



Standard Form of Agreement Between Owner and Construction Manager where the Construction Manager is also the Constructor

AIA Document A121/CMc and AGC Document 565 - Electronic Format

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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.

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AGREEMENT

made as of the twenty-fifth day of January in the year of two thousand.

(In words, indicate day, month and year)

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)

Peter R. Brown Construction, Inc.

1535 Killlearn Center Blvd, D-3

Tallahassee, FL 32308

The Project is:

(Name, address and brief description)

Nassau County Jail, Nassau County, Florida

The Architect is:

(Name and address)

Clemons, Rutherford & Associates, Inc.

2027 Thomasville Road

Tallahassee, FL 32312

The Owner and Construction Manager agree as set forth below.

AIA DOCUMENT AIA121/CMC AND AGC DOCUMENT 565 - OWNER-CONSTRUCTION MANAGER AGREEMENT - 1991 EDITION - AIA - COPYRIGHT 1991 - THE AMERICAN INSTITUTE OF THE ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292 - AGC - COPYRIGHT 1991 - THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA, 1957 E STREET, N.W., WASHINGTON, D.C., 20006-5209. WARNING; Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced without violation until the date of expiration as noted below.

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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 recommendations 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 Construction Manager shall prepare a detailed estimate with supporting data for review by the Architect and approval by the Owner. During the preparation of the Construction Documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect and Construction Manager.

2.1.5.4 If any estimate submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and Architect.

2.1.6 SUBCONTRACTORS AND SUPPLIERS

The Construction Manager shall seek to develop subcontractor interest in the Project and shall furnish to the Owner and Architect for their ~~approval information~~ a list of possible subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The ~~Owner Architect~~ will promptly reply in writing to the Construction Manager if the ~~Architect or Owner know of any objection objects~~ to such subcontractor or supplier. The ~~receipt of such list shall not require the Owner or Architect to~~ may investigate the qualifications of proposed subcontractors or suppliers, ~~nor shall it waive the right of the and Owner or Architect may~~ later to object to or reject any proposed subcontractor or supplier.

2.1.7 LONG-LEAD TIME ITEMS

The Construction Manager shall recommend to the Owner and Architect a schedule for procurement of long-lead time items which will constitute part of the Work as required to meet the

Project schedule. If such long-lead time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, all contracts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall expedite the delivery of long-lead time items.

2.1.8 EXTENT OF RESPONSIBILITY

The Construction Manager does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The recommendations and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and the Owner's professional consultants. It is not the Construction Manager's responsibility to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the Construction Manager recognizes that portions of the Drawings and Specifications are at variance therewith, the Construction Manager shall promptly notify the Architect and Owner in writing.

2.1.9 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

The Construction Manager shall comply with applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs.

2.2 GUARANTEED MAXIMUM PRICE PROPOSAL AND CONTRACT TIME

2.2.1 When the Drawings and Specifications are sufficiently complete, the Construction Manager shall propose a Guaranteed Maximum Price, which shall be the sum of the estimated Cost of the Work and the Construction Manager's Fee.

2.2.2 As the Drawings and Specifications may not be finished at the time the Guaranteed Maximum Price proposal is prepared, the Construction Manager shall provide in the Guaranteed Maximum Price for further development of the Drawings and Specifications by the Architect that is consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

2.2.3 The estimated Cost of the Work shall include the Construction Manager's contingency, a sum established by the

Construction Manager for the Construction Manager's exclusive use to cover costs arising under Subparagraph 2.2.2 and other costs which are properly reimbursable as Costs of the Work but not the basis for a Change Order.

2.2.4 BASIS OF GUARANTEED MAXIMUM PRICE

The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include:

- .1 A list of the Drawings and Specifications, including all addenda thereto and the Conditions of the Contract, which were used in preparation of the Guaranteed Maximum Price proposal.
- .2 A list of allowances and a statement of their basis.
- .3 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal to supplement the information contained in the Drawings and Specifications.
- .4 The proposed Guaranteed Maximum Price, including a statement of the estimated cost organized by trade categories, allowances, contingency, and other items and the fee that comprise the Guaranteed Maximum Price.
- .5 The Date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based, and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based.

2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal and the written statement of its basis. In the event that the Owner or Architect discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis or both.

2.2.6 Unless the Owner accepts the Guaranteed Maximum Price proposal in writing on or before the date specified in the proposal for such acceptance and so notifies the Construction Manager, the Guaranteed Maximum Price proposal shall not be effective without written acceptance by the Construction Manager.

2.2.7 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal and issuance

of a Notice to Proceed, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as the Owner may specifically authorize in writing.

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 Owner may object to the subcontractors and no subcontractors may be utilized unless approved by Owner.~~ 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 requirements 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 of the material or substance reported by the Construction Manager and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Construction Manager and Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Construction Manager and Architect have no reasonable objection.

**ARTICLE 3
OWNER'S RESPONSIBILITIES**

3.1 INFORMATION AND SERVICES

3.1.1 The Owner shall provide full information in a timely manner regarding the requirements of the Project, including a program which sets forth the Owner's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

3.1.2 The Owner, upon written request from the Construction Manager, shall furnish evidence of Project financing prior to the start of the Construction Phase and from time to time thereafter as the Construction Manager may request. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the Work.

3.1.3 The Owner shall establish and update an overall budget for the Project, based on consultation with the Construction Manager and Architect, which shall include contingencies for changes in the Work and other costs which are the responsibility of the Owner.

3.1.4 STRUCTURAL AND ENVIRONMENTAL TESTS, SURVEYS AND REPORTS

In the Preconstruction Phase, the Owner shall furnish the following with reasonable promptness and at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy of any such information, reports, surveys, drawings and tests described in Clauses 3.1.4.1 through 3.1.4.4, except to the extent that the Construction Manager knows of any inaccuracy:

3.1.4.1 Reports, surveys, drawings and tests concerning the conditions of the site which are required by law.

3.1.4.2 Surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a project benchmark.

3.1.4.3 The services of geotechnical engineers when such services are requested by the Construction Manager. Such

services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

3.1.4.4 Structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports which are required by law.

3.1.4.5 The services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Construction Manager.

3.2 OWNER'S DESIGNATED REPRESENTATIVE

The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. This representative shall have the authority to make decisions on behalf of the Owner concerning estimates and schedules, construction budgets, and changes in the Work, and shall render such decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager.

3.3 ARCHITECT

The Owner shall retain an Architect to provide the Basic Services, including normal structural, mechanical and electrical engineering services, other than cost estimating services, described in the edition of AIA Document B141 current as of the date of this Agreement. The Owner shall authorize and cause the Architect to provide those Additional Services described in AIA Document B141 requested by the Construction Manager which must necessarily be provided by the Architect for the Preconstruction and Construction Phases of the Work. Such services shall be provided in accordance with time schedules agreed to by the Owner, Architect and Construction Manager. Upon request of the Construction Manager, the Owner shall furnish to the Construction Manager a copy of the Owner's Agreement with the Architect, from which compensation provisions may be deleted.

3.4 LEGAL REQUIREMENTS

The Owner shall determine and advise the Architect and Construction Manager of any special legal requirements relating specifically to the Project which differ from those generally applicable to construction in the jurisdiction of the Project. The Owner shall furnish such legal services as are necessary to provide the information and services required under Paragraph 3.1.

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 for the Not-to-exceed allowance price of twenty four thousand dollars (\$24,000) for reimbursement for reproduction of plans and specifications as well as shipping and mailing of the same.

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

Insert A: Ninety (90) days

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 forty five (45) 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.)

* forty five days contractually, however attached payment schedule 4.2.2.1 reflects the anticipated approval and payment cycle.

(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 and 1/4% for the first \$8,500,000 of the G.M.P and 5 and 3/4% of the cost above \$8,500,000 to the final GMP established in Amendment number 1.

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 not participate in any savings.

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.

Insert B: Project Executive - 8 hours per week.

Insert C: Project Engineer - 20 hours per week.

Insert D: Project Secretary - 8 hours per week.

- 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.)

- 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 and with the Owner's agreement.

- 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 and with the consent of the Owner.

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. Costs shall be agreed upon by Owner.

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 and agreed to by Owner.
- .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 subject to Owner's approval.

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

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Documents.

- .6 Data processing costs related to the Work and agreed to by Owner.
- .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 with the Owner's approval.

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. All accounting and financial records for this Contract shall be subject to audit by the Clerk of Court or his designee.

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:

* 45 days from submission by CM contractually however payment schedule 4.2.2.1 reflect the anticipated approval and payment cycle.

7.1.3 Provided an Application for Payment is received by the Architect not later than the twenty-fifth (25th) day of a month, the Owner shall make payment to the Construction Manager not later than the fifteenth (15th) day of the following 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 forty five (45)* 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 including ~~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 and approved 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:

<u>Employers' Liability each accident</u>	<u>\$500,000</u>
<u>Employers' Liability disease policy limit</u>	<u>\$500,000</u>
<u>Employers' liability each employee</u>	<u>\$500,000</u>

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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)

\$ 1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$ 1,000,000 Personal and Advertising Injury
\$ 1,000,000 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 1 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 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 Deductible Per Occurrence
\$1,000 Aggregate Deductible

8.2.2 Boiler and Machinery insurance with a limit of: N/A

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

\$

8.3 PERFORMANCE BOND AND PAYMENT BOND

8.3.1 The Construction Manager *(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 percent () 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. Any dispute arising under this contract, which is not disposed of by agreement, shall be decided by a mediator, who shall reduce~~

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his/her decision to writing and furnish a copy to both parties. Claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen from the Supreme Court approved list of mediators in the Fourth Judicial Circuit and the Cost of mediation shall be borne by the Consultant/Contractor. The decision of the mediator shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith or not supported by substantial evidence.

~~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 person 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. Any dispute arising under this contract, which is not disposed of by agreement, shall be decided by a mediator, who shall reduce his/her decision to writing and furnish a copy to both parties. Claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen from the Supreme Court approved list of mediators in the Fourth Judicial Circuit and the Cost of mediation shall be borne by the Consultant/Contractor. The decision of the mediator shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith or not supported by substantial evidence.~~

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 Construction 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

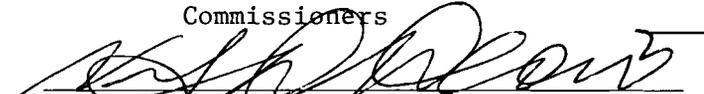
The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201; in such case, the Guaranteed Maximum Price, if established, shall be increased as provided in Subparagraph 14.3.2 of AIA Document A201 except that the term "cost of performance of the Contract" in that Subparagraph 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 1.50 of direct employee expense
- 9.1.2 and 9.2.1 Attached dispute resolution agreement, one page
- 6.3.1.1 Attached direct purchasing procedure, one page

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

OWNER - Nassau County Board of County Commissioners

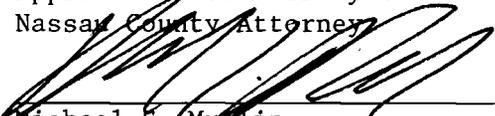

(Signature) Nick D. Deonas, Chairman

(Printed Name and Title)

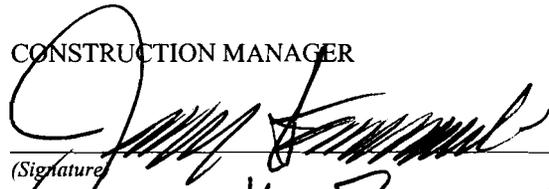
ATTEST:


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

Approved as to Form by the Nassau County Attorney


Michael S. Mullin

CONSTRUCTION MANAGER


(Signature)
EXECUTIVE VICE PRESIDENT

(Printed Name and Title)

Peter R. Brown Construction, Inc.

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 Nassau County Board of County
Commissioners

CONSTRUCTION MANAGER

(Signature) Nick D. Deonas, Chairman

(Signature)

(Printed Name and Title)

(Printed Name and Title)

ADDENDUM NO. 1 TO AGREEMENT
BETWEEN
PETER R. BROWN CONSTRUCTION, INC.
AND
BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY, FLORIDA

WHEREAS, Peter R. Brown Construction, Inc., and the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, entered into an agreement on January 25, 2000; and

WHEREAS, in accordance with said contract, Peter R. Brown Construction, Inc., shall serve as Construction Manager for the Nassau County Jail project; and

WHEREAS, the Board of County Commissioners finds it necessary to amend said contract to include additional language in the contract.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) on this 12th day of June, 2000 the parties agree as follows:

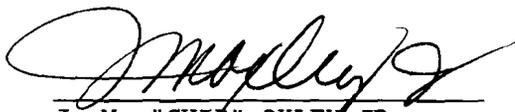
1. The jail is to be constructed in such a manner that it is expandable.
2. The construction manager shall not bid on any subcontracting job unless authorized by the Owner's representative.
3. The Owner's representative shall be responsible for coordinating the project.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



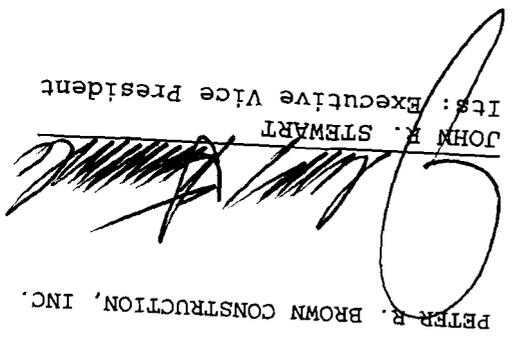
NICK D. DEONAS
Its: Chairman

ATTEST:

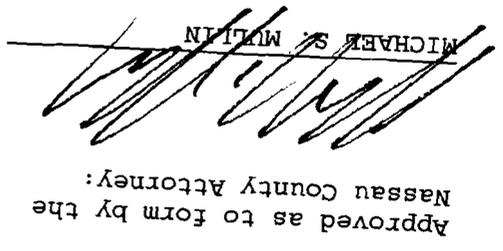


J. M. "CHIP" OXLEY JR.
Ex-Officio Clerk

PETER R. BROWN CONSTRUCTION, INC.
 JOHN R. STEWART
 Its: Executive Vice President



Approved as to form by the
 Nassau County Attorney:
 MICHAEL S. MILLIN



CHANGE ORDER

AIA DOCUMENT G701

OWNER **XX**
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

PROJECT: Nassau County Jail
 (name, address) 24100 William Burgess Blvd.
 Yulee, FL

CHANGE ORDER NUMBER: 001
 DATE: December 13, 2000

TO CONTRACTOR:
 (name, address)

ARCHITECT'S PROJECT NO:
 CONTRACT DATE: January 25, 2000

Peter R. Brown Construction, Inc.
 1535 Killearn Ctr. Blvd. D-3
 Tallahassee, FL 32308

CONTRACT FOR: Construction Management

The Contract is changed as follows:

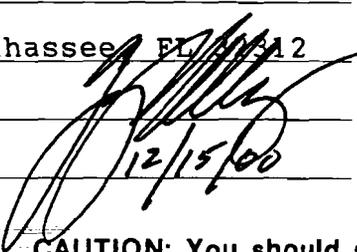
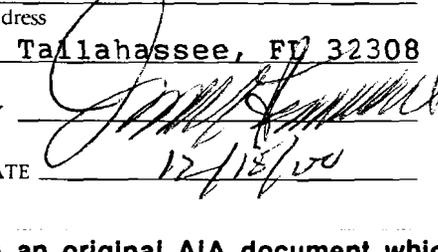
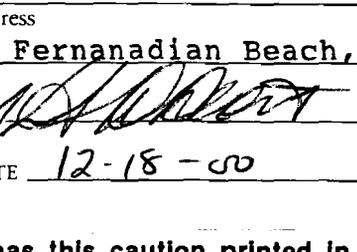
Amend Project Guaranteed Maximum Price (GMP) for savings achieved by the Construction Manager (CM) during the Bid Phase.

