

Marion County Board of County Commissioners

Procurement Services

2631 SE Third St. Ocala, FL 34471 Phone: 352-671-8444 Fax: 352-671-8451

June 17, 2025

Josh Long
Cullison-Wright Construction Corporation
112 NE 12th Street
Ocala, FL 34470
Delivered via email to: joshong@cullisonwright.com

Re: Award of Project # 20Q-161-TO-50 ~ Southeastern Livestock Pavilion Sales Arena Renovation

On behalf of the Marion County Board of County Commissioners, it is our pleasure to notify you of the award of the Project listed above. The following are required to complete the contract process, and shall be returned within one (1) week: *Documents can be returned via email, fax, or courier (USPS, FedEx, UPS, hand delivery).*

- > One (1) set of the contract with exhibits if applicable, fully executed before two witnesses if a person other than a company Officer signs, a statement must be included noting the signatory's authorization to sign on behalf of the company.
- ➤ One (1) set of <u>recorded</u> Payment and Performance bonds. *This can be an electronic copy* (it is your responsibility to record Payment and Performance Bonds with the Marion County Clerk).
- > One (1) copy of the activated insurance certificate, showing "Marion County, a political subdivision of the State of Florida" as Additional Insured, and in accordance with the Solicitation. This can be scanned. (See attached sample illustrating what is required).
- No Work shall commence until a Notice to Proceed (NTP) has been issued, unless a start date has been specifically mentioned in the contract.
- No payment(s) shall be rendered until all required documents have been received, in good order and deemed complete by the Marion County Procurement Services Department.

We look forward to doing business with you.

Susan Olsen

Procurement Services Director

xc: Facilities Management

/cc

Rev 10.8.2018

ACORD

INFORMATION REQUIRED ON COLFOR MARION COUNTY

(Type & Minimum Coverage as Specified in Contract)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
Current Date

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
Agent Name	PHONE (A/C, No. Fxt): E-MAIL ADDRESS:	lot:	
NAME + ADDRESS	INSURER(S) AFFORDING COVERAGE	NAIC #	
	NSURERA ABC Insurance Company	12345	
INSURED	NSURER B.XYZ Insurance Company	98765	
Contractor Name	INSURER C: INCLUDE ALL THAT APPLY		
CONTRACTOR NAME	INSURER D :		
+ ADDRESS	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER:CL1811801845 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SR	TYPE OF INSURANCE	ADDL S	POLICY NUMBER	CHARLES ALL CHORICAS	LIMITS		
	X COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	50,000
		(x)			MED EXP (Any one person)	\$	(
			ABC1234	00/00/00 00/00/00	PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:			CURRENT	GENERAL AGGREGATE	\$	1,000,000
	POLICY X FRU-			DATES	PRODUCTS - COMP/OP AGG	\$	1,000,000
	OTHER: Deductible: \$ TBD				The second section of the second seco	\$	
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$	3,000,000
	X ANY AUTO				BODILY INJURY (Per person)	\$	
Š	ALL OWNED SCHEDULED	(x)	ABC1234	00/00/00 00/00/00	BODILY INJURY (Per accident)	s	
3	AUTOS AUTOS NON-OWNED			CURRENT	PROPERTY DAMAGE (Per accident)	s	
	HIRED AUTOS AUTOS	1		DATES	(Pet accident)	\$	
	X UMBRELLA LIAB X OCCUR				EACH OCCURRENCE	\$	1,000,000
	EXCESS LIAB CLAIMS-MADE		If Applicable	00/00/00 00/00/00	AGGREGATE	\$	
	DED RETENTION \$			CURRENT DATES		\$	
	WORKERS COMPENSATION				X PER OTH-	Charlings	Andrew Street Community Control
	ANY PROPRIETOR/PARTNER/EXECUTIVE		XYZ7890	00/00/00 00/00/00		\$	500,000
(Mandatory in NH)	N/A	(Ŷ)	CURRENT	E.L. DISEASE - EA EMPLOYEE	5	500,000	
If yes, describe under DESCRIPTION OF OPERATIONS below				DATES	E.L. DISEASE - POLICY LIMIT	s	500,000
					Aggregate/Each Claim		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contificate of Incurance issued with respect to the event to be held on yeary

ificate of Insurance issued with respect to the event, to be held on xx/xx/xxxx

PROJECT NAME + NUMBER

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE

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FORM OF PAYMENT BOND - Project- 20Q-161-TO-50-Southeastern Livestock Pavilion Sales Arena

