

## NINTH AMENDMENT TO THE AGREEMENT

In accordance with the SW/NW 80th/70th Ave. Widening Preliminary Engineering Report Agreement entered into on November 18, 2018, and all of its amendments (if any), collectively (the "Agreement") this Ninth 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 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 scope of services set forth in Scope of Services, Exhibit A, hereto.
3. COUNTY shall make payment of Three Hundred and Eighty-Eight Thousand, Five Hundred and Thirty Dollars with Zero Cents (\$388,530.00) (the "Agreement Price"), to the FIRM under COUNTY's established procedure and according to the Fee Schedule, Exhibit B, hereto.
4. This Amendment extends the Agreement effective Upon Board Approval and ends March 30, 2026 (the "Term").

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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:

G.C. Harrell 02/18/2025  
GREGORY C. HARRELL, DATE  
MARION COUNTY CLERK OF COURT

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

Kathy Bryant 02/18/2025  
KATHY BRYANT DATE  
CHAIRMAN

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

BCC APPROVED: February 18, 2025  
18Q-160-CA-09 SW/NW 80th/70th Ave. Widening  
Preliminary Engineering Report

Matthew G. Minter 2/24/25  
For: MATTHEW G. MINTER DATE  
MARION COUNTY ATTORNEY

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WITNESS:

Andrew Malleck  
SIGNATURE  
Andrew Malleck  
PRINTED NAME

GUERRA DEVELOPMENT CORP.

Lori S. Guerra 2-18-25  
BY: Lori S. Guerra DATE  
PRINTED: Secretary / Treasurer  
ITS: (TITLE)

WITNESS:

Christopher Hills  
SIGNATURE  
Christopher Hills  
PRINTED NAME

EXHIBIT "A"

SCOPE OF SERVICES FOR

**NW-SW 80<sup>th</sup> – 70<sup>th</sup> Avenue Segment 1 Final Design  
Amendment 3 (Roundabout, Extension & Partial Plan Bid )**

From Intersection of SW 90<sup>th</sup> Street north to 0.5 miles north of SW 38<sup>th</sup> Street.

(APPROXIMATELY 4.9 MILES)

FOR THE MARION COUNTY BOARD OF COUNTY COMMISSIONERS  
February 5, 2025

Signed This 5th Day of February, 2025 by,



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Juan C. Guerra, P.E.  
President  
**Guerra Development Corp.**  
2817 NE 3<sup>rd</sup> Street  
Ocala, FL 34470

## **PART I – PREAMBLE**

### **PURPOSE**

This Agreement describes an amendment to the scope of work and the responsibilities of Guerra Development Corp., hereinafter called the ENGINEER and the Marion County Office of the County Engineer, hereinafter called the COUNTY, in connection with the completion of final design and preparation of complete roadway construction plans for the proposed improvements to **SW 80<sup>th</sup> Avenue Segment 1**.

This Scope of Services is for the design and permitting of certain roadway improvements within Marion County. The ENGINEER was selected for this project in 2018 under a competitive process consistent with the CCNA process contained in the Florida Statutes as part of RFQ# 18Q-160.

COUNTY and ENGINEER are prepared to modify that agreement, as amendment 3, to add scope and fee for the following items:

1. The project will include design of two new roundabouts: one at the intersection of SW 80<sup>th</sup> Avenue and SW 38<sup>th</sup> Street and one at SW 38<sup>th</sup> Street and the West Port High School driveway. Plans will include proposed work along SW 38<sup>th</sup> Street from SW 80<sup>th</sup> Avenue for approximately 3,000 feet to the east.
2. Additional services for cultural resources assessment, environmental analysis, and surveying.
3. Additional services for drainage retention area selection and/or expansion to suit the modified alignment and intersection configurations.
4. Additional services to realign the corridor to fit the proposed roundabouts, and to add a "Status of Right-of-Way Acquisition" sheet to plans.
5. Additional services to bid Segment 1A as a complete and permitted design, and Segment 1B as a partial design, releasing portions of segment 1B for construction as design is completed.

This Amendment 3 shall be considered an addition to the original scope and fees

## **PART II – FINAL DESIGN SCOPE OF SERVICES**

### **TASK GROUP 1:**

#### **A. PROJECT ADMINISTRATION**

The additional activities that will be undertaken include the following:

- 1) **Miscellaneous Meetings:** ENGINEER will prepare for and attend up to ten general meetings with the COUNTY, affected landowners, stakeholders, etc. This task does not include advertised public meetings, BOCC workshops, etc.



