



AIA Document A107

Abbreviated Form of Agreement Between Owner and Contractor

*For CONSTRUCTION PROJECTS OF LIMITED SCOPE where
the Basis of Payment is a STIPULATED SUM*

1987 EDITION

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.*

This document includes abbreviated General Conditions and should not be used with other general conditions.
It has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made as of the Twenty-second (22) day of November in the year of
Nineteen Hundred and Ninety-five.

BETWEEN the Owner:

(Name and address)

Nassau County Board of Commissioners
P.O. Box 1010
Fernandina Beach, FL 32035

and the Contractor:

(Name and address)

The Norwood Company - SE
8400 Baymeadows Way, Suite 11
Jacksonville, FL 32256

The Project is:

(Name and location)

Nassau County Courthouse
Bell/Clock Tower Replacement
416 Center Street
Fernandina Beach, FL 32035

The Architect is:

(Name and address)

PQH Architects, Inc.
8431 Baymeadows Way, Studio One
Jacksonville, FL 32035

The Owner and Contractor agree as set forth below.

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3.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

BASE BID ALTERNATE A:

Provide Electronic bell system to chime the hour in lieu of reinstalling the existing bell and striker.

BASE BID ALTERNATE B:

Provide new electronically controlled individual clock motors to replace the existing single clock motor system.

3.3 Unit prices, if any, are as follows:

NOT APPLICABLE

ARTICLE 4

PROGRESS PAYMENTS

4.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows: Monthly; within 15 days after date approval of the Application for Payment by the Architect.

4.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

1- $\frac{1}{2}$ % per month.

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

ARTICLE 5
FINAL PAYMENT

5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when the Work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

ARTICLE 6
ENUMERATION OF CONTRACT DOCUMENTS

6.1 The Contract Documents are listed in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

6.1.1 The Agreement is this executed Abbreviated Form of Agreement Between Owner and Contractor, AIA Document A107, 1987 Edition.

6.1.2 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated September 14, 1995, and are as follows:

Document	Title	Pages
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No Supplementary or other Conditions to the Contract apply.

6.1.3. The Specifications are those contained in the Project Manual dated as in Subparagraph 6.1.2, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
	Invitation to Bid	1
	Bid Proposal	7
01010	Summary of Work	2
11040	Prefabricated Bell/Clock Tower	6

6.1.4 The Drawings are as follows, and are dated
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

unless a different date is shown below:

Number	Title	Date
5-1	Site Plan	9-14-95

6.1.5 The Addenda, if any, are as follows:

Number	Date	Pages
1	9-22-95	8
2	9-27-95	1

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 6.

6.1.6 Other documents, if any, forming part of the Contract Documents are as follows: None.
(List any additional documents which are intended to form part of the Contract Documents.)

GENERAL CONDITIONS

ARTICLE 7 CONTRACT DOCUMENTS

7.1 The Contract Documents consist of this Agreement with Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to the execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

7.2 The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Contractor, (2) between the Owner and a Subcontractor or Sub-subcontractor or (3) between any persons or entities other than the Owner and Contractor.

7.3 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site and become familiar with the local conditions under which the Work is to be performed.

7.4 The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 8 OWNER

8.1 The Owner shall furnish surveys and a legal description of the site.

8.2 Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

8.3 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

ARTICLE 9 CONTRACTOR

9.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

9.2 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

9.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

9.4 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

9.5 Unless otherwise provided in the Contract Documents, the Contractor shall pay sales, consumer, use, and other similar taxes which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect, and shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

9.6 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify the Architect and Owner if the Drawings and Specifications are observed by the Contractor to be at variance therewith.

9.7 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

9.8 The Contractor shall review, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness. The Work shall be in accordance with approved submittals. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such certifications.

9.9 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

9.10 The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

9.11 The Contractor shall pay all royalties and license fees; shall defend suits or claims for infringement of patent rights and shall hold the Owner harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents unless the Contractor has reason to believe that there is an infringement of patent.

9.12 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 9.12.

9.12.1 In claims against any person or entity indemnified under this Paragraph 9.12 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 9.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

9.12.2 The obligations of the Contractor under this Paragraph 9.12 shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, Construction Change Directives, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, the Architect's consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

ARTICLE 10

ADMINISTRATION OF THE CONTRACT

10.1 The Architect will provide administration of the Contract and will be the Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the correction period described in Paragraph 18.1

10.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect will keep the Owner informed of progress of the Work and will endeavor to guard the Owner against defects and deficiencies in the Work.

10.3 The Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Paragraphs 9.1 and 16.1. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

10.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

10.5 The Architect will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes or other matters in question between the Owner and Contractor, but will not be liable for results of any interpretations or decisions rendered in good faith. The Architect's decisions in matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents. All other decisions of the Architect, except those which have been waived by making or acceptance of final payment, shall be subject to arbitration upon the written demand of either party.

10.6 The Architect will have authority to reject Work which does not conform to the Contract Documents.

10.7 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

10.8 All claims or disputes between the Contractor and the Owner arising out or relating to the Contract, or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise and subject to an initial presentation of the claim or dispute to the Architect as required under Paragraph 10.5. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by

the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Contract Documents shall include, by consolidation, joinder or in any other manner, any person or entity not a party to the Agreement under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, (3) the interest or responsibility of such person or entity in the matter is not insubstantial, and (4) such person or entity is not the Architect or any of the Architect's employees or consultants. The agreement herein among the parties to the Agreement and any other written agreement to arbitrate referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

ARTICLE 11

SUBCONTRACTS

11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

11.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of the Subcontractors for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection. Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow to the Subcontractor the benefit of all rights, remedies and redress afforded to the Contractor by these Contract Documents.

ARTICLE 12

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

12.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided elsewhere in the Contract Documents.

12.2 The Contractor shall afford the Owner and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

12.3 Costs caused by delays, improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 13

CHANGES IN THE WORK

13.1 The Owner, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or modifications, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor and Architect, or by written Construction Change Directive signed by the Owner and Architect.

13.2 The Contract Sum and Contract Time shall be changed only by Change Order.

13.3 The cost or credit to the Owner from a change in the Work shall be determined by mutual agreement.

ARTICLE 14

TIME

14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

14.2 The date of Substantial Completion is the date certified by the Architect in accordance with Paragraph 15.3.

14.3 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

ARTICLE 15

PAYMENTS AND COMPLETION

15.1 Payments shall be made as provided in Articles 4 and 5 of this Agreement.

15.2 Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed by third parties, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum, (5) damage to the Owner or another contractor, (6) reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay, or (7) persistent failure to carry out the Work in accordance with the Contract Documents.

15.3 When the Architect agrees that the Work is substantially complete, the Architect will issue a Certificate of Substantial Completion.

15.4 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such

lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

15.5 The making of final payment shall constitute a waiver of claims by the Owner except those arising from:

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 16

PROTECTION OF PERSONS AND PROPERTY

16.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein; and
- .3 other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Subparagraphs 16.1.2 and 16.1.3, except for damage or loss attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 9.12.