Renovation

BOND NUMBER

BOND NUMBER	<u> </u>
FL 34470, with a telephone number of , as Principal, hereinafter, a corporation, located at as "SURETY", for good consideration, are held firmly bound ur OF THE STATE OF FLORIDA, located at 601 SE 25 th Ave., Oca hereinafter referred to as "COUNTY", to indemnify and hold CO 255.05, Florida Statutes, as applicable, in the full and just sum of Eight Dollars and Zero Cents (\$593,838.00), lawful money of the statute of the	ght Construction Corporation, located at 112 NE 12th Street, Ocala, referred to as "CONTRACTOR", and, hereinafter referred to to MARION COUNTY, FLORIDA, A POLITICAL SUBDIVISION ala, FL 34471, with a telephone number of (352) 671-8444, as Obligee, DUNTY harmless and in accordance with Section 336.44 and Section of Five Hundred Ninety-Three Thousand Eight Hundred Thirty-of the United States, for the payment whereof CONTRACTOR and successors and assigns, jointly and severally, firmly by these presents a performance of the CONTRACT, defined below.
Commissioners on <u>June 17, 2025</u> for complete construction and <u>Sales Arena Renovation</u> (hereinafter referred to as the "PROJ	a written contract approved by the Marion County Board of County delivery of the project identified as Southeastern Livestock Pavilion ECT") in Marion County, Florida, in accordance with instructions to d herein by reference made a part hereof and is hereinafter referred to
aforesaid CONTRACTOR shall, for value received: (1) Promptly pay all claimants supplying CONTRACTOF CONTRACTOR in the performance of the CONTRACTOR (2) Pay COUNTY any and all losses, damages, costs and at because of a default by CONTRACTOR under the CO (3) Perform the warranty of all work and materials under t then this BOND shall be null and void; otherwise it shall remain SURETY, for value received, hereby acknowledges that any ch	torney's fees, including appellate proceedings, that COUNTY sustains NTRACT; and, he CONTRACT for the time specified in the CONTRACT,
Whenever CONTRACTOR shall be in default under the CON hereunder, SURETY may promptly remedy the default or shall promptly remedy the default of the d	NTRACT and COUNTY having performed COUNTY's obligation comptly and at SURETY's expense:
 (1) Respond to claimants, if any, with a copy to COUNTY that are undisputed and the basis for challenging any at (2) Pay or arrange for payment of any undisputed amounts 	
If notice is given by COUNTY to CONTRACTOR or to SURET' SURETY's total obligation shall not exceed the amount of this BC made in good faith by SURETY.	Y, such notice is sufficient notice of claim. OND, and the amount of this BOND shall be credited for any payments
satisfy claims, if any, under the Performance Bond. By CONTR	TRACT shall be used for the performance of the CONTRACT and to ACTOR furnishing and COUNTY accepting this BOND, they agree CONTRACT are dedicated to satisfy obligations of CONTRACTOR o use the funds for completion of the PROJECT.
COUNTY shall not be liable for payment of any costs or expense no obligations to make payments to, give notices on behalf of, or	It is expressly understood the time provisions and statute of limitation
	SignatureDate
	·
Ву	[Attorney in Fact (Attach Power of Attorney)]
Surety Address	SEND ALL BOND INQUIRIES TO: Marion County Procurement Services

<u>Email</u>

Phone Number

c/o Marion County, a political subdivision of the State of Florida

2631 SE Third St., Ocala, FL 34471

352-671-8444 | Procurement@MarionFL.org

FORM OF PERFORMANCE BOND - Bid# 20Q-161-TO-50 - Southeastern Livestock Pavilion Sales Arena

