

TASK ORDER TO THE AGREEMENT

In accordance with the Agreement, approved by the Board of County Commissioners on April 6, 2021 (the "Agreement") for work within the scope of Solicitation 20Q-161-TO-01 Marion County Dunnellon Airport T-Hangar Development, 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 under 20Q-161.

2. CONTRACTOR's services and performance will be in accordance with the scope of service and fee schedule, Exhibit A hereto. The total cost for the Project will not exceed (\$2,769,388.00). The Project shall reach substantial completion within 180 calendar days and an additional 21 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 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 25th Ave | Ocala, FL 34471

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

Email: publicrelations@marioncountyfl.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@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: chap@dinkinsconstruction.com and heidi@dinkinsconstruction.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

JEFF GOLD DATE
CHAIRMAN

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

BCC APPROVED: May 18, 2021
20Q-161-TO-01 Marion County Dunnellon Airport
T-Hangar Development

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

DINKINS CONSTRUCTION LLC

SIGNATURE

BY: DATE

PRINTED NAME

PRINTED:

WITNESS:

ITS: (TITLE)

SIGNATURE

PRINTED NAME



CONSTRUCTION MANAGER'S PROPOSAL

Dated: May 5, 2021

Project: Marion County - #20Q-161-TO-01 MC Dunnellon Airport T-Hangar Development

Scope: Installation of two new T-Hanger Pre-engineered metal building structures, approximately 13,400 SF each, and all associated site development work at Dunnellon Airport per plans by Avcon Inc. Engineers and Planners dated March 10, 2021. See attached project schedule and schedule of values.

Proposal: We propose to furnish all construction management and general contractor's 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 Request for Proposal and as noted within the Schedule of Values for the stipulated sum of:

\$2,769,388.00

Two Million Seven Hundred Sixty-Nine Thousand Three Hundred Eighty-Eight and 00/100 Dollars

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. The principle signing below will personally communicate with the Owner's representative as much as needed during the project but at a minimum shall provide weekly progress reports via access to CM's Procore software.

We will work harmoniously with the governing agencies, engineer, owner 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 a major 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 we are licensed, insured, and familiar with and in compliance of all federal, state and local laws, rules, regulations and ordinances. We further warrant 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.

Respectfully,

A handwritten signature in black ink, appearing to read "Chap Dinkins", is written over a large, light gray "DRAFT" watermark.

Chap Dinkins, CGC 1519358
As Manager for Dinkins Construction LLC



Schedule of Values: Marion County #20Q-161-TO-01 MC Dunnellon Airport T-Hangar Development

DUNNELLO T-HANGAR DEVELOPMENT

Summary

May 6, 2021

DIVISION	DIVISION DESCRIPTION	TOTALS
Division 01	General Requirements	\$ 256,377.45
Division 02	Existing Conditions	\$ 500,549.80
Division 03	Concrete	\$ 404,914.56
Division 04	Masonry	\$ -
Division 05	Metals	\$ 744,722.77
Division 06	Wood and Plastics	\$ -
Division 07	Thermal and Moisture Protection	\$ 1,000.00
Division 08	Doors and Windows	\$ 7,648.56
Division 09	Finishes	\$ 230,715.52
Division 10	Specialties	\$ 6,983.24
Division 11	Equipment	\$ -
Division 12	Furnishings	\$ -
Division 13	Special Construction	\$ -
Division 14	Conveying Systems	\$ -
Division 15	Mechanical/Plumbing	\$ 10,574.00
Division 16	Electrical	\$ 151,682.00
	CM Fee	\$ 150,486.78
	Bonding & Insurances	\$ 41,713.64
	Marion County Contingency	\$ 259,019.69
	3rd Party Inspections	\$ 3,000.00
	Project Grand Total	\$ 2,769,388.00



