

Barnwell & Associates, Inc.

BARNWELL & ASSOCIATES, INC. • P.O. BOX 60070 • JACKSONVILLE, FL. 32260 • 904-287-8230 • FAX 904-287-3009

PROPOSAL

Date: 11/23/04

To: THE AUCHTER COMPANY

Attn: MR. JACK BELT

Re: NASSAU COUNTY COURTHOUSE

We will provide all labor, material, and equipment including applicable insurance and taxes to perform the following:

REMOVE AND REPLACE WATER DAMAGED PLASTER IN COURTROOM

OUR QUOTE: \$2,670.00

Thank you for the opportunity to submit this proposal

This proposal is subject to acceptance within 30 days from date and void thereafter at the option of the undersigned
Note: Please Sign and Return Green Copy

This proposal is hereby accepted in accordance with the terms stated above and on the reverse side hereof

Barnwell and Associates, Inc.

Nassau County Board of County Commissioners

Accepted

Floyd W. Vanzant
Chairman, Floyd W. Vanzant

By *Samuel S. Small*
Title

Date

12-13-04
Buyer

Seller

Approved as to form:

Michael S. Mullin
Michael S. Mullin, County Attorney

Attest:

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

CONDITIONS OF CONTRACT OR SALE

1. Buyer shall make no charge against Seller for liquidated damages, cleanup, hoisting, watchman, telephone, broken glass, light, rubbish removal or insurance. Seller is required to remove only that rubbish caused by Seller and pay for that breakage caused by the negligence of Seller's employees.

2. No back or extra charges of any kind or any change in the terms and conditions of this agreement shall be binding upon the Seller unless the same is in writing and duly approved in writing by the Seller.

3. Buyer shall bear the risk of any loss or damage to materials delivered to Buyer's premises or installed by Seller, whether such loss or damage results from theft, misuse, fire, flood or any other cause, except Seller's own negligence, and Buyer shall reimburse Seller for any such loss or damage.

4. Seller shall not be responsible for any delay or inability to deliver materials or perform labor, beyond Seller's reasonable control. Without limiting the generality of the foregoing, the Seller shall in no event be liable for any delay or inability to deliver materials or perform labor when such inability is occasioned or caused by strikes or lockouts or any other type or kind of labor dispute.

5. Seller assumes all liability for the collection and payment of social security and unemployment compensation taxes on its employees and Seller shall carry workmen's compensation and liability insurance.

6. If this is a contract for completed installation of Seller's materials, Seller will pay all sales and/or use taxes in effect at the date of the proposal. Any other or additional taxes are to be paid by the Buyer. If this is a contract for material sales only, Buyer will pay all sales and/or use taxes.

7. Payment of the price stated in this proposal, together with payment of any extras, shall be made by the Buyer to the Seller as follows:

On or before the 10th day of each calendar month, one hundred percent (100%) of the value of all materials delivered upon the premises and of work performed during the immediately preceding month is due, unless other terms are specified within this proposal. Final payments shall be made within thirty (30) days after completion of Seller's work embodied in the above and foregoing proposal. If on account of delays by Buyer or for any other cause beyond the reasonable control of the Seller, Seller is unable to complete its work, the Buyer shall pay the Seller in full on or before the 10th day of the calendar month following the month in which work was suspended, for all materials delivered or in transit and work performed by Seller up to the time of suspension of the work. If payments are not made in accordance with the terms hereof, it is agreed that interest on said unpaid balances at the maximum legal rate of interest presented by the laws of the State of Florida will become due for the period of default and at Seller's election. Seller may suspend work until such payments are made and all costs or expenses incurred by Seller in collecting any sums due under this proposal, whether by suit or otherwise, including reasonable attorney's fees, shall be paid by Buyer.

8. If the Buyer desires a performance bond or other bond, such bond shall be at the expense of the Buyer.

9. There are no agreements or understandings between Buyer and Seller not specifically set out above.

10. This proposal shall be construed in accordance with the laws of the State of Florida.

11. This proposal shall become a legal and binding contract between Buyer and Seller based on the pricing and conditions in said proposal, or shall become a part of any written contract based on said proposal.

Agenda Request For: *December 13, 2004*

Department: *Building Maintenance*

Background: *The Historic Courthouse courtroom has plaster damage to the walls. Jack Belt-with The Autcher Company was contacted to assess the situation. Mr. Belt recommends Barnwell and Associates, Inc. to provide the labor, material and equipment to remove and replace the damaged plaster in the courtroom area at the Historical Courthouse.*

Barnwell & Associates, Inc. was the company that repaired the walls during the renovations.

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

Action requested and recommendation: *Request the Board to award the project for the removal and replacing of the damage to the plaster in the Historical Courthouse courtroom to Barnwell & Associates as recommended by Jack Belt for the quoted amount of \$2,670.00*

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

Funding Source: *01192712-546000*

Reviewed by:

Department Head

Daniel Salmer

Legal

Finance

Chairman

John Vanzant

Grants

04 DEC -9 AM 9:19

RECEIVED
COUNTY CLERK
OFFICE

Revised 03/04

APPROVED

DATE 12/13/04

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*12/13/04
Daniel Salmer
John Vanzant*

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

Funding Source: *01192712-546000 Funds available as of 12/9/04 \$9,781.24 - see printout attached 12/9/04*

Reviewed by:

Department Head *Daniel Salmer*

Legal _____

Finance _____

Chairman *Aryl Kungant*

Grants _____

RECEIVED
COUNTY COMMISSIONERS
OFFICE
DEC - 8 PM 1:50

Revised 03/04

P.O. Box 60070
Jacksonville, Florida 32260
Phone # (904) 287-0230
Fax # (904) 287-3009



Fax

copy Connie

548-4669

To: Daniel Salmon	Co.: Nassau County
Fax: 1-904-548-4667	Pages: 3 including cover sheet
Phone:	Date: December 13, 2004
Re: NASSAU COUNTY COURTHOUSE	From: Tim Barnwell

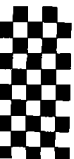
Urgent For Review Please Comment Please Reply Please Recycle

• **Comments:** Daniel,

Please find the copies you requested. If you need anything else please call.

