

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 day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Meadow View at Twin Creeks Community Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32902

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

Meadow View - Landscape & Irrigation

The Architect:
(Name, legal status, address and other information)

Basham & Lucas Design Group, Inc.
7645 Gate Parkway, Suite 201
Jacksonville, Florida 32256

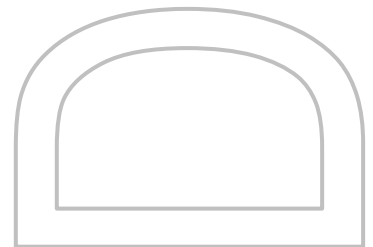
The Owner and Contractor agree as follows.

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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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.)

Upon written notice to proceed and issuance of all necessary permits to commence 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 One Hundred Twenty (120) calendar days from the date of commencement of the Work.

By the following date:

§ 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

§ 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 \$ (\$), 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
None	

§ 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
None		

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

Item	Price
None	

§ 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)
See Contractor's Proposal dated , 2019		

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:

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

Contractor and Owner recognize that time is of the essence in this Contract and that Owner will suffer financial loss if the Work is not completed within the schedule set forth herein, plus any extensions thereof allowed in accordance with the terms of this Contract. The parties also recognize the delays, expense, and difficulties involved in participating in a legal or arbitration proceeding, and proving the actual loss suffered by Owner if the Work is not completed on time.

Should the Contractor, or in case of its default, the Surety, fail to complete the Work by the Substantial Completion Dates set forth herein, or within such extra time as may have been granted by Owner, the Contractor, or in case of its default, the Surety, shall pay to Owner, not as a penalty but as liquidated damages, the amount of Five Hundred Dollars (\$500.00) per day. The Parties agree that an assessment of actual damages as of the date of its Contract would be uncertain, and the liquidated damages amount set forth herein is reasonable.

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

(Paragraphs deleted)

Notwithstanding anything to the contrary herein, Florida's Local Government Prompt Payment Act, Sections 218.70 et seq., Florida Statutes, shall govern all payments under this Contract and all payments to any subcontractors.

Accordingly, Contractor shall submit each Application for Payment to Architect and Owner on the first day of each month, and, provided that all other conditions of this Contract are met, payment shall be made within twenty-five (25) days thereafter. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance in accordance with Section 218.74, Florida Statutes

§ 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.)

Until the work is at fifty percent (50%) completion, as defined in Section 218.735, Florida Statutes, the Owner shall withhold from each progress payment ten percent (10%) of the payment as retainage consistent with Section 5.1.6 of this Agreement. After the Work is at fifty percent (50%) completion, the Owner shall withhold from each progress payment five percent (5%) as retainage. The parties shall comply with Section 218.735, Florida Statutes with respect to retainage, and the requirements of such Section 218.735, Florida Statutes, to the extent applicable to this Contract, are incorporated herein by this reference.

§ 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.)

N/A

§ 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.)

Pursuant to Section 218.735, Florida Statutes, after 50-percent completion of the construction services purchased pursuant to this Contract, the Contractor may present to the Owner a payment request for up to one-half of the retainage held by the Owner. The Owner shall promptly make payment to the Contractor, unless the Owner has grounds, pursuant to Section 218.735(8)(f), Florida Statutes, for withholding the payment of retainage.

(Paragraphs deleted)

§ 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. When Contractor receives payment from Owner for labor, services, or materials furnished by subcontractors, suppliers or consultants hired by Contractor, Contractor shall remit payment due to those subcontractors, suppliers and consultants within ten (10) days after Contractor's receipt of payment from Owner pursuant to Section 218.735(6), Florida Statutes, and Contractor shall require all subcontractors, suppliers and consultants to simultaneously execute a waiver and lien release in a form provided by Owner. All waiver and lien releases shall be provided to Owner prior to Contractor's request for final payment.

§ 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:

The time established for progress payments and final payments should comply with the prompt payment provisions contained in Sections 218.735 and 218.74, Florida Statutes.

§ 5.3 Interest

(Paragraphs deleted)

All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance in accordance with Section 218.74(4), Florida Statutes

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.)

[Redacted]

§ 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.

(Paragraphs deleted)

§ 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)

Jim Perry, District Manager
Governmental Management Services, LLC
475 West Town Place, Suite 114

St. Augustine, Florida 32092

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

§ 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 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:

§ 8.7.1 Assignment of Warranties

Contractor shall assign to Owner all warranties extended to Contractor by material suppliers and subcontractors. If an assignment of warranty requires the material supplier and/or subcontractor to consent to same, then Contractor shall secure the material supplier's and/or subcontractor's consent to assign said warranties to Owner. Any such warranties shall be in addition to the Contractor's general warranties provided under the Contract.

