

TASK ORDER TO THE AGREEMENT

In accordance with the Construction Manager Agreement, approved by the Board of County Commissioners on April 6, 2021 (the "Agreement") for work within the scope of Solicitation 20Q-161-TO-42 Fire Station 22 Kitchen Remodel, this Project Amendment to the Agreement (this "Amendment") is made and entered into between D.E. Scorpio Corporation dba Scorpio whose mailing address is 3911 West Newberry Road, Gainesville, FL 32607, and possessing FEIN# 46-2621773 ("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 Manager under 20Q-161.
2. CONTRACTOR's services and performance will be in accordance with the Scope of Service, Exhibit A hereto and Schedule of Values, Exhibit B hereto. The total cost for the Project will not exceed One Hundred Forty-Seven Thousand Three Hundred Sixty-Six Dollars (\$147,366). The Project shall reach substantial completion within 120 calendar days from the date set forth on the Notice to Proceed, also referred to as an Activation in the Agreement, and an additional 30 calendar days allowed to achieve final completion. 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. 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. **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
CHAIR

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

BCC APPROVED: July 16, 2024
20Q-161-TO-42 Fire Station #22 Kitchen Remodel

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

D.E. Scorpio Corporation dba Scorpio of Gainesville, FL

SIGNATURE

BY: DATE

PRINTED NAME

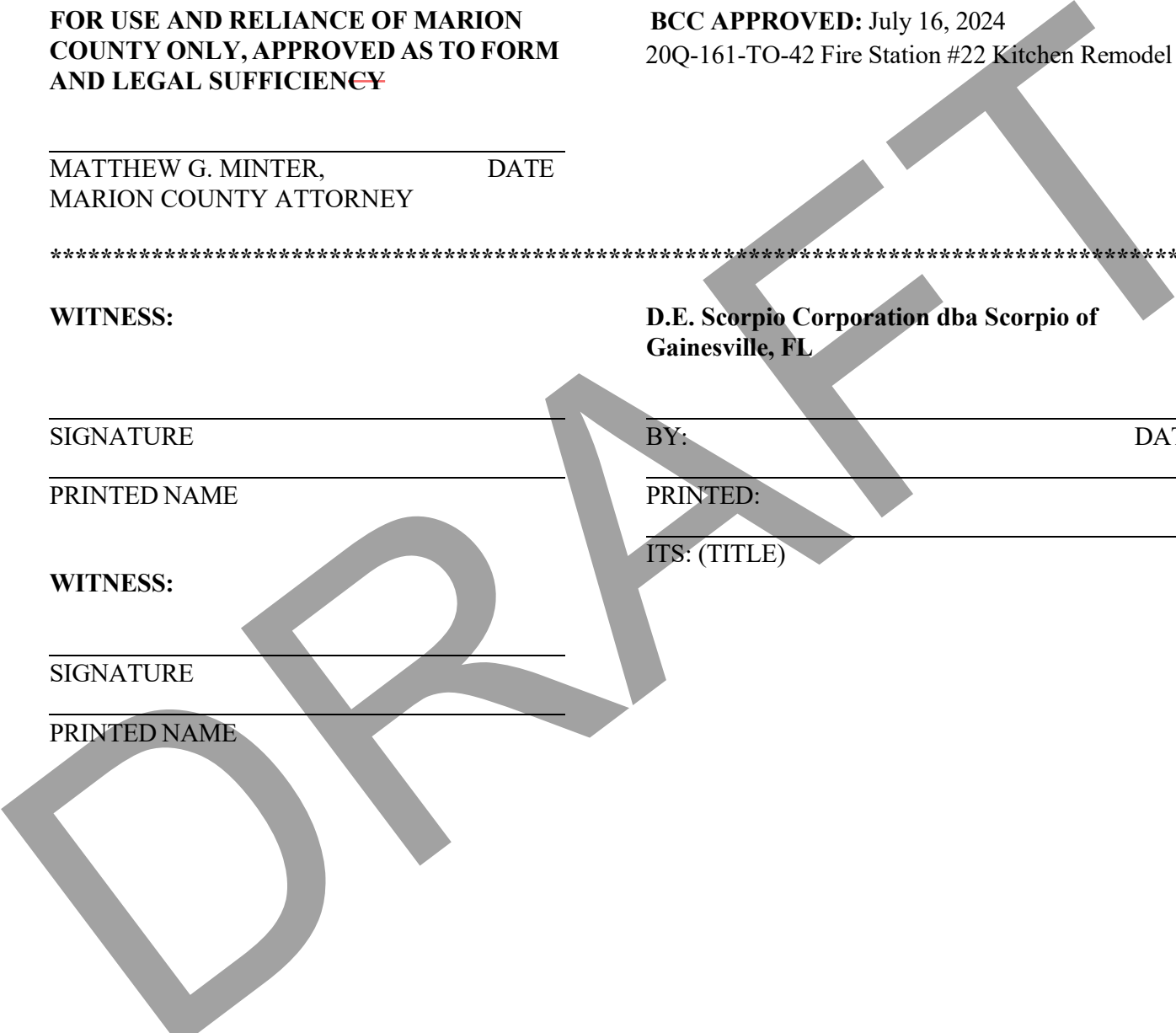
PRINTED:

ITS: (TITLE)

WITNESS:

SIGNATURE

PRINTED NAME





3911 W Newberry Road
Gainesville, Florida 32607

p: 352.363.6070
f: 352.363.6071

scorpioco.com

June 19th, 2023

EXHIBIT A

Nicole Raczkowski
Marion County Facilities Management
2602 SE Eighth St
Ocala, FL 34471

Attn: Nicole Raczkowski

Re: Marion County Fire Station #22

The following is an overview of all items included in the Guaranteed Maximum Price Proposal. Work is based on drawing from Rispoli & Associates dated 1.31.2024.

