



Nassau County Public Works
213 Nassau Place
Yulee, FL 32097

Jack D'Amato, Jr., PE
Director of Public Works

MEMORANDUM

TO : Nick Deonas, Chairman

FROM : Jack J. D'Amato, P.E., Public Works Director *JCD*

DATE : January 7, 2002

SUBJECT : Historic Courthouse - Execution of Change Order
No. 1 to The Auchter Company

Background:

On November 7, 2001 the Board of County Commissioners approved the recommended lowest responsive bidder for the security system at the Historic Courthouse. Staff has since received the actual change order to The Auchter Company in the amount of \$205,387.00 for said security system.

Recommendation:

Staff recommends that the Board of County Commissioners approve Change Order No. 1 to The Auchter Company in the amount of \$205,387.00 for the security system at the Historic Courthouse as this was not in The Auchter Company's original scope of work. As reflected in the minutes from December 12, 2001 Capital Projects Meeting, the funding source is to come from 109 Cash Reserves.

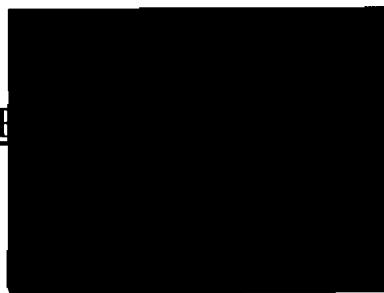
1/9/02
ca

FERNANDINA
(904) 491-3606
FAX (904) 491-3611

TOLL FREE
1-800-264-2065 1-800-948-3364

ROAD & BRIDGE
(904) 491-3626 or (904) 845-3610
FAX (904) 845-1230

CHANGE ORDER APP



PROJECT: Historic Courthouse Restoration

CHANGE ORDER NUMBER: 01

DATE: January 9, 2001

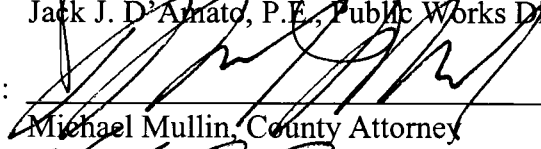
CONTRACT NUMBER: N/A

TO CONTRACTOR: The Auchter Company

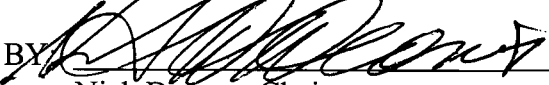
Original Contract Sum.....	\$	<u>3,916,150.00</u>
Net Change by Previous Change Order.....	\$	<u>0.00</u>
Contract Sum Prior to This Change Order.....	\$	<u>3,916,150.00</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>205,387.00</u>
New Contract Sum Including this Change Order.....	\$	<u>4,121,537.00</u>

APPROVED BY: 
Jack J. D'Amato, P.E., Public Works Dir.

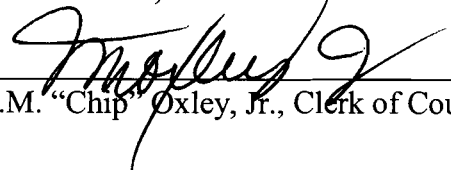
DATE: 1-8-02

APPROVED BY: 
Michael Mullin, County Attorney

DATE: 1-10-02

APPROVED BY: 
Nick Deonas, Chairman

DATE: 1-9-02

APPROVED BY: 
J.M. "Chip" Oxley, Jr., Clerk of Courts

DATE: 1-10-02

Nassau County Commission

CHANGE ORDER

No. 00001

PO Box 456
Fernandina Beach, FL 32035-5800

Phone: 904 321-5800
Fax: 904 321-5795

TITLE: CO No. 01 Security

DATE: 12/17/2001

PROJECT: Nassau County Courthouse

JOB:

TO: Attn: Jack A. Belt
The Auchter Company
1021 Oak Street
Jacksonville, FL 32204
Phone: 904-355-3536 Fax: 904-353-0234

CONTRACT NO: 01018-000

RE: CO

To: TAC

From: NASSAUCC

Number: 00001

DESCRIPTION OF CHANGE

It being desirable to modify the work done under the above contract in accordance with instructions, plans, and/or specifications enumerated below, it is necessary and in the best interest of the parties to the above named contract to modify said contract in certain particulars as follows:

* Furnish and install entire security system as designed by HDR Fitzgerald Consulting Group and issued through P.Q.H. Architects. Documents included are listed on attachment A"A to this change order. Cost fisted here is based upon lowest responsive bidder, Jacksonville Sound and Communications, Inc..... Add \$192,400.00

Fee 6.75% \$12,987

Total Add \$205,387

It is understood and agreed that all terms and conditions of said contract, as it may heretofore have been modified shall be and remain the same. This change order includes all costs associated with the specified modifications including: labor, material, taxes, insurance, overhead and profit, and time.

Unit Cost: \$0.00

Unit Tax: \$0.00

Lump Sum: \$205,387.00

Lump Tax: \$0.00

Total: \$205,387.00

The Original Contract Sum was \$3,916,150.00

Net Change by Previously Authorized Requests and Changes \$0.00

The Contract Sum Prior to This Change Order was \$3,916,150.00

The Contract Sum Will be Increased \$205,387.00

The New Contract Sum Including This Change Order \$4,121,537.00

The Contract Time Will Not Be Changed

The Date of Substantial Completion as of this Change Order Therefore is ...

ACCEPTED:

The Auchter Company

Nassau County Commission

PQH Architects, Inc.

By: Jack A. Belt
Jack A. Belt

By: Jack D'Annato
Jack D'Annato

By: Robert D. Hoenshel
Robert D. Hoenshel

Date: 12-17-01

Date: 1-8-02

Date: 12/17/01

SCHEDULE A

NASSAU COUNTY COURTHOUSE – ALTERATIONS & RESTORATION
PROJECT DOCUMENTS PART I
LISTING OF DRAWINGS ALL DATED OCTOBER 9, 2001 AS 100% CONTRACT DOCUMENTS

ELECTRONIC SECURITY

EY-001	General Notes and Symbols Electrical Security Plans
EY-100	Site Plan Electrical Security Plan
EY-101	First and Second Floor Electronic Security
EY-401	Enlarged Plans Electronic Security
EY-501	Details Electronic Security
EY-502	Details Electronic Security
EY-601	Riser Diagram Electronic Security

NASSAU COUNTY COURTHOUSE – ALTERATIONS & RESTORATION
PROJECT DOCUMENTS – PART II
SPECIFICATIONS ALL DATED OCTOBER 9, 2001

ELECTRONIC SECURITY OUTLINE SPECIFICATIONS AND PRODUCT CUT-SHEETS

<u>SECTION</u>	<u>TITLE</u>
13700	Basic Electronic Security Requirements
13710	Card Access Control System
13712	Closed Circuit Video Equipment
13714	Intercom/Paging System
13716	Fire Alarm Interface
13718	Security Equipment Cabinets
13722	Consoles
13726	Security Devices
13738	X-Ray Screening Equipment
13740	Metal Detection Equipment

PAGE 1 OF 1 – CONTRACT DOCUMENTS
END OF SCHEDULE "A"



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

Nick Deonas
David C. Howard
Vickie Samus
Floyd L. Vanzant
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

January 10, 2002

JOSEPH M. "Chip" OXLEY, JR.
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

Mr. Marvin L. Grieve, Vice President
The Auchter Company
1012 Oak Street
Jacksonville, FL 32035

RE: Historic Courthouse Renovation
Contract No. 01018-000
Change Order No. 1

Dear Mr. Grieve:

At the Capital Projects meeting of the Nassau County Board of County Commissioners held January 9, 2002, the Board approved and executed Change Order No. 1 for electronic security for the referenced project. An original document is enclosed for your records.

If I can be of further assistance to you, please let me know.

Sincerely,

J.M. "Chip" Oxley, Jr.
Ex-Officio Clerk

/ca

Enclosure

cc: Dawn Stevenson

CHANGE ORDER BETWEEN
OWNER AND CONSTRUCTION MANAGER

CHANGE ORDER NO.: 1 - Phase I Selective Demolition
Felt Removal

This change order made as of the 18th day of January in the year 2000

Between the Owner: Nassau County Board of County Commissioners
Post Office Box 1010
Fernandina Beach, FL 32035

And the Construction
Manager: The Auchter Company
1012 Oak Street
Jacksonville, FL 32204

The Project is: Nassau County Courthouse Addition & Renovation
Nassau County, Florida

The Architect is: PQH Architects, Inc.
4141 Southpoint Drive East
Jacksonville, FL 32216

Change Order No. 1 modifies our contract dated March 7, 1997 as follows:

1. To remove and dispose of approximately 3500 square feet of felt paper with mastic underneath, using lacquer thinner. The felt paper waste shall be disposed of as asbestos-containing materials.
2. Compensation shall be the sum of TWO THOUSAND DOLLARS (\$2,000.00).
3. All other articles of the original contract remain in effect.

NOT VALID UNTIL SIGNED BY OWNER AND CONSTRUCTION MANAGER.

This change order is approved as above written.

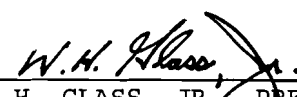
OWNER:

CONSTRUCTION MANAGER:

NASSAU COUNTY BOARD OF
COUNTY COMMISSIONERS

THE AUCHTER COMPANY


NICK D. DEONAS
CHAIRMAN


W. H. GLASS, JR., PRESIDENT

DATE: 2/08/00

DATE: 2/7/00



THE AUCHTER COMPANY

February 5, 2000

Mr. Walter Gossett
Nassau County Coordinator
3163 Bailey Road
Fernandina Beach, FL 32034

Re: Nassau County Courthouse Phase I Interior Demolition

Dear Walt,

Enclosed please find our signed copies of Change Order No. 1 and the Notice to Proceed. Please return executed copies for our files.

