

**FIRST AMENDMENT TO AGREEMENT FOR  
ANNUAL SIDEWALK MAINTENANCE AND REPAIR SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT FOR ANNUAL SIDEWALK MAINTENANCE AND REPAIR SERVICES ("First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **MARCUM ENTERPRISES, LLC**, a limited liability company duly organized and authorized to do business in the State of Florida (EIN# 45-4248175) ("Contractor").

**WHEREAS**, on May 7, 2020, City and Contractor entered into an Agreement for Annual Sidewalk Maintenance and Repair Services (the "Original Agreement"), City of Ocala Contract Number: PWD/200074 for a term of two (2) years, from May 5, 2020 to May 5, 2022; and

**WHEREAS**, City and Contractor now desire to extend the Original Agreement, as amended, for the single one-year renewal period available under the Original Agreement and to amend Exhibit B – Price Proposal to reflect a three percent (3%) price increase.

**NOW THEREFORE**, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Contractor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **EXTENSION.** The Original Agreement is hereby renewed for an additional one-year term beginning **MAY 6, 2022** and terminating **MAY 5, 2023**.
4. **AMENDMENT TO EXHIBIT B – PRICE PROPOSAL.** The document attached to the Original Agreement as Exhibit B – Price Proposal, as amended, is hereby deleted and replaced, in its entirety, with the document attached to this First Amendment as **Amended Exhibit B – Price Proposal**.
5. **NOTICES.** All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:



If to Contractor: Marcum Enterprises, LLC  
Attn: Doug Marcum  
2501 Northwest 35<sup>th</sup> Street  
Ocala, Florida 34475  
PH: 352-867-7332  
E-mail: [dmarcum@marcumenterprise.com](mailto:dmarcum@marcumenterprise.com)

If to City of Ocala: Tiffany L. Kimball, Contracting Officer  
City of Ocala, City Hall  
110 SE Watula Avenue, 3<sup>rd</sup> Floor  
Ocala, Florida 34471  
PH: 352-629-8366  
FAX: 352-690-2025  
E-mail: [tkimball@ocalafl.org](mailto:tkimball@ocalafl.org)

Copy to: Robert W. Batsel, Jr.  
Gooding & Batsel, PLLC  
1531 SE 36<sup>th</sup> Avenue  
Ocala, Florida 34471  
PH: 352-579-6536  
E-mail: [rbatsel@lawyersocala.com](mailto:rbatsel@lawyersocala.com)

6. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
8. **LEGAL AUTHORITY.** Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.



IN WITNESS WHEREOF, the parties have executed this First Amendment on

\_\_\_\_\_.

**ATTEST:**

**CITY OF OCALA**

\_\_\_\_\_  
Angel B. Jacobs  
City Clerk

\_\_\_\_\_  
Ire Bethea, Sr.  
City Council President

**Approved as to form and legality:**

**MARCUM ENTERPRISES, LLC**

\_\_\_\_\_  
Robert W. Batsel, Jr.  
City Attorney

\_\_\_\_\_  
By: \_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_  
(Title)

ITEM NO	DESCRIPTION	UNIT	PRICE
G-06	Silt Fence and Sediment Control	LF	\$1.03
G-11-1	Regular Excavation	CY	\$9.27
G-11-2	New Sidewalk Excavation	SY	\$11.33
G-12	Imported Backfill Material	CY	\$18.54
G-21	Removal of Concrete	SY	\$8.24
G-22	Remove Concrete Curb & Gutter	LF	\$3.09
G-25	Asphalt Pavement Removal	SY	\$10.30
G-45	Manhole Adjustments on Stormwater Cover	EA	\$515.00
G-49-1	12" CONCRETE MITERED END	EA	\$515.00
G-49-2	15" CONCRETE MITERED END	EA	\$772.50
G-49-3	18" CONCRETE MITERED END	EA	\$927.00
G-49 -4	24" CONCRETE MITERED END	EA	\$1,236.00
G-49 -5	30" CONCRETE MITERED END	EA	\$1,287.50
G-49-6	36" CONCRETE MITERED END	EA	\$3,090.00
G-49-7	42" CONCRETE MITERED END	EA	\$4,377.50
G-49-8	48" CONCRETE MITERED END	EA	\$4,532.00
G-50-1	Concrete Flume	SY	\$56.65
G-50-2	Concrete Flume "D" curb	LF	\$27.81
G-52		HR	\$154.50
G-53		HR	\$154.50
G-56-A	Concrete Curb , Type A	LF	\$21.63
G-56-B	Concrete Curb, Type B	LF	\$19.06
G-56-D	Concrete Curb, Type D	LF	\$17.51
G-56-E	Concrete Curb Type E	LF	\$19.57
G-56-F	Concrete Curb Type F	LF	\$20.60
G-56-RA	Concrete Curb, Type RA	LF	\$22.66
G-56-DR	Concrete Valley/Drop Curb & Gutter	LF	\$22.66
G-56-BC	Concrete Curb Back of Sidewalk	LF	\$16.48
G-58-1	4 inch concrete (3000 psi)	SY	\$42.75
G-58-2	4 inch concrete (4000 psi /with fiber)	SY	\$48.41
G-58-3	4 inch concrete (3000 psi / pump mix)	SY	\$45.32
G-58-4	6 inch concrete with fiber reinforced (3000 psi)	SY	\$55.62
G-58-5	6 inch concrete with fiber reinforced (4000 psi / with fiber)	SY	\$62.57
G-58-6	6 inch concrete with fiber reinforced (3000 psi / with fiber - pump mix)	SY	\$63.86
G-58-7	8 inch concrete with fiber and/or rebar (engineers design dictates, 4000 psi)	SY	\$78.80
G-58-8	4 inch Concrete - 3' x 5' Pattern w/ salt rock finish	SY	\$53.30
G-58-9	6 inch Concrete - 3' x 5' Pattern w/ salt rock finish	SY	\$57.47
G-58-10	Concrete Edge Beam	LF	\$12.36
G-60-1	Brick Paver Bands (furnish and install)	LF	\$11.85

