

 **AIA**<sup>®</sup> Document A101<sup>™</sup> – 2007

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

AGREEMENT made as of the 15th day of January in the year 2018  
*(In words, indicate day, month and year.)*

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

Orlando Medical Properties I, LLC  
4730 N. Habana Avenue, Suite 204  
Tampa, FL 33614

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

Wallace Associates, L.L.C.  
5435 Dr. M.L. King Jr. Street North  
St. Petersburg, FL 33703

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

Orlando Medical Office Facility  
An Interior Tenant Improvement Project  
1724 33<sup>rd</sup> Street  
Orlando, FL 32639

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

Gordon & Associates Architect, LLC  
18848 U.S. Highway 441 #405  
Mount Dora, FL 32757

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.

AIA Document A201<sup>™</sup>–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

The date of construction commencement shall be no later than 20 days after the latter of:

1. Execution of contract agreement
2. Issuance of permits by authorities having jurisdiction
3. Evidence of Builder's Risk Insurance

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than One Hundred Twenty-six ( 126 ) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

**Portion of Work**

**Substantial Completion Date**

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

**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 Seven Hundred Ninety-Eight Thousand and no/100 Dollars (\$ 798,000.00 ), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2** The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

**§ 4.3** Unit prices, if any:

*(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price Per Unit (\$0.00)
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**§ 4.4** Allowances included in the Contract Sum, if any:

*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Price
Private Provider Plan Review and Inspection Services	\$12,000.00
Solid Surface Countertops (labor and material)	\$62.00/SF
Acrylic Panel at Millwork (labor and Material)	\$5,000.00
Tile (material only)	\$6.00/SF
Carpet (material only)	\$24.00/SY
LVT (material only)	\$3.00/SF
Wallcovering (material only)	\$10.00/SY
Appliances	\$6,000.00
Roof Patching	\$12,000.00
Storefront Mullions	\$5,000.00

**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.

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§ 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 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 certified amount to the Contractor not later than the fifteenth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than 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, unless objected to by the Architect, 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 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent ( 10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent ( 10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

Retainage shall be 10% of work in place. When Contractor has completed 50% of the Work and billed 50% of the Contract and if Owner and Architect agree that the work is of sufficient quantity and quality and if the schedule is being maintained, no additional retainage shall be held. Owner shall continue to hold 5% of the Contract Amount until final completion of the Work.

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§ 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 Section 12.2.2 of AIA Document A201-2007, 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:

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as 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 Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, 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.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

## 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 A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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§ 8.2 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.)*

Prime Rate Plus 2 %

§ 8.3 The Owner's representative:  
*(Name, address and other information)*

4720  
Dr. Rodolfo Gari  
4750 N. Habana Avenue, Suite 204  
Tampa, FL 33614  
Office: 813-549-2137 - 2134  
Email: rgari@garciacapitalpartners.com

§ 8.4 The Contractor's representative:  
*(Name, address and other information)*

Chuck Adair, President/CEO  
Wallace Associates, L.L.C.  
5435 Dr. M.L. King Jr. Street North  
St. Petersburg, FL 33703  
Office: 727-520-0700  
Cell: 727-642-0796  
Email: chuckadair@wallace-associates.com

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

§ 8.6 Other provisions:

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ 9.1.4 The Specifications:  
*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*  
Exhibit "B" Project Manual dated November 20, 2017

Section	Title	Date	Pages
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§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Exhibit "C" – List of Drawings

Number	Title	Date
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§ 9.1.6 The Addenda, if any:

Number	Date	Pages
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Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Exhibit "A" – Proposal Form dated December 15, 2017

Exhibit "B" – Project Manual dated November 20, 2017

Exhibit "C" – List of Drawings

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

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

OWNER (Signature)

Rodolfo Gudi - President  
(Printed name and title)

CONTRACTOR (Signature)

Chuck Adair, President/CEO  
(Printed name and title)

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Exhibit "A"  
**WALLACE**  
ASSOCIATES, L.L.C.  
GENERAL CONTRACTORS

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DATE: December 15, 2017

FROM: Chuck Adair  
Wallace Associates, L.L.C.  
5435 Dr. M. L. King Street North  
St. Petersburg, FL 33703

TO: Kays Alali  
Physician Partners of America  
4730 N. Habana Avenue, Suite 204  
Tampa, FL 33614  
E-mail: [kalali@physicianpartnersofa.com](mailto:kalali@physicianpartnersofa.com)

PROJECT: Orlando Medical Office Facility  
Interior Tenant Improvement – 2<sup>nd</sup> Floor  
1724 33<sup>rd</sup> Street  
Orlando, FL 32369

The undersigned Contractor, offers the following proposal for the proper execution and completion of the above referenced project:

**Proposal**

**\$798,000.00** (Seven Hundred Ninety-Eight Thousand and no/100 Dollars)

Upon receipt of the building permit and notice of commencement, we shall deliver the project to substantial completion stage in 126 days for Construction.

**QUALIFICATIONS/CLARIFICATIONS:**

1. Only unmodified AIA Documents are to be included with proposal.
2. Impact fees are not included.
3. Payment and performance bonds are specifically excluded. If required, add... \$16,000.00
4. Building Permit is by Owner.
5. Builders Risk insurance with deductibles is by Owner.
6. All Utility and Tapping fees such as but not limited to disconnect, relocation, and new are by Owner.
7. Normal working hours have been included with proposal. If required, after hour work to be completed on a time and materials basis.
8. Testing is by Owner.
9. All water meters and fees are by Owner.
10. We assume the existing roof system is insulation board over metal deck.
11. Resealing existing windows is specifically excluded. If required, work to be completed on a Time and Materials basis.
12. Moisture Mitigation of Existing Slab is specifically excluded.



