

# AIA<sup>®</sup> Document A101<sup>™</sup> – 2017

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

**AGREEMENT** made as of the Ninth day of December in the year Two Thousand Nineteen  
(In words, indicate day, month and year.)

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

Tyler County Commissioners Court  
100 W Bluff  
Room #105  
Woodville, Texas 75979

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

Marsh Waterproofing, Inc  
Tim Marsh  
240 S Main Street, Suite #2  
Vidor, Texas 77662

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

Re-Roofing of Tyler County Courthouse  
100 W Bluff  
Woodville, Texas 75979

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

The LaBiche Architectural Group, Inc  
Dohn H. LaBiche, FAIA  
7999 Gladys Ave  
Suite 101  
Beaumont, Texas 77706

The Owner and Contractor agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101<sup>™</sup>-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201<sup>™</sup>-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
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- 5 PAYMENTS
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- 7 TERMINATION OR SUSPENSION
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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.)*

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 Days ( 100 ) 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
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§ 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 One Hundred Sixty Thousand Dollars and Zero Cents (\$ 160,000.00 ), 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
<u>N/A</u>	

§ 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
<u>N/A</u>		

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

Item	Price
<u>N/A</u>	

§ 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)
<u>N/A</u>		

§ 4.5 Liquidated damages, if any:

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

Contractor shall pay as liquidated damages the sum of Two Hundred Dollars and Zero Cents (\$200.00) for each consecutive day after the date of substantial completion.

§ 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 fifteenth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the fifteenth 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 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 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.)*

Five Percent (5%)

**§ 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.)*

**§ 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.)*

**§ 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.)*

**§ 5.1.8** 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:

## **§ 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 per Annum

## **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:

*(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.

§ 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)*

Judge Jacques L. Blanchette  
Tyler County Commissioners Court  
100 W Bluff, RM #105  
Woodville, Texas 75979

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

Tim Marsh  
Marsh Waterproofing, Inc.  
240 South Main Street, Suite #2  
Vidor, Texas 77662  
409.769.0459  
mwaterproofing@aol.com

§ 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 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.)*

N/A

§ 8.7 Other provisions:

**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 A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction (found in spec book)
- .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.)

.5 Drawings

Number	Title	Date
<u>See Attached Index of Drawings</u>	<u>Index of Drawings</u>	<u>10/25/2019</u>

.6 Specifications

Section	Title	Date	Pages
<u>See Attached Table of Contents</u>	<u>Table of Contents</u>	<u>10/25/2019</u>	<u>2</u>

.7 Addenda, if any:

Number	Date	Pages
<u>Addenda No. 1</u>	<u>11.21.19</u>	<u>1</u>
<u>Addenda No. 2</u>	<u>12.06.19</u>	<u>1</u>

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
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Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
<u>Supplementary General Conditions</u>	<u>Supplementary General Conditions</u>	<u>10.25.19</u>	<u>3</u>

.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.)

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

\_\_\_\_\_  
OWNER (Signature)

Judge Jacques L. Blanchette  
(Printed name and title)



\_\_\_\_\_  
CONTRACTOR (Signature)

Tim Marsh  
(Printed name and title)

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.

Texas Board of Architectural Examiners  
P.O. Box 12337  
Austin, TX 78711-2337  
Telephone: (512) 305-9000 / Fax: (512) 305-8900



RE-ROOFING OF  
TYLER COUNTY COURTHOUSE

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WITH OFFER**

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NOT USED

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NOT USED

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*[Handwritten signature]*  
10/25/19



**The LaBiche**  
ARCHITECTURAL GROUP INC

Dohn H. LaBiche, FAIA - Principal  
Greg Wall, AIA - Principal

7999 Gladys Avenue, Suite 101  
Beaumont, Texas 77706  
(409) 860-0197 • Fax (409) 860-0198

November 21, 2019

**ADDENDUM NO. 1**

**PROJECT #19022 – RE-ROOFING OF TYLER COUNTY COURTHOUSE  
WOODVILLE, TEXAS**

The following changes, corrections and additions or deletions to the Drawings and Specifications are hereby made part of the Contract Documents. Bidders shall acknowledge receipt of this Addendum in the Bid Form

**SPECIFICATIONS**

**None**

**DRAWINGS**

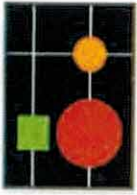
**GENERAL NOTES**

1. Owner shall not allow access to the roof from inside the building. Contractors shall provide access to roof by exterior means. If lower roofs are to be used for access, the Contractor assumes all responsibility for damage to the roof surfaces, flashings and copings.
2. It is acknowledged that clay tile copings are brittle and may be damaged or broken during removal. Contractor's shall make assumptions about their reuse and should cover the cost of total replacement in their proposal. Any clay tile coping not damaged during removal shall be reused.

