

AGREEMENT BETWEEN COUNTY AND PROFESSIONAL SERVICES FIRM

This Agreement Between County and Professional Services Firm, (this "Agreement") made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Guerra Development Corp.**, located at 2817 NE 3rd St., Ocala, FL 34470, possessing FEIN# 59-2615012 (hereinafter referred to as "FIRM") under seal for the SW/NW 80th/70th Ave. Widening Preliminary Engineering Report, (hereinafter referred to as the "Project"), and COUNTY and FIRM hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and FIRM (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

Section 1 – The Contract. The contract between COUNTY and FIRM, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Board of County Commissioners shall be effective on the last signature date set forth below.

Section 2 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County Solicitation #18Q-160 - SW/NW 80th/70th Ave. Widening Preliminary Engineering Report, the Offer, Scope and/or Specifications, Plans and/or Drawings, any/all Addenda as issued in support of this Solicitation and any/all Exhibits defined herein, Certificates of Insurance and Notice to Proceed or Purchase Order.

Section 3 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any person or entities other than COUNTY and FIRM.

Section 4 - Term. This Agreement and the Work (defined herein) shall commence upon COUNTY's Board of County Commissioner's approval with final completion within 545 calendar days to achieve final completion ("Term"). **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence of this firm. Pursuant to F.S. 486.129 (1)(J); the Work may be presumed abandoned after ninety (90) days if FIRM 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. All Work will proceed in a timely manner without delays.

Section 5 – Scope of Services. As per specifications and requirements of the Project 18Q-160, shall provide complete Professional Services as stated in the Solicitation and shall additionally adhere by the duties attached in **Exhibit A, Scope of Services**, all services referred to herein as "Work." The Work shall particularly comply with the original RFP that is part of the Contract Documents.

Section 6 – Compensation. COUNTY shall make payment of Seven Hundred Sixty-Four Thousand, Four Hundred Forty-Five Dollars (\$764,445), (the "Agreement Price"), to FIRM under established procedure. There shall be no provisions for pricing adjustments during the Term. Not more frequently than monthly, unless otherwise agreed in writing by FIRM and COUNTY, shall FIRM submit an invoice to COUNTY requesting payment for services properly rendered and reimbursement for Reimbursable Expenses, if provided in the Contract Documents, due hereunder. FIRM's invoice shall describe with reasonable particularity each service rendered, the person(s) rendering the service, and their billing rate. FIRM's invoice shall be accompanied by reasonable documentation or data in support of Reimbursable Expenses for which reimbursement is sought as COUNTY may require. If payment is requested for services by FIRM, the invoice shall bear the signature of FIRM, which signature shall constitute FIRM's representation to COUNTY that the services indicated in the invoice have been properly and timely performed as

required herein, that the Reimbursable Expenses included in the invoice have been reasonably incurred, that all the obligations of FIRM covered by prior invoices have been paid in full, and that, to the best of FIRM's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to FIRM that payment of any portion thereof should be withheld. Submission of FIRM's invoice for final payment and reimbursements shall further constitute FIRM's representation to COUNTY that, upon receipt from COUNTY of the amount invoiced, all obligations of FIRM to others, including its consultants, incurred in connection with the Project, will be paid in full forthwith. When applicable, the Classification and Hourly Fee Schedule, are hereby incorporated into this Agreement as **Exhibit B**.

Section 7 – Assignment. FIRM may not subcontract all or any part of this Agreement without written approval by COUNTY.

Section 8 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required, to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

Section 9 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 10 – Books and Records. FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel and records of Reimbursable Expenses. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 11 – Public Records Compliance

A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

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

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

Email: publicrelations@marioncountyfl.org

B. FIRM shall comply with public records laws, specifically:

- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY's custodian of public 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;
- 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 Term and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
- Upon completion of this 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 Work. If FIRM transfers all public records to COUNTY upon completion of this 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 the completion of this 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.

C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY.

Section 12 – Indemnification. FIRM shall indemnify and hold harmless COUNTY, its officers, employees and agents from all suits, claims, or actions of every name and description brought against COUNTY based on personal injury, bodily injury (including death) or property damages received or claimed to be received or sustained by any person or persons arising from or in connection with any negligent act or omission of FIRM or its employees, officers, or agents in performing the Work set forth herein. A bond for indemnification may be required.

