars (\$681,940.00). The Project shall be completed within eighteen (18) Months from Board Approval. 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.
3. All provisions of the Agreement not specifically amended herein shall remain in full force and effect.

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: August 18, 2026
06Q-098-TO-03 NE 35th Street PER Phase 4

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

Guerra Development Corp.

WITNESS:

BY: DATE

SIGNATURE

PRINTED:

PRINTED NAME

ITS: (TITLE)

WITNESS:

SIGNATURE

PRINTED NAME

Exhibit A - Scope of Services

Exhibit A of Standard Agreement between the Marion County Board of County Commissioners

And

Guerra Development Corporation
2817 NE 3rd Street, Ocala, FL 34470

SCOPE OF SERVICES FOR PRELIMINARY ENGINEERING SERVICES

Project:

NE 35th Street Preliminary Engineering Report – Amendment 1

Phase 4

**Phase 4: NE 35th St from 400' East of NE 36th Ave to East Silver Springs Blvd. and,
NE 55th Ave from 300' North of NE 35th St, south to SR 40**

approx. 3.1 miles

Side Streets: approx. 0.4 miles

Approximately 3.5 Miles Total

Marion County, Florida

6/26/26; REV. 7/6/26

Guerra Development Corp.
(Consultant)

By: _____

(Signature)

Juan C. Guerra, PE – President
(Print Name and Title)

Date: 7/6/2026

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PART I – PREAMBLE

1. DEFINITIONS

PROJECT=	NE 35 th Street Preliminary Engineering Report (PER) – Amendment 1
COUNTY=	Marion County
OCE=	Marion County Office of the County Engineer
PROPERTY=	Property containing the limestone mine known as the Clifton Mine
ENGINEER=	Prime Consultant for the PROJECT, Guerra Development Corp. and/or his duly authorized representative or sub-consultant.
PO=	Purchase Order
PER=	Preliminary Engineering Report
DRA=	Drainage Retention Area
NTP=	Notice to Proceed
ROW=	Right of Way
DEP=	Department of Environmental Protection
WMD=	Water Management District
FDOT=	Florida Department of Transportation
BM=	Survey Bench Mark
BOCC=	Board of County Commissioners for Marion County, Florida

2. PURPOSE

On April 17, 2007, the County retained Guerra Development Corp. to prepare a PER for the NE/NW 35th Street Corridor, extending from NE 36th Avenue west to CR 225A. County desires to add to the extent of the original PER by entering into the agreement described below as NE 35th Street PER Amendment 1.

The purpose of this Exhibit is to describe the scope of work and the responsibilities of Guerra Development Corporation, hereinafter called the ENGINEER (or Engineer) and Marion County, a political subdivision of the State of Florida, Office of the County Engineer, hereinafter called the COUNTY (or County), in connection with the completion of necessary Planning, Engineering and Environmental Studies, Public Involvement activities to prepare a Preliminary Engineering Report (PER) including conceptual design plans for the proposed improvements to NE 35th Street from approximately 500' east of NE 36th Avenue to SR 40 (Phase 4) and NE 55th from SR 40 to approximately 300' north of NE 35th Street, hereinafter called the PROJECT (or Project).

The PROJECT consists of corridors approximately 3.1 miles long total with laterally connecting roadways impacting the project approximately 0.4 miles long, for a total project length of 3.5 miles.

The ENGINEER will provide a PER in accordance with Marion County Standards, Marion County Land Development Code (LDC), modified Florida Department of Transportation (FDOT) standards, and other applicable local, federal, state agency and code requirements. The roadway will have a planned right-of-way of 120'-130' which will include a four (4) lane roadway with 12' lanes, a grassed median, bicycle lanes on each side of the roadway, and a 5' wide (minimum) sidewalk on both sides of the roadway. Alternate typical sections that meet COUNTY design criteria will be evaluated as a part of the PER. The proposed design speed will be 45 to 50 m.p.h. The PER is intended to culminate with approval of the alignment and typical section for the PROJECT by the Marion County Board of County Commissioners.

