



AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 15th day of June in the year 2011
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Board of County Commissioners, Nassau County, Political Subdivision of the State of Florida
96135 Nassau Place, Suite 1
Yulee, Florida 32097
Telephone Number: 904-491-7380
Fax Number: 904-321-5784

and the American Beach Property Owners Association (ABPOA), Florida Non-Profit Corporation

and the Contractor:
(Name, legal status, address and other information)

AC General, Inc. , Florida Profit Corporation
401 Agmac Avenue
Jacksonville, Florida 32254
Telephone Number: 904-783-4200
Fax Number: 904-781-0806

for the following Project:
(Name, location and detailed description)

American Beach Historic Park
5508 Gregg Street, Fernandina Beach, Nassau County, Florida 32034
Roof, door and window replacement of the existing Evans Rendezvous building. Project includes, but is not limited to removal of the entire existing roof membrane; asbestos abatement, selective demolition of damaged joists and sheathing; installation of a new roof system and removal and replacement of all exterior doors and windows.

The Architect:
(Name, legal status, address and other information)

Zona & Associates, P.A. , Florida Profit Corporation
107 East Bay Street
Jacksonville, Florida 32202
Telephone Number: 904-371-2790
Fax Number: 904-358-6415

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, 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.

Init.

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User Notes:

(1282750072)

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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, all of which 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 a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement 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 commencement date will be fixed in a notice to proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than One Hundred Twenty (120) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Int.

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Time is of the essence in the construction of this Project. The Owner will suffer financial damage if this Project is not substantially completed on the date set forth in the Contract Documents. Therefore, the Owner and the Contractor specifically agree that the Contractor shall pay to the Owner the sum of Three Hundred and no/100 Dollars (\$300.00) per calendar day or any part thereof elapsing between the date established as provided in Article 3.3 of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1997, and the actual date upon which substantial completion is achieved.

These amounts to be paid to the Owner by the Contractor, shall, in no event, be considered as a penalty or otherwise than the consequential and adjusted damages of the Owner because of the delay. Furthermore, the sums per calendar day or any part thereof set forth hereinabove, may be at the sole option of the Owner and may be deducted and retained out of the sums payable to the Contractor. If not so deducted, the Contractor shall remain liable therefore.

ARTICLE 4 CONTRACT SUM

§ 4.1 The American Beach Property Owners Association (ABPOA) shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One hundred sixty-nine thousand dollars and no cents (\$ 169,000.00), 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:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

- A-1 Window Replacement
- A-2 Door Replacement

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
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§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 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.

Int.

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

(Paragraphs deleted)

§ 5.1.3, *The ABPOA shall pay the contractor directly for the work. The Board of County Commissioners, Nassau County shall not be responsible for this amount; however prior to disbursing any payment to the contractor ABPOA shall insure the goods and services billed in a particular invoice have been received and accepted by the County. The Contractor shall not have the ability to recover the amount ABPOA hereby agrees to pay from the County or make any claim to the County for said amount.*

§ 5.1.4 Each Application for Payment shall be based on the most recent 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. The schedule of values shall 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.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .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 Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10.00 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .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 ten percent (10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .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 Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 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 Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

Int.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Final release of retainage must be approved by the Board of County Commissioners, Nassau County

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction

Other *(Specify)*

DISPUTES:

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Consultant as set forth herein. Disputes shall be set forth in writing to the County Manager with a copy to the Department Head or Consultant, depending on which party initiates the dispute, and provided by overnight mail, UPS, FedEx, or certified mail. A response shall be provided in the same manner prior to the initial meeting with the County Manager, the Department Head (or their designee), and a representative of the Consultant. This initial meeting shall take place no more than thirty (30) days from the written notification of the dispute addressed to the County Manager.

If the dispute is not settled at the initial meeting, the County Manager shall immediately notify the County Attorney. The Department Head (or his/her designee), the County Attorney, the County Manager, and the Department Head (or their designee(s)) shall meet with the Consultant's representative(s) within thirty (30) days of the County Manager's notification to the County Attorney of the continued dispute.

