

PROJECT AMENDMENT TO THE AGREEMENT

In accordance with the Engineering and Design of Various Road Projects Agreement, approved by the Board of County Commissioners on April 17, 2007 (the "Agreement") for work within the scope of Solicitation 06Q-098-PA-10A NE 35th Street PH 1B - Final Design Services, this Project Amendment to the Agreement (this "Amendment") is made and entered into between Guerra Development Corp. whose address is 2817 NE 3rd St., Ocala, FL 34470, and possessing FEIN# 59-2615012 ("Engineer") 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. Engineer'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 Two Hundred Twelve Thousand Seven Hundred Seventy Five Dollars (\$212,775). The Project shall be complete upon final approval of all work by the County. 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 Engineer. The Work may be presumed abandoned after ninety (90) days if Engineer 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. This Amendment adds the following provisions to the Agreement:

Notices. Except as otherwise provided herein, all written communication between the parties, including all notices, shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid and if hand delivered, upon personally handing same to the party to whom the notice of other communication is addressed with signed proof of delivery. If otherwise delivered, notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All parties certify that each has software capable of sending electronic mail read receipts to the other. Any party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time.

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If Engineer agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, Engineer may designate up to two (2) e-mail addresses: jcg@guerracorp.net and lvg@guerracorp.net. Designation signifies Engineer's election to accept notices solely by e-mail.

Governmental Entity. FIRM acknowledges that in light of COUNTY being a governmental entity, this

ATC is needed and shall govern the Agreement.

Material Term; Conflict. This ATC is a material term of the Agreement and same is relied upon by COUNTY in entering into the Agreement. A breach of this ATC is a material breach of the Agreement. The Parties expressly agree that notwithstanding anything to the contrary set forth in the Agreement, in the event of a conflict or inconsistency between the terms of this ATC and those of the Agreement, the terms of this ATC shall govern.

Prompt Payment Act. FIRM acknowledges that notwithstanding anything to the contrary set forth in the Agreement, COUNTY's obligations and responsibilities for payment and non-payment under the Agreement, including, but not limited to, the accrual of interest thereon if any, are governed by Chapter 218, Part VII, Florida Statutes, Local Government Prompt Payment Act (2023).

Tax Exempt. Notwithstanding anything to the contrary set forth in the Agreement, FIRM acknowledges receipt of COUNTY's Consumer Certificate of Exemption from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

Public Records Laws; Confidential and Exempt. Notwithstanding anything to the contrary set forth in the Agreement, FIRM acknowledges COUNTY's duties under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2023), to provide public access to COUNTY's records and to hold them open for personal inspection and copying by any person. FIRM acknowledges that the Parties are required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, with regard to the Agreement and FIRM affirms that said laws supersede any contrary or inconsistent terms of the Agreement. As such, notwithstanding anything to the contrary set forth in the Agreement, the definitions of "Confidential" and/or "Proprietary" information, the Parties' abilities and obligations to disclose same, the methods for such disclosure, and the remedies, if any regarding same, shall be determined solely according to Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as those laws may be amended from time to time.

Public Records Obligations. If, under the Agreement, FIRM is providing services and is acting on behalf of COUNTY as provided under Section 119.011(2), Florida Statutes (2023), FIRM, shall:

- A. Keep and maintain public records required by COUNTY to perform the service;
- B. Upon request from COUNTY's custodian of records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if FIRM does not transfer the records to COUNTY; and,
- D. Upon completion of the Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the service. If FIRM transfers all public records to COUNTY upon completion of the Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon completion of the Agreement, FIRM shall meet all applicable requirements for retaining public records. All

records stored electronically must be provided to COUNTY upon request from COUNTY's custodian of public records in a format that is compatible with the information technology systems of COUNTY.

Unilateral Termination. If FIRM fails to provide the public records to COUNTY within a reasonable time or otherwise fails to comply with this Section, FIRM may be subject to penalties under Section 119.10, Florida Statutes (2023) and may be subject to unilateral cancellation of the Agreement by COUNTY.

Public Records Questions Contact.

IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), TO FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations, 601 SE 25th Ave., Ocala, FL 34471

Phone: 352-438-2300 Fax: 352-438-2309

Email: PublicRelations@MarionFL.org

Annual Appropriations. FIRM acknowledges that during any fiscal year COUNTY shall not expend money, incur any liability, or enter into any agreement which, by its terms, includes the expenditure of money in excess of the amounts budgeted as available for expenditure. COUNTY's performance and obligation to pay FIRM under the Agreement are contingent upon annual appropriation being made for that purpose. If during the term of the Agreement, COUNTY does not make an annual appropriation necessary to continue its performance under the Agreement, COUNTY may terminate the Agreement upon the expiration of the funded fiscal year.

E-Verify pursuant to § 448.095, Fla. Stat. Section 448.095, Florida Statutes (2023), requires FIRM to be registered and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into the Agreement unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of the Agreement.

- A. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.
- B. FIRM has agreed to perform in accordance with the requirements of this Section and agrees as follows:
 - 1. It certifies and assures COUNTY that FIRM is currently in full compliance with Section 448.095, Florida Statutes (2023), it is registered and uses the E-Verify System to verify work authorization status of all newly hired employees.
 - 2. COUNTY shall immediately terminate the Agreement if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), Florida Statutes (2023), that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
 - 3. When FIRM enters into a contract with an employee, a FIRM or a subFIRM, FIRM shall obtain from that contracting party ("Contracting Party") an affidavit stating that the Contracting Party does not employ, contract with, or subcontract with an unauthorized alien.

4. FIRM shall maintain a copy of such affidavit for the duration of the Agreement and provide it to COUNTY upon request.
5. FIRM shall immediately terminate the Contracting Party if FIRM has a good faith belief that the Contracting Party has knowingly violated Section 448.09(1), Florida Statutes (2023), as set forth above.
6. If COUNTY has a good faith belief that FIRM's Contracting Party has knowingly violated Section 448.095, Florida Statutes (2023), but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the Contracting Party. FIRM agrees that upon such an order, FIRM shall immediately terminate the Contracting Party. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
7. If COUNTY terminates the Agreement with FIRM, FIRM may not be awarded a public contract for at least one (1) year after the date of termination.
8. FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this Section.
9. Any such termination under this Section is not a breach of the Agreement and may not be considered as such.
10. FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subFIRMs, and to make such records available to COUNTY or other authorized governmental entity.
11. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of the Agreement and COUNTY may treat a failure to comply as a material breach of the Agreement.

Scrutinized Companies pursuant to § 287.135, Fla. Stat.

A. Certification.

1. If the Agreement is for One Million Dollars or more, FIRM certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, FIRM was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes (2023), or
 - b. Engaged in business operations in Cuba or Syria.
2. If the Agreement is for any amount, FIRM certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, FIRM was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes (2023), or
 - b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate the Agreement if it is for One Million Dollars or more and FIRM meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), Florida Statutes (2023), or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes.

2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), Florida Statutes;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
 - c. Been engaged in business operations in Cuba or Syria.
 3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and FIRM is found to meet any of the following conditions:
 - a. Submitted a false certification as provided under Section 287.135(5), Florida Statutes;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes;
 - c. Been engaged in business operations in Cuba or Syria; or
 - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of Israel.
 4. Was entered into or renewed on or after July 1, 2018, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), Florida Statutes;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
 - c. Been engaged in business operations in Cuba or Syria.
- C. **Termination, Any Amount.** COUNTY may, entirely at its option, terminate the Agreement if it is for any amount and meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2018, and
 2. FIRM is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of Israel.
- D. **Comply; Inoperative.** The Parties agree to comply with Section 287.135, Florida Statutes, as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Discriminatory Vendor List, Convicted Vendor List, Antitrust Violator Vendor List. FIRM certifies and assures COUNTY that FIRM and its affiliate, if any and as defined under the pertinent statutes, has not been placed on the Discriminatory Vendor List pursuant to Section 287.134, Florida Statutes (2023), the Convicted Vendor List pursuant to Section 287.133, Florida Statutes (2023), and the Antitrust Violator Vendor List pursuant to Section 287.137, Florida Statutes (2023). FIRM acknowledges that absent certain conditions set forth in the respective statutes, those that have been placed on such lists may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a FIRM, supplier or subFIRM under a contract with a public entity, may not transact business with a public entity, and may not benefit from certain economic incentives.

Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything to the contrary set forth in the Agreement, COUNTY's obligation to indemnify FIRM, if any, for any reason or purpose, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes (2023). All liability

of COUNTY shall be limited to the limits set forth therein, whether sounding in contract, tort, or otherwise. This Section shall survive the termination of the Agreement.

Mutual Indemnification. Notwithstanding anything to the contrary set forth in the Agreement, each Party agrees to indemnify, defend and hold harmless the other, its officers, board members, agents, representatives and employees from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, judgments and awards and action of whatever kind or nature arising out of the Agreement, including attorney's fees and costs (and costs and fees on appeal as well as for litigating the issue of the amount of fees to be awarded), and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of the Agreement by such Party, its officers, board members, agents, representatives or employees. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes (2023) with respect to actions in tort or contract. Pursuant to Section 768.28, Florida Statutes, nothing in the agreement may require COUNTY to indemnify or insure FIRM for FIRM's negligence.

Rights of Third Parties. Nothing in the Agreement, whether express or implied, is intended to confer any rights or remedies under or because of the Agreement on any persons other than the Parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in the Agreement is intended to relieve or discharge the obligation or liability of any third persons to any Party to the Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any Party to the Agreement.

Waiver. Notwithstanding anything set forth to the contrary in the Agreement, no waiver of any default by either Party shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by either Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

Severability. If any provision of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

Attorneys' Fees. Notwithstanding anything to the contrary set forth in the Agreement, if a civil action or other legal proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of the Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorney's fees shall include, without limitation, a reasonable attorneys' fees for litigating the issue of the amount of fees to be awarded, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges that would be reasonably billed by the attorney to the prevailing party. Such award is limited to only those instances involving a legal proceeding, not a collection effort.

Applicable Law/Jurisdiction/Venue. The Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. Notwithstanding anything to the contrary set forth in the Agreement, the venue for any legal proceeding arising out of the Agreement, shall be in the State or Federal courts of Marion County, Florida.

Waiver of Jury Trial. EACH PARTY HEREBY AGREES THAT IN ANY LITIGATION OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF THE AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE HAD BY A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS WAIVER.

Survival. Sections 13-20 of this ATC shall survive the termination of the Agreement, or any duties or obligations thereunder, and shall be fully binding until any proceeding which may be brought under this Agreement is barred by the applicable statute of limitations. In addition, any other provisions, or parts thereof, of this ATC which, by their nature, should survive termination or cancellation shall survive.

Headings. Section headings contained in this ATC are for convenience only and are not to be deemed or construed to be part of the Agreement.

Authority to Execute Agreement. The signature by any person to the Agreement and this ATC shall be deemed a personal warranty by that person that she/he has the full power and authority to bind the entity for which that person is signing.

Transacting Business in Florida. As of the date of entering this Agreement, FIRM represents that FIRM has been issued a certificate of authority issued by the Florida Department of State, required to transact business in Florida, pursuant to Section 607.1501, Florida Statutes, or a determination has been made by FIRM and its legal advisor that performance of this Agreement will not require any act constituting transacting business in Florida. In the event COUNTY, at its sole discretion, determines that FIRM is transacting business in Florida without a certificate of authority issued by the Florida Department of State, COUNTY may immediately terminate this Agreement. In the event of such termination, FIRM shall immediately repay all amounts provided to FIRM under this Agreement.

4. All provisions of the Agreement not specifically amended herein shall remain in full force and effect.

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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

KATHY BRYANT DATE
CHAIRMAN

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

AND LEGAL SUFFICIENCY**

BCC APPROVED: August 19, 2025
06Q-098-PA-10A NE 35th Street PH 1B - Final
Design Services

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

GUERRA DEVELOPMENT CORP.

