

## 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-09 Fire Station Kitchen Remodels (#1, 4, 10, 12, & 15), this Task Order to the Agreement (this "Amendment") is made and entered into between Ethridge Construction of Marion County, Inc. whose address 1521 SW 12th Ave, Suite 100, Ocala, FL 34471, and possessing FEIN# 59-3223958 ("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 scope of service and Schedule of Values, Exhibit A hereto. The total cost for the Project will not exceed Two Hundred Forty-Four Thousand Seven Hundred Twenty-Two Dollars and Ninety Cents (\$244,722.90). The Project shall reach substantial completion within 120 calendar days from the start date set forth on the Notice to Proceed and an additional 30 calendar days allowed to achieve final completion (the "Term"). 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. 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.

4. Public Records Compliance

**A. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Public Relations | 601 SE 25<sup>th</sup> Ave | Ocala, FL 34471**

**Phone: 352-438-2300 | Fax: 352-438-2309**

**Email: [publicrelations@marionfl.org](mailto:publicrelations@marionfl.org)**

**B. CONTRACTOR shall comply with public records laws, specifically:**

- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY; and,

- Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the Work. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon the completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.
- C. If CONTRACTOR fails to provide the public records to COUNTY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY.
4. **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](mailto: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: [mike@ethridgeconstruction.com](mailto:mike@ethridgeconstruction.com) and [kathy@ethridgeconstruction.com](mailto:kathy@ethridgeconstruction.com). Designation signifies CONTRACTOR's election to accept notices solely by e-mail.

5. 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**

**BCC APPROVED:** May 17, 2022  
20Q-161-TO-09 Fire Station Kitchen Remodels (#1, 4, 10, 12, & 15)

**AND LEGAL SUFFICIENCY**

\_\_\_\_\_  
MATTHEW G. MINTER, DATE  
MARION COUNTY ATTORNEY

WITNESS:

**ETHRIDGE CONSTRUCTION OF MARION COUNTY, INC.**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
BY: DATE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PRINTED:

WITNESS:

\_\_\_\_\_  
ITS: (TITLE)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

# EXHIBIT A SCHEDULE OF VALUES



## Kitchen Remodels for Fire Stations (#1, 4, 10, 12 and 15)

ACCOUNT #	DESCRIPTION	Station 1	Station 4	Station 10	Station 12	Station 15
01-020	Bond	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
01-060	Building permit	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00
01-700	Cleaning/debris	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
<b>TOTAL GENERAL COSTS</b>		<b>\$ 2,200.00</b>	<b>\$ 2,200.00</b>	<b>\$ 2,200.00</b>	<b>\$ 2,200.00</b>	<b>\$ 2,200.00</b>

ACCOUNT #	DESCRIPTION	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
	Patching - ceiling & walls	\$ 700.00	\$ 375.00	\$ 700.00	\$ 375.00	\$ 375.00
	Demolition	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
	Stainless steel countertops	\$ 1,552.00	\$ 1,017.00	\$ 1,017.00	\$ 1,766.00	\$ 1,766.00
10-700	Cabinets	\$ 12,012.00	\$ 4,922.00	\$ 12,012.00	\$ 4,400.00	\$ 4,400.00
<b>TOTAL SPECIALTIES COSTS</b>		<b>\$ 15,264.00</b>	<b>\$ 7,314.00</b>	<b>\$ 14,729.00</b>	<b>\$ 7,541.00</b>	<b>\$ 7,541.00</b>

ACCOUNT #	DESCRIPTION	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
15-300	Plumbing-gas lines	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
15-400	HVAC	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,500.00	\$ 18,500.00
<b>TOTAL MECHANICAL COSTS</b>		<b>\$ 21,500.00</b>	<b>\$ 21,500.00</b>	<b>\$ 21,500.00</b>	<b>\$ 22,000.00</b>	<b>\$ 22,000.00</b>

ACCOUNT #	DESCRIPTION	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
	Alarm	\$ 1,530.00	\$ 1,530.00	\$ 1,530.00	\$ 1,530.00	\$ 1,530.00
16-100	Electric	\$ 4,460.00	\$ 4,460.00	\$ 4,460.00	\$ 4,460.00	\$ 4,460.00
<b>TOTAL ELECTRICAL COSTS</b>		<b>\$ 5,990.00</b>	<b>\$ 5,990.00</b>	<b>\$ 5,990.00</b>	<b>\$ 5,990.00</b>	<b>\$ 5,990.00</b>

<b>Total Job Costs</b>	<b>\$ 44,954.00</b>	<b>\$ 37,004.00</b>	<b>\$ 44,419.00</b>	<b>\$ 37,731.00</b>	<b>\$ 37,731.00</b>
Direct costs	\$ 1,180.00	\$ 1,180.00	\$ 1,180.00	\$ 1,180.00	\$ 1,180.00
Supervision	\$ 3,360.00	\$ 3,360.00	\$ 3,360.00	\$ 3,360.00	\$ 3,360.00
CM Fee	\$ 4,495.40	\$ 3,700.40	\$ 4,441.90	\$ 3,773.10	\$ 3,773.10
<b>TOTAL COSTS</b>	<b>\$ 53,989.40</b>	<b>\$ 45,244.40</b>	<b>\$ 53,400.90</b>	<b>\$ 46,044.10</b>	<b>\$ 46,044.10</b>

**GRAND TOTAL OF ALL STATIONS      \$                      244,722.90**