## **B. Cultural Resource Assessment Survey**

The ENGINEER will perform Cultural Resource Assessment Survey for areas of the project which were not previously surveyed with the Preliminary Engineering Report.

- 1) A site reconnaissance will be performed for the proposed SW 38<sup>th</sup> Street drainage retention area.
- 2) A CRAS will be prepared and submitted to the COUNTY. The report will be submitted to the State Historic Preservation Office (SHPO) for concurrence if a cultural resource is identified.

## **C. Environmental Analysis and Reporting**

The ENGINEER will perform Environmental Analysis and Reporting for the proposed SW 38<sup>th</sup> Street drainage retention area.

- 1) ENGINEER will conduct an Environmental Analysis to support the project permitting. The ENGINEER will document the natural, physical, and cultural resources within the proposed drainage retention area. 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.
- 2) Natural Resources Assessment: The 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:
  - a. 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.
  - b. 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.
  - c. Biologist will conduct site reconnaissance to ground truth the database information.
  - d. Map habitat types, including wetlands (if applicable), on an aerial photograph and document signs of listed species usage during site reconnaissance.
  - e. A 15% gopher tortoise survey will be performed, and a map of tortoise locations will be prepared.

Note: A 100% survey for gopher tortoise will be required 90 days prior to the start of construction. A new Agreement or amendment to this Agreement will be prepared for these services, should they become necessary.
- 3) Reporting: The findings and recommendations of the environmental assessment will be summarized in a technical memorandum that will be included within the permit applications as required.

#### **D. Survey and Mapping**

A design survey will be prepared for the proposed SW 38<sup>th</sup> Street drainage retention area.

- 1) The ENGINEER will obtain topographic data in one drainage retention area for SW 38<sup>th</sup> Street. The estimated area for the proposed drainage retention area is 5 acres.
- 2) The topographic data obtained in the field will be processed, downloaded, checked, and imported into the base map digital control file. A digital terrain model (DTM) will be prepared.
- 3) Prepare additional parcel sketches with legal descriptions for the additional right of way required for the roundabout(s).

#### **E. Drainage Analysis**

- 1) The ENGINEER will be responsible for designing a drainage and stormwater management system for SW 38<sup>th</sup> Street for a length of approximately 3,000 feet. This work will include the engineering analysis necessary to design the following: cross drains, roadway ditches, outfall ditches and storm sewers. The design work will comply with local and state requirements.
- 2) The scope of work of this Agreement also does not include modification of flood insurance rate maps through FEMA.
- 3) The Drainage Design Report (as part of the original agreement) will incorporate the work undertaken in the preliminary engineering phase of the project and will include final calculations for the proposed storm drainage system, final pond calculations and information required for permit review and approval.

#### **F. Utility Coordination**

- 1) The ENGINEER will perform additional utility coordination associated with the proposed work along SW 38<sup>th</sup> Street.
- 2) Each UAO will be responsible for the design of their respective aboveground and underground utilities for this project. These designs will be provided to the ENGINEER by the utility provider or the COUNTY for inclusion into the Roadway Plans for this project. The ENGINEER will be responsible for coordinating with the UAOs for the proposed construction elements such that utility conflicts are minimized or avoided.
- 3) The ENGINEER will submit to each UAO the necessary sets of plans for utility coordination and project CADD files in electronic format upon their request. ENGINEER will provide CADD files for the convenience of the UAOs; ENGINEER cannot be responsible for the accuracy of the files after they are provided to the UAOs. The ENGINEER will, prior to and during design, obtain available data from the UAOs that may be needed to determine the actual location and depth of the underground utilities. The ENGINEER will prepare Utility Adjustments sheets to include in the Roadway Plan Set based on information received from UAOs. Utility adjustments will be designed by the utility owners. Upon completion of these plans, the ENGINEER will send one complete set of plans to each UAO.
- 4) Utility Work Schedules (UWS): The additional utility coordination along SW 38<sup>th</sup> Street will be included in the utility work schedules for the project.
- 5) This agreement does not include design of utilities.

