

FIRST 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 First 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:

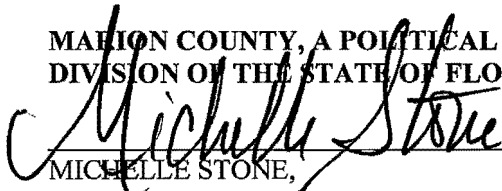
1. This Amendment shall be deemed to amend and become part of the Agreement in accordance with 18Q-160, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. This Amendment is effective upon Board approval and ends January 3, 2020 (the "Term").
3. This Amendment is for Engineering and Design Services for US 27 & NW 70<sup>th</sup> Avenue Intersection Design, 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 Two Hundred Eighty-Five Thousand, Five Hundred Sixty Dollars and Zero Cents (\$285,560.00) (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:

  
\_\_\_\_\_  
DAVID R. ELLSPERMANN, DATE  
CLERK OF COURT

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

  
\_\_\_\_\_  
MICHELLE STONE, DATE  
CHAIRMAN

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

  
\_\_\_\_\_  
to MATTHEW G. MINTER, DATE  
MARION COUNTY ATTORNEY

BCC APPROVED:  
August 20, 2019  
18Q-160 | SW/NW 80th/70th Ave. Widening  
US 27 & NW 70<sup>th</sup> Avenue Intersection Design  
CA-01-

WITNESS:

SIGNATURE

PRINTED NAME

WITNESS:

SIGNATURE

PRINTED NAME

**GUERRA DEVELOPMENT GROUP**

BY:

PRINTED:

ITS: (TITLE)

DATE

*[Handwritten signature]*

*Paul Williams*

*[Handwritten signature]*

*Andrew Malleck*

*Lori S. Guerra 9-5-19*

*Lori S. Guerra*

*Secretary / Treasurer*

EXHIBIT "A"

SCOPE OF SERVICES FOR

**U.S. 27 & NW 70<sup>th</sup> DESIGN & PERMITTING**

(From PER Station 516+00 to 542+00 Plus U.S. 27, Approximately 4,100 Feet)

FOR THE MARION COUNTY BOARD OF COUNTY COMMISSIONERS  
August 12, 2019

Signed This 14<sup>th</sup> Day of August, 2019 by,



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

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## 1 DEFINITIONS

PROJECT= U.S. 27 & NW 70<sup>th</sup> Avenue Intersection - Design & Permitting  
COUNTY= Marion County  
OCE= Marion County Office of the County Engineer  
ENGINEER= The Prime Consultant for the PROJECT, Guerra Development Corp.  
PO= Purchase Order  
PED&R= Preliminary Engineering Design & 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

## 2 BACKGROUND

- 2.1 COUNTY contracted with the ENGINEER to provide engineering consulting services for the design and permitting of the improvements to the intersection of U.S. Highway 27 and NW 70<sup>th</sup> Avenue, herein after referred to as PROJECT.
- 2.2 The existing intersection will be improved to meet the traffic demands as determined by a traffic study prepared by Kimley Horn Associates (KHA) working as a subconsultant to Guerra Development Corporation (GDC).
- 2.3 GDC is currently under contract working on the SW-NW 70th-80th Avenue Preliminary Engineering Report (PER) for COUNTY. It is COUNTY's objective that the design of the intersection matches the requirements as determined by the PER project.

## 3 GENERAL

- 3.1 This agreement is for consulting engineering services related to the PROJECT.
- 3.2 Services outlined in this agreement encompass the consulting work necessary to complete the design documents for the PROJECT.
- 3.3 COUNTY agrees to engage the ENGINEER under a future contract for post-design services to provide site visits, advice and support, as well as to oversee construction of the PROJECT described under this agreement.

## 4 PROJECT LIMITS

- 4.1 PROJECT limits include the proposed ROW for NW 70<sup>th</sup> Avenue from Station 516+00 to 542+00 approximately. And,
- 4.2 The ROW for approximately 1,300 feet along U.S. Highway 27 centered on the intersection. And,
- 4.3 Proposed DRA sites and drainage right-of-way and easements within and outside of the

PROPERTY. And,

4.4 Any side street and its ROW which may be impacted by the Final Design.

## 5 PROJECT SCHEDULE

5.1 Project services shall be accomplished within the following time frames. Work to commence immediately upon receiving a Notice to Proceed (NTP) from the Marion County Procurement Department.

5.2 This schedule assumes COUNTY reviews and issues comments within one week after receipt of documents.

5.3 The Engineer will notify the Office of the County Engineer (OCE) of unexpected issues affecting the project's time frame.

5.4 Milestones, referenced from NTP. Durations shows task duration and cumulative.

5.4.1 Milestone 1: Completion of Data Collection, including survey, Archaeological, Environmental, Geotechnical: 2 September 2019

5.4.2 Milestone 2: Preliminary Layout (approx. 40% design stage, Full Intersection Layout): 23 September 2019

5.4.3 Milestone 3: Permit Applications to FDOT & WMD: 27 September 2019

5.4.4 Milestone 4: Design Documents at 90%: 29 November 2019

5.4.5 Milestone 5: Bid Documents Complete: 16 December 2019

5.4.6 Milestone 6: Latest Permit Approval Date: 3 January 2020

5.4.7 Milestone 7: COUNTY may advertise Bid: 3 January 2020

Compressed time frames requires COUNTY review time of 1 week.

## 6 SPECIFIC SERVICES TO BE PROVIDED BY THE ENGINEER

6.1 Coordination with SW-NW 70th-80th PER

6.1.1 ENGINEER will endeavor to coordinate the improvements proposed for the intersection with those proposed by the PER for 70th-80th Avenue, in order to reduce the amount of improvements which would have to be destroyed at a later date to accommodate the full build-out of 70th-80th Avenue.

6.1.2 This may include planning the intersection's ROW take for the full build-out condition even though not all improvements are built at this time, or DRA locations and size to allow for future expansion when needed for the PER project.

6.2 Survey & Right of Way

6.2.1 The Engineer will conduct field surveys for use in final design to supplement the

work performed at the PER phase and available surveys.

- 6.2.2 Survey along U.S. 27 shall be in accordance with FDOT requirements as discussed in pre-application meetings between GDC and FDOT. Survey along NW 70<sup>th</sup> Avenue to be sufficient for permitting and construction of the intersection improvements.
- 6.2.3 Field survey to locate the following within the proposed right-of-way and a minimum 10' wide strip along each side of the proposed right-of-way: Topography, utilities, above-ground improvements, drainage system, finish floor elevation for affected buildings, driveways. Major improvements (such as buildings) within a 50' wide strip along each side of the proposed right-of-way will also be located.
- 6.2.4 The topography datum will be consistent with the PER phase of the SW-NW 70th-80th Avenue PER project.
- 6.2.5 Stake-out location for testing.