Very truly yours,

THE AUCHTER COMPANY

Marvin L. Grieve
Vice President

Cc: PQH Architects
File

00 FEB -8 AM 2:13

COPIES OF CHANGES
ON FILE

Experience Is Our Foundation • Incorporated 1929

**Change Order Between
Owner and Construction Manager**

Change Order No: 1

This Change Order made as of the 4th day of June in the year 1999

Between the Owner: Nassau County Board of Commissioners
P.O. Box 1010
Fernandina Beach, FL 32035-1010

And the Construction Manager: The Auchter Company
1021 Oak Street
Jacksonville, FL 32204

The Project is: Nassau County Courthouse Addition and Renovation Project
Nassau County, Florida

The Architect is: PQH Architects, Inc.
4141 Southpoint Drive East
Jacksonville, FL 32216

Change Order No. 1 modifies our contract dated March 7, 1997 as follows:

1. Scope of project is modified to include renovation and restoration of the historic Nassau County Courthouse.
2. Article 4.1.1 is modified as follows:

Compensation shall be the stipulated sum of THIRTY-EIGHT THOUSAND EIGHT HUNDRED NINE DOLLARS (\$38,809.00). This sum includes \$5,500 for Bid Documents, Ancillary Equipment and Supplies which will be reimbursed at cost to a Guaranteed Maximum Price of \$5,500.00.

No testing or abatement of lead paint or asbestos is included in this sum.

3. All other articles of the original contract remain in effect.

Not valid until signed by the Owner and Construction Manager.

Change Order No. 1 is approved as written above.

Owner: Nassau County Bd. Co. Comm.
Ex-Officio Clerk

Construction Manager: The Auchter Company

By: J.H. Cooper
J.H. Cooper, Chairman
Date: June 14, 1999

By: W.H. Glass, Jr.
W.H. Glass, Jr. President
Date: 6/7/99

Attest: J.M. Oxley, Jr.
J.M. "Chip" Oxley, Jr.
Ex-Officio Clerk

Attest: M. J. A.

Approved as to form by the
Nassau County Attorney

Michael S. Mullin



**NASSAU COUNTY COURTHOUSE RENOVATION AND RESTORATION PROJECT
THE AUCHTER COMPANY
PRECONSTRUCTION SERVICES**

Revised June 4, 1999

PERSONNEL	MONTH 1	MONTH 2	TOTAL WEEKS	RATE/WK	TOTAL COST
Proj. Exec. Tom Butler	20% 0.87	10% 0.44	1.31	\$1,800	\$2,358
Proj. Exec. Brad Glass	20% 0.87	10% 0.44	1.31	\$1,525	\$1,998
Proj. Mgr. Marv Grieve	50% 2.165	50% 2.165	4.33	\$1,400	\$6,062
Est. Fred Stelts	25% 1.085	45% 1.085	3.03	\$1,250	\$3,788
Proj. Eng. Bob Hurvey	23% 1.00	46% 2.00	3	\$950	\$2,850
Sec. Beth Naipavel	46% 2.00	46% 2.00	4	\$500	\$2,000
TOTAL LABOR					\$19,055
LABOR BURDEN 52%					\$9,909
SUBTOTAL					\$28,964
PRECONSTRUCTION FEE 15%					\$4,345
*BID DOCUMENTS					\$4,500
*ANCILLARY EQUIPMENT & SUPPLIES					\$1,000
TOTAL REVISED PRECONSTRUCTION COST					\$38,809

*BID DOCUMENTS, ANCILLARY EQUIPMENT & SUPPLIES WILL BE REIMBURSED AT ACTUAL COST OF WORK TO A MAXIMUM OF \$5,500.



THE AUCHTER COMPANY

June 7, 1999

Mr. Walter Gossett
Nassau County Coordinator
3163 Bailey Road
Fernandina Beach, FL 32034

Re: Nassau County Courthouse Renovation and Restoration
Change Order No. 1 Revised

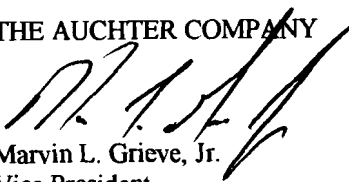
Dear Walt,

I have enclosed two originals of Change Order No. 1 for this project, revising the description and adjusting our Preconstruction Services Fees. I have removed all moneys to perform the asbestos and lead paint survey as you requested. This asbestos and lead paint survey has been authorized by Nassau County directly to Law Engineering.

Please call me if you have any questions.

Very truly yours,

THE AUCHTER COMPANY



Marvin L. Grieve, Jr.
Vice President

Cc: File

Experience Is Our Foundation • Incorporated 1929

1021 Oak Street, Jacksonville, FL 32204 • Post Office Box 1193, Jacksonville, FL 32201-1193
(904) 355-3536 • FAX No. (904) 353-0234 • CGC No. 000493



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

Nick Deonas
David C. Howard
Pete Cooper
Floyd L. Vanzant
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

JOSEPH M. "Chip" OXLEY, JR.
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

June 21, 1999

Mr. W. H. Glass, Jr., President
The Auchter Company
1021 Oak Street
Jacksonville, FL 32204

Re: Nassau County Courthouse Renovation and Restoration
Change Order No. 1 Revised

Dear Mr. Glass:

Enclosed is a fully executed original of Change Order No. 1 revised for the referenced project as approved by the Nassau County Board of County Commissioners on June 14, 1999.

We look forward to working with you on this project, and if we may furnish any additional information or be of further assistance, please let us know.

Sincerely,

J. M. "Chip" Oxley, Jr.
Ex-Officio Clerk

Jmg

Enclosure



THE AUCHTER COMPANY

October 8, 1999

Mr. Walter Gossett
Nassau County Coordinator
3163 Bailey Road
Fernandina Beach, FL 32034

Re: Nassau County Courthouse Phase I Selective Demolition
Guaranteed Maximum Price

Dear Walt,

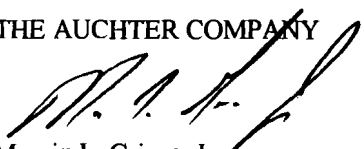
The Auchter Company is pleased to present this GMP for the completion of Phase I Selective Demolition for the Historic Nassau County Courthouse. The total GMP is **\$236,393**. This GMP includes 12 weeks of General Conditions to cover the duration of the Selective Demolition specified on the plans prepared by PQH Architects, Inc. Realco Wrecking will require a minimum of 8 weeks to complete the selective demolition.

I have included an allowance of \$10,000 for the archeological survey of the privy. I have contacted the University of North Florida and Environmental Services, Inc. about this project. The exact cost can only be determined after the initial dig is begun. If there are no artifacts present, the cost will be minimal. If we find artifacts, the cost of cleaning, documentation, storage and the final report will be quantified at that time. If the dig does not have to go below 4 feet, the \$10,000 should be adequate to cover this expense.

Please let me know if you have any questions.

Very truly yours,

THE AUCHTER COMPANY



Marvin L. Grieve, Jr.
Vice President

Cc: File

Experience Is Our Foundation incorporated 1929

1021 Oak Street, Jacksonville, FL 32204 • Post Office Box 1193, Jacksonville, FL 32211-1193
(904) 355-3536 • FAX No. (904) 353-0234 • CGC No. 000493

**Nassau County Courthouse Phase I Selective Demolition GMP
The Auchter Company**

8-Oct-99

1	General Conditions				
	1 Supervision			\$28,600	
	2 Contract Documents			\$1,000	
	3 Temp Protection & Safety			\$2,700	
	4 Temp Facilities & Supplies			\$2,450	
	5 Temp Utilities			\$1,650	
	6 Telephones, Fax, Beepers			\$1,850	
	7 Equipment, Vehicle			\$4,650	
	8 Clean-up			\$3,500	
	9 Asbestos/Lead Paint Testing			\$2,500	
	10 Fees/Permits			\$1,500	
				\$50,400	\$50,400
2	Archaeological Survey (Allowance)				\$10,000
	Dispose of Dirt @ Privy				\$2,500
	Borrow Fill/Compact				\$3,500
3	Selective Demolition				
	Realco Wrecking				\$108,500
	Alternate No. 1				\$36,000
	Subtotal				\$210,900
4	Contingency 5%				\$10,545
	Subtotal				\$221,445
5	Fee 6.75%				\$14,948
	GMP				\$236,393

**Nassau County Courthouse Selective Demolition
Bid Form**

Date: September 29, 1999

Demolition Contractor: Realco Wrecking Co.
Address: 8707 Somers Rd.
Jacksonville, Fl 32226
Telephone: 904-757-7311

Contact: Andrew Senesac, Vice President

Demolition Contractor includes all work in accordance with the plans and specifications prepared by PQH Architects, Inc. dated June 30, 1999. Demolition Contractor acknowledges receiving Addenda No. 1.

Demolition Contractor includes removal of all asbestos; asbestos adhesive and lead paint as specified. VAT and/or adhesive are extensive throughout the building and are beneath existing carpet. Demolition Contractor has investigated all rooms and floor conditions and will remove all VAT and adhesive in this building. Lead paint on safe door will be encapsulated in Phase II of this project.

Demolition Contractor includes complete demolition of existing metal pan ceiling in Courtroom and Room 19.

Demolition Contractor will provide temporary electrical service and temporary lighting required for this Phase. Temporary electrical panel and lighting will become the property of Nassau County at the completion of Phase I and be available for Phase II construction.

Demolition Contractor will not be responsible for the Archeological excavation, but will cooperate fully with the archeological survey and coordinate demolition activities to enable a complete archeological survey.

Demolition Contractor has included the demolition and removal of all mechanical and electrical equipment per plans and specifications.

Demolition Contractor will complete the work specified for the lump sum price of: \$ 108,500.00
One-Hundred-Eight-Thousand-Five-Hundred & NO/100 dollars.

Demolition Contractor will complete this project in 8 weeks.

Alternate No. 1: To perform lead paint abatement on the existing metal pan ceilings in place:

(Add/Deduct) \$ 36,000.00

Signed:

Andrew Senesac

Standard Form of Agreement Between Owner and Construction Manager

where the Construction Manager is also

THE CONSTRUCTOR

1991 EDITION

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

*The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is referred to herein.
This Agreement requires modification if other general conditions are utilized.*

AGREEMENT

made as of the seventh day of March in the year of
(In words, indicate day, month and year) Nineteen Ninety-seven

BETWEEN the Owner:
(Name and address)

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

and the Construction Manager:
(Name and address)

The Auchter Company
1021 Oak Street
Jacksonville FL 32204

The Project is:
(Name, address and brief description)

Nassau County Courthouse Addition and Renovation Project
Nassau County, Florida

The Architect is:
(Name and address)

POH Architects, Inc.
8431 Baymeadows Way - Studio 1
Jacksonville FL 32256

The Owner and Construction Manager agree as set forth below.