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

The original ~~(Contract Sum)~~ (Guaranteed Maximum Price) was \$ 10,329,053.00
 Net change by previously authorized Change Orders \$ 0.00
 The ~~(Contract Sum)~~ (Guaranteed Maximum Price) prior to this Change Order was \$ 10,329,053.00
 The ~~(Contract Sum)~~ (Guaranteed Maximum Price) will be ~~(increased)~~ decreased) ~~(XXXXXX)~~
~~(XXXXXX)~~ by this Change Order in the amount of \$ (500,000.00)
 The new ~~(Contract Sum)~~ (Guaranteed Maximum Price) including this Change Order will be .. \$ 9,829,053.00

The Contract Time will be ~~(unchanged)~~ ~~(XXXXXX)~~ (unchanged) by (0) days.
 The date of Substantial Completion as of the date of this Change Order therefore is **14 months from date of commencement**

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

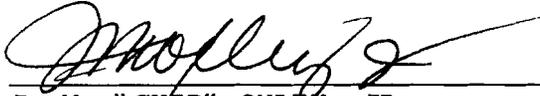
Clemons, Rutherford & Assoc.	Peter R. Brown Const., Inc.	Nassau County BOCC
ARCHITECT	CONTRACTOR	OWNER
2720 Thomasville Road	1535 Killearn Ctr. Blvd.	P.O. Box 1010
Address	Address	Address
Tallahassee, FL 32312	Tallahassee, FL 32308	Fernandian Beach, FL 32301
BY 	BY 	BY 
DATE 12/15/00	DATE 12/18/00	DATE 12-18-00



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.

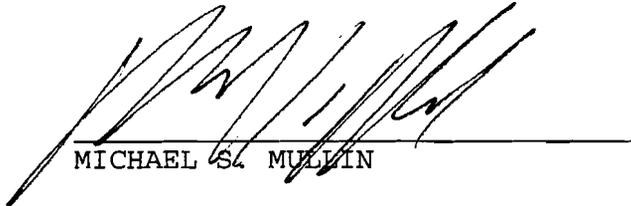
Board of County Commissioners
Nassau County, Florida

ATTEST:



J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:



MICHAEL S. MULLIN

Peter R. Brown Construction, Inc.

1535 Killlearn Center Blvd
Suite D-3
Tallahassee, FL 32308

Phone: 850-668-4498
Fax: 850-668-6790

TRANSMITTAL

No. 00003

PROJECT: Nassau County Jail

DATE: 12/15/00

PROJECT NO: CRA96020

TO: Nassau County Board of County Comm.
2290 State Road 200
Fernandina Beach, FL 32034

REF: Owner CO#2

ATTN: Jack D'Amato

PHONE: 904-491-3610

FAX: 904-491-3611

WE ARE SENDING:	SUBMITTED FOR:	ACTION TAKEN:
<input type="checkbox"/> Shop Drawings	<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Approved as Submitted
<input type="checkbox"/> Letter	<input type="checkbox"/> Your Use	<input type="checkbox"/> Approved as Noted
<input type="checkbox"/> Prints	<input checked="" type="checkbox"/> As Requested	<input type="checkbox"/> Returned After Loan
<input type="checkbox"/> Change Order	<input type="checkbox"/> Review and Comment	<input type="checkbox"/> Resubmit
<input type="checkbox"/> Plans		<input type="checkbox"/> Submit
<input type="checkbox"/> Samples	SENT VIA:	<input type="checkbox"/> Returned
<input type="checkbox"/> Specifications	<input checked="" type="checkbox"/> Attached	<input type="checkbox"/> Returned for Corrections
<input type="checkbox"/> Other:	<input type="checkbox"/> Separate Cover Via:	<input type="checkbox"/> Due Date:

ITEM NO.	COPIES	DATE	ITEM NUMBER	REV. NO.	DESCRIPTION	STATUS
1	3	12/13/00			Owner Change Order #1.	

Remarks: Please sign and return one copy. Keep the other two (2) copies for your record. Thank You Debbie

CC:

Signed: _____

Rick Perran

Amendment No. 1 to Agreement Between Owner and Construction Manager

Pursuant to Paragraph 2.2 of the Agreement, dated January 25, 2000 between Nassau County Board of County Commissioners (Owner) and Peter R. Brown Construction, Inc. (Construction Manager), for Nassau County Jail (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 ten million three hundred twenty-nine thousand fifty-three Dollars (\$10,329,053).

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 3, dated October 26, 2000.
- Exhibit B Allowance items, pages n/a through n/a, dated (per attached exhibit 'C').
- Exhibit C Assumptions and clarifications made in preparing the Guaranteed Maximum Price, pages 1 through 3, dated November 10, 2000.
- Exhibit D Completion schedule, pages n/a through n/a, dated (per attached exhibit 'C').
- Exhibit E Alternate prices, pages n/a through n/a, dated (per attached exhibit 'C').
- Exhibit F Unit prices, pages n/a through n/a, dated (per attached exhibit 'C').

ARTICLE II CONTRACT TIME

The date of Substantial Completion established by this Amendment is:

OWNER

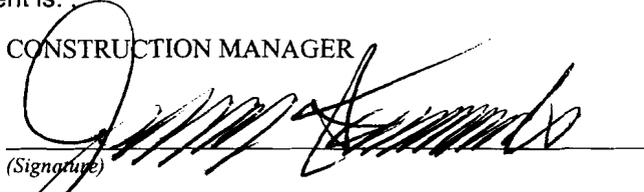

(Signature)

Nick D. Deonas, Chairman
Board of County Commissioners, Nassau County
(Printed Name and Title)

Attest:

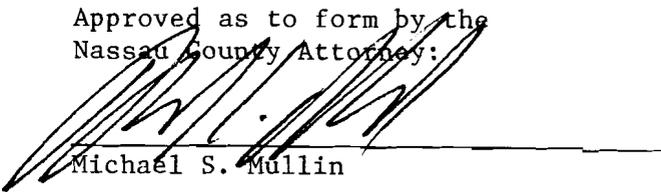

J. M. "Chip" Oxley, Jr.
Ex-Officio Clerk

CONSTRUCTION MANAGER


(Signature)

John R. Stewart, Executive Vice President
(Printed Name and Title)

Approved as to form by the
Nassau County Attorney:


Michael S. Mullin

AIA DOCUMENT A1A121/CMC AND AGC DOCUMENT 565 - OWNER-CONSTRUCTION MANAGER AGREEMENT - 1991 EDITION - AIA - COPYRIGHT 1991 - THE AMERICAN INSTITUTE OF THE ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292 - AGC - COPYRIGHT 1991 - THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA, 1957 E STREET, N.W., WASHINGTON, D.C., 20006-5209. WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced without violation until the date of expiration as noted below.

Electronic Format A121/CMc-1991

User Document: A121CMC.CON -- 11/10/2000. AIA License Number 112497, which expires on 3/29/2001 -- Page #19

**Nassau County Jail
Peter R. Brown Construction, Inc.
Exhibit "A" List of Documents
October 26, 2000**

1. Plans prepared by Clemons, Rutherford & Associates, Inc. as follows:

<u>Sheet</u>	<u>Date</u>	<u>Sheet</u>	<u>Date</u>
T 1	10/20/00	P 0.1	10/20/00
T 2	10/20/00	P 1.1	10/20/00
AS 0.1	10/20/00	P 1.2	10/20/00
AS 1.1	10/20/00	P 1.3	10/20/00
LS 1.1	10/20/00	P 2.1	10/20/00
A 1.1	10/20/00	P 2.2	10/20/00
A 1.2	10/20/00	F 0.1	10/20/00
A 1.3	10/20/00	F 1.1	10/20/00
A 1.4	10/20/00	F 1.2	10/20/00
A 1.5	10/20/00	F 1.3	10/20/00
A 1.6	10/20/00	E 0.1	10/20/00
A 2.1	10/20/00	E 1.1	10/20/00
A 3.1	10/20/00	E 1.2	10/20/00
A 4.1	10/20/00	E 1.3	10/20/00
A 5.1	10/20/00	E 2.1	10/20/00
A 5.2	10/20/00	E 2.2	10/20/00
A 5.3	10/20/00	E 2.3	10/20/00
A 5.4	10/20/00	E 2.4	10/20/00
A 5.5	10/20/00	E 3.1	10/20/00
A 5.6	10/20/00	E 3.2	10/20/00
A 6.1	10/20/00	E 3.3	10/20/00
A 6.2	10/20/00	E 4.1	10/20/00
A 6.3	10/20/00	Security	
A 7.1	10/20/00	1	10/6/00
A 7.2	9/22/00	2	10/6/00
A 7.3	10/20/00	3	10/6/00
A 8.1	10/20/00	4	10/6/00
A 9.1	10/20/00	5	10/6/00
A 10.1	10/20/00	6	10/6/00
A 10.2	10/20/00	7	10/6/00
A 10.3	10/20/00	8	10/6/00
S 1	10/20/00	9	10/6/00
S 1A	10/20/00	10	10/6/00
S 2	10/20/00		
S 3	10/20/00		
S 3A	10/20/00		
S 3B	10/20/00		
S 4	10/20/00		
U 1.1	10/20/00		
M 0.1	10/20/00		
M 1.1	10/20/00		
M 1.2	10/20/00		
M 1.3	10/20/00		
M 2.1	10/20/00		
M 3.1	10/20/00		

2. Project Manual prepared by Clemons, Rutherford & Associates, Inc. as follows:

<u>Section</u>	<u>Date</u>	<u>Section</u>	<u>Date</u>	<u>Section</u>	<u>Date</u>
01010	10/20/00	11197	10/20/00	10990	10/20/00
01027	10/20/00	11400	10/20/00	11190	10/20/00
00140	10/20/00	13120	10/20/00	11191	10/20/00
01090	10/20/00	15010	10/19/00	11192	10/20/00
01200	10/20/00	15015	10/19/00	11194	10/20/00
01300	10/20/00	15047	10/19/00	16030	10/18/00
01400	10/20/00	15056	10/19/00	16110	10/18/00
01410	10/20/00	15060	10/19/00	16120	10/19/00
01500	10/20/00	15094	10/19/00	16130	10/18/00
01550	10/20/00	15095	10/19/00	16140	10/18/00
01631	10/20/00	15096	10/19/00	16170	10/18/00
01700	10/20/00	15160	10/19/00	16195	10/19/00
01740	10/20/00	15181	10/19/00	16200	10/19/00
02200	10/20/00	15182	10/19/00	16220	10/18/00
02361	10/20/00	15186	10/19/00	16231	10/18/00
02930	10/20/00	15190	10/19/00	16440	10/18/00
03310	10/20/00	15400	10/19/00	16445	10/18/00
03420	10/20/00	15402	10/23/00	16446	10/18/00
04200	10/20/00	15403	10/19/00	16455	10/18/00
05500	10/20/00	15419	10/19/00	16470	10/18/00
06100	10/20/00	15421	10/19/00	16510	10/19/00
06400	10/20/00	15450	10/18/00	16709	10/18/00
07210	10/20/00	15460	10/23/00	16722	10/19/00
07410	10/20/00	15488	10/18/00	16776	10/19/00
07535	10/20/00	15501	10/18/00	P-101	10/18/00
07600	10/20/00	15705	10/19/00	P-102	10/18/00
07900	10/20/00	15706	10/19/00	P-201,P202	10/18/00
08211	10/20/00	15773	10/19/00	P-301	10/18/00
08330	10/20/00	15816	10/19/00	P-302	10/18/00
08410	10/20/00	15820	10/23/00	P-310	10/18/00
08520	10/20/00	15840	10/19/00	P-311	10/18/00
08710	10/20/00	15867	10/19/00	P-401	10/18/00
08800	10/20/00	15880	10/19/00	P-501	10/18/00
09050	10/20/00	15900	10/19/00	P-503	10/18/00
09250	10/20/00	15910	10/19/00	P-522	10/18/00
09300	10/20/00	15912	10/19/00	P-601	10/18/00
09510	10/20/00	15917	10/19/00	P-602	10/18/00
09650	10/20/00	15922	10/19/00	P-650	10/18/00
09680	10/20/00	15925	10/19/00		
09900	10/20/00	15930	10/19/00		
10160	10/20/00	15935	10/19/00		
10440	10/20/00	15950	10/19/00		
10500	10/20/00	16010	10/18/00		
10522	10/20/00	16015	10/19/00		
10800	10/20/00	16020	10/18/00		

3. Construction Safety Rules by Peter R. Brown Construction, Inc. dated September 2, 2000
4. Schedule of Work, Schedule C Attached
5. Agreement between Nassau County Board of County Commissioners and Peter R. Brown Construction , Inc. dated Jjanuary 25, 2000 and all attachments noted therein

**Nassau County Jail
Peter R. Brown Construction, Inc.
Exhibit "C" GMP Clarifications
November 10, 2000**

General

1. Permit fees, water, sewer, gas, electrical, telephone and other utility connection fees and impact fees are not included.
2. Direct purchase sales tax \$100,000 savings is included.
3. Commencement will occur within ten (10) calendar days following completion of compacted and tested building pad, construction access roads, potable water system, electrical power system and receipt of all permits and approvals, whichever is later.
4. Substantial completion will occur within four hundred twenty (420) calendar days following commencement (Article 2.2.4.5).
5. Builder's risk insurance by owner.

