



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 4th day of November in the year of Nineteen Ninety-Seven.

(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)

The Auchter Company

1021 Oak Street

Jacksonville FL 32204

The Project is:

(Name, address and brief description)

Nassau County Courthouse Temporary Facility

191 Nassau Place

Fernandina Beach FL 32034

The Architect is:

(Name and address)

Fred I. Podris, Architect

4000-11H St. Johns Avenue

Jacksonville FL 32205

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The Owner and Construction Manager agree as set forth below. This is a cost plus a fee contract with no GMP. The date of substantial completion is January 12, 1998.

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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

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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 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 Architect will promptly reply in writing to the Construction Manager if the Architect or Owner know of any objection to such subcontractor or supplier. The receipt of such list shall not require the Owner or Architect to investigate the qualifications of proposed subcontractors or suppliers, nor shall it waive the right of the Owner or Architect 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 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.

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.

3.4 LEGAL REQUIREMENTS

The Owner shall determine and advise the Architect and

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.)

Not Applicable

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.

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 () 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.)

(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% of all managed direct and indirect costs paid by Nassau County. In addition to the fee, Contractor will be paid to provide an on-site supervisor at the following rates: Straight time = \$45.00/hour

Overtime = \$67.50/hour

Contractor's fee for any additional expenses is 6% of the additional expense

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.)

Not Applicable

5.3 CHANGES IN THE WORK

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

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

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

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

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

6.1 COSTS TO BE REIMBURSED

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

6.1.2 LABOR COSTS

- .1** Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's agreement, at off-site workshops.
- .2** Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's agreement.
(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal office or offices other than the site office shall be included in the Cost of the Work, such personnel shall be identified below.)
- .3** Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.
- .4** Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary

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benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work under Clauses 6.1.2.1 through 6.1.2.3.

6.1.3 SUBCONTRACT COSTS

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

6.1.4 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION

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

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

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

6.1.6 MISCELLANEOUS COSTS

- .1 That portion directly attributable to this Contract of premiums for insurance and bonds.
(If charges for self insurance are to be included, specify the basis of reimbursement.)
- .2 Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Construction Manager is liable.
- .3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.
- .4 Fees of testing laboratories for tests required by the Contract Documents, except those related to nonconforming Work other than that for which payment is permitted by Clause 6.1.8.2.
- .5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent;

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provided, however, that such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or the Guaranteed Maximum Price and provided that such royalties, fees and costs are not excluded by the last sentence of Subparagraph 3.17.1 of AIA Document A201 or other provisions of the Contract Documents.

- .6 Data processing costs related to the Work.
- .7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement.
- .8 Legal, mediation and arbitration costs, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work and with the Owner's written permission, which permission shall not be unreasonably withheld.
- .9 Expenses incurred in accordance with the Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations.

6.1.7 OTHER COSTS

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

6.1.8 EMERGENCIES AND REPAIRS TO DAMAGED OR NONCONFORMING WORK

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

- .1 In taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Paragraph 10.3 of AIA Document A201.
- .2 In repairing or correcting damaged or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement of the Construction Manager or the Construction Manager's foremen, engineers or superintendents, or other supervisory, administrative or managerial personnel of the Construction Manager, or the failure of the Construction Manager's personnel to supervise adequately the Work of the Subcontractors or suppliers, and only to the extent that the cost of repair or correction is not recoverable by the Construction Manager from insurance, Subcontractors or suppliers.

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

6.2 COSTS NOT TO BE REIMBURSED

6.2.1 The Cost of the Work shall not include:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Clauses 6.1.2.2 and 6.1.2.3.
- .2 Expenses of the Construction Manager's principal office and offices other than the site office except as specifically provided in Paragraph 6.1.
- .3 Overhead and general expenses, except as may be expressly included in Paragraph 6.1.
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.

- .5 Rental costs of machinery and equipment, except as specifically provided in Subparagraph 6.1.5.2.
- .6 Except as provided in Clause 6.1.8.2, costs due to the negligence of the Construction Manager or to the failure of the Construction Manager to fulfill a specific responsibility to the Owner set forth in this Agreement.
- .7 Costs incurred in the performance of Preconstruction Phase Services.
- .8 Except as provided in Clause 6.1.7.1, any cost not specifically and expressly described in Paragraph 6.1.
- .9 Costs which would cause the Guaranteed Maximum Price to be exceeded.

6.3 DISCOUNTS, REBATES AND REFUNDS

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

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

6.4 ACCOUNTING RECORDS

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

ARTICLE 7 CONSTRUCTION PHASE

7.1 PROGRESS PAYMENTS

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

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

7.1.3 Provided an Application for Payment is received by the Architect not later than the tenth day of a month, the Owner shall make payment to the Construction Manager not later than the thirtieth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than fourteen (14) days after the Architect receives the Application for Payment.

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

7.1.5 Each Application for Payment shall be based upon the most recent schedule of values submitted by the Construction

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

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

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

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

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

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

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

accountants acting in the sole interest of the Owner.

