



October 19, 2009

MEMORANDUM

TO: District Board of Trustees
FROM: William D. Law, Jr., President
SUBJECT: Ghazvini Center for Healthcare Education
Sales Tax Savings Program - Purchase Order Submittal #1

Item Description:

This item requests that the Board approve the deductive change orders from the construction manager's Guaranteed Maximum Price and authorize the College to issue purchase orders for construction materials for the project.

Overview:

The College has issued a purchase order to the construction manager for the construction of the Ghazvini Center in the amount of \$22,597,642. This is the Guaranteed Maximum Price for the project. As part of the construction budget, the College plans to realize sales tax savings in the amount of \$325,000. This is the result of the College reducing the amount of the GMP by an amount equal to the cost of certain materials for the project and issuing a TCC purchase order for those materials, thus saving the sales tax on the materials. This process is used throughout the State by colleges and universities alike to reduce the cost of construction projects.

Salient Facts:

The construction manager has submitted information on the amount of reinforcing steel, concrete and structural steel and requests the College issue a deductive change order in the amount of : (1) reinforcing steel - \$46,629.00; (2) concrete - \$360,190.00; and structural steel - \$1,500,000. This total of \$1,906,810.00 will result in a total sales tax savings of \$114,633.00 or 35% of the \$325,000.00 included in the GMP for the project.

Past Actions:

None.

Future Actions:

The Board will be requested to approve future sales tax savings to meet the \$325,000 total.

Funding/Financial Matters:

The Guaranteed Maximum Price for the Ghazvini Center for Healthcare Education has been funded completely in the amount of \$22,597,642.

Staff Resource:

Teresa Smith

Recommended Action:

Authorize the deductive change order submittal #1 in the amount of \$1,906,810.00 for the sales tax savings program for the Ghazvini Center for Healthcare Education.



A JOINT VENTURE

October 1, 2009

Tallahassee Community College
 444 Appleyard Drive
 Tallahassee, FL 32308
 Attn: Tony Stallworth

Re: TCC – Ghazvini Center or Healthcare Education
 Sales Tax Saving Program - Purchase Order Submittal #1
 Reference ST-001

Dear Tony,

Enclosed are the following purchase orders for material on the references project that need to be written directly by Tallahassee Community College as a component of the project purchase sales tax saving program.

PO #	Vendor/Material	Material Value	Sales Tax Savings
733-3-200	Gerdau Ameristeel	\$46,620.00	\$2,872.00
733-3-001	Fl Rock	\$360,190.00	\$21,686.00
733-5-001	Jackson Cook	\$1,500,000.00	\$90,075.00
	Totals:	\$1,906,810.00	\$114,633.00
	Previous Purchase Orders:	0.00	0.00
	Total To Date:	\$1,906,810.00	\$114,633.00
	Pretax Credit in Contract		\$325,000.00
	Percent Achieved:		35%
	Balance required:		\$210,367.00

These purchase orders have been incorporated into the enclosed Sales Tax Saving Log, providing the detailed tracking of the sales tax credit for this project. In so much as these purchase orders are being issued prior to execution of the GMP amendment for the project, the adjustment shall be tracked and incorporated with the final GMP proposal document.



Please ensure that a copy of Tallahassee Community College Purchase Orders are transmitted to our office for tracking and accounting purposes.

Very Truly Yours,

Culpepper Construction Company / Baycrest Corporation
A Joint Venture

Scott Knox
Project Manager

Cc: Bill Hunter – TCC
Brian Peddie – Baycrest Corp
Bill Graham – Baycrest Corp.



