

FOURTEENTH AMENDMENT TO THE AGREEMENT

In accordance with the SW/NW 80th/70th Ave. Widening Post Design Services Agreement entered into on November 20, 2018, and all of its amendments (if any), collectively (the "Agreement") this Fourteenth 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 One Hundred Eighty-Nine Thousand, Four Hundred Fifteen and 00/100 Dollars (\$189,415.00) ("Agreement Price"), to the FIRM under COUNTY's established procedure and according to the Fee Schedule, Exhibit B, hereto.

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 4, 2026
18Q-160-CA-14 SW/NW 80th/70th Ave. Widening Post
Design Services

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

GUERRA DEVELOPMENT CORP.

SIGNATURE

BY:

DATE

PRINTED NAME

PRINTED:

ITS: (TITLE)

WITNESS:

SIGNATURE

PRINTED NAME

EXHIBIT "A" Scope of Services

SCOPE OF SERVICES FOR

NW-SW 80th – 70th Avenue Segment 3 Final Design Amendment 4 (Post-Design Services)

From 600' North of the SR 40 Intersection to 800' south of US 27.

(APPROXIMATELY 3.2 MILES)

FOR THE MARION COUNTY BOARD OF COUNTY COMMISSIONERS
April 28, 2026

Signed This 28th Day of April 2026 by,



Juan C. Guerra, P.E.
President
Guerra Development Corp.
2817 NE 3rd Street
Ocala, FL 34470

Project Understanding

On January 12, 2022, GDC was retained by the Client to provide professional engineering services related to the design of the SW 80th Avenue Segment 3 Project. The Client and GDC are prepared to modify that agreement to add scope and fee for services during the construction phase of this project.

Scope of Services

GDC will provide the services specifically set forth below.

Task 1 – Bidding Assistance

- A. Bid Addendums: ENGINEER will assist the COUNTY to prepare up to five (5) addendums during bidding. The Marion County Procurement Services Department will be responsible for issuing addenda to the Bidders of Record.
- B. Pre-Bid Conference: ENGINEER will prepare for and participate in one (1) Pre-Bid Conference for the subject project. The COUNTY will be responsible for arranging for and conducting the meeting.

Task 2 – Post Design Services

- A. Pre-Construction Conference: ENGINEER will prepare for and attend a Pre-Construction Conference prior to commencement of construction activity.
- B. Monthly Progress Meetings: ENGINEER will attend monthly progress meetings, as requested by COUNTY, conducted by the COUNTY during the project's construction phase. This scope includes up to ten (10) progress meetings.
- C. Shop Drawings: ENGINEER will review and take appropriate action regarding shop drawings and other data that the contractor is required to submit, but only to conform to the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.
- D. Contractor Requests for Information (RFIs) and Site Visits: ENGINEER will review up to ten (10) RFIs from the Contractor and issue necessary interpretations and clarifications of the Plans and Specifications to the COUNTY.

ENGINEER will make up to ten (10) site visits to assist in responding to the Contractor's RFIs and to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of contractor's work. Observations will be limited to spot-checking, selective measurement, and similar methods of general observation. Based on information obtained during site visit, the ENGINEER will evaluate whether contractor's work is generally proceeding in accordance with the Contract Documents.

- E. Construction Plan Revisions: As directed by the COUNTY, ENGINEER will perform plans production services to revise the construction plans to address changed field conditions or unforeseen conditions that may be encountered. For the purposes of this Amendment, ENGINEER has assumed a total of five (5) plan revisions that are not associated with design errors.
- F. As-Built Review: ENGINEER will, after receiving notice from the COUNTY that it considers the work ready for its intended use, conduct a site visit and review draft as-built surveys to determine whether the work is substantially complete. ENGINEER will provide review markups of the as-built surveys and review updated surveys provided by the COUNTY.

- G. Substantial Completion: ENGINEER will, after receiving notice from the COUNTY that it considers the work ready for its intended use, conduct a site visit to determine if the work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items except for those identified on a final punch list. The ENGINEER will prepare a punch list based on the site visit and will submit to the COUNTY for their review and coordination with their Contractor.
- H. Agency Certifications: Following completion of all work and receipt of signed and sealed as-built surveys and testing reports, ENGINEER will prepare agency permit certifications to the Southwest Florida Water Management District (SWFWMD) and submit them for processing.

Task 3 – Specific Design Modifications

- A. Profile modification to certain gutters to enhance positive flow at superelevation transitions.
- 1) Specific custom gutter profile
 - 2) Relocation of profile sag.
 - 3) Addition of storm inlets.
 - 4) Update plan/profile drawings.
 - 5) Update quantities.

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 goal of meeting a mutually agreeable schedule.

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

Exhibit B - Fee Schedule

NW/SW 70th/80th Avenue Segment 3 Final Design Amendment 2 - Post Design Services										
April 28, 2026		PRINCIPAL	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 1 - BIDDING ASSISTANCE	5	16	38	36			15			110
	1,250	2,800	5,700	4,500	0	0	675	0		\$14,925.00
TASK 2 - POST-DESIGN SERVICES	36	234	296	394	44	24	76			1104
	9,000	40,950	44,400	49,250	3,300	1,560	3,420	0		\$151,880.00
TASK 3 - SPECIFIC DESIGN MOIDIFICATIONS	4	40	52	0	48	48	2	0		194
	1,000	7,000	7,800	0	3,600	3,120	90	0		\$22,610.00
										0
	0	0	0	0	0	0	0	0	0	\$0.00
FEES										
PERSONNEL HOURS	45	290	386	430	92	72	93	0		1,408
AMOUNT	\$ 11,250	\$ 50,750	\$ 57,900	\$ 53,750	\$ 6,900	\$ 4,680	\$ 4,185	\$ 0		\$189,415.00