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 November in the year 2026

BETWEEN the Owner:

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

and the Contractor:

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

for the following Project:

Keystone Heights High School CTE Lab Upgrades
(C-35-25/26)
900 Orchid Avenue, Keystone Heights, Florida 32656
New Ag Program Barn and Greenhouse

The Architect:

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 may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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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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 November 5, 2026.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

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

§ 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:

The Work shall be commenced within ten (10) calendar days after receipt of Notice to Proceed, approximately November 20, 2026. The Date of Substantial Completion for the entire project shall be not later than May 15, 2027. Final Completion shall not be later than June 15, 2027.

§ 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.

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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 Eighty Nine Thousand Four Hundred Forty One and 00/100 dollars ($389,441.00), 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: **No deductive alternates are included.**

§ 4.3 Allowances, if any, included in the Contract Sum: **No allowances are included.**

§ 4.4 Unit prices, if any: **No unit prices are included.**

§ 4.5 Liquidated damages:

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.

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.

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§ 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:

.1 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:

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

§ 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.

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.

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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:

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.

§ 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:

Gregory Giuffre, Project Manager
925 West Center Street, Green Cove Springs, Florida 32043
Telephone Number: (904) 466-7375

§ 8.3 The Contractor's representative:

Jason Bailey, Project Manager
5201 County Road 218, Middleburg, Florida 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.

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

Number	Title	Date
A1	Cover	09-21-26
A2	Code Summaries, Site Plan & General Notes	10-05-26
A3	Pole Barn Plan, Section, Elevations	10-05-26
A4	Greenhouse Plan, Section, Elevations	09-21-26

.3 Specifications

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

.4 Addenda, if any:

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Number	Date	Pages
1	10-05-26	6

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)*	**CONTRACTOR** *(Signature)*
BY:	BY: Gary Bailey - President
(Printed name and title)	*(Printed name and title)*

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KEYSTONE HEIGHTS HIGH SCHOOL CTE UPGRADES
900 Orchid Ave, Keystone Heights, Florida 32656

BRIAN BOATRIGHT ARCHITECT, INC.
914 Plainfield Avenue
Orange Park, Florida 32073
(904) 413-8028

DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS
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 and Vendors
00500 Agreement & Completion Forms
00600 Bonds & Certificates
00700 AIA General Conditions
00800 Supplementary Conditions
00810 Progress Payments
00860 Project Documents
00900 Special Conditions

DIVISION 1 - GENERAL REQUIREMENTS
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01040 Coordination, Inspection and Protection
01042 Direct Purchasing
01060 Codes, Permits and Fees
01070 Cutting and Patching
01150 Substitution Requests
01200 Job Site Administration
01300 Submittals
01320 Progress Reporting
01400 Quality Requirements
01410 Testing Laboratory Services
01500 Temporary Facilities
01530 Protective Barriers
01531 Temporary Fencing
01620 Materials Storage & Protection
01700 Project Close-out
01710 Cleaning
01721 Project Record Documents
01730 Operation and Maintenance Manuals
01732 Selective Demolition

DIVISION 2 - SITEWORK AND DEMOLITION
02070 Selective Demolition

DIVISION 3 - CONCRETE
03300 Concrete

DIVISION 6 - CARPENTRY
06100 Rough Carpentry

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