625 West Gaines Street
Tallahassee, FL 32316
Ph : 850-224-3146

PURCHASE ORDER

To: Gerdau Ameristeel
Jacksonville Reinforcing Steel
9625 Florida Mining Blvd East
Jacksonville, FL 32257-1182

Order #: 733-3-200
Date: 9/21/2009
Job: 733 TCC Ghazvini Center for Health

Ship To: 1528 Surgeons Drive
Tallahassee, FL

Description: Reinforcing Steel

Ordered By	Delivery Date	Ship Via	F.O.B.	Terms
Scott Knox		truck		

Description	Quantity	Rate	Amount Including Tax	Tax
Appr 82 tons with bar supports	82.00	568.54	46,620.28	

Total: \$46,620.28

Culpepper Construction Company _____ Date

GERDAU AMERISTEEL US INC. _____ Date



GERDAU AMERISTEEL™

- QUOTATION -

Quotation No: 09JX0093	Page 1	Contract No:	Date: September 15, 2009
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TO: **OUR CUSTOMER FRIENDS**

SUBJECT: Ghazvini Center for Health Education
 LOC: Tallahassee, FL
 ARCH: CRA Architects
 DRWGS: S0.1 Thru S0.8, S1.1 Thru S4.1 1/30/09

QUOTATION

SPECS:
 ADDMS: Through BP Supplement #4

SUBJECT TO THE TERMS AND CONDITIONS HEREIN AND THOSE PRINTED UNDER "TERMS AND CONDITIONS OF SALE," which are hereby referred to and made a part of this quotation, Gerdau AMERISTEEL US, INC (the SELLER) proposes to furnish:

The necessary domestic reinforcing steel meeting the requirements of ASTM A615 Grade 60/A615M-96A Grade 420 (latest revision) steel cut, bent, bundled, and tagged, in accordance with plans and specifications as listed above, and the CRSI Manual of Standard Practice (latest revision), delivered in minimum 40,000# truckload quantities to the jobsite nearest accessible point, unloading not included.

Base Bid:

Approximately <u>82</u> tons with bar supports for a lump sum of.....	\$46,620.00
7.5% Tax.....	\$ 3,496.50
Total	\$50,116.50

Unit Price Extras to Base Bid:

Welded Wire Mesh (8x20 Plain Sheets)**:

Nec. 6x6 10/10 (w1.4) (71,840 sf pl. sheets) for a unit price of.....	\$ 10.13/CSF.
Nec. 6x6 8/8 (w2.1) (90,080 sf pl. sheets) for a unit price of.....	\$ 14.88/CSF.

**** Price is firm for wire mesh delivered prior to 09/30/09. Due to the current wire mesh market, all mesh delivered after 10/01/09 price will be quoted at time of delivery and will be based on availability.**

The following items are excluded:

1. Pre-cast, pre-stress work.
2. Supports for bars or wire mesh on grade; and/or decks.
3. Any reinforcing steel welded to miscellaneous or structural steel and/or welding of steel.
4. Reinforcing steel certified to be weldable and weldable A706 material.
5. Vendor review of shop drawings by a registered architect or a registered engineer.
6. Site-work reinforcing and site drainage structures.
7. ~~Price is predicated upon receipt of electronic drawing files (CAD) for structural drawings.~~
8. Coating of any kind; wire mesh; spirals and spacers; smooth rounds; mechanical couplers and form savers; special end preparation; side form spacers; supports for PSI slabs and metal deck; and **MMFX** bars.
9. Additional tilt-up reinforcing for lifting requirements.



GERDAU AMERISTEEL™

Quotation No: 09JX0093

Page 2

Contract No:

Date: September 15, 2009

PLEASE NOTE POLICY CHANGES BELOW:

ESCALATION POLICY FOR CONTRACT OF SALE:

The fabricated reinforcing steel price is firm for shipments until December 31, 2009. On January 1, 2010 the price will be subject to an escalation of \$30.00 per ton per quarter until December 31, 2010. On January 1, 2011, prices will be subject to re-negotiation. Shipments are subject to a mutually acceptable written delivery schedule and will not be accelerated to avoid escalation.

ACCEPTANCE POLICY OF QUOTATION:

Acceptance of this quotation does not affect the escalation policy stated above. Price is firm for acceptance 30 days from date of quotation. After 30 days price is subject to change. This signed proposal must be returned within 30 days and shipments start within 30 days after receipt of signed proposal or price is subject to re-negotiation. Letters of intent are not considered to hold prices.