16.2 The Contractor shall not be required to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

ARTICLE 17

INSURANCE

17.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located insurance for protection from claims under workers' or workmen's compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and from claims for damages, other than to the Work

itself, to property which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations under Paragraph 9.12. Certificates of such insurance shall be filed with the Owner prior to the commencement of the Work.

17.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self-protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents.

17.3 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall be on an all-risk policy form and shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief.

17.4 A loss insured under Owner's property insurance shall be adjusted with the Owner and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgagee clause.

17.5 The Owner shall file a copy of each policy with the Contractor before an exposure to loss may occur. Each policy shall contain a provision that the policy will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor.

17.6 The Owner and Contractor waive all rights against each other and the Architect, Architect's consultants, separate contractors described in Article 12, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Article 17 or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the Owner as fiduciary. The Contractor shall require similar waivers in favor of the Owner and the Contractor by Subcontractors and Sub-subcontractors. The Owner shall require similar waivers in favor of the Owner and Contractor by the Architect, Architect's consultants, separate contractors described in Article 12, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them.

ARTICLE 18

CORRECTION OF WORK

18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within a period of one year from the date of Substantial Com-

pletion of the Contract or by terms of an applicable special warranty required by the Contract Documents. The provisions of this Article 18 apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

18.2 Nothing contained in this Article 18 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one year as described in Paragraph 18.1 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

ARTICLE 19

MISCELLANEOUS PROVISIONS

19.1 The Contract shall be governed by the law of the place where the Project is located.

19.2 As between the Owner and the Contractor, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued:

- .1** not later than the date of Substantial Completion for acts or failures to act occurring prior to the relevant date of Substantial Completion;
- .2** not later than the date of issuance of the final Certificate for Payment for acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment; and
- .3** not later than the date of the relevant act or failure to act by the Contractor for acts or failures to act occurring after the date of the final Certificate for Payment.

ARTICLE 20

TERMINATION OF THE CONTRACT

20.1 If the Architect fails to recommend payment for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment thereon for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages applicable to the Project.

20.2 If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven days' written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the cost thereof, including compensation for the Architect's services and expenses made necessary thereby, from the payment then or thereafter due the Contractor. Alternatively, at the Owner's option, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method the Owner may deem expedient. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, such excess shall be paid to the Contractor, but if such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

ARTICLE 21
OTHER CONDITIONS OR PROVISIONS

Contact Person: Walter Gossett

Approved as to form by Nassau County attorney

Michael S. Mullin, Esquire 11-13-95 X

T.J. "Jerry" Greeson, Ex-officio Clerk

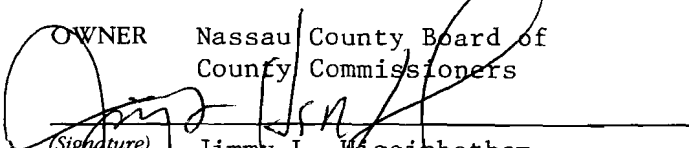

(Signature)

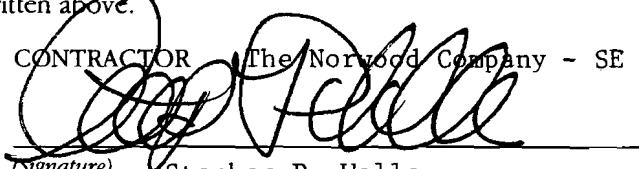
11-13-95
Date

This Agreement entered into as of the day and year first written above.

OWNER Nassau County Board of
County Commissioners

CONTRACTOR The Norwood Company - SE


(Signature) Jimmy L. Higginbotham
Chairman Nassau County Board of County
Commissioners


(Signature) Stephen P. Wells
Senior Project Manager

(Printed name and title)

(Printed name and title)



CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

THE NORWOOD COMPANY-SE
 8400 Baymeadows Way, Suite 11
 JACKSONVILLE, FLORIDA 32256

RECEIVED
 12/19/95

LETTER OF TRANSMITTAL

(904) 737-1976
Fax (904) 737-8905

DATE	12/6/95	JOB NO.	7007
ATTENTION	Mr. Walter Gossett		
RE:	Bell/Clock Tower Replacement		

TO Nassau County Board of Commissioners
P. O. Box 1010
Fernandina Beach, Florida 32035

WE ARE SENDING YOU Attached Under separate cover via _____ the following items:

- Shop drawings Prints Plans Samples Specifications
 Copy of letter Change order Contract

COPIES	DATE	NO.	DESCRIPTION
2	11/22/95		Agreement Between Owner & Contractor


THESE ARE TRANSMITTED as checked below:

- For approval Approved as submitted Resubmit _____ copies for approval
 For your use Approved as noted Submit _____ copies for distribution
 As requested Returned for corrections Return _____ corrected prints
 For review and comment _____
 FOR BIDS DUE _____ 19 _____ PRINTS RETURNED AFTER LOAN TO US

REMARKS _____

 Please have both copies executed - keep one copy for your files and return one copy for our files. Please call if you have any questions.

COPY TO Owner Corresp./Contract File

SIGNED: 
 Senior Project Manager



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32035-1010

Jim B. Higginbotham	Dist. No. 1 Fernandina Beach
John A. Crawford	Dist. No. 2 Fernandina Beach
Tom Branan	Dist. No. 3 Yulee
Chris Kirkland	Dist. No. 4 Hilliard
Jimmy L. Higginbotham	Dist. No. 5 Callahan

T. J. "Jerry" GREESON
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

December 14, 1995

Mr. Steve Wells
Senior Project Manager
The Norwood Company-SE
8400 Baymeadows Way, Suite 11
Jacksonville, FL 32256

Dear Mr. Wells:

Enclosed please find for your files an original contract between the Nassau County Board of County Commissioners and your company for the Nassau County Courthouse bell/clock tower removal and replication.

If this office can be of any further assistance, do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to be "T. J. Greeson", written over a horizontal line.

T. J. "Jerry" Greeson
Ex-Officio Clerk

TJG:jb

Enclosure

(904) 225-9021 Board Room; 321-5703, 879-1029, 355-6275

An Affirmative Action / Equal Opportunity Employer

The County Coordinator presented to the Board the change order for Norwood Construction for additional bell tower and cornice work at the Nassau County Courthouse. The County Coordinator stated the amount of this is \$47,103 and explained that this amount is calculated as follows: \$28,435 for additional tower work; \$21,895 for additional cornice work and \$3,227 deduct for water damage in Judge Williams' chambers. After consideration of same, Commissioner Deonas made motion approving the change order number 2 in the amount of \$47,103 for additional bell tower and cornice work at the Courthouse and authorized the Chairman to execute same on the Board's behalf, with the funding source for same being identified as Courthouse Restoration Fund. Motion seconded by Commissioner Kirkland and voted unanimously.

Mr. Gossett stated that he had received correspondence from the State regarding the exterior renovation of the Courthouse and that there have been some minor problems regarding the casting and the replication of the bell tower. Mr. Gossett presented two change orders as listed:

No. 1 Add new finial and scrolls \$ 5,940.00

No. 2 Masonry & Structural work at Tower \$89,988.00

(Bracing)

Mr. Gossett stated that the County's share of the renovation budget was \$ 248,838 and the state grant was \$250,000 for a total of \$498,838. This would be sufficient for this portion of the renovation.

