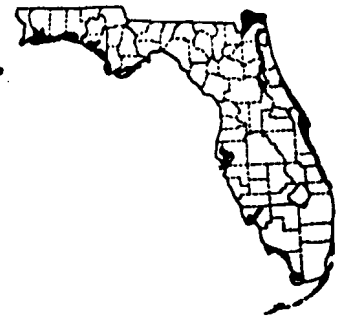




# NASSAU COUNTY

BOARD OF COUNTY COMMISSIONERS

P. O. Box 1010 - Fernandina Beach, Florida 32034



JAMES E. TESTONE  
Chairman  
Dist. No. 4 Hilliard

CHARLES A. PICKETT  
Vice-Chairman  
Dist. No. 5 Callahan

GENE R. BLACKWELDER  
Dist. No. 1 Fernandina Beach

HAZEL JONES  
Dist. No. 2 Fernandina Beach

JOHN F. CLAXTON  
Dist. No. 3 Yulee

T. J. "Jerry" GREESON  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

October 15, 1986

Mr. Dennis M. Bishop  
W. W. GAY FIRE PROTECTION, INC.  
524 Stockton Street  
Jacksonville, FL 32204

Re: Nassau County Courthouse  
Sprinkler System

Dear Mr. Bishop:

Enclosed please find two (2) executed copies of the standard subcontract for the above-referenced work, which was approved by the Board on October 14, 1986. After your firm has executed same, please forward a copy to this office for our files.

Thank you for your assistance in this matter and if this office can be of any assistance to you in the future, please do not hesitate to contact us.

Sincerely,

T. J. "Jerry" Greeson  
Ex-Officio Clerk

TJG/mja

Enclosures (2)



10/15/86 3

# W.W. GAY FIRE PROTECTION, INC.

524 STOCKTON STREET • JACKSONVILLE, FLORIDA 32204 • AC 904/388-2696

September 17, 1986

Nassau County Board of Commissioners  
P. O. Box 1010  
Fernandina Beach, Florida 32034

RE: Nassau County Court House  
Sprinkler System

Gentlemen:

Enclosed please find our two copies of our standard subcontract for above referenced work.

Please execute these two copies and return both to this office. One will be returned to you for your use.

Very truly yours,

W. W. GAY FIRE PROTECTION, INC.

*Dennis M. Bishop*  
Dennis M. Bishop

*Joanna*  
*Need Mike to review*  
*- need to check w/pole*  
*on replacement of tiles &*  
*- ~~need~~ electrical work:*

*Have ready by next*  
*Board meeting.*

*m-i*  
*S-C*

- ✓ ① Replacement of ceiling tiles
  - ✓ ② Questions about ceiling conditions
  - ✓ ③ Inspect the ceiling
  - ✓ ④ Mike has reviewed
- Replacement of ceiling tile -*  
*- they will put them up <sup>proper</sup> ~~the~~*  
*Board would have to purchase*

# 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 17th day of September in the year of Nineteen  
Hundred and Eighty-six

**BETWEEN** the Owner: Nassau County Board of Commissioners  
P. O. Box 1010  
Fernandina Beach, Florida 32034

and the Contractor: W. W. Gay Fire Protection, Inc.  
524 Stockton Street  
Jacksonville, Florida 32204

The Project: Nassau County Court House  
Sprinkler System

The Architect: N/A

The Owner and the Contractor agree as set forth below.

Copyright 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, © 1977 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 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, the Conditions of the Contract (General, Supplemental 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.)*

Install a fire protection sprinkler system throughout the Nassau County Court House. The contract starts at the property line, where a fire line will be run into the building at a convenient location.

All tap fees and additional runs of pipe to be paid for by Nassau Board of Commissioners.

No painting of pipe or performing of electrical work is included in this project. W. W. Gay Fire Protection is not responsible for the replacement of any or all ceiling tiles.

**ARTICLE 3**

**TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

The Work to be performed under this Contract shall be commenced N/A

and, subject to authorized adjustments, Substantial Completion shall be achieved not later than

*(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 ~~Sixty-three~~ thousand, seven hundred dollars & no/100 ----- \$63,700.00

The Contract Sum is determined as follows:  
(State here the base bid or other lump sum amount, accepted alternates, and unit prices, as applicable.)