If there is no satisfactory resolution, the claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation

shall be borne by the Consultant. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

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init.

§ 8.3 The Owner's representative:
(Name, address and other information)

Tim Milligan, Director of Facilities Maintenance
45195 Musselwhite Road
Callahan, Florida 32011
Telephone Number: 904-548-4688
Fax Number: 904-548-4687
Mobile Number: 904-753-4207
tmilligan@nassaucountyfl.com

§ 8.4 The Contractor's representative:
(Name, address and other information)

Mike Johnston, Director
401 Agmac Avenue
Jacksonville, Florida 32254
Telephone Number: 904-783-4200
Fax Number: 904-781-0806
Mobile Number: 904-545-5822
mjohnston@acgeneral.net

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

Notwithstanding any other term, provision or language in this Agreement to the contrary, the Contractor agrees that it will look solely to American Beach Property Owners Association for payment, of any type or kind whatsoever that becomes due or is owed pursuant to this Agreement

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
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§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Evans' Rendezvous Roofing and Window Replacement; prepared by Zona & Associates

Int.

Number	Title	Date
A300	Cover	01/31/11
A301	Survey and Site Location Map	10/10/10
A302	Existing Phase 1 Demo, Floor and Sections	10/10/10
A303	Phase 2 Demo, Floor and Roof Plan	10/10/10
A304	Phase 2 Demo. Elevations	10/10/10
A305	Scope of Work Plan	10/10/10
A306	Scope of Work Elevations	10/10/10
A307	Roof Plan, Sections and Details	10/10/10
A308	Building Sections	10/10/10
A309	Wall Sections	10/10/10
A310	Wall Sections	10/10/10
A311	Window and Door Sections and Details	10/10/10
A312	Exterior Windows Doors	10/10/10
A313	Roofing and Ext. Door Sample Specs	10/10/10
A314	Window Sample Specs	

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum No. 1	03/14/11	2
Addendum No. 2	04/06/11	27

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 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides 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.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

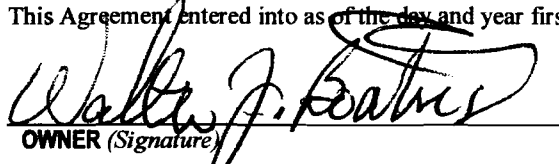
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Int.

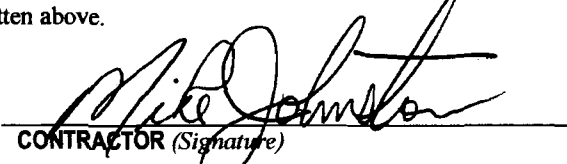
Type of insurance or bond
General Liability
Automobile Liability
Workers' Compensation

Limit of liability or bond amount (\$0.00)
\$1,000,000 each occurrence; \$2,000,000 aggregate
\$1,000,000 combined single limit
Pursuant to State requirements

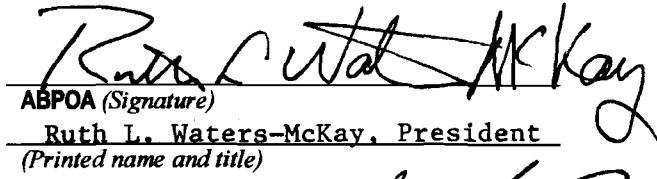
This Agreement entered into as of the day and year first written above.


OWNER (Signature)

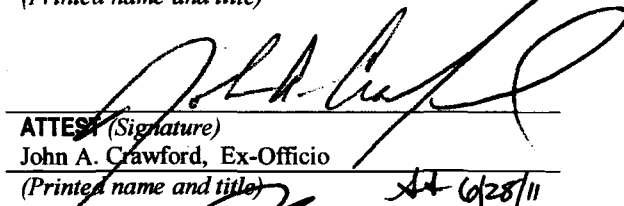
Walter J. Boatright, Chairman
(Printed name and title)


CONTRACTOR (Signature)