Site

1. Sitework, including, but not limited to, installation and maintenance of temporary or permanent roads, parking and staging areas; maintenance of grades or slopes; stormwater piping, structures, controls and grading; erosion and sediment controls; seeding or sod; utilities or electrical connections more than 5' from building; all paving; dewatering or demucking; traffic signage or handicap access signage signage or markings outside the buildings; overexcavation; site lighting; topsoil or landscaping; tree removal or protection, is not included.
2. Owner to provide all building pads suitably compacted to 98% modified, $\pm 0.10'$ of finish grade.
3. Owner to provide all utilities and stormwater controls, including roof leaders, within 5 feet of the building.
4. ~~Exterior loading dock is not included (AS1.1)-~~ If required, add \$15,000 
5. Concrete dumpster pad and enclosure are not included (AS1.1).
6. Sidewalk under covered entry is included (E/A4.1). Sidewalk at parking is not included (AS1.1). Door stoops are included (A1.1, A1.2).
7. Interior and exterior pipe bollards are included at sallyport (2/AS1.1, A1.1).

Site - Fencing

1. Housing building perimeter fence with concrete apron and recreation yard fence is included (AS1.1). Other site fencing is not included.
2. Ground-mounted razor wire is not included (B,C/A2.1)

Site - Landscaping

1. Sod, seed and mulch are not included (02930). Owner to complete and maintain sod around building prior to painting. Otherwise, if pressure-washing is required, add \$4,000

Site - Electrical

1. Pole-mounted lights are not included (AS1.1).

Concrete

1. Standard structural systems including concrete, hollow-core concrete, masonry, steel and roofing are included as detailed on previous Ware County (GA) jail, Washington County (FL) jail and Dooly County (GA) jail projects by Clemons, Rutherford & Associates.

Insulation

1. Substitute un-faced insulation in lieu of vinyl faced (07210, 2.01, 2.02).
2. Chicken wire insulation support is not included (07210, 3.02, B, 5).

Roofing

1. Substitute concrete splash blocks (F, L, A/A-4.1) in lieu of underground collection system (B/A4.1).
2. Substitute manufacturers standard roof warranty (07410, 1.03).
3. Modified bitumen roofing is not included (07535).

Gypsum

1. Substitute gypsum head wall (Type-7/A3.1) in lieu of full-height masonry (J/A3.1; F/S-2)
2. Gypsum board is not included at walls 2 and 7/A3.1.

Acoustical

1. Acoustical wall panels are not shown or included.
2. Substitute acoustical ceiling (09050) in lieu of metal acoustical panels (A6.1).

Flooring

1. Substitute painted base in lieu of resilient base in rooms A158 through A168 (09050).
2. Substitute resilient base in lieu of painted base in room A120 (09050).
3. Substitute quarry tile in lieu of exposed metal panels in cooler A138 (09050).

Specialties

1. File cabinets, desks, chairs, domestic washers and dryers, window treatments and other furniture, fixtures and equipment are not included.
2. Flagpole is not shown or included.
3. Lockers are not included (10500).
4. Duplicate fire extinguishers and cabinets are not included at A154, A147, A136, A135, and 241 (LS1.1).
5. Mop and broom holders are included in rooms A139 (A1.1) and 165 (A1.2).
6. Staff showers are not shown or included (A5.1).
7. Substitute standard shower curtain rod (10800) in lieu of "security" (A5.1, not available).
8. Substitute integral framed detention mirrors (11197, 2.02, L) in lieu of handicapped (A5.1).
9. Corner guards are not shown or included (10990, 2.01).
10. One walk-thru metal detector is included (A1.1)

Fire Sprinkler

1. Water supply connection stubbed-out 5' from building (9/U1.1). Site-side work is not included.

Plumbing

1. Water supply and sanitary sewer connections stubbed-out 5' from building (7, 8/U1.1). Site-side work is not included.
2. Domestic or fire water pressure reducer or booster pump is not included.
3. Gas connection stubbed-out to building-mounted regulator by owner (13/U1.1). Site-side work or concrete pad is not included.
4. Floor drain at sallyport (P1.1) stubbed-out 5' from building. Storm drainage system and oil separator are not shown or included.
5. Floor drains are not shown or included in Outdoor Recreation 154 (P1.2).

Electrical

1. Transformer, installation and utility fees are not included (3/U1.1). Concrete transformer pad is included (A/U1.1). Secondary conductors are included (12/U1.1).
2. Communications conduits stubbed-out 5' from building (6, 10/U1.1). Site-side work is not included.

NOTICE TO PROCEED

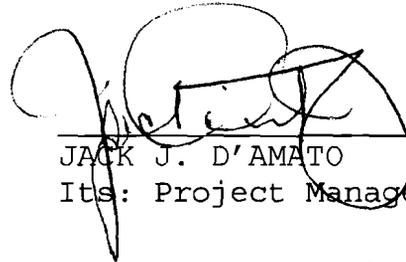
RECEIVED
DEC 28 2000
BY:

TO: PETER R. BROWN CONSTRUCTION, INC.
1535 KILLEARN CENTER BOULEVARD, D-3
TALLAHASSEE, FL 32308

PROJECT:
NASSAU COUNTY JAIL
CONSTRUCTION MANAGEMENT

As previously indicated pursuant to the Standard Form of Agreement between Owner (Nassau County) and Construction Manager (Peter R. Brown Construction, Inc.) dated January 25, 2000, you are hereby authorized to proceed with the scope of work to provide construction management/construction services pursuant to the Agreement.

NASSAU COUNTY, FLORIDA

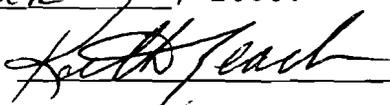


JACK J. D'AMATO
Its: Project Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed ^{↗ Dated January 3, 2001} is hereby acknowledged:

By: Peter R. Brown Construction this the 28th day of DECEMBER, 2000.

By: 
Title: Director of Operations

Performance Bond Public Construction

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of contractor)

Peter R. Brown Construction, Inc., 1535 Killearn Ctr Blvd Ste D3, Tallahassee FL 32308 Ph: (850)668-4498

as Principal, hereinafter called Contractor, and,

(Here insert full name and address or legal title of Surety)

Safeco Insurance Company of America, Safeco Plaza, Seattle WA 98185 Ph:(206)545-5000

as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

Nassau County Board of County Commissioners, P O Box 1010, Fernandina Beach FL 32035 Ph: (904)491-3610

as Obligee, hereinafter called Owner, in the amount of

Ten Million Three Hundred Twenty-Nine Thousand Fifty Three Dollars (\$10,329,053),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated **January 25, 2000**, entered into a contract with Owner for

(Here insert full name, address and description of project)

Nassau County Jail - LEGAL DESCRIPTION: a parcel of land situated in section 7, township 2 north, range 27 east, Nassau County, 24100 William Burgess Blvd, Yulee FL 32097

accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

Clemons, Rutherford & Associates, Inc., 2027 Thomasville Rd, Tallahassee FL 32312

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

PERFORMANCE BOND

Public Construction

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligation thereunder, the Surety may promptly remedy the default, or shall promptly

2) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its term and conditions, and upon determination by Surety of the lowest responsible bidder, or if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults

under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Contractor. Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 22nd day of Dec, 2000.

[Signature]
 (Witness)

[Signature]
 (Witness)

[Signature]
 (Principal)
 Peter R. Brown Construction, Inc.

[Signature]
 (Surety)
 Safeco Insurance Company of America

[Signature]
 (Title) Par E. W. ...
 Attorney-in-fact and Florida Licensed Resident Agent

Labor and Material Payment Bond

Public Construction

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE
OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of contractor)

Peter R. Brown Construction, Inc., 1535 Killearn Ctr Blvd Ste D3, Tallahassee FL 32308 Ph: (850)668-4498

as Principal, hereinafter called Contractor, and,

(Here insert full name and address or legal title of Surety)

Safeco Insurance Company of America, Safeco Plaza, Seattle WA 98185 Ph: (206)545-5000

as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

Nassau County Board of County Commissioners, P O Box 1010, Fernandina Beach FL 32035 Ph: (904)491-3610

as Obligee, hereinafter called Owner, in the amount of

Ten Million Three Hundred Twenty Nine Thousand Fifty Three Dollars (\$10,329,053),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated **January 25, 2000**, entered into a contract with Owner for
(Here insert full name, address and description of project)

Nassau County Jail - LEGAL DESCRIPTION: a parcel of land situated in section 7, township 2 north, range 27 east, Nassau County, 24100 William Burgess Blvd, Yulee FL 32097

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

Clemons, Rutherford & Associates, Inc., 2027 Thomasville Rd, Tallahassee FL 32312

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

Public Construction

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. Claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

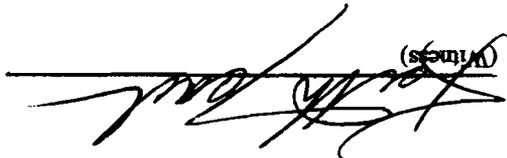
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

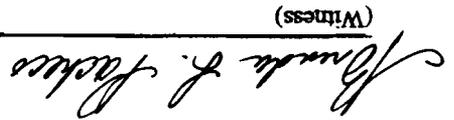
3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial reference:

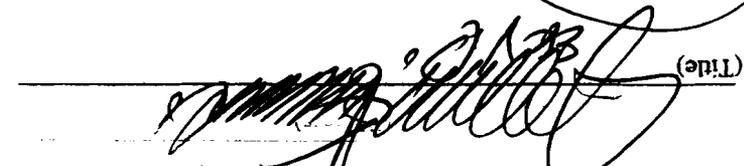
This bond is amended so that the provisions and limitations of Section 255.05, Florida Statutes, is incorporated herein by reference.

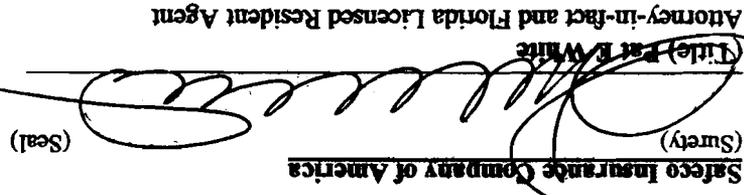
Signed and sealed this 22nd day of Dec, 2000.


(Witness)


(Witness)


(Principal)
Peter R. Brown Construction, Inc.


(Title)
Safeeco Insurance Company of America
(Surety)


(Title) Paul R. White
Attorney-in-fact and Florida Licensed Resident Agent
(Seal)



R.A. PIERSON, SECRETARY

R.A. Pierson

_____ day of _____ 1999

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation
I, R.A. Pierson, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.
The provisions of Article V, Section 13 of the By-Laws, and
(i) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(ii) Certifying that said power-of-attorney appointment is in full force and effect,
the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof.

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:
Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed to purpose by the officer in charge of safety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate title with authority on behalf of the company to execute or evidence such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall be necessary to the validity of any such instrument or undertaking.
Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

CERTIFICATE

R.A. PIERSON, SECRETARY

R.A. Pierson

W. RANDALL STODDARD, PRESIDENT

W. Randall Stoddard

_____ day of February 1999

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character in the course of its business, and to bind the respective company thereby.

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint
JAMES M. MOORE; E.J. OMARA; PETER A. THOMPSON; PAT E. WHITE; EILEEN C. HEARD; Tampa, Florida

KNOW ALL BY THESE PRESENTS:

No. 7447



CHANGE ORDER APPROVAL FORM

PROJECT: Nassau County Jail Facility

CHANGE ORDER NUMBER: 02

DATE: September 5, 2001

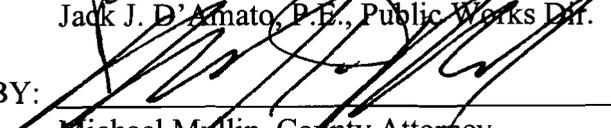
CONTRACT NUMBER: N/A

TO CONTRACTOR: Peter R. Brown Construction, Inc.

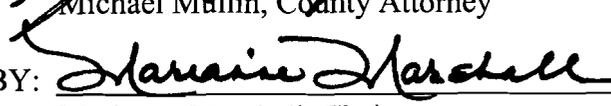
Original Contract Sum.....	\$	<u>10,329,053.00</u>
Net Change by Previous Change Order.....	\$	<u>(500,000.00)</u>
Contract Sum Prior to This Change Order.....	\$	<u>9,829,053.00</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>(312,966.53)</u>
New Contract Sum Including this Change Order.....	\$	<u>9,516,086.47</u>

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

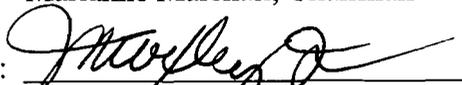
DATE: 9.12.01

APPROVED BY: 
Michael Mullin, County Attorney

DATE: 9-12-01

APPROVED BY: 
Marianne Marshall, Chairman

DATE: 9-12-01

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

DATE: 9-12-01

Change Order

OWNER	[x]
ARCHITECT	[]
CONTRACTOR	[x]
FIELD	[]
OTHER	[]

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PROJECT:

(name, address)

Nassau County Jail

CHANGE ORDER NUMBER: Two (2)

DATE: August 3, 2001

ARCHITECT'S PROJECT NO: 96020

CONTRACT DATE: January 25, 2000

CONTRACT FOR: Construction Management

TO CONTRACTOR:

(name, address)

Peter R. Brown Construction, Inc.
1535 Killearn Center Blvd., D-3
Tallahassee, Florida 32309

The Contract is changed as follows:

Direct payment by Owner: 1) Ameristeel -\$48,350.00; 2) Graybar Electric Co. -\$34,000.54; 3) Hajoca Corp. -\$21,913.75; 4) Hajoca Corp. -\$6,323.24; 5) Hanson Pipe & Product, Inc. -\$8,054.00; 6) Nicholas J. Bouras, Inc. -\$22,000.00; 7) American Buildings Co. -\$172,325.00; Total -\$312,966.53

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

The original (Contract Sum) (Guaranteed maximum Price) was	\$	<u>10,329,053.00</u>
Net change by previously authorized Change Orders	\$	<u><500,000.00></u>
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	<u>9,829,053.00</u>
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$	<u><312,966.53></u>
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	<u>9,516,086.47</u>

The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by () days.

The Date of Substantial Completion as of the date of this Change Order therefore is March 3, 2002

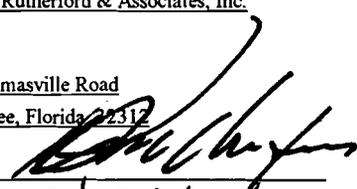
NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed maximum Price which have been authorized by Construction Change Directive.

ARCHITECT

Clemons, Rutherford & Associates, Inc.

Address

2027 Thomasville Road
Tallahassee, Florida 32312

BY: 

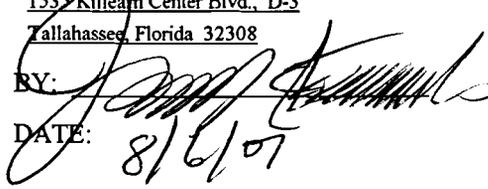
DATE: 8/06/01

CONTRACTOR

Peter R. Brown Construction, Inc.