DUNNELTON T-HANGAR DEVELOPMENT

Schedule of Values - Complete Project

May 6, 2021

#	TRADE DESCRIPTION	VALUES	NOTES
01000	General Conditions - Add Alternate A	\$ -	combined and moved to contingency
01000	General Conditions - Add Alternate B	\$ -	combined and moved to contingency
01000	General Conditions - Hangar B	\$ -	combined and moved to contingency
01050	Permit Fees - ALLOWANCE	\$ 12,885.00	Marion County
01100	Impact Fees - Excluded	\$ -	Excluded
01500	Utility Deposits and Fees - Excluded	\$ -	Excluded
01510	Water / Sewer Connection Fees - Excluded	\$ -	Excluded
01520	Water Meter - Excluded	\$ -	Excluded
01150	Builder's Risk Insurance - ALLOWANCE	\$ 20,323.82	Brown and Brown
01200	Bonding - Fee included below subtotal	\$ -	Dinkins
01800	Job Site Supervision	\$ 88,105.41	Dinkins
01900	Direct Job Site Labor	\$ 14,437.91	Action Labor
01018	Indirect O/H - PM and Office Admin	\$ 13,215.81	Dinkins
01019	Job Trailer	\$ 9,766.48	Dinkins
01600	Portable Sanitation	\$ 4,868.03	Florida Express
01650	Refuse Container	\$ 13,843.45	Florida Express
01750	Job Site Fencing - At Access Road	\$ 6,490.70	Allan Quality Fence
01750	Job Site Fencing - Around Hangars	\$ 17,308.53	Allan Quality Fence
01550	Temporary Electric Pole	\$ 1,352.23	Dinkins
01550	Temporary Electric Service	\$ 3,042.52	Dinkins
01550	Temporary Electric Service - Hot Check	\$ 3,042.52	Dinkins
01550	Temporary Water	\$ 608.00	Dinkins
01250	Testing	\$ 4,732.80	Geo-Tech
01250	Testing - PEMB Nut and Bolt Inspections	\$ 1,582.11	Geo-Tech
01300	Surveying	\$ 2,704.46	Preece
01700	Equipment Rental	\$ 3,000.00	Sunbelt
01850	Construction Cleaning	\$ 18,149.84	Mary Aguirre
01850	Final Construction Cleaning	\$ 9,074.92	Mary Aguirre
01950	Protection of Surfaces	\$ 2,028.34	Dinkins
01960	Safety Materials	\$ 2,028.34	Dinkins
01960	Safety Materials - Maintenance of Traffic	\$ 2,028.34	Dinkins
01975	Signage and Security	\$ 676.11	Dinkins
01975	Blueprint Reproduction	\$ 1,081.78	QRS
	Takeoff Subtotal	\$ 256,377.45	
02000	Site Work Subcontract	\$ 241,132.00	Castlerock
02000	Site Work Subcontract - Add Alternate A	\$ 127,151.80	Castlerock
02000	Site Work Subcontract - Add Alternate B	\$ 70,514.00	Castlerock
02000	Erosion Control - Included	\$ -	Castlerock
02000	Modified Soils - Included	\$ -	Castlerock
02000	Limerock - Included	\$ -	Castlerock
02000	Prime - Included	\$ -	Castlerock
02000	Asphalt Paving - Included	\$ -	Castlerock
02025	Mobilization - Included	\$ -	Castlerock
02050	Demolition - Included	\$ -	Castlerock
02050	Clearing & Grubbing - Included	\$ -	Castlerock
02200	Earthwork - Included	\$ -	Castlerock
02210	Rough Grading - Included	\$ -	Castlerock
02210	Fine Grading - Included	\$ -	Castlerock
02215	Fill Dirt - Included	\$ -	Castlerock
02300	Underground Utilities - Included	\$ -	Castlerock
02300	Storm Piping - Included	\$ -	Castlerock
02300	Fire Main & Hydrants -Included	\$ -	Castlerock
02300	Domestic Water - Included	\$ -	Castlerock
02375	Site Concrete - Included	\$ -	Castlerock
02400	Sidewalks - Included	\$ -	Castlerock
02450	Signage & Striping - Included	\$ -	Castlerock
02450	Traffic Control Barriers - Included	\$ -	Castlerock
02475	Fencing & Gates	\$ 23,750.00	Allan Quality Fence
02475	Automatic Gate Operator	\$ 31,100.00	Marion Garage Doors
02475	Automatic Gate Operator - Tax	\$ 2,177.00	Marion Garage Doors
02475	Communication Cabling - Excluded - Sleeve and Pull Boxes Only - Wire and Tie-In are Excluded	\$ -	Excluded - By Marion County
02575	Sodding & Seeding - Included	\$ -	Castlerock
02700	Septic System and/or Lift Station	\$ 3,975.00	Moring Septic
02700	Permits	\$ 250.00	Moring Septic
02700	Sewer Piping to Septic System	\$ 500.00	Moring Septic
	Site Development Subtotal	\$ 500,549.80	



