

 **AIA**® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 2nd day of March in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

School Board of Clay County
900 Walnut Street
Green Cove Springs, Florida 32043
Telephone Number: (904) 336-6500

and the Contractor:
(Name, legal status, address and other information)

Gary S. Bailey, Inc.
5201 C.R. 218
Middleburg, Florida 32068
Telephone Number: (904) 291-2291

for the following Project:
(Name, location and detailed description)

Middleburg High School Safety & Security Single Key Access Initiative
(C-27-22/23)
3750 C.R. 220
Middleburg, Florida 32068

The Architect:
(Name, legal status, address and other information)

Brian Boatright Architect, Inc.
914 Plainfield Avenue
Orange Park, Florida 32073
Telephone Number: (904) 413-8028

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, 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.

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EXHIBIT A INSURANCE AND BONDS

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, all of which 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 a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. In accordance with the project plans and specifications. The Contractor shall execute the entire work for the Base Bid as awarded by the School District of Clay County on March 2, 2023.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

The date set forth in a Notice to Proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement, as established in the Notice to Proceed.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Paragraphs deleted)

The Work to be performed under this contract shall be commenced after receipt of the Notice to Proceed. The Work shall be substantially complete no later than July 7, 2023. The Work shall be finally completed no later than August 7, 2023.

(Table deleted)

(Paragraph deleted)

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§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, Liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Five Hundred Fourteen Thousand Eight Hundred Forty Dollars (\$ 514,840.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

(Paragraphs deleted)

No deductive alternates are included.

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Unit Price No. 1: Provide/Install Hwr Grp 1	EA	\$140.00
Unit Price No. 2: Provide/Install Hwr Grp 2	EA	\$992.00
Unit Price No. 3: Provide/Install Hwr Grp 3	EA	\$992.00
Unit Price No. 4: Provide/Install Hwr Grp 7	EA	\$3,200.00
Unit Price No. 5: Provide/Install Hwr Grp 9	EA	\$1,038.00

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

In as much as failure to complete the project within the time fixed in the Agreement will result in substantial injury to the Owner, and as damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if the project is not substantially completed, according to the definition of "substantial completion" in Section 00800, Article 9.11, of the Specifications, or within such further time, if any, as in accordance with the provisions of the contract documents shall be allowed for substantial completion, the Contractor shall pay to the Owner as liquidated damages for such delay, and not as a penalty, one thousand dollars (\$ 1,000) for each and every calendar day elapsing between the date fixed for substantial completion and the date such substantial completion shall have been fully accomplished, and five hundred dollars (\$ 500) for each and every calendar day elapsing between date fixed for Final Completion and the date such Final Completion shall have been fully accomplished. Said liquidated damages shall be payable in addition to any excess expenses or costs payable by the Contractor to the Owner under the provisions of the contract documents, except for Contractor's delays.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 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.

The School District of Clay County will make payments based on Florida Statute 218, Timely Payments for Purchases of Construction Services.

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

Contractors are encouraged to submit their applications on the same day each month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect on the day selected by the Contractor and approved, the Owner shall make payment of the certified amount to the Contractor not later than twenty-five (25) business days. 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 twenty-five (25) business days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent 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. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .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 Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2017, General Conditions of the Contract for Construction;
- .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 five percent (5%), offsite storage of material shall be in an insured facility approved by the owner's project manager;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2017.

§ 5.1.6.2 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

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(Paragraphs deleted)

Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to five percent (5%) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Retainage in the amount of five percent (5%) will be withheld in accordance with Florida Statute 255.078.

(Paragraphs deleted)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than twenty-five (25) days after the issuance of the Architect's final Certificate for Payment, or as follows:

All requirements are satisfied in accordance with the specifications and all paragraphs in Section 01700 – Contract Closeout – of the Project Manual.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

(Paragraphs deleted)

Litigation in a court of competent jurisdiction in Clay county.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Gregory Giuffre, Project Manager
925 W. Center St, Green Cove Springs, FL 32043
Telephone Number: (904) 336-6826

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§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Jason Bailey, Project Manager
Gary S. Bailey, Inc.
5201 C.R. 218, Middleburg, FL 32068
Telephone Number: (904) 588-3747

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Contractor shall provide a performance and payment bond as set forth in Specification Section 00600, Bonds and Certifications, and elsewhere in the Contract Documents.