Address

1535 Killearn Center Blvd., D-3
Tallahassee, Florida 32308

BY: 

DATE: 8/6/01

OWNER

Nassau County Board of County Commissioners

Address

P. O. Box 1010
Vulce, Florida 32034

BY: 

DATE: 9/12/01

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Purchase order & worksheet numbers for DPO

Purchase Order #01-514 Worksheet #1	\$ 48,350.00
Purchase Order #01-542 Worksheet #3	\$ 34,000.54
Purchase Order #01-545 Worksheet #5	\$ 21,913.75
Purchase Order #01-544 Worksheet #6	\$ 6,323.24
Purchase Order #01-656 Worksheet #12	\$ 8,054.00
Purchase Order #01-768 Worksheet # 17	\$ 22,000.00
Purchase Order #01-774 Worksheet #18	\$ 172,325.00
TOTAL:	\$ 312,966.53

Nassua County Jail

OWNER DIRECT PURCHASE VOUCHER

DATE: 07/16/01

P.O. NUMBER	DATE	VENDOR	AMOUNT	SUBCONTRACTOR	
01-514	10-Nov-00	Ameristeel	\$48,350.00	PRBC	
INVOICE NUMBER	DATE	VENDOR	AMOUNT	PREVIOUSLY PAID	AMOUNT TO BE PAID
2212095314	14-Feb-01	Ameristeel	\$5,894.68	\$5,894.68	\$0.00
2212095400	23-Feb-01	Ameristeel	\$8,245.43	\$8,245.43	\$0.00
2212095433	26-Feb-01	Ameristeel	\$7,801.51	\$7,801.51	\$0.00
2212095409	26-Feb-01	Ameristeel	\$8,614.31	\$8,614.31	\$0.00
2212095470	28-Feb-01	Ameristeel	\$14,644.07	\$14,644.07	\$0.00
2212095598	12-Mar-01	Ameristeel	\$3,150.00	\$3,150.00	\$0.00
					\$0.00
					\$0.00
TOTALS			\$48,350.00	\$48,350.00	\$0.00
Balance			\$0.00		

Peter R. Brown Construction

APPROVAL TO PAY..... \$0.00

Subcontractor

Project Manager

Nassua County Jail

OWNER DIRECT PURCHASE VOUCHER

DATE: 07/16/01

P.O. NUMBER	DATE	VENDOR	AMOUNT	SUBCONTRACTOR	
01-774	12-Apr-01	Am. Bldgs. Co.	\$172,325.00	Sperry	
INVOICE NUMBER	DATE	VENDOR	AMOUNT	PREVIOUSLY PAID	AMOUNT TO BE PAID
244028	29-Jun-01	Am. Bldgs. Co.	\$172,325.00	\$172,325.00	\$0.00
		Am. Bldgs. Co.			\$0.00
		Am. Bldgs. Co.			\$0.00
		Am. Bldgs. Co.			\$0.00
TOTALS			\$172,325.00	\$172,325.00	\$0.00
Balance			\$0.00		

Peter R. Brown Construction

APPROVAL TO PAY..... \$0.00

Subcontractor

Project Manager

Nassua County Jail

OWNER DIRECT PURCHASE VOUCHER

DATE: 07/16/01

P.O. NUMBER	DATE	VENDOR	AMOUNT	SUBCONTRACTOR	
01-768	25-Jan-01	Nicholas J. Bouras	\$22,000.00	Ind. Steel Fab.	
INVOICE NUMBER	DATE	VENDOR	AMOUNT	PREVIOUSLY PAID	AMOUNT TO BE PAID
06/06/2414	27-Jun-01	Nicholas J. Bouras	\$22,000.00	\$22,000.00	\$0.00
		Nicholas J. Bouras			\$0.00
		Nicholas J. Bouras			\$0.00
		Nicholas J. Bouras			\$0.00
		Nicholas J. Bouras			\$0.00
TOTALS			\$22,000.00	\$22,000.00	\$0.00
Balance			\$0.00		

Peter R. Brown Construction

APPROVAL TO PAY.....

Subcontractor

Project Manager

Change Order

AIA Document G701 - Electronic Format

OWNER []
ARCHITECT []
CONTRACTOR []
FIELD []
OTHER []

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PROJECT:

(name, address)

Nassau County Jail

CHANGE ORDER NUMBER: Three (3)

DATE: October 25, 2001

ARCHITECT'S PROJECT NO: 96020

TO CONTRACTOR:

(name, address)

Peter R. Brown Construction, Inc.
1535 Killearn Center Blvd., D-3
Tallahassee, Florida 32309

CONTRACT DATE: January 25, 2000

CONTRACT FOR: Construction Management

The Contract is changed as follows:

Reduce Contract amount due to cost savings as of this stage of construction not encountering unknown conditions such as the need to dewater site and structure being 80% +/- complete - see attached Change Order Request #6 dated 10/22/01

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

The original (Contract Sum) (Guaranteed maximum Price) was	\$	<u>10,329,053.00</u>
Net change by previously authorized Change Orders	\$	<u><812,966.53></u>
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	<u>9,516,086.47</u>
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased)		
(unchanged) by this Change Order in the amount of	\$	<u><400,000.00></u>
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	<u>9,116,086.47</u>

The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by () days.

The Date of Substantial Completion as of the date of this Change Order therefore is March 3, 2002

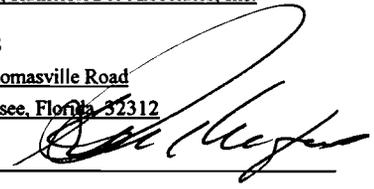
NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed maximum Price which have been authorized by Construction Change Directive.

ARCHITECT

Clemons, Rutherford & Associates, Inc.

Address

2027 Thomasville Road
Tallahassee, Florida 32312

BY: 

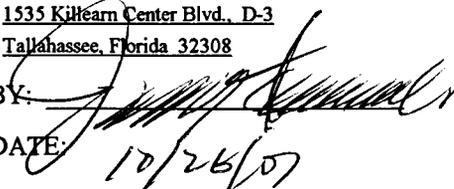
DATE: 10/26/01

CONTRACTOR

Peter R. Brown Construction, Inc.

Address

1535 Killearn Center Blvd., D-3
Tallahassee, Florida 32308

BY: 

DATE: 10/26/01

OWNER

Nassau County Board of County Commissioners

Address

P. O. Box 1010
Yulee, Florida 32034

BY: 

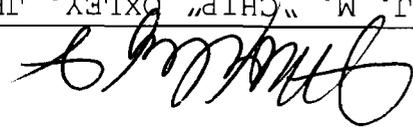
DATE: 11/7/01

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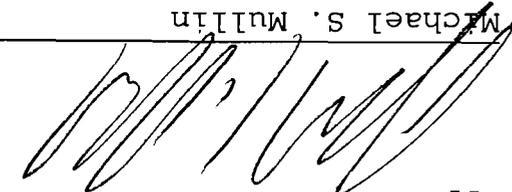
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ATTEST:



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

Approved as to form:


Michael S. Mullin
County Attorney

CHANGE ORDER APPROVAL FORM

PROJECT: New Jail Facility

CHANGE ORDER NUMBER: 04

DATE: September 24, 2002

CONTRACT NUMBER: N/A

TO CONTRACTOR: Peter R. Brown Construction Company, Inc.

Original Contract Sum.....	\$	<u>10,329,053.00</u>
Net Change by Previous Change Order.....	\$	<u>(1,212,966.53)</u>
Contract Sum Prior to This Change Order.....	\$	<u>9,116,086.47</u>

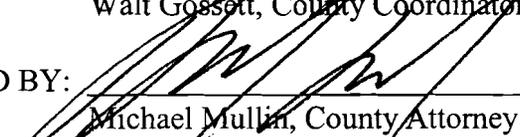
Amount of This Change Order (Add/Deduct)..... \$ 0.00

New Contract Sum Including this Change Order..... \$ 9,116,086.47

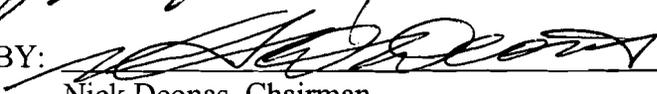
Change Order is for increase in contract time only – Contract increased by 90 days for a Substantial Completion date of June 2, 2002.

APPROVED BY: 
Walt Gossett, County Coordinator

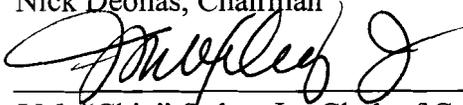
DATE: 10/4/02

APPROVED BY: 
Michael Mullin, County Attorney

DATE: 10/16/02

APPROVED BY: 
Nick Deonas, Chairman

DATE: 9/30/02

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

DATE: 10/04/02

Change Order

PROJECT: Nassau County Jail
(Name and address)

TO CONTRACTOR:
Peter R. Brown Construction, Inc.
1535 Killiearn Center Blvd., D-3
Tallahassee, FL 32309
(Name and address)

CHANGE ORDER NUMBER: Four (4)
DATE: June 14, 2002
ARCHITECT'S PROJECT NUMBER: 96020
CONTRACT DATE: January 25, 2000
CONTRACT FOR: Construction Management

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives.)
Add ninety (90) days to contract time. Time extension due to initial delay of site work per attached Peter Brown Construction letter dated 1-11-01, weather delays, ongoing utility construction, and scope changes including rain leader system, double fence and sanitary sewer additions.

The original (Contract Sum) (Guaranteed Maximum Price) was \$ 10,329,053.00
The net change by previously authorized Change Orders \$ -1,212,966.53
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was \$ 9,116,086.47
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order of \$ 00.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be \$ 9,116,086.47
The Contract Time will be (increased) (decreased) (unchanged) by ninety (90) days.
The date of Substantial Completion as of the date of this Change Order therefore is June 2, 2002

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive for which the cost or time are in dispute as described in Subparagraph 7.3.8 of AIA Document A201.

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

ARCHITECT (Typed name) Clemons, Rutherford & Associates, Inc. Signature 6/15/02 DATE	CONTRACTOR (Typed name) Peter R. Brown Construction, Inc. Signature 6/19/02 DATE	OWNER (Typed name) Nassau County Board of County Commissioners Signature September 30, 2002 DATE
ARCHITECT (Signature) By	CONTRACTOR (Signature) By	OWNER (Signature) By
ARCHITECT (Typed name) Clemons, Rutherford & Associates, Inc.	CONTRACTOR (Typed name) Peter R. Brown Construction, Inc.	OWNER (Typed name) Nassau County Board of County Commissioners

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AIA DOCUMENT G701-2000
CHANGE ORDER
The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292



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Approved as to form:

Michael S. Mullin
County Attorney
J.M. Chip O'Leary, Jr.
AIA Office Clerk

Peter R. Brown Construction, Inc.

1.04

1535 Killeam Center Blvd
Tallahassee, FL 32308

Phone: 850-668-4498
Fax: 850-668-6790

MKL 

January 11, 2001

Nassau County Board of County Comm.
2290 State Road 200
Fernandina Beach, FL 32034

Attn: Jack D'Amato

Project: Nassau County Jail
Re: Re: Building Pads

Project #: CRA96020
Job #: 82087

Dear Mr. D'Amato:

This letter is address the results of the meeting held at the project building site on Tues. 1-09-00. At that meeting the report from the Soils Engineer was reviewed and discussed. (see attached meeting minutes). Based on the conclusions of this meeting PRBC will be amending the contract start date to reflect the actual date that the building pads are successfully completed, tested and accepted as we cannot mobilize and commence construction until that time. We are currently awaiting the County's response to the Civil Engineer's recommendations. Please feel free to contact me if you have any questions or need additional information.

Sincerely,



Rick Perran
Project Manager

CC: Keith Leach
Dawn Stevenson
Will Rutherford, CRA

File 1.04

Agenda Request For: September 30, 2002

Department: Public Works - Engineering

Fund: 365 Capital Projects – County Complex

Action Requested and Recommended:

Staff requests that the Board approve change order no. 4 to Peter R. Brown in order to extend their contract time by 90 days.

Funding Source: 65235523-562311 Peter Brown Construction

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: N/A

Is this action consistent with the Nassau County Comprehensive Land Use Plan?
Yes

Reviewed By:

Legal:

Finance:

Coordinator:



RECEIVED
COUNTY COORDINATOR'S
OFFICE
02 SEP 24 AM 10:31



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 : Dawn Stevenson, Contract Manager 

DATE : September 20, 2002

SUBJECT : New Jail Facility
Request for Approval of Change Order to Peter R. Brown

Staff has received a change order request from Peter R. Brown Construction, Inc. in order to increase their contract time by 90 days for a revised substantial completion date of June 2, 2002. The increase in contract time is necessary due to the delay in providing water and sewer to the new Jail Facility. Peter R. Brown is asking for a time extension only they are not nor do they intend to request additional General Conditions as a result of this time extension.

Staff respectfully requests that the Board of County Commissioners approve change order request no. 4 as submitted by Peter R. Brown in order to increase their contract time by 90 days and authorize the Chairman to execute the same.

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

MEMORANDUM

TO : Jack D'Amato, P.E., Public Works Director
FROM : Dawn Stevenson, Contract Manager 
DATE : July 2, 2002
SUBJECT : Peter R. Brown Construction Change Order Request

Attached is a change order request from Peter R. Brown Construction received June 27, 2002. The request is for an increase of contract time only. Does this change order have to go before the Board or can you authorize it in house since it does not affect the contract price? Please advise.

If it must go before the Board I would like to place it on the July Capital Projects agenda, if it does not would you please execute all copies and I will route the executed copies accordingly.

cc: Ken Ferrin

RECEIVED
JUL 02 2002

CHANGE ORDER APPROVAL FORM

PROJECT: New Jail Facility

CHANGE ORDER NUMBER: 05

DATE: September 24, 2002

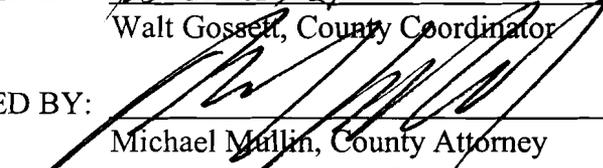
CONTRACT NUMBER: N/A

TO CONTRACTOR: Peter R. Brown Construction Company, Inc.

Original Contract Sum.....	\$	<u>10,329,053.00</u>
Net Change by Previous Change Order.....	\$	<u>(1,212,966.53)</u>
Contract Sum Prior to This Change Order.....	\$	<u>9,116,086.47</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>(1,751,953.61)</u>
New Contract Sum Including this Change Order.....	\$	<u>7,364,132.86</u>

APPROVED BY: 
Walt Gossett, County Coordinator

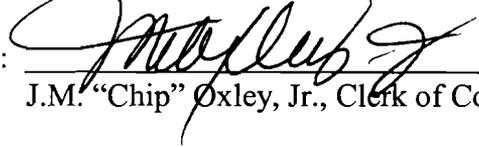
DATE: 10/4/02

APPROVED BY: 
Michael Mullin, County Attorney

DATE: 11/1/02

APPROVED BY: 
Nick Deonas, Chairman

DATE: 9/30/02

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

DATE: 10/04/02

Change order is also for increase in contract time - contract increased by 90 days for a substantial completion date of September 2, 2002.

