

 **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 Twenty-sixth day of January in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

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

Tyler County Commissioners Court
100 West Bluff St
Woodville, TX 75979
409-283-3652

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

Tim Marsh
240 S. Main St, Ste#2
Vidor, TX 77662
409-769-0459

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

#24029 Tyler County - Entry Restoration
100 West Bluff
Woodville, TX
Historic restoration of entry doors to Tyler County Courthouse.

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

Dohn H. LaBiche, FAIA
7999 Gladys Avenue, Suite 101
Beaumont, TX 77706
(409) 860-0197

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 to or deleted from the original AIA text.

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

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

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

- 9 ENUMERATION OF CONTRACT DOCUMENTS**

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 (100) calendar days from the date of commencement of the Work.
- By the following date:

AIA Document A101 – 2017. Copyright © 1916, 1918, 1925, 1937, 1951, 1958, 1981, 1983, 1987, 1974, 1977, 1997, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:57:03 CST on 01/29/2023 under Subscription No.20250098887 which expires on 02/09/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail doctrn@aiacontracts.com.
User Note: (8977a742f674a8ea4772925)

§ 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
-----------------	-----------------------------

§ 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 and Sixty-Two Thousand Five Hundred Dollars and Zero Cents (\$ 162,500.00), 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
------	-------

§ 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
------	-------	---------------------------

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

Item	Price
------	-------

§ 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)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any:

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

\$400.00 for each consecutive calendar day past date of completion shown on the Notice to Proceed.

§ 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.)

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.)

AIA Document A101-2017. Copyright © 1916, 1918, 1925, 1937, 1951, 1958, 1981, 1983, 1987, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 18:57:03 CST on 01/26/2026 under Subscription No.20250098887 which expires on 02/06/2026. It is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail doctrinfo@aiacontracts.com.

User Notes:

(8877a742674e6aa4772926)

§ 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.)*

0.00 % 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.)*

N/A

§ 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

AIA Document A101-2017. Copyright © 1916, 1918, 1928, 1937, 1961, 1968, 1981, 1983, 1987, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 18:57:03 CST on 01/28/2020 under subscription No. 20250098887 which expires on 02/08/2028, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents' Terms of Service. To report copyright violations, e-mail doctrinfo@aiacontract.com.
User Notes:

(697a742fe74a8ea4772926)

§ 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 Milton Powers
Tyler County Commissioners Court
100 West Bluff, Room #105
Woodville, Texas 75979
409.283.2141
judge@co.tyler.tx.us

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

Tim Marsh
240 S. Main St, Ste#2
Vidor, TX 77662
409-769-0459
office@marshwaterproofing.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 a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, 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:

AIA Document A104 - 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1981, 1983, 1987, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 18:57:03 GST on 01/28/2028 under Subscription No.20250090887 which expires on 02/06/2028, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notice:

(6977a742674e6eaf4772928)

- .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

.5 Drawings

Number	Title	Date
Exhibit B	Index of Drawings	09.26.2025

.6 Specifications

Section	Title	Date	Pages
Exhibit C	Table of Contents	09.26.2025	3

.7 Addenda, if any:

Number	Date	Pages
No. 1	01.05.2026	2

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
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.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)

BY: Judge Milton Powers - Tyler County

(Printed name and title)

Tim Marsh

CONTRACTOR (Signature)

BY: Tim Marsh, President

(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: (812) 305-9000 / Fax: (812) 305-8900

Exhibit A
 ENTRY RESTORATION FOR
 TYLER COUNTY COURTHOUSE

EXHIBIT "A"

INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required hereunder and certificates of such insurance have been filed and approved. Insurance carriers must be licensed to do business in Texas and must have minimum best rating of A and category size of VIII. The contractor shall provide and maintain, until the work covered is completed and accepted by TYLER COUNTY COMMISSIONER'S COURT, the minimum insurance coverage as follows:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
1. Worker's Compensation Employer's Liability	Statutory \$500,000/\$500,000/\$500,000
2. Commercial General Liability General-Aggregate	\$2,000,000
Products/Completed Operation	\$1,000,000
Personal Injury and Advertising	\$1,000,000
Each Occurrence	\$1,000,000
3. Comprehensive Automobile Liability (Including hired and non-owned)	\$ 500,000 (Combined Single Limit)
4. Owners and Contractors Protective Liability Policy shall be provided where new construction and extensive remodeling is involved with the named insured as the TYLER COUNTY COMMISSIONER'S COURT .	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000

ENDORSEMENTS:

- Regarding above items 2 and 3, the contractor is required to furnish endorsements naming the **TYLER COUNTY COMMISSIONER'S COURT** as **Additional Insured**.
- Regarding above items 1, 2 and 3, the contractor is required to furnish waivers of subrogation for the **TYLER COUNTY COMMISSIONER'S COURT**.
- Contractor is obligated to have insurers furnish certificates of insurance naming the **TYLER COUNTY COMMISSIONER'S COURT**, Certificate Holder.
- Each liability policy shall provide a cross-liability or severability of interest clause clarifying that, except with respect to the coverage limits, insurance applies to each insured as though a separate policy were issued to each.
- The Contractor shall maintain such insurance in force during the life of the Contract and no modification or change of insurance provision shall be made without thirty (30) days written advance notices to the certificate holders.

