

TYLER COUNTY COMMISSIONERS COURT  
SPECIAL MEETING  
November 24, 2014 ---- 8:30 a.m.

THE STATE OF TEXAS                      ON THIS THE 24th day of November, 2014 the  
Commissioners' Court in and for Tyler County, Texas convened in a Special Meeting at  
the Commissioners' Courtroom in Woodville, Texas, the following members of the Court  
present, to wit:

JACQUES L. BLANCHETTE	COUNTY JUDGE, Presiding
MARTIN NASH	COMMISSIONER, PCT. #1
RUSTY HUGHES	COMMISSIONER, PCT. #2
JACK WALSTON	COMMISSIONER, PCT. #4
DEAN RIVERS	CHIEF DEPUTY COUNTY CLERK, EX OFFICIO

The following were absent: Commissioner Marshall thereby constituting a quorum. In  
addition to the above were:

JACKIE SKINNER	COUNTY AUDITOR
JOE SMITH	CRIMINAL DISTRICT ATTORNEY

A motion was made by **Commissioner Nash** and seconded by **Commissioner Walston**  
to approve the contract with Cox Construction to remodel the **Tyler County Office**  
**Complex** at 200 N. Charlton. All voted yes and none no. SEE ATTACHED

**Commissioner Walston** motioned to increase the **retirement match** from \$1.90 to \$2  
with TCDRS. **Commissioner Nash** seconded the motion. Commissioner Walston stated  
that he wanted look at paying down the debt on the other portion to keep the percentage  
at the same rate, at budget time next year. The difference will be paid in one lump sum.  
The County Auditor reported this was not retroactive. All voted yes and none no.

Executive Session was not held.

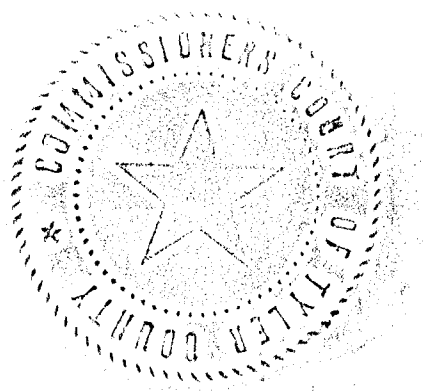
A motion was made by Commissioner Nash and seconded by Commissioner Hughes to  
adjourn the meeting. All voted yes and none no.

THERE BEING NO FURTHER BUSINESS, THE MEETING ADJOURNED: 8:40 a.m.

I, Donece Gregory, County Clerk and ex officio member of the Tyler County  
Commissioners Court, do hereby certify to the fact that the above is a true and correct  
record of the Tyler County Commissioners' Court session held on November 24, 2014.

Witness my hand and seal of office on this the 8th day of December, 2014.

Attest:   
Donece Gregory, County Clerk, Tyler County, Texas



**Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project**

**AGREEMENT** made as of the 4th day of November in the year 2014  
(In words, indicate day, month and year.)

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

Tyler County, Texas  
100 West Bluff St.  
No. 102  
Woodville, Texas 75979  
Telephone Number: 409/283-7362  
Fax Number: 409/283-6305

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

Cox Contractors, Inc.  
P. O. Box 631447  
Nacogdoches, Texas 75964  
936-564-6500  
936 564-8242 fax

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

Tyler County - Office Complex Renovation

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

Goodwin-Lasiter-Strong  
1609 South Chestnut, Suite 202  
Lufkin, Texas 75901  
Telephone Number: 936/637-4900  
Fax Number: 936/637-6330

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.

