

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 twelfth day of March
in the year two thousand nineteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)
School Board of Clay County
800 Center Street
Green Cove Springs, FL 32043

and the Contractor:
(Name, legal status, address and other information)
T & M Electric of Clay County, Inc. LLC
200 College Drive
Orange Park, FL 32065 (Tel: 904/272-0272)

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.

for the following Project:
(Name, location and detailed description)
Fire Alarm System Replacement @Orange Park Elementary
1401 Plainfield Ave., Orange Park, FL 32073

The Architect:
(Name, legal status, address and other information)
Haddad Engineering, Inc.
3030 Hartley Road, Suite 290
Jacksonville, FL 32257

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

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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.

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 of this Agreement.

☒

A date set forth in a notice to proceed issued by the Owner.

☐

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 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:

(Check one of the following boxes and complete the necessary information.)

☐

Not later than
the date of commencement of the Work.

() calendar days from

☒

By the following date: July 31, 2019

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

July 31, 2019

Final Completion Date

August 23, 2019

§ 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 Two hundred fifty seven, two hundred twenty one thousand Dollars.....
(\$257,221.00.....), 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:

Item

Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item

Price

Conditions for Acceptance

N/A

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
N/A	

§ 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)
N/A		

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)
 See Section 00100, Part 21, 21.2.

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)
 N/A

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.

§ 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:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the _____ day of _____ a month, the Owner shall make payment of the amount certified to the Contractor not later than the _____ day of the (same) (following) month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than twenty five.....
 (25) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 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 That portion of the Contract Sum properly allocable to completed Work;
- .2 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; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 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.)

Ten percent (10%)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Ten percent (10%)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Retainage shall be in accordance with Florida Statutes 255.078

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

N/A

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 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 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

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.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

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.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

N/A

§ 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)

Mr. Jeffery Marks, Project Manager (Tel: 904/336-6821)

Clay County District Schools - Facilities

925 West Center Street

Green Cove Springs, FL 32043 (Email: jeffery.marks@myoneclay.net)

§ 8.3 The Contractor's representative:

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

Mr. Dan Newton, Project Manager (Tel: 904/272-0272)

T & M Electric of Clay County, LLC

200 College Drive

Orange Park, FL 32065 (Email: dan@tmelectricinc.com)

§ 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 Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

By entering into this contract, the company/contractor/vendor, hereby, certifies that said company/contractor/vendor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. In the event that it is subsequently determined that the company has submitted a false certification, this contract may be immediately terminated in accordance with s.287.135 Florida Statutes, Article 9 ENUMERATION OF CONTRACT DOCUMENTS.

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 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
Refer to attached	Fire Alarm System	Dec. 5, 2018
Index of Drawings	Replacement at Orange Park Elementary	

.6 Specifications

Section	Title	Date	Pages
Refer to attached	Fire Alarm System	Dec. 5, 2018	135
Table of Contents	Replacement at Orange Park Elementary		

.7 Addenda, if any:

Number	Date	Pages
1	Feb. 21, 2019	1
2	Feb. 27, 2019	2

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.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

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AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐

The Sustainability Plan:

Title	Date	Pages
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Supplementary and other Conditions of the Contract:

Document

Title

Date

Pages

9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

OWNER (Signature)

Carol Studdard, Chairman
(Printed name and title)

CONTRACTOR (Signature)

James E. Linton, President
(Printed name and title)

Init.

INDEX OF DRAWINGS

Fire Alarm System Replacement at Orange Park Elementary

- E1.0 - ELECTRICAL LEGEND, NOTES AND DETAILS
- E1.1 - ELECTRICAL SITE PLAN, DETAILS AND NOTES
- E2.1 - BUILDING #1, #2, #3, & #5 FLOOR PLANS - ELECTRICAL
- E2.2 - BUILDING #4 & #7 FLOOR PLANS - ELECTRICAL
- E2.3 - PORTABLE BUILDINGS FLOOR PLANS - ELECTRICAL
- E3.1 - FIRE ALARM DETAILS, NOTES AND PORTABLE PLANS
- E3.2 - FIRE ALARM RISER DIAGRAM

FRONT-END SPECIFICATION

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SECTION 00100 - INSTRUCTIONS TO BIDDERS

SECTION 00200 - PUBLIC ENTITY CRIMES/SCRUTINIZED COMPANIES

SECTION 00300 - BID FORMS

SECTION 00400 - LIST OF SUBCONTRACTORS

SECTION 00500 - AGREEMENT FORMS

SECTION 00600 - BONDS AND CERTIFICATES

SECTION 00700 - GENERAL CONDITIONS

SECTION 00800 - SUPPLEMENTARY CONDITIONS

SECTION 00810 - PROGRESS PAYMENTS

SECTION 00860 - PURCHASING OF PROJECT DOCUMENTS

SECTION 00900 - SPECIAL CONDITIONS

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SECTION 01010 - SUMMARY OF WORK