Mr. Gossett stated that the third statement is for the replacement of all the cornice work around the Courthouse and is the actual start of the outside renovation of the Courthouse. This is not a change order, but is the next stage of the renovation. He felt

that there are advantages to utilizing the company that is reconstructing the bell tower to replicate the cornice work that is removed from the Courthouse will be made available to the Historic Society. It was moved by Commissioner Higginbotham, District 5, seconded by Commissioner Crawford, and unanimously carried to approve Change Order Nos. 1 and 2 for the renovation of the bell tower in the amount of \$5,940 and \$89,988 respectively with funds to be expended from the Historic Grant Funds for the Courthouse and to approve The Norwood Company's providing and replacing the cornice work on the Courthouse at a cost of \$97,973 with funds to be expended from the Courthouse Maintenance Fund within the Capital Projects Fund.

**TRANSMITTAL
LETTER**

RECEIVED
4/22/96 (BL)
PUH
ARCHITECTS

8431 Baymeadows Way, Studio 1
Jacksonville, Florida 32256
904-737-4504

COPY

PROJECT: Nassau County Courthouse
Bell/Clock Tower

CONTRACTOR:
Norwood Contractors
8400 Baymeadows Way
Suite 11
Jacksonville, FL 32256
Attn: Steve Wells

ARCHITECT'S
PROJECT NO.: _____
SUBMITTAL NO. 3
DATE SUBMITTED: 4-16-96
TO CONSULTANT: ROB
FROM CONSULTANT: _____
DATE RETURNED: 4-17-96

For Architects use

*change orders
1, 2, & 3*

WE TRANSMIT:
 herewith () under separate cover via _____
() in accordance with your request _____

FOR YOUR:
() acceptance (X) distribution to parties () information
(X) use () review & comment () record

COPIES		Section Number	Rev. No.	Description	Action Code
Rec.	Ret.				
6	3			modillion casting, scroll casting & left hand sheaf casting photos	PAC

ACTION CODE: PAS: Provide as Submitted PAC: Provide as Corrected REC'D: Received
R&R: Revise & Resubmit NAN: No Action Necessary REJ.: Rejected

REMARKS: PHONE CONVERSATION W/ STATE PRESER-
VATION OFFICE CONCURRED W/ NOTES. ORIGINAL
PHOTO'S NOT RECEIVED AS YET HE WILL CALL
AND ADVISE IF HE HAS ANY ADDITIONAL
COMMENTS. 4/18/96

COPIES TO: _____ (with enclosure)
Original photos to: Phillip Wisley
File _____
Wm. Gossett, Nassau County

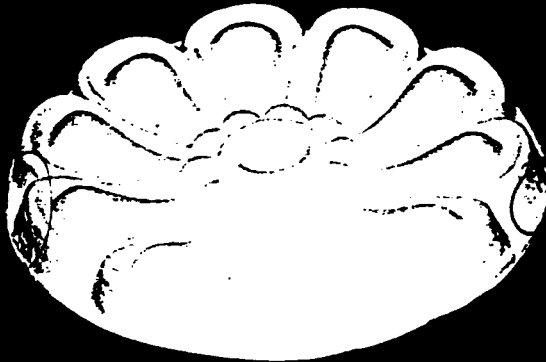
BY: Robert D. Hoenshel, AIA, V.P.

DATE 4/22/96



SAND SMOOTH OR FILL
DEPRESSIONS TO MATCH
ORIGINAL CRAFTSMANSHIP
PRIOR TO FABRICATING

(TYPICAL; NOT JUST
AREAS CIRCLED)





Norwood

Construction Managers - General Contractors - Turn-key Builders

NASSAU COUNTY COURTHOUSE (REVISED)
BELL/CLOCK TOWER REPLACEMENT

DATE: 04 APR 96

PCO #: 5A

RE: ADD NEW FINIAL & SCROLLS

QUAN UNT UNT \$ TOTAL

CAMPBELLSVILLE: ADD STAINLESS STEEL FINIAL.....	1	LS	1,800	1,600
CAMPBELLSVILLE: ADD 5 SCROLLS	1	LS	2,725	2,725
REMOVE EXIST. SCROLL, SHIP, & REATTACH.....	1	LS	500	500
LAYOUT.....	0	HR	26.25	0
EQUIPMENT RENTAL.....	0	LS		0
CLEANUP.....	0	HR	10.00	0
EXTENDED COMPLETION/GEN. CONDITIONS.....	0	DAY		0

SUB TOTAL: 4,825

INSURANCE: 84

SUB TOTAL: 4,909

OVERHEAD: 491

SUB TOTAL: 5,400

PROFIT: 540

TOTAL: 5,940

Chg #1



Norwood

Construction Managers · General Contractors · Turn-key Builders

NASSAU COUNTY COURTHOUSE
BELL/CLOCK TOWER REPLACEMENT

DATE: 22 MAR 96 PCO #: 7

RE: MASONRY & STRUCTURAL WORK AT TOWER	QUAN	UNT	UNT \$	TOTAL
ROOFING: (REMOVE & INSTALL NEW COPPER PANELS).	1	LS	6539	6,539
REPAIR ROTTED WOOD (LABOR).....	32	MH	18	576
REPAIR ROTTED WOOD (MATERIAL).....	1	LS	385	385
REPAIR MASONRY (MATERIAL).....	2000	EA	1.50	3,000
REPAIR MASONRY (LABOR).....	2000	EA	3.50	7,000
POINT UP MASONRY * SEE NOTES BELOW.....	4	DY	400	1,600
EPOXY GROUT	1	LS	7500	7,500
STRUCT STEEL (MATERIAL).....	1	LS	19959	19,959
INSTALL STEEL (LABOR).....	1	LS	11368	11,368
PLASTER REPAIR * SEE NOTES BELOW.....	1	LS	1000	1,000
EQUIPMENT RENTAL (SCAFFOLD).....	1	LS	9980	9,980
TOOLS.....	1	LS	200	200
DUMPSTER.....	1	EA	300	300
CLEANUP.....	40	HR	10	400
SUPERVISION.....	160	HR	25	4,000
EXTENDED COMPLETION/GEN. CONDITIONS.....	28	DAY	153	4,284
DEDUCT STEEL ALLOWANCE PER CONTRACT.....	1	LS	-5000	(5,000)

NOTE: SCAFFOLDING RENTAL COST THRU APRIL ONLY
NOTE: MASONRY POINTING WORK IS INCLUDED FROM
EXISTING ROOF LEVEL TO TOP OF TOWER.

SUB TOTAL: 73,091
INSURANCE: 1,279

PLASTER REPAIR: SINCE THE QUANTITY OF REPAIR
CANNOT BE DETERMINED, WE HAVE INCLUDED \$1000 FOR
REPAIRS. SHOULD REPAIRS EXCEED \$1000, WE WILL CONTACT
THE ARCHITECT FOR DIRECTION.