7.2 FINAL PAYMENT

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

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

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

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

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

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

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

ARTICLE 8 INSURANCE AND BONDS

8.1 INSURANCE REQUIRED OF THE CONSTRUCTION MANAGER

During both phases of the Project, the Construction Manager shall purchase and maintain insurance as set forth in Paragraph 11.1 of

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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>Employer's liability each accident</u>	<u>\$500,000.00</u>
<u>Employer's liability disease policy limit</u>	<u>\$500,000.00</u>
<u>Employer's liability each employee</u>	<u>\$500,000.00</u>

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)

\$ 1,000,000.00 Each Occurrence
\$ 2,000,000.00 General Aggregate
\$ 1,000,000.00 Personal and
Advertising Injury
\$ 2,000,000.00 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 one (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:

\$ 1,000,000.00 Each Accident

8.1.4 Other coverage:

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

8.2 INSURANCE REQUIRED OF THE OWNER

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

8.2.1 Property Insurance:

\$ 500.00 Deductible Per Occurrence
\$ 1,000.00 Aggregate Deductible

8.2.2 Boiler and Machinery insurance with a limit of:

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

\$

8.3 PERFORMANCE BOND AND PAYMENT BOND

8.3.1 The Construction Manager shall not *(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.

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

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 DISPUTE RESOLUTION FOR THE PRECONSTRUCTION PHASE

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

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

9.1.3 Any claim, dispute or other matter in question not resolved by mediation shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

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

9.1.5 No arbitration arising out of or relating to the Contract Documents shall include, by consolidation or joinder or in any other manner, the Architect, the Architect's employees or consultants, except by written consent containing specific reference to the Agreement and signed by the Architect, Owner, Construction Manager and any other

person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the Owner, Construction Manager, a separate contractor as described in Article 6 of AIA Document A201 and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the Owner or Construction Manager or a separate contractor as described in Article 6 of AIA Document A201 shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute agreement to arbitration of a dispute not described in such consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional 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.

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.

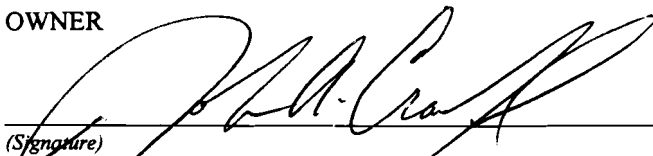
10.3 SUSPENSION

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

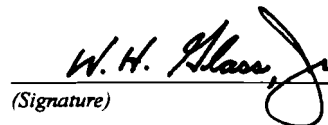
This Agreement entered into as of the day and year first written above.

OWNER



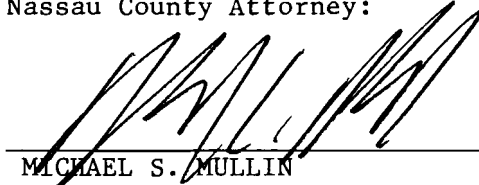
John A. Crawford, Chairman
Board of County Commissioners, Nassau County
(Printed Name and Title)

CONSTRUCTION MANAGER THE AUCHTER COMPANY



W. H. Glass, Jr.
President
(Printed Name and Title)

Approved as to form by the
Nassau County Attorney:



MICHAEL S. MULLIN

ATTEST:



J. M. "CHIP" OXLEY, JR.
EX-OFFICIO
NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

9.1 **MEDIATION:** 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 prior to institution of legal proceedings by either party. Mediators shall be chosen from a Supreme Court approved list of mediators in the Fourth Judicial Circuit and the cost of mediation shall be borne by the Contractor.



THE AUCHTER COMPANY

September 30, 1997

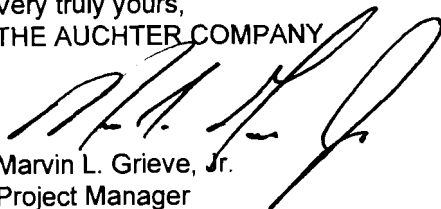
Mr. Michael S. Mullin
County Attorney
Nassau County
Board of County Commissioners
P. O. Box 1010
Fernandina Beach FL 32035-1010

RECEIVED
10/2/97

Dear Mr. Mullin:

Enclosed please find the Addendum for Design/Build Services which has been signed by us.

Very truly yours,
THE AUCHTER COMPANY



Marvin L. Grieve, Jr.
Project Manager

MLGjr/bn
Encl.

cc: File

Experience Is Our Foundation • Incorporated 1929

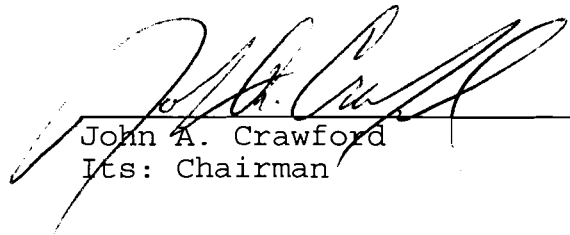
ADDENDUM FOR DESIGN/BUILD SERVICES

1. The parties agree that the concept drawings and finishes provided pursuant to the Design Build Agreement shall be the property of Nassau County and Nassau County shall utilize said drawings and finishes for whatever purpose it deems necessary, regardless of the percentage completion.
2. The parties agree that Nassau County has the right to choose any other firm to construct any aspect of the temporary Courthouse facility.

THE AUCHTER COMPANY


Marvin L. Grieve

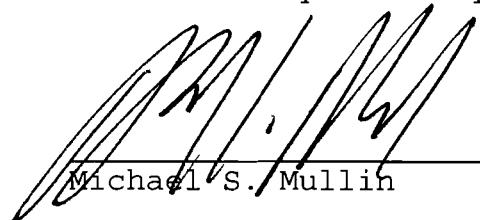
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


John A. Crawford
Its: Chairman

ATTEST:


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

Approved as to form by the
Nassau County Attorney:


Michael S. Mullin



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

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

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

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

September 25, 1997

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

Mr. Marvin L. Grieve
The Auchter Company
Post Office Box 1193
Jacksonville, FL 32201-1193

Dear Mr. Grieve:

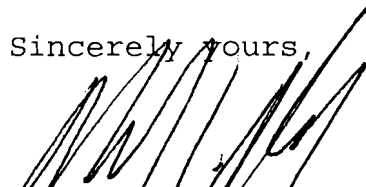
Enclosed please find the signed letter of September 22, 1997 regarding the temporary Courthouse Facility.