Section 13 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least B+. All policies must show the "Marion County, a political subdivision of the State of Florida" as an Additional Insured except for the workers compensation and professional liability policies. The COUNTY's Procurement Services Director should be shown as the Certificate Holder, and the Certificate should provide for 30-day cancellation notice to the Procurement Director's address, set forth herein, with policies for the following:

- **Business Auto Liability** with combined single limits of not less than \$1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, hired and non-owned automobiles.
- **Worker's Compensation** with statutory limits and employers liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee and \$1,000,000 policy limit for disease.
- **General Liability** with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The policy must be maintained by FIRM for the duration of the Project. If the policy is written on a claims-made basis, FIRM must maintain the policy a minimum of 5 years following completion of the Project. "Marion County, a political subdivision of the State of Florida" must be shown as additional insured.
- **Professional Liability** with limits of not less than \$1,000,000 per occurrence and \$2,000,000.00 annual aggregate. Higher limits may be required for projects valued in excess of \$5,000,000. Projects \$5,000,000 or more will need to be reviewed by COUNTY's Risk and Benefit Services Department to determine appropriate Professional Liability limits. The policy must be maintained by FIRM for the duration of the Project. If the policy is written on a claims-made basis, FIRM must maintain the policy for a minimum of 5 years following the completion of the Project.

Section 14 – Independent Contractor. In the performance of this Agreement, FIRM will be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

Section 15 – Default/Termination. In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all the work timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

Section 16 – Damage to Property. FIRM shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed prior to final inspection and acceptance, FIRM shall replace the same without additional cost to COUNTY, as applicable.

Section 17 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 18 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this solicitation/Agreement if it is in the best interest of COUNTY.

Section 19 – Employee Eligibility Verification. For those projects funded with State or Federal dollars, COUNTY will adhere to the practices set forth under the e-verification system, which is outlined in the clauses below. 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 this Agreement. By previously signing the ITB Acknowledgment and Addenda Certification Form and this Agreement, FIRM has agreed to perform in accordance with these requirements and agrees:

- A. To enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the “Memorandum of Understanding” governing the program.
- B. To provide to COUNTY, within thirty (30) days of the effective date of this Agreement, documentation of such enrollment in the form of a copy of the E-Verify “Edit Company Profile” screen, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the “Edit Company Profile” link on the left navigation menu of the E-Verify employer’s homepage).
- C. To require each subcontractor that performs services under this Agreement to enroll and participate in the E-Verify Program within ninety (90) days of the effective date of this Agreement or within ninety (90) days of the effective date of the contract between FIRM and the subcontractor, whichever is later. FIRM shall obtain from the subcontractor(s) a copy of the “Edit Company Profile” screen indicating enrollment in the E-Verify Program and make such record(s) available to COUNTY upon request.
- D. To maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to COUNTY or other authorized state entity consistent with the terms of the Memorandum of Understanding.
- E. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

Section 20 – Force Majeure. Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a “Force Majeure Event”). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

Section 21 – Truth in Negotiation. FIRM warrants that the wage rates and other factual unit costs supporting the compensation to FIRM under this Agreement are accurate, complete and current at the time of contracting. In addition, FIRM understands and agrees that the original Agreement Price and any additions thereto will be adjusted to exclude any significant sums by which COUNTY determines the Agreement Price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one year following the end of this Agreement.

Section 22 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes

hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final Agreement of the Parties and conclusive proof of such Agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 23 – Scrutinized Companies. Pursuant to Section 287.135 and 215.473, FIRM must certify that the company is not participating in a boycott of Israel. FIRM must also certify it is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the COUNTY will not contract for the provision of goods or services with any scrutinized company referred to above. FIRM must submit the certification that is attached to this Agreement. Submitting a false certification shall be deemed a material breach of the contract. COUNTY shall provide notice, in writing, to the FIRM of COUNTY'S determination concerning the false certification. FIRM shall have five (5) days from receipt of notice to refute the false certification. FIRM shall have ninety (90) days following receipt of notice to respond in writing and demonstrate that the determination of false certification was made in error. If FIRM does not demonstrate that COUNTY'S determination of false certification was made in error then COUNTY shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

Section 24 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 25 - FIRM's Basic Duties. By executing this Agreement, FIRM represents to COUNTY that FIRM is professionally qualified to act in the professional capacity for the Project and is licensed to practice by all public entities having jurisdiction over FIRM and the Project. FIRM further represents to COUNTY that it will maintain all necessary licenses, permits or other authorizations necessary to act as the professional representative for the Project until its remaining duties hereunder have been satisfied. FIRM assumes full responsibility to COUNTY for the improper acts and omissions of its consultants or others employed or retained by FIRM in connection with the Project. Execution of this Agreement by FIRM constitutes a representation that it will become familiar with the Project site and the local conditions under which the Project is to be implemented.