SUB TOTAL: 74,370
OVERHEAD: 7,437

ALL WORK TO BE DONE DURING NORMAL WORKING HOURS
THIS COST DOES NOT REFLECT DELAYS DUE TO COURT
SCHEDULING

SUB TOTAL: 81,807
PROFIT: 8,181
TOTAL: 89,988

Check # 2

The Norwood Company · 8400 Baymeadows Way, Suite 11, Jacksonville, FL 32256-8248 · 904-737-1976 · Fax: 904-737-8905

Florida · Delaware · Maryland · New Jersey · Pennsylvania

CG 002381

248,898
A980



Norwood

Construction Managers · General Contractors · Turn-key Builders

NASSAU COUNTY COURTHOUSE
BELL/CLOCK TOWER REPLACEMENT

DATE: 22 MAR 96 PCO #: 6

RE: REPLACE CORNICE	QUAN	UNT	UNT \$	TOTAL
REMOVE EXISTING CORNICE AND GABLES.....	80	MH	38	3,040
PROVIDE ALUM.CORNICE AND GABLES (FOB JOB).....	1	LS	48938	48,938
INSTALL NEW CORNICE.....	1	LS	11120	11,120
PROVIDE SCAFFOLD TO DO CORNICE WORK.....	1	LS	7195	7,195
CLEANUP.....	40	HR	10	400
DUMPSTER.....	2	EA	300	600
SUPERVISION.....	160	HR	25	4,000
EXTENDED COMPLETION/GEN. CONDITIONS.....	28	DAY	153	4,284

NOTE: REMOVAL AND REPLACEMENT OF DETERIORATED WOOD, MASONRY, OR COPPER ROOF SYSTEM IS NOT INCLUDED IN PRICING PROVIDED ABOVE. IF DETERIORATED MATERIALS ARE ENCOUNTERED, WE WILL CONTACT THE ARCHITECT FOR DIRECTION. ALL WORK TO BE DONE DURING NORMAL WORKING HOURS THIS COST DOES NOT REFLECT DELAYS DUE TO COURT SCHEDULING CORNICE COLOR & FINISH SHALL BE MANUFACTURER'S STANDARD

SUB TOTAL:	79,577
INSURANCE:	1,393
SUB TOTAL:	80,970
OVERHEAD:	8,097
SUB TOTAL:	89,067
PROFIT:	8,907
TOTAL:	97,973

CHANGE ORDER

AIA DOCUMENT G701

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER



Perez • Quiñones • Hoenshel
 8431 Baymeadows Way, Studio 1
 Jacksonville, Florida 32256
 904 • 737 • 4504

PROJECT: Nassau County Courthouse
 (name, address) Bell/Clock Tower Replacement
 416 Centre Street
 TO (Contractor): Fernandina Beach, FL 32034

CHANGE ORDER NUMBER: TWO (2)

INITIATION DATE: April 5, 1997

The Norwood Company-SE
 8400 Baymeadows Way, Suite 11
 Jacksonville, FL 32256

ARCHITECT'S PROJECT NO: 95081

CONTRACT FOR: November 22, 1995

CONTRACT DATE: Bell/Clock Tower Replacement

You are directed to make the following changes in this Contract:

PCO 8R - Additional Tower Work.....	\$ 28,435.00
PCO 10R.1 - Additional Cornice Work.....	21,895.00
Deduct for water damage.....	-3,227.00
	<u>\$ 47,103.00</u>

Contact Person: Walter Gossett

Approved as to form by Nassau County attorney:

Michael S. Mullin, Esquire

Attest:

J.M. "Chip" Oxley, Jr., Clerk of Court

Signature

4-21-97
 Date

Not valid until signed by both the Owner and Architect.
 Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original (Contract Sum) (Guaranteed Maximum Cost) was	\$ 303,698.00
Net change by previously authorized Change Orders	\$ 211,505.00
The (Contract Sum) (Guaranteed Maximum Cost) prior to this Change Order was	\$ 515,203.00
The (Contract Sum) (Guaranteed Maximum Cost) will be (increased) decreased (unchanged) by this Change Order	\$ 47,103.00
The new (Contract Sum) (Guaranteed Maximum Cost) including this Change Order will be ...	\$ 562,306.00
The Contract Time will be (increased) (decreased) (unchanged) by	(252) Days.
The Date of Substantial Completion as of the date of this Change Order therefore is February 19, 1997	

Perez-Quinones-Hoenshel
 Architects
 ARCHITECT
 8431 Baymeadows Way, Studio 1
 Address
 Jacksonville, FL 32256

The Norwood Company - SE
 CONTRACTOR
 8400 Baymeadows Way #11
 Address
 Jacksonville, FL 32256

Authorized:
 Nassau County Board of
 County Commissioners
 OWNER
 P.O. Box 1010
 Address
 Fernandina Beach, FL 32035

BY
 Robert D. Hoenshel
 DATE

BY
 Stephen P. Wells
 DATE 4-7-97

BY
 John A. Crawford, Chairman
 DATE 4-21-97



Construction Managers • General Contractors • Turn-key Builders

NASSAU COUNTY COURTHOUSE
BELL/CLOCK TOWER REPLACEMENT

DATE: 1 APRIL 1997 PCO #: 8 R

RE: MISC CHANGES	QUAN	UNT	UNT \$	TOTAL
1) REMOVE CEILING @ BALCONY.....	1	LS	560	560
2) REPLACE ORIGINAL CEILING @ BALCONY.....	1	LS	482	482
3) REMOVE WOOD DECK.....	1	EA	350	350
4) REPLACE WOOD DECK W/ PLYWOOD.....	1	EA	433	433
5) OVERTIME COPPER ROOF PANEL REPLACEMENT.....	1	LS	464	464
6) REPLACE TERMITE DAMAGED WOOD.....	1	LS	350	350
7) REMOVE & ERECT SCAFFOLDING (SHRIMP FESTIVAL).....	1	LS	6,936	6,936
8) ADDITIONAL BRICK DEMOLITION.....	1	LS	200	200
9) ADDITIONAL BRICK MATERIAL.....	1050	EA	2	1,575
10) ADDITIONAL BRICK LABOR.....	1050	EA	4	3,675
11) ADDITIONAL BRICK MATERIAL @ BEAM POCKETS.....	100	EA	2	150
12) ADDITIONAL BRICK LABOR @ BEAM POCKETS.....	100	EA	4	350
13) ADDITIONAL EPOXY, BOLTS, LABOR @ BEAM POCKETS....	1	LS	1,341	1,341
14) WHITLEY STEEL OVERTIME.....	1	LS	1,062	1,062
15) WHITLEY STEEL LOST TIME 6-12-96 & 6-13-96.....	1	LS	2,530	2,530
16) FIRE PROTECTION.....	1	LS	713	713
17) EQUIPMENT RENTAL	1	LS	905	905
DUMPSTER.....	1	EA	300	300
CLEANUP.....	42	HR	10	420
1/2 TIME SUPERVISION.....	24	HR	12.50	300
EXTENDED COMPLETION/GEN. CONDITIONS.....	56	DAY	0	0
			SUB TOTAL:	23,096
			INSURANCE:	404
			SUB TOTAL:	23,500
			OVERHEAD:	2,350
			SUB TOTAL:	25,850
			PROFIT:	2,585
			TOTAL:	28,435