#### **G. Roadway Plans**

- 1) The ENGINEER will perform roadway design and prepare the following additional Roadway Plans to include the proposed work along SW 38<sup>th</sup> Street:
  - a. Drainage Maps
  - b. Typical Sections
  - c. Summary of Drainage Structures
  - d. Roadway Plan and Profile Sheets
  - e. Drainage Retention Area Sheet
  - f. Cross Sections
  - g. Signing and Pavement Marking Plans
  - h. Construction Surface Water Management Plans
  - i. Soil Survey
- 2) Due to the increased project limits, the ENGINEER will perform additional quantity take offs for use in the Opinion of Probable Construction Costs and bid form for the project.
- 3) The roadway plans will include property management sheets which will depict areas where the proposed right-of-way has been acquired. These sheets will be updated up to four times to account for acquired right-of-way.

#### **H. Roundabout Design and Plans**

- 1) Upon authorization from the COUNTY, the ENGINEER will design a roundabout at the following intersections:
  - a. SW 80<sup>th</sup> Avenue and SW 38<sup>th</sup> Street
  - b. SW 38<sup>th</sup> Street and West Port High School driveway
- 2) The roundabouts will be designed per the FDOT Design Manual and the NCHRP Report 1043: Guide for Roundabouts.
- 3) The ENGINEER will develop Guide Signs for each roundabout and include Guide Sign Worksheets in the plans.
- 4) Landscape design for the project will be limited to within the central island of the proposed roundabouts.
  - a. As requested by the COUNTY, the proposed landscaping shall not require an irrigation system. The ENGINEER will provide up to three landscaping options for the central island to the COUNTY for review. The options will consist of photos of past projects or current installations for landscaping in rural areas. Based on input received from the COUNTY, the ENGINEER will develop a concept plan and will submit to the COUNTY for concurrence.

- b. Based on input received from the COUNTY on the concept plan, the ENGINEER will prepare landscaping plans specifying normal and typical plant schedules and general landscape installation notes and specifications to be included with the 60%, 90% and 100% plan submittals.
  - c. Irrigation and hardscape design is not included in this Agreement.
- 5) Temporary Traffic Control Plans (TTCP)
  - a. TTCPs will include necessary details for providing temporary traffic control during construction. The plans will include details for channelizing devices, work zone signs, temporary barrier walls, crash cushion attenuators, portable changeable message signs, temporary pavement, temporary alignments, and temporary drainage as needed.
  - b. General notes and phasing notes will also be included in the TTCPs.
  - c. Temporary signal plans will be included for the intersection at SW 80<sup>th</sup> Avenue and SW 38<sup>th</sup> Street.
  - d. Temporary Traffic Control will be included as a lump sum bid item in the construction contract. This Agreement assumes development of one temporary traffic control plan per roundabout location. Temporary lighting design is not included in this scope of services.
- 6) Rectangular Rapid Flashing Beacons (RRFBs)
  - a. The ENGINEER will include RRFBs in the design plans for the proposed pedestrian crossings at the roundabouts. RRFBs will be conventionally powered and connected to a service point provided by the power company.
  - b. The ENGINEER will coordinate with the power company for service point locations.
  - c. Plans will include details for conduits, pull boxes, electrical service wire, etc. The ENGINEER will perform voltage drop calculations for sizing of electrical service wires.

## **I. Lighting Design and Plans**

- 1) The ENGINEER will develop a Lighting Plan for the roundabout at SW 38<sup>th</sup> Street and the West Port High School driveway. The lighting plan sheet will be included in the Roadway Plan set.
- 2) The lighting design will include analysis for horizontal illuminance for the roundabout and vertical illuminance for the proposed crosswalks. The design will conform with the FDOT Design Manual, 200 Series to the greatest extent possible.
- 3) The ENGINEER will coordinate with the respective power company for installation of ground mounted light poles. The COUNTY will enter into a leasing agreement with the power company for the ground mounted light poles. The electrical design of the ground mounted light poles will be performed by the power company.
- 4) The ENGINEER will document the lighting analysis in the project's Lighting Design Analysis Report.

- 5) The ENGINEER will file a notice with the FAA for the proposed light poles at the intersection of SW 38<sup>th</sup> Street and the West Port High School driveway to confirm no conflict with the runway at Ocala International Airport.

#### **J. Permitting**

- 1) The ENGINEER will perform additional permitting activities due to the increased project limits.
- 2) The ENGINEER will respond to up to three requests for additional information and address permitting agency review comments and attend phone calls with SWFWMD as appropriate, through permit issuance. For all permits, the COUNTY will be the applicant and provide signatures.
- 3) The ENGINEER will prepare and submit phased review packages to the COUNTY at 60%, 90%, and 100% stages. The ENGINEER will provide written response to all COUNTY comments detailing how each review comment was addressed.