Renovation

VNOW ALL MEN DV THESE DDESENTS. That Cultion W	Vright Construction Corporation, located at 112 NE 12th Street, Oca	ala.
FL 34470, with a telephone number of, as Principal, hereinaft		па,
a appropriation located at	with a talanka	ne
number of, hereinafter referred to	o as "SURETY", for good consideration, are held firmly bound up	nto
	ION OF THE STATE OF FLORIDA, located at 601 SE 25 th Ave., Oca Obligee, hereinafter referred to as "COUNTY", to indemnify and he	
	§ §336.44 and §255.05, as applicable, in the full and just sum of F	
	y-Eight Dollars and Zero Cents (\$593,838.00), lawful money of	
	and SURETY bind themselves, their heirs, executors, administrator	
	presents to pay for labor, materials and equipment furnished for use	
the performance of the CONTRACT, defined below.		
WHEREAS CONTRACTOR and COLINTY have entered in	nto a written contract approved by the Marion County Board of Coun	ntv
Commissioners on June 17, 2025 for complete construction at	nd delivery of the project identified as Southeastern Livestock Pavili	ion
	OJECT") in Marion County, Florida, in accordance with instructions	
	rated herein by reference made a part hereof and is hereinafter referred	
as the "CONTRACT".		
NOW THEREFORE, THE CONDITIONS OF THIS OBLI-	GATION (hereinafter referred to as this "BOND") is such that if	the
aforesaid CONTRACTOR shall, for value received:		
(1) Timely and faithfully perform the CONTRACT;		
(2) Pay COUNTY any and all losses, damages, costs and	d attorney's fees, including appellate proceedings that COUNTY susta	ins
because of a default by CONTRACTOR under the C	CONTRACT; and,	
(3) Perform the guarantee or warranty of all work and ma	aterials under the CONTRACT for the time specified in the CONTRAC	CT,
then, this BOND shall be null and void; otherwise it shall rem	nain in full force and effect.	
	changes, extensions of time, alterations or additions to the terms of	the
	his BOND and SURETY waives notice for any such changes, extens	ions
of time, alterations or additions.		
Whenever CONTRACTOR shall be in default under the C	CONTRACT and COUNTY having performed COUNTY's obliga	tion
hereunder, SURETY may promptly remedy the default or shall	l promptly and at SURETY's expense:	
(1) Complete the CONTRACT in accordance with it ter	rms and conditions, and	
(1) Complete the CONTRACT in accordance with it ter	ms and conditions, and,	
(2) Obtain a bid or bids for completing the CONTRACT	Γ in accordance with its terms and conditions, and upon determination	by
	UNTY elects, upon determination by COUNTY and SURETY jointly	
	act (a "CONTRACT OF COMPLETION") between such bidder a	
	esses (even though there should be a default or a succession of defau	
	PLETION) sufficient funds to pay the cost of completion less the balar	
	ther costs and damages for which the SURETY may be liable hereund he term "balance of total bid price" as used in this paragraph shall me	
	ACTOR under the CONTRACT, and any CHANGE ORDERS there	
less the amount properly paid by COUNTY to CON		۸0,
No right of action shall accrue on this BOND to or for the use successors of COUNTY.	of any person or corporation other than COUNTY named herein, or	the
Contract	tor SignatureDate	
Signed and Sealed thisday of	, 20	
By	[Attorney in Fact (Attach Power of Attorney)]	
Surety Address	SEND ALL BOND INQUIRIES TO:	
	Marion County Procurement Services	
	c/o Marion Co, a political subdivision of the State of Florida	

Email

Phone Number

2631 SE Third St., Ocala, FL 34471

352-671-8444 | Procurement@MarionFL.org

TASK ORDER 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-50 Southeastern Livestock Pavilion Sales Arena Renovation, this Task Order to the Agreement (this "Amendment") is made and entered into between Cullison-Wright Construction Corporation 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 Amendment 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 fee schedule, Exhibit A hereto. The total cost for the Project will not exceed Five Hundred Ninety-Three Thousand Eight Hundred Thirty-Eight Dollars and Zero Cents (\$593,838.00). The Project shall reach substantial completion within 180 Calendar days with an additional 30 days for 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: Exhibit A Scope of Work and Schedule of Values
 - 4. All provisions of the Agreement not specifically amended herein shall remain in full force and effect.

(Remainder of page intentionally left blank. Signature page to follow)

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	KATHY BRYANT DATE CHAIRMAN		
FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY	BCC APPROVED: June 17, 2025 20Q-161-TO-50 Southeaster Livestock Pavilion Sales Arena Renovation		
MATTHEW G. MINTER, DATE MARION COUNTY ATTORNEY			
WITNESS:	Cullison-Wright Construction Corporation		
SIGNATURE	BY: DATE		
PRINTED NAME	PRINTED:		
WITNESS:	ITS: (TITLE)		
SIGNATURE			
PRINTED NAME			



MC SELP Sales Arena Renovation

Ocala, FL 5/2/2025

Budget Summary

DETAILS	BUDGET	# OF BUILDING	SUBTOTALS
Division 1 General Conditions			\$ 110,400
Division 2 Demolition			\$ 19,300
Division 3 Concrete			\$ 12,000
Division 4 Masonry			\$ 20,000
Division 5 Structural Steel			\$ 11,000
Division 7 Thermal and Moisture Protection			\$ 61,900
Division 8 Openings			\$ 10,225
Division 9 Finishes			\$ 83,840
Division 10 Specialties			\$ 35,974
Division 21 Fire Sprinkler			\$ -
Division 22 Plumbing			\$ 63,200
Division 23 HVAC			\$ 31,268
Division 26 Electric			\$ 66,747
Division 31 Earthwork			\$ 15,000
SUBTRADES TOTAL			\$ 540,854
Construction Contingency			\$ -
TOTAL A (SUBTRADES + CONTINGENCY)			\$ 540,854
Builder's Risk Insurance			Excluded
General Liability			\$ 4,305
Bond			\$ 5,409
Impact Fees			Excluded
Permit Fees			Excluded
Profit			\$ 21,635
Overhead			\$ 21,635
TOTAL B (CONSTRUCTION FEES)			\$ 52,984

Total Cost (A + B) \$ 593,838



Marion County Southeastern Livestock Pavillion Sales Arena Renovation Clarification

5/2/2025

The following is a clarification of inclusions, exclusion, and alternates for the above referenced project if any.

