



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 June in the year two thousand nineteen.
(In words, indicate day, month and year.)

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

South San Antonio Independent School District
5622 Ray Ellison
San Antonio, Texas 78242

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

Hellas Construction Inc.
12710 Research Blvd., Suite 240
Austin, Texas 78759

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

South San Antonio High School Stadium Renovations
7535 Barlite Blvd, San Antonio, Texas

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

There is no architect for this project. Any reference to "architect" herein is deemed to refer to the Owner or the Owner's designated representative.

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.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

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 (including but not limited to Contractor's proposal), 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. In the event of a conflict between or among the Contract Documents, the Contract Documents shall be interpreted in the following order of priority: (1) This Agreement, including all exhibits attached hereto; (2) the Conditions of the Contract; (3) Addenda; (4) the Specifications; and (5) the Drawings.

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. The work of this contract includes the following:

Purchase by Owner via TIPS USA JOC Contract 170205-Synthetic, Natural Fields, Courts or Tracks.

General Conditions

Hellas will:

1. Provide project Insurance, Supervision and Mobilization.
2. Provide final punch-out and clean-up of our scope of work.

Turf Renovations

Hellas will:

1. Remove existing synthetic turf; dispose of materials offsite.
2. Provide and install approximately 75,861 SF - **Matrix®** 46H synthetic turf with the noted installation options listed below:
 - All 5-yard lines permanently installed in white turf
 - All side lines permanently installed in white turf
 - All numbers permanently installed in white turf

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- Coaching boxes and team areas permanently installed in white turf
- All short yard extensions permanently installed in white turf
- All hash marks permanently installed in white turf
- Midfield logo shall have "SOUTH SAN" permanently installed in royal blue turf
- Midfield logo shall have the state of Texas image permanently installed in white turf with royal blue outline
- End Zones shall have "SOUTH SAN" permanently installed in royal blue turf with white outline
- Soccer lines permanently installed in royal blue turf
- Proprietary "RealFill" installation of selected aggregate and cuboidal "SBR" rubber
- 1 tow behind/ground driven turf sweeper
- Owner care and maintenance orientation & 8-year manufacturer warranty

Track Renovations

Hellas will:

1. Remove existing track surfacing at the track oval/chutes, and D-Zones.
2. Provide and install approximately 7,635 SY - **Hellas' epiQ Tracks® Q3000 (RED)** surfacing system on the track oval/chutes, and D-Zones.
3. Provide striping per existing layout.

****Please note:** There are no asphalt paving or concrete repairs included with this pricing. Until the existing track surface is removed **Hellas** can make no certification or judgement as to the soundness of the existing asphalt or concrete base materials and their fitness to receive new track surfacing.

After removal of existing track surface, **Hellas** will inspect the asphalt and concrete base materials for compliance with specified tolerances of +/- 1/4" in 10 ft. when measured with a 10-ft. straight-edge. Additionally, we will assess the structural integrity of the existing materials.

If the inspection reveals that there are areas of the existing track asphalt or concrete bases that are out of tolerance or unsound structurally, **Hellas** will walk the site with the Owner's Representative to discuss the findings. At that point **Hellas** will prepare a plan for remediation of out of tolerance and or failing areas and provide a proposal for the cost of the remediation. ******

Exclusions (but not limited to):

1. Any Allowances or Contingencies other than those listed herein.
2. Demolition work other than listed herein.
3. Existing asphalt/concrete crack repair or grinding/filling.
4. Grading work other than listed herein.
5. Drain stone material.
6. Synthetic turf logos/lettering other than listed herein.
7. Shock attenuation pad at turf areas.
8. Synthetic turf nailer board other than listed herein.
9. Track logos/lettering.
10. Sports equipment.
11. Fencing or fence repair.

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12. Taxes.
13. Prevailing/union wages.
14. Dewatering.
15. Notwithstanding anything to the contrary in any of the Contract documents, under no circumstances shall the Performance bonds, maintenance bonds or the obligations of the Surety be liable for any warranty obligations that exceed 1 year from the date of substantial completion as defined in the Contract documents.
16. Owner/CM shall provide ingress/egress for ALL personnel, equipment and materials; typical construction traffic shall be expected for the duration of this contract. Contractor NOT responsible for damage due to typical construction traffic ingress/egress to the construction site.

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.)

Established as follows:

Turf: July 8,2019

Track: November 11, 2019

§ 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 by the following dates subject to weather delays or as it may be extended by mutual agreement of the parties and/or as provided in the Contract Documents:

Turf: August 16, 2019

Track: December 30, 2019

§ 3.3.2 If the Work is occupied or otherwise utilized by Owner, before Substantial Completion of the Work, the Work shall be deemed to be Substantially Complete.

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 Eight Hundred Sixteen Thousand Three Hundred Sixty-Five Dollars (\$816,365.00), subject to additions and deductions as provided in the Contract Documents.

Contract Sum is comprised of the following:

Turf Renovations:	\$390,545.00
Track Renovations:	\$387,435.00
Allowances listed in 4.2.2	

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum: None.

§ 4.2.2 Allowances

Allowances, if any, included in the Contract Sum:

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<u>Item</u>	<u>Price</u>
1. Nailer Board Replacement	1. \$14,610.00
2. Owner's Contingency of 3%	2. \$23,775.00

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. Payment is due to Hellas Construction, Inc. at 12710 Research Blvd., Suite 240, Austin, Texas 78759 in Travis County.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the following 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 fifteen (15) days after the Architect receives the Application for Payment.

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

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

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- .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.)

Two percent (2%)

§ 5.1.7.2

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.

§ 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 15 days after the issuance of the Architect's final Certificate for Payment.

§ 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.

Interest on unpaid amounts due shall accrue interest in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

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.)

§ 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:

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Arbitration pursuant to Section 15.4 of AIA Document A201–2017.

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.

§ 6.3 Attorneys' Fees

If one party to this Agreement institutes litigation or arbitration with the other party arising out of this Agreement, or performance under or any alleged breach of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable and necessary attorneys' fees and expenses. The prevailing party is that party which, in light of the claims, counterclaims and defenses asserted, is afforded greater relief by arbitration award or court judgment.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

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

Mr. Chad Doucet
Director of Purchasing
South San Antonio Independent School District
5622 Ray Ellison
San Antonio, Texas 78242
(210) 977-7070, office
Cdoucet@southsanisd.net

§ 8.3 The Contractor's representative:

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

Reed J. Seaton, President and CEO
Hellas Construction Inc.
12710 Research Blvd., Suite 240
Austin, Texas 78759
Telephone: (512) 250-2910
Fax: (512) 250-1960

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

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§ 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, 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, 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 To the extent required by applicable law, the Contractor and any subcontractor shall pay not less than the prevailing wage rates in the applicable locality at the time of construction.

§ 8.7.2 Owner warrants and represents that all Drawings and Specifications for the Work are accurate, complete, correct and sufficient.

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 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .3 Contractor’s proposal dated June 10, 2019.

This Agreement entered into as of the day and year first written above. A photocopied, emailed or faxed signature is valid and enforceable.

South San Antonio ISD

Hellas Construction, Inc.

OWNER (Signature)



CONTRACTOR (Signature)

(Printed name and title)

Reed J. Seaton – President & CEO
(Printed name and title)

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