#### **TASK GROUP 2:**

#### **K. ADDITIONAL DRAINAGE RETENTION AREA SITING, SELECTION AND GEOTECH COORDINATION**

Under this task the ENGINEER will modify existing or select additional Drainage Retention Area (DRA) sites to serve the proposed roundabouts, expanded project limits and realignment of the corridor. Prepare a minimum scope of incremental geotechnical testing and reporting to support the design, analysis and permitting of the stormwater management system for this addition to the project. The ENGINEER will coordinate with the Geotechnical Engineering consulting firm hired by Marion County for this project.

Selection of DRAs will be based on the approved Preliminary Engineering Report, prepared for Marion County by Guerra Development Corporation. Additionally, the ENGINEER will consider changes in the status of previously identified DRA sites and adjust the selection of sites to suit current conditions, including consideration of possible shared DRAs with stake holders along the corridor.

This fee for this work is part of the original agreement.

#### **L. ADDITIONAL DRAINAGE RETENTION AREA DESIGN, ANALYSIS, PLANS AND REPORT**

This task involves the modification as needed of already selected DRAs for segment 1B, the design and analysis of up to one (1) new or expanded DRAs to be designed as part of Phase 1B and separated from the remainder of the corridor for Segment 1.

The ENGINEER will prepare calculations, computer models for stormwater management and include the results of the analysis in the project's Stormwater Management Report, suitable for review and permitting. The report will be provided to COUNTY in electronic PDF format. This scope of services does not include the preparation of additional reports other than those for Segment 1A and 1B.

Accepted deviations from the Marion County Land Development Code for roadway projects will be considered in the design of DRAs if applicable to enhance safety or cost efficiency.

#### **M. PRODUCTION AND COORDINATION FOR PARTIAL PROJECT RELEASE**

This task includes the effort by the ENGINEER to prepare and coordinate release of partial plans and special provisions for Segment 1B to allow the contractor to proceed with parts of Segment 1B for which the design has been completed and the right-of-way has been acquired by Marion County. This task is only an estimate given the uncertain nature of the task.

#### **N. NW/SW 80<sup>TH</sup>/70<sup>TH</sup> AVENUE PRELIMINARY ENGINEERING REPORT UPDATE**

This task includes updating the Preliminary Engineering Report for the NW/SW 80<sup>th</sup>/70<sup>th</sup> Avenue corridor. The update shall take the form of a short report with supporting graphics and documentation applicable to the changes addressed by the update.

More specifically, the update will include the extension in project limits east along SW 38<sup>th</sup> Street, the inclusion of two (2) roundabouts in the vicinity of Westport High School, a possible realignment of the corridor centerline, identification of potential DRA sites and ROW impacts.

### **TASK GROUP 3:**

#### **BID ASSISTANCE (NOT INCLUDED)**

This task would include preparation/modifications of Special Provisions, attend pre-bid meetings, respond to RFIs from prospective bidders, assist COUNTY in preparation of bid addendums, review of low bid with recommendation for award/not to award.

#### **POST DESIGN SERVICES (NOT INCLUDED)**

COUNTY agrees as part of this agreement to contract with Guerra Development Corporation for project oversight during construction, also known as Post-Design Services. Said services include among other services, review of product and material submittals by CONTRACTOR, site visits to verify that the intent of the design is being followed, design adjustment to address field changes and conditions.

#### **PUBLIC MEETINGS / PRESENTATIONS (NOT INCLUDED)**

#### **EMINENT DOMAIN ASSISTANCE SERVICES (NOT INCLUDED)**

#### **EXPERT WITNESS SERVICES (NOT INCLUDED)**

### **PART III – SCHEDULE**

The ENGINEER will provide these services in an expeditious and orderly manner to meet the schedule mutually agreed to by the COUNTY and ENGINEER.

Phase 1A 100% ; Phase 1B 60%	April 21 2025
Phase 1A 100% ; Phase 1B 80% ; WMD Permit Application	June 16, 2025
Phase 1B 100% ; Possible WMD Permit	August 18, 2025

**Notes:**

There will not be a formal 30% submittal for Phase 1B, instead, a meeting will be held with county staff to go over 30% status.

To increase the likelihood of meeting the above schedule, DRA design may be based on existing aerial topography. Once an actual topographic survey is received, design and drawings may be amended as needed.

This scope and time frames are depending on Marion County's OCE issuing an authorization to proceed in writing no later than February 18, 2025. Changes to the scope will also affect the above time frame.