Builder's Risk Insurance: Where **new construction and extensive remodeling** is involved, the Contractor shall obtain at his own expense, Builder's Risk Insurance against the perils of fire and extended coverage, including vandalism and malicious mischief. The policy issued in the name of the Contractor shall also name his subcontractors, the **TYLER COUNTY COMMISSIONER'S COURT** as insured and state coverage for the described construction project for a limit of liability of at least the construction cost or consideration described in the construction contract. The policy shall have endorsements as follows: ***This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises.***

ENTRY RESTORATION FOR
TYLER COUNTY COURTHOUSE

PLEASE NOTE:

Wording of the endorsement to be placed in the "Description of Operations" box of the Insurance certificates:

"TYLER COUNTY COMMISSIONER'S COURT are named additional insured on General Liability and Automobile Liability with waiver of subrogation on all including Workers Compensation".

END OF INSURANCE REQUIREMENTS

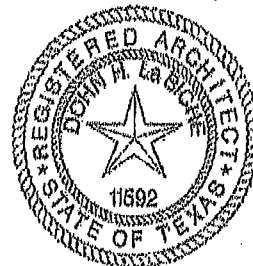
EXHIBIT B
ENTRY RESTORATION FOR
TYLER COUNTY COURTHOUSE

INDEX OF DRAWINGS

ARCHITECTURAL

- A1.0 FLOOR PLANS
- A2.0 ELEVATIONS, SCHEDULES & DETAILS
- A3.0 DOOR DETAILS
- A3.1 DOOR DETAILS

END OF INDEX OF DRAWINGS



Donn M. La Biche

09.26.25

EXHIBIT C
 ENTRY RESTORATION FOR
 TYLER COUNTY COURTHOUSE

TABLE OF CONTENTS

**TO BE RETURNED
 WITH OFFER**

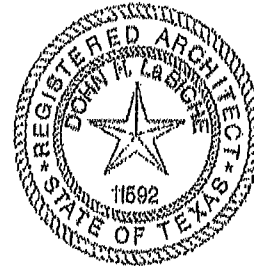
LEGAL NOTICE	
PROPOSAL TABLE OF CONTENTS	
INSTRUCTIONS TO PROPOSERS	
SPECIAL REQUIREMENTS / INSTRUCTIONS	
MINIMUM SPECIFICATIONS	
OFFER TO CONTRACT	X
PROPOSAL FORM	X
VENDOR REFERENCES	X
SIGNATURE PAGE	X
CONFLICT OF INTEREST QUESTIONNAIRE	X
CONFLICTS DISCLOSURE STATEMENT	X
GOOD FAITH EFFORT DETERMINATION CHECKLIST	X
NOTICE OF INTENT TO SUBCONTRACT WITH HUB'S	X
HUB SUBCONTRACTING PARTICIPATION DELARATION FORM	X
RESIDENCE CERTIFICATION / TAX FORM	X
PROPOSAL AFFIDAVIT	X
AGREEMENT BETWEEN OWNER AND CONTRACTOR (AIA A101-2017)	
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION (AIA A201-2017)	
SUPPLEMENTARY GENERAL CONDITIONS	
INSURANCE REQUIREMENTS	
BID BOND	X
PAYMENT BOND	
PERFORMANCE BOND	
INDEX OR DRAWINGS	

Division	Section Title	Pages
----------	---------------	-------

PROCUREMENT AND CONTRACTING DOCUMENTS GROUP

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

000497	GENERAL CONTRACTOR QUALIFICATION STATEMENT	1
000498	SUBCONTRACTOR QUALIFICATION STATEMENT	1
000499	CONTRACTOR EVALUATION	2