ALL STATE, COUNTY, AND LOCAL SALES TAXES EXCLUDED
TERMS: NET 30 DAYS FROM INVOICE DATE

This quotation is offered for acceptance within 30 days, after which it is subject to change. This quotation shall become a Contract of Sale when accepted by the Buyer and countersigned by the Seller below within 30 days of quotation date.

ACCEPTED BY BUYER

Gerda Ameristeel US Inc

This _____ day of _____ 20 _____

By Jason M. Spranza Date 06-24-09

Buyer's name _____

Name/Title Jason M. Spranza, Div. Sales Rep.

Office (904-886-2206) cell (904-571-5946)

By _____

Approved this _____ day of _____ 20 _____

Name/Title _____

By _____

Name/Title _____

Jacksonville Reinforcing Steel

9625 Florida Mining Boulevard East • Jacksonville • FL • 32257-1182 Phone 904-262-9770 Fax 904-262-6404



1. AGREEMENT ACCEPTANCE; CONTRACT OF SALE.

(a) WHEN GERDAU AMERISTEEL US INC. ("SELLER") ACCEPTS THE BUYER'S ACCEPTANCE OF THE SELLER'S QUOTATION, OFFER TO SELL OR PROPOSAL (THE "OFFER") AS PROVIDED IN SECTION 4(C) BELOW, THESE TERMS AND CONDITIONS OF SALE (THE "TERMS AND CONDITIONS"), TOGETHER WITH THE OFFER, AND BUYER'S ACKNOWLEDGEMENT AND/OR ACCEPTANCE OF ORDER INTO WHICH THESE TERMS AND CONDITIONS ARE INCORPORATED, SHALL COLLECTIVELY CONSTITUTE A CONTRACT FOR THE SALE (THE "CONTRACT OF SALE") OF THE SPECIFIC PRODUCTS DESCRIBED THEREIN (THE "PRODUCTS") BETWEEN SELLER AND THE BUYER THEREOF ("BUYER"). BUYER MAY ACCEPT THE OFFER INTO WHICH THESE TERMS AND CONDITIONS ARE INCORPORATED ONLY WITHIN TEN (10) DAYS FROM THE DATE THEREOF.

(b) ALL QUOTATIONS, OFFERS TO SELL, PROPOSALS ACKNOWLEDGEMENTS AND ACCEPTANCES OF ORDERS BY SELLER ARE SUBJECT TO THESE TERMS AND CONDITIONS, AND ACCEPTANCE BY BUYER IS EXPRESSLY LIMITED TO THESE TERMS AND CONDITIONS. UNLESS SPECIFICALLY AGREED TO IN WRITING BY SELLER AS PROVIDED HEREIN, SELLER HEREBY EXPRESSLY REJECTS ANY TERM OR CONDITION THAT ADDS TO, MODIFIES OR CONFLICTS WITH THESE TERMS AND CONDITIONS. IN ABSENCE OF WRITTEN ACCEPTANCE OR OTHER WRITTEN CONFIRMATION OF THESE TERMS AND CONDITIONS, BUYER'S ACCEPTANCE OF THE PRODUCTS DESCRIBED HEREIN SHALL BE DEEMED AN ACCEPTANCE OF THESE TERMS AND CONDITIONS AND A BINDING AGREEMENT SHALL BE FORMED ONLY UPON THE TERMS AND CONDITIONS SET FORTH HEREIN.

(c) EACH CONTRACT OF SALE BETWEEN SELLER AND BUYER SHALL BECOME BINDING, SUBJECT TO CREDIT APPROVAL OF BUYER BY SELLER AND SUBJECT TO SECTION 4(A) BELOW, ONLY UPON THE SIGNATURE OR RATIFICATION OF THIS OFFER BY AN AUTHORIZED REPRESENTATIVE OF SELLER ("SELLER'S ACCEPTANCE"). IF REQUIRED IN CONNECTION WITH A SALE, APPROVAL OF THIS CONTRACT OF SALE BY SELLER WILL BE PENDING RECEIPT OF ANY LETTERS OF CREDIT, IMPORT AND EXPORT PERMITS, OR LICENSES.