AIA Document G701- 2000

Change Order

PROJECT:

Nassau County Jail
(Name and address)

CHANGE ORDER NUMBER: Five (5)

DATE: August 7, 2002

ARCHITECT'S PROJECT NUMBER: 96020

CONTRACT DATE: January 25, 2000

CONTRACT FOR: Construction Management

OWNER

ARCHITECT

CONTRACTOR

FIELD

OTHER

TO CONTRACTOR:

(Name and address)

Peter R. Brown Construction, Inc.
1535 Killlearn Center Blvd., D-3
Tallahassee, Florida 32309

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives.)

See attached Peter R. Brown Construction Change Order Request # 1 dated 7/24/02. Add 45 ⁹⁰ days to Contract

AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

Changes made per Rick Perron w/ Peter Brown 9 8/8/02

The original (~~Contract Sum~~) (Guaranteed Maximum Price) was \$ 10,329,053.00

The net change by previously authorized Change Orders \$ -1,212,966.53

The (~~Contract Sum~~) (Guaranteed Maximum Price) prior to this Change Order was \$ 9,116,086.47

The (~~Contract Sum~~) (Guaranteed Maximum Price) will be (~~increased~~) (decreased) (~~unchanged~~) by this Change Order in the amount of \$ -1,751,953.61

The new (~~Contract Sum~~) (Guaranteed Maximum Price) including this Change Order will be \$ 7,364,132.86

The Contract Time will be (increased) (~~decreased~~) (~~unchanged~~) by ninety (90) days.

The date of Substantial Completion as of the date of this Change Order therefore is September 2, 2002

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive for which the cost or time are in dispute as described in Subparagraph 7.3.8 of AIA Document A201.

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



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AIA DOCUMENT G701-2000
CHANGE ORDER
The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

Clemons, Rutherford & Associates, Inc.

Peter R. Brown Construction, Inc.

Nassau County Board of County Commissioners

ARCHITECT (Typed name)

CONTRACTOR (Typed name)

OWNER (Typed name)

(Signature)

(Signature)

(Signature)

BY

BY

BY

8/8/02

8/15/02

Nick D. Deonas

September 30, 2002

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DATE _____ DATE _____ DATE _____

Peter R. Brown Construction, Inc.

1535 Killearn Center Blvd
Suite D-3
Tallahassee, FL 32308

Phone: 850-668-4498
Fax: 850-668-6790

CHANGE ORDER REQUEST
No. 00009

TITLE: Final Change Order

DATE: 8/8/02

PROJECT: Nassau County Jail

JOB: 82087

TO: Attn: Jack D'Amato
Nassau County Board of County Comm.
2290 State Road 200
Fernandina Beach, FL 32097
Phone: 904-491-3610 Fax: 904-491-3611

CONTRACT NO: 82087-C001

RE: COR

To: NASSAUCO

From: PRBC

Number: 00008

Item	Description	Stock#	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	DPO Worksheet #2 PO#01-513 Southdown, Inc.		1.000	LSUM	(\$89,791.43)	0.00%	\$0.00	(\$89,791.43)
00002	DPO Worksheet #4 PO#01-542 CA Owens		1.000	LSUM	(\$836,256.00)	0.00%	\$0.00	(\$836,256.00)
00003	DPO Worksheet #7 PO#01-546 Hughes Supply		1.000	LSUM	(\$103,759.06)	0.00%	\$0.00	(\$103,759.06)
00004	DPO Worksheet #8 PO#01-543 CSR		1.000	LSUM	(\$193,838.61)	0.00%	\$0.00	(\$193,838.61)
00005	DPO Workseet #9 PO#01-574 Hughes Supply		1.000	LSUM	(\$9,237.60)	0.00%	\$0.00	(\$9,237.60)
00006	DPO Worksheet #10 PO#01-575 Carrier North Florida		1.000	LSUM	(\$58,113.00)	0.00%	\$0.00	(\$58,113.00)
00007	DPO Worksheet #11 PO#01-734 Rexel Consolidated		1.000	LSUM	(\$112,500.00)	0.00%	\$0.00	(\$112,500.00)
00008	DPO Worksheet #13 PO#01-696 Construction Materials		1.000	LSUM	(\$20,873.50)	0.00%	\$0.00	(\$20,873.50)
00009	DPO Worksheet #14 PO#01-692 Cash Building Materials		1.000	LSUM	(\$42,690.73)	0.00%	\$0.00	(\$42,690.73)
00010	DPO Worksheet #15 PO#01-759 Tom Barrow Company		1.000	LSUM	(\$108,380.00)	0.00%	\$0.00	(\$108,380.00)
00011	DPO Worksheet #16 PO#01-760 Am. Restaurant Supply		1.000	LSUM	(\$212,900.00)	0.00%	\$0.00	(\$212,900.00)
00012	DPO Worksheet #19 PO#01-606 Elysium Power Solutions		1.000	LSUM	(\$12,638.68)	0.00%	\$0.00	(\$12,638.68)
00013	Surety Bond		1.000	LSUM	(\$68,560.00)	0.00%	\$0.00	(\$68,560.00)

APPROVAL:

By: _____
Rick Perran

By: _____
Jack D'Amato

Date: _____

Date: _____

Peter R. Brown Construction, Inc.

1535 Killeam Center Blvd
Suite D-3
Tallahassee, FL 32308

Phone: 850-668-4498
Fax: 850-668-6790

CHANGE ORDER REQUEST

No. 00009

TITLE: Final Change Order

DATE: 8/8/02

PROJECT: Nassau County Jail

JOB: 82087

TO: Attn: Jack D'Amato
Nassau County Board of County Comm.
2290 State Road 200
Fernandina Beach, FL 32097
Phone: 904-491-3610 Fax: 904-491-3611

CONTRACT NO: 82087-C001

RE: COR

To: NASSAUCO

From: PRBC

Number: 00008

Item	Description	Stock#	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00014	Add items requested by County		1.000	LSUM	\$117,585.00	0.00%	\$0.00	\$117,585.00

Unit Cost: (\$1,751,953.61)

Unit Tax: \$0.00

Lump Sum: \$0.00

Lump Tax: \$0.00

Total: (\$1,751,953.61)

APPROVAL:

By: _____
Rick Perran

By: _____
Jack D'Amato

Date: _____

Date: _____

Purchase order & worksheet numbers for DPO

Purchase Order #01-513 Worksheet #2	\$ 89,791.43
Purchase Order #01-542 Worksheet #4	\$ 836,256.00
Purchase Order #01-546 Worksheet #7	\$ 103,759.06
Purchase Order #01-543 Worksheet #8	\$ 193,838.61
Purchase Order #01-574 Worksheet #9	\$ 9,237.60
Purchase Order #01-575 Worksheet #10	\$ 58,113.00
Purchase Order #01-734 Worksheet #11	\$ 112,500.00
Purchase Order #01-696 Worksheet #13	\$ 20,873.50
Purchase Order #01-692 Worksheet #14	\$ 42,690.73
Purchase Order #01-759 Worksheet #15	\$ 108,380.00
Purchase Order #01-760 Worksheet #16	\$ 212,900.00
Purchase Order #01- Worksheet #19	\$ 12,638.68

TOTAL:

\$1,800,978.61

ADDITIONAL ITEMS REQUESTED

Storage cubbies		
Harwil Fixtures	\$	12,672
Commercial Coatings	\$	3,300
Additional Pony Walls	\$	2,400
Add Cornerguards	\$	1,529
Additional V.C.T.		
Acousti	\$	8,701
Additional Benches & Shelves	\$	10,715
Data Cabling & Wiring		
Regency	\$	24,235
UPS Battery Back-up		
Regency	\$	25,384
Bill Williams	\$	600
Additional Concrete		
Propane tank farm	\$	9,211
Gates @ Fence	\$	1,429
Additional Shelving @ Showers	\$	10,715
Window Tinting	\$	1,025
Additional Cleaning in Admin	\$	3,050
Conduit for Payphone	\$	1,331
Additional Starter	\$	1,288
	\$	117,585

Nassua County Jail

OWNER DIRECT PURCHASE VOUCHER

DATE: 07/19/02

P.O. NUMBER	DATE	VENDOR	AMOUNT	SUBCONTR.	
01-513	6-Feb-01	Southdown, Inc.	\$89,791.43	KINARD	
INVOICE NUMBER	DATE	VENDOR	AMOUNT	PREVIOUSLY PAID	AMOUNT TO BE PAID
2299182	29-Mar-01	Southdown, Inc.	\$10,940.20	\$10,940.20	\$0.00
2300494	3-Apr-01	Southdown, Inc.	\$230.84	\$230.84	\$0.00
2285383	21-Feb-01	Southdown, Inc.	\$1,369.83	\$1,369.83	\$0.00
2286524	23-Feb-01	Southdown, Inc.	\$1,705.83	\$1,705.83	\$0.00
2287749	27-Feb-01	Southdown, Inc.	\$2,838.60	\$2,838.60	\$0.00
2288813	1-Mar-01	Southdown, Inc.	\$3,406.32	\$3,406.32	\$0.00
2289336	2-Mar-01	Southdown, Inc.	\$1,423.16	\$1,423.16	\$0.00
2292046	9-Mar-01	Southdown, Inc.	\$7,660.24	\$7,660.24	\$0.00
2301610	5-Apr-01	Southdown, Inc.	\$118.84	\$118.84	\$0.00
2306377	18-Apr-01	Southdown, Inc.	\$14,095.92	\$14,095.92	\$0.00
2309522	26-Apr-01	Southdown, Inc.	\$399.43	\$399.43	\$0.00
2310088	27-Apr-01	Southdown, Inc.	\$8,204.02	\$8,204.02	\$0.00
2311183	1-May-01	Southdown, Inc.	\$6,808.44	\$6,808.44	\$0.00
2316396	15-May-01	Southdown, Inc.	\$17,211.42	\$17,211.42	\$0.00
2320692	25-May-01	Southdown, Inc.	\$448.41	\$448.41	\$0.00
2320693	25-May-01	Southdown, Inc.	\$2,677.49	\$2,677.49	\$0.00
2322230	31-May-01	Southdown, Inc.	\$1,912.92	\$1,912.92	\$0.00
2324857	7-Jun-01	Southdown, Inc.	\$1,812.92	\$1,812.92	\$0.00
2327281	14-Jun-01	Southdown, Inc.	\$1,533.69	\$1,533.69	\$0.00
2327317	15-Jun-01	Southdown, Inc.	\$1,274.46	\$1,274.46	\$0.00
2329435	20-Jun-01	Southdown, Inc.	\$226.18	\$226.18	\$0.00
2332612	28-Jun-01	Southdown, Inc.	\$1,911.57	\$1,911.57	\$0.00
2334638	3-Jul-01	Southdown, Inc.	\$1,580.70	\$1,580.70	\$0.00
		Southdown, Inc.			\$0.00
		Southdown, Inc.			\$0.00
TOTALS			\$89,791.43	\$89,791.43	\$0.00
Balance			\$0.00		

Peter R. Brown Construction
 APPROVAL TO PAY..... \$0.00

 Subcontractor

 Project Manager

Nassua County Jail

OWNER DIRECT PURCHASE VOUCHER

DATE: 07/19/02

P.O. NUMBER	DATE	VENDOR	AMOUNT	SUBCONTRACTOR	
01-543	23-Feb-01	CSR	\$193,838.61	STEVENS MASONRY	
INVOICE NUMBER	DATE	VENDOR	AMOUNT	PREVIOUSLY PAID	AMOUNT TO BE PAID
95626989	5-Mar-01	CSR	\$1,806.00	\$1,806.00	\$0.00
95639678	7-Mar-01	CSR	\$4,290.75	\$4,290.75	\$0.00
95657034	9-Mar-01	CSR	\$402.25	\$402.25	\$0.00
95755675	28-Mar-01	CSR	\$441.25	\$441.25	\$0.00
95762588	29-Mar-01	CSR	\$770.45	\$770.45	\$0.00
95784521	3-Apr-01	CSR	\$1,908.00	\$1,908.00	\$0.00
95799681	5-Apr-01	CSR	\$1,142.45	\$1,142.45	\$0.00
95840093	12-Apr-01	CSR	\$824.85	\$824.85	\$0.00
95878783	19-Apr-01	CSR	\$3,647.70	\$3,647.70	\$0.00
95885707	20-Apr-01	CSR	\$2,736.98	\$2,736.98	\$0.00
95912553	25-Apr-01	CSR	\$1,999.34	\$1,999.34	\$0.00
95918275	25-Apr-01	CSR	\$1,032.50	\$1,032.50	\$0.00
95918280	26-Apr-01	CSR	\$885.25	\$885.25	\$0.00
95918281	26-Apr-01	CSR	\$1,378.70	\$1,378.70	\$0.00
95918287	26-Apr-01	CSR	\$1,796.27	\$1,796.27	\$0.00
95902067	24-Apr-01	CSR	\$4,656.40	\$4,656.40	\$0.00
95927690	27-Apr-01	CSR	\$1,286.50	\$1,286.50	\$0.00
95944220	1-May-01	CSR	\$516.25	\$516.25	\$0.00
95938247	30-Apr-01	CSR	\$900.00	\$900.00	\$0.00
95956571	3-May-01	CSR	\$3,214.17	\$3,214.17	\$0.00
95956579	3-May-01	CSR	\$1,031.50	\$1,031.50	\$0.00
95975453	7-May-01	CSR	\$756.00	\$756.00	\$0.00
95975454	7-May-01	CSR	\$515.75	\$515.75	\$0.00
95983274	8-May-01	CSR	\$515.75	\$515.75	\$0.00
95952120	2-May-01	CSR	\$516.25	\$516.25	\$0.00
95989663	9-May-01	CSR	\$1,832.60	\$1,832.60	\$0.00
95997065	10-May-01	CSR	\$3,756.76	\$3,756.76	\$0.00
95997066	10-May-01	CSR	\$515.75	\$515.75	\$0.00
96005636	11-May-01	CSR	\$515.75	\$515.75	\$0.00
96032042	16-May-01	CSR	\$1,031.50	\$1,031.50	\$0.00
96037627	17-May-01	CSR	\$1,031.50	\$1,031.50	\$0.00
96070304	23-May-01	CSR	\$6,582.25	\$6,582.25	\$0.00
96046974	19-May-01	CSR	\$420.00	\$420.00	\$0.00
96046973	18-May-01	CSR	\$2,342.25	\$2,342.25	\$0.00
96064181	22-May-01	CSR	\$1,547.25	\$1,547.25	\$0.00
96015580	14-May-01	CSR	\$515.75	\$515.75	\$0.00
96077761	24-May-01	CSR	\$1,547.25	\$1,547.25	\$0.00
96077760	24-May-01	CSR	\$1,908.00	\$1,908.00	\$0.00
96087008	25-May-01	CSR	\$758.25	\$758.25	\$0.00
96094932	29-May-01	CSR	\$1,031.50	\$1,031.50	\$0.00