The Norwood Company • 8400 Baymeadows Way, Suite 11, Jacksonville, FL 32256-8248 • 904-737-1976 • Fax: 904-737-8905

Florida • Delaware • Maryland • New Jersey • Pennsylvania



Construction Managers • General Contractors • Turn-key Builders

NASSAU COUNTY COURTHOUSE
BELL/CLOCK TOWER REPLACEMENT

DATE: 1 APRIL 1997 PCO #: 10 R.1

RE: GUTTER / WOOD REPAIR QUAN UNT UNT \$ TOTAL

1)	GUTTER JOINT REPAIR	1	LS	4,300	4,300
2)	REMOVE & REPLACE COPPER ROOF @ GABLES FOR WATER DAMAGED WOOD REPAIR.....	1	LS	2,634	2,634
3)	REMOVE & REPLACE WOOD @ ITEM # 2.....	1	LS	550	550
4)	REMOVE & REPLACE ROTTED WOOD FOR CORNICE SUPPORT.....	1	LS	1,125	1,125
5)	INSTALL 1/2" PLYWOOD @ GABLES PER CAMPBELLSVILLE SHOP DRAWINGS.....	1	LS	1,505	1,505
6)	REMOVE & REPLACE 1X6 GUTTER SUPPORT @ VARIOUS LOCATIONS.....	1	LS	670	670
7)	TUCK POINT (8) CHIMNEY CHASES.....	1	LS	1,655	1,655
8)	DOWNSPOUT CLEANING	1	LS	336	336
9)	ADDITIONAL SCAFFOLDING.....	1	LS	874	874
10)	EQUIPMENT RENTAL (LULL 1 DAY).....	1	LS	275	275
11)	SUPERVISION.....	1	LS	800	800
12)	EXTENDED COMPLETION/GEN. CONDITIONS.....	20	DAY	153	3,060

NOTE:	1) ITEM #7 CONSIST OF REMOVING SOFT MORTAR BACK 3/4" & TUCKED BACK WITH EUCLID VERTICAO.	SUB TOTAL:	17,784
	2) ITEM #8 CONSIST OF ADDITIONAL BLDG. TUCK POINTING	INSURANCE:	311
		SUB TOTAL:	18,095
		OVERHEAD:	1,810
		SUB TOTAL:	19,905
		PROFIT:	1,990
		TOTAL:	21,895



Construction Managers • General Contractors • Turn-key Builders

NASSAU COUNTY COURTHOUSE
BELL/CLOCK TOWER REPLACEMENT

DATE: 27 MAR 1997 PCO #: 11

RE: DOWNSPOUT CLEAN OUT

QUAN UNT UNT \$ TOTAL

1) DOWNSPOUT AUGERING	1	LS	236	236
2) SUPERVISION.....	4	HRS	25	100

SUB TOTAL:	336	#8
INSURANCE:	6	PCO 10R.
SUB TOTAL:	342	
OVERHEAD:	34	
SUB TOTAL:	376	
PROFIT:	38	
TOTAL:	414	

Jacksonville

North Florida Plumbing, Heating & Air Conditioning

P. O. BOX 4555 • JACKSONVILLE, FLORIDA 32201

PHONE (904) 384-XXXX

License Number
CFC-019189

INVOICE	DATE	JOB
6595	3/20/97	686047

* * INVOICE * *	REFERENCE NO.	CUSTOMER NO.	P.O. NUMBER
SERVICE TICKET #0970457	0970457	09170	X 33

BILL TO:
 NORWOOD INDUSTRIAL CONST.
 8400 BAYMEADOWS WAY
 SUITE 11
 JACKSONVILLE, FL 32256

CUSTOMER:
 NORWOOD INDUSTRIAL CONST.
 8400 BAYMEADOWS WAY
 SUITE 11
 JACKSONVILLE, FL 32256

SERVICE ADDRESS: NASSAU COUNTY COURTHOUSE

QUANTITY	DESCRIPTION	AMOUNT
	FOR LABOR CHARGES TO RODD OUT ROOF DRAINS AT THE EAST END OF COURTHOUSE AND ON THE NORTHSIDE.	
	SERVICE TICKET #0970457	3/17/97
	Labor Charge...	236.00
	Paid.....	.00
	Balance Due....	236.00

RECEIVED

MAR 24 1997

Norwood Construction

JOB: 7007
 I.D.: _____
 REF: N-P
 CODE: 15/ds (4)
 \$ 236.00
 ENT'D BB

no 34 3/24 sent 3/25



Construction Managers • General Contractors • Turn-key Builders

March 27, 1997

Perez-Quinones-Hoenshel Architects
8431 Baymeadows Way, Studio 1
Jacksonville, FL 32256

ATTN: ROB HOENSHEL

RE: NASSAU COUNTY COURTHOUSE BELL/CLOCK TOWER

Dear Rob:

On March 17, 97 as directed to clean out alleged construction debris from the downspouts. We contracted with North Florida Plumbing to augur out clogged up down spouts as a resulting leak was causing water intrusion into the building. The results of our cleaning operation clearly indicated that the blockages were not as a result of construction debris. In addition to two mop heads, several pigeon carcasses, nests, pigeon eggs, and other non construction debris was removed. This roof drain is now clear of all debris and draining properly. The drain on the north side was also augured, producing similar results. In light of the material removed, and the plumber concerned of not being able to remove his auger, this roof drain is still not draining properly and should fall under the responsibility of the county maintenance department. Because of the type of debris removed from the downspouts the cost of this exercise is being passed along to the county for payment. Please find the invoice attached.

Please call with any questions.

Sincerely,

THE NORWOOD COMPANY

David P. Breton
Project Manager

CC: Steve Wells



Construction Managers • General Contractors • Turn-key Builders

25 February 1997

P.Q.H. Architects
8431 Baymeadows Way, Studio 1
Jacksonville, FL 32256

ATTN: ROB HOENSHEL

**RE: NASSAU COUNTY COURTHOUSE
CORNICE REPLACEMENT**

Dear Rob,

In an effort to expeditiously resolve the issues of Whitley Steel's overtime work and expenses due to water damage please consider this proposal. We believe that all quotes on this project have been reasonable, and justifiable. However, in searching for a resolution which is fair to all parties, we will pay all water damage expenses totaling \$3227.00. Nassau County will fully reimburse Norwood for Whitley Steel's overtime work. By doing this we anticipate these issues to be resolved. If this is not the case, please notify this office immediately. We apologize for any inconveniences this may have caused.

If this is agreeable to the county we will be submitting our final pay request. The adjustment for \$3227.00 can be made as a deductive line item on the change order to be finalized by the county on March 10. In the spirit of cooperation we will require a check in the amount of the final pay request March 11, 1997.

Please call with any questions.

