



*AIA Document A101*

# Standard Form of Agreement Between Owner and Contractor

*where the basis of payment is a  
STIPULATED SUM*

**1987 EDITION**

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

*The 1987 Edition of AIA Document A201, 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.*

This document has been approved and endorsed by The Associated General Contractors of America.

## AGREEMENT

made as of the TWENTY-NINTH day of AUGUST in the year of  
Nineteen Hundred and NINETY-ONE

**BETWEEN** the Owner: Board of County Commissioners  
*(Name and address)* Nassau County  
2290 South 8th Street  
Fernandina Beach, FL 32034

and the Contractor: Hubbard Construction Company  
*(Name and address)* P.O. Box 60429  
Jacksonville, FL 32236-0429

The Project is: Landfill Cover Fill  
*(Name and location)*

The Architect is: N/A  
*(Name and address)*

The Owner and Contractor agree as set forth below.

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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; these 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 Modifications, appears in Article 9.

**ARTICLE 2**  
**THE WORK OF THIS CONTRACT**

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

Furnish and spread earth fill at the Nassau County Landfill located on Rt. A1A-200 approximately 3 miles west of O'Neil, Florida. A Registered Engineer furnished and paid for by the Contractor will certify that the material furnished under this agreement is suitable for landfill cover.

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

**3.1** The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, 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.)*

N/A

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

**3.2** The Contractor shall achieve Substantial Completion of the entire Work not later than

*(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)*

May 1992

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)*

N/A

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

**4.1** The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of FIFTY-SEVEN THOUSAND Dollars (\$ 57,000.00), 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 decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)*

The Contractor will be paid only for the volume of material delivered and accepted by the County at the unit price established below.

Nassau County reserves the right to terminate this project at any time for non-compliance with it's provisions or if the fill material is not suitable as landfill cover as determined by the County Engineer.

**4.3** Unit prices, if any, are as follows:

Furnish and spread fill dirt at \$0.95 per truck cubic yard. Truck capacity for payment purposes will be the actual volume within the truck body. Hubbard and the County will jointly measure trucks used to determine capacity. Hubbard will furnish load tickets to certify the volume delivered. The County may at its option furnish a Representative to receive the load tickets.

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

**5.1** 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.

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

County

**5.3** Provided an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment to the Contractor not later than the 25th 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.~~

**5.4** Each Application for Payment shall be based upon the 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 and 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.

**5.5** Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**5.6** Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**5.6.1** 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 total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of N/A percent (N/A %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;

**5.6.2** 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 N/A percent (N/A %);

**5.6.3** Subtract the aggregate of previous payments made by the Owner; and

**5.6.4** Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

**5.7** The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

**5.7.1** Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to N/A percent (N/A %) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and

**5.7.2** Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

**5.8** 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 Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

N/A



**ARTICLE 9**  
**ENUMERATION OF CONTRACT DOCUMENTS**

- 9.1** The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:
- 9.1.1** The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.
- 9.1.2** The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.
- 9.1.3** The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated \_\_\_\_\_, and are as follows:

<b>Document</b>	<b>Title</b>	<b>Pages</b>
None		

- 9.1.4** The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:  
*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

<b>Section</b>	<b>Title</b>	<b>Pages</b>
None		

**9.1.5** The Drawings are as follows, and are dated  
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

unless a different date is shown below:

<b>Number</b>	<b>Title</b>	<b>Date</b>
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None

**9.1.6** The Addenda, if any, are as follows:

<b>Number</b>	<b>Date</b>	<b>Pages</b>
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None

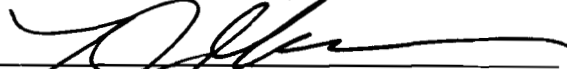
Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

**9.1.7** Other documents, if any, forming part of the Contract Documents are as follows:

*(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide 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.)*

