#### TASK ORDER TO THE AGREEMENT

In accordance with the Misc. Maintenance for Roads, Right-of-Ways, and Stormwater Management Facilities Agreement between County and Contractor, approved by the Board of County Commissioners on August 1, 2017 (the "Agreement") for work within the scope of Solicitation 17Q-087-TO-41 DRA 7352 Major Maintenance Project, this Task Order to the Agreement (this "Amendment") is made and entered into between Hartman Civil Construction Co., Inc. whose address 7379 N Whippoorwill Terrace, Hernando, FL 34442, and possessing FEIN# <u>46-5262082</u> ("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 Work, Exhibit 1, and 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 Fifty-Seven Thousand, Five Hundred Forty-Six Dollars and Zero Cents (\$57,546.00), based on Unit Pricing set forth in the Schedule of Values, Exhibit 2. The Project shall reach Substantial Completion within twenty-one (21) Calendar Days of the Start Date on the Notice to Proceed and shall reach Final Completion seven (7) Calendar Days after the Substantial Completion date for a total of twenty-eight (28) Calendar Days. County shall make payment to the CONTRACTOR under County's established procedure upon completion of the Work assigned.

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. <u>Notices.</u> 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 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@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	JEFF GOLD DATE CHAIRMAN
FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY	BCC APPROVED: May 4, 2021 17Q-087-TO-41 DRA 7352 Major Maintenance Project
MATTHEW G. MINTER, DATE MARION COUNTY ATTORNEY	
WITNESS:	Hartman Civil Construction Co., Inc.
SIGNATURE	BY: DATE
PRINTED NAME	PRINTED:
WITNESS:	ITS: (TITLE)
SIGNATURE	
PRINTED NAME	

EXHIBIT 1 Scope of Work

## 17Q-087-TO-41

# DRA 7352 Major Maintenance

### Marion County Office of the County Engineer Stormwater Management Program DRA 7352 Major Maintenance Project

PROJECT NAME:	DRA 7352 Major Maintenance Project
WORK REQUEST BEGIN DATE:	14 Days from Award Date
WORK REQUEST COMPLETION DATE:	21 + 7 days
MARION COUNTY CONTACT:	J.R. Gorentz, Project Manager II

**PROJECT LOCATION:** DRA 7352 is located on NE 4<sup>th</sup> Lane east of NE 68<sup>th</sup> Court.

#### **DESCRIPTION OF PROJECT**

The project involves a sinkhole repair in a drainage retention area (DRA) consisting of standard clearing and grubbing, excavation, placing and compacting fill in 12-inch lifts, erosion repair, select clearing and grubbing along fence line and sodding disturbed areas. A location map and description of work for this project are included as Exhibit A. The project limit is defined as the work location area within the drainage retention area identified in Exhibit A.

#### QUALITY OF WORK AND MATERIAL REQUIREMENTS

All work and materials provided pursuant to this contract shall be in accordance with this document, Contract 17Q-087, Marion County Land Development Code, FDOT Standard Specifications for Road and Bridge Construction, latest edition, and FDOT Design Standards, latest edition.

#### **CONTRACT TERM**

The Project Work listed in the Fee Schedule shall be substantially completed within **twenty one (21) days** of the written **Notice to Proceed (NTP)**. The project must be at Final Completion within **seven (7) days** of Substantial Completion. The CONTRACTOR shall not begin Project Work until authorized by the Project Manager in writing by the NTP.

#### CONTRACTOR'S RESPONSIBILITIES

All Project Work performed shall be in accordance with Contract documents. The CONTRACTOR shall furnish all labor, equipment, fuel, materials and incidentals to perform all operations necessary to complete this work in accordance with these specifications and any applicable drawings.

#### PRIOR TO SUBMITTING BID

It is in the CONTRACTOR's best interest and highly recommended for the CONTRACTOR to visit the work location before submitting a quote. If keys are needed to access the DRA they will be made available through procurement.