### 6.3 Roadway Plans

- 6.3.1 The Engineer will prepare final construction plans for the proposed roadway and intersections. The plan will include, but not be limited to, the following:
  - Cover sheet.
  - General project notes.
  - Typical Sections.
  - Existing drainage basins map with proposed DRA locations.
  - Miscellaneous construction details.
  - Plan and Profile drawings.
  - Road cross sections at 100' (min.) intervals plus critical locations, such as driveways, cross drains and major drainage structures. Cross sections to include elevations.
  - Details necessary to clarify intent of design.
  - Erosion Control Plan.
  - MOT Plans
- 6.3.2 The Engineer will coordinate water, sewer and other utility plans (by others) with the utility owner should they desire to install utility lines as part of PROJECT.
- 6.3.3 The roadway plans under this contract will be based on a roadway typical section as approved by the OCE no later than 2 September 2019, and modified as needed by actual site conditions found during the Final Design phase.

### 6.4 Drainage Design

The Engineer will prepare drainage designs to provide storm water management for the proposed intersection improvements. This agreement does not include designs and associated services to resolve existing offsite drainage problems, which shall be considered additional services. Work included in the scope of services include:

- 6.4.1 Collect and review available drainage data, including existing drainage maps.
- 6.4.2 Drainage areas delineated on aerial maps.

- 6.4.3 Drainage system to be designed per applicable standards and criteria from FDOT, WMD, COUNTY, or as approved by the OCE.
  - 6.4.4 Non-standard drainage structures will be detailed.
  - 6.4.5 All drainage maps, details, etc. will be incorporated with, and become an integral part of the overall roadway plans.
  - 6.4.6 Soil borings location for the DRAs shall be identified on the DRA sheets and the boring logs shall be included on the set of plans in a Soil Boring Section.
  - 6.4.7 Existing improvements, including storm drainage, will be shown and labeled as appropriate on the plan view of the plan and profile sheets. Existing improvements to remain, shall be labeled accordingly on the plan and profile sheets.
- 6.5 Existing Utilities
- 6.5.1 ENGINEER to locate existing utilities within the Project Limits by plotting of utility maps provided by Utility Owners and by survey of above ground improvements.
  - 6.5.2 Location of underground utilities by excavation is not part of this agreement.
  - 6.5.3 COUNTY shall request utility companies with facilities within the Project Limits that as-built maps their improvements be provided to the ENGINEER within 2 weeks of the request.
- 6.6 New Utility Design Depiction
- 6.6.1 The City of Ocala or other utility owners may prepare conceptual and detailed designs and construction notations, instructions and specifications for their proposed utilities and obtain all applicable permits, such as from the Florida Department of Environmental Protection (FDEP). Permit fees shall be paid for by the applicant owner of the utility.
  - 6.6.2 The proposed utilities will be depicted on drawings prepared and certified by each utility company. No separate utility drawings will be prepared by the Engineer as part of this agreement.
  - 6.6.3 Designers for the various utility systems shall coordinate with the design of the other project components (such as roadway and drainage) to avoid conflicts.
  - 6.6.4 Marion County shall ask utility owners to provide a final design for the utilities within 3 weeks after receipt of the Preliminary Layout drawings from the Engineer.
  - 6.6.5 Marion County shall ask utility companies to provide the design of said utilities to the engineer in electronic format compatible for insertion into the Engineer's drawings. The only responsibility by the Engineer as part of this agreement shall be to verify and notify the OCE of potential underground conflicts between the proposed utility design (by third parties) and the roadway and drainage design by the Engineer. Proposed design shall be provided in electronic format compatible for insertion into ENGINEER's drawings.



6.6.6 The engineer in responsible charge for the design of each utility shall be required to certify the drawings showing their utility design.

## 6.7 Signs & Pavement Markings

6.7.1 The Engineer will prepare ground signing and pavement marking plans compatible with the roadway and traffic signalization design. All signs and pavement markings will conform to Florida Department of Transportation Traffic Operations Standards and the Manual on Uniform Traffic Control Devices. The plans will contain, but not be limited to, the following:

6.7.1.1 Show the location of ground signs and pavement markings.

6.7.1.2 Details of signs, as needed.

6.7.1.3 Designated numbers for signing.

6.7.1.4 Pay items for signs and pavement markings.

## 6.8 Traffic Memorandum (TM)

6.8.1 ENGINEER to prepare a Traffic Memorandum and submit for review and approval by FDOT as justification for intersection improvements.

6.8.2 The TM shall be prepared by a Florida Licensed Professional Engineer with experience in the Traffic Engineering field.

## 6.9 Signal Plans

6.9.1 The Engineer will prepare Signal Plans. All signs and pavement markings will conform to Florida Department of Transportation Traffic Operations Standards and the Manual on Uniform Traffic Control Devices. The plans will contain, but not be limited to, the following:

6.9.1.1 Structural Design of Poles and supporting wires.

6.9.1.2 Signal Heads, type, location and timing.

6.9.1.3 Specifications for controller units.

6.9.1.4 Items quantity take off, specifications and estimates.

## 6.10 Maintenance of Traffic Plans

6.10.1 The Engineer will prepare construction phasing information which will outline sequences of construction and traffic control, as needed.

6.10.2 MOT plans shall be in accordance with the requirements contained in the "State of Florida Manual on Traffic Controls and Safety Practices for Street and Highways Construction, Maintenance and Utility Operations."

6.10.3 The MOT plan will first be presented to COUNTY concurrently with submittal to FDOT for permitting.

## 6.11 Quantity Estimation

6.11.1 The Engineer will compute the quantities of all materials required for construction and prepare a pay item schedule listing the various construction details. This Quantity Takeoff to be presented to COUNTY at the 90% stage of design in MS Excel format.

6.11.2 The quantity take off shall be the basis for the cost estimate, also known as, the Estimate of Probable Cost.

## 6.12 Estimate of Probable Cost

6.12.1 The Engineer will furnish preliminary engineer's estimate of probable cost at the 90% and Bid Documents stages, in Microsoft Excel electronic format.

6.12.2 Estimates of Probable Cost under this section are based on bid item quantities described in the Quantity Estimation section. Individual item cost to obtained from COUNTY historical bids data and adjusted at the discretion of the Engineer of Record for the PROJECT.

