

## 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-42 Sidewalk ADA Ramp Repairs on SW 60th & SW 95th Street Road, 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# 46-5262082 ("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 under 17Q-087.

2. CONTRACTOR's services and performance will be in accordance with the Scope of Service, Exhibit A and Schedule of Values, Exhibit B 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 Sixty-Seven Thousand, Three Hundred Dollars and Zero Cents (\$67,300.00), based on Unit Pricing set forth in the Schedule of Values, Exhibit B. The Project shall reach Final Completion 60 days from Notice to Proceed. 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. **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](mailto: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](mailto: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  
60th & SW 95th Street Road  
AND LEGAL SUFFICIENCY**

**BCC APPROVED:** May 4, 2021  
17Q-087-TO-42 Sidewalk ADA Ramp Repairs on SW

\_\_\_\_\_  
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 A  
Scope of Work  
17Q-087-TO-42**

**Sidewalk ADA Ramp Repairs on Southwest 60 Avenue & SW 95<sup>th</sup> Street Road**

<b>PROJECT NAME:</b>	Sidewalk ADA Ramp Repairs on SW 60th Ave & SW 95 <sup>th</sup> Street Rd
<b>WORK REQUEST BEGIN DATE:</b>	14 Days from Award Date
<b>WORK REQUEST COMPLETION DATE:</b>	60 Days from NTP Date Scott
<b>MARION COUNTY CONTACT:</b>	Mansfield, Engineering Project Manager I

Scope

This work is for the repair of select curb ramps and replacement of detectable warning mats on Southwest 60<sup>th</sup> Avenue between Southwest Highway 200 & Southwest 95<sup>th</sup> Street Road and on Southwest 95<sup>th</sup> Street Road between Southwest Highway 200 & Southwest 60<sup>th</sup> Avenue. All areas will be clearly marked by the County prior to any work being performed.

The work will consist of removal, disposal of and replacement of eleven (11) noncompliant curb ramps. Bid will be per curb ramp to include removal, disposal of and replacement of existing ramps to current ADA standards, installation of new truncated dome detectable warning mats, removal, disposal of and replacement of any associated curbing required to properly construct the ramp, up to an additional ten (10) linear feet of sidewalk at each ramp, and sod as directed by the County. Additionally, there will be the removal and replacement of up to twenty-two (22) detectable warning mats at locations within the project limits as directed by the County. All work shall comply with the requirements of Bid 17Q-87, and current FDOT Standards. **All joints between new and old concrete sidewalk panels will require expansion joint material conforming to ASTM D 1751.** If any County owned 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.