Sincerely,

David P. Breton
Project Manager

CC: Stephen P. Wells

RECEIVED FEB 27 1997

State of Florida
County of Duval

WHEREAS, UNDER THE DATE OF THE 22nd day of November A.D., 1995 Nassau County Board of County Commissioners as owner, did enter into agreement with THE NORWOOD COMPANY - SE as contractor, to make certain improvements for said owner upon the following described land situate, lying and being in the County of Nassau:

NASSAU COUNTY COURTHOUSE
BELL/CLOCK TOWER REPLACEMENT
416 CENTRE STREET
FERNANDINA BEACH, FLORIDA 32035

AND WHEREAS, the undersigned did furnish labor or materials, or both, per agreement with the contractor or others, that may be directly or indirectly under the agreement between owner and contractor;

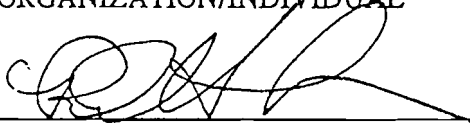
AND WHEREAS, the undersigned has fully and completely performed said work per the terms of their agreement or otherwise furnished labor or materials, or both, to said described land;

NOW, this statement under oath is given in compliance with the provisions of the prevailing and governing Mechanics' Lien Law and to enable said contractor to receive its final payment from the owner. The undersigned further certifies that all lienors contracting directly with, or directly employed by, the undersigned, on or in connection with said improvements, or under or in connection with said contract between the contractor and owner, have been paid in full for any and all work and labor done and performed, or any and all materials furnished, or both. The undersigned further waives and releases any and all liens and claims or rights to liens on said described land, whether fully described and identified herein or not, it being the expressed intention of the undersigned, with the knowledge of the provisions of his (its) right that the execution hereof constitutes a full and complete discharge, release and waiver of his (its) Mechanics' and all materials furnished, or both, on said described land. The undersigned further certifies that the subcontract is paid in full and any claim in connection to said subcontract is paid in full.

AMERICAN WATERPROOFING OF NORTH FLORIDA, INC.
COMPANY/ORGANIZATION/INDIVIDUAL

WITNESS:

By:



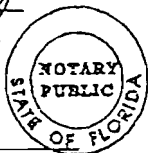
Title:

PRESIDENT

Sworn to and subscribed before me on this:

13th day of August A.D., 1996

Betty H. Burgett
NOTARY PUBLIC



BETTY H. BURGETT
My Comm Exp. 8/09/98
Bonded By Service Ins
No. CC398900

My commission expires _____

Personally Known Other

RECEIVED

AUG 12 1996

Norwood Construction

WAIVER AND RELEASE OF LIEN
UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum \$ 87,227.84,
hereby waives and releases its lien and right to claim a labor, services or materials furnished through
June 1, 1996 to September 27, 1996 on the job of THE NORWOOD COMPANY,
to the following described property:

NASSAU COUNTY COURTHOUSE
BELL/CLOCK TOWER REPLACEMENT
416 CENTRE STREET
FERNANDINA BEACH, FLORIDA 32034

This waiver and release does not cover any retention or labor, services, or materials furnished after the date
specified.

Dated on October 18, 1996

Lienor's Name: CAMPBELLSVILLE INDUSTRIES, INC.
COMPANY/ORGANIZATION

By: *Kenneth L. Bennett*

Printed Name: Kenneth L. Bennett

Title: Treasurer

WITNESS:

Sworn to and subscribed before me on this:

18th day of October A.D., 1996

Shirley Cheatham
NOTARY PUBLIC

My commission expires: 11-2-97

RECEIVED

OCT 23 1996

Norwood Construction

WAIVER AND RELEASE OF LIEN
UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum \$ 681.56,
hereby waives and releases its lien and right to claim a labor, services or materials furnished through
October 31, 1996 to FERBER ROOFING, INC. on the job of THE NORWOOD COMPANY, on
the following described property:

NASSAU COUNTY COURTHOUSE
BELL/CLOCK TOWER REPLACEMENT
416 CENTRE STREET
FERNANDINA BEACH, FLORIDA 32034

This waiver and release does not cover any retention or labor, services, or materials furnished after the date
specified.

Dated on 12/26/96, 1996

Lienor's Name: FERBER ROOFING, INC.
COMPANY/ORGANIZATION

By: William Greene

Printed Name: WILLIAM GREENE

Title: GENERAL MANAGER

WITNESS:

Sworn to and subscribed before me on this:

26 day of DECEMBER A.D., 1996

Carol J. Brathune
NOTARY PUBLIC

My commission expires: _____



"OFFICIAL SEAL"
Carol F. Brathune
My Commission Expires 7/29/2000
Commission #CC 552881

RECEIVED
DEC 27 1996

Norwood Construction

FINAL AFFIDAVIT

Job #7007
08/04/96

State of Florida
County of Duval

WHEREAS, UNDER THE DATE OF THE 22nd day of November A.D., 1995 Nassau County Board of County Commissioners as owner, did enter into agreement with THE NORWOOD COMPANY - SE as contractor, to make certain improvements for said owner upon the following described land situate, lying and being in the County of Nassau :

NASSAU COUNTY COURTHOUSE
BELL/CLOCK TOWER REPLACEMENT
416 CENTRE STREET
FERNANDINA BEACH, FLORIDA 32035

AND WHEREAS, the undersigned did furnish labor or materials, or both, per agreement with the contractor or others, that may be directly or indirectly under the agreement between owner and contractor;

AND WHEREAS, the undersigned has fully and completely performed said work per the terms of their agreement or otherwise furnished labor or materials, or both, to said described land;

NOW, this statement under oath is given in compliance with the provisions of the prevailing and governing Mechanics' Lien Law and to enable said contractor to receive its final payment from the owner. The undersigned further certifies that all lienors contracting directly with, or directly employed by, the undersigned, on or in connection with said improvements, or under or in connection with said contract between the contractor and owner, have been paid in full for any and all work and labor done and performed, or any and all materials furnished, or both. The undersigned further waives and releases any and all liens and claims or rights to liens on said described land, whether fully described and identified herein or not, it being the expressed intention of the undersigned, with the knowledge of the provisions of his (its) right that the execution hereof constitutes a full and complete discharge, release and waiver of his (its) Mechanics' and all materials furnished, or both, on said described land. The undersigned further certifies that the subcontract is paid in full and any claim in connection to said subcontract is paid in full.

CUMMINGS MASONRY COMPANY
COMPANY/ORGANIZATION/INDIVIDUAL

WITNESS:

By: Maile R...