## 6.13 Special Provisions

6.13.1 The Engineer will prepare Special Provisions to the project construction specifications, based on the Marion County standards. The extent of the Engineer's specifications will be as a supplement to the standard specifications.

6.13.2 Special provisions provide to COUNTY in MS Word format.

## 6.14 Permitting

6.14.1 The Engineer will research and contact (as needed) the following regulatory agencies to verify the extent of permit requirements for the services under direct design responsibility by the Engineer:

- The Southwest Florida Water Management District
- The Florida Department of Transportation

6.14.2 Engineer will address wetlands and biological impacts as mitigation using applicable wetland mitigation banks or relocation for protected species as applicable . Designs for the creation of wetlands shall be considered additional services. Wetlands and protected species are expected to be found in this PROJECT but are not considered fatal flaws.

6.14.3 The Engineer and supporting sub-consultants will prepare applicable permit applications, calculations, drawings, reports and sketches, for submittal to the pertinent permitting agency.

6.14.4 The Engineer will submit a N.O.I. The NPDES permit to be submitted by the contractor with coordination with the Engineer, under a separate agreement (Post-Design Services).

6.14.5 The Engineer will follow the permitting process, provide support, respond to questions until approval of the permits. Since the Engineer can not guarantee

approval of permits, the support included in this agreement shall be for a reasonable time and effort, as set forth by current standards of practice for Marion County and the State of Florida.

6.14.6 Marion County shall bear the cost of permit application fees.

6.14.7 The Engineer shall be responsible for certification of completion and close out of permits for which the Engineer prepared applications. This work shall be part of the Post-Design Services under separate agreement.

#### 6.15 Geotechnical Engineering

6.15.1 The Engineer will develop the scope of geotechnical investigation for design of the roadway and DRAs, and coordinate its implementation.

6.15.2 COUNTY shall contract directly with the Geotechnical sub-consultant. The cost of the geotechnical investigation described above shall not be part of this agreement.

#### 6.16 Plan Reviews

6.16.1 The Engineer shall submit four (4) hard copy sets of the plans, and one (1) electronic set in PDF format to Marion County for review and comment at thirty (30), sixty (60) and ninety (90) percent stages of project completion. Final document submittal is covered under the Deliverables Section below.

6.16.2 Marion County may reproduce documents as needed for their use/distribution.

#### 6.17 Site Visits

6.17.1 The Engineer will conduct a total of 16 personnel-site-visits.

#### 6.18 Coordination

6.18.1 The Engineer will coordinate the design effort with the County and other regulatory agencies such as the WMD and DEP.

6.18.2 The Engineer will attend coordination meetings, public meetings, as described in the Limits of Services section.

6.18.3 The Engineer will coordinate with Utility companies by making design plans available at the official submittal project stages of 60%, 90%. Plans to be made available electronically in PDF format.

6.18.4 Internally the Engineer will coordinate with subconsultants, including surveying, environmental, cultural and bridge.

6.18.5 ENGINEER will coordinate with FDOT and their consultant regarding the roadway segment north of the PROJECT, known as NW 49th-35th Street Phase 2C.

#### 6.19 Bidding Support

- 6.19.1 Engineer will assist County in bidding the project and selecting a contractor.
- 6.19.2 Attend the pre-bid conference and answer design-related questions.
- 6.19.3 Attend conferences and utility coordinating meetings as described in the Limits of Services section, below.
- 6.19.4 Assist the County in responding to questions and preparing addendums to be issued by the COUNTY.
- 6.19.5 Review bids and prepare recommendations to the COUNTY.

## 6.20 Meetings

- 6.20.1 Attend up to ONE (1) public meetings, which could be Public Information Meeting or meetings at the MCBCC. The Engineer will provide a display and/or presentation suitable to discuss the project at the meeting.
- 6.20.2 Attend 1 Utility Coordination Meeting. Meetings to be scheduled by the OCE.
- 6.20.3 Schedule and Attend pre-application meetings with FDOT and WMD.
- 6.20.4 Attend 1 Pre-Bid Conference and assist OCE to respond to questions and addendums.
- 6.20.5 Attend and conduct up to 6 progress meetings for project updates, at the county engineering conference room. Meeting to be scheduled by the OCE.
- 6.20.6 Set up and attend meetings with regulatory agencies such as WMD, FDOT, as needed in support of permit applications.

## 6.21 Parcel Sketch

- 6.21.1 This agreement does not include preparation of a ROW map or Parcel sketches. These are considered additional services.

## 6.22 Environmental

- 6.22.1 ENGINEER will conduct a survey and prepare a report identifying wetlands or protected species within the Project Limits.
- 6.22.2 This agreement includes coordination to classify wetlands as "small isolated" wetlands requiring no further action. Mitigation if required shall be considered additional services.
- 6.22.3 This agreement assumes that no protected species will be found within the Project Limits. Coordination and/or plans for mitigation/relocation of species shall be considered additional services.

## 6.23 Cultural & Archaeological

6.23.1 ENGINEER will conduct a survey and prepare a report identifying archaeological and cultural significant finds within the Project Limits.

6.23.2 Recovery and cataloging of artifacts shall be considered additional services.

6.24 Document Preparation

6.24.1 Under this section of the agreement ENGINEER will prepare plan sets, reports, design documentation booklet and other pertinent documents as described in the Deliverables section of this agreement.

7 DELIVERABLES

7.1 Preliminary Layout at 40% stage of completion depicting the intersection and approaches with proposed pavement, turn lanes and markings. To be delivered to COUNTY as 4 sets of 11"x17" drawings marked "Preliminary Layout".

7.2 Bid Documents at 90% stage of completion. This submittal shall include Roadway Plans, Signal Plans, MOT Plans. To be delivered to COUNTY as 4 sets of 11"x17" drawings marked "Preliminary".

7.3 Estimate of Probable Cost. Delivered to COUNTY in letter format at the 100% stage of Design.

7.4 Documents for 100% stage of design including 3<sup>rd</sup> party utility designs, to include one (1) original paper reproducible set of construction drawings in 11"x17" format, and a digital copy of the drawings in AutoCad format compatible with OCE; One (1) paper copy of the Special Provisions, and an electronic PDF version; One (1) original paper copy of the final estimate of probable cost of construction, and an electronic MS Excel version. All record sets signed, sealed and dated by the appropriate engineer of record.

7.5 Survey Control Map, showing the control lines for the project survey with BMs, TBMs and datum data elevation, section lines and section line ties. This shall not be construed as a ROW map, and will only depict control lines, BMs without detail information on property lines and right-of-way.

