

**PART IV  
GENDER EQUITY IN ATHLETICS**

**Corrective Action Plan**

District: **Santa Rosa County School District**

School Name: **Pace High School**

(1) Gender Equity in Athletics Component	(2) Planned Actions To Address Deficiencies Found in Athletics	(3) Responsible Person(s) and Contact Information	(4) Timelines
Practice Facility	<b>Principal will work in conjunction with Softball coach to upgrade facility.</b>	Jason Weeks- High School Director	6 months
Progress Update	<b>The practice facility is prepared for the team to practice. (See attached letter from softball coach)</b>	Jason Weeks- High School Director	Complete
Locker Room	<b>Locker room (field house will begin the RFP process in October 2018)</b>	Jason Weeks- High School Director	18 months
Progress update	<b>March 12, 2019 School board approved the first phase of the project. (See Bid tabulation and contract attached)</b>	Jason Weeks- High School Director	12 months

We hereby verify that the above corrective action plan will be implemented to bring the institution into compliance within the time frame indicated in the Plan.

Steph Shell

Signature, Principal



Signature, Superintendent

4-5-19

Date

4/15/19

Date

# SCHOOL DISTRICT OF SANTA ROSA COUNTY BID TABULATION

PROJECT: **PACE HIGH SCHOOL – SOFTBALL FIELDHOUSE**  
 BID OPENING DATE: **March 7, 2019 @ 2:00 p.m. Local Time**  
 LOCATION: **Santa Rosa County Schools-Maintenance Building, 6544 Firehouse Road, Milton, FL**

**DAG ARCHITECTS, INC.**

CONTRACTOR	Bid Bond	Add 1-2	Drug Free	Public Crime Stmt	Debarment	Trench Safety	Base Bid	Bid Item #1	Bid Item #2	TOTAL
AE NEW, JR., INC.	X	X	X	X	X	X	717,000	12,500	3,000	732,500
LARRY HALL CONSTRUCTION	X	X	X	X	X	X	705,000	13,000	5,000	723,000
JOY GORDON CONSTRUCTION, LLC	X	X	X	X	X	X	817,180	13,338	2,272	832,790

**POSTING OF BID TABULATIONS AND PROTESTS:** The tabulation of bids will be posted at the location where the bids were opened on or about the day the bids were opened. The award of the bid will be posted in the same location the date of the school board meeting and will remain posted for a period of at least 72 hours. Failure to file a protest within the time prescribed in Section 120.53(3), Florida Statutes, shall constitute a waiver proceeding under Chapter 120, Florida Statutes. All protests shall be in compliance with the School Board's Policy 8.50(8). Protests shall be in the form of a written letter, no facsimiles or telegraphic protests will be allowed, and a bond, made payable to the board, in the amount equal to 5% of the contract amount or \$2,000.00 whichever is greater, not to exceed \$5,000.00 shall accompany the protest.



# 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 Eleventh day of March in the year Two Thousand Nineteen  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:

(Name, legal status, address and other information)

The School Board of Santa Rosa County  
6544 Firehouse Road  
Milton, Florida 32570  
(850) 983-5123

and the Contractor:

(Name, legal status, address and other information)

Larry Hall Construction, Inc.  
4740 Woodbine Road  
Pace, Florida 32571  
(850) 944-7100

for the following Project:

(Name, location and detailed description)

Pace High School  
Softball Fieldhouse  
4065 Norris Road  
Pace, FL 32571

The Architect:

(Name, legal status, address and other information)

DAG Architects Inc.  
40 S. Palafox Place – Ste. 201  
Pensacola, FL 32502  
(850) 429-9004

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.

Init.

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User Notes:

(1446594643)



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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.)*
- March 25, 2019

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.)*

190 914

[ X ] Not later than One Hundred Eighty (180) 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
100%	October 1, 2019

§ 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 Seven Hundred Twenty-Three Thousand (\$ 723,000.00 ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N.A.	

§ 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
N.A.		

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

Item	Price
N.A.	

§ 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)
N.A.		

§ 4.5 Liquidated damages, if any:  
(Insert terms and conditions for liquidated damages, if any.)

\$500.00 per calendar day

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

N.A.



## 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 Provided that an Application for Payment is received by the Architect not later than the Twenty-Fifth (25<sup>th</sup>) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Tenth (10<sup>th</sup>) day of the Next 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 Forty (40) 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;
- .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: 10%

*(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.)*

Init.



# **PACE HIGH SCHOOL**

**4065 Norris Road**

**Pace, Florida 32571**

**(850) 995-3600**

**Fax (850) 995-3620**

**[www.santarosa.k12.fl.us](http://www.santarosa.k12.fl.us)**

**STEPHEN SHELL**  
**Principal**

**JOSEPH GOODWIN**  
**Assistant Principal**

**DUSTIN GRAY**  
**Assistant Principal**

**COLLEEN STARR**  
**Assistant Principal**

April 5, 2019

To whom it may concern,

Pace High School administration over the last 12 months has assisted the softball program at the school in several areas that are above the customary support the administration provides to all sports teams at the school. I have listed these areas below.

- Purchased and distributed fertilizer on the softball field.
- Purchased a portable hitting backstop (turtle) for the softball practice field.
- Marked off and painted the practice field.
- Provided the school maintenance department four-wheel vehicle (gator) to be utilized by the softball teams.
- The school cuts the practice and game field grass for the softball program.

Thank you,

Stephen Shell, Principal Pace High School