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

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13	PROTECTION OF PERSONS AND PROPERTY
14	CORRECTION OF WORK
15	MISCELLANEOUS PROVISIONS
16	TERMINATION OF THE CONTRACT
17	OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated October 1, 2014 , and enumerated as follows:

Drawings:

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A4.31	OPENING SCHEDULE AND ELEVATIONS
A4.71	PARTITION TYPES AND DETAILS
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A5.21	INTERIOR ELEVATIONS AND DETAILS
A5.22	FLOOR PATTERN PLAN AND INTERIOR FINISH SCHEDULES
A6.11	BUILDING SECTIONS
M7.11	MECHANICAL PLAN AND DETAILS
M7.21	MECHANICAL SCHEDULES AND DETAILS
P8.11	SANITARY SEWER PLAN AND DETAILS
P8.21	HOT / COLD WATER PLAN AND DETAILS
E9.11	POWER PLAN AND DETAILS
E9.21	REFLECTED CEILING PLAN AND DETAILS
(Table deleted)	
E9.31	ONE-LINE DIAGRAM AND SCHEDULES

SECTION	Specifications: TITLE	PAGES
00033	ADVERTISEMENT AND INVITATION FOR BIDS	1
00100	INSTRUCTIONS TO BIDDERS	5
00300	INFORMATION AVAILABLE TO BIDDERS OWNER PROVIDED DOCUMENTS	1
00410	BID FORM	4
00510	NOTICE OF AWARD	1
00520	NOTICE TO PROCEED	1
00600	PERFORMANCE AND PAYMENT BOND FORMS	1
00701	CONTRACT FORMS AND GENERAL CONDITIONS	1
00811	SUPPLEMENTARY CONDITIONS – AIA	10
00860	INDEX OF DRAWINGS	1
01001	BASIC REQUIREMENTS	14
01085	APPLICABLE STANDARDS	2
01200	PROJECT MEETINGS	1
01700	PROJECT CLOSEOUT	2
02050	DEMOLITION	2
03311	CONCRETE STRUCTURES	7
04101	MORTAR AND ACCESSORIES	3
04700	SIMULATED STONE VENEER	4
05000	METALS	2
(Table deleted)		
05120	STEEL STRUCTURES	5
05901	ALUMINUM ARCHITECTURAL CANOPY	2
06100	ROUGH CARPENTRY	3
06200	FINISH CARPENTRY	3
06220	MILLWORK	5
07190	WATERPROOFING	2
07210	BATT AND BLANKET INSULATION	2
07610	METAL ROOFING	5
07920	SEALANTS AND CAULKING	4
08000	DOORS AND WINDOWS	2
08111	METAL DOORS AND FRAMES	4
08210	RAISED PANEL WOOD DOORS	2

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08522	ALUMINUM WINDOWS AND STOREFRONT	3
08540	LIGHT COMMERCIAL PICTURE WINDOW	4
08700	FINISH HARDWARE	4
08730	WEATHERSTRIPPING	2
08800	GLASS AND GLAZING	2
09000	FINISHES	2
09260	GYPSUM BOARD ASSEMBLIES	
09314	CERAMIC TILE	6
09512	ACOUSTICAL SUSPENDED CEILINGS	3
09650	RESILIENT FLOORING	4
09651	RESILIENT TILE FLOORING	5
09901	PAINTS AND COATINGS	10
09952	FIBERGLASS REINFORCED PANELS	2
10400	IDENTIFYING DEVICES	2
10520	EXTINGUISHER CABINET	2
10800	TOILET ACCESSORIES	2
12493	HORIZONTAL LOUVER BLINDS	3
13070	BULLET RESISTANT INTERIOR TRANSACTION WINDOW ASSEMBLY	3
15010	MECHANICAL	11
15063	COPPER TUBING FOR WATER PIPE	3
15064	PEX-B TUBING FOR WATER PIPE	4
15065	PEX-A TUBING FOR DOMESTIC WATER PIPING	4
15150	SANITARY WASTE AND VENT PIPING	2
15181	TV INSPECTION OF SEWER PIPELINES	2
15440	PLUMBING FIXTURES	2
15551	HEATING, VENTILATION AND AIR CONDITIONING	8
15890	METAL DUCTWORK AND AIR DISTRIBUTION	7
16100	ELECTRICAL SERVICE AND DISTRIBUTION	5
16500	LIGHTING	2
16722	DATA AND TELEPHONE CABLE PLANT	14

.3 addenda prepared by the Architect as follows:

Number	Date	Pages
1	10-23-14	5
2	10-30-14	7

.4 written orders for changes in the Work issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:

**ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement of the Work shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work, no later than ( ) calendar days from the date of commencement, subject to adjustment as provided in Article 10 and Article 11.  
(Insert the date of commencement, if it differs from the date of this Agreement.)