2. SPECIFICATIONS

(a) REINFORCING STEEL AND ITS RELATED PRODUCTS WILL BE FURNISHED IN ACCORDANCE WITH THE CONDITIONS OF THE MANUALS OF STANDARD PRACTICE OF THE CONCRETE REINFORCING STEEL INSTITUTE AND THE AMERICAN CONCRETE INSTITUTE, EACH AS REVISED TO THE DATE OF THE OFFER.

(b) UPON SELLER'S ACCEPTANCE, BUYER SHALL PROMPTLY FURNISH TO SELLER ALL INFORMATION NECESSARY FOR SELLER TO PREPARE REINFORCING STEEL PLACING DRAWINGS AND BAR LISTS. ALL DRAWINGS SUBMITTED BY SELLER TO BUYER FOR APPROVAL SHALL BE PROMPTLY RETURNED BY BUYER EITHER MARKED APPROVED OR MARKED APPROVED AS CORRECTED TO SELLER (IN WHICH EVENT THE CORRECTIONS MUST BE ACCEPTABLE TO SELLER). IN THE EVENT OF ANY DELAY IN ANY OF THESE STEPS, THE COMPLETION TIME SHALL BE EXTENDED AS SELLER'S CIRCUMSTANCES REQUIRE.

3. SHIPMENT AND DELIVER, ETC.

(a) SALES ARE F.O.B. JOBSITE (FOR THESE PURPOSES, JOBSITE SHALL MEAN AT THE NEAREST ACCESSIBLE ROAD OR STREET IN SUCH A STATE OF CONDITION OR REPAIR AS NOT TO INJURE OR CAUSE UNDUE HAZARD TO THE SELLER'S PERSONNEL, TRUCKS OPERATING UNDER THEIR OWN POWER). BUYER SHALL BE RESPONSIBLE FOR UNLOADING OF TRUCK WITHIN TWO HOURS IN ORDER TO AVOID TRUCK'S DELAY.

(b) SHIPMENT DATES ARE APPROXIMATE AND BASED UPON A MUTUALLY AGREED UPON SCHEDULE. SELLER SHALL MAKE REASONABLE EFFORTS TO MEET SHIPMENT DATES, AND SHIPMENT WITHIN A REASONABLE TIME THEREOF SHALL CONSTITUTE COMPLIANCE WITH THIS CONTRACT OF SALE. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR EXPENSES RESULTING FROM DELAY IN DELIVERY. DELAY IN DELIVERY SHALL NOT CONSTITUTE GROUNDS FOR CANCELLATION OF THIS CONTRACT FOR SALE. SELLER RESERVES THE RIGHT TO SELECT THE MODE OF SHIPMENT AND CARRIER. IF SHIPMENT IS HELD FOR THE BUYER'S CONVENIENCE, SELLER MAY BILL THE PRODUCTS AS IF SHIPPED ON THE ORIGINALLY SPECIFIED DATE AND BUYER SHALL PAY ANY ADDED COSTS.

(c) SELLER MUST BE NOTIFIED WITHIN FIVE (5) DAYS OF RECEIPT OF THE PRODUCTS OF ANY CLAIMS FOR SHORTAGES, ERRORS IN SHIPMENT OR ERRORS IN CHARGES. FAILURE TO GIVE SUCH NOTICE SHALL CONSTITUTE UNQUALIFIED ACCEPTANCE AND A WAIVER OF ALL SUCH CLAIMS BY THE BUYER. ALL SALES ARE FINAL AND NO RETURN OF GOODS WILL BE ALLOWED, EXCEPT AS PROVIDED IN SECTION 5 HEREOF, AND WITH WRITTEN PERMISSION AND SHIPPING INSTRUCTIONS BY SELLER. BUYER SHALL BE LIABLE TO SELLER FOR ANY STORAGE OR DEMURRAGE CHARGES AND ANY EXTRA CARTAGE AND HANDLING CHARGES CAUSED BY BUYER'S FAILURE OR REFUSAL TO ACCEPT DELIVERY OF THE PRODUCTS OR FAILURE TO UNLOAD THE PRODUCTS FROM THE DELIVERY TRUCK WITHIN TWO HOURS OF ARRIVAL.