## **Table of Contents**

**PROJECT DESCRIPTION** 

TABLE OF CONTENTS

**SPECIAL PROVISIONS** 

EXHIBIT A

EXHIBIT B

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

#### SPECIAL PROVISIONS

#### SP-1. SPECIFICATIONS AND COORDINATION OF DOCUMENTS

Work shall be in accordance with the Marion County Land Development Code, FDOT Standard Specifications for Road and Bridge Construction, latest edition, and FDOT Design Standards, latest edition. In case of a discrepancy or conflict, the specification to follow will be the strictest/most conservative as determined by the COUNTY ENGINEER or his designee. Order of Precedence:

Contract Sprecial Provisions General Conditions Specifications Details on Drawings Plan Drawings

- SP-2. LIQUIDATED DAMAGES: Liquidated Damages shall be assessed at a rate of \$250 per day.
- SP-3. CONTRACTOR must provide a supervisor on-site in the day to day activities.
- SP-4. CONTRACTOR shall submit the following items within seven (7) days of the Notice of Award, and prior to issuance of the Notice to Proceed (NTP):
  - a. Proof of Insurance,
  - b. Construction Schedule that complies with CONTRACT time,
  - c. List of SUB-CONTRACTORS,
  - d. List of Suppliers,
  - e. List of Emergency Telephone numbers,
  - f. Detailed MOT plan,
  - g. Copy of MOT certification,
  - h. Any other document required by the contract and not listed above.
- SP-5. PROJECT MANAGEMENT: The CONTRACTOR shall appoint one individual to act as the CONTRACTOR's representative in regard to the contract. Contact numbers for this individual and for a secondary or back-up person shall be provided to the COUNTY. Daily Reports (DR) or Weekly Progress Reports shall be completed by the Project Manager or authorized representative and must be signed by the CONTRACTOR. Quantities identified on the DRs shall be compared to invoices submitted by the CONTRACTOR for accuracy prior to payment being made to the CONTRACTOR.
- SP-6. HOURS OF OPERATION AND OVERTIME: For overtime purposes, the COUNTY's working schedule is from 8:00 A.M. to 5:00 P.M., Monday thru Friday, eight (8) hours per day/forty (40) hours per week except on holidays. Work during other times, on weekends, or on Holidays must be requested and pre-approved by the County at least 48 hours in advance.
- SP-7. TEMPORARY FACILITIES: The CONTRACTOR will not be required to maintain a Field Office.
- SP-8. DEWATERING: Minor water may be encountered during sinkhole repair and dewatering will be considered incidental as area percolates and is workable within 24 hours.

- SP-9. DEWATERING: Activities to address/control a substantial volume of water due to heavy or multiple rainfall events will require the use of berms/dams and a large pump to eliminate accumulated water from the excavated project area. This activity shall be paid lump sum through alternate pay item 6.1. Dewatering activities must be initiated within 24 hours of the end of said rainfall event(s). Only one recovery day maximum will accompany a major rainfall event or multiple rainfall events occurring in sequential days.
- SP-10. IMPLEMENTION OF EROSION CONTROL BEST MANAGEMENT PRACTICES (BMPs): Implementation of all erosion control BMPs are considered incidental to this project unless identified in Exhibit A for a specific Work Location. BMPs specified at work locations shall be paid as per Section 2.2 of the original 17Q-087 Contract.
- SP-11. MAINTENANCE OF TRAFFIC: The CONTRACTOR shall submit a Maintenance of Traffic Plan at the pre-construction meeting for performing the prescribed work as identified in the Exhibit A. Maintenance of Traffic shall be per Section 2.1 of the original 17Q-087 Contract of these specifications.
- SP-12. MOBILIZATION: The CONTRACTOR shall submit mobilization cost as part of the Fee schedule. Payment shall be made for all work in this activity, verified, inspected and accepted, in accordance with this Contract and Task Order.
- SP-13. METHOD OF MEASUREMENT and BASIS OF PAYMENT: Except for items noted in the Bid Form to be paid in Lump Sum, the Method of Measurement shall be per work location and the Basis of Payment shall be per unit price for each item identified in the Quote Form for each work location completed, inspected and accepted by the COUNTY.

END OF SPECIAL PROVISIONS

# EXHIBIT A WORK LOCATIONS

Exhibit A Overall Location Map

Exhibit A Scope of Work

Exhibit A Figure 1

Exhibit A Figure 2

Exhibit A Figure 3



DRA #		7352		
Parcel ID #		3184+007-025		
Area in Acro	es	0.7		
Туре		Dry		
Const. Type	)	Constructed		
Fencing Ty	be	Chain Link		
Side Slope		4:1		
Subdivision		Ocala Heights Unit 1		
Estimated Address NE 4 <sup>th</sup>		NE 4 <sup>th</sup> Ln		
Latitude		N 29° 11'26.308"		
Longitude		W 82° 2'17.046"		
Quantity	antity Work Description			
See Work Location 1A – 1E				





7352
3184+007-025
0.7
Dry
Constructed
Chain Link
4:1
Ocala Heights Unit 1
NE 4 <sup>th</sup> Ln
N 29° 11'26.308"
W 82° 2'17.046"



1A



### Quantity Work Description

- 194 SY 01 Northeastern side of DRA: Perform standard clearing and grubbing in area of sinkhole repair activity 38 feet x 46 feet. See Figures 1 & 2.
- 1 LS 02 South side of DRA: Construction Entrance:

There is no existing driveway into the DRA. The CONTRACTOR will be responsible for repairs to any damage to the asphalt roadway where trucks and equipment are entering and exiting the DRA.