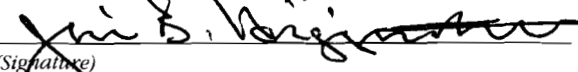
None

ATTEST: (AS TO OWNER)

  
\_\_\_\_\_  
T. J. GREASON, EX-OFFICIO CLERK

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER Board of County Commissioners  
Nassau County

  
\_\_\_\_\_  
(Signature)

Jim B. Higginbotham, Chairman  
\_\_\_\_\_  
(Printed name and title)

CONTRACTOR HUBBARD CONSTRUCTION COMPANY

  
\_\_\_\_\_  
(Signature)

D. K. Gay, Vice President  
\_\_\_\_\_  
(Printed name and title)



# ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)  
August 29, 1991

**PRODUCER**

JOHNSON & COMPANY  
839 North Magnolia Avenue  
Orlando, Florida 32803-3836

**INSURED**

HUBBARD CONSTRUCTION COMPANY  
Post Office Box 547217  
Orlando, Florida 32854-7217

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

**COMPANIES AFFORDING COVERAGE**

- COMPANY LETTER **A** Continental Casualty Company
- COMPANY LETTER **B** National Fire Insurance Co. of Hartford
- COMPANY LETTER **C** U. S. Fire Insurance Company
- COMPANY LETTER **D**
- COMPANY LETTER **E**

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	<b>GENERAL LIABILITY</b>				<b>GENERAL AGGREGATE</b>	\$ 2,000
<b>X</b>	<b>COMMERCIAL GENERAL LIABILITY</b>				<b>PRODUCTS-COMP/OPS AGGREGATE</b>	\$ 1,000
<b>A</b>	CLAIMS MADE <b>X</b> OCCUR. OWNER'S & CONTRACTOR'S PROT.	GL 219 6820	10/01/89	10/01/92	<b>PERSONAL &amp; ADVERTISING INJURY</b>	\$ 1,000
					<b>EACH OCCURRENCE</b>	\$ 1,000
					<b>FIRE DAMAGE (Any one fire)</b>	\$ 250
					<b>MEDICAL EXPENSE (Any one person)</b>	\$ 5
	<b>AUTOMOBILE LIABILITY</b>				<b>COMBINED SINGLE LIMIT</b>	\$ 1,000
<b>X</b>	<b>ANY AUTO</b>				<b>BODILY INJURY (Per person)</b>	\$
<b>A</b>	ALL OWNED AUTOS	BUA 219 6825	10/01/89	10/01/92	<b>BODILY INJURY (Per accident)</b>	\$
	SCHEDULED AUTOS				<b>PROPERTY DAMAGE</b>	\$
	HIRED AUTOS					
	NON-OWNED AUTOS					
	GARAGE LIABILITY					
	<b>EXCESS LIABILITY</b>				<b>EACH OCCURRENCE</b>	\$ 5,000
<b>X</b>	<b>OTHER THAN UMBRELLA FORM</b>	523 541987	10/01/90	10/01/91	<b>AGGREGATE</b>	\$ 5,000
	<b>WORKER'S COMPENSATION</b>				<b>STATUTORY</b>	\$ 1,000 (EACH ACCIDENT)
<b>B</b>	AND	WC 219 6815	10/01/89	10/01/92		\$ 1,000 (DISEASE-POLICY LIMIT)
	<b>EMPLOYERS' LIABILITY</b>					\$ 1,000 (DISEASE-EACH EMPLOYEE)
	<b>OTHER</b>				<b>All Risk Coverage</b>	
<b>A</b>	<b>Contractors Equipment</b>	IMB 219 6830	10/01/89	10/01/92	<b>Deductible 2%</b>	
					<b>Minimum \$2,000</b>	
					<b>Maximum \$10,000</b>	

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

Nassau Co. Landfill

**CERTIFICATE HOLDER**

Board of County Commissioners  
Nassau County  
2290 South 8th Street  
Fernandina Beach, FL 32034

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

**AUTHORIZED REPRESENTATIVE**