This Amendment 3 is expected to add 6 months to the 30 months already approved for execution of the design.

### **PART IV – MISCELLANEOUS**

#### **A. GOVERNING REGULATIONS**

The services performed by the ENGINEER will comply with applicable COUNTY and FDOT Standards Guidelines. The current edition, including updates, of the following References and Guidelines will be used in the performance of this work.

1. Marion County Land Development Code
2. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (FDOT Greenbook, 2016 & 2018)
3. FDOT Florida Design Manual (FDM, January 2022)
4. FDOT Drainage Manual (January 2022)
5. FDOT Flexible Pavement Design Manual (January 2022)
6. AASHTO's "A Policy on Geometric Design of Highways and Streets" (2018)
7. Florida Manual on Uniform Traffic Studies (MUTS) (January 2021)
8. Manual on Uniform Traffic Control Devices (MUTCD) (2009)
9. AASHTO Guide for the Development of Bicycle Facilities, 4<sup>th</sup> Edition (2012)

**B. 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.

**C. CORRESPONDENCE**

Copies of written correspondence between the ENGINEER and any party pertaining specifically to this Agreement will be provided to the COUNTY for their records.

**D. SUBMITTALS**

The ENGINEER will provide copies of the required documents as listed in the original Agreement.

END OF SCOPE OF SERVICES FOR AMENDMENT 3



# EXHIBIT B - FEE SCHEDULE

<b>SW 80th Avenue Segment 1 Final Design Amendment 3</b> From SW 90th St to 0.5 mi. north of SW 38th St. (Approx. 4.9 Miles) 5 Feb 2025									
	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 GROUP 1:									
A - PROJECT ADMINISTRATION		52	46	6			29		133
	0	9,100	6,900	750	0	0	1,305	0	\$18,055.00
B - CULTURAL RESOURCE ASSESSMENT SURVEY		3	3				3	13,900	13909
	0	525	450	0	0	0	135	13,900	\$15,010.00
C -ENVIRONMENTAL ANALYSIS AND REPORTING		3	3	5			3	15,000	15014
	0	525	450	625	0	0	135	15,000	\$16,735.00
D -SURVEYING AND MAPPING		3	3		5		3	6,400	6414
	0	525	450	0	375	0	135	6,400	\$7,885.00
E - DRAINAGE ANALYSIS	2	18	46	72	9	16	10		173
	500	3,150	6,900	9,000	675	1,040	450	0	\$21,715.00
F -UTILITY COORDINATION	1	7	14	35	2	5	70		134
	250	1,225	2,100	4,375	150	325	3,150	0	\$11,575.00
G - ROADWAY PLANS	18	115	170	184	168	253	34		942
	4,500	20,125	25,500	23,000	12,600	16,445	1,530	0	\$103,700.00
H -ROUNDABOUT DESIGN AND PLANS	23	151	255	315	62	97	11		914
	5,750	26,425	38,250	39,375	4,650	6,305	495	0	\$121,250.00
I -LIGHTING DESIGN AND PLANS	1	10	26	40	5	17	6		105
	250	1,750	3,900	5,000	375	1,105	270	0	\$12,650.00
J - PERMITTING	2	12	26	52	6	6	11		115
	500	2,100	3,900	6,500	450	390	495	0	\$14,335.00
TASK GROUP 2:									
K -ADDITIONAL DRAINAGE RETENTION AREA SITING, SELECTION AND GEOTECH COORDINATION	6	16	32		16		6		76
	1,500	2,800	4,800	0	1,200	0	270	0	\$10,570.00
L -ADDITIONAL DRA DESIGN, ANALYSIS, PLANS AND REPORT	3	12	32		34		4		85
	750	2,100	4,800	0	2,550	0	180	0	\$10,380.00
M -EFFORT AND COORDINATION FOR PARTIAL PROJECT RELEASE	8	40	24		32		8		112
	2,000	7,000	3,600	0	2,400	0	360	0	\$15,360.00
N -UPDATE P.E.R.	6	12	18		32	8	2		78
	1,500	2,100	2,700	0	2,400	520	90	0	\$9,310.00
									0
	0	0	0	0	0	0	0	0	\$0.00
FEES									
PERSONNEL HOURS	70	454	698	709	371	402	200	35,300	38,204
AMOUNT	\$ 17,500	\$ 79,450	\$ 104,700	\$ 88,625	\$ 27,825	\$ 26,130	\$ 9,000	\$ 35,300	\$388,530.00