The logistics of utilizing this area to access the DRA is considered part of this pay item, which may include placement of embankment to construct a slope (=< 10%) that enables construction vehicles to enter and exit the DRA bottom. At the conclusion of the project, this entrance must be removed and the area restored to the original condition or better. Sod is to be used to permanently stabilize the construction entrance area, which is separately identified on the Bid Form as a pay item (400 SY).

Sweeping of the county road is to be conducted by the CONTRACTOR to ensure sediment is removed from the road and the right-of-way. These activities are part of the Construction Entrance pay item.

- 1 LS 03 Northeastern side of DRA: Earthwork including Sinkhole repairs in DRA side slopes. See Figures 1 & 2.
  - Vegetative and soil material removed from this area shall be properly disposed. Removed topsoil can be reused by the CONTRACTOR as part of the Earthwork pay item. If reused, the material must be raked for removal of roots and other debris prior to placement. Removal of this material from the reused topsoil is considered incidental.
  - 2. Repair of sinkhole/erosion areas in DRA side slopes.
    - a. The construction limits of the sinkhole areas impact a volume of 804 cubic yards (CY) (does not include volume impacted by trench slopes). The construction limits of sinkhole is 194 square yards (SY) with a maximum depth of 10 feet from DRA bottom. The sinkhole repair area is 38 feet x 46 feet with a maximum depth of 10 feet below the existing DRA bottom.
    - b. The Contractor shall over-excavate minimally three (3) feet in all directions to expose solution tubes (included in dimensions and depths above). Solution tubes shall then be crushed and backfilled with suitable material.
    - c. Suitable material must be used to backfill the sinkhole. The Contractor shall utilize either onsite material or clean borrow material with AASHTO Soil Classification of A-2-4, A-2-5, A-2-6, A-4 or A-5 to backfill the sinkhole area to match existing elevations. When using on-site material, limerock/rock/boulders larger than two (2) inches in diameter must be removed from excavated material prior to backfill of sinkhole. Each 12-inch lift must consist of homogeneous (same source) material (In Place Quantity: 804 CY).

d.

e.

During the repair of sinkhole/significant erosion, it may become necessary to go outside of the construction limits. This additional work will be addressed for payment in either of two ways, as determined by the COUNTY ENGINEER or his designee:

- 1. Prorated at a cubic yard price, which will be determined by dividing the Earthwork pay item by the construction limit volume; or
- 2. Time and materials based on labor and equipment rates.

Note: The existing onsite material is A-2-4. Testing of the material and a standard proctor will be performed by the COUNTY prior to project commencement. It is the CONTRACTOR's responsibility to utilize means and methods to ensure that the material is worked such that, even if excavated wet, the material can be placed, compacted, and meet density requirements (90% of modified proctor). Failed density tests will be back charged to the Contractor.

1A

- f. Note: The CONTRACTOR is responsible for utilizing shoring or a trench slope to meet OSHA requirements. This work is considered incidental in the cost of the Earthwork pay item.
- 752 SY 04 Southeastern side of DRA: Bahia sod sinkhole repair area (surface areas to be sodded within the construction limits = 194 SY, additional sod quantity is estimated utilizing a 1:1 trench slope areas = 158) and construction entrance (400 SY). Pallet sod only.

If a trench slope is not utilized, sod for that area will not be paid. If a gentler slope is used for the trench slope, the additional area will be considered as means and methods and the additional sod considered incidental to pay item sinkhole repair/earthwork.

			1B
DRA #		7352	
Parcel ID #		3184+007-025	
Area in Acro	es	0.7	
Туре		Dry	
Const. Type	•	Constructed	
Fencing Ty	be	Chain Link	
Side Slope		4:1	e as ce and
Subdivision	Ì	Ocala Heights Unit 1	
Estimated A	ddress	NE 4 <sup>th</sup> Ln	
Latitude		N 29° 11'26.308"	
Longitude		W 82° 2'17.046"	and the second second second
Quantitu	Mark Da		
Quantity	work De	scription	
42 SY		ern side of DRA: Standard cle or erosion repair. See Figure	ear and grub 25 feet X 15 feet to s 1 & 3.
	Ear rem	thwork pay item. If reused, th	by the CONTRACTOR as part of the ne material must be raked for sprior to placement. Removal of this is considered incidental.
1 LS	06 Weste a. b.	approximately 8 CY. Suitable material must be u Contractor shall utilize eithe material with AASHTO Soil A-4 or A-5 to backfill the ere and unyielding and must co	on area in DRA. e erosion area impacts a volume of sed to backfill the erosion area. The er onsite material or clean borrow Classification of A-2-4, A-2-5, A-2-6, oded area. Each 12-inch lifts to firm nsist of homogeneous (same Quantity: Approximate 8 CY).
42 SY		ern side of DRA: Finish grad Pallet sod only.	e sod with Bahia erosion repair area