Denny H. LaRiche

09.26.25

1

ENTRY RESTORATION FOR
TYLER COUNTY COURTHOUSE

SPECIFICATIONS GROUP

General Requirements Subgroup

DIVISION 01 - GENERAL REQUIREMENTS

010100	SUMMARY OF WORK	3
010300	SPECIAL CONDITIONS	3
010410	PROJECT COORDINATION	2
010450	CUTTING AND PATCHING	3
011200	REHABILITATION PROJECT PROCEDURES	3
012100	ALLOWANCES	2
012500	SUBSTITUTION PROCEDURES	4
012600	CONTRACT MODIFICATION PROCEDURES	3
012900	PAYMENT PROCEDURES	4
013100	PROJECT MANAGEMENT AND COORDINATION	7
013200	CONSTRUCTION PROGRESS DOCUMENTATION	4
013300	SUBMITTAL PROCEDURES	10
014000	QUALITY REQUIREMENTS	7
014200	REFERENCES	13
015000	CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS	4
016000	PRODUCT REQUIREMENTS	7
017300	EXECUTION	5
017419	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	2
017700	CLOSEOUT PROCEDURES	5
017823	OPERATION AND MAINTENANCE DATA	6
017839	PROJECT RECORD DOCUMENTS	4
019000	THE SECRETARY OF THE INTERIOR'S STANDARDS FOR RESTORATION	1

Facility Construction Subgroup

DIVISION 02 - EXISTING CONDITIONS

024119	SELECTIVE DEMOLITION	4
--------	----------------------	---

DIVISION 03 - CONCRETE
NOT USED

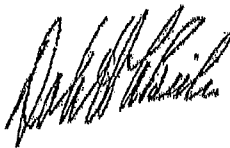
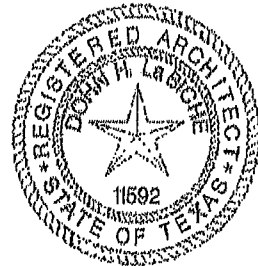
DIVISION 04 - MASONRY
NOT USED

DIVISION 05 - METALS
NOT USED

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

061000	ROUGH CARPENTRY	7
062000	FINISH CARPENTRY	4

TABLE OF CONTENTS

09.26.25

2

ENTRY RESTORATION FOR
TYLER COUNTY COURTHOUSE

DIVISION 07 -- THERMAL AND MOISTURE PROTECTION
079000 JOINT SEALANTS

4

DIVISION 8 - DOORS AND WINDOWS

085200 REPLICA HISTORIC WOOD WINDOWS & DOORS
085688 INTERIOR INSULATING WINDOWS
087100 FINISH HARDWARE
088000 GLAZING

4

4

11

10

DIVISION 09 -- FINISHES

092000 INTERIOR GYPSUM PLASTER
092401 PORTLAND CEMENT PLASTER (STUCCO) RESTORATION
~~092401.1 PLASTER ANALYSIS REPORT~~
092900 GYPSUM BOARD
099113 EXTERIOR PAINTING
099123 INTERIOR PAINTING

3

9

11

5

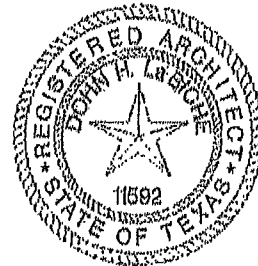
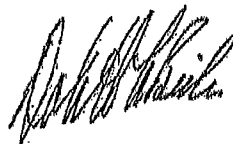
9

11

DIVISION 10 -- 33
NOT USED

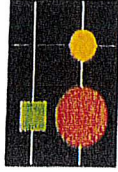
END OF TABLE OF CONTENTS

TABLE OF CONTENTS



09.26.25

3



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

January 5, 2026

ADDENDUM NO. 1

**PROJECT # - Tyler County Courthouse – Entryway Restoration
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

Request for Bids

1. Delete Bid Date of January 28, 2026.
Bids will be received:

DUE DATE/TIME:

January 22, 2026 by 10:00 AM

MAIL OR DELIVER TO:

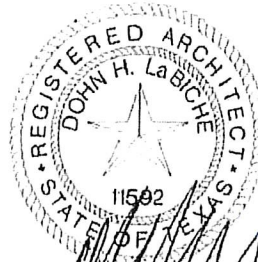
**County Auditor Office
100 West Bluff, Room 110
Woodville, Texas 75979**

ELECTRONIC BID:

tylercountymbid.ionwave.net

DRAWINGS

None



[Handwritten signature]
1/5/26

End of Addendum No. 1



OFFICE OF THE COUNTY AUDITOR, TYLER COUNTY
Jackie Skinner, County Auditor

100 W. Bluff, Room #110, Woodville, Texas 75979 409-283-3652 Fax 409-283-6305

LEGAL NOTICE
Advertisement for Invitation for Proposals

Proposal ID # 12182025

Notice is hereby given that sealed proposals will be accepted by the Tyler County Commissioners Court for **ID# 12182025, ENTRY RESTORATION FOR TYLER COUNTY COURTHOUSE. Construction Documents for this project may be obtained from the office of The LaBiche Architectural Group, Inc. by calling 409-860-0197 for access to the online drawings and specifications.**

Proposals are to be sealed and addressed to the office of the County Auditor with the proposal number and name marked on the outside of the envelope. Proposers shall forward an original and two (2) copies of their proposal to the address shown below, or by electronic bid at tylercountybid.ionwave.net. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and read aloud in the Tyler County Commissioner's Court at the time and date below. Proposers are invited to attend the sealed proposal opening.