§ 8.7.2 Sovereign Immunity

Nothing in this Contract shall be deemed as a waiver of the Owner's sovereign immunity or the Owner's limits of liability as set forth in Section 768.28, Florida Statutes or other statute, and nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

§ 8.7.3 Governmental Approvals and Turnover

Contractor acknowledges that all work shall be subject to inspections, tests, and approvals by Owner, city, county, federal, state, other governmental entity, or utility company inspectors and that all or some portion of the work may be conveyed to another governmental entity or utility company. No work is complete until it passes final inspection / approval by the Owner as well as the applicable city, county, federal state, other governmental entity, or utility company. Contractor shall provide at its expense any written warranties, certifications, bonds or other documentation and/or guarantees as may be required in connection with the conveyance of any work, or as may be otherwise required, by any city, county, federal, state, other governmental entity or utility company.

§ 8.7.4 Public Records

The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is James Perry ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 940-5850, JPERRY@GMSNF.COM, 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.

§ 8.7.5 Direct Purchase of Materials

1. Owner represents to Contractor that Owner is a governmental entity exempt from Florida sales and use tax, and will provide Contractor with a copy of its Consumer Exemption Certificate. Owner may elect to implement a direct purchase arrangement whereby Owner will directly acquire certain materials ("Direct Purchase Materials") necessary for the completion of the Work directly from the suppliers to take advantage of Owner's tax exempt status.
2. Within 10 days of the issuance of the Notice to Proceed or other written authorization for Work, Contractor and Architect shall provide Owner with a list of materials that may be treated as Direct Purchase Materials, and Owner shall identify from that list which items the Owner would like to treat as Direct Purchase Materials.
3. Owner shall issue purchase orders directly to suppliers of Direct Purchase Materials. Such purchase orders shall include Owner's consumer certificate of exemption number and shall require that the supplier provide the required shipping and handling insurance and provide for delivery with title and risk of loss transferring upon delivery at the jobsite and after acceptance by Owner. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the Owner and if the original contract contemplated sale of materials and installation by same person, the change order needs to reflect sale of materials and installation by different legal entities.
4. Owner shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and furnish a copy of same to the Contractor. Each Certificate of Entitlement must have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the governmental entity; (3) payment of the vendor's invoice will be made directly by the governmental entity to the vendor from public funds; (4) the governmental entity will take title to the tangible personal property from the vendor at the time of delivery by the vendor; and (5) the governmental entity assumes the risk of damage or loss at the time of delivery by the vendor.
5. Upon delivery of the Direct Purchase Materials to the jobsite, the Owner, through Contractor as its agent, shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, Owner shall accept and take title to the Direct Purchase Materials through its agent, which is Contractor.
6. Suppliers shall issue invoices directly to Owner. Owner shall process invoices and issue payment directly to the suppliers.
7. Upon acceptance of Direct Purchase Materials, Owner shall assume risk of loss of same until they are incorporated into the Project. Contractor, as Owner's agent, shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products as required under the Contract Documents. Subject to the foregoing, all warranties, bonds, and other forms of indemnification provided

by Contractor as part of Contract shall apply to all Direct Purchase Materials, as though Contractor had purchased the Direct Purchase Materials.

8. Contractor shall maintain builder's risk insurance on the Direct Purchase Materials and shall name Owner as an additional insured under such insurance policy or alternatively, in the Owner's sole discretion, Owner shall maintain such insurance.

§ 8.7.6 Construction Defects

PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES

§ 8.7.7 Restriction on Removal of Fill Dirt from Work Site

Contractor acknowledges that all suitable soil/fill material shall remain on-site. Fill material shall not be removed from the Project site without the written consent of the Owner.

§ 8.7.8 Certification Regarding Corruption

Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

§8.7.9 Public Entity Crimes

Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Contract, neither the Contractor, nor any supplier, subcontractor or consultant retained by Contractor, has been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor, or any supplier or subcontractor, is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Contract and/or any applicable subcontract may be terminated, as appropriate.

§8.7.10 Attorney Fees

In any litigation between Owner and Contractor arising out of this contract, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees and costs from the other party.

§8.7.11 Third Parties

Heartwood 23, LLC and Toll Bros., Inc. shall be third party beneficiaries of this Contract, with the right to enforce all warranties, performance bonds, insurance, and indemnification provisions hereunder.

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, as revised

- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, as revised
 - a. AIA Document A312 – 2010 / Payment Bond, as revised
 - b. AIA Document A312 – 2010 / Performance Bond, as revised
- .3 AIA Document A201™–2017, General Conditions of the Contract for
(Paragraphs deleted)
Construction, as revised

.5 Drawings

Number	Title	Date
Bid Set July 1, 2019	Entry #2 Townhomes Landscape Package	July 1, 2019

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

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.)

