

STATE OF ALABAMA)

JEFFERSON COUNTY) September 20, 2007

The Commission met in special session at the Birmingham Courthouse, Bettye Fine Collins, President, presiding and the following members present:

District 1 Larry Langford

District 3 Bobby Humphries

District 4 Bettye Fine Collins

District 5 Jim Carns

At the September 20, 2007, Pre-Commission meeting, Commission President, Bettye Fine Collins, presiding, and with the following members present: Commissioner Larry Langford, Commissioner Bobby Humphries and Commissioner Jim Carns; Commissioner Collins called the County Commission into a special meeting to consider action upon a matter of emergency about which Commissioner Collins has determined, in the best interest of citizens of Jefferson County, must not be delayed until the next regular meeting of the County Commission. Commissioner Collins stated following items were time sensitive and since the Commission would not hold a Regular Meeting on September 25th, these items needed to be acted upon today. There being no objection or a motion to overrule the determination of an emergency, the special meeting proceeded.

Sep-20-2007-1207-SP-MTG

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Amendment to Agreement between Jefferson County, Alabama and Brice Building Company, Inc. to set the guaranteed maximum price for the New Bessemer Courthouse Project 51205 at \$40,553,622.

AMENDMENT TO CONSTRUCTION MANAGEMENT AGREEMENT

JEFFERSON COUNTY CRIMINAL JUSTICE CENTER

NEW COURTHOUSE IN BESSEMER

Recitals

The undersigned entered into a Construction Management Agreement (The "Agreement") dated April 10th, 2006, with regard to job 51205, New Jefferson County Courthouse, Bessemer, AL according to the documents prepared by Giattina Aycock Architecture Studio, Inc. (the "Project"); and

The fee to be paid to the Construction Manager pursuant to paragraphs 14.7.1.C is based on the cost of construction, which has been established at Thirty nine million fifty three thousand five hundred and forty five dollars (\$39,053,545) thus making appropriate an adjustment in the fee set forth in paragraph 14.7.1.C to be paid to the Construction Manager; and

Paragraph 14.4 of the Agreement states in part that before construction begins on the Project, a Guaranteed Maximum Price (GMP) will be established by an amendment to this Agreement.

Now, therefore, in consideration of the foregoing, and for other valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, it is agreed as follows:

AGREEMENT

1. The foregoing recitals are incorporated into and made a part of this Agreement.
2. The lump sum amounts for direct personnel expenses and reimbursables attached as a part of this agreement will be modified at the time the GMP is established, only if the durations of such services for the New Jefferson County Courthouse have been changed and the project schedule is extended due to no fault of the Construction Manager.
3. The home office overhead and profit as shown in Article 14 for the New Jefferson County Courthouse will be modified at the time the GMP is established, only if the value of the construction cost has been changed.
4. Pursuant to Paragraph 14.4 of the Agreement, the aggregate Guaranteed Maximum Price (GMP) for the construction cost to be paid by the Owner to the construction Trade Contractors for the Project based on the dollar amount of the Trade Contracts executed at this time, and including an amount of one million five hundred thousand dollars (\$1,500,000) of which seven hundred fifty thousand dollars (\$750,000) is for an Owner's contingency (which allowance, contingency or both will cause an increase in the GMP), and seven hundred fifty thousand dollars (\$750,000) is for a Construction Manager's contingency which is to be used and applied for the sole benefit of the Construction Manager. Contingency for Construction Manager is to be used for scope of work not clearly defined in the plans and specifications, mitigation of weather related delays or any construction measures that are required due to emergency situations. Except for emergency situations involving life of property, Construction Manager will receive prior approval from Owner for any charges to be made against the CM contingency.

Note: Should surplus funds remain in the Construction Manager's and/or the Owner's contingency after the project is completed, then the remaining funds shall be released back to the Owner for future use in the project.

5. See attached "Exhibit A" for a summary of the items included in the current aggregate GMP established in the amount of forty million five hundred and fifty three thousand six hundred and twenty two dollars (\$40,553,622).

6. It is anticipated that Construction Change Directives (CCD) approved and executed by The Director of General Services or his authorized representative will authorize all changes in the work of the construction Trade Contractors, and that such amounts that are properly chargeable to the Owner will be allocated against the Owner's Section 012100 Allowances or the Owner's contingency, as appropriate, for the purpose of accounting for the GMP. On the other hand, changes that are the responsibility of the Construction Manager under the agreement and as noted above will be allocated against the Construction Manager's contingency. Such changes which shall be allocated to the Owner's contingency are defined as those changes related to additional scope added to the Contract Documents after the execution of this amendment, those changes related to existing conditions which could not have been reasonably foreseen by the Construction Manager prior to bid, and those changes related to regulations set forth by any building code, government agency, or other authority having jurisdiction over the Project. Such changes which shall be allocated to the Construction Manager's contingency are defined as those changes related to the constructability of the design provided on the Contract Documents issued for bid, those changes related to the scope structure of the Trade Contractor Packages, and those changes related to existing conditions which could have been reasonably foreseen by the Construction Manager prior to bid. Subject to approval and execution of a CCD by The Director of General Services, the Construction Manager is authorized to direct changes in the work and/or in the Trade Contractor's agreements with the Owner that will result in the Owner's use of its allowance and its contingency. Where the amount of one of more trade contracts has been increased and the dollar amount of one of more trade contracts has been decreased in connection with such modification (s), any credit balance resulting there from shall be allocated to the appropriate contingency. In any event, the Owner will contract for and pay for all changes and CCD's until the GMP, as adjusted pursuant to the Agreement is exceeded.