Lump sum

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

Based upon Applications for Payment submitted to the ~~Architect~~<sup>Owner</sup> by the Contractor and Certificates for Payment issued by the ~~Architect~~<sup>Owner</sup> 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 30th day of the month as follows:

Not later than Thirty (30) days following the end of the period covered by the Application for Payment percent (100 %) of the portion of the Contract Sum properly allocable to labor, material and equipment incorporated in the Work and percent (100 %) 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 percent (100 %) of the Contract Sum, less such amounts as the ~~Architect~~<sup>Owner</sup> 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**

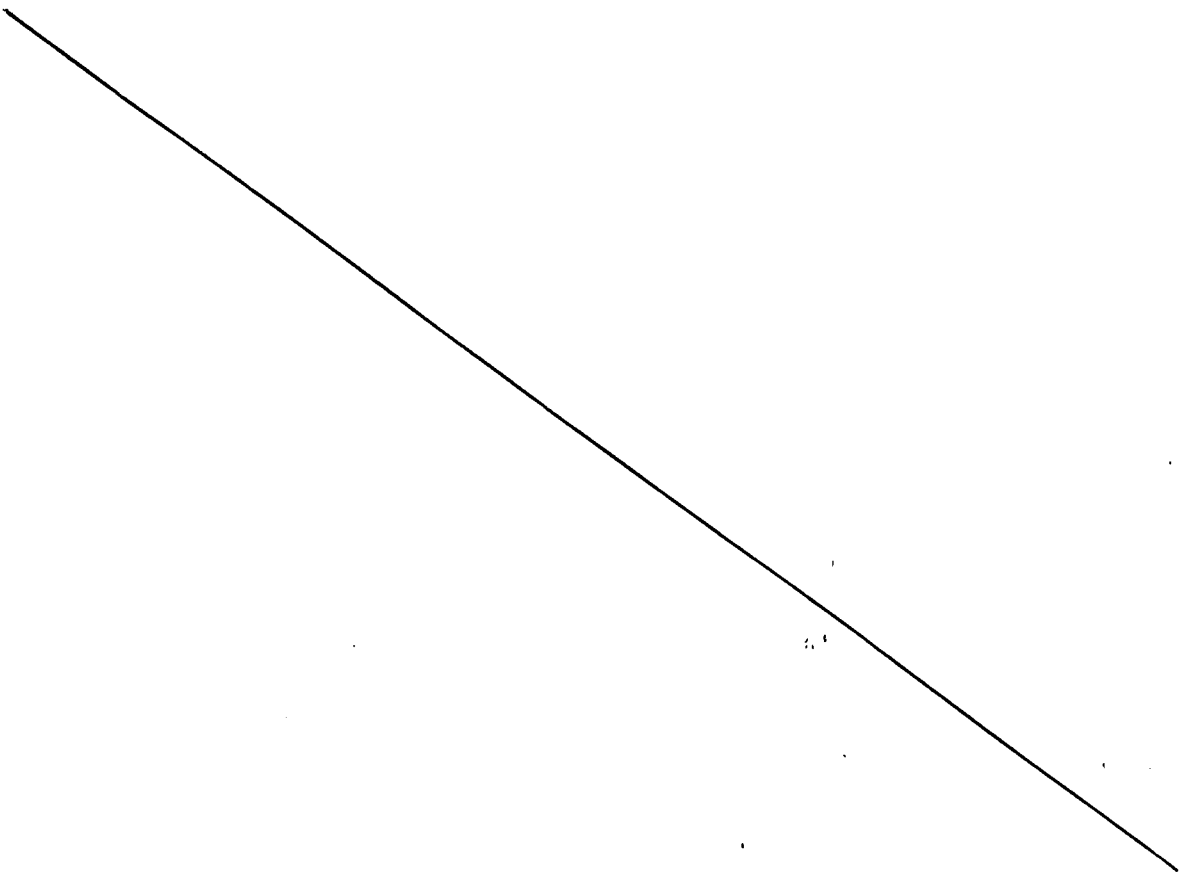
Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor when the Work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

**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.)*



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

OWNER

CONTRACTOR

Nassau County Board of Commissioners

W. W. Gay Fire Protection, Inc.

By: *Janno E. Testone*

By: \_\_\_\_\_

Title: *Chairman*

Title: \_\_\_\_\_

Witness: *[Signature]*

Witness: \_\_\_\_\_