Date of Commencement and Substantial Completion will be stated in a Notice to Proceed.

**ARTICLE 3 CONTRACT SUM**

§ 3.1 Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

One million, one hundred twenty five thousand dollars and zero cents (\$ 1,125,000.00 )

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§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:  
(Itemize the Contract Sum among the major portions of the Work.)

Portion of Work	Value
-----------------	-------

§ 3.3 Unit prices, if any, are as follows:  
(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Flooring Prep	Sq. Ft.	\$0.82

§ 3.4 Allowances included in the Contract Sum, if any, are as follows:  
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
Owner's Contingency	\$10,000.00
Utility Connections	\$5,000.00

§ 3.5 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and 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.)

- Alternate 1:** Add all work necessary for the County Commissioner's Office Suite. Stair 113 is included as a part of this alternate.
- Alternate 2:** Add all work necessary for the Justice-of-the Peace Office Suite and Courtroom. The Full length of the 2-hour rated partition adjacent to the Warehouse shall be a part of this alternate.
- Alternate 3:** Add all work necessary for the Warehouse.
- Alternate 4:** Add all work necessary for the new façade work, including the demolition of the existing canopy per the drawings. New gutter and downspouts as noted at 2/A5.11 shall be included in this alternate.
- Alternate 5:** Add all work necessary for the repainting of the existing façade per the drawings.
- Alternate 6:** Add R-19 unfaced-batt insulation to the existing roof and the west exterior wall, down to the top of the CMU. Insulation will be the width required to fill the cavity and shall be strapped per the project manual.

§ 3.6 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

#### ARTICLE 4 PAYMENT

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:  
(Insert below timing for payments and provisions for withholding retainage, if any.)

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

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§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifteenth (15) day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Thirtieth (30) day of the following 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 Forty-five ( 45 ) days after the Architect receives the Application for Payment.

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

§ 4.1.4 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.

§ 4.1.5 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.

§ 4.1.6 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 five percent ( 5 %). 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 five percent ( 5 %);
- .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.

§ 4.1.7 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 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.

§ 4.1.9 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.

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§ 4.1.10 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:

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

%

#### ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall provide Contractor's general liability and other insurance as follows:  
(Insert specific insurance requirements and limits.)

Type of insurance	Limit of liability (\$0.00)
As noted at Project Manual Section 00811	

§ 5.2 The Owner shall provide property insurance to cover the value of the Owner's property, including any Work provided under this Agreement. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under Section 8.12.

§ 5.4 Each party shall provide certificates of insurance showing their respective coverages prior to commencement of the Work.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents and employees, each of the other; and (2) the Architect, Architect's consultants and any of their agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance or other insurance applicable to the Work.

#### ARTICLE 6 GENERAL PROVISIONS

##### § 6.1 THE CONTRACT

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

##### § 6.2 THE WORK

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

##### § 6.3 INTENT

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

##### § 6.4 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

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**ARTICLE 7 OWNER**

**§ 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.

**§ 7.2 OWNER'S RIGHT TO STOP THE WORK**

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

**§ 7.3 OWNER'S RIGHT TO CARRY OUT THE WORK**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

**§ 7.4 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

§ 7.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

**ARTICLE 8 CONTRACTOR**

**§ 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Architect.

**§ 8.2 CONTRACTOR'S CONSTRUCTION SCHEDULE**

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

**§ 8.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

§ 8.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

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#### § 8.4 LABOR AND MATERIALS

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

#### § 8.5 WARRANTY

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

#### § 8.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.

#### § 8.7 PERMITS, FEES AND NOTICES

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

#### § 8.8 SUBMITTALS

The Contractor shall promptly review, approve in writing and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

#### § 8.9 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

#### § 8.10 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

#### § 8.11 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials.

#### § 8.12 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

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## ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 The Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request from either the Owner or Contractor.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

## ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing. If the Owner and Contractor can not agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall carry out such orders promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

## ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

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## ARTICLE 12 PAYMENTS AND COMPLETION

### § 12.1 CONTRACT SUM

The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### § 12.2 APPLICATIONS FOR PAYMENT

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

### § 12.3 CERTIFICATES FOR PAYMENT

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part.