The ENGINEER will perform those engineering studies, designs and public involvement services, and technical reviews of the work associated with the development and preparation of the PER. The COUNTY will provide job specific information and/or functions as outlined in this agreement, hereinafter called the CONTRACT.

During the development of the PER, it will be necessary for the ENGINEER to have access to the proposed roadway corridor alignment for site evaluations, environmental evaluations, geotechnical investigations, etc. The COUNTY will secure, to best extent possible, all necessary permissions, easements, agreements, etc. needed to allow access to the ENGINEER equal to the access that is available on a normal and typical roadway planning project.

As part of this contract, COUNTY agrees to engage the ENGINEER to provide the final design including surveying, roadway design, permitting, right-of-way support services, and post-design services consistent with the preferred alternative identified in the PER under a separate contract. The fee for these services will be negotiated for a fair, competitive and reasonable cost, considering the scope and complexity of the project(s). A supplemental agreement adding the additional services will be executed at the appropriate time.

PART II – PRELIMINARY ENGINEERING REPORT

1. GENERAL/PROJECT ADMINISTRATION

The ENGINEER will prepare the PER. This work effort includes public involvement, engineering, archaeological and environmental reports necessary to complete the PER.

The project administration activities are based on an 18 month contract period following Notice to Proceed by the COUNTY. The activities that will be undertaken include the following:

- A. *Project Setup*: the ENGINEER will establish project files, project work plan, initiate accounting system, and engage sub-consultants.
- B. *Project Schedule*: the ENGINEER will provide a schedule of calendar deadlines within 10 days of Notice to Proceed and will provide updates to the schedule through the life of the CONTRACT.
- C. *Monthly Progress Meetings*: The ENGINEER will meet with the COUNTY to review the progress of work and to conduct project reviews. This is limited to a total of 16 such meetings over the life of the CONTRACT.
- D. *Progress Reports and Invoices*: The ENGINEER will prepare a monthly progress report to be included with the monthly invoice.
- E. *Adjacent Project Coordination*: the ENGINEER will coordinate with the consultants working on public works projects adjacent to the PROJECT, such as design work at FDOT intersections.

2. PUBLIC INVOLVEMENT

- A. *Stakeholder Meetings*: The ENGINEER will prepare for and attend one meeting with specific affected land owners and/or stakeholders. Public meetings, BOCC workshops, etc. are covered under a separate section. A preliminary list of stakeholders includes the Ocala/Marion County TPO, representatives from large adjacent developments, City of Ocala, FDOT. The actual list of stakeholders will be developed in conjunction with COUNTY staff.
- B. *Neighborhood Meeting*: The ENGINEER will prepare for and attend one public neighborhood meeting after study alternatives have been developed. The purpose of the meetings is to inform and obtain feedback from the public on the developed alternatives. This meeting will be combined with the meeting for Phase 5 of the same project (NE 55th Avenue from SR 40 to CR 326). For the neighborhood meeting, the ENGINEER will prepare and provide the following items.
 - 1. All elements of the multi-media presentation
 - 2. Handouts
 - 3. Graphics for presentation
 - 4. Meeting equipment set-up and tear-down
 - 5. Legal and/or display advertisements. (The COUNTY will pay the cost of publishing.)
 - 6. Public officials and affected regulatory agency (Agency) letters: The ENGINEER will prepare and mail the letters (see below, property Owners Letters). The ENGINEER will pay for first class postage. At the COUNTY's discretion, the ENGINEER will e-mail letters in lieu of U.S. Mail.
 - 7. Property owner letters: The ENGINEER will obtain a list of the names and addresses of the property owners, whose property will be required for the project, from county property appraiser GIS information. The ENGINEER will prepare and mail the letters approved by County. The ENGINEER will pay for first class postage.