4. PAYMENT AND TAXES

(a) UNLESS OTHERWISE EXPRESSLY STATED, ALL PAYMENTS ARE NET AND DUE AND PAYABLE IN U.S. FUNDS WITHIN THIRTY (30) DAYS FROM THE DATE OF INVOICE. A MONTHLY CARRYING CHARGE IN AN AMOUNT EQUAL TO THE UNPAID ACCOUNT BALANCE DUE SELLER MULTIPLIED BY 1% OR THE APPLICABLE LEGAL MAXIMUM RATE OF INTEREST SHALL BE ADDED TO THE PAST DUE PRINCIPAL BALANCE OF ANY ACCOUNT.

(b) QUOTED PRICES ARE EXCLUSIVE OF ANY APPLICABLE TAXES AND BUYER AGREES TO PAY SUCH TAXES (OTHER THAN SELLER'S INCOME TAXES).

5. WARRANTY AND EXCLUSIVE REMEDY

(a) SELLER WARRANTS THAT IT IS THE OWNER OF GOOD AND CLEAR TITLE TO THE PRODUCTS FURNISHED HEREUNDER AND THAT THE PRODUCTS, AT THE TIME SUCH PRODUCTS ARE DELIVERED HEREUNDER, WILL CONFORM TO APPLICABLE AMERICAN SOCIETY OF TESTING AND MATERIALS (ASTM) STANDARDS AND THE SPECIFICATIONS SET FORTH HEREIN FOR A PERIOD OF ONE YEAR FROM THE DATE SUCH PRODUCTS ARE SHIPPED. SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, COVERING THE PRODUCTS INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS OF PARTICULAR PURPOSE AND EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED.

(b) BUYER'S SOLE REMEDY AND SELLER'S SOLE OBLIGATION UNDER THIS WARRANTY AND UNDER THIS CONTRACT OF SALE ARE EXPRESSLY LIMITED TO REPAIR OR REPLACEMENT, AT SELLER'S OPTION, OF ANY PRODUCTS DETERMINED BY SELLER TO BE EFFECTIVE UNDER THE TERMS OF THIS WARRANTY IN ACCORDANCE WITH THE REINFORCING STEEL PLACEMENT PLANS, SHALL EXTEND ONLY TO SELLER'S PRO-RATA PORTION OF ANY REPAIR OR REPLACEMENT REQUIRED, AND DO NOT EXTEND TO ANY DAMAGES ARISING FROM ANY ALLEGED ACT OR OMISSION OF SELLER, BEYOND THE INVOICED PRICE.

6. LIMITATION OF LIABILITY

(a) THE SELLER SHALL NOT BE RESPONSIBLE FOR THE CORRECTNESS, ADEQUACY OR CONSISTENCY OF ANY INFORMATION FURNISHED BY OTHERS, INCLUDING BUT NOT LIMITED TO CONTRACT PLANS AND SPECIFICATIONS, STRUCTURAL DESIGN OR DETAILS, PLACING PLANS, BILLS OF MATERIAL, BAR LISTS OR BENDING DETAILS.

(b) IN ANY ACTION ARISING OUT OF THIS CONTRACT FOR SALE (OR ANY WARRANTY HEREUNDER), SELLER'S LIABILITY SHALL BE LIMITED TO SELLER'S PRO-RATA PORTION OF THE ACTUAL, REASONABLE COST OF REPLACEMENT OF PRODUCTS ON THE TERMS DESCRIBED HEREIN. SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR DAMAGES LIQUIDATED DAMAGES OR PENALTIES OF ANY KIND.

(c) NO PAYMENT SHALL BE WITHHELD BY BUYER PENDING ADJUSTMENT OF LIABILITY OR ANY CLAIM.

