

# AIA<sup>®</sup> Document A101<sup>®</sup> – 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 February 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  
Oakleaf High School (C-50-25/26)  
4035 Plantation Oaks Blvd  
Orange Park, FL 32065

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<sup>®</sup>-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201<sup>®</sup>-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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#### 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:

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(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 One Million One Hundred Five Thousand Five Hundred & zero cents ( 1,105,500.00), 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.)*

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## **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.)*

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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.)*

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## **§ 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)*

Eric Linton, President  
T&M Electric of Clay County, LLC  
200 College Drive  
Orange Park, FL 32065  
Tel: 904/272-0272  
Email Address: eric@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:

**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:

<b>Number</b>	<b>Date</b>
#1	12/09/2025

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:

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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)*  
Erin Skipper, Board Chair  
\_\_\_\_\_  
*(Printed name and title)*

  
\_\_\_\_\_  
**CONTRACTOR** *(Signature)*  
Eric Linton, President  
\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_

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ADDENDUM NUMBER 01

DATE: Tuesday, December 9, 2025

PROJECT: Oakleaf High School – Fire Alarm Replacement

CCDS

PROJECT NO.: C-50-25/26

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

ENGINEER: Haddad Engineering, Inc., A Division of MSA  
3030 Hartley Road, Suite 290  
Jacksonville, FL 32257  
Phone (904) 262-5066  
Fax (904) 262-7139

TO: Will Mullinax, T&M Electric, [will@tmelectricinc.com](mailto:will@tmelectricinc.com)  
Tyrone Hamelin, AEC Electrical, [tyrone@aecelectrical.net](mailto:tyrone@aecelectrical.net)  
Charles Carter, AEC Electrical, [charlesc@aecelectrical.net](mailto:charlesc@aecelectrical.net)  
Garrett Dion, SAFE, [garrett.dion@gmail.com](mailto:garrett.dion@gmail.com)  
Marc Guedj, SAFE, [marc.guedj@safeinc.com](mailto:marc.guedj@safeinc.com)  
Bob Worth, SAFE, [bworth@safeinc.com](mailto:bworth@safeinc.com)  
Franklin Dziobit, SAFE, [frank@safeinc.com](mailto:frank@safeinc.com)  
Joel Feagin, FTC, [joelfeagin@gmail.com](mailto:joelfeagin@gmail.com)  
Steve Metzger, FTC, [steven.feagintotal@gmail.com](mailto:steven.feagintotal@gmail.com)  
Dwight Williams, CFC, [Dwight.cfc@att.net](mailto:Dwight.cfc@att.net)  
Robbie Bumpers, CCDS, [elvin.bumpers@myoneclay.net](mailto:elvin.bumpers@myoneclay.net)  
James Krajewski, CCDS, [james.krajewski@myoneclay.net](mailto:james.krajewski@myoneclay.net)

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- ✓ This Addendum forms a part of the Contract Documents and modifies the Contract Documents Issued November 5, 2025, with amendments and additions noted below.
  - ✓ Acknowledge receipt of this Addendum in the Bid Form.
  - ✓ This Addendum consists of (11) pages.

Drawings:

See attached drawings sheets E2.1, E2.4 and E3.2.

Pre-Bid Meeting Notes:

See attached meeting notes.

Response to Questions:

1. Plans, specifications, and general notes for all five schools indicate that it is the intent to leave the existing fire alarm system fully functional until the new system is in place. Please confirm this intent.

Response: The existing system should remain in place until the new system is fully operational. Provide fire watch if fire alarm outage exceeds 4 hours.

2. Plans, specifications, and general notes for all five schools indicate that existing devices are to be temporarily relocated so that new devices can reutilize existing provisions while the existing system can remain online. Please confirm the intent to temporarily relocate existing fire alarm devices to allow for new devices in their place.

Response: Relocate old devices temporarily if required.

3. Confirm that as long as a Firewatch is in place, the existing fire alarm system can be taken off-line until the new system is online.

Response: Yes. Fire alarm system can be taken off-line if the contractor provided fire watch.

4. The school district fire official contact on the Fire watch procedures is mark.thomas@myoneclay.net. From our understanding, Mark Thomas is no longer with the school board. Please confirm or revise this contact.

Response: Point of contact for CCDS Office of Code Enforcement:  
Robin Gann  
(904) 336-0104  
Robin.gann@myoneclay.net

5. Is there an approximate date for when the Notice To Proceed will be issued?

Response: Notice to proceed to be issued after contract award on January 8, 2026 and upon receipt of permit and recorded bonds.

Atrium Smoke Detector Clarifications:

Atrium Smoke sequence of operation shall initiate upon smoke detection in the atrium duct detectors and/or the ceiling mounted smoke detectors in the atrium. See the attached sequence of operation from building record drawings and from CCDS maintenance.

Contractor shall have the services of an energy management technician to do final connection to the energy management system and demonstrate the operation of the smoke detection system.