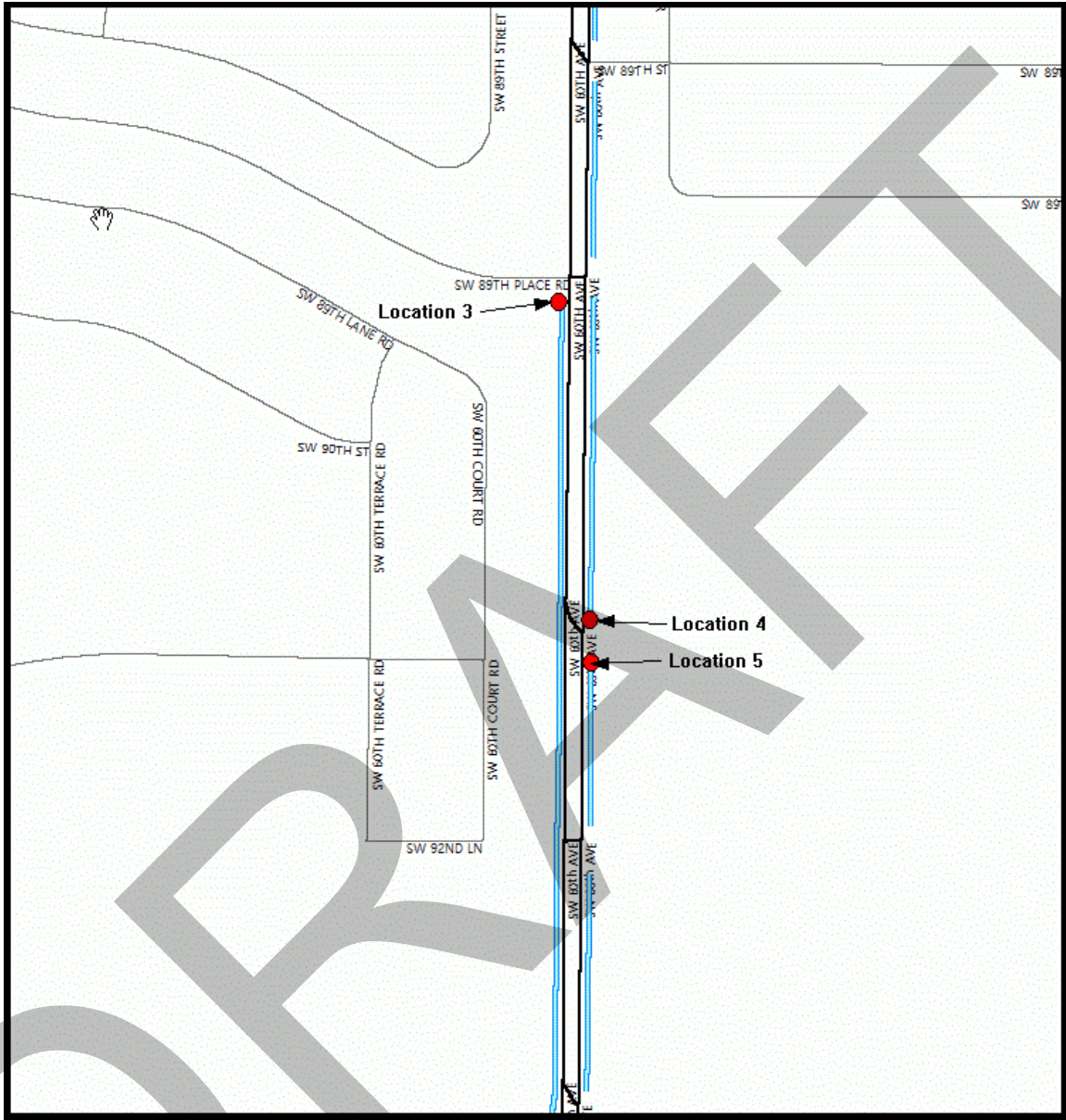
MOT will be the responsibility of the Contractor and must be maintained for the duration of the project. A MOT Plan must be submitted 10 working days prior to the beginning of the project. A Request for a Media Release must be submitted 10 working days prior to the start of construction. A representative of the Prime Contractor is required to be on site any time Subcontractors are working on the project

