June 16, 1975

Mr. D. O. Oxley Clerk of Circuit Court Nassau County Fernandina Beach, Florida 32034

> Re: Nassau County Health Center Project No. FLA-B-109

Dear Mr. Oxley:

Enclosed is an approved copy of the contract for your Federal grant of \$75,000.00 to assist in the cost of the planning, constructing and equipping the addition to your health center facility.

We are happy to have your project on our construction schedule.

Sincerely,

EEP/rlp

Enclosure

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A101

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a

STIPULATED SUM

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

Use only with the latest Edition of AIA Document A201, General Conditions of the Contract for Construction.

This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made this

HT8

day of

JULY

in the year of Nineteen

Hundred and SEVENTY FIVE.

BETWEEN the Owner:

BOARD OF COUNTY COMMISSIONERS

NASSAU COUNTY, FLORIDA

and the Contractor:

RAYMOND D. FACHKO

CALLAHAN, FLORIDA

the Project:

CALLAHAN COMMUNITY CENTER

CALLAHAN, FLORIDA

the Architect:

AKEL, LOGAN & SHAFER JACKSONVILLE, FLORIDA

The Owner and the Contractor agree as set forth below.

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for (Here insert the caption descriptive of the Work as used on other Contract Documents.)

CONSTRUCTING A COMMUNITY BUILDING LOCATED AT THE CORNER OF MICKLER STREET AND RAILROAD AVENUE, CALLAHAN, FLORIDA.

ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced UPON EXECUTION OF THIS CONTRACT BY BOTH PARTIES THERETO

and completed WITHIN 120 CALENDAR DAYS FROM SAID DATE OF EXECUTION.

(Here insert any special provisions for liquidated damages relating to failure to complete on time.)

LIQUIDATED DAMAGES SHALL BE APPLIED AS STATED IN THE SUPPLEMENTARY GENERAL CONDITIONS.

ARTICLE 4

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of SIXTY FOUR THOUSAND THREE HUNDRED EIGHTY TWO DOLLARS (\$64,382.00).

(State here the lump sum amount, unit prices, or both, as desired.)

ARTICLE 5

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Conditions of the Contract as follows:

On or about the **TENTH** day of each month **NINETY** per cent of the proportion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and **NINETY** per cent of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing by the parties, up to the **TEN** days prior to the date on which the Application for Payment is submitted, less the aggregate of previous payments in each case; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to **ONE HUNDRED** per cent of the Contract Sum, less such retainages as the Architect shall determine for all incomplete Work and unsettled claims.

(If not covered elsewhere in the Contract Documents, here insert any provision for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)

Any moneys not paid when due to either party under this Contract shall bear interest at the legal rate in force at the place of the Project.

ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

ARTICLE 7

MISCELLANEOUS PROVISIONS

- 7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.
- 7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

(List below the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda and accepted Alternates, showing page or sheet numbers in all cases and dates where applicable.)

- -THE AGREEMENT DATED JULY 8, 1975
- -THE GENERAL CONDITIONS OF THE CONTRACT, APRIL 1970 EDITION SUPPLEMENTARY GENERAL CONDITIONS
- -THE PROJECT SPECIFICATIONS
- -THE PROJECT DRAWINGS AS FOLLOWS:

A-1 THROUGH A-8

P-1

M~1

E-1 & E-2

-ADDENDUM NO. 1 DATED MAY 28, 1975

This Agreement executed the day and year first written above.

OWNER BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

CONTRACTOR

RAYMOND D. FACHKO

by: Chairman

matrosa L. (SEAL) by