96133932	5-Jun-01	CSR	\$5,312.50
96133933	5-Jun-01	CSR	\$1,547.25
96140237	6-Jun-01	CSR	\$1,547.25
96119298	1-Jun-01	CSR	\$442.25
96121953	1-Jun-01	CSR	\$1,031.50
96125972	4-Jun-01	CSR	\$4,543.75
96150498	7-Jun-01	CSR	\$1,056.78
96150511	7-Jun-01	CSR	\$1,031.50
96159869	8-Jun-01	CSR	\$937.75
96037626	17-May-01	CSR	\$3,507.90
96169239	11-Jun-01	CSR	\$1,637.75
96169240	11-Jun-01	CSR	\$714.00
96176982	12-Jun-01	CSR	\$1,268.40
96184542	13-Jun-01	CSR	\$756.00
96184543	13-Jun-01	CSR	\$1,031.50
96200417	15-Jun-01	CSR	\$594.00
96200418	15-Jun-01	CSR	\$515.75
96192005	14-Jun-01	CSR	\$1,031.50
96217708	19-Jun-01	CSR	\$515.75
96225749	20-Jun-01	CSR	\$1,031.50
96234992	21-Jun-01	CSR	\$463.75
96244271	22-Jun-01	CSR	\$1,031.50
96251393	25-Jun-01	CSR	\$515.75
96267545	27-Jun-01	CSR	\$1,199.52
96273720	28-Jun-01	CSR	\$83.30
96273721	28-Jun-01	CSR	\$515.75
96283721	29-Jun-01	CSR	\$2,489.25
96291933	2-Jul-01	CSR	\$927.50
962699385	3-Jul-01	CSR	\$1,480.00
96299386	3-Jul-01	CSR	\$1,031.50
96307250	5-Jul-01	CSR	\$1,031.50
96315270	6-Jul-01	CSR	\$1,547.25
96323322	9-Jul-01	CSR	\$2,268.00
96330545	10-Jul-01	CSR	\$3,055.41
96330546	10-Jul-01	CSR	\$1,031.50
96339779	11-Jul-01	CSR	\$2,159.00
96339780	11-Jul-01	CSR	\$1,031.50
96348050	12-Jul-01	CSR	\$1,836.00
96348051	12-Jul-01	CSR	\$515.75
96356275	13-Jul-01	CSR	\$3,378.24
96371433	17-Jul-01	CSR	\$1,547.25
96398068	20-Jul-01	CSR	\$4,265.40
96398070	20-Jul-01	CSR	\$515.75
96398071	21-Jul-01	CSR	\$463.25
96406111	23-Jul-01	CSR	\$1,031.50
96413907	24-Jul-01	CSR	\$1,097.50
96422638	25-Jul-01	CSR	\$1,173.21
96429606	26-Jul-01	CSR	\$515.75
96448023	30-Jul-01	CSR	\$2,431.75
96448024	30-Jul-01	CSR	\$515.75
96459294	31-Jul-01	CSR	\$439.49
96465369	1-Aug-01	CSR	\$463.25
96133932	5-Jun-01	CSR	\$5,312.50
96133933	5-Jun-01	CSR	\$1,547.25
96140237	6-Jun-01	CSR	\$1,547.25
96119298	1-Jun-01	CSR	\$442.25
96121953	1-Jun-01	CSR	\$1,031.50
96125972	4-Jun-01	CSR	\$4,543.75
96150498	7-Jun-01	CSR	\$1,056.78
96150511	7-Jun-01	CSR	\$1,031.50
96159869	8-Jun-01	CSR	\$937.75
96037626	17-May-01	CSR	\$3,507.90
96169239	11-Jun-01	CSR	\$1,637.75
96169240	11-Jun-01	CSR	\$714.00
96176982	12-Jun-01	CSR	\$1,268.40
96184542	13-Jun-01	CSR	\$756.00
96184543	13-Jun-01	CSR	\$1,031.50
96200417	15-Jun-01	CSR	\$594.00
96200418	15-Jun-01	CSR	\$515.75
96192005	14-Jun-01	CSR	\$1,031.50
96217708	19-Jun-01	CSR	\$515.75
96225749	20-Jun-01	CSR	\$1,031.50
96234992	21-Jun-01	CSR	\$463.75
96244271	22-Jun-01	CSR	\$1,031.50
96251393	25-Jun-01	CSR	\$515.75
96267545	27-Jun-01	CSR	\$1,199.52
96273720	28-Jun-01	CSR	\$83.30
96273721	28-Jun-01	CSR	\$515.75
96283721	29-Jun-01	CSR	\$2,489.25
96291933	2-Jul-01	CSR	\$927.50
962699385	3-Jul-01	CSR	\$1,480.00
96299386	3-Jul-01	CSR	\$1,031.50
96307250	5-Jul-01	CSR	\$1,031.50
96315270	6-Jul-01	CSR	\$1,547.25
96323322	9-Jul-01	CSR	\$2,268.00
96330545	10-Jul-01	CSR	\$3,055.41
96330546	10-Jul-01	CSR	\$1,031.50
96339779	11-Jul-01	CSR	\$2,159.00
96339780	11-Jul-01	CSR	\$1,031.50
96348050	12-Jul-01	CSR	\$1,836.00
96348051	12-Jul-01	CSR	\$515.75
96356275	13-Jul-01	CSR	\$3,378.24
96371433	17-Jul-01	CSR	\$1,547.25
96398068	20-Jul-01	CSR	\$4,265.40
96398070	20-Jul-01	CSR	\$515.75
96398071	21-Jul-01	CSR	\$463.25
96406111	23-Jul-01	CSR	\$1,031.50
96413907	24-Jul-01	CSR	\$1,097.50
96422638	25-Jul-01	CSR	\$1,173.21
96429606	26-Jul-01	CSR	\$515.75
96448023	30-Jul-01	CSR	\$2,431.75
96448024	30-Jul-01	CSR	\$515.75
96459294	31-Jul-01	CSR	\$439.49
96465369	1-Aug-01	CSR	\$463.25

96479701	3-Aug-01	CSR	\$515.75	\$515.75	\$0.00
96518553	10-Aug-01	CSR	\$1,658.40	\$1,658.40	\$0.00
96526760	13-Aug-01	CSR	\$1,099.25	\$1,099.25	\$0.00
96552831	16-Aug-01	CSR	\$756.00	\$756.00	\$0.00
96560544	17-Aug-01	CSR	\$1,417.77	\$1,417.77	\$0.00
96586235	22-Aug-01	CSR	\$515.75	\$515.75	\$0.00
96594900	23-Aug-01	CSR	\$602.64	\$602.64	\$0.00
95964900	4-May-01	CSR	\$748.44	\$748.44	\$0.00
95964903	4-May-01	CSR	\$1,547.25	\$1,547.25	\$0.00
96630034	29-Aug-01	CSR	\$1,530.45	\$1,530.45	\$0.00
96630035	29-Aug-01	CSR	\$515.75	\$515.75	\$0.00
96669142	5-Sep-01	CSR	\$515.75	\$515.75	\$0.00
96671996	6-Sep-01	CSR	\$2,343.43	\$2,343.43	\$0.00
96680813	7-Sep-01	CSR	\$756.00	\$756.00	\$0.00
96680814	7-Sep-01	CSR	\$515.75	\$515.75	\$0.00
96691320	10-Sep-01	CSR	\$515.75	\$515.75	\$0.00
96699630	11-Sep-01	CSR	\$3,383.16	\$3,383.16	\$0.00
96699631	11-Sep-01	CSR	\$515.75	\$515.75	\$0.00
96719062	14-Sep-01	CSR	\$420.00	\$420.00	\$0.00
96724692	17-Sep-01	CSR	\$463.75	\$463.75	\$0.00
96724693	17-Sep-01	CSR	\$515.75	\$515.75	\$0.00
96749440	20-Sep-01	CSR	\$515.75	\$515.75	\$0.00
96758141	21-Sep-01	CSR	\$1,512.00	\$1,512.00	\$0.00
96765899	24-Sep-01	CSR	\$515.75	\$515.75	\$0.00
96772536	25-Sep-01	CSR	\$2,220.25	\$2,220.25	\$0.00
96789401	26-Sep-01	CSR	\$273.25	\$273.25	\$0.00
96791940	27-Sep-01	CSR	\$515.75	\$515.75	\$0.00
96740622	19-Sep-01	CSR	\$1,097.50	\$1,097.50	\$0.00
96807035	28-Sep-01	CSR	\$2,093.85	\$2,093.85	\$0.00
96807041	28-Sep-01	CSR	\$311.75	\$311.75	\$0.00
96812058	1-Oct-01	CSR	\$515.75	\$515.75	\$0.00
96820303	2-Oct-01	CSR	\$515.75	\$515.75	\$0.00
96827419	3-Oct-01	CSR	\$515.75	\$515.75	\$0.00
96834923	4-Oct-01	CSR	\$2,046.15	\$2,046.15	\$0.00
96845270	5-Oct-01	CSR	\$515.75	\$515.75	\$0.00
96851814	8-Oct-01	CSR	\$421.25	\$421.25	\$0.00
96851815	8-Oct-01	CSR	\$515.75	\$515.75	\$0.00
96860282	9-Oct-01	CSR	\$1,681.00	\$1,681.00	\$0.00
96869986	10-Oct-01	CSR	\$515.75	\$515.75	\$0.00
96894603	15-Oct-01	CSR	\$2,432.42	\$2,432.42	\$0.00
96894604	15-Oct-01	CSR	\$515.75	\$515.75	\$0.00
96910868	17-Oct-01	CSR	\$540.75	\$540.75	\$0.00
96910869	17-Oct-01	CSR	\$515.75	\$515.75	\$0.00
96918584	18-Oct-01	CSR	\$588.00	\$588.00	\$0.00
96929285	19-Oct-01	CSR	\$931.35	\$931.35	\$0.00
96937210	22-Oct-01	CSR	\$515.75	\$515.75	\$0.00
96946044	23-Oct-01	CSR	\$515.75	\$515.75	\$0.00
96953688	24-Oct-01	CSR	\$1,031.50	\$1,031.50	\$0.00
96969761	26-Oct-01	CSR	\$911.25	\$911.25	\$0.00
96969762	26-Oct-01	CSR	\$603.35	\$603.35	\$0.00
97000128	31-Oct-01	CSR	\$1,080.50	\$1,080.50	\$0.00
97021880	5-Nov-01	CSR	\$603.35	\$603.35	\$0.00

97037310	7-Nov-01	CSR	\$515.75	\$515.75	\$0.00
97047299	8-Nov-01	CSR	\$546.75	\$546.75	\$0.00
97057049	9-Nov-01	CSR	\$594.25	\$594.25	\$0.00
97064919	12-Nov-01	CSR	\$1,395.00	\$1,395.00	\$0.00
97101915	16-Nov-01	CSR	\$540.00	\$540.00	\$0.00
97125116	21-Nov-01	CSR	\$567.01	\$567.01	\$0.00
97132865	26-Nov-01	CSR	\$1,305.01	\$1,305.01	\$0.00
97160348	29-Nov-01	CSR	\$400.00	\$400.00	\$0.00
97173223	30-Nov-01	CSR	\$1,822.50	\$1,822.50	\$0.00
97203656	6-Dec-01	CSR	\$462.00	\$462.00	\$0.00
97293493	20-Dec-01	CSR	\$162.00	\$162.00	\$0.00
97279789	19-Dec-01	CSR	\$583.01	\$583.01	\$0.00
97311082	27-Dec-01	CSR	\$594.50	\$594.50	\$0.00
		CSR			\$0.00
TOTALS			\$193,838.61	\$193,838.61	\$0.00
Balance			\$0.00		

Peter R. Brown Construction

APPROVAL TO PAY..... \$0.00

Subcontractor

Project Manager/Project Engineer

Project Engineer

Nassua County Jail

OWNER DIRECT PURCHASE VOUCHER

DATE: 07/19/02

P.O. NUMBER	DATE	VENDOR	AMOUNT	SUBCONTRACTOR	
01-574	23-Feb-01	Hughes Supply	\$9,237.60	RAY'S PLUMBING	
INVOICE NUMBER	DATE	VENDOR	AMOUNT	PREVIOUSLY PAID	AMOUNT TO BE PAID
45675010-01	23-Apr-01	Hughes Supply	\$26.30	\$26.30	\$0.00
45574329-01	24-Apr-01	Hughes Supply	\$3,351.31	\$3,351.31	\$0.00
45796152-01	22-May-01	Hughes Supply	\$63.00	\$63.00	\$0.00
45410973-01	18-Jul-01	Hughes Supply	\$3,783.09	\$3,783.09	\$0.00
45410973-02	25-Jul-01	Hughes Supply	\$1,620.90	\$1,620.90	\$0.00
46144547-01	22-Aug-01	Hughes Supply	\$393.00	\$393.00	\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
TOTALS			\$9,237.60	\$9,237.60	\$0.00
Balance			\$0.00		

Peter R. Brown Construction

APPROVAL TO PAY.....

