

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty Ninth day of April in the year Two Thousand Twenty Five
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Ben Hill County Board of Commissioners 402A East Pine Street Fitzgerald, GA 31750

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

Kellerman Construction, Inc. 2717 Windemere Drive, Suite D Valdosta, GA 31602

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

INODIC Grant# GA-0013787

Monitor Enrichment Center Recreation Improvements
600 South Monitor Drive
Fitzgerald, GA 31750

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

Blake Ellis and Associates d/b/a Ellis, Ricket and Associates 105 South Patterson Street Valdosta, GA 31601

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.

User Notes:

TABLE OF ARTICLES 1 THE CONTRACT DOCUMENTS 2 THE WORK OF THIS CONTRACT 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION **CONTRACT SUM PAYMENTS** DISPUTE RESOLUTION TERMINATION OR SUSPENSION **MISCELLANEOUS PROVISIONS ENUMERATION OF CONTRACT DOCUMENTS** EXHIBIT A INSURANCE AND BONDS ARTICLE 1 THE CONTRACT DOCUMENTS The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9. ARTICLE 2 THE WORK OF THIS CONTRACT The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. 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. [X] A date set forth in a notice to proceed issued by the Owner. [] Established as follows: (Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

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

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User Notes:

[X] Not later than Two	hundred ten (210) calendar days from the date	e of commencement of the Work.
[] By the following da		
§ 3.3.2 Subject to adjustments of the to be completed prior to Substantia Completion of such portions by the	e Contract Time as provided in the Contract Docu I Completion of the entire Work, the Contractor se following dates:	ments, if portions of the Work are shall achieve Substantial
Portion of Work N/A	Substantial Completion Date	
§ 3.3.3 If the Contractor fails to ach any, shall be assessed as set forth in	ieve Substantial Completion as provided in this S Section 4.5.	ection 3.3, liquidated damages, if
§ 4.1 The Owner shall pay the Contract. The Contract Sum shall be to additions and deductions as prov	tractor the Contract Sum in current funds for the cone Million sixty one thousand five hundred do ided in the Contract Documents.	Contractor's performance of the ollars (\$ 1,061,500.00), subject
§ 4.2 Alternates § 4.2.1 Alternates, if any, included in	in the Contract Sum:	
Item None	Price	
execution of this Agreement. Upon	ted below, the following alternates may be accept acceptance, the Owner shall issue a Modification to conditions that must be met for the Owner to ac	to this Agreement.
Item	Price	Conditions for Acceptance
None		
§ 4.3 Allowances, if any, included in (Identify each allowance.)	n the Contract Sum:	
Item None	Price	
§ 4.4 Unit prices, if any: (Identify the item and state the unit)	price and quantity limitations, if any, to which the	e unit price will be applicable.)
ltem	Units and Limitations	Price per Unit (\$0.00)
N/A	Onto and Emitations	Trice per one (\$0.00)
§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liqu	idated damages, if any.)	
None		
§ 4.6 Other: (Insert provisions for bonus or other	r incentives, if any, that might result in a change	to the Contract Sum.)
N/A		
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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.
- § 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:

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the thirtieth day of the same 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 thirty (30) 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 A201TM_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:

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.)

ten percent (10%)

§ 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.)

Reduction of retainage shall not be permitted throughout the entire length of construction.

§ 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 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

N/A

§ 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.)

0 % Zero percent

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.)

N/A

Init.

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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, t	the
method of binding dispute resolution shall be as follows:	.110
(Check the appropriate box.)	

- [] Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- [X] 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.

§ 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.)

N/A

§ 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)

Mike Dinnerman 402A East Pine Street

Fitzgerald, GA 31750

§ 8.3 The Contractor's representative:

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

M. Brahm Kellerman Kellerman Construction, Inc. 2717 Windemere Drive, Suite D

Valdosta, GA 31602

User Notes:

Init.

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§ 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 A101TM_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 A101TM_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.)

N/A

§ 8.7 Other provisions:

Refer to AIA A201-2017 General Conditions for requirements of Insurance and Bonds as modified in specification section 00 7000.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101TM_2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201TM_2017, General Conditions of the Contract for Construction

(Paragraph deleted)

.3 Drawings

Number	Title	Date	
See Exhibit A			

.4 Specifications

Section	Title	Date	Pages
See Exhibit B			•

.5 Addenda, if any:

Number	Date	Pages
1	April 4, 2025	5
2	April 14, 2025	7

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)

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

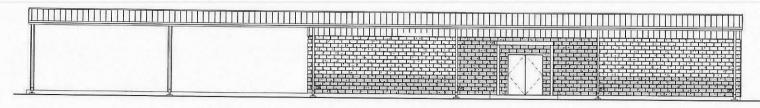
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User Notes:

OWNER (Signature) CONTRACTOR (Signature) Hal Wiley Chairman M. Brahm Kellerman President (Printed name and title) (Printed name and title)

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Exhibit - A



INODIC GRANT #GA-0013787 MONITOR ENRICHMENT CENTER RECREATION IMPROVEMENTS

FOR BEN HILL COUNTY COMMISSION

100% CONSTRUCTION DOCUMENT SET



X8 NO. 23010 SATE 06-14-24

INODIC GRANT

GA-0013787

ENRICHMENT

RECREATION **IMPROVEMENTS**

MONITOR

CENTER

X1.01 TITLE SHEET

GENERAL NOTES EXISTING CONDITIONS DEMOLITION PLAN C4 0 SITE PLAN

C5.0 UTILITY PLAN GRADING PLAN

HYDROLOGY PLAN LANDSCAPE PLAN

EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN

CONSTRUCTION DETAILS EROSION, SEDIMENTATION, AND POLLUTION CONTROL DETAILS

ARCHITECTURAL: LS1.01 LIFE SAFETY PLAN

A2 00 ARCHITECTURAL SITE PLAN FLOOR PLAN

WALL TYPES

ROOF PLAN

ENLARGED SERVING FLOOR PLAN.

