

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Courthouse Expansion Project – Guaranteed Maximum Price

DEPARTMENT: Administrative Services **DIVISION:** _____

AUTHORIZED BY: J. Croteau **CONTACT:** J. Croteau **EXT.** 5277

Agenda Date 12/10/02, Regular <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/> Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>
--

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute Amendment 1 to the "Construction Manager at Risk" contract with The Haskell Company approving the Guaranteed Maximum Price for construction of the Criminal Justice Center.

BACKGROUND:

In January of 2001, the County entered into a contract with The Haskell Company to provide Construction Manager at Risk services for the new Criminal Justice Center. Since that time, Haskell has worked with the design team of HKS/ACi, County staff, and the County's Owner's Representative ZHA, to review the design and prepare construction estimates. Estimates confirming the budget were done at the Programming Phase, the Schematic Design Phase, and the Design Development Phase. Both Haskell and HKS/Aci provided estimates at the above phases which were reconciled to determine a final construction estimate. That estimate was used to confirm that the project design and project budget were aligned. At the end of the Design Development Phase the design team, Haskell, ZHA, and the County went through an extensive review of the plans and estimates to insure the project was within budget. Several items were changed or deleted from the project to ensure the project budget could be met. Many of these items continued to be carried as Additive Alternates. They have been included in the final documents and can be added back into the project if the budget allows. These items are listed in Exhibit A.

Construction Manager at Risk services require that Haskell provide the County with a Guaranteed Maximum Price (GMP) for the project at such times as the County deems

Reviewed by: _____
Co Atty: <u>[Signature]</u>
DFS: _____
Other: _____
DCM: <u>[Signature]</u>
CM: _____
File No <u>RAS-01</u>

appropriate. Haskell provided an initial GMP estimate in October based on 80% construction documents. The County requested Haskell further review their pricing. At 100% documents Haskell was asked to provide the project GMP package to the County. Attached as Exhibit B is the submittal letter and Executive Summary for that GMP package. Attachment C shows the summary of costs included in the GMP. Also, included in the GMP package is a list of Assumptions, Clarifications, and Exclusions, Exhibit D; and a listing of the Allowances, Exhibit E. Exhibit F shows the list of Value Engineering Items and Alternatives that the County accepted at the recommendation of Haskell, HKS/ACi, and ZHA. These changes, along with the earlier value engineering item changes, brought Haskell's Guaranteed Maximum Price to \$36,144,411. This price is within the County's budget and includes a \$400,000 estimate on Sales Tax Savings. It does not include any of the Additive Alternates listed in Exhibit A.

A project budget estimate is included in Exhibit G. The budget previously approved by the Board was approximately \$47.3 million with \$2.56 million being set aside for the existing Courthouse refurbishment and \$44.7 for the new Criminal Justice Center. This amount includes all fees, expenses and land costs for the project. It also contains approximately \$750,000 for unforeseen conditions. This amount is slightly less than the amount recommended be held in abeyance by the County's Owners Representative, ZHA.

The Guaranteed Maximum Price becomes an amendment to Haskell's original Contract with the County. A copy of the Amendment is provided as Exhibit H. Staff is seeking authorization and approval for the Guaranteed Maximum Price and the contract Amendment.