SIGNATURE

BY: DATE

PRINTED NAME

PRINTED:

WITNESS:

ITS: (TITLE)

SIGNATURE

PRINTED NAME

EXHIBIT "A"
SCOPE OF SERVICES

NE 35TH STREET - PHASE 1B IMPROVEMENT PROJECT
FROM 600' EAST SIDE WEST ANTHONY ROAD TO C.R. 200A
Approximately 1.39 Miles

FOR THE MARION COUNTY BOARD OF COUNTY COMMISSIONERS
May 6, 2025
Revised July 2, 2025

1 BACKGROUND

- 1.1 In 2009 GDC began work on the final design for the improvements to NE 35th Street Phase 1B, from West Anthony Road east to CR 200A, approximately 1.3 miles.
- 1.2 The project had originally started design as one phase from CR 200A to US 441, but priorities for Marion County changed and only the segment from US 441 to West Anthony Road was designed and constructed as Phase 1A.
- 1.3 The OCE intends to construct Phase 1B and has requested GDC to provide a scope of services to update the 15-year-old design, drawings and permits.
- 1.4 The scope of services below is intended to update the existing design and documents for bidding; It is not intended to reassess and redesign the project.

2 PROJECT SCHEDULE

Project services shall be accomplished within the following time frames.

- 2.1 Work to commence upon 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.
- 2.2 Design Documents @ 90% complete and permit application, to be turned-in to OCE 10 weeks after receipt of purchase order.
- 2.3 Design Documents @ 100% complete, to be turned-in to OCE 20 weeks after receipt of purchase order. This time frame allows OCE 2 weeks to review and comment, and permit approval.
- 2.4 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.
- 2.5 Changes to initial agreed upon schedule require mutual acceptance from GDC and County.
- 2.6 GDC will provide a Utility work schedule in coordination with all affected utility companies and County.

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

- 3.1 The Final Design phase involves the development of designs and documents suitable for permitting and construction of the project.
- 3.2 Some tasks such as permitting may require re-modeling and preparation of a new report due to changed requirements. If that is not the case, the "Fee Breakdown Table" shows a fee reduction for the lesser effort required.
- 3.3 Deliverables
- 3.3.1 Plans at 90% and 100% stage of completion to be delivered to the MCOCE in electronic PDF format for review by County.
- 3.3.2 Final Plans for advertisement to include one (1) original certified reproducible set of construction drawings in 11"x17" format (The Record Set), a PDF version of all documents.
- 3.4 TASK 1 - SURVEY
- 3.4.1 The Engineer will conduct field surveys to locate missing improvements within the design corridor and proposed DRAs that were constructed since the original set was issued. These include but not limited to driveways, fire hydrants, gates and fences, power/light poles and culverts.
- 3.4.2 The topography datum shall be as set forth for the original project.
- 3.5 TASK 2 - ROADWAY PLANS
- 3.5.1 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 90% stage, to be revised as needed during the remainder of the design.
- 3.5.2 The Update includes converting old computer models and CAD drawings to the current version of the software.
- 3.5.3 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.
- 3.5.4 Drawings will have their date and data (such as County personnel and contacts) updated.
- 3.6 TASK 3 - DRAINAGE DESIGN
- 3.6.1 Site visits to each proposed DRA to ensure that there are no changes affecting the design, such as new buildings or regrading.
- 3.6.2 Conveyance system as well as DRA drawings will be updated as described above.
- 3.6.3 Update details and drainage structures to current design standards.