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

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.)

Contractor’s Response to RFP, with Excel Bid Sheet

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

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)



Additions and Deletions Report for AIA® Document A101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:52:13 ET on 07/02/2019.

PAGE 1

Meadow View at Twin Creeks Community Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32902

...

Meadow View - Landscape & Irrigation

...

Basham & Lucas Design Group, Inc.
7645 Gate Parkway, Suite 201
Jacksonville, Florida 32256

PAGE 2

[] Established as follows:

...

Upon written notice to proceed and issuance of all necessary permits to commence the Work.

PAGE 3

[] Not later than One Hundred Twenty (120) calendar days from the date of commencement of the Work.

...

None

...

None

...

None

...

See Contractor's Proposal dated
, 2019

...

Contractor and Owner recognize that time is of the essence in this Contract and that Owner will suffer financial loss if the Work is not completed within the schedule set forth herein, plus any extensions thereof allowed in accordance with the terms of this Contract. The parties also recognize the delays, expense, and difficulties involved in participating in a legal or arbitration proceeding, and proving the actual loss suffered by Owner if the Work is not completed on time. Should the Contractor, or in case of its default, the Surety, fail to complete the Work by the Substantial Completion Dates set forth herein, or within such extra time as may have been granted by Owner, the Contractor, or in case of its default, the Surety, shall pay to Owner, not as a penalty but as liquidated damages, the amount of Five Hundred Dollars (\$500.00) per day. The Parties agree that an assessment of actual damages as of the date of its Contract would be uncertain, and the liquidated damages amount set forth herein is reasonable.

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§ 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 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 () days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

Notwithstanding anything to the contrary herein, Florida's Local Government Prompt Payment Act, Sections 218.70 et seq., Florida Statutes, shall govern all payments under this Contract and all payments to any subcontractors. Accordingly, Contractor shall submit each Application for Payment to Architect and Owner on the first day of each month, and, provided that all other conditions of this Contract are met, payment shall be made within twenty-five (25) days thereafter. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance in accordance with Section 218.74, Florida Statutes

PAGE 5

Until the work is at fifty percent (50%) completion, as defined in Section 218.735, Florida Statutes, the Owner shall withhold from each progress payment ten percent (10%) of the payment as retainage consistent with Section 5.1.6 of this Agreement. After the Work is at fifty percent (50%) completion, the Owner shall withhold from each progress payment five percent (5%) as retainage. The parties shall comply with Section 218.735, Florida Statutes with respect to retainage, and the requirements of such Section 218.735, Florida Statutes, to the extent applicable to this Contract, are incorporated herein by this reference.

...

N/A

...

Pursuant to Section 218.735, Florida Statutes, after 50-percent completion of the construction services purchased pursuant to this Contract, the Contractor may present to the Owner a payment request for up to one-half of the retainage held by the Owner. The Owner shall promptly make payment to the Contractor, unless the Owner has grounds, pursuant to Section 218.735(8)(f), Florida Statutes, for withholding the payment of retainage.

§ 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.)

§ 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. When Contractor receives payment from Owner for labor, services, or materials furnished by subcontractors, suppliers or consultants hired by Contractor, Contractor shall remit payment due to those subcontractors, suppliers and consultants within ten (10) days after Contractor's receipt of payment from Owner pursuant to Section 218.735(6), Florida Statutes, and Contractor shall require all subcontractors, suppliers and consultants to simultaneously execute a waiver and lien release in a form provided by Owner. All waiver and lien releases shall be provided to Owner prior to Contractor's request for final payment.

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The time established for progress payments and final payments should comply with the prompt payment provisions contained in Sections 218.735 and 218.74, Florida Statutes.

...

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.)*

~~%~~ All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance in accordance with Section 218.74(4), Florida Statutes

...

§ 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.)*

...

Jim Perry, District Manager
Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, Florida 32092

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§ 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.

...

§ 8.7.1 Assignment of Warranties

Contractor shall assign to Owner all warranties extended to Contractor by material suppliers and subcontractors. If an assignment of warranty requires the material supplier and/or subcontractor to consent to same, then Contractor shall secure the material supplier's and/or subcontractor's consent to assign said warranties to Owner. Any such warranties shall be in addition to the Contractor's general warranties provided under the Contract.

