

THIRD AMENDMENT TO THE AGREEMENT

In accordance with the SW/NW 80th/70th Avenue Widening Preliminary Engineering Report Agreement entered into on November 20, 2018, and all of its amendments (if any), collectively (the "Agreement") this Third Amendment to the Agreement (this "Amendment") is made and entered into by and between **Guerra Development Corp.**, whose address is 2817 NE 3rd Street, 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 all completion of services required of FIRM, and the parties wish to amend the Agreement.

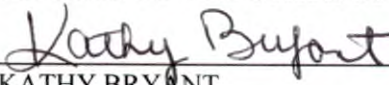
IN CONSIDERATION of the mutual covenants and conditions contained herein, COUNTY and FIRM (singularly referred to as "Party", collectively "Parties") hereto agree as follows:


1. This Amendment shall be deemed to amend and become part of the Agreement in accordance with 18Q-160, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. This Amendment is effective upon Board approval and ends December 31, 2020 (the "Term").
3. This Amendment is for Engineering and Design Services for US 27 & NW 70th Avenue Intersection Design - Utilities Relocation, related to SW/NW 80th/70th Avenue Widening. FIRM shall complete the services set forth in the Scope of Services, Exhibit "A", hereto.
4. COUNTY shall make payment of Twenty-Nine Thousand, One Hundred Forty Dollars and Zero Cents (\$29,140.00) (the "Agreement Price"), to FIRM under COUNTY's established procedure and according to the Schedule of Design Fees, Exhibit "B", hereto.
5. This Amendment adds the following provisions to the Agreement:
Governing Law. Law, Venue, Waiver of Jury Trial, and 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's fees.

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:

 _____ 03-24-2020
 DAVID R. ELLSPERMANN, DATE
 CLERK OF COURT

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

 _____ 03-24-2020
 KATHY BRYANT, DATE
 CHAIRMAN

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

 _____ 4-13-2020
 MATTHEW G. MINTER, DATE
 MARION COUNTY ATTORNEY

BCC APPROVED:
 March 24, 2020
 18Q-160-CA-03 | SW/NW 80th/70th Ave.
 Widening, US 27 & NW 70th Avenue
 Intersection Design – Utilities Relocation

WITNESS:

Andrew Malleck
SIGNATURE
Andrew Malleck
PRINTED NAME

WITNESS:

Christopher Hills
SIGNATURE
Christopher Hills
PRINTED NAME

GUERRA DEVELOPMENT GROUP

Lori S. Guerra 3-27-2020

BY: *Lori S. Guerra* DATE

PRINTED: Secretary / Treasurer

ITS: (TITLE)

EXHIBIT "A"

Additional Civil Services for Utility Relocation at Intersection of US 27 & NW 70th Avenue Scope of Services

GENERAL DESCRIPTION OF WORK

Work Description

Marion County has contracted with Guerra Development Corporation (GDC) to design the improvements to the subject intersection. The Marion County Utilities Department has requested that as part of the same work, GDC design the relocation of utilities owned by Marion County, specifically potable water and sanitary force main (Utilities) in a manner which would fit the proposed improvements to the intersection.

Task 1 - Surveying Services

Subtask 1.1 Survey Utility-Specific: GDC will conduct limited utility-specific field survey to supplement data already obtained by FDC for the roadway design.

Subtask 1.2 Coordinate and collect data from Marion County: Consultant will coordinate collection of data available to Marion County for use in the design of the relocation of Utilities.

Task 2 – Engineering Design

Subtask 2.1 Designs and conflict resolution: Consultant will prepare designs and layouts for the Marion County Utilities to fit the proposed typical section for the corridor and resolve various projected conflicts with other utilities and storm systems. The design will consider the intersection improvements as well as projected alignment part of the PER for the subject corridor.

Subtask 2.2 Preparation of 50% Plans: GDC will prepare 3 sets of 11"x17" plans depicting the Utility relocation for Marion County's review and approval.

Subtask 2.3 Preparation of FDEP and FDOT permit packages: Consultant will prepare the pertinent application packages for submittal to the FDEP and FDOT for their review and approval of permits for the relocation of the Utilities. Application fees shall be provided by Marion County.

Subtask 2.4 Respond to RAIs and revisions: GDC will respond to the RAIs originating from the permitting agencies and make revisions to the design and design documents.

Subtask 2.5 Preparation of 100% Plans: GDC will prepare 100% documents for approval by Marion County, to be used in the bidding process. Plans will be provided to Marion County as 3 sets of 11"x17" drawings and one electronic copy in PDF format.

Subtask 2.6 Coordination with MCU, OCE and Third Parties: GDC will attend meetings and respond to questions from third parties with interests in the project area.

Subtask 2.7 Tabulation of Quantities and Cost estimate: GDC will prepare a tabulation of quantities and an estimate of probable cost for the relocation of Utilities. Marion County shall provide recent utility bid tabulations to be used to adjust current prices.

Subtask 2.8 Final Construction drawings: Final drawings will be presented to Marion County as 3 sets of 11"x17" drawings and one electronic copy in PDF format. This set of drawings shall be ready for bidding.

Subtask 2.9 Review of Special Provisions: GDC will review special provisions specific to the Marion County Utilities for applicability to this project and make necessary comments and notations.

Compensation

This work shall be performed as a lump sum agreement for the amount shown in the attached Tasks and Hourly Breakdown table dated 2/28/2020.

Additional tasks or unforeseen work and tasks may result in additional work which shall be approved by Marion County.

End of Scope of Services

TASKS / HOURLY BREAKDOWN

MCU- CR 225A & US 27 Utility Relocation Design Costs
2/28/2020

Task Description	Principal Engineer	Project Manager PE	Project Engineer PE	CADD Designer	Surveyor	3-Man Crew	Clerical	Totals
	\$225.00	\$175.00	\$150.00	\$100.00	\$140.00	\$145.00	\$45.00	
Task 1 – Surveying Services								
Survey Utility-specific	0			6	4	8	1	\$2,365.00
Coordinate and collect data from Marion County	1	3		2			1	\$995.00
							Sub-Total:	\$3,360.00
Task 2- Engineering Design								
Designs & Conflict resolution	2	14		28			1	\$5,745.00
Preparation of 90% Plans (11x17)	2	10		26			2	\$4,890.00
Preparation of FDEP & FDOT Permits Package	2	16		24			2	\$5,740.00
Respond to RAIs and revisions	2	10						\$2,200.00
Preparation of 100% Plans (11x17)	1	2		8			2	\$1,465.00
Coordination w/MCU, OCE, Third Parties and agencies	4	6		2			1	\$2,195.00
Tabulation of Quantities and Cost Estimate	1	2		10				\$1,575.00
Final Construction Drawings (11x17, PDF, CAD)	1	1		4			1	\$845.00
Review of Special Provisions	1	4		2				\$1,125.00
							Sub-Total:	\$25,780.00
							Total Design:	\$29,140.00
Task 3- Post Design Services								
Meetings (Pre-Bid, Pre-Con, (1) On-Site Visit)								\$0.00
Review & Approval of Shop Drawings, Test Results								\$0.00