8. Summary notes of meetings to be provided to the COUNTY no later than 30 business days after the meeting.
9. Draft responses to comments to be provided to the COUNTY.
10. Briefing and debriefing of COUNTY staff

The ENGINEER will investigate potential meeting sites to advise the COUNTY on their suitability. The County will secure the site and directly pay all costs for meeting site rental and insurance.

- C. *Miscellaneous Meetings:* The ENGINEER will prepare for and attend up to 2 formal meetings with the COUNTY and/or the COUNTY's Board of County Commissioners (BOCC) to provide project updates as outlined below.
1. One Agency kickoff meeting, County staff, utility company representatives, and Agency representatives to discuss the project and request input from attendees regarding potential modification and/or relocation of facilities within the corridor (the "Kickoff Meeting"). The ENGINEER will circulate meeting notes to all participants following the Kickoff Meeting.
 2. One BOCC Meeting to provide a presentation of the final recommendations within the PER for BOCC consideration and approval of the preferred alternative to move into the design phase of the project.

3. ENVIRONMENTAL AND CULTURAL ANALYSIS AND REPORTING

A. Analysis and Reports

ENGINEER and/or his sub-consultants will conduct an analysis to document the natural, physical and cultural resources within the proposed alignment and potential DRA sites. The scope is divided into the following sub-tasks: Natural resources (wetlands, endangered and threatened species, water quality, managed lands and sensitive uplands); Physical Resources (potential contamination); and Cultural Resources (historic and archaeological resources). The COUNTY will be responsible for obtaining permission from property owners for any access to their property necessary to perform the environmental evaluations. It is assumed that noise and air quality impact analysis are not required; these studies can be provided as an additional service if desired by the COUNTY.

The study and report will include Phase 4 (this project) and Phase 5 (separate contract) and will be included in the PER for each project in its entirety as an appendix. The site visits for the studies will be performed for both projects at the same time to minimize travel and mobilization time.

The study area includes a corridor approximately 250 feet wide centered on the existing roadway centerline and potential DRA sites identified by the ENGINEER. At the time of entering into this agreement, the exact number of potential DRA sites can't be known. The ENGINEER assumes that there will be up to 5 DRA sites which will be listed as potential DRAs servicing this corridor.

B. Natural Resources Assessment

ENGINEER will conduct a Natural Resource Assessment to identify wetlands and surface waters and upland habitats (including potential sensitive habitats) in the project area and will evaluate the potential for usage by endangered and threatened species (listed species).

In preparing this assessment, the ENGINEER will conduct the following tasks:

1. Review readily available natural resource documentation, previous environmental studies, soils map, Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) maps and listed species information;
2. Request information from the Florida Natural Areas Inventory (FNAI) and the Florida Fish and Wildlife Conservation Commission (FWC) regarding known occurrences of listed species on and in the vicinity of the subject property;
3. Two biologists will conduct site reconnaissance to ground truth the database information;
4. Map habitat types, including wetlands, on an aerial photograph and document signs of listed species usage during site reconnaissance.

C. Potential Contamination Screening

1. The ENGINEER will conduct a contamination screening. This will include acquiring a database of petroleum and hazardous material sites that have either had spills or leaks or store, handle, and dispose of materials. The database will be screened for sites that could impact the project and create a "short list" of those sites. Sites on the list will be researched further to determine if there is impacted material that may be encountered during the corridor expansion.
2. The ENGINEER will also conduct a visual inspection of the corridor to ground truth the sites identified above and sites that may be not have made the short list but have the potential to impact the corridor.
3. An aerial review of the potential DRA sites will be addressed once the ponds are located. A visual inspection of these sites will be performed in accordance with earlier section above.