Subcontractor _____

Project Manager _____

Nassua County Jail

OWNER DIRECT PURCHASE VOUCHER

DATE: 07/19/02

P.O. NUMBER	DATE	VENDOR	AMOUNT	SUBCONTRACTOR	
01-575	16-Nov-00	Carrier North FL	\$58,113.00	Bill Williams	
INVOICE NUMBER	DATE	VENDOR	AMOUNT	PREVIOUSLY PAID	AMOUNT TO BE PAID
I15/655335	10-Jul-01	Carrier North FL	\$6,473.00	\$6,473.00	\$0.00
I15/658248	12-Jul-01	Carrier North FL	\$13,951.00	\$13,951.00	\$0.00
I15/658248	23-Jul-01	Carrier North FL	(\$802.00)	(\$802.00)	\$0.00
I15/689579	11-Aug-01	Carrier North FL	\$650.00	\$650.00	\$0.00
I15/693028	16-Aug-01	Carrier North FL	(\$2,702.00)	(\$2,702.00)	\$0.00
I15/729093	20-Sep-01	Carrier North FL	\$802.00	\$802.00	\$0.00
I15/736143	27-Sep-01	Carrier North FL	\$278.00	\$278.00	\$0.00
I15/744559	5-Oct-01	Carrier North FL	\$528.00	\$528.00	\$0.00
I15/772598	8-Nov-01	Carrier North FL	\$13,737.00	\$13,737.00	\$0.00
I15/726519	18-Sep-01	Carrier North FL	\$15,800.00	\$15,800.00	\$0.00
I15/809918	7-Jan-02	Carrier North FL	\$8,780.00	\$8,780.00	
I15/823395	22-Jan-02	Carrier North FL	\$618.00	\$618.00	\$618.00
TOTALS			\$58,113.00	\$58,113.00	\$618.00
Balance			\$0.00		

Peter R. Brown Construction

APPROVAL TO PAY..... \$618.00

Subcontractor

Project Manager/Project Engineer

Nassua County Jail

OWNER DIRECT PURCHASE VOUCHER

DATE: 07/19/02

P.O. NUMBER	DATE	VENDOR	AMOUNT	SUBCONTRACTOR	
01-734	28-Feb-01	Rexel Electrical	\$112,500.00	Regency Electric	
INVOICE NUMBER	DATE	VENDOR	AMOUNT	PREVIOUSLY PAID	AMOUNT TO BE PAID
28-372326	21-Apr-01	Rexel Electrical	\$750.00	\$750.00	\$0.00
28-372898	3-May-01	Rexel Electrical	\$3,998.42	\$3,998.42	\$0.00
28-373663	8-May-01	Rexel Electrical	\$7,700.00	\$7,700.00	\$0.00
28-375674	18-May-01	Rexel Electrical	\$19.32	\$19.32	\$0.00
28-375678	18-May-01	Rexel Electrical	\$4,380.68	\$4,380.68	\$0.00
28-375885	21-May-01	Rexel Electrical	\$6,442.11	\$6,442.11	\$0.00
28-376258	22-May-01	Rexel Electrical	\$1,552.99	\$1,552.99	\$0.00
28-377906	31-May-01	Rexel Electrical	\$10,443.01	\$10,443.01	\$0.00
28-378131	4-Jun-01	Rexel Electrical	\$1,063.47	\$1,063.47	\$0.00
28-384539	13-Jul-01	Rexel Electrical	\$76,150.00	\$76,150.00	\$0.00
TOTALS			\$112,500.00	\$112,500.00	\$0.00
Balance			\$0.00		

Peter R. Brown Construction

APPROVAL TO PAY.....

Subcontractor _____

Project Manager _____

Nassua County Jail

OWNER DIRECT PURCHASE VOUCHER

DATE: 07/19/02

P.O. NUMBER	DATE	VENDOR	AMOUNT	SUBCONTRACTOR	
01-696	20-Mar-01	Const. Materials	\$20,873.50	STEVEN'S MASONRY	
INVOICE NUMBER	DATE	VENDOR	AMOUNT	PREVIOUSLY PAID	AMOUNT TO BE PAID
63881	11-Apr-01	Const. Materials	\$9,829.35	\$9,829.35	\$0.00
639896	17-Apr-01	Const. Materials	\$848.04	\$848.04	\$0.00
642916	3-May-01	Const. Materials	\$923.83	\$923.83	\$0.00
644922	15-May-01	Const. Materials	\$52.50	\$52.50	\$0.00
655247	17-Jul-01	Const. Materials	\$8,774.78	\$8,774.78	\$0.00
656976	26-Jul-01	Const. Materials	\$445.00	\$445.00	\$0.00
		Const. Materials			\$0.00
TOTALS			\$20,873.50	\$20,873.50	\$0.00
Balance			\$0.00		

Peter R. Brown Construction

APPROVAL TO PAY..... \$0.00

Subcontractor

Project Manager

Nassua County Jail

OWNER DIRECT PURCHASE VOUCHER

DATE: 07/19/02

P.O. NUMBER	DATE	VENDOR	AMOUNT	SUBCONTRACTOR	
01-692	22-Mar-01	Cash Building Mat.	\$42,690.73	STEVEN'S MASONRY	
INVOICE NUMBER	DATE	VENDOR	AMOUNT	PREVIOUSLY PAID	AMOUNT TO BE PAID
2131227	31-May-01	Cash Building Mat.	\$2,623.50	\$2,623.50	\$0.00
2131697	11-Jun-01	Cash Building Mat.	\$2,623.50	\$2,623.50	\$0.00
2131905	15-Jun-01	Cash Building Mat.	\$2,623.50	\$2,623.50	\$0.00
2131913	15-Jun-01	Cash Building Mat.	\$1,908.00	\$1,908.00	\$0.00
2132363	27-Jun-01	Cash Building Mat.	\$1,908.00	\$1,908.00	\$0.00
2132462	28-Jun-01	Cash Building Mat.	\$2,623.50	\$2,623.50	\$0.00
2132831	6-Jul-01	Cash Building Mat.	\$2,623.50	\$2,623.50	\$0.00
2133092	12-Jul-01	Cash Building Mat.	\$1,311.75	\$1,311.75	\$0.00
2133265	18-Jul-01	Cash Building Mat.	\$4,531.50	\$4,531.50	\$0.00
2130853	22-May-01	Cash Building Mat.	\$1,908.00	\$1,908.00	\$0.00
2130983	24-May-01	Cash Building Mat.	\$1,669.50	\$1,669.50	\$0.00
2131100	29-May-01	Cash Building Mat.	\$1,431.00	\$1,431.00	\$0.00
2131165	30-May-01	Cash Building Mat.	\$715.50	\$715.50	\$0.00
2133352	19-Jul-01	Cash Building Mat.	\$1,431.00	\$1,431.00	\$0.00
2133683	26-Jul-01	Cash Building Mat.	\$2,623.50	\$2,623.50	\$0.00
2133803	30-Jul-01	Cash Building Mat.	\$1,431.00	\$1,431.00	\$0.00
2133840	31-Jul-01	Cash Building Mat.	\$2,623.73	\$2,623.73	\$0.00
2134277	8-Aug-01	Cash Building Mat.	\$1,788.75	\$1,788.75	\$0.00
2134606	16-Aug-01	Cash Building Mat.	\$2,622.50	\$2,622.50	\$0.00
2135634	10-Sep-01	Cash Building Mat.	\$1,669.50	\$1,669.50	\$0.00
		Cash Building Mat.			\$0.00
		Cash Building Mat.			\$0.00
		Cash Building Mat.			\$0.00
		Cash Building Mat.			\$0.00
		Cash Building Mat.			\$0.00
		Cash Building Mat.			\$0.00
		Cash Building Mat.			\$0.00
		Cash Building Mat.			\$0.00
		TOTALS	\$42,690.73	\$42,690.73	\$0.00
		Balance	\$0.00		

Peter R. Brown Construction

APPROVAL TO PAY..... \$0.00

Subcontractor

Project Manager

Nassua County Jail

OWNER DIRECT PURCHASE VOUCHER

DATE: 07/19/02

P.O. NUMBER	DATE	VENDOR	AMOUNT	SUBCONTRACTOR	
01-759	16-Nov-00	Tom Barrow Co.	\$108,380.00	Bill Williams	
INVOICE NUMBER	DATE	VENDOR	AMOUNT	PREVIOUSLY PAID	AMOUNT TO BE PAID
529613	25-May-01	Tom Barrow Co.	\$4,000.00	\$4,000.00	\$0.00
529710	25-May-01	Tom Barrow Co.	\$600.00	\$600.00	\$0.00
529218	23-May-01	Tom Barrow Co.	\$205.00	\$205.00	\$0.00
530425	30-May-01	Tom Barrow Co.	\$3,510.00	\$3,510.00	\$0.00
530332	30-May-01	Tom Barrow Co.	\$2,500.00	\$2,500.00	\$0.00
531770	31-May-01	Tom Barrow Co.	\$3,130.00	\$3,130.00	\$0.00
531771	31-May-01	Tom Barrow Co.	\$650.00	\$650.00	\$0.00
533068	12-Jun-01	Tom Barrow Co.	\$8,300.00	\$8,300.00	\$0.00
534559	19-Jun-01	Tom Barrow Co.	\$31,400.00	\$31,400.00	\$0.00
537311	29-Jun-01	Tom Barrow Co.	\$33,575.00	\$33,575.00	\$0.00
537565	29-Jun-01	Tom Barrow Co.	\$175.00	\$175.00	\$0.00
542433	26-Jul-01	Tom Barrow Co.	\$9,350.00	\$9,350.00	\$0.00
547076	14-Aug-01	Tom Barrow Co.	\$1,050.00	\$1,050.00	\$0.00
550030	28-Aug-01	Tom Barrow Co.	\$150.00	\$150.00	\$0.00
550826	30-Aug-01	Tom Barrow Co.	\$105.00	\$105.00	\$0.00
551397	31-Aug-01	Tom Barrow Co.	\$60.00	\$60.00	\$0.00
552292	6-Sep-01	Tom Barrow Co.	\$2,300.00	\$2,300.00	\$0.00
552917	10-Sep-01	Tom Barrow Co.	\$250.00	\$250.00	\$0.00
554486	18-Sep-01	Tom Barrow Co.	\$150.00	\$150.00	\$0.00
554489	18-Sep-01	Tom Barrow Co.	\$290.00	\$290.00	\$0.00
554501	18-Sep-01	Tom Barrow Co.	\$40.00	\$40.00	\$0.00
555258	20-Sep-01	Tom Barrow Co.	\$6,590.00	\$6,590.00	\$0.00
		Tom Barrow Co.			\$0.00
		Tom Barrow Co.			\$0.00
		Tom Barrow Co.			\$0.00
TOTALS			\$108,380.00	\$108,380.00	\$0.00
Balance			\$0.00		

Peter R. Brown Construction

APPROVAL TO PAY..... \$0.00

Subcontractor

Project Manager

Nassua County Jail

OWNER DIRECT PURCHASE VOUCHER

DATE: 07/19/02

P.O. NUMBER	DATE	VENDOR	AMOUNT	SUBCONTRACTOR	
01-760	11-Apr-01	Am Restaurant	\$212,900.00	American Restaurant	
INVOICE NUMBER	DATE	VENDOR	AMOUNT	PREVIOUSLY PAID	AMOUNT TO BE PAID
NCJ-1020	11-Oct-01	Am Restaurant	\$13,500.00	\$13,500.00	\$0.00
NCJ-1021	7-Nov-01	Am Restaurant	\$23,600.00	\$23,600.00	\$0.00
NCJ-1022	14-Dec-01	Am Restaurant	\$175,800.00	\$175,800.00	\$0.00
		Am Restaurant			
		Am Restaurant			
TOTALS			\$212,900.00	\$212,900.00	\$0.00
Balance			\$0.00		

Peter R. Brown Construction

APPROVAL TO PAY.....

Subcontractor

Project Manager/Project Engineer

Agenda Request For: September 30, 2002

Department: Public Works - Engineering

Fund: 365 Capital Projects – County Complex

Action Requested and Recommended:

Staff requests that the Board approve change order no. 5 to Peter R. Brown. Change Order no. 5 is a deductive change order in the amount of \$(1,751,953.61).

Funding Source: 65235523-562311 Peter Brown Construction

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: N/A

Is this action consistent with the Nassau County Comprehensive Land Use Plan?
Yes

Reviewed By:

Legal:

Finance:

Coordinator:



02 SEP 24 PM 2:51

RECORDED
COUNTY COORDINATORS
OFFICE



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 : Dawn Stevenson, Contract Manager *DS/mw*

DATE : September 20, 2002

SUBJECT : New Jail Facility
 Request for Approval of Change Order to Peter R. Brown

Attached is change order no. 5 from Peter R. Brown Construction, Inc. for the above referenced project. Change order no. 5 is a deductive change order in the amount of \$1,751,953.61. This amount is derived from direct payments made by the County (direct purchasing) to various suppliers. The revised GMP after change order no. 5 is \$7,364,132.86. Change order no. 5 also requests an additional 90 day extension in contract time for a revised substantial completion date of September 2, 2002. This extension of time is due to the delay in providing water and sewer to the new Jail Facility. Water was made available to the site July 23, 2002 and sewer was made available on August 15, 2002. Peter R. Brown required 2 to 3 weeks to complete the necessary testing inside the jail once water and sewer were made available to the facility. Peter R. Brown is asking for a time extension only they are not nor do they intend to request additional General Conditions as a result of this time extension.

Staff respectfully requests that the Board of County Commissioners approve change order no. 5 in the deductive amount of \$(1,212,966.53) and the 90 day time extension to the contract as submitted by Peter R. Brown Construction, Inc. and authorize the Chairman to execute same.

RECEIVED
 COUNTY COORDINATORS
 OFFICE
 02 SEP 26 PM 4:36

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

PROJECT:
Nassau County Jail
(Name and address)

CHANGE ORDER NUMBER: Six (6)

OWNER []

DATE: December 6, 2002

ARCHITECT []

ARCHITECT'S PROJECT NUMBER: 96020

CONTRACTOR []

TO CONTRACTOR:
(Name and address)

CONTRACT DATE: January 25, 2000

FIELD []

Peter R. Brown Construction, Inc.
1535 Killearn Center Blvd., D-3
Tallahassee, Florida 32309

CONTRACT FOR: Construction Management

OTHER []

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives.)
Change order to return unused contingency to the Owner - see attached Peter R. Brown Construction Change Order Request #6 dated 11/26/02.

AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

The original (Contract Sum) (Guaranteed Maximum Price) was \$ 10,329,053.00
The net change by previously authorized Change Orders \$ -2,964,920.14
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was \$ 7,364,132.86
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of \$ 6,507.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be \$ 7,357,625.86
The Contract Time will be (increased) (decreased) (unchanged) by zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is September 2, 2002

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive for which the cost or time are in dispute as described in Subparagraph 7.3.8 of AIA Document A201.

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

Clemons, Rutherford & Associates, Inc.

Peter R. Brown Construction, Inc.

Nassau County Board of County Commissioners



ARCHITECT (Typed name)

CONTRACTOR (Typed name)

OWNER (Typed name)

(Signature)

(Signature)

(Signature)

BY

BY

BY

Vickie Samus, Chairman

1-27-03

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AIA DOCUMENT G701-2000
CHANGE ORDER
The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292
ATTEST:

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

Approved as to form by the Nassau County Attorney

Michael S. Mullin

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DATE

DATE

DATE

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Peter R. Brown Construction, Inc.