Additive Alternates

3.1 SCHEDULE OF ALTERNATES

A. ADDITIVE ALTERNATE NO.1 - DIVISION 17 SPECIFICATIONS:

1. Evidence Presentation System, price per Courtroom: Provide one presentation podium as manufactured by Mediatech, Marshall Furniture Inc. or Forbes Industries. The podium equipment shall be fully integrated using an AMX or Crestron control system, including a touch screen control panel.
2. Podium presentation equipment shall be as follows:
 - a. Document Camera – Samsung SVP-5200 or equal.
 - b. Computer – Dell Pentium 4, Intel Motherboard with P4-1.5 GHz, Intel 10/100 Network card, 256 MB SDRAM – 133 MHz, 40.0 GB Hard Drive, 32 MB AGP Video Card, 3.5" Floppy Drive, Samsung CD/CD-RW Drive, 6 USB ports (4 back and 2 front), Microsoft Windows XP, or equal.
 - c. 15" Flat panel monitor – Viewsonic or equal.
 - d. Wireless Keyboard and Mouse – Gyration or equal.
 - e. DVD/VCR player – Samsung V1000 or equal.
 - f. Audio Cassette – Sony TC-KE400S or equal.
 - g. Telestrator – Pointmaker PVI-83 or equal.
 - h. Interface Plate – Extron AAP – 201, 70-101-21, 70-108-22, 70-107-21, 70-090-21 or equal.
 - i. Video Printer – Sony or equal.
 - j. Audio in for courtroom mic – Crown, Shure or equal.
 - k. Audio out to courtroom audio.
 - l. Cables and distribution components.
3. Provide one LCD projector, mounted in wall recess, with long throw zoom lens, all cables and connections to the presentation podium equipment – Proxima AV Pro 9500 with 011 lens or equal.

B. ADDITIVE ALTERNATE NO.2 - DIVISION 15 SPECIFICATIONS:

1. Cooling Tower: The structural components of the cooling tower including the cold water basin, framework, hot water distribution basin, fan deck, nuts, bolts and washers shall be constructed of 304 stainless steel.

C. ADDITIVE ALTERNATE NO.3 - DIVISION 9 SPECIFICATIONS:

1. Grand Jury Room Finishes: Upgrade base, chair rail, and ceiling trim for Room 2026, as shown in Detail A6.2.2/04 - "Grand Jury Room Alt. Trim".

D. ADDITIVE ALTERNATE NO.4 - DIVISION 16 SPECIFICATIONS:

1. Electrical Power Outlets: Provide one 120V duplex receptacle for each private office on wall with door. Connect a maximum of five of these receptacles to one circuit. Provide a maximum of three circuits in one homerun conduit back to nearest 120/208V branch panel that serves the receptacles in the same offices. Do not use spare breakers allocated for branch panels. Add additional 20A/1P breakers as required in branch panel for circuits added by this alternate. Increase step-down transformer rating if required. Transformers are to be provided with a minimum 25% spare capacity after add alternate circuits are added. If step-down transformer rating is increased, provide required increase in feeders, conduit & distribution breakers back through electrical distribution system.

E. ADDITIVE ALTERNATE NO.5 - DIVISION 16 SPECIFICATIONS:

1. **Voice/Data Conduit:** At each voice/data outlet location, extend conduit from above nearest accessible ceiling cavity to nearest cable tray; this alternate includes deduct for deletion of j-hooks. Provide pullboxes as required to allow a maximum of two 90-degree bends in conduit runs, or where conduit runs exceed 100 feet.

F. ADDITIVE ALTERNATE NO.6 - DIVISIONS 3 & 4 SPECIFICATIONS:

1. **Utility Yard Enclosure:** Increase the height of the utility yard wall from 12' to 18' per Details 17/S3.11, 18/S3.11, and 19/S3.11 and attached Detail "CMU Wall at Utility Wall".

G. ADDITIVE ALTERNATE NO.7 - DIVISION 19 SPECIFICATIONS:

1. **Defibrillators:** Furnish and install defibrillators for rooms for Rooms 0072, 1012, 4264, and 5188 as specified in Section 10525.

H. ADDITIVE ALTERNATE NO.8 - DIVISION 16 SPECIFICATIONS:

1. **Pendant Bowl Light Fixtures:** Provide one pendant bowl light fixture in lieu of compact fluorescent downlights in locations indicated on lighting plans. Refer to lighting plans for specific fixture type. Provide all necessary support brackets and accessories required for a complete installation in accordance with manufacturer's requirements, and as listed in the specifications.