Section 26 - Bidding/Negotiation Services. FIRM shall assist COUNTY or Construction Manager in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. Services performed in this phase include reviewing agency submittals and review for permitting.

Section 27 - Construction Administration Services. As a representative of COUNTY, FIRM in conjunction with COUNTY's project management team shall visit the Project site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed with COUNTY to become generally familiar with and to keep COUNTY informed about the progress and quality of the portion of the Work completed. FIRM shall determine in general if the Work is being performed in a manner that would indicate that the Work, when fully completed, will be in accordance with this Agreement.

Section 28 - County's Right to Withhold Payment. In the event that COUNTY in its sole judgment becomes credibly informed that any representations of FIRM are wholly or partially inaccurate, COUNTY may withhold payment of sums then or in the future equal to the amount of the inaccuracy, otherwise due to FIRM until the inaccuracy, and the cause thereof, is corrected to COUNTY's reasonable satisfaction.

Section 29 - Use and Ownership of Documents. The drawings, specifications and other documents or things prepared by FIRM for the Project shall become and be the sole property of COUNTY. FIRM shall be permitted to retain copies thereof for its records and for its future professional endeavors. Such drawings, specifications, and other documents or things are not intended by FIRM for use on other projects by COUNTY or others. COUNTY shall not reuse or make any modifications to the drawings, specifications, and other documents without prior written authorization of FIRM.

Section 30 – Firm Conduct: These Guidelines govern FIRM while doing work on COUNTY property, as well as FIRM's employees, agents, consultants, and others on COUNTY property in connection with the FIRM's work or at the FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

Section 31 – Notices. Except as otherwise provided herein, all notices and other communications provided for hereunder shall be in writing and sent by certified mail return receipt requested, or by hand delivery, and shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid or if hand delivered, when personally handed to the Party to whom the notice or other communication is addressed, with signed proof of delivery. COUNTY'S and CONTRACTOR'S representatives for notice purposes are:

FIRM: Guerra Development Corp.
2817 NE 3rd St., Ocala, FL 34470
CONTACT PERSON: Juan Guerra | Phone: 352-629-8060

COUNTY: Marion County Office of the County Engineer
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. OWNER hereby elects to receive all notices solely by email and designates its email address as procurement@marioncountyfl.org. If CONTRACTOR 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, CONTRACTOR may designate up to two (2) e-mail addresses:

jcg@guerracorp.net and GDC@guerracorp.net. Designation of up to two (2) e-mail addresses as well as CONTRACTOR's acceptance marked below signify CONTRACTOR's election to accept notices solely by e-mail. If handwriting its e-mail address CONTRACTOR assumes the risk the e-mail address is legible. OWNER need only make its best guess at illegible handwritten e-mail address. The election to accept notices solely by e-

mail is not binding unless BOTH of the following are found: (A) at least one (1) e-mail address is provided and (B) CONTRACTOR's acceptance below is evident.

Section 32 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees.

Section 33 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: EXHIBIT A, EXHIBIT B

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

DAVID R. ELLSPERMANN, DATE
CLERK OF COURT

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

for MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

SIGNATURE
Andrew Malleck
PRINTED NAME

WITNESS:

SIGNATURE
Paul Wildman
PRINTED NAME

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

MICHELLE STONE DATE
CHAIRMAN

BCC APPROVED:
November 20, 2018
18Q-160 | SW/NW 80th/70th Ave. Widening
Preliminary Engineering Report

GUERRA DEVELOPMENT CORP.

BY: Lori S. Guerra DATE
PRINTED: Lori S. Guerra
ITS: (TITLE) Secretary / Treasurer

**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**

For

**SW-NW 80th- 70th Avenue Widening (RFQ 18Q-160)
From SW 90th Street to ½ Mile North of U.S. 27
Marion County, Florida**

Guerra Development Corp.
(Consultant)



By: _____
(Signature)

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

Date: 10/22/2018

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PART I - PREAMBLE**1. DEFINITIONS**

PROJECT=	SW-NW 80 th - 70 th Avenue PER (RFQ 18Q-160)
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

The purpose of this Exhibit is to describe the scope of work and the responsibilities of Guerra Development Corporation, hereinafter called the ENGINEER and Marion County, a political subdivision of the State of Florida, Office of the County Engineer, hereinafter called the 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 SW-NW 80th-70th Avenue Widening (RFQ 18Q-160), From SW 90th Street to $\frac{1}{2}$ Mile North of U.S. 27, hereinafter called the PROJECT.

