

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-46 Road Overlay - Bay Rd - Phase 1, this Task Order (this "Amendment") is made and entered into between Art Walker Construction, Inc. whose address 2889 NW 63rd Street, Ocala, FL 34475, and possessing FEIN# 59-3417034 ("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 Three Hundred Eighty-Four Thousand, Two Hundred Twenty-Four Dollars and Zero Cents (\$384,224.00), based on Unit Pricing set forth in the Schedule of Values, Exhibit 2. The Project shall reach Final Completion sixty (60) days from Notice to Proceed Date.

4. This Amendment adds the following provisions to the Agreement:

- **Governing 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@marioncountyfl.org. If CONTRACTOR agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, CONTRACTOR may designate up to two (2) e-mail addresses: office@artwalkerconstruction.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:

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

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

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

SIGNATURE
PRINTED NAME

WITNESS:

SIGNATURE
PRINTED NAME

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

JEFF GOLD DATE
CHAIRMAN

BCC APPROVED: July 30, 2021
17Q-087-TO-46 Road Overlay - Bay Rd - Phase 1

Art Walker Construction, Inc.

BY: DATE
PRINTED:
ITS: (TITLE)

EXHIBIT 1

SCOPE OF SERVICES

17Q-087-TO-46

Pavement Repairs on Bay Road Phase 1

PROJECT NAME: Pavement Repairs on Bay Road - Phase 1
WORK REQUEST COMPLETION DATE: 60 days to Final Completion

Scope

This work is for pavement repairs on Bay Road between South Highway 25 and Guava Pass. All areas will be clearly marked by the County prior to any work being performed. The work will consist of placing a HMA leveling course on the selected area at a rate of up to 220 lbs per square yard, placing a friction course on the selected area at a rate of 110 lbs per square yard, placing a friction course on the side road turnouts at a rate of up to 165 lbs per square yard, removing and replacing concrete driveway aprons to match new elevations of the roadway, replacing any traffic markings affected by construction, removing and/or placing stabilized shoulder material and sod as directed by the County. Removal of grass and debris from the edge of pavement will incidental with no pay item.

Payment and Performance Bonds will be required on this project and shall be included in the "Mobilization" line item cost

Transitions will be per the attached standard detail. All traffic markings will be reinstalled to match existing traffic markings. Traffic makings will be temporary paint followed by Thermoplastic after the asphalt curing period. If any 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. All work shall comply with the requirements of Bid 17Q-087 and current FDOT Standards.

Temporary Traffic Control 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

Standard Detail

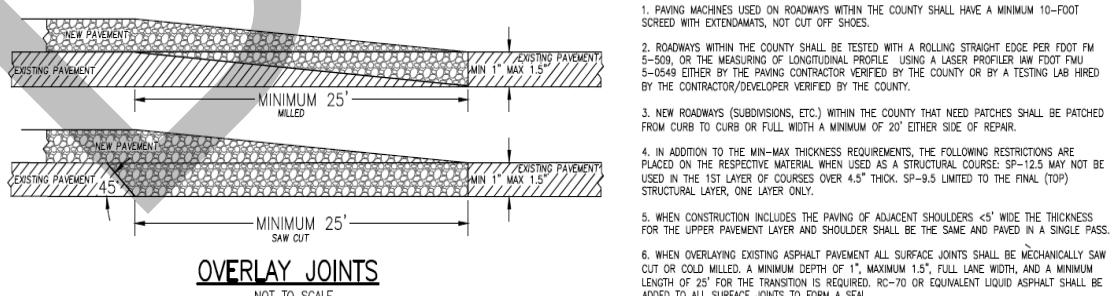


EXHIBIT 2
SCHEDULE OF VALUES

Bid Item	Description	QTY	U/M	Unit Price	Total Price
2.16	Mobilization (to include Payment & Performance Bonds)	1	LS		\$ 27,454.10
2.1	Temporary Traffic Control	1	LS		\$ 11,058.30
2.6.4	Leveling Asphalt shall be SP 12.5 (Traffic Level C)(PG58-22) with approved mix design at a rate of 220 lbs per Square Yard	1450	Tons	\$ 89.16	\$ 129,282.00
2.6.4	Overlay Asphalt shall be FC 9.5 (Traffic Level C)(PG76-22) with approved mix design at a rate of 110 lbs per Square Yard	725	Tons	\$ 106.28	\$ 77,053.00
2.6.4	Side Street Asphalt shall be FC 9.5 (Traffic Level C)(PG76-22) with approved mix design at a rate of 165 lbs per Square Yard	300	Tons	\$ 121.80	\$ 36,540.00
2.6.3	Remove and Replace Concrete Driveways to match new elevation of the roadway. 6" thick.	20	CY	\$ 585.75	\$ 11,715.00
2.13.4.2	6" Temporary Yellow Solid Striping shall be paint to match existing	20620	LF	\$ 0.31	\$ 6,392.20
2.13.4.2	6" Temporary White Solid Edge Striping shall be paint	9460	LF	\$ 0.31	\$ 2,932.60
2.13.4.2	24" Temporary White Stop Bars shall be paint to match existing	360	LF	\$ 3.85	\$ 1,386.00
2.13.4.5	Permanent 6" Solid Yellow Striping shall be Thermoplastic to match existing	11160	LF	\$ 1.07	\$ 11,941.20
2.13.4.5	Permanent 6" Solid White Edge Striping shall be Thermoplastic	9460	LF	\$ 1.07	\$ 10,122.20
2.13.4.5	Permanent 24" Solid White Stop Bars shall be Thermoplastic to match existing	360	LF	\$ 12.65	\$ 4,554.00
2.13.4.5.5	Raised Pavement Markers Amber/Amber	290	Each	\$ 6.11	\$ 1,771.90
2.5.3	Cut high shoulders or add stabilized shoulder material as directed. Stabilized Shoulder Material shall have an LBR of 40 and be placed as needed where pavement drop offs are greater than 1"	4000	SY	\$ 6.60	\$ 26,400.00
2.12.3	Grassing shall be Sod to match existing	4650	SY	\$ 5.51	\$ 25,621.50
			TOTAL	\$	384,224.00