

TASK ORDER TO THE AGREEMENT

In accordance with the Construction Managers Agreement, approved by the Board of County Commissioners on April 6, 2021 (the "Agreement") for work within the scope of Solicitation 20Q-161-TO-39 Facilities Management Maintenance Warehouse Storage Mezzanine, this Task Order to the Agreement (this "Amendment") is made and entered into between DInkins Construction LLC whose address 2831 SE 17th Street, Ocala, FL 34471, and possessing FEIN# 27-0867581 ("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 Construction Managers under 20Q-161.

2. CONTRACTOR's services and performance will be in accordance with the Proposal and Schedule of Values, Exhibit A hereto. The total cost for the Project will not exceed Two Hundred Twenty-Three Thousand Six Hundred Twelve Dollars and Fifty Cents (\$223,612.50). The Project shall reach substantial completion within 20 weeks from the date set forth on the Notice to Proceed, also referred to as an Activation in the Agreement. 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 for all performance obligations of CONTRACTOR.

3. **Attorney's Fees:** If a civil action or other legal proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of the Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorney's fees shall include, without limitation, a reasonable attorneys' fees for litigating the issue of the amount of fees to be awarded, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges that would be reasonably billed by the attorney to the prevailing party. Such award is limited to only those instances involving a legal proceeding, not a collection effort.

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

[Signature page to follow]

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

MICHELLE STONE DATE
CHAIRMAN

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

BCC APPROVED: February 6, 2024
20Q-161-TO-39 Facilities Management Maintenance Warehouse Storage Mezzanine

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

DINKINS CONSTRUCTION LLC

SIGNATURE

BY: DATE

PRINTED NAME

PRINTED:

WITNESS:

ITS: (TITLE)

SIGNATURE

PRINTED NAME

**EXHIBIT A
PROPOSAL &
SCHEDULE OF
VALUES**



CONSTRUCTION MANAGER'S PROPOSAL

Dated: January 11, 2024

Project: MC Facilities Maintenance Warehouse Storage 20Q-161-TO-39

Scope: The CM shall engage the proposer to attend a pre-design meeting to measure the existing field conditions and meet with MC Facilities to establish clear understanding and expectations for the project. The subcontractor shall engage a 3rd party engineer to provide shop drawings for review and approval by CM and MC Facilities. Only after approved shop drawings are returned to the sub shall the materials be ordered, received, shop fabricated, delivered to the job site, and installed.

Proposal: We propose to furnish all construction management services, as identified within our original C.M. agreement with Marion County, including all subcontract labor, material, and equipment, etc. and all items required for a complete project as identified within the Schedule of Values for the stipulated sum of:

\$ 223,612.50

TWO HUNDRED TWENTY-THREE THOUSAND SIX HUNDRED TWELVE DOLLARS AND 50/100

Schedule:

Mobilization shall be **To Be Determined** after signed contract.

Expected to receive shop drawings within 4 weeks of receipt of PO.

Expect a shop drawing review to take no longer than 2 weeks.

Expect to receive materials within 6 weeks of receipt of approved shop drawings.

Expected to shop fab sections within 2 weeks of receipt of materials.

The total work for our scope to be substantial completion is 2 weeks from mobilization per MC schedule to be determined. Final close out will occur 2 weeks after substantial completion.

We request a complete schedule of 20 weeks from the date of Notice to Proceed.

General Exclusions:

1. Temporary utilities, water, electricity, heat, fuel, lighting, power, weather protection, ventilation, climate control, dumpster, etc.
2. Temporary facilities toilets, dumpsters, site storage areas, parking area, hoisting, if any.
3. Temporary partitions, dust partitions, safety enclosures, etc.
4. Bonds, permit fees, gross receipts, etc.
5. Acoustical caulking, fire caulking, flashing, vents, sealants (interior or exterior), backer rod, vapor barriers, etc.
6. Fire stopping or fire caulking of other trades penetrations.
7. Repairs to existing and/or new fireproofing at columns, beams, decking or related areas.
8. Foundations – we have assumed that the existing slab is 5-1/2" per the original plans.
9. Moving or storage of anything out of the work area. Work area must be cleared prior to mobilization.
10. Anything not listed within the schedule of values.

See page 2.



Schedule of Values

MC Facilities Storage SOV - Dinkins 20Q-161-TO-39 2024.01.04			
#	TRADE DESCRIPTION	VALUES	NOTES
01050	Permit Fees	\$ -	By MC
01150	Builder's Risk Insurance	\$ -	By MC
01850	Final Construction Cleaning	\$ -	By MC
01800	Job Site General Conditions	\$ -	By MC
01800	Job Site Supervision - not to exceed 2 weeks	\$ -	Dinkins included
02050	Trash and Debris for our work only to be hauled away by sub.	\$ -	included
05000	Supply & Install storage mezzanine deck with 3rd party engineered shop drawings to be approved by to ordering materials.	\$201,000.00	J. Hawkins
Building Construction Subtotal		\$ 201,000.00	
17100	CM Fee	\$ 20,100.00	Dinkins
17300	Bonding	\$ 2,512.50	Dinkins
	Architect & Engineering	\$ -	Excluded
18100	CM Contingency - MC must carry contingency for renovation work	\$ -	Excluded
Project Grand Total		\$ 223,612.50	

Our firm agrees to execute the standard Marion County Contract Amendment and shall comply with all terms and conditions of the agreement for the compensation stated in this proposal. We will work harmoniously with the governing agencies, engineers, owners, and other parties. We will be participating in all project meetings and will accomplish this project in a timely and professional manner. While we are very aware of the existing conditions and do not expect any surprises, should an unforeseen occurrence become known, we shall immediately notify the Owner representative and mutually discuss and agree in writing on how to proceed before work commences. We understand the nature of this type of work and expect to be flexible and make minor adjustments as needed to complete the work without extra charges to the Owner.

Our signature below guarantees this proposal to be for a complete job as stipulated within this proposal. We acknowledge that we are licensed, insured, and familiar with and in compliance with all federal, state and local laws, rules, regulations and ordinances. We further warrant that we have the capability to capitalize the project and that we have adequate manpower to complete the work at the direction of the Owner's schedule.

This proposal will be good for a period of 30 days.

Respectfully,

Chap Dinkins, CGC 1519358
As Manager for Dinkins Construction LLC