SECTION 01026 - UNIT PRICES

SECTION 01040 - COORDINATION, INSPECTION AND PROTECTION

SECTION 01042 - DIRECT PURCHASING PROCEDURES

SECTION 01060 - CODES, PERMITS AND FEES

SECTION 01070 - CUTTING AND PATCHING

SECTION 01100 - ALTERNATES/SUBSTITUTES

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SECTION 16075 - ELECTRICAL IDENTIFICATION

SECTION 16120 - CONDUCTORS AND CABLES

SECTION 16130 - RACEWAYS AND BOXES

SECTION 16550 - EXTERIOR CIRCUITS PATHWAYS

SECTION 16710 - FIRE ALARM

SECTION 16726 – PUBLIC ADDRESS AND MUSIC EQUIPMENT

ADDENDUM NUMBER 01

DATE: Thursday, February 21, 2019

PROJECT: Fire Alarm System Replacement at Orange Park Elementary

CCDS

PROJECT NO.: C-18-18/19

OWNER: Clay County District Schools
814 Walnut Street
Green Cove Springs, FL 32043

ENGINEER: Haddad Engineering, Inc.
3030 Hartley Road, Suite 290
Jacksonville, FL 32257
Phone (904) 262-5066

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- ✓ This Addendum forms a part of the Contract Documents and modifies the Contract Documents Issue December 5, 2018, with amendments and additions noted below.
 - ✓ Acknowledge receipt of this Addendum in the Bid Form.
 - ✓ This Addendum consists of (2) pages.
-
1. See attached sign-in sheet from the mandatory pre-bid meeting.
 2. Only pre-qualified contractors should submit bids. Pre-qualified by the School District of Clay County.
 3. Surge protection devices are not required at portable classroom building. Surge protection devices are required at the terminal box in permanent building connecting fire alarm devices for portable classrooms.
 4. Equal fire alarm products manufactured by EST will be acceptable.

ADDENDUM NUMBER 02

DATE: February 27, 2019

PROJECT: Fire Alarm System Replacement at Orange Park Elementary

CCDS

PROJECT NO.: C-18-18/19

OWNER: Clay County District Schools
800 Center Street
Green Cove Springs, FL 32043

ENGINEER: Haddad Engineering, Inc.
3030 Hartley Road, Suite 290
Jacksonville, FL 32257
Phone (904) 262-5066

-
- ✓ This Addendum forms a part of the Contract Documents and modifies the Contract Documents Issue December 5, 2018, with amendments and additions noted below.
 - ✓ Acknowledge receipt of this Addendum in the Bid Form.
 - ✓ This Addendum consists of (2) pages.

1. Honeywell Farenhyt Series IFP2100 ECS Fire Alarm will be acceptable. Provide IDP fire alarm devices to be used with Honeywell system.
2. All fire alarm devices shall be new including devices in portable classrooms.
3. Fire alarm in portable classroom buildings (heat detector below ceiling, heat detector above ceiling and pull station) shall be conventional devices. Provide one monitoring unit to control all initiating devices in one portable classroom. Heat detector above ceiling shall be fixed temperature, 200 degrees Fahrenheit. Heat detector below ceiling shall be fixed temperature, 135 degrees Fahrenheit.
4. Provide horn type speakers for paging as shown on electrical drawings and specifications Section 16726 Public Address and Music Equipment. Provide wiring, conduits, accessories and testing to connect new horn type speakers. Utilize existing pathways between buildings and provide additional cables as required.
5. Section 00010: Invitation to Bid
Change Address to: Purchasing Conference Room, 800 Center Street, Green Cove Springs, FL 32043.
6. Section 00300: Bid Proposal Form
Change Address to: 800 Center Street, Green Cove Springs, FL 32043.

7. Drawing E1.0, add the following to legend:

Ⓜ^A Existing heat detector above ceiling space to be removed.

Ⓜ^A New conventional detector above ceiling, 200 degrees Fahrenheit.

8. Heat wire in attic shall be 220 degrees Fahrenheit, PROTECTORWIRE, Thermocable LHD cable or equal. Provide all required support, boxes, and accessories. Installation shall be in accordance with manufacturer's recommendations. Provide data sheets for all components. Provide shop drawings including floor plan with cable layout, support, boxes, and monitoring units.

9. Drawing E2.2 - Add Note #8 for kitchen:

Connect kitchen hood fire protection to fire alarm panel. Activation of kitchen hood fire protection shall initiate fire alarm. Heat detector in kitchen shall be fixed temperature.