I. ADDITIVE ALTERNATE NO.9 - DIVISION 2 SPECIFICATIONS:

1. **Diamond Planters:** Construct 24 additional diamond shaped planters with Type "D" curbs, inclusive of planting, irrigation piping, and controls, as indicated for typical condition, to be placed in the southwest portion of the parking lot. Final location to be determined.
2. **Planting:**
 - a. One Lagerstroemia indica 'Catawba' (symbol LIC on plans) per diamond shape planter (equals 24 total).
 - b. Specification: 10' ht. x 4'-5' spread, 2" caliper, Standard.
 - c. 2" depth pine bark mini nuggets for each diamond shaped planter.
3. **Irrigation:**
 - a. One Rainbird 1800-10F-LA (PCS-060 screen) full bubbler per diamond shaped planter (equals 24 total) with associated 3/4" class 200 purple PVC lateral lines and 1-1/4" sleeves.
 - b. One Rainbird PESB electric valve (2" size) installed in Ametek VB-12A re-use type valve box (1 total).

J. ADDITIVE ALTERNATE NO.10 - DIVISION 9 SPECIFICATIONS:

1. **Acoustic partitions:** Upgrade all enclosed office walls on Floors 2 & 3 without sound attenuation blankets (STC 35) to STC-40 (wall type designation F1).

K. ADDITIVE ALTERNATE NO.11 - DIVISION 16 SPECIFICATIONS:

Horizontal Cabling: For horizontal cabling add alternate price for the substitution of all Cat 5E components with Cat 6 components.

L. ADDITIVE ALTERNATE NO.12 - DIVISIONS 6 & 14 SPECIFICATIONS:

1. Courtroom Jury Box: Enlarge jury box to accommodate an additional seven seats for the following rooms: reference attached SK.01 typical plan "Courtroom 4A, Enlarged Floor Plan":
 - a. Room 4224 - Courtroom 4A,
 - b. Room 4280 - Courtroom 4B,
 - c. Room 4034 - Courtroom 4C,
 - d. Room 4086 - Courtroom 4D,
2. Additionally:
 - a. Remove ramp to Judges platform and replace with fixed riser as shown,
 - b. In Room 4280 - Courtroom 4B, replace ramp to witness stand with wheelchair lift which will serve the witness box and judges platform similar to configuration in Room 1082 - Courtroom 1B,

M. ADDITIVE ALTERNATE NO. 13 - DIVISION 17 SPECIFICATIONS:

1. Add 2 voice outlets (mounted at receptacle height) for microphone connections at an possible second location of the lectern in each Courtroom,

N. DEDUCTIVE ALTERNATE NO. 14 - DIVISION 7 SPECIFICATIONS:

1. Remove the concrete pavers and pedestal, specified by Section 07760 - Paver Pedestal Assembly from 3 locations of the Third Floor roof east of Column Line 6.1 and between Column Lines G.8 and L.3,
2. The concrete on metal decking roof structure and the modified bitumen roof covering shall remain unchanged,

O. ADDITIVE ALTERNATIVE NO.15 - DIVISION 17 SPECIFICATIONS:

1. On Drawing Sheet ET2.1.1 - First Floor Plan - Central Telecomm & A/V, provide plasma display A and B shown in Room 1006 - Lobby, including accessories, cabling and head end equipment shown on Detail 3/E5.2,

END OF SECTION



T H E H A S K E L L C O M P A N Y
TOTAL FACILITY SOLUTIONS

Charles L. Mitchell
Vice President - Criminal Justice

November 25, 2002

Re: Revised Guaranteed Maximum Price
New Criminal Justice Complex
Sanford, Florida

Ms. Jamie Croteau
Director of Administrative Services
Seminole County
200 West County Home Road
Sanford, Florida 32773

Dear Ms. Croteau:

The Haskell Company, in accordance with the terms and conditions of our Construction Management Agreement and your letter of November 15, 2002, is submitting to Seminole County our Revised Guaranteed Maximum Price (GMP) proposal for the new Criminal Justice Complex located at North Bush Boulevard and U.S. 17/92 in Sanford. As per Section 2.2.4 of the contract documents, submitted for your review are the estimates, assumptions, bids and clarifications upon which the GMP was based, as well as a preliminary construction schedule, drawing lists, specification lists, and a list of allowances. The documentation is contained in two volumes, tabbed for easy review.