- 3.6.4 Software and requirements have changed since 2009. Drainage computer models will be re-developed so they can run on newer software and meet current criteria.
- 3.6.5 A new drainage report will be prepared depicting latest conditions and current criteria. The original permit was approved in 2013 (12 years ago) and it has expired.
- 3.6.6 This scope of services assumes that previous DRAs are still applicable. New DRA locations shall be considered additional services.
- 3.7 TASK 4 – EXISTING UTILITIES
 - 3.7.1 The Engineer will verify that the existing utilities assumptions made in the original design are still applicable.
 - 3.7.2 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.
 - 3.7.3 The Engineer will not locate underground utilities as part of this scope of services.
- 3.8 TASK 5 - NEW UTILITY DESIGN AND PLANS
 - 3.8.1 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 on this task to ensure that utility owners are responsive to requests for data from the Engineer in a timely basis.
- 3.9 TASK 6 - SIGNAGE AND PAVEMENT MARKINGS PLANS
 - 3.9.1 The Engineer will update drawings depicting signage and pavement markings.
- 3.10 TASK 7 - SIGNALIZATION PLANS
 - 3.10.1 The original designer of the signal plans is no longer available. The update will also require assumption of the design by a different Florida registered traffic engineer.
 - 3.10.2 If the old signal plans are able to be used with only minor updates, the “Fee Breakdown Table” shows a fee reduction to account for the reduced work effort. Engineer shall notify County when traffic engineer determines the amount of work effort required for this task.
- 3.11 TASK 8 - MAINTENANCE OF TRAFFIC PLAN
 - 3.11.1 The Engineer will revise the MOT plans to reflect updated site conditions.
- 3.12 TASK 9 - QUANTITIES ESTIMATION
 - 3.12.1 The Engineer will update the quantities of all materials required for construction and prepare a pay item schedule listing the various construction details.
- 3.13 TASK 10 – ESTIMATE OF PROBABLE COST
 - 3.13.1 The Engineer will furnish an engineer's estimate of probable cost at the 100% stage of completion.
- 3.14 TASK 11 – SPECIAL PROVISIONS
 - 3.14.1 The Engineer will update the Special Provisions to the project construction specifications.
- 3.15 TASK 12 - PERMITTING
 - 3.15.1 The Engineer will contact the SJRWMD and attend 2 conference calls to ascertain the procedures necessary for permit renewal. 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).
- 3.15.2 The Engineer and supporting sub-consultants will prepare new permit applications, calculations, drawings, reports and sketches, for submittal to the pertinent permitting agency.
 - 3.15.3 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.
 - 3.15.4 Marion County shall bear the cost of permit application fees and testing.
 - 3.15.5 If the SJRWMD agrees to reopen and extend the expired permit based on the previous models, calculations, and drainage report, the "Fee Breakdown table" shows a fee reduction to account for the reduced work effort.
- 3.16 TASK 13 - PLAN REVIEWS
- 3.16.1 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.
 - 3.16.2 County may reproduce plans as needed for their use and distribution.
- 3.17 TASK 14 - SITE VISITS
- 3.17.1 The Engineer's will conduct multiple site visits to the design corridor and DRAs to determine elements which have changed since the original design. This work will serve to focus the field survey to specific changed elements and not having to survey the entire corridor. Meetings with property owners to discuss ROW needs are not within this scope of services.
- 3.18 TASK 15 - COORDINATION
- 3.18.1 The Engineer will coordinate the design effort with the County, regulatory agencies, and design subconsultants.
 - 3.18.2 This scope of services assumes that all studies for environmental, contamination, geotechnical and cultural/archaeological are still valid and applicable. 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 to cover the additional fees.
 - 3.18.3 The Engineer will coordinate with Utility companies by making design plans available at the official submittal project stages of 90%, 100% and Final. Plans would be posted in PDF format at the Engineer's FTP site for retrieval by interested parties.
- 3.19 TASK 16 – ENVIRONMENTAL, CULTURAL & ARCHAEOLOGICAL
- 3.19.1 This scope assumes that the ROW has no changes, but 2 of the proposed DRAs are located in vacant lands which may have experienced changes in the last 15 years.
 - 3.19.2 This Scope of Services include site visits for environmental and biological concerns, to ascertain that regulated species are not present.
 - 3.19.3 In addition to an environmental site survey, an addendum to the report will be prepared to document the findings.

4 LIMIT OF SERVICES

- 4.1 Project limits are as follows: North 35th Street from 600' East of West Anthony Road 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 PER for 35th Street, as approved by the Marion County Board of County Commissioners (MCBCC).
- 4.2 Exclusions And Additional Services (Not Part Of This Agreement)
 - 4.2.1 Modifications to the scope of services may result in additional fees.
 - 4.2.2 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 of the 3rd 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 3rd parties may result in additional fees.
 - 4.2.3 Right-Of-Way Items Not Included in This Agreement:
 - Sketches of Description will be updated if changes have occurred since original design.
 - 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.
 - 4.2.4 Environmental studies beyond those described in the scope above, including but not limited to, well closures, and contamination mitigation studies..
 - 4.2.5 Landscape Design.
 - 4.2.6 Recovery and cataloging of archaeological artifacts, construction overview and related expenses, are not part of this contract due to their uncertain nature.
 - 4.2.7 Geotechnical testing is not included.
 - 4.2.8 Aerial photography beyond that supplied by MCOCE.
- 4.3 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 --