Portions of this document are derived from AIA Document A111, Standard Form of Agreement Between the Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee, copyright 1920, 1925, 1951, 1958, 1961, 1963, 1967, 1974, 1978, ©1987 by The American Institute of Architects; other portions are derived from AGC Document 500, ©1980 by The Associated General Contractors of America. Material in this document differing from that found in AIA Document A111 and AGC Document 500 is copyrighted ©1991 by The American Institute of Architects and The Associated General Contractors of America. Reproduction of the material herein or substantial quotation of its provisions without written permission of AIA and AGC violates the copyright laws of the United States and will subject the violator to legal prosecution.



STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER WHERE THE CONSTRUCTION MANAGER IS ALSO THE CONSTRUCTOR

ARTICLE 1

GENERAL PROVISIONS

1.1 RELATIONSHIP OF PARTIES

The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Agreement, and covenants with the Owner to furnish the Construction Manager's reasonable skill and judgment and to cooperate with the Architect in furthering the interests of the Owner. The Construction Manager shall furnish construction administration and management services and use the Construction Manager's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the Owner, Architect, Construction Manager and other persons or entities employed by the Owner for the Project.

1.2 GENERAL CONDITIONS

For the Construction Phase, the General Conditions of the Contract shall be the 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, which is incorporated herein by reference. For the Preconstruction Phase, or in the event that the Preconstruction and Construction Phases proceed concurrently, AIA Document A201 shall apply to the Preconstruction Phase only as specifically provided in this Agreement. The term "Contractor" as used in AIA Document A201 shall mean the Construction Manager.

ARTICLE 2

CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager shall perform the services described in this Article. The services to be provided under Paragraphs 2.1 and 2.2 constitute the Preconstruction Phase services. If the Owner and Construction Manager agree, after consultation with the Architect, the Construction Phase may commence before the Preconstruction Phase is completed, in which case both phases shall proceed concurrently.

2.1 PRECONSTRUCTION PHASE

2.1.1 PRELIMINARY EVALUATION

The Construction Manager shall provide a preliminary evaluation of the Owner's program and Project budget requirements, each in terms of the other.

2.1.2 CONSULTATION

The Construction Manager with the Architect shall jointly schedule and attend regular meetings with the Owner and Architect. The Construction Manager shall consult with the Owner and Architect regarding site use and improvements, and the selection of materials, building systems and equipment. The Construction Manager shall provide recommen-

dations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets and possible economies.

2.1.3 PRELIMINARY PROJECT SCHEDULE

When Project requirements described in Subparagraph 3.1.1 have been sufficiently identified, the Construction Manager shall prepare, and periodically update, a preliminary Project schedule for the Architect's review and the Owner's approval. The Construction Manager shall obtain the Architect's approval of the portion of the preliminary Project schedule relating to the performance of the Architect's services. The Construction Manager shall coordinate and integrate the preliminary Project schedule with the services and activities of the Owner, Architect and Construction Manager. As design proceeds, the preliminary Project schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a Guaranteed Maximum Price proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurement, Owner's occupancy requirements showing portions of the Project having occupancy priority, and proposed date of Substantial Completion. If preliminary Project schedule updates indicate that previously approved schedules may not be met, the Construction Manager shall make appropriate recommendations to the Owner and Architect.

2.1.4 PHASED CONSTRUCTION

The Construction Manager shall make recommendations to the Owner and Architect regarding the phased issuance of Drawings and Specifications to facilitate phased construction of the Work, if such phased construction is appropriate for the Project, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities.

2.1.5 PRELIMINARY COST ESTIMATES

2.1.5.1 When the Owner has sufficiently identified the Project requirements and the Architect has prepared other basic design criteria, the Construction Manager shall prepare, for the review of the Architect and approval of the Owner, a preliminary cost estimate utilizing area, volume or similar conceptual estimating techniques.

2.1.5.2 When Schematic Design Documents have been prepared by the Architect and approved by the Owner, the Construction Manager shall prepare for the review of the Architect and approval of the Owner, a more detailed estimate with supporting data. During the preparation of the Design Development Documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect and Construction Manager.

2.1.5.3 When Design Development Documents have been prepared by the Architect and approved by the Owner, the

2.2.8 Upon acceptance by the Owner of the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price and its basis shall be set forth in Amendment No. 1. The Guaranteed Maximum Price shall be subject to additions and deductions by a change in the Work as provided in the Contract Documents and the date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

2.2.9 The Owner shall authorize and cause the Architect to revise the Drawings and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in Amendment No. 1. Such revised Drawings and Specifications shall be furnished to the Construction Manager in accordance with schedules agreed to by the Owner, Architect and Construction Manager. The Construction Manager shall promptly notify the Architect and Owner if such revised Drawings and Specifications are inconsistent with the agreed-upon assumptions and clarifications.

2.2.10 The Guaranteed Maximum Price shall include in the Cost of the Work only those taxes which are enacted at the time the Guaranteed Maximum Price is established.

2.3 CONSTRUCTION PHASE

2.3.1 GENERAL

2.3.1.1 The Construction Phase shall commence on the earlier of:

- (1) the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal and issuance of a Notice to Proceed, or
- (2) the Owner's first authorization to the Construction Manager to:
 - (a) award a subcontract, or
 - (b) undertake construction Work with the Construction Manager's own forces, or
 - (c) issue a purchase order for materials or equipment required for the Work.

2.3.2 ADMINISTRATION

2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated to a special design for the Work from the list previously reviewed and, after analyzing such bids, shall deliver such bids to the Owner and Architect. The Owner shall then determine, with the advice of the Construction Manager and subject to the reasonable objection of the Architect, which bids will be accepted. The Owner may designate specific persons or entities from whom the Construction Manager shall obtain bids; however, if the Guaranteed Maximum Price has been established, the Owner may not prohibit the Construction Manager from obtaining bids from other qualified bidders. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

2.3.2.2 If the Guaranteed Maximum Price has been established and a specific bidder among those whose bids are delivered by the Construction Manager to the Owner and Architect (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; (3) has submitted a bid which conforms to the require-

ments of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a change in the Work be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

2.3.2.3 Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform to the payment provisions of Subparagraphs 7.1.8 and 7.1.9 and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.

2.3.2.4 The Construction Manager shall schedule and conduct meetings at which the Owner, Architect, Construction Manager and appropriate Subcontractors can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes.

2.3.2.5 Promptly after the Owner's acceptance of the Guaranteed Maximum Price proposal, the Construction Manager shall prepare a schedule in accordance with Paragraph 3.10 of AIA Document A201, including the Owner's occupancy requirements.

2.3.2.6 The Construction Manager shall provide monthly written reports to the Owner and Architect on the progress of the entire Work. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner and Architect.

2.3.2.7 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect at regular intervals.

2.4 PROFESSIONAL SERVICES

The Construction Manager shall not be required to provide professional services which constitute the practice of architecture or engineering, unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Construction Manager has specifically agreed in writing to provide such services. In such event, the Construction Manager shall cause such services to be performed by appropriately licensed professionals.

2.5 UNSAFE MATERIALS

In addition to the provisions of Paragraph 10.1 in AIA Document A201, if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered but not created on the site by the Construction Manager, the Construction Manager shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. The Owner, Construction Manager and Architect shall then proceed in the same manner described in Subparagraph 10.1.2 of AIA Document A201. The Owner shall be responsible for obtaining the services of a licensed laboratory to verify the presence or absence

ARTICLE 4

COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

The Owner shall compensate and make payments to the Construction Manager for Preconstruction Phase services as follows:

4.1 COMPENSATION

4.1.1 For the services described in Paragraphs 2.1 and 2.2 the Construction Manager's compensation shall be calculated as follows:

(State basis of compensation, whether a stipulated sum, multiple of Direct Personnel Expense, actual cost, etc. Include a statement of reimbursable cost items as applicable.)

Compensation shall be the stipulated sum of SIXTY-ONE THOUSAND EIGHTY-ONE DOLLARS (\$61,081.00). The sum includes \$9,000.00 for Bid Documents, Ancillary Equipment and Supplies which will be reimbursed at cost to a Guaranteed Maximum Price of \$9,000.00.

4.1.2 Compensation for Preconstruction Phase services shall be equitably adjusted if such services extend beyond **Sixty (60) days** from the date of this Agreement or if the originally contemplated scope of services is significantly modified.

4.1.3 If compensation is based on a multiple of Direct Personnel Expense, Direct Personnel Expense is defined as the direct salaries of the Construction Manager's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

4.2 PAYMENTS

4.2.1 Payments shall be made monthly following presentation of the Construction Manager's invoice and, where applicable, shall be in proportion to services performed.

4.2.2 Payments are due and payable **twenty** (**20**) days from the date the Construction Manager's invoice is received by the Owner. Amounts unpaid after the date on which payment is due shall bear interest at the rate entered 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.)

Base rate from First Union National Bank plus one (1%) percent.

(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 Construction Manager'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

COMPENSATION FOR CONSTRUCTION PHASE SERVICES

The Owner shall compensate the Construction Manager for Construction Phase services as follows:

5.1 COMPENSATION

5.1.1 For the Construction Manager's performance of the Work as described in Paragraph 2.3, the Owner shall pay the Construction Manager in current funds the Contract Sum consisting of the Cost of the Work as defined in Article 7 and the Construction Manager's Fee determined as follows:

(State a lump sum, percentage of actual Cost of the Work or other provision for determining the Construction Manager's Fee, and explain how the Construction Manager's Fee is to be adjusted for changes in the Work.)

The Construction Manager's fee shall be 6-3/4% of the Cost of the Work. Guaranteed Maximum Price is \$ TBD.

The Construction Manager's fee shall be adjusted for additive change orders in the work by 6-3/4% of the cost of the change.