Thinks

Tim Barnwell



12/09/2004
13:32:33

BOARD OF COMMISSIONERS
YEAR-TO-DATE BUDGET REPORT

PAGE 1
glytbdud

FOR 2005 99

001	GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

001	GENERAL FUND							

01192712	MAINTENANCE-COURTHOUSE							

01192712	546000 REPAIRS & MAINTENANCE	10,000	0	10,000	218.76	.00	★ 9,781.24	2.2%
	TOTAL MAINTENANCE-COURTHOUSE	10,000	0	10,000	218.76	.00	9,781.24	2.2%
	TOTAL GENERAL FUND	10,000	0	10,000	218.76	.00	9,781.24	2.2%
	TOTAL EXPENSES	10,000	0	10,000	218.76	.00	9,781.24	
	GRAND TOTAL	10,000	0	10,000	218.76	.00	9,781.24	2.2%

November 24, 2004



THE AUCHTER COMPANY

Mr. Chip Oxley
Clerk of Courts
Nassau County
PO Box 456
Fernandina Beach, FL 32034

Dear Chip,

Attached is the quote received from Barnwell and Associates for the repairs necessary at the water-damaged area in the historic courtroom.

Please advise should you need additional assistance as the repairs progress.

Very Truly Yours,
The Auchter Company

A handwritten signature in cursive that reads "Jack A. Belt".

Jack A. Belt
Senior Vice President

JAB/ec

attachment

cc: Daniel Salmon ✓
File

GENERAL CONTRACTORS • DESIGN BUILD • CONSTRUCTION MANAGERS

4804 Kernan Boulevard South • Jacksonville, Florida 32224
www.auchter.com • (904) 355-3536 • FAX (904) 353-0234 • CGC No. 000493
Incorporated 1929 • Experience Is Our Foundation

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By _____

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Seller

12/01/2004

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YEAR-TO-DATE BUDGET REPORT

PAGE 1
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FOR 2005 99

001	GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

001	GENERAL FUND							

01192712	MAINTENANCE-COURTHOUSE							

51	PERSONAL SERVICES							

01192712	514000 OVERTIME-COURTHOUSE RENOV	0	0	0	.00	.00	.00	.0%
01192712	521010 FICA TAXES-COURTHOUSE REN	0	0	0	.00	.00	.00	.0%
01192712	521020 MEDICARE TAXES-COURTHOUSE	0	0	0	.00	.00	.00	.0%
01192712	522000 RETIREMENT-COURTHOUSE RENO	0	0	0	.00	.00	.00	.0%
	TOTAL PERSONAL SERVICES	0	0	0	.00	.00	.00	.0%

53	OPERATING							

01192712	534000 CONTRACT SERVICE	2,700	-505	2,195	.00	.00	2,195.00	.0%
01192712	541000 COMMUNICATIONS AND FREIGHT	0	505	505	.00	.00	505.00	.0%
01192712	543000 UTILITY SERVICES	30,000	0	30,000	3,174.77	.00	26,825.23	10.6%
01192712	544030 RENTAL/LEASES-CULLIGAN	300	0	300	8.00	.00	292.00	2.7%
01192712	545000 INSURANCE	0	0	0	1,240.00	.00	-1,240.00	100.0%
01192712	546000 REPAIRS & MAINTENANCE	10,000	0	10,000	163.08	.00	9,836.92	1.6%
01192712	549000 OTHER CURRENT CHARGES & OB	0	0	0	.00	.00	.00	.0%
01192712	549101 ADA - COMPLIANCE REQUIREME	0	0	0	.00	.00	.00	.0%
01192712	552000 MISCELLANEOUS SUPPLIES	500	0	500	13.00	.00	487.00	2.6%
01192712	552030 JANITORIAL SUPPLIES	2,500	0	2,500	.00	1,000.00	1,500.00	40.0%
01192712	552640 EQUIPMENT <\$750	800	0	800	.00	.00	800.00	.0%
	TOTAL OPERATING	46,800	0	46,800	4,598.85	1,000.00	41,201.15	12.0%

56	CAPITAL OUTLAY							

01192712	564000 EQUIPMENT	0	0	0	.00	.00	.00	.0%
01192712	564001 EQUIP \$5000 OR GREATER	0	0	0	.00	.00	.00	.0%
01192712	564002 EQUIP \$50,000 OR GREATER	0	0	0	.00	.00	.00	.0%
	TOTAL CAPITAL OUTLAY	0	0	0	.00	.00	.00	.0%
	TOTAL MAINTENANCE-COURTHOUSE	46,800	0	46,800	4,598.85	1,000.00	41,201.15	12.0%

12/01/2004
46:26

BOARD OF COMMISSIONERS
YEAR-TO-DATE BUDGET REPORT

PAGE 2
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FOR 2005 99

001	GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

	TOTAL GENERAL FUND	46,800	0	46,800	4,598.85	1,000.00	41,201.15	12.0%
	TOTAL EXPENSES	46,800	0	46,800	4,598.85	1,000.00	41,201.15	
	GRAND TOTAL	46,800	0	46,800	4,598.85	1,000.00	41,201.15	12.0%