

ADDENDUM TO CONTRACT

THIS ADDENDUM is made this 27th day of June, 2011 as an addendum to the AIA A101 - 2007 Standard Form of Agreement between Owner and Contractor ("Contract") dated June 27th 2011 and entered into between Board of County Commissioners, Nassau County, Political Subdivision of the State of Florida (the "County") and the American Beach Property Owners Association (ABPOA), Florida Non-Profit Corporation ("ABPOA"), as Owner, and AC General, Inc., Florida Profit Corporation, ("Contractor"), as Contractor, contemporaneously herewith:

WITNESSETH:

WHEREAS, Owner has entered the Contract with the Contractor to perform construction work at the American Beach Historic Park 5508 Gregg Street, Fernandina Beach, Nassau County, Florida 32034 ("Project").

WHEREAS, the scope of work generally 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;

WHEREAS, the parties hereto desire to go forward with the Contract as modified and amended by this Addendum.

NOW, THEREFORE, in consideration of the foregoing recitations, the truth and sufficiency of which are hereby acknowledged, and other good and valuable consideration, the parties hereto agree as follows:


1. Payment and Performance Bond. Contractor shall provide the payment and performance bonds as required by the request for proposal and in satisfaction of §255.05 Fla. Stat.
2. ABPOA's Liability. The parties agree and acknowledge that ABPOA is not the fee owner of and has no interest in the Work or Project. The fee property and Project is owned by the County. ABPOA agrees to pay all invoices submitted by the Contractor for Work authorized under this Agreement and approved by the County, not to exceed \$169,000.00, unless otherwise agreed to, in advance and in writing, by all parties to this Agreement. The parties agree that payment for the cost of the repairs under the terms of this Agreement up to the amount of \$169,000.00 shall be the limit of ABPOA's liability, unless otherwise agreed to by all parties to this Agreement in advance and in writing. Notwithstanding any other provision of the Contract Documents, no change order shall be binding upon ABPOA unless in writing and signed by a representative of ABPOA.
3. Unfeasible Scope Change. The parties understand that the Work includes a partial renovation of an existing structure. The parties understand that the Contractor, during the course of the Work, may discover currently undisclosed damages existing in the structure that require repair to complete the Work. If such repairs are not contemplated in the Work, the Contractor shall submit a Change Order for the repair to the County, ABPOA and the Architect. In the event that the Change Order increase exceeds funding available to ABPOA pursuant to the

Memorandum of Understanding between the County and ABPOA dated December 14th 2009, then the parties shall terminate the Contract for Convenience pursuant to Article 14.4 of the A201. The Contractor shall take such actions and shall be entitled to payment as required in Article 14.4 of the A201.


4. Addendum. Except as modified by this Addendum the terms and conditions of the Contract shall be of full force and effect and binding on the parties hereto. In the event of any conflict or ambiguity between the terms and/or conditions of the Contract and this Addendum, this Addendum shall control.

5. The reference to Consultant contained under Article 6.2 of the A101 Contract shall mean Contractor.

AMERICAN BEACH PROPERTY OWNERS ASSOCIATION, INC.

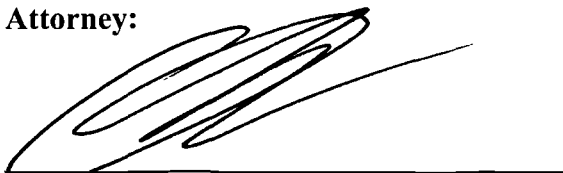

By: Ruth L. Waters-McKay
Its: President

Attest as to Chairman's Signature:



John A. Crawford, Its: Ex-Officio Clerk
At 6/28/11
RSK 6/30/11

Approved as to form by the Nassau County

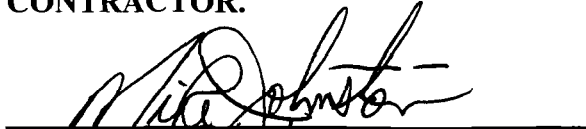
Attorney:


David A. Hallman

BOARD OF COUNTY COMMISSIONERS, NASSAU COUNTY


By: Walter J. Boatright
Its: Chairman

CONTRACTOR.


By: Mike Johnston
Its: Sec.-Treas.