I have also enclosed an addendum which is contingent upon our acceptance of the conditions of your letter of September 22, 1997.

If, for some reason, you cannot sign the Addendum, then the letter of September 22, 1997 is void.

If you do sign the addendum, please return same to us at the address contained within the letterhead within five days of the date of this letter.

Sincerely yours,



Michael S. Mullin
County Attorney

MSM:jb

Enclosure

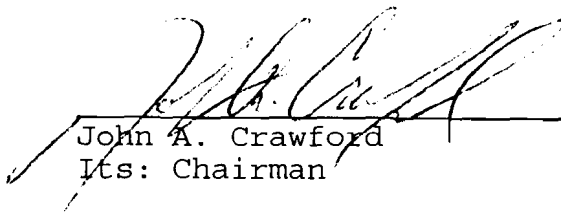
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1. The parties agree that the concept drawings and finishes provided pursuant to the Design Build Agreement shall be the property of Nassau County and Nassau County shall utilize said drawings and finishes for whatever purpose it deems necessary, regardless of the percentage completion.
2. The parties agree that Nassau County has the right to choose any other firm to construct any aspect of the temporary Courthouse facility.

THE AUCHTER COMPANY


BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

Marvin L. Grieve



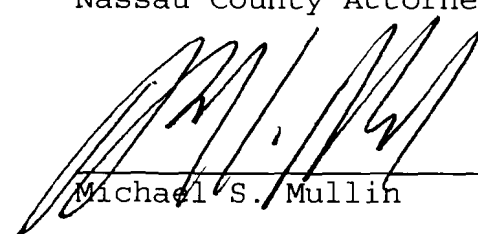
John A. Crawford
Its: Chairman

ATTEST:



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

Approved as to form by the
Nassau County Attorney:



Michael S. Mullin

RECEIVED SEP 23 1997 *zy*



THE AUCHTER COMPANY

September 22, 1997

Mr. Walt Gossett
Nassau County Coordinator
3163 Bailey Rd.
Fernandina Beach, FL 32034

RE: Nassau County Temporary Courthouse Facility Phase I
Design Proposal II

Dear Mr. Gossett:

The Auchter Company would like to submit a revised proposal for the design fees for the temporary courthouse facility to be built in Nassau County. Our original proposal included the services of PQH Architects for the architectural design. There are many advantages to utilizing their experience and knowledge of the new courthouse facility and its personnel. However, we are not convinced that PQH Architect has offered a proposal to provide the design services for this facility that meet the primary needs of Nassau County.

This is a temporary construction project and costs, including design fees must be kept to a minimum. The Auchter Company would like to offer you the option of utilizing Fred I. Podris, Architect for these services. We believe that we can provide the same degree of service and reduce the cost for this project.

I have included a revised proposal with Fred I. Podris, Architect listed as the design professional. Please review both proposals and call us to discuss any concerns you may have.

Very truly yours,

THE AUCHTER COMPANY

Marvin L. Grieve

cc: Mr. S.B. Glass
File

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THE AUCHTER COMPANY

September 22, 1997

Mr. Walt Gossett
Nassau County Coordinator
3163 Bailey Rd.
Fernandina Beach, FL 32034

RE: Nassau County Temporary Courthouse Facility Phase I

Dear Mr. Gossett:

The Auchter Company is pleased to provide this proposal for design-build services for this project. At this time we are prepared to provide Phase I design services for a GMP of \$68,320.00. This proposal consists of the following:

Architectural Design	Fred I Podris Architect	\$20,000.00
Mechanical Design	W.W. Gay	\$18,000.00
Electrical Design	Miller Electric	\$10,000.00
Project Administration	Auchter	\$16,000.00
Fee		<u>\$4,320.00</u>
Total GMP Proposal		\$68,320.00

Phase II pricing will be completed upon acceptance of concept drawings and finishes. The Auchter Company knows that time is of the essence and all design team parties are prepared to devote the resources required to complete this project in the shortest time possible.

This is a Guarantee Maximum Price to provide design services. The Auchter Company will participate in the savings based on a ratio of 85% to the Owner and 15% to The Auchter Company.

Please indicate your acceptance of this proposal and return to The Auchter Company.

If I can be of further assistance, please call me.

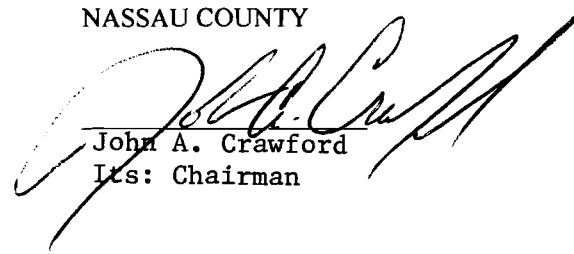
Very truly yours,

Accepted: Subject to Addendum attached hereto.

