

TASK ORDER NO. 47 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-47 Silver Springs Shores Youth Center Renovation into Library and Youth Center, this Task Order to the Agreement (this "Amendment") is made and entered into between Cullison Wright Construction whose address 112 NE 12th Street, Ocala, FL 34470, and possessing FEIN# 59-1441025 ("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 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 and Schedule of Values, Exhibit A hereto. The total cost for the Project will not exceed Five Hundred Twenty-Two Thousand Seven Hundred Dollars and Zero Cents (\$522,700). The Project shall reach substantial completion within 150 days from Notice to Proceed and final completion within 10 days beyond completion date. 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. **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)

ATTEST:


GREGORY J. HARRELL,
MARION COUNTY CLERK OF COURT

4/15/2025

DATE

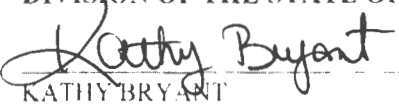
**FOR USE AND RELIANCE OF MARION
COUNTY ONLY, APPROVED AS TO FORM**

AND LEGAL SUFFICIENCY

for: 
MATTHEW G. MINTER,
MARION COUNTY ATTORNEY

3/21/25
DATE

**MARION COUNTY, A POLITICAL SUB-
DIVISION OF THE STATE OF FLORIDA**

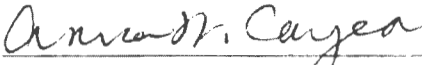

KATHY BRYANT
CHAIRMAN

4/15/2025

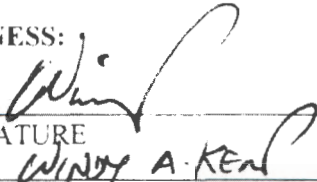
DATE

BCC APPROVED: April 15, 2025
20Q-161-TO-47 Silver Springs Shores Youth Center
Renovation into Library and Youth Center


WITNESS:


SIGNATURE
Anna M. Cayea
PRINTED NAME

WITNESS:


SIGNATURE
WINDY A. KENT
PRINTED NAME

CULLISON WRIGHT CONSTRUCTION

 6/16/2025
BY: DATE
Matthew F. Davis
PRINTED:
Vice President
ITS: (TITLE)



MCSSS Library Renovation

Ocala, FL

2/3/2025

Budget Summary

DETAILS	BUDGET	# OF BUILDING	SUBTOTALS
Division 1 General Conditions			\$ 105,120
Division 2 Demolition			\$ 24,825
Division 3 Concrete			\$ 16,750
Division 4 Masonry			\$ 3,500
Division 5 Structural Steel			\$ 5,325
Division 7 Thermal and Moisture Protection			\$ 1,500
Division 8 Openings			\$ 21,350
Division 9 Finishes			\$ 93,051
Division 10 Specialties			\$ 4,056
Division 12 Furnishings			\$ 2,712
Division 22 Plumbing			\$ 18,610
Division 23 HVAC			\$ 45,079
Division 26 Electric			\$ 67,500
Division 31 Earthwork			\$ 31,970
SUBTRADES TOTAL			\$ 441,348
Construction Contingency			\$ -
TOTAL A (SUBTRADES + CONTINGENCY)			\$ 441,348
Builder's Risk Insurance			Excluded
Bond			\$ 5,830
Impact Fees			Excluded
Permit Fees			Excluded
General Liability			\$ 3,363
Profit			\$ 17,654
Overhead			\$ 17,654
TOTAL B (CONSTRUCTION FEES)			\$ 44,501
Alternate #1 Front Entry			\$ 34,851
Rough Carpentry			\$ 24,200
Roofing			\$ 9,030
Spray Foam			\$ 2,203
Profit			\$ 1,417
Overhead			\$ 1,417
Alternate #2 Reading Nook			\$ 98,224
Concrete			\$ 9,000
Rough Carpentry			\$ 35,400
Railing			\$ 1,500
Roofing			\$ 31,325
Spray Foam			\$ 7,608
Profit			\$ 3,393
Overhead			\$ 3,393

Total Cost (A + B) \$ 485,849

Total Cost with Alternate #1 \$ 522,700

Total Cost with Alternate #2 \$ 574,075

Total Cost with Alternate #1 & #2 \$ 610,925