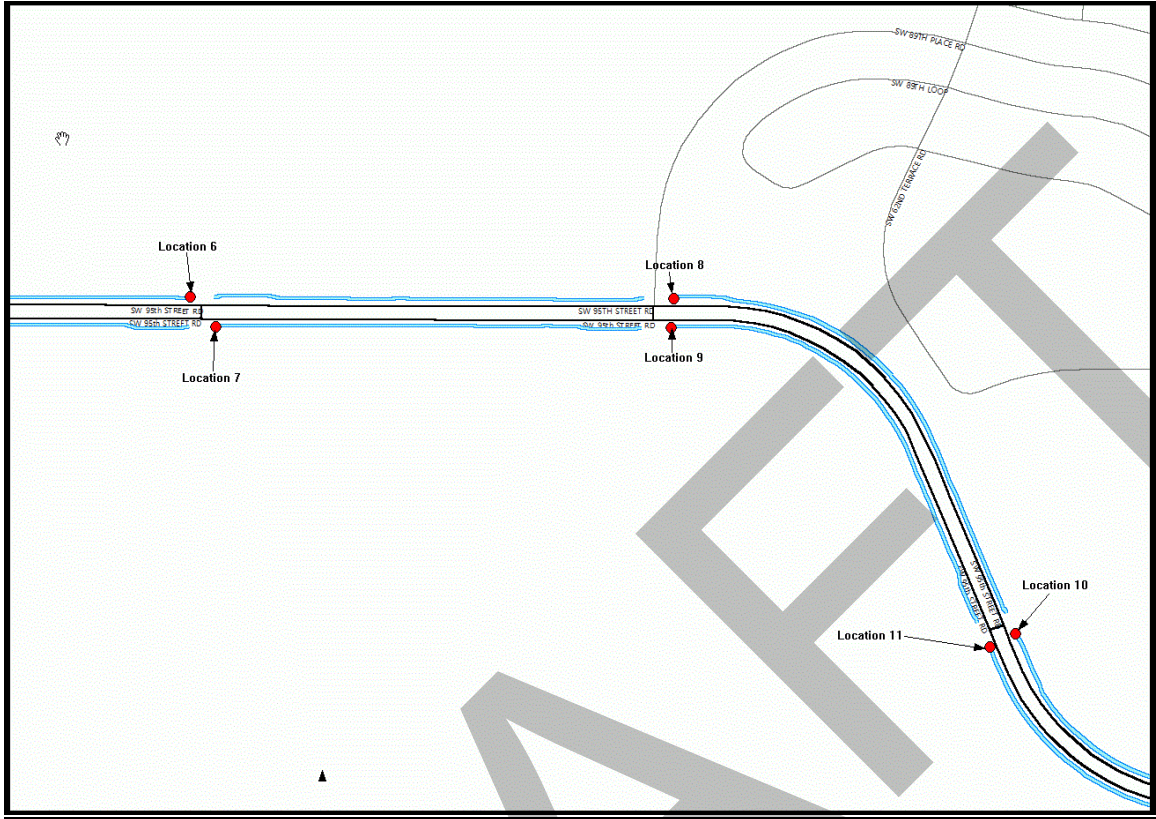
Construction Schedule

The contractor will have 60 days after NTP to complete the task order.









**EXHIBIT B**  
**Schedule of Values**

		QTY	UNIT	UNIT COST	TOTAL COST
2.16.2.	Mobilization	1	LS		\$3,100.00
2.1.2.	Temporary Traffic Control	1	LS		\$4,000.00
2.15.3.	Location #1 West side of SW 60th AV, north side of intersection, at or near 7600 SW 60th AV	1	Each	\$3,500.00	\$3,500.00
2.15.3.	Location #2 West side of SW 60th AV, south side of intersection, at or near 7600 SW 60th AV	1	Each	\$3,500.00	\$3,500.00
2.15.3.	Location #3 West side of SW 60th AV, south side of intersection, at or near 8950 SW 60th AV	1	Each	\$3,500.00	\$3,500.00
2.15.3.	Location #4 East side of SW 60th AV, north side of the turn in, at or near 9100 SW 60th AV	1	Each	\$3,500.00	\$3,500.00
2.15.3.	Location #5 East side of SW 60th AV, south side of the turn in, at or near 9100 SW 60th AV	1	Each	\$3,500.00	\$3,500.00
2.15.3.	Location #6 North side of SW 95th ST RD, west side of the turn in, at or near 6800 SW 95th ST RD	1	Each	\$3,500.00	\$3,500.00
2.15.3.	Location #7 South side of SW 95th ST RD, east side of the turn in, at or near 6800 SW 95th ST RD	1	Each	\$3,500.00	\$3,500.00
2.15.3.	Location #8 North side of SW 95th ST RD, east side of the intersection, at or near 6500 SW 95th ST RD	1	Each	\$3,500.00	\$3,500.00
2.15.3.	Location #9 South side of SW 95th ST RD, east side of the turn in, at or near 6500 SW 95th ST RD	1	Each	\$3,500.00	\$3,500.00
2.15.3.	Location #10 North side of SW 95th ST RD, east side of the turn in, at or near 6200 SW 95th ST RD	1	Each	\$3,500.00	\$3,500.00
2.15.3.	Location #11 South side of SW 95th ST RD, east side of the turn in, at or near 6200 SW 95th ST RD	1	Each	\$3,500.00	\$3,500.00
2.15.3.	Remove and Replace Truncated Dome Detectable Warning Mats at various locations within the project limits as directed by the County. Truncated Dome Detectable Warning mats shall be Access Tile ACC-S-2x4 or approved equal.	600	Square Foot	\$24.00	\$14,400.00
2.8.3.	Remove and Replace Sidewalk (4" Thick)	80	Square Yard	\$75.00	\$6,000.00
2.12.3.	Sod (Bahia)	65	Square Yard	\$20.00	\$1,300.00
		<b>TOTAL:</b>			<b>\$67,300.00</b>