5.2 GUARANTEED MAXIMUM PRICE

5.2.1 The sum of the Cost of the Work and the Construction Manager's Fee are guaranteed by the Construction Manager not to exceed the amount provided in Amendment No. 1, subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum as adjusted by approved changes in the Work is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

The Construction Manager shall participate in savings based on a ratio of 85% to the Owner and 15% to the Construction Manager.

5.3 CHANGES IN THE WORK

5.3.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of Amendment No. 1 may be determined by any of the methods listed in Subparagraph 7.3.3 of AIA Document A201.

5.3.2 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Clause 7.3.3.3 of AIA Document A201 and the terms "costs" and "a reasonable allowance for overhead and profit" as used in Subparagraph 7.3.6 of AIA Document A201 shall have the meanings assigned to them in that document and shall not be modified by this Article 5. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

5.3.3 In calculating adjustments to the Contract, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201 shall mean the Cost of the Work as defined in Article 6 of this Agreement and the terms "and a reasonable allowance for overhead and profit" shall mean the Construction Manager's Fee as defined in Subparagraph 5.1.1 of this Agreement.

5.3.4 If no specific provision is made in Subparagraph 5.1.1 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Subparagraph 5.1.1 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the basis of the fee established for the original Work.

ARTICLE 6

COST OF THE WORK FOR CONSTRUCTION PHASE

6.1 COSTS TO BE REIMBURSED

6.1.1 The term "Cost of the Work" shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than those customarily paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 6.

6.1.2 LABOR COSTS

- 1** Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's agreement, at off-site workshops.
- 2** Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's agreement.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal office or offices other than the site office shall be included in the Cost of the Work, such personnel shall be identified below.)

Project Executive - 8 hours per week

Project Manager - 24 hours per week

Project Engineer - 16 hours per week

Project Secretary - 8 hours per week

- 3** Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.
- 4** Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work under Clauses 6.1.2.1 through 6.1.2.3.

6.1.3 SUBCONTRACT COSTS

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

6.1.4 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION

- .1 Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.
- .2 Costs of materials described in the preceding Clause 6.1.4.1 in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager; amounts realized, if any, from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

6.1.5 COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS

- .1 Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site and fully consumed in the performance of the Work; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager. Cost for items previously used by the Construction Manager shall mean fair market value.
- .2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be subject to the Owner's prior approval.
- .3 Costs of removal of debris from the site.
- .4 Reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.
- .5 That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.

6.1.6 MISCELLANEOUS COSTS

- .1 That portion directly attributable to this Contract of premiums for insurance and bonds.
(If charges for self insurance are to be included, specify the basis of reimbursement.)
- .2 Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Construction Manager is liable.
- .3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.
- .4 Fees of testing laboratories for tests required by the Contract Documents, except those related to nonconforming Work other than that for which payment is permitted by Clause 6.1.8.2.
- .5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent; provided, however, that such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or the Guaranteed Maximum Price and provided that such royalties, fees and costs are not excluded by the last sentence of Subparagraph 3.17.1 of AIA Document A201 or other provisions of the Contract Documents.
- .6 Data processing costs related to the Work.
- .7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement.
- .8 Legal, mediation and arbitration costs, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work and with the Owner's written permission, which permission shall not be unreasonably withheld.
- .9 Expenses incurred in accordance with the Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations.

6.1.7 OTHER COSTS

- .1 Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.

6.1.8 EMERGENCIES AND REPAIRS TO DAMAGED OR NONCONFORMING WORK

The Cost of the Work shall also include costs described in Subparagraph 6.1.1 which are incurred by the Construction Manager:

- .1 In taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Paragraph 10.3 of AIA Document A201.
- .2 In repairing or correcting damaged or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement of the Construction

Manager or the Construction Manager's foremen, engineers or superintendents, or other supervisory, administrative or managerial personnel of the Construction Manager, or the failure of the Construction Manager's personnel to supervise adequately the Work of the Subcontractors or suppliers, and only to the extent that the cost of repair or correction is not recoverable by the Construction Manager from insurance, Subcontractors or suppliers.

6.1.9 The costs described in Subparagraphs 6.1.1 through 6.1.8 shall be included in the Cost of the Work notwithstanding any provision of AIA Document A201 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Paragraph 6.2.

6.2 COSTS NOT TO BE REIMBURSED

6.2.1 The Cost of the Work shall not include:

- .1** Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Clauses 6.1.2.2 and 6.1.2.3.
- .2** Expenses of the Construction Manager's principal office and offices other than the site office except as specifically provided in Paragraph 6.1.
- .3** Overhead and general expenses, except as may be expressly included in Paragraph 6.1.
- .4** The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.
- .5** Rental costs of machinery and equipment, except as specifically provided in Subparagraph 6.1.5.2.
- .6** Except as provided in Clause 6.1.8.2, costs due to the negligence of the Construction Manager or to the failure of the Construction Manager to fulfill a specific responsibility to the Owner set forth in this Agreement.
- .7** Costs incurred in the performance of Preconstruction Phase Services.
- .8** Except as provided in Clause 6.1.7.1, any cost not specifically and expressly described in Paragraph 6.1.
- .9** Costs which would cause the Guaranteed Maximum Price to be exceeded.

6.3 DISCOUNTS, REBATES AND REFUNDS

6.3.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured.

6.3.2 Amounts which accrue to the Owner in accordance with the provisions of Subparagraph 6.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

6.4 ACCOUNTING RECORDS

6.4.1 The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Construction Manager shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 CONSTRUCTION PHASE

7.1 PROGRESS PAYMENTS

7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

7.1.3 Provided an Application for Payment is received by the Architect not later than the **first (1st) business** day of a month, the Owner shall make payment to the Construction Manager not later than the **twenty-fifth (25th)** day of the **same** month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than **twenty-five (25)** days after the Architect receives the Application for Payment.

7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed (1) progress payments already received by the Construction Manager; less (2) that portion of those payments attributable to the Construction Manager's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

7.1.5 Each Application for Payment shall be based upon the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

7.1.6 Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- 1** Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of AIA Document A201, even though the Guaranteed Maximum Price has not yet been adjusted by Change Order.
- 2** Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.
- 3** Add the Construction Manager's Fee, less retainage of **ten** percent (**10** %). The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Clauses at the rate stated in Subparagraph 5.1.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Subparagraph, shall be an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in the two preceding Clauses bears to a reasonable estimate of the probable Cost of the Work upon its completion.
- 4** Subtract the aggregate of previous payments made by the Owner.
- 5** Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Subparagraph 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's accountants in such documentation.
- 6** Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201.

7.1.8 Except with the Owner's prior approval, payments to Subcontractors shall be subject to retention of not less than **ten** percent (**10** %). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.

7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Subparagraph 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's accountants acting in the sole interest of the Owner.

7.2 FINAL PAYMENT

7.2.1 Final payment shall be made by the Owner to the Construction Manager when (1) the Contract has been fully performed by the Construction Manager except for the Construction Manager's responsibility to correct nonconforming Work, as provided in Subparagraph 12.2.2 of AIA Document A201, and to satisfy other requirements, if any, which necessarily survive final payment; (2) a final Application for Payment and a final accounting for the Cost of the Work have been submitted by the Construction Manager and reviewed by the Owner's accountants; and (3) a final Certificate for Payment has then been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

7.2.2 The amount of the final payment shall be calculated as follows:

- .1** Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee; but not more than the Guaranteed Maximum Price.
- .2** Subtract amounts, if any, for which the Architect withholds, in whole or in part, a final Certificate for Payment as provided in Subparagraph 9.5.1 of AIA Document A201 or other provisions of the Contract Documents.
- .3** Subtract the aggregate of previous payments made by the Owner.

If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner.

7.2.3 The Owner's accountants will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's accountants report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Subparagraph 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's accountants, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Subparagraph 9.5.1 of AIA Document A201. The time periods stated in this Paragraph 7.2 supersede those stated in Subparagraph 9.4.1 of AIA Document A201.

7.2.4 If the Owner's accountants report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to proceed in accordance with Article 9 without a further decision of the Architect. Unless agreed to otherwise, a demand for mediation or arbitration of the disputed amount shall be made by the Construction Manager within 60 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to make such demand within this 60-day period shall result in the substantiated amount reported by the Owner's accountants becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

7.2.5 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Paragraph 6.1 and not excluded by Paragraph 6.2 (1) to correct nonconforming Work, or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8

INSURANCE AND BONDS

8.1 INSURANCE REQUIRED OF THE CONSTRUCTION MANAGER

During both phases of the Project, the Construction Manager shall purchase and maintain insurance as set forth in Paragraph 11.1 of AIA Document A201. Such insurance shall be written for not less than the following limits, or greater if required by law:

8.1.1 Workers' Compensation and Employers' Liability meeting statutory limits mandated by State and Federal laws. If (1) limits in excess of those required by statute are to be provided or (2) the employer is not statutorily bound to obtain such insurance coverage or (3) additional coverages are required, additional coverages and limits for such insurance shall be as follows:

Employer's liability each accident	\$500,000.00
Employer's liability disease policy limit	\$500,000.00
Employer's liability each employee	\$500,000.00

8.1.2 Commercial General Liability including coverage for Premises-Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability, Personal Injury, and Broad Form Property Damage (including coverage for Explosion, Collapse and Underground hazards):

\$	<u>1,000,000.00</u>	Each Occurrence
\$	<u>2,000,000.00</u>	General Aggregate
\$	<u>1,000,000.00</u>	Personal and Advertising Injury
\$	<u>2,000,000.00</u>	Products-Completed Operations Aggregate

- .1** The policy shall be endorsed to have the General Aggregate apply to this Project only.
- .2** Products and Completed Operations insurance shall be maintained for a minimum period of at least
() year(s) after either 90 days following Substantial Completion or final payment, whichever is earlier.
- .3** The Contractual Liability insurance shall include coverage sufficient to meet the obligations in AIA Document A201 under Paragraph 3.18.

8.1.3 Automobile Liability (owned, non-owned and hired vehicles) for bodily injury and property damage:

\$ 1,000,000.00 Each Accident

8.1.4 Other coverage:

(If Umbrella Excess Liability coverage is required over the primary insurance or retention, insert the coverage limits. Commercial General Liability and Automobile Liability limits may be attained by individual policies or by a combination of primary policies and Umbrella and/or Excess Liability policies.)