D. Cultural Resources

ENGINEER will perform a Phase 1 Cultural Resource Assessment Survey (CRAS) of the proposed corridor alignment. The Phase I CRAS will consist of archaeological fieldwork and a historic structure survey, the results of which will be presented in a Phase I CRAS report that meets the guidelines of the FDOT PD&E Manual, FDOT Cultural Resource Management Handbook and Chapter 1A-46 of the Florida Statutes. The field methods will follow the recommendations presented in Chapter 3 (Site Identification) of the FDOT Cultural Resource Management Handbook and Section 2 (Cultural Resource Assessment Surveys) of the FDHR's Cultural Resource Management Standards & Operations Manual. A Phase I CRAS is designed to identify and evaluate cultural resources within a project's Area of Potential Effect (APE). Should additional work (Phase II Site Assessment, Determination of Eligibility, Section 106 Case Report, etc.) be requested by the State Historic Preservation Officer (SHPO) or other Agency subsequent to the review of the Phase I CRAS results, such work will be provided as an additional service.

E. Environmental and Cultural Documentation

ENGINEER will prepare a Technical Memorandum, included in the PER, summarizing the findings as well as permit requirements and additional surveys or evaluations required, if applicable. These additional (not part of this scope of services) services could include wetland delineation, additional listed species surveys, Phase I or Phase II Environmental Site Assessments or archaeological or historical surveys. The report will include the following exhibits: location map, quadrangle map, soils map, Florida Land Use, Cover, and Forms Classification System (FLUCFCS) map, potential contamination sites map and listed species data map (if applicable).

4. ENGINEERING ANALYSIS AND REPORTING

A. Design Traffic Analysis

The ENGINEER will perform a design traffic analysis to evaluate the purpose and need of the project and establish the basic design requirements for roadway typical section, intersection design, and Equivalent Single Axle Loads (ESALs) for pavement design.

The report will include Phase 4 (this project) and Phase 5 (separate contract) and will be included in the PER for each project in its entirety as an appendix. The site visits for the studies will be performed for both projects at the same time to minimize travel and mobilization time.

1. **Data Collection:** The ENGINEER will obtain existing traffic data from the COUNTY and FDOT. The ENGINEER will collect AM and PM peak hour turning movement counts at the following intersections:
 - a. NE 35th St at NE 55th Ave (Baseline Rd) (part of Phase 4)
 - b. NE 60th Court at SR 40 (part of Phase 4)
 - c. NE 55th Avenue (Baseline Rd) at E Silver Springs Blvd (part of Phase 4)
 - d. NE 35th St at NE 48th Ter
 - e. NE 35th St at Lindale Mobile Home Park (West Driveway)
 - f. NE 35th St at Lindale Mobile Home Park (East Driveway)
 - g. NE 35th St at NE 58th Ave

2. *Traffic Forecasting:* The ENGINEER will develop Average Daily Traffic (ADT) and Design Hour Volume (DHV) for the present year, the opening year (2030), ten years (2040) and twenty years (2050). The ENGINEER will utilize the existing traffic data obtained and future traffic projections developed through transportation modeling using the Central Florida Regional Planning Model (CFRPM).

ENGINEER will prepare for and attend one meeting with Marion County traffic engineering staff to reach consensus on the details of the traffic study forecast methodology.

The traffic projections will be used during the study of conceptual design alternatives and for the analysis of any impacts. In addition, the ENGINEER will perform roadway segment and intersection capacity analyses of the following major intersections along the corridor:

- a. NE 35th Street at NE 55th Avenue (Baseline Rd)
- b. NE 60th Court at SR 40
- c. NE 55th Avenue (Baseline Rd) at SR 40
- d. NE 35th St at NE 48th Ter
- e. NE 35th St at Lindale Mobile Home Park (West Driveway)
- f. NE 35th St at Lindale Mobile Home Park (East Driveway)
- g. NE 35th St at NE 58th Ave

Intersection geometry (turn bays and turn bay lengths) and control (traffic signal, roundabouts, stop-control) that optimizes traffic conditions consistent with the County Comprehensive Plan and County Engineering standards will be provided for the intersections for opening year and design year traffic conditions. This agreement assumes that FDOT will install a roundabout at the intersection of SR 40 and NE 55th Ave.