7. The Construction Manager will produce a monthly report to the Owner which will include the current status as to a dollar amount, to its knowledge, of each of the trade contracts, the Owner's section 01020 allowances, the Owner's contingency, the Construction Manager's contingency, and the GMP.

8. This agreement consists of three (3) pages plus one (1) attachment (Exhibit A). The agreement shall not be modified in any form except through written amendment. Further amendments shall be agreed upon, signed and executed by both parties.

Executed this 6th day of August, 2007

Owner: Jefferson County Commission

Bettye Fine Collins, President

Construction Manager: Brice Building Company, Inc.

By

VP of Operations

EXHIBIT A
GUARANTEED MAXIMUM PRICE AMENDMENT
TO
AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER DATED
AUGUST 6TH, 2007

Construction Cost

<u>Bid Package(s)</u>	<u>Trade Contractors</u>	<u>Contract Amount</u>
Demolition Package	Meredith Environmental, Inc.	\$ 536,345
1A Building Package	McCrary Building Company, Inc.	\$11,303,535
Foundation Package	Ard Contracting, Inc.	\$ 3,590,259
3A Building Package	Ard Contracting, Inc.	\$ 5,002,000
4A Building Package	Masonry Arts, Inc.	\$ 4,351,145
8A Building Package	Nelson Glass Company, Inc.	\$ 1,091,589
14A Building Package	Elevator Maintenance & Repair, Inc.	\$ 990,000
17A Building Package	Johnson Controls, Inc.	\$ 3,090,061
21A Building Package	Fincher Fire Protection Company, Inc.	\$ 353,265
22A & 23A Building Package	H & M Mechanical Contractors, Inc.	\$ 4,325,075
26A Building Package	Marathon Electrical Contractors, Inc.	\$ 2,285,271
Total of Trade Contractor Packages		\$36,918,545
Building Permit		\$ 369,186
Building Permit Amount Waived by City of Bessemer		\$ <200,000
<u>Construction Management Services</u>		<u>\$ 1,965,891</u>
Total Construction Cost (Amount to be used for OH&P Calculation)		\$39,053,622
Owner Contingency (No Fee Applied)		\$ 750,000
<u>Construction Manager Contingency (No Fee Applied)</u>		<u>\$ 750,000</u>
Guaranteed Maximum Price		\$40,553,622

Construction Management Services

CM Services for Construction Duration of 23 Months	\$ 1,680,827
<u>Original Projected CM Services for Construction Duration of 19 Months</u>	<u>\$ 1,475,043</u>

\$ 205,784

Fees

Home Office Overhead & Profit (2.9% of Construction Cost)	\$ 1,132,552
<u>Original Protected Home Office Overhead & Profit</u>	<u>\$ 920,637</u>
Adjustment	\$ 211,915

Motion was made by Commissioner Langford seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Langford, Carns, Collins and Humphries.

Sep-20-2007-1208-SP-MTG

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and the following contractors for the New Bessemer Courthouse Project 51205:

1A Building Package-general works/labor	McCrary Building Company, Inc.	\$11,303,535
3A Building Package-concrete frame	Ard Contracting, Inc.	\$ 5,002,000
4A Building Package-masonry/stone	Masonry Arts, Inc.	\$ 4,351,145
8A Building Package-storefront/curtainwall	Nelson Glass Company, Inc.	\$ 1,091,589
14A Building Package-elevator	Elevator Maintenance & Repair, Inc.	\$ 990,000
17A Building Package-low voltage	Johnson Controls, Inc.	\$ 3,090,061
21A Building Package-fire protection	Fincher Fire Protection Company, Inc.	\$ 353,265
22A & 23A Building Package-HVAC/plumbing	H & M Mechanical Contractors, Inc.	\$ 4,325,075
26A Building Package-electrical	Marathon Electrical Contractors, Inc .	\$ 2,285,271

Motion was made by Commissioner Langford seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Langford, Carns, Collins and Humphries.

Sep-20-2007-1209-SP-MTG

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Agreements between Jefferson County, Alabama and Unisys Corporation in the amount of \$50,060.

CLU700-NN3 Software - Three year annual license renewal for software that supports the backup and recovery utility between the Unisys mainframe and the L700 Tape Library Backup System in the amount of \$30,160.

ClearPath NX6800 & Libra HMP 11 Upgrade Service - For services to perform an Operating System Version upgrade on the Unisys mainframe and Libra development system in the amount of \$19,900.

Motion was made by Commissioner Langford seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Langford, Carns, Collins and Humphries.

Thereupon the Commission Meeting was adjourned to meet Tuesday, October 2, 2007, at 10:00 a.m. in Commission Chambers.

President

ATTEST

Minute Clerk