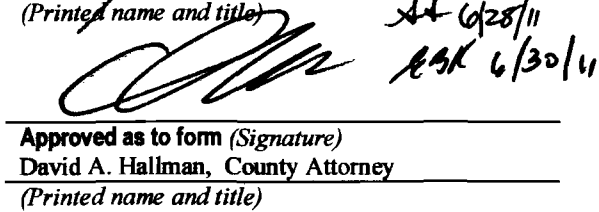
Mike Johnston, Director
(Printed name and title)


ABPOA (Signature)

Ruth L. Waters-McKay, President
(Printed name and title)


ATTEST (Signature)

John A. Crawford, Ex-Officio
(Printed name and title)


Approved as to form (Signature)

David A. Hallman, County Attorney
(Printed name and title)

JK 6/28/11
EAK 6/30/11

Init.

Additions and Deletions Report for AIA[®] Document A101[™] – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:21:43 on 05/23/2011.

PAGE 1

AGREEMENT made as of the 15th day of June in the year 2011

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Board of County Commissioners, Nassau County, Political Subdivision of the State of Florida
96135 Nassau Place, Suite 1
Yulee, Florida 32097
Telephone Number: 904-491-7380
Fax Number: 904-321-5784

and the American Beach Property Owners Association (ABPOA), Florida Non-Profit Corporation

and the Contractor:

...

AC General, Inc., Florida Profit Corporation
401 Agmac Avenue
Jacksonville, Florida 32254
Telephone Number: 904-783-4200
Fax Number: 904-781-0806

...

American Beach Historic Park
5508 Gregg Street, Fernandina Beach, Nassau County, Florida 32034
Roof, door and window replacement of the existing Evans Rendezvous building. Project includes, but is not limited to removal of the entire existing roof membrane; asbestos abatement, selective demolition of damaged joists and sheathing; installation of a new roof system and removal and replacement of all exterior doors and windows.

...

Zona & Associates, P.A., Florida Profit Corporation
107 East Bay Street
Jacksonville, Florida 32202
Telephone Number: 904-371-2790
Fax Number: 904-358-6415

PAGE 2

The commencement date will be fixed in a notice to proceed.

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User Notes:

(1282750072)

...

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than One Hundred Twenty (120) days from the date of commencement, or as follows:

PAGE 3

Time is of the essence in the construction of this Project. The Owner will suffer financial damage if this Project is not substantially completed on the date set forth in the Contract Documents. Therefore, the Owner and the Contractor specifically agree that the Contractor shall pay to the Owner the sum of Three Hundred and no/100 Dollars (\$300.00) per calendar day or any part thereof elapsing between the date established as provided in Article 3.3 of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1997, and the actual date upon which substantial completion is achieved.

These amounts to be paid to the Owner by the Contractor, shall, in no event, be considered as a penalty or otherwise than the consequential and adjusted damages of the Owner because of the delay. Furthermore, the sums per calendar day or any part thereof set forth hereinabove, may be at the sole option of the Owner and may be deducted and retained out of the sums payable to the Contractor. If not so deducted, the Contractor shall remain liable therefore.

...

§ 4.1 ~~The Owner~~ American Beach Property Owners Association (ABPOA) shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One hundred sixty-nine thousand dollars and no cents (\$ 169,000.00), subject to additions and deductions as provided in the Contract Documents.

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A-1 Window Replacement

A-2 Door Replacement

PAGE 4

~~§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the 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 () days after the Architect receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)~~

§ 5.1.3. The ABPOA shall pay the contractor directly for the work. The Board of County Commissioners, Nassau County shall not be responsible for this amount; however prior to disbursing any payment to the contractor ABPOA shall insure the goods and services billed in a particular invoice have been received and accepted by the County. The Contractor shall not have the ability to recover the amount ABPOA hereby agrees to pay from the County or make any claim to the County for said amount.

- ...
- .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 Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10.00 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
 - .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 ten percent (10 %);

PAGE 5

Final release of retainage must be approved by the Board of County Commissioners, Nassau County

...