3. Equivalent Single Axle Loadings (ESAL) will be provided for pavement design consistent with FDOT and AASHTO procedures.
4. *Design Traffic Report:* The ENGINEER shall document results and recommendations from the design traffic analysis in a technical memorandum that will be a part of the PER.

B. Access Management

The ENGINEER will investigate access management and, if warranted, prepare an access management plan that will address driveway and median opening locations throughout the corridor. The projected traffic volumes will be utilized to determine proposed turn lane lengths. The access management plan will also evaluate the access management needs, geometry, and control for the new intersections.

C. Drainage Analysis

The ENGINEER will perform preliminary drainage design to determine potential outfall locations and preliminary sizes (volume and area) of required detention and/or retention facilities for storm water treatment and attenuation. The location and size of potential detention/retention areas will be determined. When warranted at a specific drainage basin, and at the discretion of the Engineer, 2 pond location options will be identified using available aerial topographic maps, property maps and visual examination of candidate sites.

The drainage analysis will include evaluation of existing Marion County-Owned ponds to determine whether they have remaining capacity to accommodate any additional impervious area from the proposed improvements. Existing information on the ponds will be obtained from the COUNTY. Published soil data will be used to estimate the proposed pond size.

At the time of entering into this agreement, the exact number of potential DRA sites can't be known. The ENGINEER assumes that there will be up to 5 DRA sites which will be listed as potential DRAs servicing this corridor. The number of potential DRA sites impacts the amount of work related to Environmental, Cultural, Geotechnical and preliminary design. More DRA locations will result in additional fees not covered under this agreement.

The ENGINEER will prepare for and attend one meeting with the Saint Johns River Water Management District (SJRWMD) to discuss the project.

The ENGINEER will prepare a Pond Siting Report for the project in accordance with SJRWMD and COUNTY regulations as applicable. The Pond Siting Report will be included as an Appendix of the PER.

D. Geotechnical Evaluation

ENGINEER, will perform an evaluation of the existing pavement and proposed pond locations.

Existing pavement will be evaluated for potential use as subgrade material. Up to 6 pavement cores will be collected to determine the condition and thickness of the existing pavement structure; representative cores within existing roadways will be performed to a depth of six feet. Sampling will be distributed with up to 4 on NE 35th Street and up to 2 on NE 55th Avenue.

Published soil data will be used to estimate the performance of the proposed drainage retention areas to be identified in the report. Up to 4 Soil borings to depths of 14 feet below existing site grade will be collected to verify ambiguous data in specific areas at the discretion of the Engineer. Collected data will be recorded and included in the PER.

The report will include Phase 4 (this project) and Phase 5 (separate contract) and will be included in the PER for each project in its entirety as an appendix. The site visits for the studies will be performed for both projects at the same time to minimize travel and mobilization time.

E. Utility Coordination

The ENGINEER will coordinate with affected utility companies during development of the recommended build alternative in order to identify and minimize utility conflicts. The ENGINEER will provide the concept plans for the recommended build alternative to all utility companies within the corridor for markups of their existing utilities, planned utilities, and potential impacts. The COUNTY or individual utility companies will designate the existing utilities within the project limits. Based on the coordination with the utility companies along the project, the ENGINEER will prepare a summary of all utility impacts to existing and proposed utilities within the PER. Impacts to utilities will be evaluated in the concept plan development.

As part of this task the ENGINEER will prepare, based on information provided by the utility companies, a Utility work set for the purpose of having utility companies acknowledge the scope and expected impact of the project on the utilities, existing and proposed.

F. Railroad Crossing Evaluation

The ENGINEER will evaluate the railroad crossing located approximately 1,800 feet east of NE 36th Avenue to investigate the feasibility of an at-grade crossing versus a grade separation; the Engineer will seek input from the owner of the railroad crossing and present a recommendation as part of the PER.