8.2 INSURANCE REQUIRED OF THE OWNER

During both phases of the Project, the Owner shall purchase and maintain liability and property insurance, including waivers of subrogation, as set forth in Paragraphs 11.2 and 11.3 of AIA Document A201. Such insurance shall be written for not less than the following limits, or greater if required by law:

8.2.1 Property Insurance:

\$ 500.00 Deductible Per Occurrence

\$ 1,000.00 Aggregate Deductible

8.2.2 Boiler and Machinery insurance with a limit of:

\$ _____

(If not a blanket policy, list the objects to be insured.)

8.3 PERFORMANCE BOND AND PAYMENT BOND

8.3.1 The Construction Manager shall *(Insert "shall" or "shall not")* furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Construction Manager's usual source and the cost thereof shall be included in the Cost of the Work. The amount of each bond shall be equal to one hundred percent (100 %) of the Contract Sum.

8.3.2 The Construction Manager shall deliver the required bonds to the Owner at least three days before the commencement of any Work at the Project site.

ARTICLE 9

MISCELLANEOUS PROVISIONS

9.1 DISPUTE RESOLUTION FOR THE PRECONSTRUCTION PHASE

9.1.1 Claims, disputes or other matters in question between the parties to this Agreement which arise prior to the commencement of the Construction Phase or which relate solely to the Preconstruction Phase services of the Construction Manager or to the Owner's obligations to the Construction Manager during the Preconstruction Phase, shall be resolved by mediation or by arbitration.

9.1.2 Any mediation conducted pursuant to this Paragraph 9.1 shall be held in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. Any demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

9.1.3 Any claim, dispute or other matter in question not resolved by mediation 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.

9.1.4 Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration may be made concurrently with a demand for mediation and shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

9.1.5 No arbitration arising out of or relating to the Contract Documents shall include, by consolidation or joinder or in any other manner, the Architect, the Architect's employees or consultants, except by written consent containing specific reference to the Agreement and signed by the Architect, Owner, Construction Manager and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the Owner, Construction Manager, a separate contractor as described in Article 6 of AIA Document A201 and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the Owner or Construction Manager or a separate contractor as described in Article 6 of AIA Document A201 shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute agreement to arbitration of a dispute not described in such consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional per-

son or entity duly consented to by parties to this Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

9.1.6 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.

9.2 DISPUTE RESOLUTION FOR THE CONSTRUCTION PHASE

9.2.1 Any other claim, dispute or other matter in question arising out of or related to this Agreement or breach thereof shall be settled in accordance with Article 4 of AIA Document A201, except that in addition to and prior to arbitration, the parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Any mediation arising under this Paragraph shall be conducted in accordance with the provisions of Subparagraphs 9.1.2 and 9.1.3.

9.3 OTHER PROVISIONS

9.3.1 Unless otherwise noted, the terms used in this Agreement shall have the same meaning as those in the 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction.

9.3.2 EXTENT OF CONTRACT

This Contract, which includes this Agreement and the other documents incorporated herein by reference, represents the entire and integrated agreement between the Owner and Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager. If anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

9.3.3 OWNERSHIP AND USE OF DOCUMENTS

The Drawings, Specifications and other documents prepared by the Architect, and copies thereof furnished to the Construction Manager, are for use solely with respect to this Project. They are not to be used by the Construction Manager, Subcontractors, Sub-subcontractors or suppliers on other projects, or for additions to this Project outside the scope of the Work, without the specific written consent of the Owner and Architect. The Construction Manager, Subcontractors, Sub-subcontractors and suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents.

9.3.4 GOVERNING LAW

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

9.3.5 ASSIGNMENT

The Owner and Construction Manager respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

ARTICLE 10

TERMINATION OR SUSPENSION

10.1 TERMINATION PRIOR TO ESTABLISHING GUARANTEED MAXIMUM PRICE

10.1.1 Prior to execution by both parties of Amendment No. 1 establishing the Guaranteed Maximum Price, the Owner may terminate this Contract at any time without cause, and the Construction Manager may terminate this Contract for any of the reasons described in Subparagraph 14.1.1 of AIA Document A201.

10.1.2 If the Owner or Construction Manager terminates this Contract pursuant to this Paragraph 10.1 prior to commencement of the Construction Phase, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of notice of termination; provided, however, that the compensation for such services shall not exceed the compensation set forth in Subparagraph 4.1.1.

10.1.3 If the Owner or Construction Manager terminates this Contract pursuant to this Paragraph 10.1 after commencement of the Construction Phase, the Construction Manager shall, in addition to the compensation provided in Subparagraph 10.1.2, be paid an amount calculated as follows:

- .1** Take the Cost of the Work incurred by the Construction Manager.
- .2** Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Paragraph 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Paragraph, an amount which bears the same ratio to that fixed-sum Fee as the Cost of Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion.
- .3** Subtract the aggregate of previous payments made by the Owner on account of the Construction Phase.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Clause 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

Subcontracts, purchase orders and rental agreements entered into by the Construction Manager with the Owner's written approval prior to the execution of Amendment No. 1 shall contain provisions permitting assignment to the Owner as described above. If the Owner accepts such assignment, the Owner shall reimburse or indemnify the Construction Manager with respect to all costs arising under the subcontract, purchase order or rental agreement except those which would not have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner elects not to accept the assignment of any subcontract, purchase order or rental agreement which would have constituted a Cost of the Work had this agreement not been terminated, the Con-

struction Manager shall terminate such subcontract, purchase order or rental agreement and the Owner shall pay the Construction Manager the costs necessarily incurred by the Construction Manager by reason of such termination.

10.2 TERMINATION SUBSEQUENT TO ESTABLISHING GUARANTEED MAXIMUM PRICE

Subsequent to execution by both parties of Amendment No. 1, the Contract may be terminated as provided in Article 14 of AIA Document A201.

10.2.1 In the event of such termination by the Owner, the amount payable to the Construction Manager pursuant to Subparagraph 14.1.2 of AIA Document A201 shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to Subparagraphs 10.1.2 and 10.1.3 of this Agreement.

10.2.2 In the event of such termination by the Construction Manager, the amount to be paid to the Construction Manager

under Subparagraph 14.1.2 of AIA Document A201 shall not exceed the amount the Construction Manager would be entitled to receive under Subparagraphs 10.1.2 or 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, including a reasonable estimate of the Cost of the Work for Work not actually completed.

10.3 SUSPENSION

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201; in such case, the Guaranteed Maximum Price, if established, shall be increased as provided in Subparagraph 14.3.2 of AIA Document A201 except that the term "cost of performance of the Contract" in that Subparagraph shall be understood to mean the Cost of the Work and the term "profit" shall be understood to mean the Construction Manager's Fee as described in Subparagraphs 5.1.1 and 5.3.4 of this Agreement.

ARTICLE 11

OTHER CONDITIONS AND SERVICES

6.1.2.4.1 Multiple of 1.52 of direct employee expense

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

OWNER: Ex-Officio Clerk

CONSTRUCTION MANAGER: THE AUCHTER COMPANY

By: John A. Crawford

By: W. H. Glass, Jr.

W. H. Glass, Jr., President

Date: March 24, 1997

Date: 3/25/97

ATTEST: [Signature]

ATTEST: [Signature]

V.P.

Approved as to form by County Attorney



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.

AMENDMENT NO. 1 TO AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER

Pursuant to Paragraph 2.2 of the Agreement, dated _____ between _____
(Owner) and _____ (Construction
Manager), for _____ (the Project), the Owner and Construction Manager
establish a Guaranteed Maximum Price and Contract Time for the Work as set forth below.

ARTICLE I
GUARANTEED MAXIMUM PRICE

The Construction Manager's Guaranteed Maximum Price for the Work, including the estimated Cost of the Work as defined in Article 6 and the Construction Manager's Fee as defined in Article 5, is

Dollars (\$) _____).

This Price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Amendment and marked Exhibits A through F, as follows:

Exhibit A Drawings, Specifications, addenda and General, Supplementary and other Conditions of the Contract on

which the Guaranteed Maximum Price is based, pages _____ through _____, dated _____.

Exhibit B Allowance items, pages _____ through _____, dated _____.

Exhibit C Assumptions and clarifications made in preparing the Guaranteed Maximum Price, pages _____

through _____, dated _____.

Exhibit D Completion schedule, pages _____ through _____, dated _____.

Exhibit E Alternate prices, pages _____ through _____, dated _____.

Exhibit F Unit prices, pages _____ through _____, dated _____.

ARTICLE II
CONTRACT TIME

The date of Substantial Completion established by this Amendment is:

OWNER:

CONSTRUCTION MANAGER:

By: _____

By: _____

Date: _____

Date: _____

ATTEST: _____

ATTEST: _____



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.

**NASSAU COUNTY COURTHOUSE ADDITION & RENOVATION PROJECT
THE AUCHTER COMPANY
PRECONSTRUCTION SERVICES**

18-Mar-97

PERSONNEL	APRIL	MAY	TOTAL WEEKS	RATE/WK	TOTAL COST
Proj. Exec. Tom Butler	20% 0.87	20% 0.87	1.74	\$1,800	\$3,132
Proj. Exec. Brad Glass	20% 0.87	20% 0.87	1.74	\$1,525	\$2,654
Proj. Man. Marv Grieve	100% 4.33	100% 4.33	8.66	\$1,250	\$10,825
Est. David Smith	0% 0	100% 4.33	4.33	\$925	\$4,005
Proj. Eng. Bob Hervey	46% 2	100% 4.33	6.33	\$950	\$6,014
Sec. Beth Naipavel	46% 2	100% 4.33	6.33	\$500	\$3,165
TOTAL LABOR					\$29,795
LABOR BURDEN 52%					\$15,493
SUBTOTAL					\$45,288
PRECONSTRUCTION FEE 15%					\$6,793
* BID DOCUMENTS					\$7,500
* ANCILLARY EQUIPMENT & SUPPLIES					\$1,500
TOTAL PRECONSTRUCTION COST					\$61,081

- * BID DOCUMENTS, ANCILLARY EQUIPMENT & SUPPLIES WILL BE
REIMBURSED AT ACTUAL COST OF WORK TO A MAXIMUM OF \$9,000.