### § 12.4 PROGRESS PAYMENTS

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

### § 12.5 SUBSTANTIAL COMPLETION

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Work or designated portion thereof is substantially complete, the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

### § 12.6 FINAL COMPLETION AND FINAL PAYMENT

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

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§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

#### ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

#### ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

#### ARTICLE 15 MISCELLANEOUS PROVISIONS

##### § 15.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

##### § 15.2 TESTS AND INSPECTIONS

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections or approvals that do not become requirements until after the Contract is executed.

##### § 15.3 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

#### ARTICLE 16 TERMINATION OF THE CONTRACT

##### § 16.1 TERMINATION BY THE CONTRACTOR

If the Architect fails to certify payment as provided in Section 12.3 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 12.4.1 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

##### § 16.2 TERMINATION BY THE OWNER FOR CAUSE

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

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- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

**§ 16.3 TERMINATION BY THE OWNER FOR CONVENIENCE**

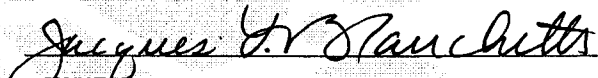
The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

**ARTICLE 17 OTHER TERMS AND CONDITIONS**

*(Insert any other terms or conditions below.)*

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

*(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)*

  
 OWNER (Signature)  
 Jacques Blanchette,  
 Tyler County Judge  
 \_\_\_\_\_  
*(Printed name, title and address)*

\_\_\_\_\_  
 CONTRACTOR (Signature)  
 Sandy Cox President  
 Cox Contractors, Inc.  
 \_\_\_\_\_  
*(Printed name, title and address)*  
 LICENSE NO.:  
 JURISDICTION:

Init.

**Additions and Deletions Report for**  
**AIA® Document A105™ – 2007**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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**PAGE 1**

**AGREEMENT** made as of the 4th day of November in the year 2014

...

Tyler County, Texas  
100 West Bluff St.  
No. 102  
Woodville, Texas 75979  
Telephone Number: 409/283-7362  
Fax Number: 409/283-6305

...

Cox Contractors, Inc.  
P. O. Box 631447  
Nacogdoches, Texas 75964  
936-564-6500  
936 564-8242 fax

...

Tyler County - Office Complex Renovation

...

Goodwin-Lasiter-Strong  
1609 South Chestnut, Suite 202  
Lufkin, Texas 75901  
Telephone Number: 936/637-4900  
Fax Number: 936/637-6330

**PAGE 2**

- .2 the drawings and specifications prepared by the Architect, dated October 1, 2014, and enumerated as follows:

Drawings:

**INDEX OF DRAWINGS**

<b><u>SHEET</u></b>	<b><u>TITLE</u></b>
<u>TS</u>	<u>TITLE SHEET</u>
<u>G1</u>	<u>GENERAL NOTES AND LEGENDS</u>

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A4.01	DEMOLITION PLAN
A4.11	ARCHITECTURAL FIRST FLOOR PLAN
A4.12	ARCHITECTURAL SECOND FLOOR PLAN
A4.21	ENLARGED PLANS AND DETAILS
A4.31	OPENING SCHEDULE AND ELEVATIONS
A4.71	PARTITION TYPES AND DETAILS
A5.11	EXTERIOR ELEVATIONS
A5.21	INTERIOR ELEVATIONS AND DETAILS
A5.22	FLOOR PATTERN PLAN AND INTERIOR FINISH SCHEDULES
A6.11	BUILDING SECTIONS
M7.11	MECHANICAL PLAN AND DETAILS
M7.21	MECHANICAL SCHEDULES AND DETAILS
P8.11	SANITARY SEWER PLAN AND DETAILS
P8.21	HOT / COLD WATER PLAN AND DETAILS
E9.11	POWER PLAN AND DETAILS
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Number	Title	Date
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...  
Owner's Contingency \$10,000.00  
Utility Connections \$5,000.00  
...