THE AUCHTER COMPANY

NASSAU COUNTY


Marvin L. Grieve


John A. Crawford
Its: Chairman

cc: Mr. S.B. Glass
File

ATTEST:


J. M. "Chip" Oxley, Jr.

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THE AUCHTER COMPANY

September 19, 1997

Mr. Walt Gossett
Nassau County Coordinator
3163 Bailey Rd.
Fernandina Beach, FL 32034

RE: Nassau County Temporary Courthouse Facility Phase I

Dear Mr. Gossett:

The Auchter Company is pleased to provide this proposal for design-build services for this project. At this time we are prepared to provide Phase I design services for a GMP of \$90,000.00. This proposal consists of the following:

Architectural Design	PQH Architects	\$40,000.00
Mechanical Design	W.W. Gay	\$18,000.00
Electrical Design	Miller Electric	\$10,000.00
Project Administration	Auchter	\$16,110.00
Fee		<u>\$5,890.00</u>
Total GMP Proposal		\$90,000.00

Phase II pricing will be completed upon acceptance of concept drawings and finishes. The Auchter Company knows that time is of the essence and all design team parties are prepared to devote the resources required to complete this project in the shortest time possible.

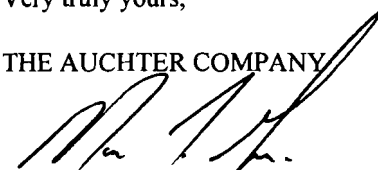
This is a Guarantee Maximum Price to provide design services. The Auchter Company will participate in the savings based on a ratio of 85% to the Owner and 15% to The Auchter Company.

Please indicate your acceptance of this proposal and return to The Auchter Company.

If I can be of further assistance, please call me.

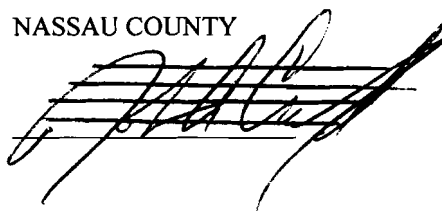
Very truly yours,

THE AUCHTER COMPANY


Marvin L. Grieve

Accepted:

NASSAU COUNTY



cc: Mr. S.B. Glass
File

Experience Is Our Foundation • Incorporated 1929



THE AUCHTER COMPANY

November 3, 1997

Mr. Walt Gossett
County Coordinator
2290 State Road 200
Fernandina Beach, FL 32034

RE: Letter of Interest for the ABA interior Build-out

Dear Mr. Gossett,

Thank you for allowing The Auchter Company to submit a proposal to manage the construction/build-out of the former American Body Armor building into the temporary court facilities. The Auchter Company remains very interested in handling this project for Nassau County and is eminently qualified to do so.

In our acceptance of the challenge to manage this project for Nassau County, The Auchter Company acknowledges that we are aware of the difficulties involved in this project including existing site conditions and extremely tight time requirements. Specifically, we acknowledge that it is the requirement of the County that this project be complete by the date of January 12, 1998 and that the County intends to begin utilizing the facility for its intended purpose that week.

Included with this letter is other relevant information regarding this project and The Auchter Company's ability to handle it. We believe that after looking through this information you will agree that The Auchter Company is The County's best choice for handling the project.

Again thank you for considering The Auchter Company.

Very Truly Yours,
The Auchter Company

S. Bradley Glass
Vice President

Experience Is Our Foundation • Incorporated 1929

Index

i. Summary of Firm's Ability to Satisfy County's Requirements

ii. List of Recent Similar Projects Handled by The Auchter Company

iii. Reference Lists for Similar Projects

iv. Proposed Project Team and Response Time

INDEX

I. Summary of Firm's Ability to Satisfy
County's Requirements

II. List of Recent Similar Projects Handled
by The Auchter Company

III. Reference Lists for Similar Projects

IV. Proposed Project Team and Response Time
V. Copy of Current Florida Professional
Registration Certificate

VI. Proposed Schedule

VII. Bid Form

VIII. Executed Sworn Statements



The Auchter Company

GENERAL CONTRACTORS • DESIGN BUILD • CONSTRUCTION MANAGERS
"Experience Is Our Foundation"

**SUMMARY OF THE AUCHTER COMPANY'S ABILITY TO SATISFY
NASSAU COUNTY'S REQUIREMENTS ON THE BUILD-OUT OF THE ABA BUILDING**

The Auchter Company promises Nassau County and its taxpayers that it will be committed to providing Construction Management services that not only will meet the countys requirements, but exceed them to the best of our abilities. The Auchter Company has over 68 years of Construction Management history, many of which is on projects of comparable size and complexity to the build-out of the ABA building project. In fact, The Auchter Company has served and is currently serving as Construction Manager/General Contractor on several similar renovation and build out projects buildings for the City of Jacksonville and other major clients. (Please see enclosed similar project reference list.)

In the last ten years alone, The Auchter Company has done over a half a billion dollars worth of construction projects in the North Florida area alone. In fact, no other contractor in the world has built more in the North Florida area than The Auchter Company. The team we have put together for this project is "our best". Together, our project manager, Marv Grieve and superintendent, Don Walsingham, have successfully completed dozens of comparable projects. They both are experts in construction methodology, scheduling, value engineering and technical management of a job of this complexity. (Please see enclosed resumes). Please note, we will be using Mr. Cory Smith in conjunction with Don Walsingham to handle the demolition and early stages of this project.

The combined efforts of our previous clients, architects, engineers, consultants and The Auchter Company have resulted in early occupancy, substantial cost savings and complete owner satisfaction. These projects all utilized our construction management expertise in cost benefit studies, constructibility analysis, scheduling, information management, construction contract management, claims management and our overall construction knowledge.

The Auchter Company is very proud of our demonstrated professional abilities and sincerely hopes you will let us be an integral part of "the team" and furnish all of the construction management services for the Nassau County Temporary Court Facility. We will not let you down, and look forward to a great project and completion of this project on schedule.



