

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**

**1977 EDITION**

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

*Use only with the 1976 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 as of the **FIRST** day of **JUNE** in the year of Nineteen  
Hundred and **EIGHTY SEVEN**.

**BETWEEN** the Owner: **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**  
**P.O. Box 1010**  
**Fernandina Beach, Florida 32034**

and the Contractor: **LEE & GRIFFIN CONSTRUCTION CO., INC.**  
**P.O. Box 23579**  
**Jacksonville, Florida 32241**

The Project: **West Nassau County Multi-Use Facility**  
**Nassau County Fairgrounds**  
**Callahan, Florida 32011**

The Architect: **David W. Beer, Architect, P.A.**  
**Amelia Village**  
**P.O. Box 20**  
**Amelia Island, Florida 32034**

The Owner and the Contractor agree as set forth below.

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

The Contract Documents consist of this Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. 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.)*

West Nassau County Multi-Use Facility  
Nassau County Fairgrounds  
Callahan, Florida 32011

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

The Work to be performed under this Contract shall be commenced **within fifteen (15) days of Notice to Proceed and building permit.** and, subject to authorized adjustments, Substantial Completion shall be achieved not later than **October 1, 1987, or 120 days, whichever is greater.**  
*(Here insert any special provisions for liquidated damages relating to failure to complete on time.)*

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

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of (\$259,443.00)

TWO HUNDRED FIFTY NINE THOUSAND, FOUR HUNDRED FORTY THREE AND NO/100 DOLLARS

The Contract Sum is determined as follows:

*(State here the base bid or other lump sum amount, accepted alternates, and unit prices, as applicable.)*

Base Bid                    \$259,443.00

**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 Contract Documents for the period ending the **twenty-fifty** day of the month as follows:

Not later than **ten (10)** days following the end of the period covered by the Application for Payment **ninety** percent ( **90** %) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and **ninety** percent ( **90** %) 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, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to **ninety-five** percent ( **95** %) of the Contract Sum, less such amounts as the Architect shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents.

*(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.)*

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

*(Here insert any rate of interest agreed upon.)*

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification, or other requirements such as written disclosures or waivers.)*

**ARTICLE 6**  
**FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor when the Work has 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, the Conditions of the Contract (General, Supplementary, and other Conditions), the Drawings, the Specifications, and any Addenda and accepted alternates, showing page or sheet numbers in all cases and dates where applicable.)*

**All permits and fees by Owner**

This agreement dated June 1, 1987  
Project Manual dated December 16, 1986  
Addendum #1 dated January 13, 1987  
Addendum #2 dated January 15, 1987  
Addendum #3 dated January 23, 1987


**Drawings:**

C-1 site plans dated January 2, 1987 revised May 25, 1987  
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Excavation of foundation shall be by County.  
Stake out and co-ordination by General Contractor.  
All fence work shall be by the County.  
All fill provided by County shall be suitable structural material.

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

OWNER

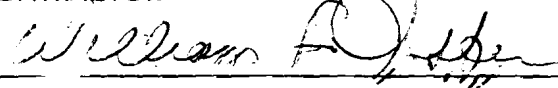


Nassau County Board of County Commiss.

P.O. Box 1010

Fernandina Beach, Florida 32034

CONTRACTOR



Lee & Griffin Construction Co., Inc.

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Jacksonville, Florida 32241

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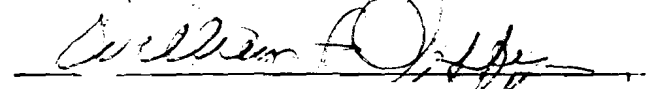


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