Our Guaranteed Maximum Price to complete the scope of work described herein is: **One Hundred Forty Seven Thousand Three Hundred Thirty Six Dollars (\$147,366.00)**

Qualifications/Clarifications to our GMP as follows:

GENERAL

- Contract will start once the last of either NTP, Executed Contract, Permit is received, and materials for construction are received.
- Overall project duration will be 8 weeks.
- Impact fees are not included.
- Third party threshold inspections and firestopping inspections are not included.
- Existing utilities are assumed to be available for construction use at no cost.
- Building Permit fees are included.
- P&P bonds are included.
- General Liability and Builder's Risk Insurance is included.
- Insurance premium will be invoiced at the time the policies are bound.
- A 3% Construction Manager Contingency is included.
- Prevailing wage / Davis Bacon wage scales are excluded.
- Mitigation of any hazardous materials is excluded unless specifically noted below.
- These Qualifications & Assumptions shall supersede any discrepancies and or conflicts with the Contract Documents, Drawings, and Specifications.
- We have assumed all work can be performed during normal working hours (7:00am-3:30pm).
- Pricing will be held for a period of 30 days from the date proposal was originally submitted.
- Any Ground Penetrating Radar of existing utilities is excluded from this proposal.
- It is difficult to predict how the current unprecedented events may impact this project. This proposal may be modified or amended if the cost or schedule is significantly impacted by labor shortages or equipment and material supply chain delays acknowledged during buy-out, procurement, or construction activity. Within our means and control, we will endeavor to prevent such impacts.

ABATEMENT

- None is called for in the scope of work and has been excluded from this proposal.

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3911 W Newberry Road
Gainesville, Florida 32607

Exhibit A

June 19th, 2023

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FLOORING

- Flooring is included as Patcraft Timber Grove II 6x48 LVT with Tarkett 4" Type TV Vinyl Base

Casework

- If pantry cabinets are to be removed and replaced with drywall/framing, deduct \$2,856

FIRE PROTECTION

- Fire Protection work is excluded as none shown

PLUMBING

- Includes running gas line to kitchen stove/hood system

HVAC

- HVAC work includes adding new hood/ansul system
- No changes to existing HVAC system/layout

ELECTRICAL

- Excludes any fire alarm work as none is indicated
- Excludes any data/communication or AV as none is indicated

If you have any questions regarding this proposal or wish to meet to review, please let us know at your earliest convenience.

Sincerely,

Logan Gertner
Project Manager

EXHIBIT B



Scorpio.

FireStation 22
GMP Estimate

6/19/2024

Bid Pkg #	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Grand Total
00GC1	STAFF				
00GC1	STAFF	1.85 mo	18,782.65 /mo		34,702
00GC2	GENERAL CONDITIONS				
00GC2	GENERAL CONDITIONS	1.85 mo	5,559.72 /mo		10,272
01D	TESTING				
01D	TESTING	572.00 sf	0.00 /sf		0
02A	DEMOLITION				
02A	DEMOLITION	572.00 sf	9.00 /sf		5,148
06A	CARPENTRY				
06A	CARPENTRY	572.00 sf	38.57 /sf		21,848
09A	DRYWALL, METAL STUDS				
09A	DRYWALL, METAL STUDS	572.00 sf	10.49 /sf		5,998
09D	PAINTING				
09D	PAINTING	572.00 sf	7.07 /sf		4,044
09E	FLOORING				
09E	FLOORING	572.00 sf	11.51 /sf		6,470
10B	SIGNAGE				
10B	SIGNAGE	572.00 sf	0.68 /sf		378
10C	FIRE EXTINGUISHERS, CABINETS				
10C	FIRE EXTINGUISHERS, CABINETS	572.00 sf	1.57 /sf		900
12A	WINDOW TREATMENTS				
12A	WINDOW TREATMENTS	572.00 sf	0.00 /sf		0
21A	FIRE PROTECTION				
21A	FIRE PROTECTION	572.00 sf	0.00 /sf		0
22A	PLUMBING				
22A	PLUMBING	572.00 sf	18.76 /sf		10,730
23A	HVAC				
23A	HVAC	572.00 sf	40.73 /sf		23,300
26A	ELECTRICAL				
26A	ELECTRICAL	572.00 sf	17.34 /sf		9,920
27A	COMMUNICATIONS				
27A	COMMUNICATIONS	572.00 sf	0.00 /sf		0
28A	ELECTRONIC SAFETY, SECURITY				
28A	ELECTRONIC SAFETY, SECURITY	572.00 sf	0.00 /sf		0
32A	SITework				
32A	Sitework	572.00 sf	0.00 /sf		0
	Subtotal	572.00 sf	233.93 /sf		133,807

Totals

Description	Base	Rate	Amount	Totals
Cost of the Work			88,833	
SUBTOTAL				88,833
Contingency	88,833	0.00%	0	
Staffing Costs			34,702	
GC's			10,272	
SUBTOTAL			133,807	133,807
Precon			0	
OH&P	133,807	8.00%	10,705	
			0	
SUBTOTAL				144,512
Permitting	144,512		966	
Insurance: Builder's Risk By Owner	144,512	0.00%	0	
Insurance: General Liability	144,512	0.67%	968	
SUBTOTAL				146,446
AE Fees			0	
P&P Bond			920	
Project Total				147,366