5. CONCEPT PLANS

A. Right-of Way Records Research and Field Verification

1. The ENGINEER will obtain information from the COUNTY Office of the County Engineer (OCE), COUNTY Property Appraiser's Office and the COUNTY Clerk of Courts to acquire record evidence of parcel ownership and COUNTY right-of-way within the project area.
2. At the discretion of the ENGINEER, limited field verification will be conducted to validate found research data at representative locations for improvements, property limits and existing ground elevations.
3. Segments of the corridor lacking record sets of plats or other right-of-way and property boundary information, will be surveyed to establish a property line base map of higher-reliability of property and right-of-way location.

Supporting survey field and office work includes:

- a. Establish referenced vertical and horizontal control points at ± 1000 feet intervals on NAVD 1988 (vertical) Datum & NAD 1983 (1990 adjustment) (horizontal) Datum through project.
- b. Boundary survey of approximately 10 abutting sections to determine section line intersections and to determine existing property lines where abutting legal description are based on fractional descriptions. Together with location of recovered monumentation along existing right of way.
- c. Research available information including: legal descriptions and recorded plats along corridor, obtain any right of way maps available from FDOT and generate existing property line map in Autocad format.
- d. Property line base map is based on recovered monumentation whose horizontal position was determined during field work, together with legal descriptions obtained from the Marion County Property Appraisers web site. (No title search included in this agreement).

B. Existing Roadway Characteristics

The corridor study area will be reviewed in the field to evaluate the constraints and opportunities within the corridor. Issues to be reviewed include the following:

1. Alignment and grades of existing roadways;
2. Access points along the corridors;
3. Proximity of structures, treatment plants, and other features.

C. Typical Section Analysis

The ENGINEER will develop up to 2 appropriate major and up to 2 minor build typical section alternatives for the project which may address long segments of the roadway as well as localized characteristics. The typical sections will include COUNTY and FDOT standard typical sections, and any typical sections that may result in minimizing right-of-way, and incorporating context sensitive solutions.

The ENGINEER will document design criteria to be used for developing conceptual plans. The Design Standards will be identified in accordance with current COUNTY and FDOT (as appropriate) design procedures, policies and standards. The COUNTY will approve the design criteria and typical sections prior to developing a cost estimate for alternative alignments.

D. Access Management

The ENGINEER will determine the access management standard to be applied to the project per applicable COUNTY and State standards. The proposed access management plan will be presented as part of the public involvement process. The proposed access management plan will include recommendations for access management along the study/design corridor at pertinent locations.

E. Alternatives Analysis

- F. The ENGINEER will develop and evaluate alternative alignments for the proposed build typical section. The report will include a recommended alignment and one alternate alignment.

G. Conceptual Layout Alternatives

The ENGINEER will develop a Computer Aided Design and Drafting (CADD) base map that includes existing characteristics as obtained from readily available information. The base map information shall be compatible for use on aerial photography used for public hearing presentations, corridor maps, and concept plans.

The ENGINEER will prepare alternative concept layouts for the viable alternatives to be utilized in the public involvement meetings and alternatives analysis. Up to two alternatives are assumed.

The deliverable for this work will be a Conceptual Alignment Map. All alignments will be shown on one map, which may consist of multiple plates to effectively cover the corridor study area.

H. Recommended Alternative Concept Plans

The ENGINEER will prepare 11"X17" signed and sealed concept plans for the recommended alternative. The concept plans will depict horizontal geometry for the recommended alternative to approximately the 30% design level and a recommended typical section.

I. Opinion of Probable Cost

The ENGINEER will prepare preliminary opinions of probable cost including right-of-way acquisition and construction costs for each design alternative. Estimation of damages will be conducted in cooperation between ENGINEER and the Marion County Right of Way Agent.