DUNNELLON T-HANGAR DEVELOPMENT
Schedule of Values - Complete Project
May 6, 2021

#	TRADE DESCRIPTION	VALUES	NOTES
03000	Concrete Subcontract - Base Bid	\$ 202,500.00	James Anderson Masonry
03000	Concrete Subcontract - Hangar B	\$ 195,000.00	James Anderson Masonry
03250	Termite Pretreat - Base Bid	\$ 1,553.64	Champion Pest
03250	Final Treatment - Base Bid	\$ 1,553.64	Champion Pest
03250	Termite Pretreat - Hangar B	\$ 1,553.64	Champion Pest
03250	Final Treatment - Hangar B	\$ 1,553.64	Champion Pest
03250	Zip Strip - Base Bid	\$ 100.00	Dinkins
03250	Zip Strip - Hangar B	\$ 100.00	Dinkins
03550	Site Clean-up - Base Bid	\$ 250.00	Action Labor
03551	Site Clean-up - Add Alternate A	\$ 250.00	Action Labor
03552	Site Clean-up - Add Alternate B	\$ 250.00	Action Labor
03550	Site Clean-up - Hangar B	\$ 250.00	Action Labor
	Takeoff Subtotal	\$ 404,914.56	
04000	Masonry Subcontract - Included in Concrete	\$ -	James Anderson Masonry
	Takeoff Subtotal	\$ -	
05000	Metal Building Labor - Base Bid	\$ 116,000.00	Fly-In-Inn
05000	Metal Building Labor - Hangar B	\$ 116,000.00	Fly-In-Inn
05000	Remobilize for Painting - Base Bid	\$ 2,000.00	Fly-In-Inn
05000	Remobilize for Painting - Hangar B	\$ 2,000.00	Fly-In-Inn
05000	Installation of Man Doors - Base Bid	\$ 2,750.00	Fly-In-Inn
05000	Installation of Man Doors - Hangar B	\$ 2,500.00	Fly-In-Inn
05010	Metal Building Material - PO Issued 5/4/21 for both buildings	\$ 445,280.00	Dean Steel Buildings Inc.
05010	PEMB Tax - TBD and overage taken from contingency	\$ 26,547.78	Dean Steel Buildings Inc.
05009	PEMB Freight - Included in PO	\$ -	Dean Steel Buildings Inc.
07100	PEMB Insulation - Base Bid	\$ 13,072.33	Bay Insulation
07100	PEMB Insulation - Hangar B	\$ 13,072.33	Bay Insulation
07100	PEMB Insulation - Tax - Base Bid	\$ 915.06	Bay Insulation
07100	PEMB Insulation - Tax - Hangar B	\$ 915.06	Bay Insulation
05015	Anchor Bolts - Base Bid	\$ 1,835.10	Ajax Fasteners and Tools
05015	Anchor Bolts - Hangar B	\$ 1,835.10	Ajax Fasteners and Tools
05025	Structural Steel Subcontract - Base Bid	\$ -	Excluded
05300	Pipe Bollards - Base Bid	\$ -	Excluded
	Takeoff Subtotal	\$ 744,722.77	
07400	Caulking - Exterior Expansion Joints - Base Bid	\$ 500.00	Rainbow Waterproofing
07400	Caulking - Exterior Expansion Joints - Hangar B	\$ 500.00	Rainbow Waterproofing
07401	Caulking - Interior Saw Cut Joints - Included	\$ -	NBI Concrete
07401	Caulking - Interior Saw Cut Joints - Included - Hangar B	\$ -	NBI Concrete
	Takeoff Subtotal	\$ 1,000.00	
08000	Door & Hardware Package - Included	\$ -	Dean Steel Building Inc.
08000	Door & Hardware Package - HM Door and Frame at CMU R.R.	\$ 1,000.00	Steven B Hering
08000	Door & Hardware Package - Installation of HM Door and Frame at CMU R.R.	\$ 250.00	JS Carter
08000	Cores - IC Cores Included - Keying Excluded	\$ -	Excluded
08000	Door and Hardware Tax - Included	\$ -	Included
08600	OH & Specialty Doors - Hangar Doors - Included	\$ -	Dean Steel Building Inc.
08700	Door Hardware - ALLOWANCE - Base Bid	\$ 3,351.63	Steven B Hering
08700	Door Hardware - ALLOWANCE - Hangar B	\$ 3,046.93	Steven B Hering
	Takeoff Subtotal	\$ 7,648.56	
09150	Drywall Subcontract - Base Bid	\$ 46,215.00	ADR Wall Systems
09150	Drywall Subcontract - Hangar B	\$ 43,500.00	ADR Wall Systems
09150	Drywall Subcontract - Labeling Fire Walls - Base Bid	\$ 375.00	ADR Wall Systems
09150	Drywall Subcontract - Labeling Fire Walls - Hangar B	\$ 375.00	ADR Wall Systems
09300	Painting - Base Bid	\$ 36,700.00	JP Painting
09300	Painting - Hangar B	\$ 36,000.00	JP Painting
09300	Painting - (1) Prime Coat - Base Bid	\$ 9,900.00	JP Painting
09300	Painting - (1) Prime Coat - Hangar B	\$ 9,900.00	JP Painting
09300	Floor Sealer - Concrete Hardener - Base Bid	\$ 23,875.27	NBI Concrete
09300	Floor Sealer - Concrete Hardener - Hangar B	\$ 23,875.25	NBI Concrete
	Takeoff Subtotal	\$ 230,715.52	