The GMP proposal and documentation represents a significant amount of work by the design team, the CM/GC team, the County, and many others who have contributed their time and effort over the last 18 months. It is anticipated that the final cost of the project can be adjusted downward, as we continue to develop savings ideas, value engineering options, and finalizing negotiations with subcontractors and vendors with the Permit Documents and subsequent subcontracting terms.

Please review the proposal and, when ready, allow us to meet with you and the County's team to clarify any items that may need further discussion. You may call me anytime.

Sincerely,

Charles L. Mitchell

Enclosures

cc: Mr. David Fisher
Mr. James A. Gray
Mr. Stuart L. Hufner
Mr. Albert L. Winnier

EXECUTIVE SUMMARY**PROJECT
INFORMATION**

Project Size: Five Story Criminal Justice Center Building containing 223,804 gsf on a 14.8 acre site and including:

- 10 Courtrooms
- 11 Judges Chambers
- 1 Grand Jury Room
- 1 Jury Assembly Room
- 6 Judicial Hearing Rooms
- Public Defender's Offices
- State Attorney Offices
- Clerk of Court Offices
- Detention and Holding Cells

Anticipated Mobilization and Construction

Start: December 27, 2002

Estimated Construction Duration: 600 Days

Substantial Completion: July 20, 2004

**STATUS OF
DOCUMENTS**

The Permit (100%) Documents were published on October 23, 2002. The drawings were submitted to Seminole County and the City of Sanford by Administrative Services, for permit review. The Haskell Company received two printed copies and a CD of the plans and specifications on October 25, 2002.

REVISED GMP

Our revised GMP estimate is **\$36,144,411**. This estimated amount is based on the Permit (100%) Documents dated October 23, 2002, the Addendum No. 1 Documents, dated November 8, 2002, and Addendum No. 2 Documents, dated November 21, 2002. The estimated GMP amount includes subcontractor pricing, various estimates of costs, as well as our General Conditions, direct labor costs of management, Contractor's Fee, bonds, builder's risk, liability insurance premiums, and a contingency based on items known not to be included in the subcontractor's bids due to exclusions or incomplete or unclear documents. Also included is anticipated savings on taxes due to direct County purchases of (\$400,000) as well as a rebate on preconstruction services of (\$100,000).



SCHEDULE

Our proposal is based on receiving a Notice To Proceed and permits so that work can commence on or about December 27, 2002. This should result in a substantial completion date of July 20, 2004. An initial Project Schedule with milestones is included in another section of this document.

**GENERAL
QUALIFICATIONS**

1. This GMP estimate is based on the following documents:
 - Permit (100%) Documents dated October 23, 2002, the Addendum No. 1 Documents, dated November 8, 2002, and Addendum No. 2 Documents, dated November 21, 2002.
 - Report of Geotechnical Engineering Investigation for the Seminole County Criminal Justice Center -GEC Project No. 1527G, dated March 7, 2002, by Geotechnical and Environmental Consultants, Incorporated.
2. Requests for Clarification generated by the review of the Permit Issue plans and specifications includes responses to questions by subcontractors and vendors to more clearly define the project scope and eliminate ambiguities. As answers were received they were distributed to the subcontractors affected.
3. Construction Management-At-Risk typically excludes many items carried by the Owner or others. This GMP estimate excludes the following:
 - Professional fees, threshold inspections
 - State and local licenses, fees or building permits.
 - Sewer and water tap fees, arbor fees or assessments
 - Storm drainage assessment fees or permits.
 - Wetland mitigation expenses
 - Owner furnished or Owner installed equipment
 - Furniture, fixtures and equipment except what is specifically included in the estimate.
 - Labor and equipment to unload, move or install furniture, fixtures and equipment.
 - Costs of easements and/or right of ways for utilities.
 - Remediation of contaminated soils
 - Permanent utility charges (water, reuse and power)



