

## TASK ORDER TO THE AGREEMENT

In accordance with the Civil/Site Engineering Agreement, approved by the Board of County Commissioners on June 6, 2023 (the "Agreement") for work within the scope of Solicitation 23Q-087-TO-46 Post Design Services for SR 40 & SW 80th Ave Intersection, this Task Order to the Agreement (this "Amendment") is made and entered into between Guerra Development Corp whose address 2817 N.E. 3rd St., Ocala, FL 34470, and possessing FEIN# 59-2615012 ("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 Engineering 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 One Hundred Nine Thousand, Seven Hundred and Forty-five Dollars and Zero Cents. (\$109,745.00). 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.

{SIGNATURE PAGE WILL FOLLOW}

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:**    October    7,    2025  
23Q-087-TO-46 Post Design Services for SR 40  
& SW 80th Ave Intersection

\_\_\_\_\_  
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  
POST-DESIGN SERVICES  
FOR S.R. 40 & SW 80<sup>th</sup> AVENUE INTERSECTION  
February 24, 2025  
Revised July 2, 2025  
Revised August 26, 2025

## DESCRIPTION

The following is a scope for services to be rendered by Guerra Development Corporation (GDC) on behalf of the Marion County Office of the County Engineer (OCE) in relation to the bidding and assistance during construction of the improvements to the Intersection and approaches at S.R. 40 and SW 80<sup>th</sup> Avenue.

The Project consists of improvements to the subject intersection and approaches, including roadway widening, storm drainage, DRA construction, signal upgrade and utility coordination.

These Post-Design services shall be billed as a percent of task completed.

## SPECIFIC TASKS TO BE PROVIDED BY GDC FOR POST-DESIGN SERVICES

### 1. BIDDING

- 1.1. Provide Support during the Bidding process.
- 1.2. Attend Pre-Bid Meetings.
- 1.3. Provide Support with response to bidder questions.
- 1.4. Provide Support with Addendums.
- 1.5. Attend Pre-construction conference and answer design-related questions, highlight intent-of-design issues, point out critical items.
- 1.6. Attend Utility Coordination meetings and answer design-related questions and highlight intent-of-design issues.

### 2. SHOP DRAWINGS FOR STORM DRAINAGE AND SIGNAL

- 2.1. Review shop drawings pertinent to the design provided by GDC, correlate to design documents and comment.
- 2.2. Review re-submittal of rejected shop drawings.
- 2.3. Review, research and comment on proposed alternates.

### 3. CONSTRUCTION SUBMITTALS

- 3.1. Review applicable material specifications submittals.

### 4. PROJECT SUPPORT

- 4.1. Support for design related questions.

### 5. CONSTRUCTION OVERSIGHT

- 5.1. Conduct site visits to ensure compliance with the intent of design & permit conditions.
- 5.2. Site visit to verify DRA location and configuration prior to start of excavation.
- 5.3. Site visits to verify size and approximate location of major storm drainage features.

## 6. GEOTECHNICAL

- 6.1. The following items under this section are not included in this scope of work and shall, be considered additional services.
  - 6.1.1. Review and comment on proposed testing scope
  - 6.1.2. Coordinate testing with Contractor
  - 6.1.3. Review testing results and make necessary adjustments to design, testing or construction.

## 7. AS-BUILT DRAWINGS AND COMPLETION CERTIFICATIONS

- 7.1. Conduct site visits necessary to enable GDC to provide Completion Certifications to the SWFWMD, FDOT and Marion County.
- 7.2. Prepare completion certification forms, submit to reviewing agencies and respond to comments which they may have.
- 7.3. Review certified as-built surveys (by others) and compare to design drawings to ascertain if the project was constructed as intended by the original design.
- 7.4. Conduct an as-built punch list specific site visit. Prepare up to 3 separate correspondence noting discrepancies.
- 7.5. Coordinate and review as-built drawings from CONTRACTOR.