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JN 25-13									
NE 35th Street Phase 1B Update									
Frm 600' East of West Anthony Rd to CR 200A (approx. 1.39 Miles)									
6 May 2025 Revised July 2, 2025									
		PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER	SENIOR ENGINEER	CADD SENIOR TECH	CADD TECH	CLERICAL	SUB- CONSULTANT
HOURLY RATE ----->		\$ 245.00	\$ 210.00	\$ 170.00	\$ 125.00	\$ 110.00	\$ 90.00	\$ 60.00	\$ 1.00
TASK DESCRIPTION									
1 - SURVEY (UPDATE)	6	16		16				4	18,500
	1,470	3,360	0	2,000	0	0	0	240	18,500
2 - ROADWAY PLANS (UPDATE)	4	32	8		56	56	2		158
	980	6,720	1,360	0	6,160	5,040	120	0	\$20,380.00
3 - DRAINAGE DESIGN & REPORT (MAJOR UPDATE)	8	40	8		40	16	2		114
	1,960	8,400	1,360	0	4,400	1,440	120	0	\$17,680.00
4 - EXISTING UTILITIES (UPDATE)	2	16	8		32	8	6		72
	490	3,360	1,360	0	3,520	720	360	0	\$9,810.00
5 - NEW UTILITIES (UPDATE)	4	32	8		32	8	4		88
	980	6,720	1,360	0	3,520	720	240	0	\$13,540.00
6 - SIGNAGE AND PAVEMENT MARKINGS (UPDATE)	1	4	4		8	6	0		23
	245	840	680	0	880	540	0	0	\$3,185.00
7 - SIGNALIZATION PLANS (MAJOR UPDATE)	4	8	4		16		6	65,000	65038
(FOR MINOR UPDATE REDUCE BY \$40,000)	980	1,680	680	0	1,760	0	360	65,000	\$70,460.00
8 - MAINTENANCE OF TRAFFIC (UPDATE)	2	6			16	6	0		30
	490	1,260	0	0	1,760	540	0	0	\$4,050.00
9 - QUANTITIES ESTIMATION (NEW)	2	6			10	4	2		24
	490	1,260	0	0	1,100	360	120	0	\$3,330.00
10 - ESTIMATE OF PROBABLE COST (NEW)	3	8					2		13
	735	1,680	0	0	0	0	120	0	\$2,535.00
11 - SPECIAL PROVISIONS (NEW)	4	12	8				2		26
	980	2,520	1,360	0	0	0	120	0	\$4,980.00
12 - PERMITTING (NEW)	4	24	24		8		4		64
(IF EXP. PERMIT IS EXTENDED W/O CHANGES REDUCE BY \$5,500)	980	5,040	4,080	0	880	0	240	0	\$11,220.00
13 - PLANS REVIEW	2	4			8		8		22
	490	840	0	0	880	0	480	0	\$2,690.00
14 - SITE VISITS (AFTER SURVEY)	2	6	6		2				16
	490	1,260	1,020	0	220	0	0	0	\$2,990.00
15 - COORDINATION (WITH SUBS, COUNTY)	3	16			6	4	4		33
	735	3,360	0	0	660	360	240	0	\$5,355.00
16 - ENVIRON., CULTURAL, ARCH. (UPDATE)	4	16	4		8	4	4	8,500	8540
	980	3,360	680	0	880	360	240	8,500	\$15,000.00
FEES									
PERSONNEL HOURS	55	246	82	16	242	112	50	92,000	92,803
AMOUNT	\$ 13,475	\$ 51,660	\$ 13,940	\$ 2,000	\$ 26,620	\$ 10,080	\$ 3,000	\$ 92,000	\$212,775.00