Title: owner

Sworn to and subscribed before me on this:

2nd day of Aug A.D., 1996

Barbara J. Rainey
NOTARY PUBLIC

My commission expires 1-1-00



BARBARA J. RAINEY
My Comm Exp. 1/01/00
Bonded By Service Ins
No. CC521669



FINAL AFFIDAVIT

State of Florida
County of Duval

HERAS, UNDER THE DATE OF THE 22nd day of November A.D., 1995 Nassau County Board of County Commissioners as owner, did enter into agreement with THE NORWOOD COMPANY - SE as contractor, to make certain improvements for said owner upon the following described property:

NASSAU COUNTY COURTHOUSE
BELL/CLOCK TOWER REPLACEMENT
416 CENTRE STREET
FERNANDINA BEACH, FLORIDA 32035
Norwood Construction

AND WHEREAS, the undersigned did furnish labor or materials, or both, per agreement with the contractor or others, that may be directly or indirectly under the agreement between owner and contractor;
AND WHEREAS, the undersigned has fully and completely performed said work per the terms of their agreement or otherwise furnished labor or materials, or both, to said described land;

NOW, this statement under oath is given in compliance with the provisions of the prevailing and governing Mechanics' Lien Law and to enable said contractor to receive its final payment from the owner. The undersigned further certifies that all liens, contracts, claims or rights to receive payment from the owner, or in connection with said improvements, or labor done and performed, or any and all materials furnished, or both. The undersigned further waives and releases any and all liens and claims or rights to liens on said described land, whether fully described and identified herein or not, it being the expressed intention of the undersigned, with the knowledge of the provisions of his (its) right that the execution hereof constitutes a full and complete discharge, release and waiver of his (its) Mechanics' and all materials furnished, or both, on said described land. The undersigned further certifies that the subcontract is paid in full.

FIRE SPRINKLER SERVICES, INC.
COMPANY/ORGANIZATION/INDIVIDUAL

WITNESS
Judd P. Mickler

By:
J. F. Mickler

Title: PRESIDENT

Sworn to and subscribed before me on this: PERSONALLY KNOWN

27th day of OCTOBER, 1996

Judd P. Mickler
NOTARY PUBLIC



JUDD P. MICKLER
Notary Public, State of Florida
My comm. expires Dec. 21, 1999
Comm. No. CC 520598

My commission expires 12/21/99

JOB: 7007
DATE: 00/00/00

**WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount of \$ 6,401.25, hereby waives and releases its lien and right to claim a lien for labor, services or materials to THE NORWOOD COMPANY on the job of the NASSAU COUNTY COURTHOUSE BELL/CLOCK TOWER REPLACEMENT to the following described property:

NASSAU COUNTY COURTHOUSE
BELL/CLOCK TOWER REPLACEMENT
416 CENTRE STREET
FERNANDINA BEACH, FLORIDA 32035

Dated on: 10-24, 1996

FLORIDA MECHANICAL SYSTEMS
Company/Organization Name

By: Robert J. Yuen

Printed Name Robert Cross

Title: ACCOUNTANT

WITNESS:

Sworn to and subscribed before me on this:

24th day of Oct, A.D., 1996

Barbara J. Rainey
NOTARY PUBLIC

My commission expires 0-01-00



BARBARA J. RAINEY
My Comm Exp. 1/01/00
Bonded By Service Ins
No. CC521669

Previously Known Other I. D.

RECEIVED

FEB 10 1997

JOB: 7007
DATE: 1-6-97

WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

Norwood Construction

The undersigned lienor, in consideration of the final payment in the amount of \$ 2,325.00, hereby waives and releases its lien and right to claim a lien for labor, services or materials to THE NORWOOD COMPANY on the job of the NASSAU COUNTY COURTHOUSE BELL/CLOCK TOWER REPLACEMENT to the following described property:

NASSAU COUNTY COURTHOUSE
BELL/CLOCK TOWER REPLACEMENT
416 CENTRE STREET
FERNANDINA BEACH, FLORIDA 32035

Dated on: FEBRUARY 6, 1997

LIGHTHOUSE ELECTRICAL CONTRACTORS
Company/Organization Name

By: Richard L. Graves

Printed Name RICHARD L. GRAVES

Title: PRESIDENT

WITNESS:

Nancy Peterson
Robert L. Litch

Sworn to and subscribed before me on this:

9th day of January A.D., 1997

Jennifer L. Carr
NOTARY PUBLIC

My commission expires 10/14/2000

NOTARY PUBLIC - STATE OF FLORIDA
JENNIFER L. CARR
COMMISSION # CC593187
EXPIRES 10-14-2000
BONDED THRU A&A 1-888-NOTARY1

JOB: 7007
DATE: 11/08/96

WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of
\$ 2,019.00, hereby waives and releases its lien and right to claim a lien for labor,
services or materials to THE NORWOOD COMPANY on the job of the NASSAU
COUNTY COURTHOUSE BELL/CLOCK TOWER REPLACEMENT to the following
described property:

NASSAU COUNTY COURTHOUSE
BELL/CLOCK TOWER REPLACEMENT
416 CENTRE STREET
FERNANDINA BEACH, FLORIDA 32035

Dated on: 11/11/96, 1996

REALCO WRECKING COMPANY
Company/Organization Name

By: *Andrew Senesac*

Printed Name Andrew Senesac

Title: Vice President

WITNESS:

Sworn to and subscribed before me on this:
11th day of November AD., 1996

Sandra Jenkins
NOTARY PUBLIC

My commission expires 5/26/2000



SANDRA JENKINS
Notary Public, State of Florida
My Comm. Exp. May 26, 2000
Comm. No. CC 546583

RECEIVED
NOV 13 1996

Norwood Construction

WAIVER AND RELEASE OF LIEN
UPON PROGRESS PAYMENT

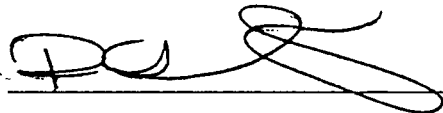
The undersigned lienor, in consideration of the sum \$ 4,188.60,
hereby waives and releases its lien and right to claim a labor, services or materials furnished through
July 31, 1996 to October 17, 1996 on the job of THE NORWOOD COMPANY, on the following
described property:

NASSAU COUNTY COURTHOUSE
BELL/CLOCK TOWER REPLACEMENT
416 CENTRE STREET
FERNANDINA BEACH, FLORIDA 32034

This waiver and release does not cover any retention or labor, services, or materials furnished after the date
specified.

Dated on December 18, _____, 1996

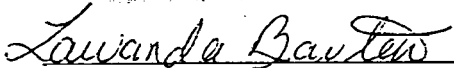
Lienor's Name: WHITLEY STEEL COMPANY, INC.
COMPANY/ORGANIZATION

By: 

Printed Name: Robert G. Whitley

Title: Vice President

WITNESS:



Sworn to and subscribed before me on this:

18th day of December A.D., 1996


NOTARY PUBLIC



JEAN D YONN
My Commission CC544999
Expires May. 20, 2000

My commission expires: May 20, 2000

DEC 20 1996

PQH:

RECEIVED
5/20/96
PEREZ • QUINONES • HOENSHEL
8431 Baymeadows Way, Studio 1
Jacksonville, Florida 32256
904 • 737 • 4504

TRANSMITTAL LETTER
AIA DOCUMENT G810

PQH
ARCHITECTS

PROJECT: Nassau County Courthouse
(name, address) Bell/Clock Tower Replacement

ARCHITECT'S PROJECT NO:

DATE: May 16, 1996

TO: Walt Gossett
Nassau County Coordinator
P.O. Box 1010
ATTN: Fernandina Beach, FL

If enclosures are not as noted, please inform us immediately.
If checked below, please:
() Acknowledge receipt of enclosures.
() Return enclosures to us.