-
- beyond substantial completion.
- Permanent phone service cost.
 - Relocation of power poles.
 - Land cost
 - Relocation or moving costs.
 - Architect/engineer fees
 - Development fees
 - Owner's or design contingency
 - Art in public places costs
4. This estimate is based on a single prime contracting strategy. Therefore, our Construction Manager's General Conditions costs and direct labor costs have been included.
 5. The applicable Sales Tax is included on all materials.
 6. Product substitutions will be requested when beneficial to the County, or when a specified product is no longer available and will be in compliance with Specification 01630.
 7. All mock-ups provided will be mutually agreeable to the County, Architect and Haskell.
- 

Exhibit C

The Haskell Company Seminole County Justice Center Seminole County, Florida		GMP Summary 11/25/02 Job 40857 Area of Bldg: 223,804	
CSI	Description	Courts Building	Cost Per/SF
2000	Sitework	2,457,495	10.98
3000	Concrete work	4,201,846	18.77
4000	Masonry	945,346	4.22
5000	Metals	2,458,526	10.99
6000	Wood and Plastics	2,083,016	9.31
7000	Thermal and Moisture Protection	1,237,883	5.53
8000	Doors and Windows	2,408,312	10.76
9000	Finishes	4,164,553	18.61
10000	Specialties	396,144	1.77
11000	Equipment	85,599	0.38
12000	Furnishings	2,955	0.01
13000	Special Construction	474,986	2.12
14000	Conveying Systems	1,229,000	5.49
15000	Mechanical	4,382,500	19.58
16000	Electrical	3,512,275	15.69
17000	Communications	2,120,341	9.47
	SUBTOTAL	32,160,777	143.70
Sub Total Cost of Construction only		32,160,777	
Sales Tax Savings on Direct Purchases		(400,000)	
Value Engineering Accepted		(938,944)	
Sub Total Cost of Construction plus VE and Tax Savings		30,821,833	
General Conditions		1,093,740	
Direct Labor & Personnel Costs		1,553,755	
General Conditions- Owners Representative		-	
Sub Total Including General Conditions		33,469,328	
Construction Manager's Fee (4.4% on Construction Cost- less contingency)		1,472,650	
Preconstruction Services Rebate (as agreed)		-	
Sub Total less Bonds and Insurance		34,941,979	
General Liability Insurance		364,450	
Builder's Risk Insurance		47,379	
Construction Manager Payment / Performance Bonds		218,996	
Contingency Based on Drawing Unknowns		250,000	
CM Contingency 1% on Direct Costs		321,608	
Revised Guaranteed Maximum Price (GMP)		36,144,411	
Preconstruction Services (previously authorized)		295,700	
Revised Haskell Contract Amount		36,440,111	

ASSUMPTIONS, CLARIFICATIONS AND EXCLUSIONS

SITE

- Based on information provided by Seminole County, it is assumed that all contaminated soils have been removed or remediated. Remediation of contaminated soils is not included in this GMP.
- All existing wells will be removed by the County's demolition contractor.
- All existing sanitary sewer systems will be removed back to the property line and properly capped.
- The tie-in of the force main to the County sanitation system is assumed to be within 1,500 l.f. of the property.
- Topsoil for all landscaping is assumed to be from strippings and existing soils from the project site. No imported topsoil is included.
- Maintenance of installed landscaping is included until acceptance by Owner after Substantial Completion.

MASONRY

- Specifications call for masonry units in rated assemblies to be stamped and certified with U.L. rating. This limits the availability and competitive pricing of the block. County has agreed to delete this requirement and modify plans accordingly. We have not included rated, certified block in the GMP.

CARPENTRY

- All architectural millwork and trim to be prefinished. Stain will be cherry.

FINISHES

- Waterproofing membrane is included in all areas receiving terrazzo or ceramic tile.

SPECIALTIES

- The Knox Key Storage cabinet is excluded.
- Defibrillator cabinets or equipment are excluded in the base proposal.

FURNISHINGS

- The window treatments are excluded.
- All courtroom accessories (medallions, flags, etc) are excluded.
- Owner's FF&E and relocated furniture shall be coordinated by CM, and installed by County.