(d) IN NO EVENT SHALL SELLER BE LIABLE FOR DELAYS IN PERFORMANCE OR NONPERFORMANCE HEREUNDER CAUSED BY AN EVENT OR EVENTS BEYOND THE CONTROL OF SELLER, INCLUDING, BUT NOT LIMITED TO, ACTS OF GOD, FIRE, EARTHQUAKE, FLOOD, RAINSTORM, DIFFERENCES WITH WORKMEN OR EMPLOYEES, RIOTS, THEFTS, ACCIDENTS, ACTS OR REGULATIONS OF GOVERNMENT, DELAYS, LOSSES OR DAMAGES IN TRANSPORTATION, SHORTAGES OF CARS, FUEL, LABOR OR MATERIAL, DELAYS OF OTHER COMPANIES OR CONTRACTORS, OR ANY OTHER CONTINGENCIES BEYOND SELLER'S CONTROL WHETHER OCCURRING AT THE PRODUCING MILLS, SELLER'S WORKS, IN ROUTE TO THE PLANT AND/OR JOBSITE, OR AT THE JOBSITE, OR ANY OTHER CAUSES WHATSOEVER WHETHER SIMILAR OR DISSIMILAR TO THOSE ENUMERATED ABOVE. IF ANY OF SUCH CIRCUMSTANCES AFFECT ONLY A PART OF SELLER'S CAPACITY TO PERFORM, SELLER SHALL HAVE THE RIGHT TO ALLOCATE PRODUCTION AND SHIPMENTS AMONG ALL OF ITS CUSTOMERS AND ITS OWN REQUIREMENTS IN A FAIR AND REASONABLE MANNER.

7. FINANCIAL RESPONSIBILITY AND TERMINATION

(a) BUYER SHALL EXECUTE ALL DOCUMENTS REQUIRED BY SELLER TO ESTABLISH FINANCIAL CREDENTIALS. REASONABLE DOUBT AS TO BUYER'S FINANCIAL RESPONSIBILITY, INCLUDING THE FAILURE TO MAKE ANY PAYMENT DUE HEREUNDER, SHALL ENTITLE SELLER TO SUSPEND CREDIT AND REQUIRE IMMEDIATE PAYMENT OF THE CONTRACT OF SALE PRICE, TO SUSPEND PERFORMANCE OF OR TERMINATE THIS CONTRACT OF SALE, TO DECLINE SHIPMENT, TO STOP THE PRODUCTS IN TRANSIT, OR TO DEFER FURTHER SHIPMENT, WITHOUT LIABILITY TO SELLER, UNTIL THE BUYER SHALL HAVE SATISFIED SELLER OF ITS CONTINUING FINANCIAL RESPONSIBILITY. SUCH ACTION BY SELLER SHALL NOT AFFECT BUYER'S OBLIGATIONS HEREUNDER.

(b) IN THE EVENT OF BUYER'S BANKRUPTCY OR INSOLVENCY OR IF BUYER BREACHES ANY OF ITS OBLIGATIONS HEREUNDER, SELLER SHALL BE ENTITLED TO TERMINATE THIS CONTRACT OF SALE AND RECEIVE REIMBURSEMENT FOR ALL PRODUCTS DELIVERED, ALL WORK IN PROCESS AND ALL REINFORCING STEEL PLACING PLANS AND BAR LISTS; PROVIDED, HOWEVER, THAT SELLER SHALL RETAIN TITLE TO ALL REINFORCING STEEL PLACING DRAWINGS AND BAR LISTS UNTIL ALL PRODUCTS HAVE BEEN DELIVERED AND SELLER HAS BEEN PAID IN FULL.

8. REMEDIES OF SELLER

SELLER RETAINS ALL RIGHTS UNDER APPLICABLE LAW IN ADDITION TO THOSE EXPRESSLY PROVIDED FOR HEREIN. IF SELLER IS REQUIRED TO RETAIN ATTORNEYS OR ENGAGE IN ANY LEGAL PROCEEDINGS TO ENFORCE ITS RIGHTS HEREUNDER, BUYER WILL PAY SELLER'S REASONABLE ATTORNEYS' FEES, COSTS AND EXPENSES INCURRED IN CONNECTION WITH SUCH ENFORCEMENT.