13. Floor Leveling of Existing Slab is specifically excluded. If required, work to be completed on a Time and Materials basis.
14. Signage is by Owner (OFOI).
15. Low voltage systems such as Telephone, Access Control, Cable Television, and Security are by Owner. We have included rough-in boxes as shown.
16. We assume the existing Lightning Protection is UL Certified. We have included new lightning protection tying into this existing system for the 4 new RTU's as shown.
17. Allowances Included with the Proposal:
  - a. Private Provider Plan Review and Inspection Services... \$12,000.00
  - b. Solid Surface Countertops (labor and material)... \$62.00/SF
  - c. Acrylic Panel at Millwork (labor and material)... \$5,000.00
  - d. Tile (material only)... \$6.00/SF
  - e. Carpet (material only)... \$24.00/SY
  - f. LVT (material only)... \$3.00/SF
  - g. Wallcovering (material only)... \$10.00/SY
  - h. Appliances... \$6,000.00
  - i. Roof Patching... \$12,000.00
  - j. Storefront Mullions... \$5,000.00
18. Value Engineering NOT included with proposal:
  - a. Use frosted semi opaque tint in lieu of gradient tint.  
Deduct... <del>\$2,972.00</del>

Flooring &  
Hood



\_\_\_\_\_  
Signature of Officer

Chuck Adair, President/C.E.O.  
Type Name/Title of Officer

## SCHEDULE OF VALUES

Division		Proposal	
01	General Conditions	\$	108,159.00
02	Sitework & Demolition	\$	16,792.00
03	Concrete	\$	-
04	Masonry	\$	-
05	Structural & Misc. Metals (support steel at roof)	\$	17,165.00
06	Wood & Plastics		
a	Carpentry	\$	3,726.00
b	Millwork	\$	62,000.00
07	Thermal & Moisture Protection		
a	Roof Patching Allowance	\$	12,000.00
b	Caulking and Sealants	\$	520.00
08	Doors & Windows		
a	Doors	\$	33,413.00
b	Glass & Glazing	\$	8,000.00
c	New Storefront Mullions Allowance	\$	5,000.00
d	Tinting	\$	12,440.00
09	Finishes		
a	Drywall and FRP	\$	68,614.00
b	Acoustical Ceilings w/ Insulation	\$	22,786.00
c	Flooring	\$	47,000.00
d	Painting	\$	15,000.00
10	Specialties	\$	7,449.00
11	Equipment Allowance	\$	6,000.00
12	Furnishings	\$	-
13	Special Construction	\$	-
14	Conveying Systems	\$	-
15	Mechanical		
a	Plumbing	\$	69,363.00
b	HVAC	\$	115,195.00
c	Fire Protection	\$	12,160.00
16	Electrical	\$	110,000.00
		Fee	\$ 45,218.00
		<b>TOTAL</b>	<b>\$ 798,000.00</b>

Project 1711A

**Physician Partners  
Medical Office Facility**  
Orlando, Florida

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# Project Manual

Book 1 of 2

November 20, 2017

  
**Architect, LLC**  
Mount Dora, Florida

**Physician Partners  
Medical Office Facility**  
Orlando, Florida 32835

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**Project 1711A**

**Owner** **Orlando Medical Properties 1, LLC**  
4730 West Habana Avenue, Suite 204  
Tampa, Florida 33614

**Architect** **Gordon & Associates, Architect, LLC**  
18848 US Highway 441, #405  
Mount Dora, Florida 32757  
352.383.6505

**Mechanical and  
Electrical  
Engineer** **IC Thomasson & Associates, Inc.**  
5005 West Laurel Street, Suite 205  
Tampa, Florida 33607  
813.882.4415

**Structural Engineer** **Amore Engineering, Inc.**  
2295 South Hiawasse Road, Suite 415  
Orlando, Florida 32835  
407.291.6940

November 20, 2017



**Architect, LLC**

Mount Dora, Florida

**Physician Partners of America**  
A Medical Office Interior Tenant Improvement  
Orlando, Florida  
Architect's Project Number 1711A

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AIA Document A201 – 2017 Edition

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A10.2	Casework Details	11/20/17		
A10.3	Casework Details	11/20/17	12/07/17	
	<b>STRUCTURAL</b>			
S100	Roof Framing Plan	11/20/17		
	<b>MECHANICAL</b>			
M0.1	Mechanical Index Legend and Notes	11/20/17		
M5.2	HVAC Second Floor Plan	11/20/17		
M8.1	Mechanical Roof Plan	11/20/17		
M12.1	Mechanical Schedules	11/20/17		
M14.1	Mechanical Details	11/20/17		
	<b>PLUMBING</b>			
P0.1	Plumbing Index Legend and Notes	11/20/17		
P5.1	Plumbing First Floor Plan	11/20/17		
P5.2	Plumbing Second Floor Plan	11/20/17		
P8.1	Plumbing Roof Plan	11/20/17		
P10.1	Plumbing Isometric Diagrams	11/20/17		
P14.1	Plumbing Details	11/20/17		
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	<b>ELECTRICAL</b>			
E0.1	Electrical Legend, Schedules and Notes	11/20/17		
E5.2	Lighting Second Floor Plan	11/20/17		
E6.2	Power Second Floor Plan	11/20/17		
E7.2	Electrical/HVAC Second Floor Plan	11/20/17		
E8.1	Electrical Roof Plan	11/20/17		
E10.1	Electrical Riser Diagram	11/20/17		
E12.1	Electrical Schedules	11/20/17		
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