

BOARD MEETING  
 DATE: 9/27  
 ACTION: 9  
 INFO: \_\_\_\_\_

1988



AIA Document A101

# Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a  
**STIPULATED SUM**

**1987 EDITION**

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

*The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.*

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

## AGREEMENT

made as of the 20th day of September in the year of  
 Nineteen Hundred and Eighty-eight.

**BETWEEN** the Owner: Nassau County Board of  
 County Commissioners  
 P.O. Box 1010  
 Fernandina Beach, Fl 32034  
*(Name and address)*

and the Contractor: Thomas May Construction Company  
 5860 Timuquana Road, Suite 7  
 Jacksonville, Fl 32210  
*(Name and address)*

The Project is: Expansion and Renovations of the  
 Callahan Health Center.  
*(Name and location)*

The Architect is: David W. Beer, Architects, P.A.  
 Amelia Village, Box 20  
 Amelia Island, Fl 32034  
*(Name and address)*

The Owner and Contractor agree as set forth below.

Copyright 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, ©1987 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

**ARTICLE 1**  
**THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

**ARTICLE 2**  
**THE WORK OF THIS CONTRACT**

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

The work is described in the Contract Documents and is revised only by the following changes.

Items not included in the Contract:

1. All painting.
2. Canvas canopy.
3. Carpet & vinyl base at Environmental Health Room, Nurses' Office & Medical Office.

The following substitutions will be allowed:

1. Substitute duct board for metal ducts.
2. Substitute equal water fountain other than the one specified.
3. Contractor shall provide a recycled job sign instead of the new one as specified.

**ARTICLE 3**  
**DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**3.1** The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

The date of commencement shall be from the date when the notice to proceed is issued by the Owner.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

**3.2** The Contractor shall achieve Substantial Completion of the entire Work not later than

*(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)*

60 calendar days from the date on the notice to proceed.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)*

(Note: See specification page V-2.)

**ARTICLE 4**  
**CONTRACT SUM**

**4.1** The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of ~~Thirty-five thousand five hundred & ten & 00/100~~-----Dollars (\$ ~~35,510.00~~), subject to additions and deductions as provided in the Contract Documents.

**4.2** The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: N/A

*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)*

**4.3** Unit prices, if any, are as follows:

Unit price B.1 page V-1 of specifications \$55.00/each.

**ARTICLE 5**  
**PROGRESS PAYMENTS**

**5.1** 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 below and elsewhere in the Contract Documents.

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

**5.3** Provided an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment to the Contractor not later than the 20th 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 20 days after the Architect receives the Application for Payment.

**5.4** Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and 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 Contractor's Applications for Payment.

**5.5** Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

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

**5.6.1** Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of ten percent (10 %). 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 the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;

~~**5.6.2** Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of \_\_\_\_\_ percent (-----%)~~

**5.6.3** Subtract the aggregate of previous payments made by the Owner; and

**5.6.4** Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

**5.7** The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

**5.7.1** Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to one hundred percent (100 %) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and

**5.7.2** Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

**5.8** Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

**ARTICLE 9**  
**ENUMERATION OF CONTRACT DOCUMENTS**

- 9.1** The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:
- 9.1.1** The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.
- 9.1.2** The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.
- 9.1.3** The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated \_\_\_\_\_, and are as follows: N/A

<b>Document</b>	<b>Title</b>	<b>Pages</b>
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- 9.1.4** The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:  
*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

<b>Section</b>	<b>Title</b>	<b>Pages</b>
I thru D11	Specifications dated 7-25-88	1 thru 44

9.1.5 The Drawings are as follows, and are dated 7-14-88  
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

unless a different date is shown below:

Number	Title	Date
A-1		
A-2		
ME-1		

9.1.6 The Addenda, if any, are as follows: N/A

Number	Date	Pages
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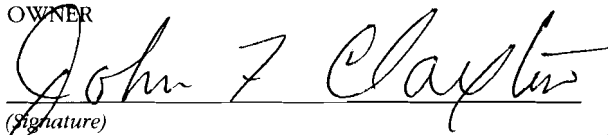
Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

**9.1.7** Other documents, if any, forming part of the Contract Documents are as follows: N/A

*(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER

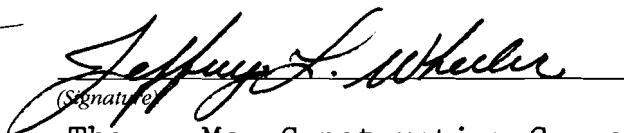


*(Signature)*

Board of County Commissioners  
Nassau County

*(Printed name and title)*

CONTRACTOR



*(Signature)*

Thomas May Construction Company  
Jeffrey L. Wheeler J.P.