ITEM NO	DESCRIPTION	UNIT	PRICE
G-60-2	Architectural Pavers (traffic rated, Furnish and install)	SY	\$92.70
G-61-A	Concrete Curb Ramp (CR - A) with Detectable Warning Surface	EA	\$1,133.00
G-61-B	Concrete Curb Ramp (CR - B) with Detectable Warning Surface	EA	\$1,287.50
G-61-C	Concrete Curb Ramp (CR - C) with Detectable Warning Surface	EA	\$1,287.50
G-61-D	Concrete Curb Ramp (CR - D) with Detectable Warning Surface	EA	\$1,442.00
G-61-E	Concrete Curb Ramp (CR - E) with Detectable Warning Surface	EA	\$1,467.75
G-61-F	Concrete Curb Ramp (CR - F) with Detectable Warning Surface	EA	\$1,596.50
G-61-G	Concrete Curb Ramp (CR - G) with Detectable Warning Surface	EA	\$1,596.50
G-61-L	Concrete Curb Ramp (CR - L) with Detectable Warning Surface	EA	\$2,060.00
G-62	Detectable Warning Mats on existing Walking Surfaces	SY	\$231.75
G-63-1	Roof Drain Assembly (conduit)	EA	\$515.00
G-63-2	Roof Drain Assembly (Polylok trench drain)	EA	\$515.00
G-68-1	REMOVE AND REPLACE END WALLS, 12"	LS	\$2,575.00
G-68-2	REMOVE AND REPLACE END WALLS, 15"	LS	\$2,575.00
G-68-3	REMOVE AND REPLACE END WALLS, 18"	LS	\$3,090.00
G-68-4	REMOVE AND REPLACE END WALLS, 24"	LS	\$3,965.50
G-68-5	REMOVE AND REPLACE END WALLS, 30 "	LS	\$4,635.00
G-68-6	REMOVE AND REPLACE END WALLS, 36"	LS	\$6,695.00
G-68-7	REMOVE AND REPLACE END WALLS, 42"	LS	\$10,145.50
G-68-8	REMOVE AND REPLACE END WALLS, 48"	LS	\$12,875.00
G-80-1	Sod - St. Augustine	SY	\$9.27
G-80-2	Sod - Bahia	SY	\$6.70
G-90	Miscellaneous Sign Remove & Reinstall	EA	\$154.50
G-99-1	TRAFFIC SEPARATOR CONCRETE-TYPE I, 4' WIDE	LF	\$36.05
G-99-2	TRAFFIC SEPARATOR CONCRETE-TYPE I, 6' WIDE	LF	\$49.44
G-99-3	TRAFFIC SEPARATOR CONCRETE- TYPE I, 8.5' WIDE	LF	\$56.65
G-99-4	TRAFFIC SEPARATOR - CONCRETE, TYPE II, 4' WIDE	LF	\$36.05
G-99-5	TRAFFIC SEPARATOR - CONCRETE, TYPE II, 6' WIDE	LF	\$53.56

ITEM NO	DESCRIPTION	UNIT	PRICE
G-99-6	TRAFFIC SEPARATOR CONCRETE- TYPE II, 8.5' WIDE	LF	\$79.31
G-99-7	TRAFFIC SEPARATOR CONCRETE- TYPE IV, 4' WIDE	LF	\$39.66
G-99-8	TRAFFIC SEPARATOR CONCRETE- TYPE IV, 6' WIDE	LF	\$57.68
G-99-9	TRAFFIC SEPARATOR CONCRETE- TYPE IV, 8.5' WIDE	LF	\$97.85
G-99-10	TRAFFIC SEPARATOR CONCRETE, TYPE V, 4' WIDE	LF	\$58.20
G-99-11	TRAFFIC SEPARATOR CONCRETE- TYPE V, 6' WIDE	LF	\$85.49
G-100	Concrete Pump - W/250 feet of hose per location	EA	\$515.00
G-101	Decorative Stamp installed in concrete finish (City provides stamp)	EA	\$103.00
E-1	1" SCHD 40 PVC Conduit (Furnish & Install)	LF	\$7.73
E-2	2" SCHD 40 PVC Conduit (Furnish & Install)	LF	\$7.73
E-3	3" SCHD 40 PVC Conduit (Furnish & Install)	LF	\$14.42
E-4	4" SCHD 40 PVC Conduit (Furnish & Install)	LF	\$15.45
E-5	Install vaults (furnished by City)	EA	\$566.50
W-20-1	Adjust Valve Box to Grade	EA	\$154.50
W-20-2	Adjust Meter Box to Grade	EA	\$154.50