

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 Seventh day of March in the year Two Thousand Twenty-four

(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, FL 32043
Ph: (904) 336-6500

and the Contractor:

(Name, legal status, address and other information)

Thomas May Construction Company
310 College Drive
Orange Park, Florida 32065
Ph: 904-272-4808

for the following Project:

(Name, location and detailed description)

MHS Restroom Renovations
3750 County Road 220
Middleburg, FL 32068

The Architect:

(Name, legal status, address and other information)

Bhide & Hall Architects, P.A.
1329 Kingsley Avenue, Suite C
Orange Park, FL 32073
Ph; 904-264-1919

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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User Notes:

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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.)

May 31, 2024

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:

Init.

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

[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: August 5, 2024

§ 3.3.2 N/A

(Table Deleted)

§ 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 Three hundred and fifty thousand, nine hundred and seven dollars only. (\$ 350,907.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates – N/A

(Paragraph Deleted)

(Table Deleted)

(Paragraphs Deleted)

(Table Deleted)

§ 4.3 Allowances, if any, included in the Contract Sum: N/A

(Paragraph Deleted)

(Table Deleted)

§ 4.4 Unit prices, if any: N/A

(Paragraph Deleted)

(Table Deleted)

§ 4.5 Liquidated damages, if any:

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(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 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) (\$1,000.00) 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) (\$500.00) 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

(Paragraph 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.

§ 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 of 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 of the amount certified shall be made by the Owner not later than twenty-five (25) business days after the Architect receives the Application for Payment.

(Paragraph Deleted)

§ 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:

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- .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 site at a location agreed upon in writing), less retainage of five percent (5%), offsite storage of materials 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 Certification for Payment as provided in Section 9.5 of AIA Document A201-2017.

§ 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 (2023)

(Paragraphs Deleted)

(Paragraphs Deleted)

(Paragraphs Deleted)

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| (Paragraphs Deleted)

§ 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:

| All requirements are satisfied in accordance with the specification and all paragraphs in specification section 01 78 00 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.

| (Paragraph Deleted)

§ 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

| [X] Litigation in a court of Clay County, Florida

| [] 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.

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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.

(Paragraph Deleted)

(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)

David Kramer
Clay County District Schools
925 Center Street
Green Cove Springs, FL 32043
Ph: 904-336-6849

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

Keith Ward
Thomas May Construction Company
310 College Drive
Orange Park, FL 32065
Ph: 904-272-4808

§ 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

(Paragraph Deleted)

N/A

§ 8.7 Other provisions: N/A

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
(Paragraph Deleted)

.2 AIA Document A201™–2017, General Conditions of the Contract for Construction

(Paragraphs Deleted)

.5 Drawings

Number	Title	Date
See Attached Exhibit ‘A’	List of Drawings	01/04/2024

.6 Specifications

Section	Title	Date	Pages
See Attached Exhibit ‘B’	Specifications – Table of Contents	01/04/2024	200

.7 Addenda, if any:

Number	Date	Pages
Addendum 01	02/06/2024	02

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.

(Paragraphs Deleted)

(Paragraph Deleted)

(Table Deleted)

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| (Table Deleted)

| (Paragraphs Deleted)

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)

Keith Ward President

(Printed name and title)

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Middleburg High School Restroom Renovations

School District of Clay County

SDCC Project No. C-20-23/24

AIA A101-2017

EXHIBIT "A"

List of Contract Drawings: Dated Jan 4, 2024

General

G001 Cover Sheet

Architectural

A001 Abbreviations and General Notes

A101 Overall Floor Plan

A201 Restroom Area - B

A202 Restroom Area - E

A203 Alternate 1 Restroom Area – K

A204 Alternate 2 Restroom Area – L

Mechanical

M101 HVAC General Notes, Legends, Schedules and Details

M201 HVAC Floor Plans: Restroom 'B'

M202 HVAC Floor Plans: Restroom 'E'

M203 HVAC Floor Plans: Restrooms 'K' & 'L'

