

TASK ORDER TO THE AGREEMENT

In accordance with the Misc. Maintenance for Roads, Right-of-Ways, and Stormwater Management Facilities Agreement, approved by the Board of County Commissioners on August 1, 2017 (the "Agreement") for work within the scope of Solicitation **17Q-087-TO-54 Sidewalk ADA Ramp Repairs - NE Jacksonville Rd and NW 35th St**, this Project Amendment to the Agreement (this "Amendment") is made and entered into between **Hartman Civil Construction Company, Inc.** whose address 7379 N Whipporwill Terrace, Hernando, FL 34442, and possessing FEIN# 46-5262082 ("CONTRACTOR") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471 ("COUNTY").

WITNESSETH

WHEREAS the parties wish to amend the Agreement as set forth below; and;

IN CONSIDERATION of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

1. This Amendment shall be deemed to amend and become a part of the Agreement in accordance with the original Solicitation and Agreement for Misc. Maintenance for Roads, Right-of-Ways, and Stormwater Management Facilities under 17Q-087.

2. CONTRACTOR's services and performance will be in accordance with the Scope of Services, Exhibit 1 and the Schedule of Values, Exhibit 2, hereto. All Work shall proceed in a timely manner without delays. **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence of this Contractor. The Work may be presumed abandoned after ninety (90) days if CONTRACTOR 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.

3. The total cost for the Project will not exceed Seventy-Two Thousand, Nine Hundred Fifty Dollars and Zero Cents (\$72,950.00). The Project shall reach substantial completion within 60 days from the Notice to Proceed date.

4. 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.

5. **Notices.** Except as otherwise provided herein, all written communication between the parties, including all notices, shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid and if hand delivered, upon personally handing same to the party to whom the notice of other communication is addressed with signed proof of delivery. If otherwise delivered, notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All parties certify that each has software capable of sending electronic mail read receipts to the other. Any party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time.

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.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: office@hartmancivil.com and _____. Designation signifies CONTRACTOR's election to accept notices solely by e-mail.

6. All provisions of the Agreement not specifically amended herein shall remain in full force and effect.

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

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

CARL ZALAK III DATE
CHAIRMAN

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

BCC APPROVED: May 17, 2022
17Q-087-TO-54 Sidewalk ADA Ramp Repairs - NE
Jacksonville Rd and NW 35th St

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

Hartman Civil Construction Company, Inc.

SIGNATURE

BY: DATE

PRINTED NAME

PRINTED:

WITNESS:

ITS: (TITLE)

SIGNATURE

PRINTED NAME

17Q-087-TO-54

Sidewalk ADA Ramp Repairs on Northeast Jacksonville Road & NW 35th Street

PROJECT NAME: Sidewalk ADA Ramp Repairs on Northeast Jacksonville Road and NW 35th Street
WORK REQUEST BEGIN DATE: 14 days from Award Date
WORK REQUEST COMPLETION DATE: 60 days to Final Completion

Scope

This work is for the repair of select curb ramps on Northeast Jacksonville Road between Northwest 1st Avenue & Northeast 33rd Street. All areas will be clearly marked by the County prior to any work being performed.

The work will consist of removal, disposal of and replacement of ten (10) noncompliant curb ramps. Bid will be per curb ramp to include removal, disposal of and replacement of existing ramps to current ADA standards, installation of new truncated dome detectable warning mats, removal, disposal of and replacement of any associated curbing required to properly construct the ramp, up to an additional ten (10) linear feet of sidewalk at each side of the newly constructed ramp, and sod as directed by the County. All work shall comply with the requirements of Bid 17Q-87, and current FDOT Standards. All joints between new and old concrete sidewalk panels and curbing will require expansion joint material conforming to ASTM D 1751. If any County owned property in the Right of Way is damaged or disturbed during the construction sequence it will be put back to pre-construction conditions at no added cost to the County.

Temporary Traffic Control (TTC) will be the responsibility of the Contractor and must be maintained for the duration of the project. A TTC Plan must be submitted 10 working days prior to the beginning of the project. A Request for a Media Release must be submitted 10 working days prior to the start of construction. A representative of the Prime Contractor is required to be on site any time Subcontractors are working on the project

Construction Schedule

The contractor will have 60 days after NTP to complete the task order.

Pre-Bid Meeting

A Pre-Bid Meeting will be scheduled by Procurement to answer any questions concerning the scope. Quotes will be due 1 week after the Pre-Bid Meeting is held.

Submittals Required 10 Working Days Prior to Construction

1. Construction Schedule
2. List of Subcontractors
3. MOT Plan
4. Request for Media Release
5. Concrete Mix Design 3000 psi
6. Truncated Dome Detectable Warning Material

EXHIBIT 2
17Q-087-TO-54 ~ Sidewalk ADA Ramp Repairs at NE Jacksonville Rd & NW 35th St

BID ITEM	DESCRIPTION	QTY	U/M	UNIT PRICE	TOTAL COST
2.16.2.	Mobilization	1	LS	\$4,000.00	\$4,000.00
2.1.2.	Temporary Traffic Control	1	LS	\$5,000.00	\$5,000.00
2.15.3.	Location #1 West side of NE Jacksonville RD, north side of intersection, at or near 3100 NE Jacksonville RD	1	EA	\$5,000.00	\$5,000.00
2.15.3.	Location #2 West side of NE Jacksonville RD, north side of intersection, at or near 2800 NE Jacksonville RD	1	EA	\$5,000.00	\$5,000.00
2.15.3	Location #3 West side of NE Jacksonville RD, north side of intersection, at or near 2400 NE Jacksonville RD	1	EA	\$5,000.00	\$5,000.00
2.15.3.	Location #4 South side of NE Jacksonville RD, east side of the Magnolia Extension, at or near 100 NE Jacksonville RD	1	EA	\$5,000.00	\$5,000.00
2.15.3.	Location #5 South side of NE Jacksonville RD, west side of the Magnolia Extension, at or near NE Jacksonville RD	1	EA	\$5,000.00	\$5,000.00
2.15.3.	Location #6 South side of NE Jacksonville RD, East side of the intersection, at or near 400 NE Jacksonville RD	1	EA	\$5,000.00	\$5,000.00
2.15.3	Location #7 East side of NE Jacksonville RD, north side of the intersection, at or near 2400 SW NE Jacksonville RD (Northwest slope on existing ramp only)	1	EA	\$5,000.00	\$5,000.00
2.15.3	Location #8 East side of NE Jacksonville RD, north side of the intersection, at or near 2400 SW NE Jacksonville RD	1	EA	\$5,000.00	\$5,000.00
2.15.3.	Location #9 East side of NE Jacksonville RD, North side of the intersection, at or near 2500 SW NE Jacksonville RD	1	EA	\$5,000.00	\$5,000.00
2.15.3	Location #10 East side of NE Jacksonville RD, South side of the intersection, at or near 2500 SW NE Jacksonville RD	1	EA	\$5,000.00	\$5,000.00
2.8.3.	Remove and Replace Sidewalk (4" Thick)	120	SY	\$110.00	\$13,200.00
2.12.3	Sod (Bahia)	75	SY	\$10.00	\$750.00
Total					\$72,950.00
Alternate Item (only if needed)					
Payment & Performance Bonds		1	LS	\$2,500.00	