§ 8.7.2 Sovereign Immunity

Nothing in this Contract shall be deemed as a waiver of the Owner's sovereign immunity or the Owner's limits of liability as set forth in Section 768.28, Florida Statutes or other statute, and nothing in this Contract shall inure to the

benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

§ 8.7.3 Governmental Approvals and Turnover

Contractor acknowledges that all work shall be subject to inspections, tests, and approvals by Owner, city, county, federal, state, other governmental entity, or utility company inspectors and that all or some portion of the work may be conveyed to another governmental entity or utility company. No work is complete until it passes final inspection / approval by the Owner as well as the applicable city, county, federal state, other governmental entity, or utility company. Contractor shall provide at its expense any written warranties, certifications, bonds or other documentation and/or guarantees as may be required in connection with the conveyance of any work, or as may be otherwise required, by any city, county, federal, state, other governmental entity or utility company.

§ 8.7.4 Public Records

The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is James Perry ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 940-5850, JPERRY@GMSNF.COM, 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.

§ 8.7.5 Direct Purchase of Materials

1. Owner represents to Contractor that Owner is a governmental entity exempt from Florida sales and use tax, and will provide Contractor with a copy of its Consumer Exemption Certificate. Owner may elect to implement a direct purchase arrangement whereby Owner will directly acquire certain materials ("Direct Purchase Materials") necessary for the completion of the Work directly from the suppliers to take advantage of Owner's tax exempt status.
2. Within 10 days of the issuance of the Notice to Proceed or other written authorization for Work, Contractor and Architect shall provide Owner with a list of materials that may be treated as Direct Purchase Materials, and Owner shall identify from that list which items the Owner would like to treat as Direct Purchase Materials.
3. Owner shall issue purchase orders directly to suppliers of Direct Purchase Materials. Such purchase orders shall include Owner's consumer certificate of exemption number and shall require that the supplier provide the required shipping and handling insurance and provide for delivery with title and risk of loss transferring upon delivery at the jobsite and after acceptance by Owner. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the Owner and if the original contract contemplated sale of materials and installation by same person, the change order needs to reflect sale of materials and installation by different legal entities.
4. Owner shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and furnish a copy of same to the Contractor. Each Certificate of Entitlement must have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the governmental entity; (3) payment

of the vendor's invoice will be made directly by the governmental entity to the vendor from public funds; (4) the governmental entity will take title to the tangible personal property from the vendor at the time of delivery by the vendor; and (5) the governmental entity assumes the risk of damage or loss at the time of delivery by the vendor.

5. Upon delivery of the Direct Purchase Materials to the jobsite, the Owner, through Contractor as its agent, shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, Owner shall accept and take title to the Direct Purchase Materials through its agent, which is Contractor.

6. Suppliers shall issue invoices directly to Owner. Owner shall process invoices and issue payment directly to the suppliers.

7. Upon acceptance of Direct Purchase Materials, Owner shall assume risk of loss of same until they are incorporated into the Project. Contractor, as Owner's agent, shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products as required under the Contract Documents. Subject to the foregoing, all warranties, bonds, and other forms of indemnification provided by Contractor as part of Contract shall apply to all Direct Purchase Materials, as though Contractor had purchased the Direct Purchase Materials.

8. Contractor shall maintain builder's risk insurance on the Direct Purchase Materials and shall name Owner as an additional insured under such insurance policy or alternatively, in the Owner's sole discretion, Owner shall maintain such insurance.

§ 8.7.6 Construction Defects

PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES

§ 8.7.7 Restriction on Removal of Fill Dirt from Work Site

Contractor acknowledges that all suitable soil/fill material shall remain on-site. Fill material shall not be removed from the Project site without the written consent of the Owner.

§ 8.7.8 Certification Regarding Corruption

Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

§8.7.9 Public Entity Crimes

Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Contract, neither the Contractor, nor any supplier, subcontractor or consultant retained by Contractor, has been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor, or any supplier or subcontractor, is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Contract and/or any applicable subcontract may be terminated, as appropriate.

§8.7.10 Attorney Fees

In any litigation between Owner and Contractor arising out of this contract, the prevailing party in such litigation shall be entitled to recover reasonable attorney’s fees and costs from the other party.

§8.7.11 Third Parties

Heartwood 23, LLC and Toll Bros., Inc. shall be third party beneficiaries of this Contract, with the right to enforce all warranties, performance bonds, insurance, and indemnification provisions hereunder.

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- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, as revised
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, as revised
 - a. AIA Document A312 – 2010 / Payment Bond, as revised
 - b. AIA Document A312 – 2010 / Performance Bond, as revised
- .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.)

Construction, as revised

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Bid Set July 1, 2019

Entry #2 Townhomes
Landscape Package

July 1, 2019

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Contractor’s Response to RFP, with Excel Bid Sheet