[] Other (*Specify*)

DISPUTES:

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Consultant as set forth herein. Disputes shall be set forth in writing to the County Manager with a copy to the Department Head or Consultant, depending on which party initiates the dispute, and provided by overnight mail, UPS, FedEx, or certified mail. A response shall be provided in the same manner prior to the initial meeting with the County Manager, the Department Head (or their designee), and a representative of the Consultant. This initial meeting shall take place no more than thirty (30) days from the written notification of the dispute addressed to the County Manager.

If the dispute is not settled at the initial meeting, the County Manager shall immediately notify the County Attorney. The Department Head (or his/her designee), the County Attorney, the County Manager, and the Department Head (or their designee(s)) shall meet with the Consultant's representative(s) within thirty (30) days of the County Manager's notification to the County Attorney of the continued dispute.

If there is no satisfactory resolution, the claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Consultant. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

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PAGE 7

Tim Milligan, Director of Facilities Maintenance
45195 Musselwhite Road
Callahan, Florida 32011
Telephone Number: 904-548-4688
Fax Number: 904-548-4687
Mobile Number: 904-753-4207
tmilligan@nassaucountyfl.com

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Mike Johnston, Director
401 Agmac Avenue
Jacksonville, Florida 32254
Telephone Number: 904-783-4200
Fax Number: 904-781-0806
Mobile Number: 904-545-5822
mjohnston@acgeneral.net

...

Notwithstanding any other term, provision or language in this Agreement to the contrary, the Contractor agrees that it will look solely to American Beach Property Owners Association for payment, of any type or kind whatsoever that becomes due or is owed pursuant to this Agreement

...

Evans' Rendezvous Roofing and Window Replacement; prepared by Zona & Associates

PAGE 8

<u>A300</u>	<u>Cover</u>	<u>01/31/11</u>
<u>A301</u>	<u>Survey and Site Location</u>	<u>10/10/10</u>
	<u>Map</u>	
<u>A302</u>	<u>Existing Phase 1 Demo,</u>	<u>10/10/10</u>
	<u>Floor and Sections</u>	
<u>A303</u>	<u>Phase 2 Demo, Floor and</u>	<u>10/10/10</u>
	<u>Roof Plan</u>	
<u>A304</u>	<u>Phase 2 Demo,</u>	<u>10/10/10</u>
	<u>Elevations</u>	
<u>A305</u>	<u>Scope of Work Plan</u>	<u>10/10/10</u>
<u>A306</u>	<u>Scope of Work</u>	<u>10/10/10</u>
	<u>Elevations</u>	
<u>A307</u>	<u>Roof Plan, Sections and</u>	<u>10/10/10</u>
	<u>Details</u>	
<u>A308</u>	<u>Building Sections</u>	<u>10/10/10</u>
<u>A309</u>	<u>Wall Sections</u>	<u>10/10/10</u>
<u>A310</u>	<u>Wall Sections</u>	<u>10/10/10</u>
<u>A311</u>	<u>Window and Door</u>	<u>10/10/10</u>
	<u>Sections and Details</u>	
<u>A312</u>	<u>Exterior Windows Doors</u>	<u>10/10/10</u>
<u>A313</u>	<u>Roofing and Ext. Door</u>	<u>10/10/10</u>
	<u>Sample Specs</u>	<u>10/10/10</u>
<u>A314</u>	<u>Window Sample Specs</u>	

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User Notes:

(1282750072)

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Addendum No. 1
Addendum No. 2

03/14/11
04/06/11

2
27

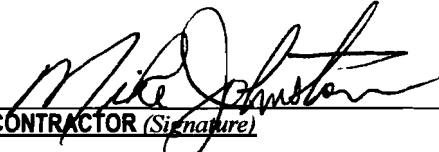
PAGE 9

General Liability
Automobile Liability
Workers' Compensation

\$1,000,000 each occurrence; \$2,000,000 aggregate
\$1,000,000 combined single limit
Pursuant to State requirements

...