Plumbing

P101 Plumbing General Notes, Legend, Basis of Design & Details

P201 Plumbing Floor Plans: Restroom 'B'

P202 Plumbing Floor Plans: Restroom 'E'

P203 Plumbing Floor Plans: Restrooms 'K' & 'L'

Electrical

E1.0 Electrical Legend, Notes, and Details

E2.1 Partial Floor Plan Existing Electrical

E3.1 Partial Floor Plan New Electrical

E4.1 Electrical Specifications

END OF LIST

Middleburg High School Restroom Renovations

School District of Clay County

SDCC Project No. C-20-23/24

AIA A101-2017

EXHIBIT "B"

Specifications Table of Contents: Dated Jan 4, 2024

DIVISION 0: PROCUREMENT AND CONTRACTING REQUIREMENTS

Section 00 00 90	Description of the Work
Section 00 11 16	Invitation to Bid
Section 00 20 00	Public Entity Crimes/Scrutinized Companies
Section 00 21 13	Instructions to Bidders
Section 00 41 00	Bid Proposal Form
Section 00 43 36	List of Subcontractors
Section 00 52 00	Agreement Forms
Section 00 61 00	Bonds and Certificates
Section 00 72 00	General Conditions
Section 00 73 00	Supplementary Conditions
Section 00 86 00	Purchasing of Project Documents
Section 00 90 00	Special Conditions

DIVISION 1: GENERAL REQUIREMENTS

Section 01 04 00	Coordination, Inspection and Protection
Section 01 04 20	Direct Purchasing
Section 01 11 00	Summary of Work
Section 01 25 00	Substitutions
Section 01 29 76	Progress Payments
Section 01 29 83	Testing Laboratory
Section 01 30 00	Submittals
Section 01 31 00	Job Site Administration
Section 01 32 26	Progress Reporting
Section 01 35 63	FGBC Requirements and Procedures
Section 01 41 00	Codes, Permits, and Fees

Section 01 50 00	Temporary Facilities
Section 01 56 23	Barriers
Section 01 66 00	Materials, Storage, and Protection
Section 01 73 29	Cutting and Patching
Section 01 74 00	Cleaning
Section 01 78 00	Contract Closeout
Section 01 78 39	Project Record Documents

DIVISION 4:

MASONRY

Section 04 22 00	Concrete Masonry Unit Work
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DIVISION 7:

THERMAL AND MOISTURE PROTECTION

Section 07 92 00	Sealants and Caulking
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DIVISION 8:

OPENINGS

Section 08 14 16	Flush Wood Doors
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DIVISION 9:

FINISHES

Section 09 01 30.91	Restorative Bonding
Section 09 90 00	Painting

DIVISION 10:

SPECIALTIES

Section 10 21 13	Solid Plastic Toilet Partitions
Section 10 28 13.13	Toilet Accessories

DIVISION 22:

PLUMBING

Section 22 50 10	Basic Plumbing Requirements
Section 22 51 90	Plumbing Identification
Section 22 54 00	Plumbing

DIVISION 23:

HEATING, VENTILATING & AIR CONDITIONING (HVAC)

Section 23 50 10	Basic Mechanical Requirements
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Section 23 51 90	Mechanical Identification
Section 23 58 65	Fans
Section 23 58 90	Ductwork
Section 23 59 40	Air Inlets and Outlets
Section 23 59 90	Testing, Adjusting and Balancing

DIVISION 26/27:

ELECTRICAL

Section 26 01 50	Basic Electrical Materials and Methods
Section 26 05 19	Conductors and Cables
Section 26 05 26	Grounding and Bonding
Section 26 05 29	Hangers and Supports for Electrical Systems
Section 25 05 33	Raceways and Boxes
Section 26 05 53	Electrical Identification
Section 26 51 19	Interior Lighting
Section 27 51 23	Public Address

DIVISION 31:

EARTHWORK

Section 31 31 16	Termite Control
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END OF LIST