List of Similar Fast-track Projects Handled by The Auchter Company

1996-1997

1. Prudential Insurance Company
Imeson Facility 150,000 sf 10 wks \$5,000,000
Mr. Robert O'Neill, Jr.
Project Manager
351-4600
2. Prudential Insurance Company
Indendent Life Bldg 85,000 sf 8 wks \$2,000,000
Mr. Robert O'Neill, Jr.
Project Manager
351-4600
3. Accustaff
Independent Life Bldg 85,000 sf 10 wks \$2,400,000
Mr. David Anderson
Director of Facilities & Support Services
725-5561
4. CSX Corporation
8th & 9th Floors BellSouth 45,000 sf 8 wks \$900,000
Mr. Jody Smith
Director of Facilities
279-5825
5. Wellspring Resources
26th Floor BellSouth 45,000 sf 8 wks \$2,700,000
Mr. Roy Collins 12 wks
Director of Facilities
791-2671
6. Wellspring Resources
Gunti Building 100,000 sf 8 wks \$2,800,000
Mr. Roy Collins 10 wks
Director of Facilities
791-2671

V. Copy of Current Florida Professional Registration

DISCUSSION

and Response Time



MARVIN L. GRIEVE, JR.
PROJECT MANAGER

Education and Professionalism

Bachelor of Civil Engineering, Ohio State University - Summa Cum Laude
Master of Civil Engineering, Ohio State University - Summa Cum Laude
United States Air Force, National Security Agency, Romanian Linguist

Construction Experience

Active in commercial, industrial and institutional construction industry since 1980. Mr. Grieve has extensive knowledge and experience in many types of construction projects. His proven performance in dozens of construction projects in the role of Project Manager have made him an expert in the preconstruction process, especially in the areas of constructability analysis, value engineering, scheduling and coordination of new construction and expansion projects.

When available for ABA Build-out Project = Now
Number of years with The Auchter Company 17

Major Project Experience

Project: Wellspring Resources Jacksonville - Gunti Building

Project Description: Interior renovation and build-out of the Gunti Building in Freedom Commerce Center which totaled over 100,000 sf and was valued at \$2,800,000.00

Contract Amount: \$2,800,000.00

Dates: June 1997 to November 1997

Title: Project Manager

=====

Project: Wellspring Resources Jacksonville - BellSouth Building

Project Description: Interior renovation of the 26th, 28th and 29th floors for Wellspring Resources. Contract included additional UPS/Computer Room, executive offices and open office space. Phased construction.

Contract Amount: \$2,189,000.00

Dates: June 1996 - December 1996

Title: Project Manager

=====

Project: Duval County Courthouse, Juvenile Court, Jail & Clerk of Court Renovations

Project Description: Complete renovation of the Duval County Courthouse, Juvenile Court, Jail and Clerk of Court space, which was originally built in its entirety by The Auchter Company in 1957. Specifically, the contract includes asbestos abatement, demolition, disposal and renovation of the above listed areas. Contract also includes the renovation of detention areas including 9 jail cells and other secured areas and the addition of three new court rooms. Project involves extreme coordination and has been done in four phases.

Contract Amount: \$2,906,697.00

Dates: Completed January 3, 1997

Title: Project Manager

=====

Project: BellSouth Tower Tenant Build-outs (Fast-tracked)

Project Description: Complete remodels and adaptive re-uses of existing space in the BellSouth Tower which Auchter originally built in 1984. Since that time, Auchter has handled dozens of build-outs for BellSouth's corporate tenants including: Wellspring Resources, CSX Transportation, Life Services, Telco Credit Union, American Airlines and several attorneys' offices.

Contract Amount: Varies (\$50,000.00 - \$4,000,000.00)

Dates: 1984-1996

Title: Project Manager

=====

Project: City of Jacksonville Fire and Rescue Headquarters Building

Project Description: This project called for the renovation and adaptive re-use of the former Federal Reserve Building, which was originally built by Auchter in the late 1940's into Jacksonville's new Fire and Rescue Emergency Operations Center. Phase I of this project called for the complete reworking of two and one half of the six floors of this building including new walls, door finishes, computer access flooring, new ceilings, new HVAC and new lighting. The contract also includes the included the installation of large emergency generator back-up power system as well as emergency water system.

Contract Amount: \$1,952,000.00

Date: Project completed on time June, 1996

Title: Project Manager

=====

Project: Trinity Baptist Church (Fast-tracked)

Project Description: This project called for the construction of a 2,400 seat Sanctuary which is designed to expand to 4,000 seats.

Contract Amount: \$3,800,000.00

Date: May, 1995

Title: Project Manager

=====

Project: BellSouth Tower (Fast-tracked)

Project Description: This project included the construction of a 30-story office building comprised of 1,000,000 sf of office space.

Contract Amount: \$100,000,000.00

Date: Completed 1994

Title: Project Manager

=====

Other Major Project Experience

The Jacksonville Landing, (Fast-tracked), Jacksonville FL

First Baptist Church, Orange Park FL

DePaul Building - 5th Floor, St. Vincent's Medical Center, Jacksonville FL

Greater Jacksonville Agricultural Fair, Jacksonville FL

The Jacksonville Eye Center, (Fast-tracked), Jacksonville FL

Oceanway Family Practice, (Fast-tracked), Jacksonville FL

Maxwell House Division - Green Bean Steamer Addition, (Fast-tracked), Jacksonville FL

JEA Office Building, Jacksonville FL

Summary of Experience and Personal Facts

Since 1980, when Mr. Grieve joined The Auchter Company, he has served as project manager on the construction of several Jacksonville landmarks, i.e., The Jacksonville Landing, the Greater Jacksonville Agricultural Fair complex and the 30-Story Southern Bell Tower.