WE TRANSMIT:
(X) herewith () under separate cover via _____
() in accordance with your request _____

FOR YOUR:
() approval () distribution to parties () information
() review & comment () record
() use (X) signature _____

THE FOLLOWING:
() Drawings () Shop Drawing Prints () Samples
() Specifications () Shop Drawing Reproducibles () Product Literature
(X) Change Order () _____

COPIES	DATE	REV. NO.	DESCRIPTION	ACTION CODE
3	5-1-96		Change Order #1	

ACTION CODE A. Action indicated on item transmitted B. No action required C. For signature and return to this office
D. For signature and forwarding as noted below under REMARKS E. See REMARKS below

REMARKS
Please sign all 3 copies.
Thank you.

COPIES TO: (with enclosures)
File

BY: *RDH*
Robert D. Hoenshel, AIA, V.P.

RDH/msg

CHANGE ORDER

AIA DOCUMENT G701

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

PROJECT: Nassau County Courthouse
 (name, address) Bell/Clock Tower Replacement
 416 Centre Street
 Fernandina Beach, FL 32034
 TO CONTRACTOR: The Norwood Company-SE
 (name, address) 8400 Baymeadows Way
 Suite #11
 Jacksonville, FL 32256

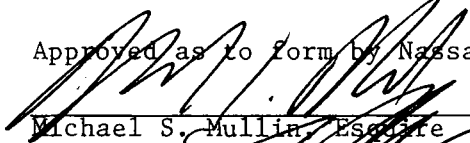
CHANGE ORDER NUMBER: ONE (1)
 DATE: May 1, 1996
 ARCHITECT'S PROJECT NO:
 CONTRACT DATE: November 22, 1995
 CONTRACT FOR: Bell/Clock Tower Replacement

The Contract is changed as follows:

PCO #3 - Add clock faces.....	\$ 12,931.00
PCO #4 - Add backlighting for clock faces	2,826.00
PCO #5A - Add new finial and scrolls.....	5,940.00
PCO #6A - Replace cornice.....	99,820.00
PCO #7A - Masonry, structural work at tower.....	89,988.00
	\$211,505.00

Contact Person: Walter Gossett

Approved as to form by Nassau County attorney:


 Michael S. Mullin, Esquire
 Attest:
 T. J. "Jerry" Greeson, Ex-Officio Clerk

Signature

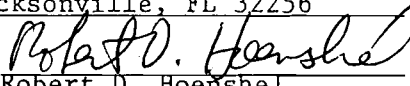
7/3/96
 Date

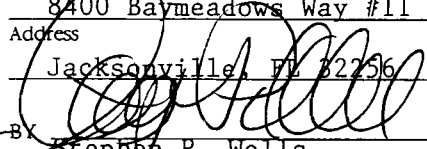
Not valid until signed by the Owner, Architect and Contractor.

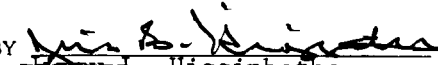
The original (Contract Sum) (Guaranteed Maximum Price) was	\$ 303,698.00
Net change by previously authorized Change Orders	\$ -0-
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ 303,698.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$ 211,505.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be ..	\$ 515,203.00

The Contract Time will be (increased) (~~decreased~~) (~~unchanged~~) by (56) days.
 The date of Substantial Completion as of the date of this Change Order therefore is June 12, 1996

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Perez-Quinones-Hoenshel
 Architects
 ARCHITECT
 8431 Baymeadows Way, Studio #1
 Address
 Jacksonville, FL 32256
 BY 
 Robert D. Hoenshel
 DATE 5/16/96

The Norwood Company-SE
 CONTRACTOR
 8400 Baymeadows Way #11
 Address
 Jacksonville, FL 32256
 BY 
 Stephen P. Wells
 DATE 5-16-96

Nassau County Board of
 County Commissioners
 OWNER
 P. O. Box 1010
 Address
 Fernandina Beach, FL 32035
 BY 
 Jimmy L. Higginbotham
 DATE 7/3/96

4-12-96

the State regarding the exterior renovation of the Courthouse and that there have been some minor problems regarding the casting and the replication of the bell tower. Mr. Gossett presented two change orders as listed:

No. 1	Add new final and scrolls	\$ 5,940.00
No. 2	Masonry & Structural Work at Tower	\$89,988.00
	(Bracing)	

Mr. Gossett stated that the County's share of the renovation budget was \$248,838 and the state grant was \$250,000 for a total of \$498,838. This would be sufficient for this portion of the renovation.

Mr. Gossett stated that the third statement is for the replacement of all the cornice work around the Courthouse and is the actual start of the outside renovation of the Courthouse. This is not a change order, but is the next stage of the renovation. He felt that there are advantages to utilizing the company that is reconstructing the bell tower to replicate the cornice work to provide for consistency. Any salvagable pieces of old cornice work that is removed from the Courthouse will be made available to the Historic Society. It was moved by Commissioner Higginbotham, District 5, seconded by Commissioner Crawford, and unanimously carried to approve Change Order Nos. 1 and 2 for the renovation of the bell tower in the amount of \$5,940 and \$89,988 respectively with funds to be expended from the Historic Grant Funds for the Courthouse and to approve The Norwood Company's providing and replacing the cornice work on the Courthouse at a cost of \$97,973 with funds to be expended from the Courthouse Maintenance Fund within the Capital Projects Fund.

It was moved by Commissioner Crawford, seconded by Commissioner Higginbotham, District 5, and unanimously carried to approve a request for annual leave for Mr. Gossett for the period of May 1, 1996 through May 6, 1996, a total of four work days or 32 hours.

Mr. Gossett stated that it had been anticipated that the cost for the purchase of fabric for the construction of the road system at the West Nassau Landfill would be under \$5,000. However, because of delivery charges, the low bid exceeded that amount. The



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32035-1010

Jim B. Higginbotham	Dist. No. 1 Fernandina Beach
John A. Crawford	Dist. No. 2 Fernandina Beach
Tom Branan	Dist. No. 3 Yulee
Chris Kirkland	Dist. No. 4 Hilliard
Jimmy L. Higginbotham	Dist. No. 5 Callahan

T. J. "Jerry" GREESON
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

July 10, 1996


Mr. Robert D. Hoenshel, AIA, V.P.
Perez-Quinones-Hoenshel Architects
8431 Baymeadows Way, Studio 1
Jacksonville, FL 32256

Dear Mr. Hoenshel:

Enclosed is Change Order No. 1 for the Nassau County Courthouse Bell/Clock Tower Replacement project fully executed and approved by the Board of County Commissioners on April 22, 1996.

Please contact my office if we may be of any further assistance.

Sincerely,



T. J. "Jerry" Greeson
Ex-Officio Clerk

jmg

Enclosure

cc: The Norwood Company w/Change Order

(904) 225-9021 Board Room; 321-5703, 879-1029, 355-6275

An Affirmative Action / Equal Opportunity Employer