End of Addendum No. 1



*[Handwritten signature]*  
11/21/19



The LaBiche  
ARCHITECTURAL GROUP INC

Dohn H. LaBiche, FAIA - Principal  
Greg Wall, AIA - Principal

7999 Gladys Avenue, Suite 101  
Beaumont, Texas 77706  
(409) 860-0197 • Fax (409) 860-0198

December 6, 2019

**ADDENDUM NO. 2**

**PROJECT #19022 – RE-ROOFING OF TYLER COUNTY COURTHOUSE  
WOODVILLE, TEXAS**

The following changes, corrections and additions or deletions to the Drawings and Specifications are hereby made part of the Contract Documents. Bidders shall acknowledge receipt of this Addendum in the Bid Form

**SPECIFICATIONS**

**LEGAL NOTICE, ADVERTISEMENT FOR INVITATION FOR BIDS**

Add the following statement to Legal Notice Advertisement for Invitation for Proposals:

1. Bids will be opened at 11:10 during the Commissioners Court meeting.

**DRAWINGS**

**None**



End of Addendum No. 2

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R3	ROOF DETAILS
R4	ROOF DETAILS
R5	ROOF DETAILS

END OF INDEX OF DRAWINGS



*[Handwritten signature]*  
10/25/19

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SUPPLEMENTARY GENERAL CONDITIONS

THE GENERAL CONDITIONS: The General Conditions of this Contract is the American Institute of Architects' Document A-201, "General Conditions of the Contract for Construction", 2017 Addition, hereinafter referred to as the "AIA General Conditions", a copy of which is bound herein.

THE SUPPLEMENTARY GENERAL CONDITIONS: The Supplementary General Conditions contain changes and interpretations of the AIA General Conditions. Where any part of the AIA General Conditions is modified or voided by the Supplementary General Conditions, the unaltered provisions shall remain in effect.

CHANGES AND ADDITIONS TO OR INTERPRETATIONS OF VARIOUS ARTICLES OF THE AIA GENERAL CONDITIONS ARE AS FOLLOWS:

Article 2 – Owner

Add:

2.1.1 The Owner is:

Tyler County Commissioner's Court  
100 West bluff  
Woodville, Texas 75979

Article 4 – Architect

Add:

4.1.1 The term Architect refers to The LaBiche Architectural Group, Inc., 7999 Gladys Avenue, Suite 101, Beaumont, Texas 77706, acting individually or through any of their associates or representatives duly authorized to act for them.

Article 5 – Subcontractors

Add the following sentence to Subparagraph 5.2.4:

The Architect's and Owner's approval or disapproval of any subcontractor does not relieve Contractor of his responsibility for the performance of the work, nor will the approval of a particular subcontractor be construed as approval of any particular process or material.

Article 7 – Changes in the Work

Add the following to Subparagraph 7.1.1:

In giving instructions to the Contractor, the Architect shall have authority to make minor changes in the work, not involving revisions in the amount of the Contract. Otherwise, except in emergencies endangering life or property, extra work or changes shall be made

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only in pursuance of written orders signed by the Owner; and claims for additions to the Contract Sum shall not be valid unless so ordered

Add the following Subparagraph 7.1.4:

Changes involving revision of the Contract Price shall be effected only on standard forms provided by Architect. The manner of computing adjustments in the Contract Price shall rigidly conform to the following provisions:

- 7.1.4.6 The Contractor shall furnish an itemized breakdown of the quantities and prices used in computing the value of any change requested.
- 7.1.4.7 Any claim for extension of time in connection with extra work will be adjusted at the time of ordering such change.
- 7.1.4.8 Measurements and payments for contracted unit price work: All measurements and payments for unit price work shall be based on completed work performed in strict accordance with the drawings and specifications and on the contract unit price amounts.

Article 13 – Miscellaneous Provisions

Add:

13.9 Control of Materials

13.9.1 If the normal trade practice for manufacturers is to furnish warranties or guarantees for the materials and equipment specified herein, the Contractor shall turn the guarantees and warranties over to the Architect for potential dealing with the manufacturers. The extent of such warranties or guarantees will not be a factor in selecting the successful bidder.

13.9.3 All manufacturing processes are defined as all processes required to change the raw ore or scrap metal into the finished, in-place steel product. The Contractor shall furnish, to the Architect, certified mill test reports on the base metal and producer's certifications on all subsequent manufacturing processes stating compliance with the applicable specification(s) and that all manufacturing processes occurred in the United States. Producer's certifications shall bear the notarized signature of a responsible authorized representative of the producer.

13.10 Differing Construction-site Conditions

13.10.1 During the progress of the work, if subsurface or latent physical conditions are encountered at the site, differing materially from those indicated in the contract, or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the Party discovering such conditions shall promptly notify the Architect in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

13.10.2 Upon written notification, the Architect will promptly investigate the conditions, and if he determines that the conditions materially differ and cause an increase or

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decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing in accordance with Article 7. The Contractor will be notified of the Architect's determination whether or not an adjustment of the contract is warranted.

13.10.3 No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice in accordance with Article 13.3.1.

13.10.4 No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

Article 15

15.5 Approval of Materials

15.5.1 Reference in the specifications to any article, device, product, material, fixture, form or type of construction by name, make or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition; and the Contractor, in such cases, if any, may, at his option, use any article, device, product, material, fixture, for, or type of construction which in the judgement of the Architect expressed in writing is equal to that specified.

15.5 Qualification of Contractors

15.5.1 Attention is called to the fact that a bidder in signing the proposal represents that he has the financial ability and experience to carry the work through its several stages, and unless he can show evidence of such ability, he will not be eligible to receive the award of the Contract. To be eligible for consideration he should be able to show that he has available liquid assets amounting to at least ten percent (10%) of the combined total of his bid plus the amount required for uncompleted work on other contracts held by him at the time of opening the proposals. The Owner reserves the right to award the contract to a person whom he deems qualified by experience and financial responsibility to successfully carry out the work.

15.6 Subletting or Assigning of Contract

15.6.1 The Contractor will not be permitted to assign, sell, transfer, or otherwise dispose of the Contract of any portion thereof, or his rights title or interest therein without the approval of the Architect. In any case, no subcontract will relieve the Contractor of his responsibility under the Contract.

END OF SUPPLEMENTARY GENERAL CONDITIONS