OWNER (Signature)
Walter J. Boatright, Chairman
(Printed name and title)



CONTRACTOR (Signature)
Mike Johnston, Director
(Printed name and title)

ABPOA (Signature)
(Printed name and title)

OWNER (Signature)
(Printed name and title)

CONTRACTOR (Signature)
(Printed name and title)

ATTEST (Signature)
John A. Crawford, Ex-Officio
(Printed name and title)

Approved as to form (Signature)
David A. Hallman, County Attorney
(Printed name and title)

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, David A. Hallman, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:21:43 on 05/23/2011 under Order No. 0286514783_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

County Attorney

(Title)

June 15, 2011

(Dated)

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

Performance and Payment Bond

Public Work

Surety Bond No.: FLC75304

As to the Contractor/Principal:

Name: **AC General, Inc.**

Principal Business Address: **401 Agmac Avenue, Jacksonville, FL 32254**

Telephone: **(904) 783-4200**

As to the Surety:

Name: **Merchants Bonding Company**

Principal Business Address: **2100 Fleur Drive, Des Moines, IA 50321**

Telephone: **(800) 678-8171**

As to the Owner of the Property/Contracting Public Entity:

Name: **Nassau County Board of County Commissioners**

Principal Business Address: **96135 Nassau Place, Suite 1, Yulee, FL 32097**

Telephone: **(904) 491-7380**

Project Description: American Beach Historic Park, 5508 Gregg Street, Fernandina Beach, FL 32034

Legal Description of Project: American Beach Historic Park, 5508 Gregg Street, Fernandina Beach, FL 32034

This bond has been furnished to comply with the requirements of F.S.A. 255.05. This bond is hereby amended such that All provisions and limitations, including conditions, notice and time limitations of F.S.A. 255.05 are incorporated herein by reference. Any provisions of this bond which conflicts with or purports to grant broader or more expanded coverage in excess of the minimum requirements of the applicable statute shall be deemed herefrom. This bond is a statutory bond, not a common law bond.

This is the front page of the performance/ payment bond(s) regardless of preprinted numbers on the other pages issued in compliance with Florida Statute 255.05

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

Performance Bond

Bond No. FLC75304

KNOW ALL MEN BY THESE PRESENTS: that

AC General, Inc.
401 Agmac Avenue
Jacksonville, FL 32254

as Principal, hereinafter called the Contractor, and

Merchants Bonding Company
2100 Fleur Drive
Des Moines, IA 50321

as Surety, hereinafter called the Surety, are held and firmly bound unto

Nassau County Board of County Commissioners
96135 Nassau Place, Suite 1
Yulee, FL 32097

as Obligee, hereinafter called the Owner, in the amount of One Hundred Sixty Nine Thousand and 00 /100 Dollars (\$169,000.00) for the payment whereof Contractor and Surety, bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated June 15, 2011 entered into a contract with Owner for American Beach Historic Park
5508 Gregg Street, Fernandina Beach, FL 32034

In accordance with Drawings and Specifications prepared by

Zona & Associates, P.A. a Florida Profit Corporation
107 East Bay Street
Jacksonville, FL 32202

Which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void: otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts

Of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

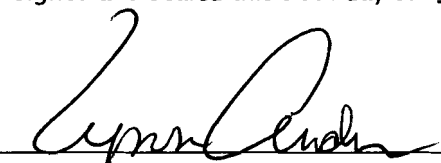
Any suit under this bond must be instituted before the expiration of two (2) years from the date on which the final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

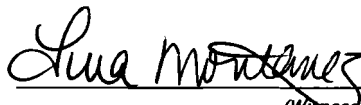
This bond in all respects shall be deemed a statutory bond and shall be governed by Section 255.05 or Section 713.23 Florida Statutes, whichever is applicable, including, but not limited to, the notice and time limitation provisions as set forth in Section 255.05(2) or Section 713.23, Florida Statutes.

The Surety shall not be liable under this bond to the Obligee unless the said Obligee shall make payments to the Principal strictly in accordance with the terms of the original contract as to payments, and shall perform all the other obligations to be performed under said contract at the time in the manner therein set forth.

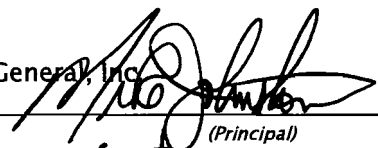
Signed and Sealed this 20th day of July, 2011.