Mr. Grieve has earned the reputation of delivering total satisfaction and quality products to the client. This reputation has been acquired through attention to detail, schedule and a cooperative attitude with architects and clients.

DONALD E. WALSINGHAM
PROJECT SUPERINTENDENT

Construction Experience

Mr. Walsingham has been employed by The Auchter Company since 1976. He is proficient in his role of project superintendent and is well liked by all he works with. He is extremely capable of handling fast-track projects and has a proven track record.

When available for ABA Build-out Project = Now

Number of years with The Auchter Company 21

Relevant Experience

Project: Wellspring Resources Jacksonville - Gunti Building - Fast-Track

Project Description: Interior renovation and build-out of the Gunti Building in Freedom Commerce Center which totaled over 100,000 sf and new valued at \$2,800,000.00

Contract Amount: \$2,800,000.00

Dates: June 1997 to November 1997

Actual Duties: Supervision and coordination at all levels of project for duration of job.

=====

Project: Wellspring Resources Jacksonville - BellSouth Building - Fast Track

Project Description: Demolition, remodeling 50,000 sf for office build-out including UPS/Computer Room.

Dates: 1996

Actual Duties: Supervision and coordination at all levels of project for duration of job.

=====

Project: BellSouth Tower

Project Description: 30-Story Office Building, 1,000,000 sf

Dates: 1980-1984

Actual Duties: Supervision, completing interior renovations averaging between 20-30,000 square feet per year

=====

Project: BellSouth Tenant Build-out

Project Description: Demo-remodeling for Southern Bell & corporate tenants

Dates: 1984-1996

Actual Duties: Supervision and coordination of all aspects of project for duration of job

=====

Project: BellSouth - Tenant: Life Services

Project Description: Office space build-out, approximately 5,000 square feet

Dates: 1985-1987

Actual Duties: Supervision and coordination of all aspects of project for entire duration of job including pre-construction

=====

Project: BellSouth - Tenant: Pafford, Carstetter & Gray, PA, Attorneys

Project Description: Office space build-out, approximately 5,000 square feet

Date: 1985-1987

Actual Duties: Supervision and coordination of all aspects of project for entire duration of job including pre-construction

=====

Project: BellSouth - Tenant: Amtrak

Project Description: Office space build-out, approximately 9,000 square feet

Date: 1996

Actual Duties: Supervision and coordination of all aspects of project for entire duration of job including pre-construction

=====

DONALD E. WALSINGHAM
PROJECT SUPERINTENDENT

page 2

Project: BellSouth - Tenant: CSX

Project Description: Office space build-out, four complete floors, total renovation, 100,000 square feet

Date: Present

Actual Duties: Supervision and coordination of all aspects of project for entire duration of job

=====

Summary of Experience and Personal Facts

Mr. Walsingham's hands-on, supervisory experience on the wide variety of projects he has accomplished reinforces his ability to supervise large and small jobs. He is dedicated to client satisfaction, producing quality products in a proficient and competent manner.

146288

STATE OF FLORIDA
Department of Business and Professional Regulation
CONST INDUSTRY LICENSING BOARD

ATE	BATCH NUMBER	LICENSE NBR
1/1996	96901216	CG -C000493

GENERAL CONTRACTOR
below IS CERTIFIED
he provisions of Chapter 489 , FS.
ion date: AUG 31, 1998

SS, WILBUR H JR
AUCHTER CO
1 OAK ST
BOX 1193
KSONVILLE

FL 32201-1193

TON CHILES
OVERNOR

DISPLAY AS REQUIRED BY LAW

RICHARD T. FARRELL
SECRETARY

617755

STATE OF FLORIDA
Department of Business and Professional Regulation
CONST INDUSTRY LICENSING BOARD

ATE	BATCH NUMBER	LICENSE NBR
4/1997	96905366	QB -0000705

BUSINESS ORGANIZATION
below IS QUALIFIED
he provisions of Chapter 489 FS.
ion date: AUG 31, 1999

IS IS NOT A LICENSE TO PERFORM WORK. THIS ALLOWS THE
PANY TO DO BUSINESS ONLY IF IT HAS A QUALIFIER.)