ELECTRICAL

- Drawings E7.3 through E7.7 verses the floor plans, devices and equipment are included in quantities and locations as indicated on the floor plans.
- Door connections included are as indicated on the ES drawings.
- Work inside the existing Seminole County Jail is excluded.
- LCD projectors in Courtrooms and Grand Jury Room are future as defined on ET drawings.
- Audio/visual cabling for future equipment is excluded.
- Door control manufacturer will not be Southern Steel or its listed distributors.
- System conduits are stubbed to accessible ceiling cavity only.
- Proposal excludes all "...to be determined...", "...as directed..." items. Proposal includes items as indicated/where indicated.



**PROJECT
ALLOWANCES**

- Floor finishes in Clerk of Court area on First Floor, Rooms 1212, 1214, 1216, 1220, 1222, 1225, 1230, 1232, 1234, 1236, 1240, 1244, 1246, 1248, 1260, 1276, 1277, 1278 and 1280:
 1. Carpet: \$23.00/SY
 2. Vinyl Composition Tile: \$1.40/SF
 3. Rubber Base: \$1.00/LF

- Ceramic Tile in Clerk of Court area on the First Floor, Rooms 1224, 1226 and 1238:
 1. Ceramic Tile CT-00: \$5.75/SF

- An allowance of \$3,000.00 for labor and material to install traffic control street light at Bush Boulevard and US – 17/92.



Exhibit F

ACCEPTED VALUE ENGINEERING AND ALTERNATES

DEDUCTIVE VE and ALTERNATES

<u>Division</u>	<u>Item</u>	<u>Deduct Amount</u>
Sitework	<ul style="list-style-type: none"> Redesign storm drainage and requirement for sump pump at loading dock to gravity. The area drains at the stairwells would also be changed. 	\$ (15,000)
Landscape	<ul style="list-style-type: none"> Reduce caliper of Blanchard Magnolias to 5" Reduce 10" caliper of Live Oaks to 6" 	\$ (46,800) \$ (69,894)
Specialties	<ul style="list-style-type: none"> Use aluminum flagpoles vs stainless steel Use Nixalite birdscreen in lieu of specified Delete the requirement for dock leveler maintenance. 	\$ (47,000) \$ (21,300) \$ (1,950)
Millwork	<ul style="list-style-type: none"> Change African Mahogany wood to Sapella or Lyptus high-grade hardwood. 	\$ (60,000)
Doors and Hardware	<ul style="list-style-type: none"> Eliminated 24 hour maintenance requirement on the door hardware. 	\$ (40,000)
Fire Protection	<ul style="list-style-type: none"> Eliminate double feed for fire sprinklers on Floors 2 thru 5. Delete graphic annunciator panels associated with FM-200 and Pre-action systems. Delete FM-200 systems in all evidence rooms except Room 1180 and 1220. Provide pre-action fire protection in any rooms where FM-200 was deleted. 	\$ (5,000) \$ (5,000) \$ (70,000)
HVAC	<ul style="list-style-type: none"> Provide end suction pumps for P5, P6, P7, P8, P9, P10, and P11 in lieu of horizontal split case pumps. Delete the requirement for 100 hours of overtime on the HVAC controls. Reduce the training requirement for HVAC controls by 40 hours. 	\$ (18,000) \$ (7,500) \$ (7,500)
Electrical	<ul style="list-style-type: none"> Allow use of type MC cable in lieu of conduit and wire for branch circuitry wiring Alternate manufacturer of CCTV system Alternate manufacturer and rework card access system 	\$(110,500) \$ (40,000) \$ (23,500)



Accepted Value Engineering and Alternates
Page 2

- | | |
|--|--------------|
| • Delete requirement for future courtroom digital video equipment in racks | \$ (150,000) |
| • Additional unidentified cost savings to be determined. | \$ (200,000) |
-

TOTAL COST REDUCTIONS ACCEPTED ***\$ (939,944)***

Haskell is confident that with the cooperation of the County and Architect, the above cost savings will be achieved through incorporating the accepted scope changes to the project.