Div. 01 - General Conditions

- A General requirements
 - All supervision, project manager, as-builts, dumpsters, temporary facilities, temporary utilities, continuous cleaning, final cleaning and punch out
 - b. General liability and workman's compensation insurance
 - c. Material testina
 - d. Bonds included
- B. Excluded
 - a. Builder's risk insurance
 - b. Property fence and security
 - c. Blocking off entrances to building
 - d. Impact fees, utility connection & tap fees, water meters, electrical power fees, gas to building and lift stations
 - e. All permit fees associated with the building department, water management division, Department of Transportation Off Site Requirements and any other governing municipality office requirements
 - f. Special Inspections including but not limited to; Roofing Inspections, Window Water Testing, Water Management Consultant, Building Threshold Inspections, Building Quality Assurance Inspections and Fire Penetration & Joint Inspections. Any 3rd party Inspections or testing for project to be provided by Owner

Div. 02 - Demolition

- A. Demolition
 - A. Demolish 2 existing bathrooms
 - B. Cut concrete slab for installation of new plumbing
 - C. Removal of all lighting in sales arena
 - D. Removal of all acoustical ceiling in sales arena
- B. Excluded
 - a. Temp shoring and bracing

Div. 03 - Concrete

- A. Slab on Grade
 - a. Pour back slab for new restrooms

Div. 04 - Masonry

- A. Masonry
 - A. Masonry walls per plans
- Excluded
 - b. Split faced block
 - c. Colored block

Div. 05 – Structural Steel

- A. Miscellaneous Metals
 - a. Allowance for steel angle at top of new masonry wall per plans

Div. 07 – Thermal and Moisture Protection

- A. Roofing
 - a. Flashing around new sanitary vents through the existing roof

112 NE 12th St. Ocala, FL 34470 #CGC062913



Div. 08 - Doors and Hardware

- Doors and hardware
 - Hollow metal doors and frames per plans

Div. 09 - Finishes

- Metal framing and drywall
 - Metal framing and drywall for restroom ceilings a.
- Painting
 - Painting all interior walls, ceilings, doors, and frames at new restrooms and the interior walls of the sales arena a.
- Sealed concrete
 - An allowance for sealed concrete has been included for the new restrooms a.

Div. 10 – Specialties

- A. Bathroom Accessories
 - Grab bars, channel framed mirrors, waste receptacles, baby changing station
 - HDPE toilet partitions b.
- Fire Extinguishers
 - Fire extinguishers per plans
- C. Signage
 - a. ADA restroom signage
- **Excluded**
 - Building logo signage
 - b. Room signage

Div. 21 - Fire Protection

- Excluded
 - Fire protection is not included in this proposal a.

Div. 22 - Plumbing

- Plumbing
 - Copper water lines above slab a.
 - PVC sanitary lines per plans b.
 - Electric water heaters per plans C.
 - Kholer toilets with sloan flush valves d.
 - Sloan waterless urinals
 - f. Kholer lavatories
 - Elkay water coolers g.
 - Woodford hose bibs h.
 - Zurn floor drains and floor clean outs
- **Excluded**
 - a. Domestic water booster pumps

Div. 23 - HVAC

- HVAC
 - Relocating two existing units and stands a.
 - Relocating two existing thermostats b.
 - C. Installing new exhaust fans and connecting them to existing ductwork
- **Excluded**
 - 3rd party test and balance

112 NE 12th St. Ocala, FL 34470 #CGC062913



Div. 26 - Electrical

A. Electrical

- a. Equipment and wiring per plans
- b. Lighting per plans
- c. Connecting to existing lighting controls
- d. Fire alarm
- e. 1" conduit for low voltage cabling, New CAT6A shielded ethernet cabling to originate from the MDF wall mount enclosure in Barn electrical room with 15' service loops at both ends of cabling, Ethernet cabling to be in conduit pathway and terminate at single gang box for AP mounting bracket with 15' service loops at ceiling to allow for future maintenance, Ethernet surge protection at MDF fro near-end cabling termination prior to MCIT network switch

Excluded

- a. Primary feeders to transformers
- b. Utility fees
- c. Energy management system
- d. Lightning protection

Div. 31 - Earthwork

A. Earthwork

- a. An allowance for minor sod repair has been included
- b. An allowance for removing and replacing the dirt in the sales arena floor has been included

B. Excluded

- a. Hardscaping
- b. Rock removal
- c. Undercutting and importing material for unsuitable soil
- d. Dewatering
- e. Imigation and landscaping