7.6 The Engineer shall submit a status report at the 100% stage, containing a response to comments.

8 LIMIT OF SERVICES

8.1 Exclusions And Additional Services (Not Part Of This Agreement)

8.1.1 Water and sanitary sewer systems.

8.1.1.1 Design of water and sewer for this corridor is not part of this agreement.

8.1.1.2 This agreement includes services to attach design documents prepared by others to the final bid documents.

- 8.1.1.3 It shall be the responsibility of the 3<sup>rd</sup> party designing the water, sewer or other utility system to coordinate their design with the ENGINEER.
- 8.1.1.4 Re-design of the Engineer's systems to resolve conflicts with design by 3<sup>rd</sup> parties may result in additional fees.
- 8.1.2 Right-Of-Way Items Not Included In This Agreement:
  - 8.1.2.1 Right-of-way map, or Parcel Sketches, if requested, to be prepared as part of Post-Design Services, under a separate agreement.
  - 8.1.2.2 Condemnation-related meetings, expert testimony, parcel cure support and related services for ROW acquisition and/or condemnation are not included in the total fee for this agreement
  - 8.1.2.3 Right-of-way Items not included in the total fees for this agreement shall be billed on an hourly rate basis at the rates for this agreement.
- 8.1.3 Contamination-related Environmental studies, well closures, contamination mitigation studies.
- 8.1.4 Recovery and cataloging of archaeological artifacts, construction overview and related expenses, are not part of this contract due to their uncertain nature.
- 8.1.5 Geotechnical testing beyond the scope of services listed in this agreement shall be considered additional services.
- 8.1.6 Aerial photography in addition to that supplied by OCE.
- 8.1.7 Permit close-out, certification of completion and review of as-built drawings for permits under the control of the Engineer (for which the engineer prepared applications and documentation) shall be the responsibility of the engineer. This work to be covered under the Post-Design Services, under separate agreement.

— End of Section 8 —

Section 9: Design Fees Follows on Next Page

9 DESIGN FEES

See Attached Breakdown

----- END OF SCOPE OF SERVICES -----

U.S. 27 & NW 70th Avenue Intersection Design August 12, 2019		GUERRA DEVELOPMENT CORPORATION													TOTALS	
		HOURLY BREAKDOWN BY TASK														
		PRINCIPAL	PROJECT MANAGER	P.E. STAFF ENGINEER	STAFF ENGINEER	P.E. STRUCT. ENGINEER	ROW ACQ. SPECIALIST	CADD SEN. DESIGNER	CADD TECHNICIAN	CLERICAL	REG. SURV. & MAPPER	2-PERSON SURV. CREW	3-PERSON SURV. CREW	SUB-CONSULTANT		
HOURLY RATE	\$ 225.00	\$ 175.00	\$ 150.00	\$ 120.00	\$ 175.00	\$ 90.00	\$ 100.00	\$ 85.00	\$ 45.00	\$ 140.00	\$ 125.00	\$ 145.00	\$ 1.00			
TASK DESCRIPTION																
TASK 1 - SURVEY	8	8					18	18	6						22,000	22052
	1,350	1,400	0	0	0	0	1,600	1,360	270	0	0	0	0	0	22,000	\$ 27,890
TASK 2 - ENVIRONMENTAL SURVEY & REPORT	4	18					24	18	2						8,700	8784
	300	2,800	0	0	0	0	2,400	1,630	90	0	0	0	0	0	8,700	\$ 16,420
TASK 3 - ARCHAEOLOGICAL/CULTURAL SURVEY & REPORT	4	18					12	8	2						7,600	7942
	300	2,800	0	0	0	0	1,200	680	90	0	0	0	0	0	7,600	\$ 13,470
TASK 4 - GEOTECHNICAL SCOPE & COORDINATION	4	32					40	24	4							104
	300	5,600	0	0	0	0	4,000	2,040	180	0	0	0	0	0		\$ 12,720
TASK 5 - TRAFFIC - TRAFFIC MEMORANDUM	2	4							2						7,350	7356
	450	700	0	0	0	0	0	0	90	0	0	0	0	0	7,350	\$ 8,590
TASK 6 - TRAFFIC - SIGNAL DESIGN	4	8					12	24	4						25,500	25562
	300	1,400	0	0	0	0	1,200	2,040	180	0	0	0	0	0	25,500	\$ 31,220
TASK 7 - TRAFFIC - MOT PLAN	4	24					32	32	2							94
	300	4,200	0	0	0	0	3,200	2,720	90	0	0	0	0	0		\$ 11,110
TASK 8 - TRAFFIC - MARKINGS & SIGNS	4	24					32	48	2							110
	300	4,200	0	0	0	0	3,200	4,080	90	0	0	0	0	0		\$ 12,470
TASK 9 - RESEARCH, MEETINGS & COORDINATION	16	32					32	24	6							120
	3,600	7,350	0	0	0	0	3,200	2,040	270	0	0	0	0	0		\$ 16,460
TASK 10 - ROADWAY PLANS	32	128					214	220	23							717
	7,200	22,400	0	0	0	0	21,400	22,200	1,035	0	0	0	0	0		\$ 78,235
TASK 11 - DRAINAGE DESIGN & MODELING	4	40					32	32	4							112
	300	7,000	0	0	0	0	3,200	2,720	180	0	0	0	0	0		\$ 14,000
TASK 12 - PERMITTING (FDOT DRAINAGE, TRAFFIC, SWP/MSD)	8	40					24	24	6							102
	1,800	7,000	0	0	0	0	2,400	2,040	270	0	0	0	0	0		\$ 13,610
TASK 13 - EXISTING UTILITY RESEARCH & DEPICTION	1	8					8	16	4							37
	225	1,400	0	0	0	0	800	1,360	180	0	0	0	0	0		\$ 3,965
TASK 14 - PROPOSED UTILITIES RESEARCH & DEPICTION	4	8					32	24	6							74
	300	1,400	0	0	0	0	3,200	2,040	270	0	0	0	0	0		\$ 7,810
TASK 15 - QUANTITY TAKE-OFF	2	6					32									40
	450	1,050	0	0	0	0	3,200	0	0	0	0	0	0	0		\$ 4,700
TASK 16 - ESTIMATE OF PROBABLE COST	2	18							2							20
	450	2,800	0	0	0	0	0	0	90	0	0	0	0	0		\$ 3,340
TASK 17 - SPECIAL PROVISIONS	24	18							8							48
	5,400	2,800	0	0	0	0	0	0	360	0	0	0	0	0		\$ 8,560
FEES																
PERSONNEL HOURS	125	439	0	0	0	0	547	610	63	0	0	0	0	0	71,350	73146
AMOUNT	\$ 28,125	\$ 78,300	\$ 0	\$ 0	\$ 0	\$ 0	\$ 54,200	\$ 51,650	\$ 3,735	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 71,350	\$ 285,560