(Paragraphs deleted)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2
- .3

(Paragraphs deleted)

Drawings

Number	Title	Date
A0.1	Cover Sheet	12-8-2022
A1.1	Site Plan	12-8-2022
A2.1	Demolition Plan - Overall	12-8-2022
A3.1	Floor Plan - Overall	12-8-2022
A3.2	Floor Plan - Part A	12-8-2022
A3.3	Floor Plan - Part B	12-8-2022
A3.4	Floor Plan - Part C	12-8-2022
A3.5	Floor Plan - Part D	12-8-2022
A3.6	Floor Plan - Part E	12-8-2022
A3.7	Floor Plan - Part F	12-8-2022
A4.1	Enlarged Plans	12-8-2022
A5.1	Door Schedule, Notes & Elevations	12-8-2022
A5.2	Door Schedule	12-8-2022

- .4 Specifications

(Paragraphs deleted)

See Table of Contents attached hereto and incorporated herein as Exhibit "A"

- .5 Addenda, if any:

Number	Date	Pages
1	01/30/2023	18

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(Paragraph deleted)

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

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

OWNER *(Signature)*

Ashley Gilhousen, Board Chair
(Printed name and title)



CONTRACTOR *(Signature)*

Gary Bailey, President
(Printed name and title)

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MIDDLEBURG HIGH SCHOOL SINGLE KEY ACCESS INITIATIVE

Clay County School Board
900 Walnut Street
Green Cove Springs, Florida 32043

BRIAN BOATRIGHT ARCHITECT, INC.

914 Plainfield Ave
Orange Park, Florida 32073

DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS

00001 Table of Contents
00009 Description of the Work
00010 Notice to Bidders (Invitation to Bid)
00100 Instructions to Bidders
00105 Alternates
00200 Public Entity Crimes
00300 Bid Proposal Form
00400 List of Subcontractors Form
00500 Agreement and Completion Forms
00600 Bonds and Certificates
00700 AIA General Conditions
00800 Supplemental Conditions
00810 Progress Payments
00860 Project Documents
00900 Special Conditions

DIVISION 1 - GENERAL REQUIREMENTS

01010 Summary of Work
01026 Unit Prices
01040 Coordination, Inspection and Protection
01042 Direct Purchasing
01060 Codes, Permits and Fees
01070 Cutting and Patching
01150 Substitution Requests (only permitted during Bidding)
01200 Job Site Administration
01300 Submittal Procedures (Digital)
01320 Progress Reporting
01410 Testing Laboratory Services
01500 Temporary Facilities
01530 Protective Barriers
01531 Temporary Fencing
01620 Materials, Storage and Protection
01700 Project Close-out
01710 Cleaning
01721 Project Record Documents
01730 Operation and Maintenance Manuals
01784 Extra Stock Materials



DIVISION 2 - SITEWORK & DEMOLITION

02070 Selective Demolition

DIVISION 3 - CONCRETE - Not Used

DIVISION 4 - MASONRY - Not Used

DIVISION 5 - METALS - Not Used

DIVISION 6 - CARPENTRY - Not used

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07921 Sealants

DIVISION 8 - DOORS, WINDOWS AND TRIM

08110 Steel Doors

08111 Steel Frames

08211 Wood Doors

08400 Aluminum Storefront

08710 Finish Hardware

DIVISION 9 - FINISHES

09900 Paint

DIVISION 10 - SPECIALTIES - Not Used

DIVISION 11 - EQUIPMENT - Not Used

DIVISION 12 - FURNISHINGS - Not Used

DIVISION 13 - SPECIAL CONSTRUCTION - Not Used

DIVISION 14 - CONVEYING SYSTEMS - Not Used

DIVISION 15 - MECHANICAL - Not Used

DIVISION 16 - ELECTRICAL

16010 Electrical Renovation

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