1535 Killearn Center Blvd
Suite D-3
Tallahassee, FL 32308

Phone: 850-668-4498
Fax: 850-668-6790

CHANGE ORDER REQUEST

No. 00010

Owner C.O. #6-Final

TITLE: Did not paint door A-169

DATE: 12/4/02

PROJECT: Nassau County Jail

JOB: 82087

TO: Attn: Dawn Stevenson
Nassau County Board of County Comm.
213 Nassau Place
P.O. Box 1010
Yulee,, FL 32097
Phone: 904-491-3608 Fax: 904-491-2021

CONTRACT NO: 82087-C001

RE: To: From: Number:

Item	Description	Stock#	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	Return Funds not used		1.000	LSUM	\$6,507.00	0.00%	\$0.00	\$6,507.00

Unit Cost: \$6,507.00
Unit Tax: \$0.00
Lump Sum: \$0.00
Lump Tax: \$0.00
Total: \$6,507.00

APPROVAL:

By: _____
Rick Perran

By: _____
Dawn Stevenson

Date: _____

Date: _____

Agenda Request For: December 16, 2002

Department: Capital Projects Administration

*BOTTOM LINE # MATCHES
OUR SPREAD SHEET.*

Fund: 365 Capital Projects – County Complex

Action Requested and Recommended:

Staff has received the final deductive change order from Peter R. Brown Construction, Inc. in the amount of \$6,507.00. The revised GMP for the construction of the new Jail is \$7,357,625.86, \$2,971,427.14 less than the original GMP. The cost savings breakdown throughout the project is as follows:

Original GMP	\$10,329,053.00
Subcontract Buyouts	(500,000.00)
Revised GMP	\$ 9,829,053.00
Cost Savings c/o#3	(400,000.00)
Revised GMP	\$ 9,429,053.00
Cost Savings c/o#6	(6,705.00)
Revised GMP	\$ 9,422,546.00
DPO Reduction #1	(312,966.53)
Revised GMP	\$ 9,109,579.47
DPO Reduction #2	(1,751,953.61)
Revised GMP	\$ 7,357,625.86

*6705.00
GMP*

*TYPE on the cover for
agenda. The correct
amount was deducted
resulting in correct
revised GMP*

The actual cost savings for the project is \$406,507.00 plus the tax savings for direct purchases of supplies and materials made by the County (estimated at 7%) \$144,544.41 for a total estimated cost savings of \$551,051.41

Staff respectfully requests that the Board of County Commissioners approve the attached deductive change order number 6 to Peter R. Brown and authorize the Chairman to execute said change order.

Funding Source: 65235523 New Detention Facility

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: Could have a potential impact on future County Capital projects.

Is this action consistent with the Nassau County Comprehensive Land Use Plan?
Yes

Coordinator:

Finance:

Legal:

Reviewed By:

AIA Document G701- 2000

Change Order

PROJECT:

Nassau County Jail
(Name and address)

CHANGE ORDER NUMBER: Six (6)

DATE: December 6, 2002

ARCHITECT'S PROJECT NUMBER: 96020

CONTRACT DATE: January 25, 2000

CONTRACT FOR: Construction Management

OWNER

ARCHITECT

CONTRACTOR

FIELD

OTHER

TO CONTRACTOR:

(Name and address)

Peter R. Brown Construction, Inc.
1535 Killearn Center Blvd., D-3
Tallahassee, Florida 32309

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives.)
Change order to return unused contingency to the Owner - see attached Peter R. Brown Construction Change Order Request #6 dated 11/26/02.

AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

The original (~~Contract Sum~~) (Guaranteed Maximum Price) was \$ 10,329,053.00
The net change by previously authorized Change Orders \$ -2,964,920.14
The (~~Contract Sum~~) (Guaranteed Maximum Price) prior to this Change Order was \$ 7,364,132.86
The (~~Contract Sum~~) (Guaranteed Maximum Price) will be (~~increased~~) (~~decreased~~) (unchanged) by this Change Order in the amount of \$ 6,507.00
The new (~~Contract Sum~~) (Guaranteed Maximum Price) including this Change Order will be \$ 7,357,625.86
The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is September 2, 2002

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive for which the cost or time are in dispute as described in Subparagraph 7.3.8 of AIA Document A201.

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

Clemons, Rutherford & Associates, Inc.

Peter R. Brown Construction, Inc.

Nassau County Board of County Commissioners

ARCHITECT *(Typed name)*

CONTRACTOR *(Typed name)*

OWNER *(Typed name)*

(Signature)

(Signature)

(Signature)

BY

BY

BY



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AIA DOCUMENT G701-2000
CHANGE ORDER
The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

DATE

DATE

DATE

Peter R. Brown Construction, Inc.

1535 Killeam Center Blvd
Suite D-3
Tallahassee, FL 32308

Phone: 850-668-4498
Fax: 850-668-6790

CHANGE ORDER REQUEST

No. 00010

Owner C.O. #6 - Final

TITLE: Did not paint door A-169

DATE: 12/4/02

PROJECT: Nassau County Jail

JOB: 82087

TO: Attn: Dawn Stevenson
Nassau County Board of County Comm.
213 Nassau Place
P.O. Box 1010
Yulee,, FL 32097
Phone: 904-491-3608 Fax: 904-491-2021

CONTRACT NO: 82087-C001

RE: To: From: Number:

Item	Description	Stock#	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	Return Funds not used		1.000	LSUM	\$6,507.00	0.00%	\$0.00	\$6,507.00

Unit Cost: \$6,507.00
Unit Tax: \$0.00
Lump Sum: \$0.00
Lump Tax: \$0.00
Total: \$6,507.00

APPROVAL:

By: _____
Rick Perran

By: _____
Dawn Stevenson

Date: _____

Date: _____

NEW DETENTION FACILITY
 PETER R. BROWN CONSTRUCTION
 PROJECT # CRA96020
 VENDOR #3161

	Payment	Expenditures	Retainage
APPL#001	(326,835.00)	(326,835.00)	(36,315.00)
APPL#002	(425,493.50)	(425,493.50)	(47,277.00)
APPL#003	(510,559.45)	(510,559.45)	(56,728.83)
APPL#004	(1,033,734.84)	(1,033,734.84)	(114,859.43)
APPL#005	(699,537.51)	(699,537.51)	(77,726.39)
APPL#006*	(483,250.91)	(483,250.91)	(53,694.55)
APPL#007*	(319,706.99)	(319,706.99)	(35,523.00)
APP#08*	(492,302.67)	(492,302.67)	(54,700.29)
APP#9*	(684,468.36)	(684,468.36)	(76,052.04)
APP#10*	(434,420.58)	(434,420.58)	(48,268.95)
APP#11*	(447,143.19)	(447,143.19)	(49,682.57)
APP#12			(20,250.37)
Payment includes retainage	(320,143.57)	(182,253.34)	137,890.23
APPL#13			(36,203.88)
Payment includes retainage	(325,834.99)	(324,786.06)	1,048.93
APPL#14			(47,727.94)
Payment includes retainage	(429,551.47)	(178,374.23)	251,177.24
APPL#15			(36,071.14)
Payment includes retainage	(324,640.26)	(21,975.88)	302,664.38
APPL#16			
Payment includes retainage	(100,002.60)	(1,702.00)	98,300.60
	(7,357,625.89)	(6,542,866.63)	0.00

Contract:		10,329,053.00 ✓
C/O #1	(500,000.00)	✓
C/O #2	(312,966.53)	✓
C/O #3	(400,000.00)	✓
** C/O#4		
C/O#5	(1,751,953.61)	✓
C/O Sub:		(2,964,920.14)

Balance 7,364,132.86

Balance 7,364,132.86
(7,357,625.89) :

6,506.97

(7,357,625.89)
0.00
 (7,357,625.89)

** This c/o is an increase in contract time only

Certificate of Substantial Completion

PROJECT: Nassau County Jail
(Name and address)

PROJECT NUMBER: 96020

CONTRACT FOR: Construction Management

CONTRACT DATE: January 25, 2000

OWNER []
ARCHITECT []
CONTRACTOR []
FIELD []
OTHER []

TO OWNER:
Nassau County Board of County Commissioners
P. O. Box 1010
Fernandina Beach, FL 32035-1010
(Name and address)

TO CONTRACTOR:
Peter R. Brown Construction
1535 Killearn Center Boulevard, D-3
Tallahassee, Florida 32309
(Name and address)

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

Entire Facility.

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

Clemons, Rutherford & Associates, Inc.

[Handwritten Signature]

August 6, 2002

ARCHITECT

BY

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Cost estimate of Work that is incomplete or defective:

The Contractor will complete or correct the Work on the list of items attached hereto within thirty (30) days from the above date of Substantial Completion.

Peter R. Brown Construction, Inc.

[Handwritten Signature]

8/14/02

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (time) on (date).

Nassau County Board of County Commissioners

[Handwritten Signature]

September 30, 2002

OWNER

BY

DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

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ATTEST:

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

Approved as to Form by the Nassau County Clerk

Michael S. Mullin



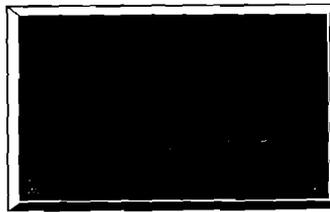
© 2000 AIA®
AIA DOCUMENT G704-2000
CERTIFICATE OF SUBSTANTIAL COMPLETION
The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292



(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

Owner shall be responsible for all insurance and utilities as of substantial completion date; all warranties shall become effective as of substantial completion date.

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August 7, 2002

Clemons, Rutherford
& Associates, Inc.

**Nassau County Jail
CRA Project Number 96020**

SUBSTANTIAL COMPLETION

Date of Inspection: August 6, 2002

Time of Inspection:

The following persons were present:

Don Mixon, CRA
Julius Davis, TLC

Mike Hartman, IHHA

Jim McVicker, IHHA

1. Sprinkler head leak and (2) ceiling stains in A178.
2. The electric strike at the front entry door is not functioning properly.
3. Clean the paint from the receptionist countertop.
4. Complete installation of the lockers in the breakroom.
5. Clean the stainless steel countertops and buff out scratches in Visitation.
6. Adjust the light fixtures in the main control room. The southwest fixture may be bent.
7. Clean carpet glue from laminate base in Booking.
8. Provide signage for Room 179.
9. Adjust lock trim at this location - Room 179.
10. Provide a bracket hung fire extinguisher underneath the counter in Booking. If the fire extinguisher cabinet called for in Vestibule A169 has not been provided then this fire extinguisher should be relocated to Booking.

Housing:

1. Re-stencil all of the cell and housing numbers in either a green to match the trim or black.
2. Repair/replace VCT at top of control room stairs.
3. Ceiling leak at the most northeast skylight.
4. Provide a sweep on the east end corridor door.
5. Repair and repaint the bunk bed in cell 160.
6. Per Whitey Moran of the Building Dept. the fire alarm strobes are not at a consistent and proper height. Per code the proper height is 80" to the center of the light.

Architects • Planners • Interior Designers • Construction Managers

2027 Thomasville Road • Tallahassee, Florida 32308 • P.O. Box 13739 • Tallahassee, Florida 32317-3739 • (850) 385-6153 • Fax (850) 386-8420

7. Again, per Whitey Moran, the handicapped parking sign should be installed. This is not a part of our contract but is required for occupancy. Similarly, the handicapped parking striping should be corrected for dimensions and blue striping on all sides of the space.
8. Complete exterior clean-out work for the entire project.
9. The hose bib closest to the emergency generator should be caulked in/secured to the wall.
10. The security boards in the housing control rooms do not indicate the location for camera #18. This is an oversight on the security system people's part and should be corrected in some fashion. Camera #18 is in its original position and it has always been at that location. It is particularly important in that it is the 1st and main camera for monitoring foot traffic in the west end of the hallway.

Exterior:

1. Diagonal bracing rods for the corners of the security fence have not been installed as is required per specifications.
2. Although not necessarily a part of this contract the drainage around the a/c units located next to Mechanical Room 113 requires attention. This area has puddled water. Re-grading or possibly the addition of a yard drain may be required at this location.
3. Similarly, re-grading or a yard drain may be needed around the a/c units located adjacent to Equipment Room 177. This area also has standing water.
4. Remove the duct tape from the vent stack, southeast corner.

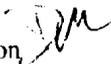
ITEMS BROUGHT UP BY THE HEALTH DEPARTMENT INSPECTOR:

1. Coffee maker should be provided either 4" legs or be moveable. That is, they should have the water connection done in some type of flex material rather than the copper so that they can be moved for cleaning underneath.
2. Janitor's closet A139 should be provided with a sealed floor of some type rather than the exposed concrete.
3. Re-do the drain pipe from the steam oven.

The absence of any particular deficiency in the above report in no way absolves the contractor of responsibility for fulfilling project requirements.

Sincerely,

CLEMONS, RUTHERFORD & ASSOCIATES, INC.

Don A. Mixon 
Construction Administrator

DAM:lam

CC: Attendees
File

Agenda Request For: September 30, 2002

Department: Public Works - Engineering

Fund: 365 Capital Projects – County Complex

Action Requested and Recommended:

Staff requests that the Board approve and execute the Certificate of Substantial Completion for the New Jail Facility.

Funding Source: 65235523-562311 Peter Brown Construction

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: N/A

Is this action consistent with the Nassau County Comprehensive Land Use Plan?
Yes

Reviewed By:

Legal:

Finance:

Coordinator:



RECEIVED
COUNTY COORDINATORS
OFFICE
02 SEP 24 PM 2:51



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 : Dawn Stevenson, Contract Manager 

DATE : September 30, 2002

SUBJECT : New Jail Facility
Request for Approval & Execution of Certificate
Of Substantial Completion

A Certificate of Substantial Completion has been submitted to our office by Clemons, Rutherford & Associates. The attached punch list items identified in the punch list attached to the Certificate of Substantial Completion are approximately 90% complete.

Staff respectfully requests that the Board of County Commissioners approve the Certificate of Substantial Completion as submitted by Peter R. Brown and authorize the Chairman to execute same.

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

sent 4-14-03 JTB

MCBCC
Purchasing Director
Diane Tucker

Diane Tucker

Sincerely,

Thank you.

If you have any questions, please do not hesitate in contacting my office at (352) 620-3378.

I appreciate your assistance in this matter.

Marion County Board of County Commissioners
Attn: Diane Tucker
521 SE 26th Court
Ocala, FL 34471

Please forward these documents to the following address:

This letter is a request for a public record. The Marion County Board of County Commissioners (MCBCC) is requesting a copy of the Construction Manager contract between Nassau County and Peter R. Brown Construction, Inc. for the building of the Nassau County jail.

Mr. Oxley:

Re: Public Record Request

Mr. JM Oxley, Sr.
Clerk of the Court
Nassau County
191 Nassau Place
Yulee, FL 32097

April 11, 2003

MARION COUNTY
BOARD OF COUNTY COMMISSIONERS,
PURCHASING DEPARTMENT
521 SE 26th Court, Ocala, FL 34471
Phone (352) 620-3378 - Fax (352) 620-3390



**Marion County
Board of County Commissioners
Purchasing Department**

**521 S.E. 26th Court, Ocala, Florida 34471
(352)620-3378/SUNCOM 667-3379/FAX (352) 620-3390**

CLERK OF COURTS
SSAO COUNTY, FLORIDA

2003 APR 11 PM 2:54



FACSIMILE COVER SHEET

Date: 4-11-03

To: Joyce

Company: Nassau Co. Clerk of Court

Fax Number: 904-321-5795

From:

- () Diane Tucker
- () Billie Hollingsworth
- () Becky Jayne
- () Susan Olsen
- () Toni Iorio

Number of Pages 2, including cover sheet.

Comments:

Thank you!