EXHIBIT "B" SCHEDULE OF DESIGN FEES



SECOND 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 Second 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 February 3, 2020 (the "Term").
3. This Amendment is for Engineering and Design Services for SR 40 & NW 80<sup>th</sup> Avenue Intersection Design, 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 Two Hundred Fifty-Nine Thousand, Seven Hundred Dollars and Zero Cents (\$259,700.00) (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:

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

\_\_\_\_\_  
DAVID R. ELLSPERMANN,      DATE  
CLERK OF COURT

\_\_\_\_\_  
MICHELLE STONE,                      DATE  
CHAIRMAN

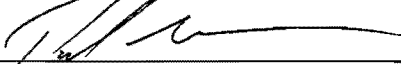
**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

**BCC APPROVED:**


August 20, 2019  
18Q-160-CA-02 | SW/NW 80th/70th Avenue  
Widening, SR 40 & NW 80<sup>th</sup> Avenue Int. Design

  
for MATTHEW G. MINTER,      9-10-19      DATE  
MARION COUNTY ATTORNEY

WITNESS:

  
SIGNATURE  
Paul Williams  
PRINTED NAME

WITNESS:

  
SIGNATURE  
Andrew Malleck  
PRINTED NAME

**GUERRA DEVELOPMENT GROUP**

Lori S. Guerra 9-5-19  
BY: Lori S. Guerra DATE  
PRINTED: Secretary / Treasurer  
ITS: (TITLE)

EXHIBIT "A"

SCOPE OF SERVICES FOR

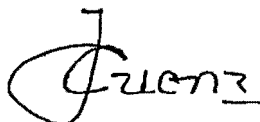
**S.R. 40 & NW 80<sup>th</sup> DESIGN & PERMITTING**

(From PER Station 336+00 to 363+00 Plus U.S. 27, Approximately 3,900 Feet)

FOR THE MARION COUNTY BOARD OF COUNTY COMMISSIONERS

August 12, 2019

Signed This 14<sup>th</sup> Day of August, 2019 by,



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

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## 1 DEFINITIONS

PROJECT=	S.R. 40 & NW 80 <sup>th</sup> Avenue Intersection - Design & Permitting
COUNTY=	Marion County
OCE=	Marion County Office of the County Engineer
ENGINEER=	The Prime Consultant for the PROJECT, Guerra Development Corp.
PO=	Purchase Order
PED&R=	Preliminary Engineering Design & 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

## 2 BACKGROUND

- 2.1 COUNTY contracted with the ENGINEER to provide engineering consulting services for the design and permitting of the improvements to the intersection of S.R. 40 & NW 80<sup>th</sup> Avenue, herein after referred to as PROJECT.
- 2.2 The existing intersection will be improved to meet the traffic demands as determined by a traffic study prepared by Kimley Horn Associates (KHA) working as a subconsultant to Guerra Development Corporation (GDC).
- 2.3 GDC is currently under contract working on the SW-NW 70th-80th Avenue Preliminary Engineering Report (PER) for COUNTY. It is COUNTY's objective that the design of the intersection matches the requirements as determined by the PER project.

## 3 GENERAL

- 3.1 This agreement is for consulting engineering services related to the PROJECT.
- 3.2 Services outlined in this agreement encompass the consulting work necessary to complete the design documents for the PROJECT.
- 3.3 COUNTY agrees to engage the ENGINEER under a future contract for post-design services to provide site visits, advice and support, as well as to oversee construction of the PROJECT described under this agreement.

## 4 PROJECT LIMITS

- 4.1 PROJECT limits include the proposed ROW for NW 70<sup>th</sup> Avenue from Station 336+00 to 363+00 approximately. And,
- 4.2 The ROW for approximately 1,300 feet along S.R. 40 centered on the intersection. And,
- 4.3 Proposed DRA sites and drainage right-of-way and easements within and outside of the PROPERTY. And,

4.4 Any side street and its ROW which may be impacted by the Final Design.

## 5 PROJECT SCHEDULE

5.1 Project services shall be accomplished within the following time frames. Work to commence immediately after receiving a Notice to Proceed (NTP) from the Marion County Procurement Department.

5.2 This schedule assumes COUNTY reviews and issues comments within one week after receipt of documents.

5.3 The Engineer will notify the Office of the County Engineer (OCE) of unexpected issues affecting the project's time frame.

5.4 Milestones, referenced from NTP. Durations shows task duration and cumulative.

5.4.1 Milestone 1: Completion of Data Collection, including survey, Archaeological, Environmental, Geotechnical: 23 September 2019

5.4.2 Milestone 2: Preliminary Layout (approx. 40% design stage, Full Intersection Layout): 7 October 2019

5.4.3 Milestone 3: Permit Applications to FDOT & WMD: 14 October 2019

5.4.4 Milestone 4: Design Documents at 90%: 13 January 2020

5.4.5 Milestone 5: Bid Documents Complete: 27 January 2020

5.4.6 Milestone 6: Latest Permit Approval Date: 3 February 2020

5.4.7 Milestone 7: COUNTY may advertise Bid: 3 February 2020

Compressed time frames requires COUNTY review time of 1 week.

## 6 SPECIFIC SERVICES TO BE PROVIDED BY THE ENGINEER

6.1 Coordination with SW-NW 70th-80th PER

6.1.1 ENGINEER will endeavor to coordinate the improvements proposed for the intersection with those proposed by the PER for 70th-80th Avenue, in order to reduce the amount of improvements which would have to be destroyed at a later date to accommodate the full build-out of 70th-80th Avenue.

6.1.2 This may include planning the intersection's ROW take for the full build-out condition even though not all improvements are built at this time, or DRA locations and size to allow for future expansion when needed for the PER project.

6.2 Survey & Right of Way

6.2.1 The Engineer will conduct field surveys for use in final design to supplement the work performed at the PER phase and available surveys.

- 6.2.2 Survey along S.R. 40 shall be in accordance with FDOT requirements as discussed in pre-application meetings between GDC and FDOT. Survey along NW 80<sup>th</sup> Avenue to be sufficient for permitting and construction of the intersection improvements.
- 6.2.3 Field survey to locate the following within the proposed right-of-way and a minimum 10' wide strip along each side of the proposed right-of-way: Topography, utilities, above-ground improvements, drainage system, finish floor elevation for affected buildings, driveways. Major improvements (such as buildings) within a 50' wide strip along each side of the proposed right-of-way will also be located.
- 6.2.4 The topography datum will be consistent with the PER phase of the SW-NW 70th-80th Avenue PER project.
- 6.2.5 Stake-out location for testing.