DUNNELLO T-HANGAR DEVELOPMENT
Schedule of Values - Complete Project
May 6, 2021

#	TRADE DESCRIPTION	VALUES	NOTES
10100	Toilet Accessories	\$ 666.72	Suncoast Insulators
10100	Toilet Accessories - Toilet Paper, Paper Towel, Soap - Owner Furnished Contractor Installed	\$ -	Suncoast Insulators
10200	Fire Extinguishers - Base Bid	\$ 964.50	American Fire
10200	Fire Extinguishers - Hangar B	\$ 964.50	American Fire
10300	Signs & Plaques - Base Bid	\$ 2,193.76	Kay Enterprises
10300	Signs & Plaques - Hangar B	\$ 2,193.76	Kay Enterprises
	Takeoff Subtotal	\$ 6,983.24	
11300	Phone System - Excluded	\$ -	Marion County
11350	Voice/Data - Excluded	\$ -	Marion County
11500	Security System - Video Access Control - Excluded	\$ -	Marion County
11600	Computer Cabling - Excluded	\$ -	Marion County
	Takeoff Subtotal	\$ -	
12000	FF&E - Excluded	\$ -	Marion County
	Takeoff Subtotal	\$ -	
15100	Plumbing Subcontract - Base Bid	\$ 21,111.00	Southern Plumbing
15100	Plumbing Subcontract - Hangar B	\$ 13,083.00	Southern Plumbing
15100	VE Suggestion: Delete Hose Bibs Shown on Plumbing Sheets. Keep Hose Bibs Shown on Civil Sheets - Base Bid	\$ (11,521.00)	Southern Plumbing
15100	VE Suggestion: Delete Hose Bibs Shown on Plumbing Sheets. Keep Hose Bibs Shown on Civil Sheets - Hangar B	\$ (13,083.00)	Southern Plumbing
15300	HVAC System (Subcontract) - Base Bid	\$ 984.00	Hilliard's
	Takeoff Subtotal	\$ 10,574.00	
16100	Electrical Subcontract - Base Bid	\$ 86,106.00	Ciraco Electric
16100	Electrical Subcontract - Hangar A	\$ 59,437.00	Ciraco Electric
16100	Raceways for Electric Gate - Cabling Excluded	\$ 1,000.00	Ciraco Electric
16200	Light Fixtures - Included	\$ -	Ciraco Electric
16600	Lightning Protection - Fence Grounding	\$ 5,139.00	Ciraco Electric
16550	Generator	\$ -	Excluded
16110	Security System	\$ -	Excluded
16110	Access Control	\$ -	Excluded
16110	Intercom	\$ -	Excluded
16110	Audio Visual	\$ -	Excluded
16120	Fire Alarm	\$ -	Excluded
16120	Radio Signal Test	\$ -	Excluded
16120	Fire Alarm Dialer	\$ -	Excluded
16140	Voice Data	\$ -	Excluded
16300	Sign - Power	\$ -	Excluded
16400	Site Lighting	\$ -	Excluded
	Takeoff Subtotal	\$ 151,682.00	
	Building Construction Subtotal	\$ 1,814,618.09	
	Building + Site Subtotal	\$ 2,315,167.89	
01000	CM Fee for project between 2-3 m = 6.5%	\$ 150,485.91	
01200	Insurance & Bonding	\$ 41,713.64	Included
01016	County Contingency	\$ 259,019.69	Marion County
01250	Threshold & OR 3rd Party Inspections	\$ 3,000.00	Geo Tech nut & bolt certification
12000	A/E and Special Consultants	\$ -	Excluded
	Rounding	\$ 0.87	Dinkins
	Project Grand Total	\$ 2,769,388.00	