9. GENERAL

(a) THIS CONTRACT OF SALE CONSTITUTES THE ENTIRE AGREEMENT BETWEEN SELLER AND BUYER, AND SUPERSEDES ALL PRIOR AGREEMENTS AND UNDERSTANDINGS, ORAL OR WRITTEN, WITH RESPECT TO THE SUBJECT MATTER HEREOF, AND MAY BE AMENDED ONLY BY WRITTEN AGREEMENT, EXECUTED BY BUYER AND AN AUTHORIZED REPRESENTATIVE OF SELLER. NO AMENDMENT, MODIFICATION OR WAIVER HEREOF WILL BE BINDING ON SELLER UNLESS MADE IN WRITING AND SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF SELLER. FAILURE OF SELLER TO ENFORCE ANY CONDITIONS OF THIS CONTRACT OF SALE OR TO EXERCISE ANY RIGHT ACCRUING THROUGH THE DEFAULT OF BUYER HEREUNDER SHALL NOT AFFECT OR IMPAIR THE SELLER'S RIGHTS IN CASE SUCH DEFAULT CONTINUES OR IN CASE OF ANY SUBSEQUENT DEFAULT OF BUYER. SECTION HEADINGS ARE FOR CONVENIENCE ONLY AND FORM NO PART OF THIS CONTRACT OF SALE. NEITHER BUYER NOR SELLER MAY ASSIGN THIS CONTRACT OF SALE OR THE RIGHTS OR OBLIGATIONS HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER PARTY, WHICH SHALL NOT BE UNREASONABLY WITHHELD. SELLER MAY SUBCONTRACT FOR THE MANUFACTURE OF THE PRODUCTS OR ANY COMPONENT THEREOF AS IT DEEMS PRUDENT.

(b) THIS CONTRACT OF SALE SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF FLORIDA, WITHOUT REGARD TO THE CHOICE-OF-LAW RULES THEREOF. JURISDICTION AND VENUE IN ANY ACTION BROUGHT PURSUANT TO THIS CONTRACT OF SALE SHALL PROPERLY LIE IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT OF THE STATE OF FLORIDA IN AND FOR HILLSBOROUGH COUNTY OR IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA, TAMPA DIVISION. SUCH JURISDICTION AND VENUE ARE MERELY PERMISSIVE; JURISDICTION AND VENUE SHALL ALSO CONTINUE TO LIE IN ANY COURT WHERE JURISDICTION AND VENUE WOULD OTHERWISE BE PROPER. THE PARTIES AGREE THAT THEY WILL NOT OBJECT THAT ANY ACTION COMMENCED IN THE FOREGOING JURISDICTIONS IS COMMENCED IN A FORUM NON-CONVENIENS.



625 West Gaines Street
 Tallahassee, FL 32316
 Ph : 850-224-3146

PURCHASE ORDER

To: Florida Rock Industries
 P.O. Box 2251
 Tallahassee, FL 32310
 Attn: Sam Pickenpaugh

Order #: 733-3-001
 Date: 9/21/2009
 Job: 733 TCC Ghazvini Center for Health

Ship To: 1528 Surgeons Drive
 Scott Knox
 Tallahassee, FL 32308

Description: Concrete

Ordered By	Delivery Date	Ship Via	F.O.B.	Terms
Scott Knox				

Description	Quantity	Rate	Amount Including Tax	Tax
3000psi Regular Mix	2,565.00 3000ps	72.00	184,680.00	
35000psi Regular Mix	1,343.00 35000p	74.00	99,382.00	
4000psi Pump Mix PG	976.00 4000ps	78.00	76,128.00	

Total: \$360,190.00

Culpepper Construction Company

Date

FLA ROCK INDUSTRIES, INC.