6. PRELIMINARY ENGINEERING REPORT

A single PER will be prepared that will summarize the information developed for the project. This report will document the effort undertaken leading to the selection of the preferred alignment and the development of the Conceptual Improvement Plans. The PER will be prepared in 11"X17" format and will include:

1. Summary of all engineering and environmental tasks
2. Summary of public involvement activities
3. Summary of the advantages and disadvantages of each alternative by phase
4. Summary of the estimated costs for each alternative by phase
5. Conceptual plans for the Recommended Alternative by phase
6. Review comments will be saved to be presented if requested

A Draft PER will be prepared for review by the COUNTY. Comments on the Draft PER will be incorporated into a final signed and sealed PER.

PART III – SCHEDULE AND COMPENSATION

The ENGINEER will undertake this work upon receipt of Notice-To-Proceed, or issuance of an approved purchase order for the project, herein called the Start. It is assumed as part of this contract that Phase 4 and Phase 5 will be authorized by the County to proceed concurrently. Work will be completed according to the following schedules:

1. PRELIMINARY ENGINEERING REPORT – 18 Months from the Start

A detailed schedule in Microsoft Office and PDF format will be provided to the COUNTY by ENGINEER at the Kickoff Meeting.

2. COMPENSATION

ENGINEER will submit monthly invoices for work performed to date to OCE along with a brief status report.

This is a lump sum agreement, to be billed as a percent complete of each major task, as shown in the Fee Breakdown Table, a document separate from this Scope of Services.

PART IV – MISCELLANEOUS

1. GOVERNING REGULATIONS

The services performed by the ENGINEER will be in compliance with applicable COUNTY and FDOT standards and guidelines. The current edition at the start of the project, including updates, of the following references and guidelines will be used in the performance of this work.

- A. Florida State Statutes
- B. Florida Administrative code
- C. Marion County Land Development Code
- D. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (FDOT Greenbook)
- E. FDOT Roadway Traffic and Design Standards
- F. FDOT Drainage Manual

- G. AASHTO's "A Policy on Geometric Design of Highways and Streets"
- H. Florida Manual on Uniform Traffic Studies (MUTS)
- I. Manual on Uniform Traffic Control Devices (MUTCD)
- J. Highway Capacity Manual
- K. AASHTO Guide for Bicycle Facilities Design
- L. FDOT Quality /Level of Service Handbook
- M. FDOT Basis of Estimates

2. 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.

3. 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 CONTRACT.

The Quality Control Plan is one utilized by the ENGINEER as part of their normal operation or it may be one specifically designed for this project.

4. SUBMITTALS

The ENGINEER will provide copies of the required documents as listed below. Up to three (3) copies and one electronic copy will be submitted to the COUNTY.

Summary of Deliverables:

- A. Design Traffic Report
- B. Pond Siting Technical Memorandum
- C. Preliminary Environmental and Cultural Resources Assessment Technical Memorandum
- D. Draft PER (incorporating the technical memoranda as Appendices)
- E. Final Signed and Sealed PER (incorporating the technical memoranda as Appendices)
- F. Alternatives Alignment Maps by phase
- G. Presentation Materials: Power Point (if any), comment cards, material shown in presentation boards
- H. Signed and Sealed Conceptual Plans for Recommended Alternative (11"X17") by phase

5. OPTIONAL SERVICES NOT PART OF THIS AGREEMENT

Noise study and/or mitigation.

Parcel sketches with legal description for possible early acquisition.

Phases 4 and 5 authorized at different times (not concurrently).

A lighting justification report is not part of this agreement.

Investigations, survey and studies (Environmental, cultural, geotechnical, preliminary design) for potential DRA sites in excess of 5 shall be considered additional services.

