

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 11th day of October in the year of Nineteen
Hundred and Eighty Eight

BETWEEN the Owner: Nassau County Board of Commissioners
416 Centre Street
Nassau County Courthouse
Fernandina Beach, Florida 32301

and the Contractor: Newman Construction Company
P. O. Box 37244
Jacksonville, Florida 32236

The Project: Nassau County Jail Remodeling
Nassau County, Florida

The Architect: Hansen Lind Meyer Inc.
Suite 1100, 800 North Magnolia Avenue
Orlando, Florida 32803-3866

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.)

The work of this contract comprises the general construction of the expansion of the existing kitchen of the Nassau County Jail located on Highway A1A near Yulee, Florida. Work consists of the construction of a one-story addition of approximately 525 square feet to the existing masonry building, to include site work, minor demolition work, mechanical and electrical work.

ARTICLE 3

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall be commenced

and, subject to authorized adjustments, Substantial Completion shall be achieved not later than December 31, 1988

(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 Nine Thousand Five Hundred Dollars & No Cents (\$69,500)

The Contract Sum is determined as follows:

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

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 last day of the month as follows:

Not later than fifteen (15) 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 percent (90 %) 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.)

1. This Standard Form of Agreement between Owner and Contractor, AIA Document A101.
2. Project Manual, Nassau County Jail Remodeling, Nassau County, Florida, prepared by Hansen Lind Meyer Inc. as follows:
 - a. General Conditions of the Contract for Construction, AIA Document A201 and Supplemental Conditions.
 - b. Specifications Divisions 1 through 16.
 - c. Drawings A-0 through A-4, dated 5/27/88, E-1, M-1 & M-2.
 - d. Addenda 1 - 4.

Clarifications:

1. Roof to be bar joists with a metal deck, insulation and a built-up roof in lieu of hollow core slabs.
2. Ceiling to be vinyl faced insulated acoustical system.
3. All HVAC, plumbing, electrical per original plans.

Exclusions:

1. Fill for building pad
2. Finish flooring
3. Kitchen hood, Automatic Suppression System
4. Fire sprinkler system
5. Walk-in freezer
6. LP gas work

* As per revised plans dated 10/10/88 by Charles Newman.

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

OWNER

John F. Claxton

Nassau County
Board of County Commissioners

BY John F. Claxton, Chairman

CONTRACTOR

Newman Construction Company

P. O. Box 37244
Jacksonville, Fl. 32236

BY *Charles Newman*