Date



FLORIDA ROCK INDUSTRIES INC

North Central Division

924 South Main Street, Gainesville, FL (352) 376-2182

1005 Kissimmee Street, Tallahassee, FL (850) 576-4141

1215 Wyandotte Drive, Albany, GA (229) 434-4769

March 18, 2009

Page 1 of 1

CULPEPPER CONSTR CO INC
P O BOX 20086
TALLAHASSEE, FL 32316

TCC / THE GHAZVINI CENTER FOR
HEALTHCARE CENTER
SURGEON'S DR.
TALLAHASSEE, FL

ATTN: SCOTT KNOX

Bid Date : March 10, 2009 Quote No. 3424

We appreciate the opportunity to quote the following concrete, block, and building products for this project.

3000 PSI REG.	\$ 72.00	PER YARD
3500 PSI REG.	74.00	PER YARD
4000 PSI Reg.	76.00	PER YARD
4000 PSI PUMPMIX PG	78.00	PER YARD
VERMICULITE/PERLITE SPECIAL MIX	89.00	PER YARD

Prices firm until 12/31/2009

MINIMUM LOAD	Loads under 6 YARDS	ENVIRONMENTAL FEE	.00/YARD
FUEL SURCHARGE R/M	.00/EA	FUEL SURCHARGE BLOCK	.00/EA
FUEL SURCHARGE BLDG MA	.00/EA		

State and local taxes are not included. The above prices are subject to a 1.00% discount if payment is made in accordance with Florida Rock Industries general terms and conditions of sale. This quotation expires 30 days from the date of proposal, but may be made a contract by mutual agreement of the parties involved. Finance charges will be applied to all past due balances in accordance with our Credit Sales Agreement.

By

Sam Pickenpough, General Manager



625 West Gaines Street
Tallahassee, FL 32316
Ph : 850-224-3146

PURCHASE ORDER

To: JACKSON-COOK, INC
P O BOX 2763
TALLAHASSEE, FL 32316

Order #: 733-5-001
Date: 9/21/2009
Job: 733 TCC Ghazvini Center for Health

Ship To: 1528 Surgeons Drive
Tallahassee, FL 32308

Description: Structural Steel

Ordered By	Delivery Date	Ship Via	F.O.B.	Terms
Scott Knox				

Description	Quantity	Rate	Amount Including Tax	Tax
BP 05000-10 Strct & Misc Steel			1,500,000.00	

Total: \$1,500,000.00

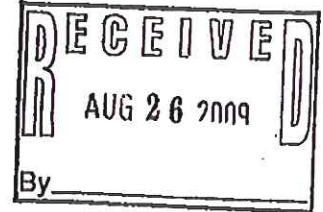
Culpepper Construction Company

Date

JACKSON-COOK, INC

Date

JACKSON-COOK, LC
"SERVICE IS OUR BUSINESS"
 P.O BOX 2763
 TALLAHASSEE, FL 32316-2763
 OFFICE- (850) 576.4187
 FAX- (850) 575-0791



JACKSON-COOK IS A MINORITY OWNED BUSINESS
 CERTIFIED BY STATE AND CITY-TALLAHASSEE

FACSIMILE TRANSMITTAL SHEET

TO:	FROM:
SCOTT KNOX	BLAIR WILLIAMS
COMPANY:	DATE:
CULPEPPER	5/28/09
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER:
	1
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
RE:	YOUR REFERENCE NUMBER:
TCC GHAZVINI CENTER	

- URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

NOTES/COMMENTS:

SCOTT:

THE FOLLOWING BREAKDOWN SHOULD SEPARATE THE SALES TAX CREDIT FROM THE OWNER PROVIDED PURCHASE ORDER AND YOUR SUBCONTRACT TOTAL.

BID TOTAL:	\$ 2,152,050.00
SALES TAX CREDIT:	<\$ 90,075.00>
MATERIAL PURCHASE ORDER TOTAL:	\$ 1,500,000.00
SUBCONTRACT TOTAL:	\$ 561,975.00

PLEASE CALL IF YOU HAVE ANY QUESTIONS.

MATERIAL PURCHASE ORDER BREAKDOWN:

FABRICATED STRUCTURAL STEEL:	\$ 1,250,000.00
FABRICATED STAIRS AND RAILS:	\$ 100,000.00
FABRICATED DECK:	\$ 150,000.00