9.1.2 & 9.2.1 DISPUTE RESOLUTION AGREEMENT

In the event that the Parties to the Agreement cannot agree to a resolution of a claim(s), dispute(s) or other matter(s) in question between them, arising out of or relating to this Agreement or breach thereof, then the Parties shall consent to mediation prior to litigation. Mediation shall be accomplished by a mediator from an approved list of the Florida Supreme Court and chosen by mutual agreement of the parties.

Mediation shall take place in Nassau County at a location chosen by Owner. Costs of mediation shall be the sole expense of the Contractor. If a claim, dispute or other matter cannot be settled through mediation, the parties may proceed to litigation and the prevailing party therein shall be entitled to recover from the non-prevailing party all costs, expenses and reasonable attorney's fees which may be incurred on account of such dispute.

Continental Insurance Corp.
2110 Herchel St.

JACKSONVILLE FL 32204

COMPANIES AFFORDING COVERAGE

IMPORTERS LTD CO

United States (b) (6)

Health Insurance Co (AEC)

a

Aucher Company, The
W H Clegg Company
P. O. Box 1193
Jacksonville
Fl. 322011193

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.

33	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)
34				
35				
36				
37				
38				
39				
40				
41				
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				
61				
62				
63				
64				
65				
66				
67				
68				
69				
70				
71				
72				
73				
74				
75				
76				
77				
78				
79				
80				
81				
82				
83				
84				
85				
86				
87				
88				
89				
90				
91				
92				
93				
94				
95				
96				
97				
98				
99				
100				

GENERAL LIABILITY	X
COMMERCIAL GENERAL LIABILITY	

CLAIMS MADE	✓	OCUR
OWNERS & CONTRACTORS PROT		

[illegible]

ANY AUTO	<input checked="" type="checkbox"/>
AUTOMOBILE LIABILITY	<input type="checkbox"/>

SOLVING THE	<input checked="" type="checkbox"/>
SCHEDULED AUTOS	<input type="checkbox"/>
SOLVING THE	<input type="checkbox"/>

NON-OWNED ALIENS	X
COLON TERRIT	

	CARAGE LIABILITY

ANY ALTD	
----------	--

EXPRESS MAIL

UNBELTA FORM	X
OTHER THAN UNBELTA FORM	

WORKERS COMPENSATION AND
EMPLOYERS LIABILITY

OFFER		
THE FOLLOWING PARTNERS/EXECUTIVE OFFICERS ARE		
1	INT.	EXT.

1997

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLE	

Li: Nassar

SECTION THREE

For information only

[illegible]

Post-It® Fax Note 7671

CONFIDENTIAL

RECEIVED MAR 26 1997 *ny*



THE AUCHTER COMPANY

March 25, 1997

Mr. Walt Gossett
Nassau County Coordinator
Nassau County
Board of County Commissioners
P. O. Box 1010
Fernandina Beach FL 32035-1010

RE: Nassau County Courthouse Addition and Renovation Project

Dear Mr. Gossett:

As discussed, we are pleased to furnish two (2) fully executed copies of AIA A121/CMc and AGC Document 565 - Standard Form of Agreement between Owner and Construction Manager where the Construction Manager is also the Constructor.

The Auchter Company is very pleased the Nassau Board of County Commissioners have approved these contract terms and look forward to a project that meets or exceeds all expectations.

Very truly yours,
THE AUCHTER COMPANY

W. H. Glass, Jr., PE
President

WHGjr/bn
Attachments

cc: Mr. S. B. Glass
Mr. M. L. Grieve, Jr.
File

Experience Is Our Foundation • Incorporated 1929



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

Nick Deonas
John A. Crawford
Pete Cooper
Chris Kirkland
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

JOSEPH M. "Chip" OXLEY, JR.
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

April 8, 1997

Mr. W. H. Glass, Jr., PE, President
The Auchter Company
Post Office Box 1193
Jacksonville, FL 32201-1193

Re: Nassau County Courthouse Addition and Renovation Project

Dear Mr. Glass:

Enclosed is a fully executed contract for the Nassau County Courthouse project as approved by the Board of County Commissioners on March 24, 1997.

We look forward to working with your firm on this project, and if we may be of any assistance, please let us know.

Sincerely,

J. M. "Chip" Oxley, Jr.
Ex-Officio Clerk

jmg

Enclosure

(904) 225-2610 Board Room; 321-5703, 879-1029, (800) 958-3496

An Affirmative Action / Equal Opportunity Employer

RECEIVED
11/15/99



THE AUCHTER COMPANY

November 10, 1999

Mr. Walter Gossett
Nassau County Coordinator
3163 Bailey Road
Fernandina Beach, FL 32034

Re: Nassau County Courthouse Phase I Selective Demolition
Notice to Proceed

Dear Walt,

I am returning an executed copy of your Notice to Proceed for the referenced project. Don Walsingham will be our superintendent on this project. Don will begin work on Thursday, November 11, 1999, by videotaping the present condition of the site. Don will make arrangements with Daniel Salmon for access to the building. The electrical subcontractor will be scheduled to install the temporary electrical power and lighting prior to the start of demolition.

I will keep you informed as to our progress.

Very truly yours,

THE AUCHTER COMPANY

Marvin L. Grieve
Vice President

Cc: File

Experience Is Our Foundation • Incorporated 1929

1021 Oak Street, Jacksonville, FL 32204 • Post Office Box 1193, Jacksonville, FL 32201-1193
(904) 355-3536 • FAX No. (904) 353-0234 • CGC No. 000493

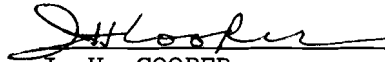
NOTICE TO PROCEED

TO: **THE AUCHTER COMPANY**
1021 OAK STREET
JACKSONVILLE, FLORIDA 32204

Date: November 8, 1999
Project: PHASE I SELECTIVE DEMOLITION
NASSAU COUNTY COURTHOUSE
416 CENTRE STREET
FERNANDINA BEACH, FLORIDA

You are hereby notified to commence work in accordance with the scope of services for the project referenced above, approved by the Board of County Commissioners of Nassau County, Florida in Regular Session of November 8, 1999. The work shall be completed within the time frame set forth in the attached letter from The Auchter Company. The guaranteed maximum price for the completion of the Phase I selective demolition for the Historic Nassau County Courthouse is \$236,393.00.

NASSAU COUNTY, FLORIDA


J. H. COOPER
Its: Chairman

ACCEPTANCE OF NOTICE

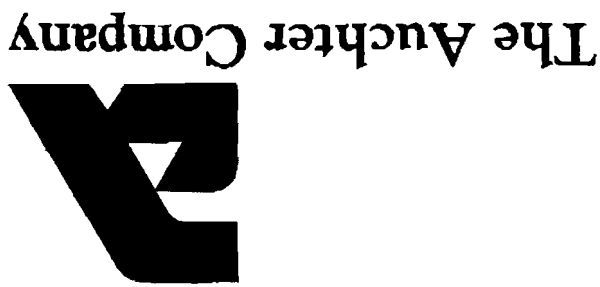
Receipt of the above Notice to Proceed is hereby acknowledged:

By: MARVIN L. GRIEVE this the 10th day of
NOVEMBER, 1999.

By: M. L. G.

Title: VICE - PRESIDENT

OFFICE OF CLERK OF COURTS
NASSAU COUNTY, FLORIDA
1999 DEC - 6 AM 10:36



FACSIMILE TRANSMISSION COVER SHEET

DATE: 12/6/99
FROM: Alan Corliss

Please deliver this facsimile transmission to:

John Bradley

Fax # _____

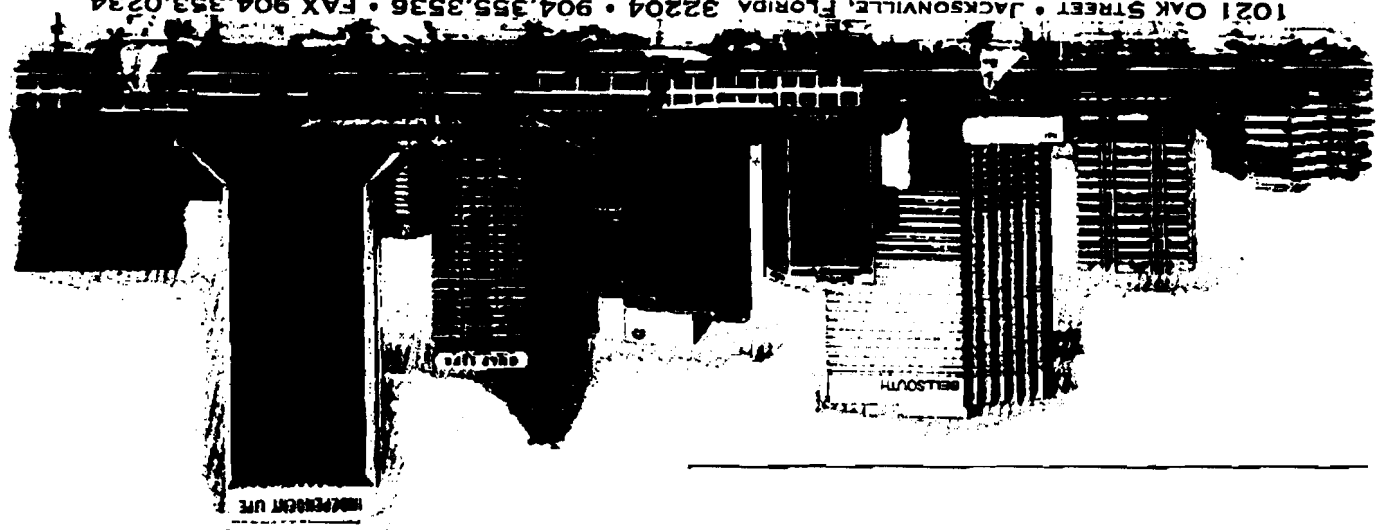
Total number of pages transmitted (including this cover page): _____

If you do not receive all pages, please call the sender, or FAX a reply, to the sender's attention, and we will re-send.