The PROJECT consists of a corridor approximately 10.5 miles long with laterally connecting roadways impacting the project approximately 1.5 miles long, for a total project length of 12 miles.

The ENGINEER will provide a complete PER for the assigned segment of the PROJECT, in accordance with Marion County Standards, Marion County Land Development Code (LDC), the Florida Department of Transportation (FDOT) standards, and all 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, multi-use trail, a grassed median, bicycle lanes on each side of the roadway, and a 5' wide sidewalk on both sides of the roadway. Alternate 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 Commission.

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.

Based on the advertisement and selection for RFQ 18Q-160, the COUNTY will engage the ENGINEER in providing 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 according to the segments described in the RFQ for this project, which describes which segments KHA and GDC would design.

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 up to 2 meetings with specific affected land owners and/or stakeholders. This would not include public meetings, BOCC workshops, etc. A preliminary list of stakeholders includes the Ocala/Marion County TPO, representatives from Golden Ocala, On Top of the World, The Ocala Equestrian Center and the Marion County School Board (Westport High School), FDOT. The actual list of stakeholders will be developed in conjunction with COUNTY staff.
- B. *Neighborhood Meeting*: the ENGINEER will prepare for and attend 2 public neighborhood meetings once study alternatives have been developed. The purpose of the meetings is to inform and obtain feedback from the public on the developed alternatives. 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. The ENGINEER will pay for first class postage. At the COUNTY's discretion, the ENGINEER will e-mail letters in lieu of or in addition to those sent by U.S. Mail.
 - 7. Property owner letters: The ENGINEER will obtain a list of the names and addresses of the property owners from county property appraiser GIS Information. The ENGINEER will prepare and mail the letters. The ENGINEER will pay for first class postage.
 - 8. Summary notes of meetings to be provided to the COUNTY no later than 14 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 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. 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"). ENGINEER will circulate meeting notes to all participants following the Kickoff Meeting.
2. 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 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 30 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 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.

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. SW 90th Street
 - b. SW 80th Street
 - c. SW 63rd Street/Road
 - d. SW 38th Street
 - e. SR 40
 - f. NW 21st Street
 - g. U.S. 27
2. *Traffic Forecasting:* The ENGINEER will develop Average Daily Traffic (ADT) and Design Hour Volume (DHV) for the present year, the opening year (2025), ten years (2035) and twenty years (2045) from opening the new facility. 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 and TPO 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. SW 90th Street
- b. SW 80th Street
- c. SW 63rd Street/Road
- d. SW 38th Street
- e. SR 40
- f. NW 21st Street
- g. U.S. 27
- h. World Equestrian Center (WEC)

Intersection geometry (turn bays and turn bay lengths) and control (traffic signal, 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.

- 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 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 in order 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 for all viable alternatives. Up to two pond alternatives per sub-basin will be identified using available topographic maps, property maps and visual examination of candidate sites.

The drainage analysis will include evaluation of existing pond locations 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. Two soil borings will be taken at each existing pond location to support the analysis.

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 30 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 Southwest Florida Water Management District (SWFWMD) to discuss the project.

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

D. Geotechnical Evaluation

ENGINEER, will perform a geotechnical evaluation of the existing pavement and proposed pond locations. Up to 30 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.

Up to 48 Soil borings to depths of 14 feet below existing site grade will be collected in the proposed and/or existing dry drainage retention areas. All data collected will be recorded and included in the PER.

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.

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.
4. 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 20 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 such as the West Port

High School. 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

The ENGINEER will develop and evaluate alternative alignments for the proposed build typical section. The alternatives will include no less than two different alignment alternatives.

F. 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.

G. 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.

H. 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 is will be conducted in cooperation between ENGINEER and the Marion County Right of Way Agent.

6. PRELIMINARY ENGINEERING REPORT

A PER will be prepared that will summarize the information developed in this phase of the project. This report will document the effort undertaken leading up 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
4. Summary of the estimated costs for each alternative
5. Conceptual plans for the Recommended Alternative
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

The ENGINEER will undertake this work upon receipt of Notice-To-Proceed. Work will be completed according to the following schedules:

1. PRELIMINARY ENGINEERING REPORT – 18 Months from Notice to Proceed by COUNTY

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

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, 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.