- Alternate 1:** Add all work necessary for the County Commissioner's Office Suite. Stair 113 is included as a part of this alternate.
- Alternate 2:** Add all work necessary for the Justice-of-the Peace Office Suite and Courtroom. The Full length of the 2-hour rated partition adjacent to the Warehouse shall be a part of this alternate.
- Alternate 3:** Add all work necessary for the Warehouse.
- Alternate 4:** Add all work necessary for the new façade work, including the demolition of the existing canopy per the drawings. New gutter and downspouts as noted at 2/A5.11 shall be included in this alternate.
- Alternate 5:** Add all work necessary for the repainting of the existing façade per the drawings.
- Alternate 6:** Add R-19 unfaced-batt insulation to the existing roof and the west exterior wall, down to the top of the CMU. Insulation will be the width required to fill the cavity and shall be strapped per the project manual.

...  
**§ 4.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**§ 4.1.3** Provided that an Application for Payment is received by the Architect not later than the Fifteenth (15) day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Thirtieth (30) day of the following 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 Forty-five ( 45 ) days after the Architect receives the Application for Payment.  
*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 4.1.4** 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.

**§ 4.1.5** 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.

**§ 4.1.6** 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 five percent ( 5 %). 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;

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- .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 five percent ( 5 %);
- .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.

§ 4.1.7 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 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.

§ 4.1.9 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.

§ 4.1.10 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:

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As noted at Project Manual Section 00811

PAGE 13

Jacques Blanchette,  
Tyler County Judge

Sandy Cox, President  
Cox Contractors, Inc.

## **Certification of Document's Authenticity**

AIA® Document D401™ – 2003

I, Kenneth M. Jones, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:27:01 on 11/05/2014 under Order No. 6572631221\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A105™ – 2007, Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*

Fifty Dollars (\$250.00) per calendar day for every day's delay in finishing the Work in excess of the number of working days prescribed; and the Contractor hereby agrees that said sum shall be deducted from monies due the contractor under the contract or if no money is due the Contractor, the Contractor hereby agrees to pay to the Owner as liquidated damages, and not by way of penalty, such total sum as shall be due for such delay, computed as aforesaid.

ITEM 16: REFER TO ARTICLE 9, PAYMENTS AND COMPLETION:

9.4 CERTIFICATES FOR PAYMENT

Sub-paragraph 9.4.1 is modified as follows:

In line 3 after the words, "properly due", add "less 5% retainage".

ITEM 17: REFER TO ARTICLE 10, PROTECTION OF PERSONS AND PROPERTY:

10.3 HAZARDOUS MATERIALS

Add sub-paragraph 10.3.7 ASBESTOS:

Any asbestos containing materials found during the course of the work by the Contractor or any sub-contractor shall be promptly reported in writing to the Owner and the Architect. The General Contractor and all sub-contractors shall NOT install any asbestos containing materials in any part of this project. The General Contractor shall furnish written certification signed and notarized, to the Owner and the Architect, at the completion of the project that NO asbestos containing materials were used or installed as a part of this Project. In such case that the contractor provides or installs materials manufactured by others, the contractor shall furnish written certification signed and notarized by the manufacturer that NO asbestos containing materials were used or installed as a part of this project.

ITEM 18: REFER TO ARTICLE 11, INSURANCE AND BONDS:

11.1 CONTRACTOR'S LIABILITY INSURANCE:

Add sub-paragraph 11.1.5

The Contractor shall not commence work under this Contract or allow any Sub-contractor to commence work until he has obtained all the insurance required under this section and duly executed certificates of such insurance have been filed with the Owner and the Architect and approved by the Owner, including certifications for each sub-contractor or sub-sub-contractor working on the job.