Exhibit B - Fee Schedule

NE 35th Street PER - Amendment 1 (Phase 4) Phase 4: NE 35th St (NE 36th Ave to SR 40) And, NE 55th Av from NE 35th St to SR 40 Approximately 3.5 Miles total 3/12/2026; Rev. 5/22/26; Rev. 6/15/26; Rev. 7/6/26 HOURLY RATE ----->	GUERRA DEVELOPMENT CORPORATION HOURLY BREAKDOWN BY TASK											
	PRINCIPAL ENGINEER	PROJECT MANAGER	P.E. ENGINEER	STAFF ENGINEER	CADD DESIGNER	CADD TECHNICIAN	CLERICAL	PLS&M SURVEYOR	2-PERSON SURV. CREW	SURVEY TECHNICIAN	SUB- CONSULTANT	TOTALS
	\$ 245.00	\$ 210.00	\$ 170.00	\$ 125.00	\$ 110.00	\$ 90.00	\$ 60.00	\$ 150.00	\$ 130.00	\$ 90.00		
	TASK DESCRIPTION											
TASK 1 - GENERAL PROJECT ADMINISTRATION	20	68	40	20			72					220
	4,900	14,280	6,800	2,500	0	0	4,320	0	0	0		\$ 32,800
TASK 2 - PUBLIC INVOLVEMENT	12	36	16	30	30	30	28					182
	2,940	7,560	2,720	3,750	3,300	2,700	1,680	0	0	0	4,000	\$ 28,650
TASK 3 - ENVIRONMENTAL AND CULTURAL	8	40	12	20	32	40	24	8	40	12		236
	1,960	8,400	2,040	2,500	3,520	3,600	1,440	1,200	5,200	1,080	32,000	\$ 62,940
TASK 4 - ENGINEERING ANALYSIS & REPORTING												
SUBTASK 4.A - DESIGN TRAFFIC ANALYSIS	6	52	54	84			42					238
	1,470	10,920	9,180	10,500	0	0	2,520	0	0	0	51,500	\$ 86,090
SUBTASK 4.B - ACCESS MANAGEMENT	6	46	44	38	44	52	22					252
	1,470	9,660	7,480	4,750	4,840	4,680	1,320	0	0	0	5,000	\$ 39,200
SUBTASK 4.C - DRAINAGE ANALYSIS	22	200	210	140	176	186	24	40	62	92		1152
	5,390	42,000	35,700	17,500	19,360	16,740	1,440	6,000	8,060	8,280		\$ 160,470
SUBTASK 4.D - GEOTECHNICAL EVALUATION	4	10	30	28	12	12	12					108
	980	2,100	5,100	3,500	1,320	1,080	720	0	0	0	30,000	\$ 44,800
SUBTASK 4.E - UTILITY COORDINATION	4	12	30	20	32	42	14	3	24	18		199
	980	2,520	5,100	2,500	3,520	3,780	840	450	3,120	1,620	0	\$ 24,430
SUBTASK 4.F - RAILROAD CROSSING EVALUATION	12	72	72	78	68	76	32	16	24	24		474
	2,940	15,120	12,240	9,750	7,480	6,840	1,920	2,400	3,120	2,160	14,000	\$ 77,970
TASK 5 - CONCEPT PLANS	8	56	72	24	174	174	32	10	0	40		590
	1,960	11,760	12,240	3,000	19,140	15,660	1,920	1,500	0	3,600	0	\$ 70,780
TASK 6 - PRELIMINARY ENGINEERING REPORT	10	76	32	32	110	110	44	4	0	8		426
	2,450	15,960	5,440	4,000	12,100	9,900	2,640	600	0	720	0	\$ 53,810
FEES												
PERSONNEL HOURS	112	668	612	514	678	722	346	81	150	194	0	4077
AMOUNT	\$ 27,440	\$ 140,280	\$ 104,040	\$ 64,250	\$ 74,580	\$ 64,980	\$ 20,760	\$ 12,150	\$ 19,500	\$ 17,460	\$ 136,500	\$ 681,940