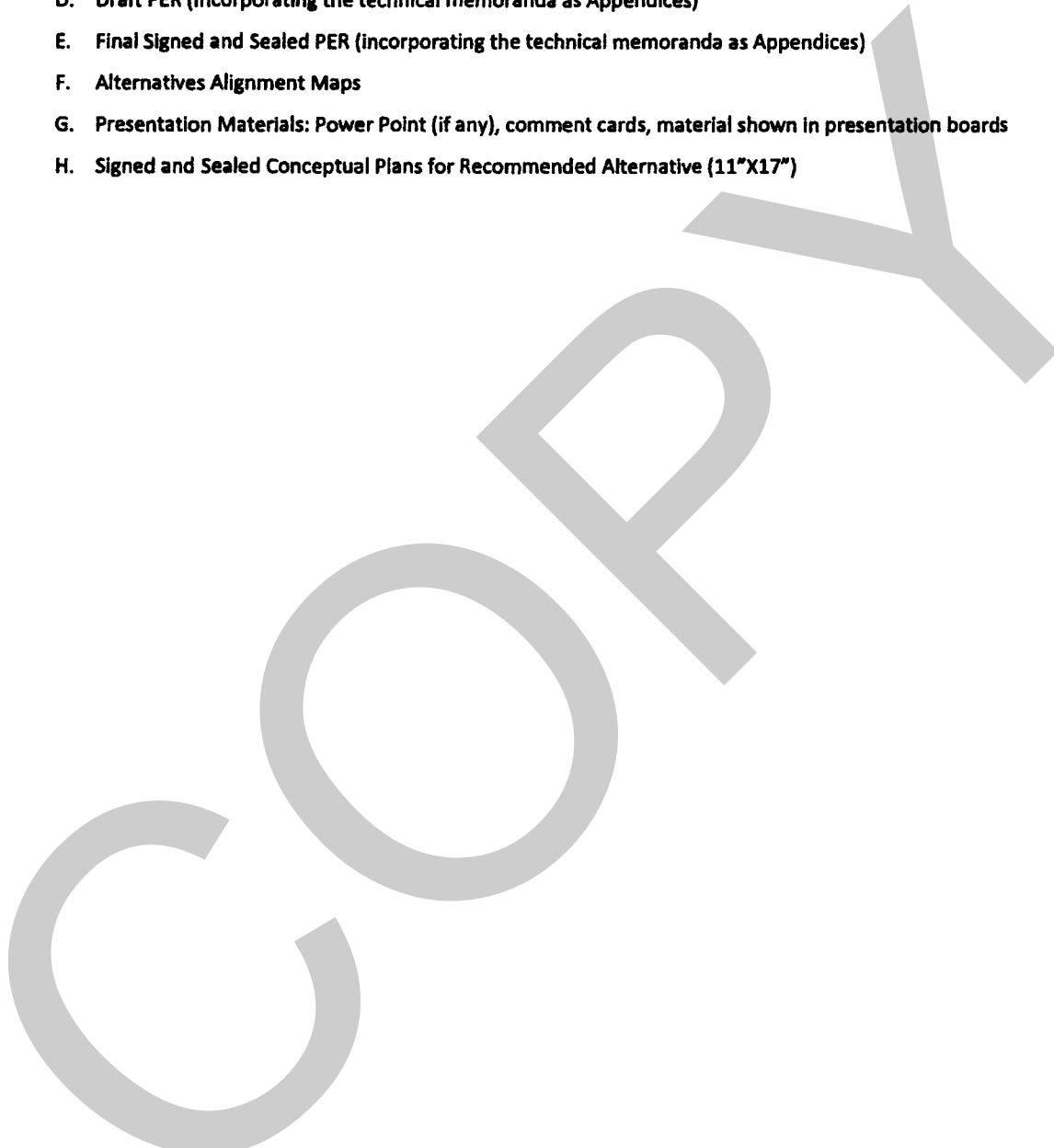
The ENGINEER will provide a Quality Control Plan ten (10) days after the official Notice-to-Proceed that describes the procedures to be utilized to verify, independently check, and review design drawings, specifications, and other documentation prepared as a part of this CONTRACT. The ENGINEER will describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan may be 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 Natural 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
- 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")



5. OPTIONAL SERVICES

Based on the advertisement and selection for RFQ 18Q-160, the COUNTY will engage the ENGINEER in providing surveying, roadway design, permitting, right-of-way support services, and post-design services consistent with the preferred alternative identified in the PER under a future contract. The consultant engaged shall be per allocation of work between KHA and GDC, shown in the RFQ.

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.

Noise study is not part of this agreement

Investigations, survey and studies (Environmental, cultural, geotechnical, preliminary design) for potential DRA sites in excess of 30 shall be considered additional services.

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