Add sub-paragraph 11.1.6

WORKER'S COMPENSATION INSURANCE. All Contractors, including sub-contractors, shall take out and maintain during the life of his contract Worker's Compensation Insurance for all of his employees engaged at the site of the work, in accordance with the Statutes of the State where the construction takes place, and any other applicable laws, including Employer's Liability, with a limit of at least \$500,000.00/\$500,000/\$500,000.

Add sub-paragraph 11.1.7

COMMERCIAL GENERAL LIABILITY INSURANCE. The Contractor shall take out and maintain during the life of his contract Commercial General Liability Insurance with limits of \$1,000,000

General Aggregate, \$1,000,000 Products - Completed Operation Aggregate, \$1,000,000 Personal and Advertising Injury, \$1,000,000 Each Occurrence, \$50,000 Fire Damage, and \$5,000 Medical Payments.

Add sub-paragraph 11.1.8

**BUSINESS AUTOMOBILE LIABILITY INSURANCE.** The Contractor shall take out and maintain the life of his contract Business Automobile Liability of at least \$500,000. Combined single limit per occurrence, including coverage for all owned, non-owned, and hired vehicles.

Add sub-paragraph 11.1.9

**OWNER'S & CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE.** The Contractor shall take out in the Name of the Owner and maintain the life of his contract, Owner's and Contractor's protective Insurance with an Endorsement to the policy to insure as additional insured, the Architect, in the amount of \$1,000,000 General Aggregate, \$1,000,000 Each Occurrence.

Add sub-paragraph 11.1.10

**BUILDER'S RISK -** Delete Paragraph 11.3.1 and add: The work is entirely at the Contractor's risk until it is accepted by the Owner, and the Contractor will be held liable for its safety to the amount of money paid by the Owner on account of same. The Contractor shall take out All Risk Builder's Risk Insurance on 100% of the insurable portion of the project for the benefit of the Owner, the Architect, the Contractor and all Subcontractors as their interest may appear; for loss on an All Risk to include fire, lightning, water, windstorm, hurricane, hail, explosion, collapse, riot, civil commotion, theft, smoke, aircraft, land vehicles, vandalism, malicious mischief - including structures, materials, and equipment.

The Contractor shall coordinate with the Owner Builder's Risk coverage and expiration time to assure that coverage by the Contractor remains in effect until the Owner has insurance coverage on the building. The responsibility of coordinating insurance coverage shall be the Contractor's.

Builder's Risk coverage shall include payments to the Architect/Engineer for services to restore damaged construction to initial condition prior to damage.

Wherever insurance is written with stipulated deductible amounts under the terms of the policy, the Contractor shall pay the deductible amounts to provide full 100% insurance coverage in all cases.

Builder's Risk Policies shall contain the following paragraph:

Subrogation: This insurance shall not be invalidated should the named insured waive in writing prior to a loss any right of recovery against any party for loss occurring to the property described.

Add sub-paragraph 11.1.11

The contractor shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted or limited until fifteen (15) days after the Owner and Architect have received written notice as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcripts from the proper office of the Insurer, evidencing in particular

those insured, the extent of the insurance, the location, and the operations to which the insurance applies, the expiration date, and the above-mentioned Notice of Cancellation Clause.

ITEM 19: REFER TO ARTICLE 11, INSURANCE AND BONDS:

Add sub-paragraph 11.2.2

OWNER-FURNISHED MATERIALS OR EQUIPMENT - The Owner shall take out and maintain "Installation Floater" Insurance on all Owner-Furnished Materials and Equipment.