THANK YOU, THE AUCHTER COMPANY

Comments:

Notice To Receiver



1021 OAK STREET • JACKSONVILLE, FLORIDA 32204 • 904.355.3536 • FAX 904.353.0234



THE AUCHTER COMPANY

November 10, 1999

Mr. Walter Gossett
Nassau County Coordinator
3163 Bailey Road
Fernandina Beach, FL 32034

Re: Nassau County Courthouse Phase I Selective Demolition
Notice to Proceed

Dear Walt,

I am returning an executed copy of your Notice to Proceed for the referenced project. Don Walsingham will be our superintendent on this project. Don will begin work on Thursday, November 11, 1999, by videotaping the present condition of the site. Don will make arrangements with Daniel Salmon for access to the building. The electrical subcontractor will be scheduled to install the temporary electrical power and lighting prior to the start of demolition.

I will keep you informed as to our progress.

Very truly yours,

THE AUCHTER COMPANY

Marvin L. Grieve
Vice President

Cc: File

Experience Is Our Foundation • Incorporated 1929

1021 Oak Street, Jacksonville, FL 32204 • Post Office Box 1193, Jacksonville, FL 32201-1193
(904) 353-3536 • FAX No. (904) 353-0234 • CGC No. 000493

NOTICE TO PROCEED

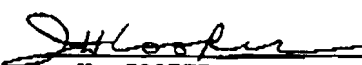
TO: THE AUCHTER COMPANY
1021 OAK STREET
JACKSONVILLE, FLORIDA 32204

Date: November 8, 1999

Project: PHASE I SELECTIVE DEMOLITION
NASSAU COUNTY COURTHOUSE
416 CENTRE STREET
FERNANDINA BEACH, FLORIDA

You are hereby notified to commence work in accordance with the scope of services for the project referenced above, approved by the Board of County Commissioners of Nassau County, Florida in Regular Session of November 8, 1999. The work shall be completed within the time frame set forth in the attached letter from The Auchter Company. The guaranteed maximum price for the completion of the Phase I selective demolition for the Historic Nassau County Courthouse is \$236,393.00.

NASSAU COUNTY, FLORIDA


J. H. COOPER
Its: Chairman

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged:

By: MARVIN L. GRIEVE this the 10th day of
November, 1999.

By:

Title:


Vice - President



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

Nick Deonas
David C. Howard
Pete Cooper
Floyd L. Vanzant
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

JOSEPH M. "Chip" OXLEY, JR.
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

November 9, 1999

Mr. Marv Grieve, Jr.
The Auchter Company
1021 Oak Street
Jacksonville, FL 32204

RE: Phase I Selective Demolition
Nassau County Courthouse

Dear Marv:

Enclosed is the original Notice to Proceed for the above referenced project.

Please have someone from your company execute same and return the original to my office for our files.

Thank you for your assistance in this matter.

Sincerely yours,

J. M. "Chip" Oxley, Jr.
Ex-Officio Clerk

JMO:jb

Enclosure

Amendment No. 1 to Agreement Between Owner and Construction Manager

Pursuant to Paragraph 2.2 of the Agreement, dated March 17, 1997 between Nassau County Board of County Commissioners (Owner) and The Auchter Company (Construction Manager), for Nassau County Courthouse Alterations & Additions (the Project), the Owner and Construction Manager establish a Guaranteed Maximum Price and Contract Time for the Work as set forth below.

ARTICLE I GUARANTEED MAXIMUM PRICE

The Construction Manager's Guaranteed Maximum Price for the Work, including the estimated Cost of the Work as defined in Article 6 and the Construction Manager's Fee as defined in Article 5, is Three Million Nine Hundred-Sixteen Thousand One Hundred Forty-Nine Dollars (\$3,916,149).

This Price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Amendment and marked Exhibits A through F, as follows:

Exhibit A Drawings, Specifications, addenda and General, Supplementary and other Conditions of the Contract on which the Guaranteed Maximum Price is based, pages 1 through 8, dated September 11, 2000.

Exhibit B Allowance items, pages 1 through 1, dated October 31, 2000.

Exhibit C Assumptions and clarifications made in preparing the Guaranteed Maximum Price, pages through , dated N/A

Exhibit D Completion schedule, pages through , dated - - - - - To be provided upon establishment of commencement date. Project duration not to exceed fourteen (14) months from receipt of Notice of Commencement or permit; whichever is later, to substantial completion.

Exhibit E Alternate prices, pages through , dated None Noted.

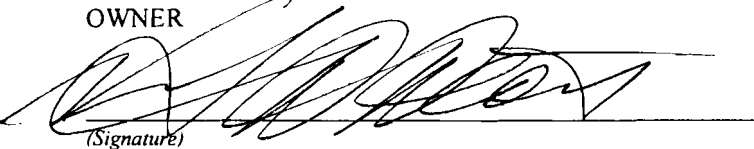
Exhibit F Unit prices, pages through , dated None Noted.

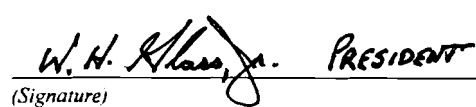
ARTICLE II CONTRACT TIME

The date of Substantial Completion established by this Amendment is: To Be Determined.

OWNER

CONSTRUCTION MANAGER


(Signature)


(Signature)

Nassau County Board of County Commissioners


(Printed Name and Title)

(Printed Name and Title)

Nick D. Deonas
Chairman

W. H. GLASS, JR.

ATTEST:


J. M. "CHIEF" OXLEY, JR.
EX-OFFICIO CLERK

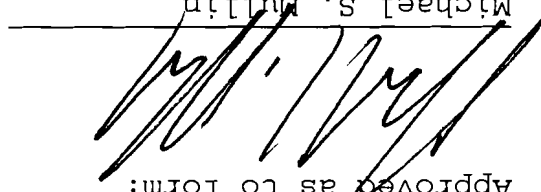
Approved as to form:

Michael S. Mullin
County Attorney

EXHIBIT "A"

**NASSAU COUNTY COURTHOUSE – ALTERATIONS & RESTORATION
PROJECT DOCUMENTS PART I
LISTING OF DRAWINGS DATED SEPTEMBER 11, 2000**

CIVIL

G-1	Legends, Abbreviations. General Notes & Index to Drawings
G-2	Existing Site Survey
D-1	Demolition Site Plan
C-1	Location Site Plan
C-2	Grading & Drainage Plan
C-3	Paving & Drainage Details
C-4	Turbidity Control Details

ARCHITECTURAL

AS-1	Architectural Site Plan
AS-2	Architectural Site Details
SD-1	First & Second Floor Selective Demolition
SD-2	Exterior Elevations – Selective Demolition
A-1	First & Second Floor Plans
A-2	Partial Second Floor, Attic Plans & Miscellaneous Details
A-3	Roof Plan & Details
A-4	Building Elevations
A-5	Building Elevations
A-6	Building Sections
A-7	Wall Sections - South Annex Wall
A-8	Wall Sections - North Annex Wall
A-9	Door & Window Schedule & Details
A-10	Finish Schedule & Miscellaneous Details
A-11	First & Second Floor Reflected Ceiling Plans
A-12	Enlarged Plans
A-13	Stair & Elevator Plans & Details
A-14	Restroom & Millwork Elevations
A-15	Millwork Sections
A-16	Window Details
A-17	Door Details

EXHIBIT "A"

ARCHITECTURAL CONTINUED

A-18	Roof & Wall Details
A-19	Floor Finish Plans
A-20	Curtail Wall & Miscellaneous Details
LS-1	First & Second Floor Life Safety Plans

STRUCTURAL

S-1	Floor/Foundation/Plan & Second Floor Plan
S-2	Roof Framing Plan & High Roof & Attic Framing Plan
S-3	Typical Slab On Grade & Foundation Details
S-4	Sections & Details
S-5	Sections & Details
S-6	Stair Section
S-7	Stair & Elevator Section
S-8	Sections
S-9	General Notes
S-10	General Notes

MECHANICAL

M-1	HVAC First Floor Plan
M-2	HVAC Second Floor Plan
M-3	HVAC Attic Floor Plan
M-4	HVAC Schedules, Legend & Details

PLUMBING

P-1	Legends, Schedules & Details
P-2	First Floor Plumbing Plan
P-3	Second Floor Plumbing Plan
P-4	Attic & Roof Plumbing Plans
P-5	Enlarged Plumbing Plan
P-6	Enlarged plumbing Plan

FIRE PROTECTION

FP-1	First Floor Fire Protection Plan
FP-2	Second Floor Fire Protection Plan

EXHIBIT "A"

ELECTRICAL

E-0	Electrical Site Plan
E-1	First Floor Electrical Plans
E-2	Second Floor Electrical Plans
E-3	Attic Electrical Plans
E-4	Legends, Risers & Schedules
E-5	Panel Schedules

END OF DRAWINGS

EXHIBIT "A"

NASSAU COUNTY COURTHOUSE – ALTERATIONS & RESTORATION

PROJECT DOCUMENTS – PART II

SPECIFICATIONS DATED SEPTEMBER 11, 2000

Division 1 – General Requirements

<u>DIVISION</u>	<u>TITLE</u>
01010	Summary of Work
01026	Unit Prices
01027	Application For Payment
01030	Alternates
01035	Modification Procedures
01040	Coordination
01045	Cutting & Patching
01200	Project Meetings
01300	Submittals
01400	Quality Control
01500	Construction Facilities & Temporary Controls
01600	Materials & Equipment
01631	Product Substitutions
01700	Execution Requirements
01720	Project Record Drawings
01740	Warranties & Bonds

DIVISION 2 – SITE CONSTRUCTION

<u>DIVISION</u>	<u>TITLE</u>
02000	Soil Boring Report
02049	Demolition & Abandonment
02070	Selective Demolition
02203	Site Preparation
02204	Excavation & Backfill
02230	Stabilized Subgrade
02361	Termite Control
02390	Soil Improvement by Injection of Cement Grout
02515	Unit Pavers
02630	Concrete Curb & Gutters
02631	Sidewalks & Driveways
02635	Replacement of Pavement, Walks & Driveways
02665	Limerock Base Course
02684	Type S-1 Asphaltic Concrete
02784	Finish Grading, Seeding & Sodding

EXHIBIT "A"

DIVISION 3 - CONCRETE

<u>DIVISION</u>	<u>TITLE</u>
03100	Concrete Formwork
03200	Concrete Reinforcement
03300	Cast In-Place Concrete
03450	Architectural Precast Concrete - Plant Cast

