

 **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 5th day of March in the year 2026

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Clay County School Board
900 Walnut Street
Green Cove Springs, FL 32043
Telephone Number: 904/336-6500

and the Contractor:

(Name, legal status, address and other information)

T&M Electric of Clay County, LLC
200 College Drive
Orange Park, FL 32065

for the following Project:

(Name, location and detailed description)

Fire Alarm Repair/Replacement at
RideOut Elementary School (C-76-25/26)
3065 Apalachicola Boulevard
Middleburg, FL 32068

The Architect:

(Name, legal status, address and other information)

MSA Professional Services,
Inc.
3030 Hartley Road, Suite 290
Jacksonville, FL 32257

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.

Init.

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DOCUMENTS 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 () calendar days from the date of commencement of the Work.

By the following date:

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 17, 2026. The Work shall be finally completed no later than August 16, 2026.

§ 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
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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 Four Hundred Forty-Eight thousand, five hundred thirty & zero cents (\$448,530.00), 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
N/A	

§ 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
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§ 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)
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§ 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 (\$1000.00) 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.

§ 4.6 Other: N/A

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

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 Board of Clay County will make payments based on Florida Statute 218, Timely Payments for Purchase 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 application 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 amount certified to the Contractor not later than 25 business days. 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.)

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

§ 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.)

N/A %

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 in Clay County

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.)

§ 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)

Robbie Bumpers, Project Manager
925 W. Center Street
Green Cove Springs, FL 32043
Tel: 904/336-6824
Elvin.bumpers@myoneclay.net

§ 8.3 The Contractor’s representative:

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

Will Mullinax
T&M Electric of Clay County, LLC
200 College Drive
Orange Park, FL 32065
Tel: 904/272-0272
Email: will@tmelectric.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:

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 Drawings (**Refer to attached Index of Drawing**)

.3 Specifications (**Refer to attached Table of Contents**)

.4 Addenda, if any:

Number	Date
#01R	01/29/2026

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.

.5 Other Exhibits:

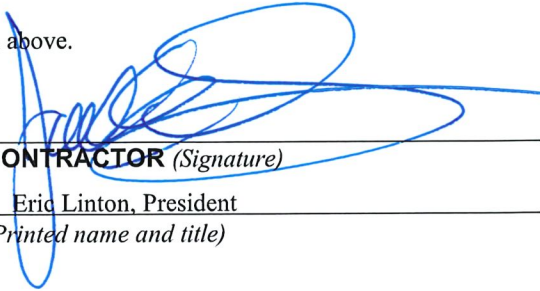
(Paragraph deleted)

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)*
Erin Skipper, Board Chair

(Printed name and title)



CONTRACTOR *(Signature)*
Eric Linton, President

(Printed name and title)

Fire Alarm Repair/Replacement at
RideOut Elementary School
CCDS Project Number C-76-25/26

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SECTION 16120 - CONDUCTORS AND CABLES

SECTION 16130 - RACEWAYS AND BOXES

SECTION 16550 - EXTERIOR CIRCUITS PATHWAYS

SECTION 16710 - FIRE ALARM

ADDENDUM NUMBER 01R

DATE: January 29, 2026

PROJECT: RideOut Elementary School – Fire Alarm Repair/Replacement

CCDS

PROJECT NO.: C-76-25/26

OWNER: Clay County District Schools
900 Walnut Street
Green Cove Springs, FL 32043
Phone: (904) 336-6500

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

TO: Namir Haddad, Haddad Eng-MSA, nhaddad@msa-ps.com
Robbie Bumpers, CCDS, elvin.bumpers@myoneclay.net
Kim DeBerry, Kim's Electric, kim.kimselectric@comcast.net
Will Mullinax, T&M Electric, will@tmelectricinc.com
James Krajewski, CCSB-Maint., james.krajewski@myoneclay.net
Horace C. Earls, CCSB, Horace.earls@myoneclay.net
Mike Jundt, CCSB, Michael.jundt@myoneclay.net
Garrett Dion, SAFE, garrett.dion@safeinc.com
Adam Tucker, CCSB, adam.tucker@myoneclay.net
Bob Worth, SAFE, bworth@safeinc.com

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- ✓ This Addendum forms a part of the Contract Documents and modifies the Contract Documents Issued January 8, 2026, with amendments and additions noted below.
 - ✓ Acknowledge receipt of this Addendum in the Bid Form.
 - ✓ This Addendum consists of (3) pages.

NOTES:

1. Coordinate with the insulation contractor during the summer. Fire alarm construction will not be permitted in section of the building while insulation installation underway.
2. Provide "J" hooks in ceiling space to support fire alarm cables. Support "J" hooks directly from building structure (Example: beam, joist, wall, etc.) Support from ceiling grid wire will not be acceptable.
3. Temporary construction office is not required.
4. Contract period is based on availability of fire alarm material. Contractor to submit request for contract extension for material delivery delays.
5. HVAC contractor to install duct detectors.
6. Base bid shall include allowance of \$4,000.00 for training as shown on drawing E0.1.
7. No summer school.
8. Pull station covers (no horn) will be required in ESE classrooms and other common areas. Include in base bid a total of (10) pull station covers.
9. Two conduits are shown on drawings to connect fire alarm terminal box (FA1) with fire alarm panel in kitchen's manager office. It is the contractor option to provide (1) 2" conduit with 3 cell Maxell interduct for both fiber and copper cables.
10. Fire alarm fiber cable shall be multimode 6-strand.
11. Pre-bid mandatory meeting sign-in sheet attached.
12. CFM testing at AHU's will not be required. Provide duct detectors as shown on drawings.
13. Reuse existing conduits connecting portable classrooms to fire alarm distribution box. If reusing existing conduits is not feasible, provide 1 1/2" conduit to loop portables (Portable to portable then to distribution box) to existing fire door distribution box.
14. Provide fire alarm microphone and cabinet on stage. Mount on south wall at 48" above floor. Provide wires in conduit to fire alarm panel.
15. Activation of fire alarm system shall shut down sound system in dining room. Provide required relay, wires and conduit.

HADDAD ENGINEERING, INC.

Pre-Bid Sign-in Sheet

Project Name: RideOut ES-FA Repl (C-76-25/26) Date: January 29, 2026

Meeting Location: 3065 Apalachicola Blvd, Middleburg, FL 32068 Time: 9:00 A.M.

Name	Company	Telephone Number	Email Address	Initial if Present
Namir Haddad	Haddad Engineering - MSA	904/483-2888	nhaddad@msa-ps.com	NH
Robbie Bumpers	CCDS	904/336-6824	Elvin.bumpers@myoneclay.net	RB
Kim DeBerry	Kimkimselectrice.com	904 545-8684	Kimselectric	
Will Mullins	TAM Electric	904 272 0272	Will@tmedelectric.com	
James Krajewski	CCSB Maintenance	904-591-7757	james.krajewski@myoneclay.net	
HORACE CHIP FANUS	CCSB		HORACE.FANUS@MYONECLAY.COM	
Mike Juedt	CCSB		Mike.juedt@myoneclay.com	
Garrett Dion	SAFE		garrett.dion@safeinc.com	
Adam Turner	CCSB	904 591 6182	Adam.Turner@myoneclay.net	
Sub Worth	SAFE	904 669 9454	kworth@safeinc.com	