ITEM 20: REFER TO ARTICLE 11 INSURANCE AND BONDS:

11.3 PROPERTY INSURANCE

Delete the second sentence in sub-paragraph 11.3.1

ITEM 21: REFER TO ARTICLE 11, INSURANCE AND BONDS:

11.4 PERFORMANCE BOND AND PAYMENT BOND

Sub-paragraph 11.4.1 is deleted and substituted as follows:

The Owner will require the Contractor to furnish bond of 100% of the amount of the Contract Price, covering faithful performance of the Contract and the payment of all obligations arising thereunder in such a form as the Owner may prescribe and with such securities as he may approve. The bond guaranteeing the performance of this Contract shall be given in compliance with the laws of the State of Texas or the State wherein the project is located. The Contractor shall furnish a bond with an approved surety company authorized to do business in the State of Texas or the State wherein the project is located. Incorporated in the bonds must be the following: "This bond is given in compliance with the Laws of the State of Texas. The bond shall be written in favor of the Owner. After review of the Architect, the Contractor shall file the bonds with the Circuit Clerk and Recorder of the County or Parish in which the work to be performed is located. Contractor shall obtain from the Circuit Clerk Certificates as evidence that the bonds have been approved and filed with the Clerk and said certificates shall be filed with the Architect. The Premium for the required bond shall be paid by the Contractor. The obtaining, by the Contractor, of the bond shall be a condition precedent to the effectuation of the Contract between Owner and Contractor.

ITEM 22: REFER TO ARTICLE 13, MISCELLANEOUS PROVISIONS:

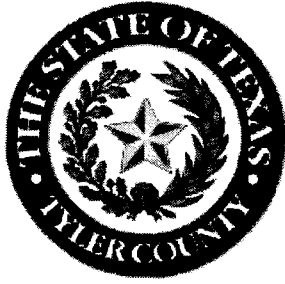
13.4 RIGHTS AND REMEDIES

Add sub-paragraph 13.4.3:

These specifications are separated into various sections. These Divisions, however, shall not be construed to imply that Architect shall act as arbiter to establish sub-contract and jurisdiction limits between Contractor and Sub-contractor and crafts.

Add sub-paragraph 13.4.4

Contractors and Sub-contractors are warned that these Specifications includes a complete system. Sub-contractors shall familiarize themselves with the entire Specifications and include work coming under their particular division heading or called for elsewhere in the Specifications. The work under each respective heading in the following Specifications is subject to the General



# TYLER COUNTY COMMISSIONERS COURT

County Courthouse, Room 101 / Woodville, Texas

Monday  
November 24, 2014  
8:30 AM

MARTIN NASH  
Commissioner, Pct. 1

RUSTY HUGHES  
Commissioner, Pct. 2

JACQUES L. BLANCHETTE  
County Judge

MIKE MARSHALL  
Commissioner, Pct. 3

JACK WALSTON  
Commissioner, Pct. 4

**NOTICE** Is hereby given that a *Special Meeting* of the Tyler County Commissioners Court will be held on the date stated above, at which time the following subjects will be discussed;

## Agenda

*"to get something you've never had, you've got to do something you've never done" Anonymous*

### ➤ CALL TO ORDER

- Establish quorum ~~All Present~~ M. Marshall absent kick davis - Cox const.  
Joe Smith

### I. CONSIDER/APPROVE

**A. Contract with Cox Construction** for remodeling of property located at 200 N. Charlton- M. Nash

M. N. and J. W. approve contract

**B. Increase of Retirement match (TCDRS)- M. Nash**

2 County match implemented by dec. 15th J.W. and R.H.  
all yes no no

### II. EXECUTIVE SESSION

Consult with District Attorney and/or his legal staff in executive session held in accordance with Texas Government Codes 555.071(1)(A), (2) regarding pending and/or contemplated litigation, and/or 551.074, regarding personnel matters, and/or property acquisition.

### ➤ ADJOURN

I do hereby certify that the above Notice of Meeting of the Tyler County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice at the Tyler County Courthouse in a place readily accessible to the general public at all times and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting, as is required by Section 551.002 & 551.041.

Executed on \_\_\_\_\_ 2014 Time \_\_\_\_\_

Donece Gregory, County Clerk/Ex Officio Member of Commissioners Court

By: \_\_\_\_\_ (Deputy)

M. N. self-adjourned 8:35  
R.H.