*(Printed name and title)*

**DAVID W. BEER, ARCHITECT**

Amelia Village Box 20  
AMELIA ISLAND, FL 32034

**LETTER OF TRANSMITTAL**

(904) 261-4586

TO Nassau County Courthouse  
\_\_\_\_\_  
\_\_\_\_\_

DATE <u>9/28/88</u>	JOB NO.
ATTENTION <u>Joanna Cason</u>	
RE: <u>Expansion and Renovations of the Callahan Health Center</u>	

WE ARE SENDING YOU  Attached  Under separate cover via \_\_\_\_\_ the following items:

- Shop drawings       Prints       Plans       Samples       Specifications
- Copy of letter       Change order       \_\_\_\_\_

COPIES	DATE	NO.	DESCRIPTION
<u>1</u>			<u>Executed contract between Owner and Contractor</u>

THESE ARE TRANSMITTED as checked below:

- For approval       Approved as submitted       Resubmit \_\_\_\_\_ copies for approval
- For your use       Approved as noted       Submit \_\_\_\_\_ copies for distribution
- As requested       Returned for corrections       Return \_\_\_\_\_ corrected prints
- For review and comment       \_\_\_\_\_
- FOR BIDS DUE \_\_\_\_\_ 19 \_\_\_\_\_       PRINTS RETURNED AFTER LOAN TO US

REMARKS For your files  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COPY TO \_\_\_\_\_

SIGNED: Laurie R. Thomas





david w. beer  
architect

BOARD MEETING

November 14, 1988

DATE: 11-22

ACTION: 2

INFO:

Joanna Casbn  
Nassau County Board of Commissioners  
P.O. Box 1010  
Fernandina Beach, FL 32034

RE: Callahan Health Center

Dear Joanna:

Enclosed is Change Order #1 for the referenced project. A charge of \$730.00 is indicated for replacing the deteriorated sewer line. Also included are deducts for elimination of one light in the Medicaid Food Stamp Office for \$100.00, and a deduct of \$140.00 for elimination of the transoms over the new doors. Please have all three copies of the Change Order signed. Return one to our office and one to Thomas May Construction Co.

~~Also enclosed is Request for Payment #2 for the amount of \$15,235.00. We consider this amount to be appropriate. We are withholding \$3600 Retainage until completion of punchlist items and receipt of "as-built drawings" and release of liens.~~

Please give us a call if you have any questions.

Sincerely,

Laurie R. Thomas

LRT/cch

Enclosures

cc: Jeff Wheeler  
Dr. David Page

◦ 904-261-4586 ◦

amelia village box 20 amelia island florida 32034

# CHANGE ORDER

AIA DOCUMENT G701

Distribution to:  
 OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

PROJECT: RENOVATIONS CALLAHAN HEALTH CENTER CHANGE ORDER NUMBER: 1

(name, address) MICKLER STREET  
 CALLAHAN, FLORIDA

INITIATION DATE: 11/11/88

TO (Contractor):

THOMAS MAY CONSTRUCTION COMPANY  
 5860 TIMUQUANA RD., SUITE 7  
 JACKSONVILLE, FL. 32210

ARCHITECT'S PROJECT NO:

CONTRACT FOR: CALLAHAN HEALTH CENTER

CONTRACT DATE: SEPTEMBER 20, 1988

You are directed to make the following changes in this Contract:

SEWER LINE APPROXIMATELY 70'	ADD	\$730.00
LIGHT IN MEDICAID FOOD STAMP AREA	DEDUCT	[\$100.00]
TRANSOM AT DOORS	DEDUCT	[\$140.00]
<hr/>		
TOTAL	ADD	\$490.00

Not valid until signed by both the Owner and Architect.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original (Contract Sum) (Guaranteed Maximum Cost) was ..... \$ 35,510.00  
 Net change by previously authorized Change Orders ..... \$ 0.00  
 The (Contract Sum) (Guaranteed Maximum Cost) prior to this Change Order was ..... \$ 35,510.00  
 The (Contract Sum) (Guaranteed Maximum Cost) will be increased (decreased) (unchanged)  
 by this Change Order ..... \$ 490.00  
 The new (Contract Sum) (Guaranteed Maximum Cost) including this Change Order will be ... \$ 36,000.00  
 The Contract Time will be (increased) (decreased) (unchanged) by ( 0 ) Days.  
 The Date of Substantial Completion as of the date of this Change Order therefore is

DAVID W. BEER, AIA.  
 ARCHITECT  
 HIGHWAY A1A SOUTH  
 Address  
 AMELIA ISLAND, FL. 32034

THOMAS MAY CONSTRUCTION CO.  
 CONTRACTOR  
 5860 TIMUQUANA RD., SUITE 7  
 Address  
 JACKSONVILLE, FL. 32210

Authorized:  
 NASSAU COUNTY COMMISSIONERS  
 OWNER  
 P.O. BOX 1010  
 Address  
 FERNANDINA BEACH, FL. 32034

BY Laurie R. Thomas  
 DATE 11-14-88

BY Jeffrey L. Wheeler  
 DATE 11/11/88

BY James E. Dutton  
 DATE 11-22-88