The Haskell Company and THE HKS • ACJ TEAM
 Seminole County Justice Center
 Sanford, Florida

ESTIMATE SUMMARY
GMP Project Estimate

PROJECT NAME: Seminole County Justice Center	REV DATE: 12/2/2002
PROJECT NO.: 40857301	ORIG. BUILDING SF: 219,352
REVISION NO.:	CURRENT BUILDING SF: 223,804
TIME ON JOB: 663 DAYS	ESTIMATOR: THC

ESTIMATE SUMMARY COMPARISON

CSI	DESCRIPTION	GMP Project Estimate	
		COST	COST/SF
2000	Sitework and Demolition	2,457,495	10.98
3000	Concrete	4,201,846	18.77
4000	Masonry	945,346	4.22
5000	Metals	2,458,526	10.99
6000	Wood and Plastics	2,083,016	9.31
7000	Thermal and Moisture Protection	1,237,883	5.53
8000	Doors and Windows	2,408,312	10.76
9000	Finishes	4,164,553	18.61
10000	Specialities	396,144	1.77
11000	Equipment	85,599	0.38
12000	Furnishings	2,955	0.01
13000	Special Construction	474,966	2.12
14000	Conveying Systems	1,229,000	5.49
15000	Mechanical	4,382,500	19.58
16000	Electrical	3,512,275	15.69
	Communications	2,120,341	9.47
	The County Items for Cost Reduction approved 11 26 02	(938,944)	(4.20)
	SUBTOTAL	31,221,833	139.51
	Cost Escalation Factor (Adjusted to Lump Sum at DD's)	0	0.00
	SUBTOTAL with ESCALATION	31,221,833	139.51
	Design Contingency (Incorporated into total Contingency @ DD's)	0	0.00
	CM Contingency at 1.8%	571,608	2.55
	TOTAL COST with ESCALATION and CONTINGENCIES	31,793,441	142.06
	<i>Cm Fee</i>	1,472,650	6.58
	General Conditions	2,647,495	11.83
	Direct Purchase Sales Tax Savings	(400,000)	(1.79)
	Preconstruction Services Agreement	295,700	1.32
	Builder's Risk Insurance	47,379	0.21
	General Liability Insurance	364,450	1.63
	Payment and Performance Bond on CM	218,996	0.98
	TOTAL COST with FFE and CM, BONDS & INSURANCE	36,440,111	162.82
	Building Permit Fees	125,000	0.56
	Misc costs: Threshold, Printing, Equip. Rental, etc.	1,150,000	5.14
	FFE Allowance (From HKS Estimate) plus Owner Equip Allowance	1,728,400	7.72
	Owner's Demolition Allowance (per Global Quote +\$75K Abatement)	451,660	2.02
	Owner's Wetland Mitigation Allowance	60,000	0.27
	Architectural & Engineering Fees	3,145,920	14.06
	Owner's Representative Fee	800,000	3.57
	Land Purchase	826,299	3.69
	TOTAL COST with CM, A/E and OR FEE	44,727,390	199.85

Current County Budget **44,736,171**
 (Over) Under **8,781**

Amendment No. 1 to Agreement Between Owner and Construction Manager

Pursuant to Paragraph 2.2 of the Agreement and pursuant to Article 7 of the General Conditions of the Agreement, dated January 30, 2001 between Seminole County (Owner) and The Haskell Company (Construction Manager), for the Criminal Justice Center (the Project), the Owner and Construction Manager agree establish a Guaranteed Maximum Price and Contract Time for the Work as set forth below.

**ARTICLE I
GUARANTEED MAXIMUM PRICE**

The Construction Manager's Guaranteed Maximum Price for the Work, including the estimated Cost of the Work as defined in Article 6 and the Construction Manager's Fee as defined in Article 5, is \$36,144,411 Dollars (\$36,144,411)

Thirty-six million one hundred forty-four thousand four hundred and eleven
This Price is for the performance of the Work in accordance with the Contract Documents including the permit set of construction documents dated October 23, 2002, and all addenda thereto, listed and attached to this Amendment and marked Exhibits A through F, as follows:

Allowance items, assumptions, completion schedule, alternate prices or unit prices, if any, upon which the GMP is based are limited to those contained within the Construction Manager's GMP package dated November 25, 2002.