(Witness)

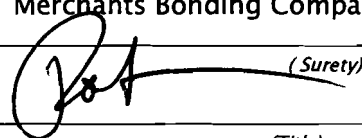


(Witness)

{ AC General, Inc.


(Principal) (Seal)
Director

(Title)

{ Merchants Bonding Company


(Surety) (Seal)

(Title)

Robert T. Theus, Attorney-In-Fact

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

Labor and Material Payment Bond

Bond No. FLC75304

KNOW ALL MEN BY THESE PRESENTS: that

AC General, Inc.
401 Agmac Avenue
Jacksonville, FL 32254

As Principal, hereinafter called the Contractor, and

Merchants Bonding Company
2100 Fleur Drive
Des Moines, IA 50321

as Surety, hereinafter called the Surety, are held and firmly bound unto

Nassau County Board of County Commissioners
96135 Nassau Place, Suite 1
Yulee, FL 32097

As Obligee, hereinafter called the Owner, in the amount of One Hundred Sixty Nine Thousand and 00/100 Dollars (\$169,000.00) for the payment whereof Contractor and Surety, bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated June 15, 2011 entered into a contract with Owner for American Beach Historic Park
5508 Gregg Street, Fernandina Beach, FL 32034

In accordance with Drawings and Specifications prepared by

Zona & Associates, P.A. a Florida Profit Corporation
107 East Bay Street
Jacksonville, FL 32202

Which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

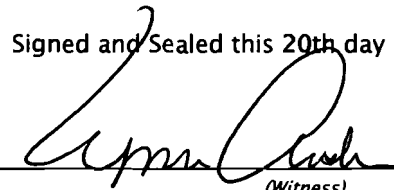
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as herein defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions.

1. A Claimant is defined as one having a direct contract with the principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
 2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgement for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs of expenses of any such suit.
 3. No suit or action shall be commenced hereunder by any claimant:
 - a) Unless claimant, other than one having direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 4. The amount of the bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payments by Surety of Mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.
- b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

This bond in all respects shall be deemed a statutory bond and shall be governed by Section 255.05 or Section 713.23 Florida Statutes, whichever is applicable, including, but not limited to, the notice and time limitation provisions as set forth in Section 255.05(2) or Section 713.23, Florida Statutes.

The Surety shall not be liable under this bond to the Obligee unless the said Obligee shall make payments to the Principal strictly in accordance with the terms of the original contract as to payments, and shall perform all the other obligations to be performed under said contract at the time in the manner therein set forth.

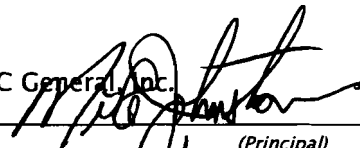
Signed and Sealed this 20th day of July, 2011.



(Witness)




(Witness)

{ AC General, Inc.


(Principal) (Seal)
Director

(Title)

{ Merchants Bonding Company


(Surety) (Seal)

(Title)

Robert T. Theus, Attorney-In-Fact



**Merchants
Bonding
Company**

HOME OFFICE
2100 FLEUR DRIVE
DES MOINES, IOWA 50321-1158
(515) 243-8171
FAX (515) 243-0344

AUSTIN OFFICE
P. O. BOX 26720
AUSTIN, TEXAS 78755
(512) 343-9033
FAX (512) 343-8363

MULTIPLE OBLIGEE RIDER

To be attached to and form part of Bond Number FLC75304

with Merchants Bonding Company (Mutual) as Surety,

AC General, Inc.

as Principal, and Nassau County Board of County Commissioners as Obligee,

for valuable consideration, hereby agree respectively in connection with a contract for
American Beach Historic Park

which bond and contract are made a part hereof by reference, shall now include as additional Obligee(s)

American Beach Property Owners Association (ABPOA)

The rights of the additional Obligee(s) shall be subject to the following conditions:

- (a) The Surety shall not be liable under this bond to the Obligee, or any additional Obligee, unless the Obligee, or any additional Obligee, shall make payments to the principal in accordance with the terms of said contract as to payments and shall perform all other obligations to be performed under said contract at the time and in the manner therein set forth.
- (b) The aggregate liability of the Surety under the Bond to the Obligees, as their interest may appear, is limited to the penal sum of this Bond.
- (c) The Surety, may at its option, make any payments under this Bond by check issued jointly to the Obligees.
- (d) The Surety shall not be liable to any of the Obligees if the contract between the Principal and Obligee is void or unenforceable.