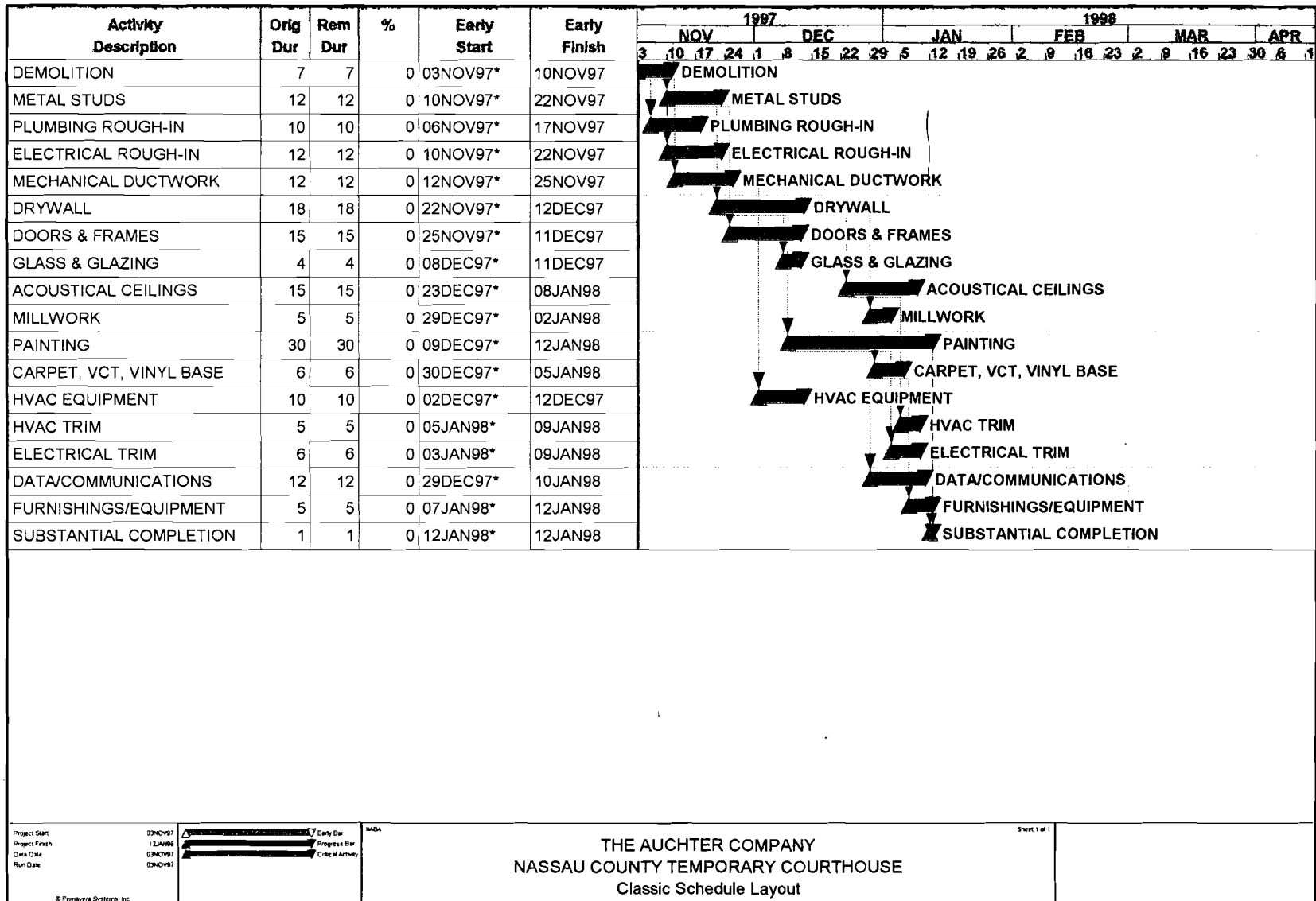
AUCHTER COMPANY
1 OAK STREET
BOX 1193
KSONVILLE

FL 32201

TON CHILES
OVERNOR

DISPLAY AS REQUIRED BY LAW

RICHARD T. FARRELL
SECRETARY



October 31, 1997

Specifications Document

for

Nassau County

**CONSTRUCTION MANAGEMENT AND
ON-SITE SUPERVISION SERVICES
ABA INTERIOR RENOVATIONS**

Statements

**BID FORM FOR
CONSTRUCTION MANAGEMENT
FOR INTERIOR BUILD-OUT FOR
ABA LOCATED AT 191 NASSAU PLACE**

SUBMITTED BY: The Auchter Company
1021 Oak St.
Jacksonville, FL 32204

SUBMITTED: 11-3-97

The undersigned as Bidder, hereby declares that the only person or persons interested in the proposal as Principals is, or are, named herein and that herein mentioned has bay interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith, without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the places where the work is to be done; that he has examined the plans and specifications for the work and contractual documents relative thereto, and has read all special provisions furnished prior to the opening of bids, that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the County of Nassau, Florida in the form contract specified, to furnish.

1. Bid Procurement

- A. Contractor shall solicit bids for all phases of work, bidders shall be selected by Contractor and Owner as mutually agreed.
- B. Contractor shall analyze and evaluate all bids.
- C. Contractor will provide bid analysis reports for multiple bids as requested by Owner.

2. Budget Management

- A. Contractor shall prepare Schedule of Values based on bids received and internal cost estimates.
- B. Contractor shall provide monthly budget reports in the form of draw requests using AIA form G702: Application and Certificate for Payment and AIA G703: Continuation Sheet.
- C. Contractor shall administer all change orders.
- D. Contractor shall review and approve all Subcontractor and supplier requests for payment.

Index

I. Summary of Firm's Ability to Satisfy County's Requirements

II. List of Recent Similar Projects Handled by The Bidder

VIII. Executed Sworn Statements

IV. Proposed Project Team and Resumes of Team Members

3. Contract Administration/Construction Services

- A. On-Site temporary services shall be ordered and scheduled by Contractor; budget for said services shall be as enumerated in the schedule of values.
- B. Contractor shall provide on-site supervision and schedule shall be prepared and administered by Contractor.
- C. Project scheduling including master construction schedule shall be prepared and administered by Contractor.
- D. Contractor shall prepare and execute all Subcontractors agreements purchase orders and supplier agreements.
- E. Contractor shall provide certificates of insurance and evidence of proper licensing to Owner for all Subcontractors and suppliers as applicable, Builders' Risk and General Liability Insurance premiums applicable to project shall be paid by Owner.
- F. Contractor shall provide lien releases or other evidence of final payment to Owner for all Subcontractors and suppliers as applicable.

4. Compensation Fees

- A. Construction Management Services 6% Fee on all Managed Direct & Indirect Cost
(all cost paid by Nassau County)
- * B. On-Site Supervision (Job Supt) \$45.00/hr straight time \$67.50/hr premium time
- C. Additional Expense 6% Fee on all managed additional expenses
(paid by Nassau County)

THE AUCHTER COMPANY

W.H. *[Signature]* PRESIDENT 11/3/97

Contractor Sign & Date

- * Includes base pay, labor burden, fringes, and job truck expenses.