- Exhibit A ~~Drawings, Specifications, addenda and General, Supplementary and other Conditions of the Contract on which the Guaranteed Maximum Price is based, pages through, dated.~~
- Exhibit B ~~Allowance items, pages through, dated.~~
- Exhibit C ~~Assumptions and clarifications made in preparing the Guaranteed Maximum Price, pages through, dated.~~
- Exhibit D ~~Completion schedule, pages through, dated.~~
- Exhibit E ~~Alternate prices, pages through, dated.~~
- Exhibit F ~~Unit prices, pages through, dated.~~

**ARTICLE II
CONTRACT TIME**

The date of Substantial Completion established by this Amendment is: July 20, 2004

**ARTICLE III
MISCELLANEOUS**

The parties further agree that, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement between them dated January 30, 2001, shall be further modified as follows:

1. Upon final completion of the Project, if the Owner is dissatisfied with the Construction Manager's performance, for any reason whatsoever, the Owner, upon written notification of such dissatisfaction to the Construction Manager, shall be entitled to an immediate \$200,000 payment by the Construction Manager. This payment shall be in addition to any other rights or remedies to which the Owner may be entitled by the terms of the agreement, or applicable laws. The Owner will not invoke this clause arbitrarily or capriciously.

2. The Construction Manager hereby agrees that it shall be liable to the Owner for liquidated damages in the daily amount of \$2,500 for each calendar day beyond the contractual date of the Substantial Completion that the project is not substantially complete. The parties agree that the liquidated damages figure contained herein shall not be construed as a penalty, but instead, is the amount which the parties have agreed, at the time of execution of this Amendment, that reasonably reflects the damages which the Owner is likely to incur as the result of the Construction Manager's late completion.

3. The Construction Manager agrees that the following personnel shall be assigned to the Project from the date of the issuance of a Notice to Proceed with construction through the date of final Completion, subject to events beyond the control of the Construction Manager.

Project Manager ---Albert Winnier
General Superintendent -----James Leftwich

The Construction Manager further agrees that it will pay liquidated damages, in addition to the liquidated damages referenced above, of \$500 per day or partial day, per individual, for each contract day the specific individuals referenced herein are removed from the Project for purposes of working on a different Haskell project. Notwithstanding this provision, these individuals may be allowed to work on other Haskell projects, on a daily basis, upon the prior written approval of the Owner.

4. The following provisions of the Agreement and/or General Conditions are hereby modified as follows:

General Conditions

14.4.1 The Owner may, at any time, after giving the Construction Manager seven (7) days advance written notice, terminate the Contract for the Owner's convenience and without cause.

3.18.1.1 In addition to its duty to indemnify the Owner as set forth herein, the Construction Manager shall also have a duty to defend the Owner against all such claims as set forth in 3.18.1, which duty is severable from the Construction Manager's duty to indemnify.

5. The Construction Manager agrees that its Fee for Pre-construction Services shall be reduced by \$100,000.

6. The Owner and Construction Manager acknowledge that the first \$400,000 in tax savings recoverable by the Owner for direct purchase of materials and equipment has already been credited to the Owner in the Construction Manager's Guaranteed Maximum Price. Accordingly, the Owner shall not deduct from the Guaranteed Maximum Price tax savings recovered by the Owner until such tax savings exceed \$400,000.

OWNER

CONSTRUCTION MANAGER

(Signature)

(Signature)

(Printed Name and Title)

(Printed Name and Title)

ALA DOCUMENT A1A121/CMC AND AGC DOCUMENT 565 - OWNER-CONSTRUCTION MANAGER AGREEMENT - 1991 EDITION - AIA - COPYRIGHT 1991 - THE AMERICAN INSTITUTE OF THE ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292 - AGC - COPYRIGHT 1991 - THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA, 1957 E STREET, N.W., WASHINGTON, D.C., 20006-5209. WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced without violation until the date of expiration as noted below. User Document: A121-odc30.doc -- 12/3/2002. AIA License Number 1000520, which expires on 10/30/2003.