This rider is effective as of July 20, 2011

MERCHANTS BONDING COMPANY (MUTUAL)

By: [Signature]
(Surety) Robert T. Theus Attorney-in-fact

American Beach Property Owners Association (ABPOA)
By: [Signature]
(Obligee)

By: _____
(Obligee)

By: _____
(Obligee)

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Fitzhugh K. Powell, Jr., Robert T. Theus, Roger R. Hurst, Susan W. Jordan, Walter N. Myers,
Benjamin Powell

of Jacksonville and State of Florida its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

SEVEN MILLION FIVE HUNDRED THOUSAND (\$7,500,000.00) DOLLARS

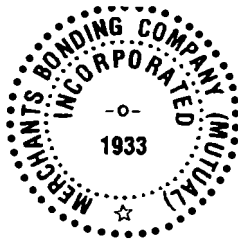
and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 16, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 29th day of October, 2010.



MERCHANTS BONDING COMPANY (MUTUAL)

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 29th day of October, 2010, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.

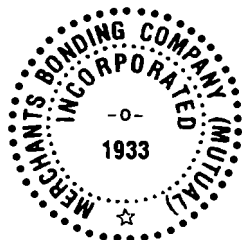


Cindy Smyth
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 20th day of July, 2011.



William Warner Jr.
Secretary



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
Contract Management Department
96135 Nassau Place, Suite 6
Yulee, Florida 32097
904-491-7377 Fax: 904-321-2658

CS-10-258
append
Charlotte J. Young, CPPB
Contract Manager
cyoung@nassaucountyfl.com

RECEIVED
CONTRACT MANAGEMENT Dawn Krass
Contract Specialist
dkrass@nassaucountyfl.com
2011 SEP 14 PM 2:40

September 8, 2011

Mike Johnston, Director
AC General, Inc.
401 Agmac Avenue
Jacksonville, Florida 32254

Re: Notice to Proceed
American Beach Historic Park
Contract No. CM1739

Dear Mr. Johnston

You are hereby notified to commence the work in accordance with the Agreement dated June 15, 2011 on or before September 8, 2011.

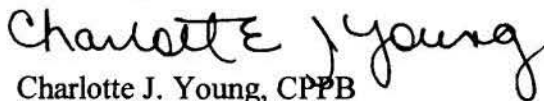
Substantial Completion for this contract is one hundred twenty (120) calendar days after the effective date of the Notice to Proceed and Final Completion is one hundred fifty (150) calendar days after the effective date of the Notice to Proceed. Therefore, the Substantial Completion date is established as January 6, 2012 and Final Completion must be achieved by February 5, 2012. In the event the work is not completed by these dates, the liquidated damage clause may apply.

All work must be conducted in strict accordance with the contract specifications, terms and conditions.

We look forward to working together on this project. Your point of contact is Billy Stonebreaker at 904-753-4035.

You are required to acknowledge copy of this NOTICE TO PROCEED to the Owner.

Sincerely,


Charlotte J. Young, CPPB
Contract Manager

cc: Tim Milligan, Director of Facilities Maintenance
John A. Crawford, Ex-Officio Clerk
Zona & Associates, Inc., Architect of Record

RECEIVED
CONTRACT MANAGEMENT
2011 SEP 14 PM 2:40

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

AC GENERAL, INC.

this 13th day of September, 2011.

By: 

Printed Name: Mike Johnston

Title: Director



FROM THE DESK OF:

CHARLOTTE YOUNG
Contract Management

TO Clerk Services

Please find attached original document for your contract file.

AC General
American Beach Historic Park
Contract Tracking No. CM1739
Notice to Proceed