## 8. RIGHT-OF-WAY MAP

- 8.1. The following items under this section are not included in this scope of work and shall, be considered additional services.
  - 8.1.1. Monument new right-of-way corners.
  - 8.1.2. Prepare a Final Right-of-way map for recording, as a special purpose survey, containing:
    - 8.1.3. Found and set monuments, benchmarks, datums.
    - 8.1.4. Bearing and distances, curve and line tables, for the final right-of-way, easements, DRAs, and road centerline.
    - 8.1.5. Parcel ID numbers, parcel account numbers
    - 8.1.6. Record Page and Book Number for each acquired piece of right-of-way and DRA.

## 9. UTILITY WORK

- 9.1. The following items under this section are not included in this scope of work and shall, be considered additional services.
  - 9.1.1. Oversight of utility work as part of PROJECT including shop drawings review, certifications and review of as-builts.
  - 9.1.2. Verify pipe sizes and general location.
  - 9.1.3. Verify sleeve sizes and general location.
  - 9.1.4. Verify Valves and ARV are installed.

## 10. ENVIRONMENTAL

- 10.1. **Oversight & Coordination**
  - Site visits to verify general compliance with the intent of design.
  - Coordinate with subconsultant, OCE and CONTRACTOR for the timely execution of Gopher relocation in the prescribed time frame.

## 11. MEETINGS AND CLIENT UPDATE

- 11.1. Monthly meetings at OCE and onsite to go over project progress, meetings with property owners or public and public agencies.

## 12. TASKS NOT INCLUDED IN THIS SCOPE OF SERVICES

- 12.1. Items listed above as not included in the this scope of services.
- 12.2. Wetlands mitigation.
- 12.3. Expert witness or condemnation support.
- 12.4. Cost of testing.
- 12.5. Fees for regulatory agencies other than gopher relocation included here.

===== END OF SCOPE OF SERVICES =====



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Juan C. Guerra. P.E.

President

***Guerra Development Corporation***

August 6, 2025

JN 25-05								
Post Design Services for SR 40 AT SW 80th Avenue Intersection								
February 24, 2025 - Rev 7/2/25 - Rev. 8/26/25		PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER	CADD SENIOR TECH	ON-SITE TECH	CLERICAL	SUB- CONSULTANT
HOURLY RATE ----->		\$ 245.00	\$ 210.00	\$ 170.00	\$ 110.00	\$ 90.00	\$ 60.00	\$ 1.00
TASK DESCRIPTION								
A - BIDDING	15	20		8	4	8		
	3,675	4,200	0	880	360	480	0	\$9,595.00
B - SHOP DRAWINGS FOR STORM DRAINAGE AND SIGNAL	8	32		16	8	8	2,500	
	1,960	6,720	0	1,760	720	480	2,500	\$14,140.00
C - CONSTRUCTION SUBMITTALS	10	28		24	6	4		
	2,450	5,880	0	2,640	540	240	0	\$11,750.00
D - PROJECT SUPPORT	8	30		24	12	8	1,200	
	1,960	6,300	0	2,640	1,080	480	1,200	\$13,660.00
E - CONSTRUCTION OVERSIGHT	14	50		24	40	12	1,200	
	3,430	10,500	0	2,640	3,600	720	1,200	\$22,090.00
F - GEOTECHNICAL	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	\$0.00
G - AS-BUILT DRAWINGS REVIEW AND COMPLETION CERTIFICATIONS	12	30	8	24	2	6	2,500	2582
	2,940	6,300	1,360	2,640	180	360	2,500	\$16,280.00
H - RIGHT-OF-WAY MAP	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	\$0.00
I - OPEN	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	\$0.00
J - UTILITY WORK	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	\$0.00
K - ENVIRONMENTAL	2	16	2	2		2		24
	490	3,360	340	220	0	120	0	\$4,530.00
L - MEETINGS AND CLIENT UPDATE	12	36	24	24		8		104
	2,940	7,560	4,080	2,640	0	480	0	\$17,700.00
FEES								
PERSONNEL HOURS	81	242	34	146	72	56	7,400	8,031
AMOUNT	\$ 19,845	\$ 50,820	\$ 5,780	\$ 16,060	\$ 6,480	\$ 3,360	\$ 7,400	\$109,745.00