CONFLICT OF INTEREST CERTIFICATE

NASSAU COUNTY MANAGEMENT AND ON-SITE SUPERVISION ABA INTERIOR BUILD-OUT

Consultant **MUST** execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either Section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of the County or independent agency requiring the goods or services described in these specifications has a material financial interest in this company.

W.H. Glass, Jr. PRESIDENT
Signature

W. H. Glass, Jr.
Name of Official - Typed

The Auchter Company
Company Name

1021 Oak St.
Business Address

Jacksonville, FL 32204
City, State, Zip Code

SECTION II

I hereby certify that the following named County official(s) and employee(s) having material financial interest(s) (in excess of 5%) in this company have filed **CONFLICT OF INTEREST** statement(s) with the Supervisor of Elections, 11 North 14th Street, Fernandina Beach, Florida, prior to bid opening date.

N/A

NAME	TITLE/POSITION	DATE OF FILING
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature

Name Of Official - Typed

Company Name

Business Address

City, State, Zip Code

**SWORN STATEMENT UNDER SECTION 287.13(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths.

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____
for Construction Management and On-Site Supervision Services For
ABA Interior Renovations
2. This sworn statement is submitted by The Auchter Company
whose business address is 1021 Oak St., Jacksonville, Fl 32204
_____ and (if applicable) its Federal Employer
Identification Number (FEIN) is 59-2134280 (If the entity has no
FEIN, include the Social Security Number of the individual signing this sworn
statement:
_____)
3. My name is W. H. Glass, Jr. and my relationship to the
entity named above is President
4. I understand that a "public entity crime" as defined in Paragraph 287.133.(1)(g).
Florida Statutes, means a violation of any State or Federal law by a person with
respect to and directly related to the transaction of business with any public entity
or with an agency or political subdivision of any other State or of the United States
and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or
material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph
287.133.(1)(b), Florida Statutes, means a finding of guilt or a conviction of a
public entity crime, with or without an adjudication of a guilt, in any Federal or
State trial court of record relating to charges brought by indictment or information
after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of
guilt or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(a)(a), Florida
Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime,
or
 - b. An entity under the control of any natural person who is active in the
management of the entity and who has been convicted of a public entity
crime. The term "affiliate" includes those officers, directors, executives,
partners, shareholders, employees, members, and agents who are active in
the management of an affiliate. The ownership by one person of shares

constituting a controlling interest in another person, or a polling of equipment or income among persons when not for fair market value under an arm's length, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any State or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.
(Please indicate which statement applies.)

True Neither the entity submitting this sworn statement, nor any officer, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

N/A The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

N/A There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

N/A The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

N/A The person or affiliate has not been placed on the convicted vendor list.
(Please describe any action taken by or pending with the Department
of General Services.)

THE AUCHTER COMPANY

W.H. Glass, Jr. PRESIDENT
Signature

11/3/97
Date

STATE OF FLORIDA

COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority,
W.H. Glass, Jr. who, ~~after first being sworn by me,~~
affixed his/her signature in the space provided above on this 3rd
day of Nov., 1997.

Juanita W. Lemen
Notary Public

My Commission Expires:

OFFICIAL NOTARY SEAL
JUANITA W LEMEN
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC629317
MY COMMISSION EXP. MAR. 27, 2001

PERSONALLY KNOWN ☒
TYPE OF I. D. _____
I. D. # _____

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
12/17/1997PRODUCER (904)388-1988 FAX 904-388-8199
Construction Insurance Corp.
2110 Herschel St.
Jacksonville, FL 32204THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.Attn:
INSURED The Auchter Company
W H Glass Company
P. O. Box 1193
Jacksonville, FL 32201-1193

Ext:

COMPANIES AFFORDING COVERAGE

COMPANY A Amerisure Insurance Company
COMPANY B United States Fire Ins Co
COMPANY C
COMPANY D

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNER'S & CONTRACTOR'S PROT	CPP1156636	05/01/1997	05/01/1998	GENERAL AGGREGATE	\$ 2,000,000
	PRODUCTS - COMP/OP AGG				\$ 2,000,000	
	PERSONAL & ADV INJURY				\$ 1,000,000	
	EACH OCCURRENCE				\$ 1,000,000	
	FIRE DAMAGE (Any one fire)				\$ 50,000	
	MED EXP (Any one person)				\$ 5,000	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA1198185	05/01/1997	05/01/1998	COMBINED SINGLE LIMIT	\$ 1,000,000
	BODILY INJURY (Per person)				\$	
	BODILY INJURY (Per accident)				\$	
	PROPERTY DAMAGE				\$	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
	OTHER THAN AUTO ONLY:					
	EACH ACCIDENT				\$	
	AGGREGATE				\$	
B	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	5530499595	05/01/1997	05/01/1998	EACH OCCURRENCE	\$ 5,000,000
	AGGREGATE				\$ 10,000,000	
					\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC1309100	01/01/1998	01/01/1999	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	EL EACH ACCIDENT				\$ 100,000	
	EL DISEASE - POLICY LIMIT				\$ 500,000	
	EL DISEASE - EA EMPLOYEE				\$ 100,000	
OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
Re: Nassau County Court House

CERTIFICATE HOLDER

Nassau County Board of County Commissioners
Building Department
P. O. Box 1010
Fernandina Beach, FL 32034

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL
30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,
BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY
OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Claudia Baker/CAB