### 6.3 Roadway Plans

- 6.3.1 The Engineer will prepare final construction plans for the proposed roadway and intersections. The plan will include, but not be limited to, the following:
  - Cover sheet.
  - General project notes.
  - Typical Sections.
  - Existing drainage basins map with proposed DRA locations.
  - Miscellaneous construction details.
  - Plan and Profile drawings.
  - Road cross sections at 100' (min.) intervals plus critical locations, such as driveways, cross drains and major drainage structures. Cross sections to include elevations.
  - Details necessary to clarify intent of design.
  - Erosion Control Plan.
  - MOT Plans
- 6.3.2 The Engineer will coordinate water, sewer and other utility plans (by others) with the utility owner should they desire to install utility lines as part of PROJECT.
- 6.3.3 The roadway plans under this contract will be based on a roadway typical section as approved by the OCE no later than 16 September 2019, and modified as needed by actual site conditions found during the Final Design phase.

### 6.4 Drainage Design

The Engineer will prepare drainage designs to provide storm water management for the proposed intersection improvements. This agreement does not include designs and associated services to resolve existing offsite drainage problems, which shall be considered additional services. Work included in the scope of services include:

- 6.4.1 Collect and review available drainage data, including existing drainage maps.
- 6.4.2 Drainage areas delineated on aerial maps.
- 6.4.3 Drainage system to be designed per applicable standards and criteria from

FDOT, WMD, COUNTY, or as approved by the OCE.

6.4.4 Non-standard drainage structures will be detailed.

6.4.5 All drainage maps, details, etc. will be incorporated with, and become an integral part of the overall roadway plans.

6.4.6 Soil borings location for the DRAs shall be identified on the DRA sheets and the boring logs shall be included on the set of plans in a Soil Boring Section.

6.4.7 Existing improvements, including storm drainage, will be shown and labeled as appropriate on the plan view of the plan and profile sheets. Existing improvements to remain, shall be labeled accordingly on the plan and profile sheets.

#### 6.5 Existing Utilities

6.5.1 ENGINEER to locate existing utilities within the Project Limits by plotting of utility maps provided by Utility Owners and by survey of above ground improvements.

6.5.2 Location of underground utilities by excavation is not part of this agreement.

6.5.3 COUNTY shall request utility companies with facilities within the Project Limits that as-built maps their improvements be provided to the ENGINEER within 2 weeks of the request.

#### 6.6 New Utility Design Depiction

6.6.1 The City of Ocala or other utility owners may prepare conceptual and detailed designs and construction notations, instructions and specifications for their proposed utilities and obtain all applicable permits, such as from the Florida Department of Environmental Protection (FDEP). Permit fees shall be paid for by the applicant owner of the utility.

6.6.2 The proposed utilities will be depicted on drawings prepared and certified by each utility company. No separate utility drawings will be prepared by the Engineer as part of this agreement.

6.6.3 Designers for the various utility systems shall coordinate with the design of the other project components (such as roadway and drainage) to avoid conflicts.

6.6.4 Marion County shall ask utility owners to provide a final design for the utilities within 3 weeks after receipt of the Preliminary Layout drawings from the Engineer.

6.6.5 Marion County shall ask utility companies to provide the design of said utilities to the engineer in electronic format compatible for insertion into the Engineer's drawings. The only responsibility by the Engineer as part of this agreement shall be to verify and notify the OCE of potential underground conflicts between the proposed utility design (by third parties) and the roadway and drainage design by the Engineer. Proposed design shall be provided in electronic format compatible for insertion into ENGINEER's drawings.

6.6.6 The engineer in responsible charge for the design of each utility shall be required



to certify the drawings showing their utility design.

## 6.7 Signs & Pavement Markings

6.7.1 The Engineer will prepare ground signing and pavement marking plans compatible with the roadway and traffic signalization design. All signs and pavement markings will conform to Florida Department of Transportation Traffic Operations Standards and the Manual on Uniform Traffic Control Devices. The plans will contain, but not be limited to, the following:

6.7.1.1 Show the location of ground signs and pavement markings.

6.7.1.2 Details of signs, as needed.

6.7.1.3 Designated numbers for signing.

6.7.1.4 Pay items for signs and pavement markings.

## 6.8 Traffic Memorandum (TM)

6.8.1 ENGINEER to prepare a Traffic Memorandum and submit for review and approval by FDOT as justification for intersection improvements.

6.8.2 The TM shall be prepared by a Florida Licensed Professional Engineer with experience in the Traffic Engineering field.

## 6.9 Signal Plans

6.9.1 The Engineer will prepare Signal Plans. All signs and pavement markings will conform to Florida Department of Transportation Traffic Operations Standards and the Manual on Uniform Traffic Control Devices. The plans will contain, but not be limited to, the following:

6.9.1.1 Structural Design of Poles and supporting wires.

6.9.1.2 Signal Heads, type, location and timing.

6.9.1.3 Specifications for controller units.

6.9.1.4 Items quantity take off, specifications and estimates.

## 6.10 Maintenance of Traffic Plans

6.10.1 The Engineer will prepare construction phasing information which will outline sequences of construction and traffic control, as needed.

6.10.2 MOT plans shall be in accordance with the requirements contained in the "State of Florida Manual on Traffic Controls and Safety Practices for Street and Highways Construction, Maintenance and Utility Operations."

6.10.3 The MOT plan will first be presented to COUNTY concurrently with submittal to FDOT for permitting.

6.11 Quantity Estimation

6.11.1 The Engineer will compute the quantities of all materials required for construction and prepare a pay item schedule listing the various construction details. This Quantity Takeoff to be presented to COUNTY at the 90% stage of design in MS Excel format.

6.11.2 The quantity take off shall be the basis for the cost estimate, also known as, the Estimate of Probable Cost.

6.12 Estimate of Probable Cost

6.12.1 The Engineer will furnish preliminary engineer's estimate of probable cost at the 90% and Bid Documents stages, in Microsoft Excel electronic format.

6.12.2 Estimates of Probable Cost under this section are based on bid item quantities described in the Quantity Estimation section. Individual item cost to obtained from COUNTY historical bids data and adjusted at the discretion of the Engineer of Record for the PROJECT.

6.13 Special Provisions

6.13.1 The Engineer will prepare Special Provisions to the project construction specifications, based on the Marion County standards. The extent of the Engineer's specifications will be as a supplement to the standard specifications.