DIVISION 4 - MASONRY

<u>DIVISION</u>	<u>TITLE</u>
04200	Unit Masonry
04901	Masonry Restoration & Cleaning
04902	Stone Restoration & Cleaning

DIVISION 5 - STRUCTURAL STEEL MISCELLANEOUS METALS

<u>DIVISION</u>	<u>TITLE</u>
05120	Structural Steel
05310	Steel Deck
05400	Cold Formed Metal Framing
05500	Metal Fabrications
05720	Ornamental Handrails & Railings

DIVISION 6 - WOOD & PLASTICS

<u>DIVISION</u>	<u>TITLE</u>
06100	Rough Carpentry
06192	Prefabricated Wood Trusses
06402	Interior Architectural Woodwork

DIVISION 7 - THERMAL & MOISTURE PROTECTION

<u>DIVISION</u>	<u>TITLE</u>
07115	Bituminous Dampproofing
07140	Metal-Oxide Waterproofing
07210	Building Insulation
07411	Manufactured Roof Panels
07525	Hybrid Modified Bituminous Sheet Roofing

EXHIBIT "A"

DIVISION 7 - THERMAL & MOISTURE PROTECTION CONTINUED

<u>DIVISION</u>	<u>TITLE</u>
07620	Sheet Metal Flashing & Trim
07920	Joint Sealants

DIVISION 8 - DOORS & WINDOWS

<u>DIVISION</u>	<u>TITLE</u>
08111	Steel Doors & Frames
08211	Flush Wood Doors
08212	Stile & Rail Wood Doors
08305	Access Doors
08410	Aluminum Entrances & Storefronts
08520	Aluminum Windows
08550	Wood Windows
08710	Door Hardware
08800	Glazing
08920	Glazed Aluminum Curtain Walls

DIVISION 9 - FINISHES

<u>DIVISION</u>	<u>TITLE</u>
09220	Portland Cement Plaster
09255	Gypsum Board Assemblies
09265	Gypsum Board Shaft-Wall Assemblies
09300	Tile
09511	Acoustical Panel Ceilings
09550	Metal Panel Ceilings
09651	Resilient Floor Tile
09678	Resilient Wall Base & Accessories
09772	Carpet
09800	Special Coatings
09900	Painting
09950	Wall Coverings

EXHIBIT "A"

DIVISION 10 - SPECIALTIES

<u>DIVISION</u>	<u>TITLE</u>
10425	Signs
10522	Fire Extinguishers, Cabinets & Accessories
10801	Toilet & Bath Accessories

DIVISION 11 - NOT USED

DIVISION 12 - FURNISHINGS

<u>DIVISION</u>	<u>TITLE</u>
12500	Window Treatment

DIVISION 13 - NOT USED

DIVISION 14 - CONVEYING SYSTEMS

<u>DIVISION</u>	<u>TITLE</u>
14220	Wheelchair Lift
14240	Hydraulic Elevator

DIVISION 15 - MECHANICAL

<u>DIVISION</u>	<u>TITLE</u>
15300	Fire Protection
15400	Plumbing
15500	HVAC

DIVISION 16 - ELECTRICAL

<u>DIVISION</u>	<u>TITLE</u>
16000	Electrical
16760	Audio Visual Systems
16780	Security, Access, CCTV Building Screening

END OF SPECIFICATIONS

EXHIBIT "A"

NASSAU COUNTY COURTHOUSE – ALTERATIONS & RESTORATION

PROJECT DOCUMENTS PART III

MISCELLANEOUS

Letter from PQH Architects to The Auchter Company Dated October 17, 2000 (attached)

October 17, 2000

Jack Belt
The Auchter Company
1021 Oak Street
Jacksonville, FL 32204

Re: Nassau County Courthouse

Dear Jack:

Please provide the following revisions to Spec Section 09800-9, Exterior Coating Schedule:

Wood: Change Coal Tar Epoxy system to read as follows:

"Prime Coat: 1 coat Exterior Acrylic Primer

Design Basis: ICI # 2000-1200 Dulux Exterior Acrylic Primer.

First and Second Coats: Exterior Acrylic Semi-Gloss

Design Basis: ICI # 2406 - XXXX Dulux Exterior Acrylic Semi-Gloss"

Color Design Basis: ICI # 211 Brickdust 50YR 25/142

Ferrous Metal: Change Coal Tar Epoxy system to read as follows:

" Prime Coat: 1 coat Rust Penetrating Metal Primer

Design Basis: ICI # 4130-6130 Devshield Rust Penetrating Metal Primer.

Fist and Second Coats: Exterior Alkyd Semi-Gloss

Design Basis: ICI # 2516-XXXX Ultra-Hide Alkyd Semi-Gloss"

Color Design Basis: Ben Moore Chrome Green, Ext. Ready-Mixed.

Clarification: Existing historic wood doors, windows, stairs and trim are shown to be "Restored". The intent of the restoration is to remove all coatings to bare wood, repair, sand smooth and apply the new finishes to match existing in the colors requested.

Jack Belt
October 17, 2000
Page 2

All window sash, wood doors and other wood items capable of being removed should be removed and stripped using a methylene chloride based stripper and an acidic afterwash to neutralize the stripper. Design Basis: Prosoco, Fast Acting Stripper. Contractor can submit alternate products for approval. Caustic soda based strippers such as sodium hydroxide tend to destroy the naturally acid cellulose base of the wood fibers and will not be approved. No alkaline type strippers.

All wood which cannot be removed should be stripped in place using same procedures. After stripping and drying, all wood should be repaired, sanded smooth and new finishes applied.

Should you have any questions, please do not hesitate to call this office.

Sincerely,

A handwritten signature in black ink that reads "W. Robert Stasiewicz" followed by a stylized flourish or initials.

W. Robert Stasiewicz
Project Manager

cc:	Jack D'Amato	Nassau County
	Chip Oxley	Nassau County
	Walt Gossett	Nassau County
	Chuck Parker	ICI Paints
	Tommy Cochran	T.C. Cochran Painting

WRS/wmm:nassaultr.1017

EXHIBIT "B"

Allowance 1	Pavement Repair	\$15,060
Allowance 2	Site Water	\$9,500
Allowance 3	Sewer	\$12,500
Allowance 4	Storm	\$17,500
Allowance 5	Signage (Exterior)	\$1,200
	Landscape &	
Allowance 6	Irrigation	\$38,000
Allowance 7	Site Lighting	\$35,000
Allowance 8	Courtroom Benches	\$30,000
Allowance 9	Wheel Chair Lift	\$28,700

10:45:11 Upon the recommendation of the Project Manager, it was moved by Commissioner Marshall, seconded by Commissioner Vanzant and unanimously carried to approve and authorize the Chairman to sign Amendment No. 1 to the agreement between Nassau County and The Auchter Company for the Alterations and Restoration to the Historic Courthouse. The Guaranteed Maximum Price submitted by Auchter is \$3,916,149 based on 100% plans.

10:48:00 Upon the recommendation of the County Coordinator, it was moved by Commissioner Marshall, seconded by Commissioner Vanzant and unanimously carried to identify the budget source for Amendment No. 1 to the Auchter contract for Alterations and Restoration to the Historic Courthouse from Debt Service Reserve for the difference of up to \$619,602.

10:50 The County Coordinator requested the Sheriff to investigate the possibility of renaming Harts Road to Stevens Memorial Road, as requested by the Stevens family. Sheriff Geiger will survey property owners in the area.

10:53:10 Considering the working conditions of his Staff, Sheriff Geiger requested the Board address the status of the Sheriff's administration building. Following much discussion, the Sheriff will provide his staffing requirements and maximum operational costs to the County



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

Nick Deonas
David C. Howard
Vickie Samus
Floyd L. Vanzant
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

November 21, 2000

JOSEPH M. "Chip" OXLEY, JR.
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

Mr. W.H. Glass, Jr., President
The Auchter Company
P.O. Box 1193
Jacksonville, FL 32201-1193

Dear Mr. Glass:

The Nassau County Board of County Commissioners at their meeting on November 8, 2000 authorized the Chairman to sign Amendment No. 1 to the contract for services. Attached for your records is an executed Amendment No. 1 to the Agreement between Nassau County and The Auchter Company for Alterations and Restoration to the Nassau County Historic Courthouse.

If you should have any questions or need further information please contact my office at any time.

Sincerely,

J.M. "Chip" Oxley, Jr.
Ex-Officio Clerk

/ca

Enclosure

xc: Jack D'Amato, Director of Public Works



Nassau County Public Works

213 Nassau Place
Yulee, FL 32097

Jack D'Amato, Jr., PE
Director of Public Works

MEMORANDUM

TO : Nick Deonas, Chairman

FROM : Jack J. D'Amato, P.E., Public Works Director

DATE : December 7, 2001

SUBJECT : Historic Courthouse Renovation
Security System Bids

Background:

Staff has received a letter to Rob Hoenshel, PQH Architects from The Auchter Company with respect to bids received for the Historic Courthouse Security System. The bids were priced per the plans and specifications prepared by HDR Engineering. The following is the bid tabulations for said system:

Jacksonville Sound	\$192,400.00 + 6.5% TAC Fee	\$204,906.00
SEMCO	203,376.00 + 6.5% TAC Fee	216,595.44
ADT	215,000.00 + 6.5% TAC Fee	228,975.00
Simplex	296,356.00 + 6.5% TAC Fee	315,619.14
ACS	84,043.00 Bid Non-Responsive	

Jack Belt, The Auchter Company has reviewed the bids with HDR Engineering and both concur that Jacksonville Sound is the lowest responsive bidder with a bid amount of \$192,400.00 (see attached letter from The Auchter Company).

Recommendation:

Staff recommends that the Board of County Commissioners approve a change order to The Auchter Company in the amount of \$204,906.00 and identify a funding source for said change order. *Cash Reserve*

APPROVED

DATE 12/12/01 CA

NOTE: no change order provided

FERNANDINA
(904) 491-3606
FAX (904) 491-3611

TOLL FREE
1-800-264-2065 1-800-948-3364

ROAD & BRIDGE
(904) 491-3626 or (904) 845-3610
FAX (904) 845-1230