		1C
DRA #	7352	conico.
Parcel ID #	3184+007-025	
Area in Acres	0.7	
Туре	Dry	
Const. Type	Constructed	
Fencing Type	Chain Link	
Side Slope	4:1	e ser vez sed
Subdivision	Ocala Heights Unit 1	
Estimated Address	NE 4 <sup>th</sup> Ln	
Latitude	N 29° 11'26.308"	
Longitude	W 82° 2'17.046"	
Quantity Work De	escription	

- uantity
- 25 SY 08 Southwest side of DRA: Standard clear and grub 15 feet wide (centered on pipe) x 15 feet long (north of pipe end) to prepare for sump area. See figures 1 & 3.
- 09 Southwest side of DRA: Construct sump area 15 feet wide x 15 feet 1 LS long to the pipe invert elevation.
- 25 SY 10 Southwest side of DRA: Finish grade and sod with Bahia 15 feet x 15 feet area. Pallet sod only.

		1D
DRA #	7352	vente
Parcel ID #	3184+007-025	
Area in Acres	0.7	
Туре	Dry	
Const. Type	Constructed	
Fencing Type	Chain Link	
Side Slope	4:1	
Subdivision	Ocala Heights Unit 1	NEW CONTRACTOR
Estimated Address	NE 4 <sup>th</sup> Ln	
Latitude	N 29° 11'26.308"	
Longitude	W 82° 2'17.046"	

## Quantity Work Description

- 1 LS 11 North side of DRA: Select clear and grub fence line areas identified in figure 1 and limb up all branches and limbs to 13 feet high on DRA side of fence. See figure 1.
- 167 SY 12 North side of DRA: Finish grade and Bahia sod areas disturbed by select clear and grubbing. Pallet Sod Only.

4 -

		1E
DRA #	7352	
Parcel ID #	3184+007-025	
Area in Acres	0.7	
Туре	Dry	
Const. Type	Constructed	
Fencing Type	Chain Link	
Side Slope	4:1	
Subdivision	Ocala Heights Unit 1	
Estimated Address	NE 4 <sup>th</sup> Ln	
Latitude	N 29° 11'26.308"	
Longitude	W 82° 2'17.046"	

- Quantity Work Description
- 1 LS 13 Entire fence around DRA: Remove barbed wire and loose hardware from entire fence line. Fence gate where post has rusted through, cut clean and install cap. Replace post caps where missing and is included as incidental to pay item.



4 🗖







# EXHIBIT B WORK LOCATIONS

## Typical Rock Construction Entrance – Detail



## EXHIBIT 2

## Schedule of Values

## 17Q-087-TO-41 ~ DRA 7352 Major Maintenance Project

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1 Genera					
1.1	Mobilization	1	LS		\$ 2,746.00
1.2	Maintenance of Traffic	1	LS		\$ 2,746.00
2 DRA 73	52				
2.1	Construction Entrance - embankment	1	LS	\$ 3,500.00	\$ 3,500.00
2.2	Clearing and Grubbing - Standard	261	SY	\$ 10.00	\$ 2,610.00
2.3	Earthwork - Sinkhole Repair	1	LS	\$ 29,000.00	\$ 29,000.00
2.4	Earthwork - Erosion Repair	1	LS	\$ 5,000.00	\$ 5,000.00
2.5	Select Clear & Grub Fence line	1	LS	\$ 5,000.00	\$ 5,000.00
2.6	Remove Barbed Wire & Associated loose Hardware	1	LS	\$ 2,500.00	\$ 2,500.00
2.7	Bahia Sod	986	SY	\$ 4.00	\$ 3,944.00
3 - Dewat	ering				
	Dewatering (Paid only if required due to heavy rainfall and use				
3.1	of pump operations)	1	LS	\$ 500.00	\$ 500.00
	Total Project Cos	t Including Ac	d Alternates		\$ 57,546.00