6.13.2 Special provisions provide to COUNTY in MS Word format.

6.14 Permitting

6.14.1 The Engineer will research and contact (as needed) the following regulatory agencies to verify the extent of permit requirements for the services under direct design responsibility by the Engineer:

- The Southwest Florida Water Management District
- The Florida Department of Transportation

6.14.2 Engineer will address wetlands and biological impacts as mitigation using applicable wetland mitigation banks or relocation for protected species as applicable . Designs for the creation of wetlands shall be considered additional services. Wetlands and protected species are expected to be found in this PROJECT but are not considered fatal flaws.

6.14.3 The Engineer and supporting sub-consultants will prepare applicable permit applications, calculations, drawings, reports and sketches, for submittal to the pertinent permitting agency.

6.14.4 The Engineer will submit a N.O.I. The NPDES permit to be submitted by the contractor with coordination with the Engineer, under a separate agreement (Post-Design Services).

6.14.5 The Engineer will follow the permitting process, provide support, respond to questions until approval of the permits. Since the Engineer can not guarantee

approval of permits, the support included in this agreement shall be for a reasonable time and effort, as set forth by current standards of practice for Marion County and the State of Florida.

6.14.6 Marion County shall bear the cost of permit application fees.

6.14.7 The Engineer shall be responsible for certification of completion and close out of permits for which the Engineer prepared applications. This work shall be part of the Post-Design Services under separate agreement.

#### 6.15 Geotechnical Engineering

6.15.1 The Engineer will develop the scope of geotechnical investigation for design of the roadway and DRAs, and coordinate its implementation.

6.15.2 COUNTY shall contract directly with the Geotechnical sub-consultant. The cost of the geotechnical investigation described above shall not be part of this agreement.

#### 6.16 Plan Reviews

6.16.1 The Engineer shall submit four (4) hard copy sets of the plans, and one (1) electronic set in PDF format to Marion County for review and comment at thirty (30), sixty (60) and ninety (90) percent stages of project completion. Final document submittal is covered under the Deliverables Section below.

6.16.2 Marion County may reproduce documents as needed for their use/distribution.

#### 6.17 Site Visits

6.17.1 The Engineer will conduct a total of 16 personnel-site-visits.

#### 6.18 Coordination

6.18.1 The Engineer will coordinate the design effort with the County and other regulatory agencies such as the WMD and DEP.

6.18.2 The Engineer will attend coordination meetings, public meetings, as described in the Limits of Services section.

6.18.3 The Engineer will coordinate with Utility companies by making design plans available at the official submittal project stages of 60%, 90%. Plans to be made available electronically in PDF format.

6.18.4 Internally the Engineer will coordinate with subconsultants, including surveying, environmental, cultural and bridge.

6.18.5 ENGINEER will coordinate with FDOT and their consultant regarding the roadway segment north of the PROJECT, known as NW 49th-35th Street Phase 2C.

#### 6.19 Bidding Support

- 6.19.1 Engineer will assist County in bidding the project and selecting a contractor.
- 6.19.2 Attend the pre-bid conference and answer design-related questions.
- 6.19.3 Attend conferences and utility coordinating meetings as described in the Limits of Services section, below.
- 6.19.4 Assist the County in responding to questions and preparing addendums to be issued by the COUNTY.
- 6.19.5 Review bids and prepare recommendations to the COUNTY.

## 6.20 Meetings

- 6.20.1 Attend up to ONE (1) public meetings, which could be Public Information Meeting or meetings at the MCBCC. The Engineer will provide a display and/or presentation suitable to discuss the project at the meeting.
- 6.20.2 Attend 1 Utility Coordination Meeting. Meetings to be scheduled by the OCE.
- 6.20.3 Schedule and Attend pre-application meetings with FDOT and WMD.
- 6.20.4 Attend 1 Pre-Bid Conference and assist OCE to respond to questions and addendums.
- 6.20.5 Attend and conduct up to 6 progress meetings for project updates, at the county engineering conference room. Meeting to be scheduled by the OCE.
- 6.20.6 Set up and attend meetings with regulatory agencies such as WMD, FDOT, as needed in support of permit applications.

## 6.21 Parcel Sketch

- 6.21.1 This agreement does not include preparation of a ROW map or Parcel sketches. These are considered additional services.

## 6.22 Environmental

- 6.22.1 ENGINEER will conduct a survey and prepare a report identifying wetlands or protected species within the Project Limits.
- 6.22.2 This agreement includes coordination to classify wetlands as "small isolated" wetlands requiring no further action. Mitigation if required shall be considered additional services.
- 6.22.3 This agreement assumes that no protected species will be found within the Project Limits. Coordination and/or plans for mitigation/relocation of species shall be considered additional services.

## 6.23 Cultural & Archaeological

6.23.1 ENGINEER will conduct a survey and prepare a report identifying archaeological and cultural significant finds within the Project Limits.

6.23.2 Recovery and cataloging of artifacts shall be considered additional services.

6.24 Document Preparation

6.24.1 Under this section of the agreement ENGINEER will prepare plan sets, reports, design documentation booklet and other pertinent documents as described in the Deliverables section of this agreement.

7 DELIVERABLES

7.1 Preliminary Layout at 40% stage of completion depicting the intersection and approaches with proposed pavement, turn lanes and markings. To be delivered to COUNTY as 4 sets of 11"x17" drawings marked "Preliminary Layout".

7.2 Bid Documents at 90% stage of completion. This submittal shall include Roadway Plans, Signal Plans, MOT Plans. To be delivered to COUNTY as 4 sets of 11"x17" drawings marked "Preliminary".

7.3 Estimate of Probable Cost. Delivered to COUNTY in letter format at the 100% stage of Design.

7.4 Documents for 100% stage of design including 3<sup>rd</sup> party utility designs, to include one (1) original paper reproducible set of construction drawings in 11"x17" format, and a digital copy of the drawings in AutoCad format compatible with OCE; One (1) paper copy of the Special Provisions, and an electronic PDF version; One (1) original paper copy of the final estimate of probable cost of construction, and an electronic MS Excel version. All record sets signed, sealed and dated by the appropriate engineer of record.

7.5 Survey Control Map, showing the control lines for the project survey with BMs, TBMs and datum data elevation, section lines and section line ties. This shall not be construed as a ROW map, and will only depict control lines, BMs without detail information on property lines and right-of-way.