PROPOSAL NAME: ENTRY RESTORATION FOR TYLER COUNTY COURTHOUSE
PROPOSAL NO: # 12182025
DUE DATE/TIME: January 22, 2026 by 10:00 AM
MAIL OR DELIVER TO: County Auditor Office
100 West Bluff, Room 110
Woodville, Texas 75979
ELECTRONIC BID: tylercountybid.ionwave.net

There will be a pre-proposal conference and walk-through at January 13, 2026 at 1:30 PM at the Tyler County Courthouse, Commissioner's Courtroom 100 W. Bluff, Woodville, Texas 75979.

Within ten (10) days after the date of the signing of a contract, the proposer shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars (\$100,000). If the contract is for one hundred thousand dollars (\$100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

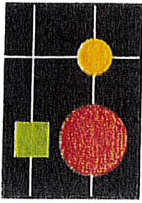
Any questions relating to these requirements should be directed to the office of the Architect.

Tyler County encourages Disadvantaged Business Enterprises to participate in the proposal process. Tyler County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at (409) 283-3652 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Tyler County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Tyler County.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this proposal.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Jackie Skinner
County Auditor
Tyler County, Texas
Published: December 25, 2025 & January 1, 2026



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
www.labiche.com

January 26, 2026

Judge Milton Powers
Tyler County Commissioners Court
100 W Bluff, RM #105
Woodville, TX 75979

Re: Entry Restoration for Tyler Co Courthouse

Dear Judge Powers:

ARCHITECTURE

PROJECT
CONSULTING

PLANNING

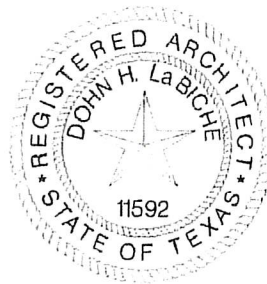
INTERIOR
DESIGN

Upon examination of the bids received on January 22, 2026, for the above referenced project, we have determined Marsh Waterproofing of Vidor, Texas to be the low bidder for your project. We have examined their qualifications and Bid documents. It is our suggestion that the contract be awarded to Marsh Waterproofing in the amount of One Hundred Sixty-Two Thousand Five Hundred Dollars and Zero Cents (\$162,500.00). We have past experience in working with this company and have experienced successful working relationships in the past.

Upon your approval we will begin to gather the required documents: Payment & Performance Bonds, Schedule of Values, Insurance, work schedule, etc. Upon receiving these documents from the Contractor, we will issue a Notice to Proceed. We look forward to beginning this project and working with you and Tyler County staff. If there are any questions or you need further information, please notify my office.

Sincerely,

Dohn H. LaBiche, FAIA
DHL/bo



APPROVAL

Name (print): Judge Milton Powers

Signature: Date: 3-10-2026

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 1

PROJECT:

APPLICATION DATE:

Tyler County Courthouse Entry Restoration

PERIOD TO:

ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed And Stored To Date (D + E + F)	H % (G/C)	I Balance To Finish (C - G)	J Retainage (If Variable Rate)
			D From Previous Application (D + E)	E This Period					
1	General Requirements	6,000.00						6,000.00	
2	Demo	5,000.00						5,000.00	
3	Carpentry	11,000.00						11,000.00	
4	Joint Sealants	4,000.00						4,000.00	
5	Replica Historic Doors	46,500.00						46,500.00	
6	Interior Insulating Windows	40,000.00						40,000.00	
7	Finish Hardware	12,000.00						12,000.00	
8	Glazing	10,000.00						10,000.00	
9	Interior Plaster	11,000.00						11,000.00	
10	Painting	17,000.00						17,000.00	
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
SUBTOTALS PAGE 2		162,500.00						162,500.00	

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 1

PROJECT:
Tyler County Courthouse Entry Restoration

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
29									
30									
31									
32									
33									
34									
35									
36									
37									
38									
39									
40									
41									
42									
43									
44									
45									
46									
47									
48									
49									
50									
51									
52									
53									
54									
55									
56									
SUBTOTALS PAGE 3		162,500.00						162,500.00	