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A6.02 INTERIOR ELEVATIONS

EXTERIOR ELEVATIONS BUILDING SECTIONS

BUILDING SECTIONS

WALL SECTIONS WALL SECTIONS A9.03 WALL SECTIONS

STRUCTURAL.

GENERAL NOTES, MASONRY SECTIONS \$1.0

AND DETAILS FOUNDATION AND SLAB PLAN,

SECTIONS AND DETAILS

ROOF FRAMING PLAN, SECTIONS AND DETAILS

PILIMBING

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FLOOR PLAN - PLUMBING LARGE SCALE PARTIAL FLOOR

PLAN - PLUMBING

P5.01 DETAILS - PLUMBING

MECHANICAL:

ABBREVIATIONS, LEGENDS AND

SCHEDULES - HVAC M2.01 FLOOR PLAN - HVAC

M5.01 DETAILS - HVAC

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SITE PLAN - ELECTRICAL

FLOOR PLAN - LIGHTING

FLOOR PLAN - POWER

FLOOR PLAN - SYSTEMS/HVAC POWER DETAILS - ELECTRICAL

CONSULTANTS

CIVII -

ADVANCED ENGNEERING SERVICES, LLC 4560 VALNORTH DR., SUITE E VALDOSTA, GA 31602

STRUCTURAL

CREWS ENGINEERING 101-B SOUTH PATTERSON STREET VALDOSTA, GA 31601 PHONE (229) 244-3100

PLUMBING:

MECHANICAL: NOP ENGINEERS, NC 316 CORPORATE PARKWAY UACON, GA 31210 PHONE (478) 745-1691

ELECTRICAL NEP ENGINEERS, INC. 316 CORPORATE PARKWAY PHONE (478) 745-1691

PROJECT LOCATION



PROJECT LOCATION

FITZGERALD, GA SCALE 3/16" = 1'-0"

TITLE SHEET

X1.01

00 1113

00 2113

00 4100

00 7000

00 7300

01 2300

01 2900

01 3300

01 4000

01 5000

01 6000

01 7300

01 7400

01 7700

03 3000

03 3543

04 8100

06 1000

06 4023

07 2130

07 8413

07 9200

08 1113

08 7100

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01 2900-1 thru 01 2900-3

01 3300-1 thru 01 3300-2

01 4000-1 thru 01 4000-5

01 5000-1 thru 01 5000-2

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Instructions to Bidders

Bid Form

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Cast In Place Concrete Polished and Dyed Concrete Finishing

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DIVISION 5 – METALS

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Joint Sealers **DIVISION 8 – DOORS AND WINDOWS**

Hollow Metal Doors and Frames

Ellis, Ricket and Associates – Architects and Planners © 2024

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Exterior Painting
Interior Painting
Concrete Staining
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<u>DIVISION 9 - FINISHES</u>

Fire Extinguishers

Protective Covers

09 9113

09 9123

09 9300

10 4413

10 4416

10 7300

13 3419

10 7300

22 0510

22 0519

22 0553

22 0719

22 1005

22 1006

22 3000

22 4010

23 0510

23 0548

23 0553

23 0593

23 0713

23 0719

23 0913

23 0994

23 2300

23 3100

23 3300

23 3423

23 3700

23 4000

23 8127

Fire Extinguisher Cabinets

DIVISION 11 – EQUIPMENT DIVISION 12 – FURNISHINGS

DIVISION 13 – SPECIAL CONSTRUCTION Metal Building Systems

Protective Covers **DIVISION 14 - CONVEYING SYSTEM**

Meters and Gauges

Plumbing Equipment

Plumbing Fixtures

Duct Insulation

Refrigerant Piping

Air Duct Accessories

Air Outlets and Inlets

HVAC Piping Insulation

HVAC Ducts and Casings

HVAC Power Ventilators

HVAC Air Cleaning Devices

Cooling (less than 5 Tons)

Small Split-System Heating and

Plumbing Piping

Plumbing Piping Insulation

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26 0510

26 0519

26 0583

26 2416

26 2417

26 2726

26 2813

26 5100

26 5200

26 5600

28 3100

31 0000

31 2500

31 3116

32 1216

33 0000

33 1000

33 3000

33 4000

26 2816.16

DIVISION 26 – ELECTRICAL

General Electrical Requirement		
	General Electrical	Requirement

ts

Low Voltage Electrical Power Conductors

And Cables Hangers and Supports for Electrical Systems

26 0529 Conduit for Electrical Systems Boxes for Electrical Systems

26 0533.13 26 0533.16 26 0553

Panelboards

Fuses

Wiring Devices

Interior Lighting

Exterior Lighting

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31 0000-1 thru 31 0000-5

31 2500-1 thru 31 2500-5

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32 1600-1 thru 32 1600-4

33 0000-1 thru 33 0000-2

33 1000-1 thru 33 1000-21

33 3000-1 thru 33 3000-8

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