7.6 The Engineer shall submit a status report at the 100% stage, containing a response to comments.

8 LIMIT OF SERVICES

8.1 Exclusions And Additional Services (Not Part Of This Agreement)

8.1.1 Water and sanitary sewer systems.

8.1.1.1 Design of water and sewer for this corridor is not part of this agreement.

8.1.1.2 This agreement includes services to attach design documents prepared by others to the final bid documents.

- 8.1.1.3 It shall be the responsibility of the 3<sup>rd</sup> party designing the water, sewer or other utility system to coordinate their design with the ENGINEER.
- 8.1.1.4 Re-design of the Engineer's systems to resolve conflicts with design by 3<sup>rd</sup> parties may result in additional fees.
- 8.1.2 Right-Of-Way Items Not Included In This Agreement:
  - 8.1.2.1 Right-of-way map, or Parcel Sketches, if requested, to be prepared as part of Post-Design Services, under a separate agreement.
  - 8.1.2.2 Condemnation-related meetings, expert testimony, parcel cure support and related services for ROW acquisition and/or condemnation are not included in the total fee for this agreement
  - 8.1.2.3 Right-of-way Items not included in the total fees for this agreement shall be billed on an hourly rate basis at the rates for this agreement.
- 8.1.3 Contamination-related Environmental studies, well closures, contamination mitigation studies.
- 8.1.4 Recovery and cataloging of archaeological artifacts, construction overview and related expenses, are not part of this contract due to their uncertain nature.
- 8.1.5 Geotechnical testing beyond the scope of services listed in this agreement shall be considered additional services.
- 8.1.6 Aerial photography in addition to that supplied by OCE.
- 8.1.7 Permit close-out, certification of completion and review of as-built drawings for permits under the control of the Engineer (for which the engineer prepared applications and documentation) shall be the responsibility of the engineer. This work to be covered under the Post-Design Services, under separate agreement.

— End of Section 8 —

Section 9: Design Fees Follows on Next Page

9 DESIGN FEES

See Attached Breakdown

----- END OF SCOPE OF SERVICES -----

S.R. 40 & NW 80th Avenue Intersection Design August 12, 2010		GUERRA DEVELOPMENT CORPORATION													
		HOURLY BREAKDOWN BY TASK													
		PRINCIPAL	PROJECT MANAGER	P.E. STAFF ENGINEER	STAFF ENGINEER	P.E. STRUCT. ENGINEER	ROW ACQ. SPECIALIST	CADD SEN. DESIGNER	CADD TECHNICIAN	CLERICAL	REG. SURV. & MAPPER	2-PERSON SURV. CREW	3-PERSON SURV. CREW	SUB-CONSULTANT	TOTALS
HOURLY RATE	\$ 225.00	\$ 175.00	\$ 150.00	\$ 120.00	\$ 175.00	\$ 80.00	\$ 100.00	\$ 85.00	\$ 45.00	\$ 140.00	\$ 125.00	\$ 145.00	\$ 1.00		
TASK DESCRIPTION															
TASK 1 - SURVEY	6	8					18	16	8					18,500	18552
	1,350	1,400	0	0	0	0	1,800	1,360	270	0	0	0	0	18,500	\$ 24,480
TASK 2 - ENVIRONMENTAL SURVEY & REPORT	4	16					24	18	2					8,200	8264
	900	2,800	0	0	0	0	2,400	1,630	90	0	0	0	0	8,200	\$ 15,820
TASK 3 - ARCHAEOLOGICAL / CULTURAL SURVEY & REPORT	4	16					12	8	2					7,400	7442
	900	2,800	0	0	0	0	1,200	680	90	0	0	0	0	7,400	\$ 13,070
TASK 4 - GEOTECHNICAL SCOPE & COORDINATION	4	32					40	24	4						104
	900	5,600	0	0	0	0	4,000	2,040	160	0	0	0	0		\$ 12,720
TASK 5 - TRAFFIC - TRAFFIC MEMORANDUM	2	4							2					7,350	7358
	450	700	0	0	0	0	0	0	90	0	0	0	0	7,350	\$ 8,990
TASK 6 - TRAFFIC - SIGNAL DESIGN	2	6					12	24	4					34,200	34248
	450	1,050	0	0	0	0	1,200	2,040	180	0	0	0	0	34,200	\$ 39,120
TASK 7 - TRAFFIC - MOT PLAN	4	24					32	32	2						84
	900	4,200	0	0	0	0	3,200	2,720	80	0	0	0	0		\$ 11,110
TASK 8 - TRAFFIC - MARKINGS & SIGNS	4	24					32	48	2						110
	900	4,200	0	0	0	0	3,200	4,080	90	0	0	0	0		\$ 12,470
TASK 9 - RESEARCH, MEETINGS & COORDINATION	12	38					27	22	6						105
	2,700	6,650	0	0	0	0	2,700	1,870	270	0	0	0	0		\$ 14,180
TASK 10 - ROADWAY PLANS	24	102					189	220	23						558
	5,400	17,650	0	0	0	0	18,900	18,700	1,035	0	0	0	0		\$ 61,885
TASK 11 - DRAINAGE DESIGN & MODELING	4	40					32	32	4						112
	900	7,000	0	0	0	0	3,200	2,720	160	0	0	0	0		\$ 14,000
TASK 12 - PERMITTING (FDOT DRAINAGE, TRAFFIC, SWP/WMD)	6	32					24	24	6						92
	1,350	5,600	0	0	0	0	2,400	2,040	270	0	0	0	0		\$ 11,660
TASK 13 - EXISTING UTILITIES RESEARCH & DEPICTION	1	6					8	12	4						31
	225	1,050	0	0	0	0	800	1,020	160	0	0	0	0		\$ 3,275
TASK 14 - PROPOSED UTILITIES RESEARCH & DEPICTION	2	6					24	18	8						56
	450	1,050	0	0	0	0	2,400	1,530	270	0	0	0	0		\$ 5,700
TASK 15 - QUANTITY TAKE-OFF	2	6					32								40
	450	1,050	0	0	0	0	3,200	0	0	0	0	0	0		\$ 4,700
TASK 16 - ESTIMATE OF PROBABLE COST	2	12							2						18
	450	2,100	0	0	0	0	0	0	90	0	0	0	0		\$ 2,640
TASK 17 - SPECIAL PROVISIONS	8	12							6						26
	1,800	2,100	0	0	0	0	0	0	270	0	0	0	0		\$ 4,170
FEES															
PERSONNEL HOURS	91	384	0	0	0	0	504	498	81	0	0	0	0	75,650	77208
AMOUNT	\$ 20,475	\$ 67,200	\$ 0	\$ 0	\$ 0	\$ 0	\$ 80,400	\$ 42,330	\$ 3,645	\$ 0	\$ 0	\$ 0	\$ 0	\$ 75,650	\$ 259,700

EXHIBIT "B" SCHEDULE OF DESIGN FEES