



AIA® Document A101™ – 2007

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

AGREEMENT made as of the Fourteenth day of August in the year Two Thousand Seventeen

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

CITY OF SUGAR LAND, TEXAS
2700 TOWN CENTER BLVD. NORTH
SUGAR LAND, TX 77479

and the Contractor:

(Name, legal status, address and other information)

LDF CONSTRUCTION, INC.
25275 BUDDE RD., STE. 6
SPRING, TX 77380-2287

for the following Project:

(Name, location and detailed description)

AIRPORT MAINTENANCE FACILITY, PROJECT NO. AP1601
SUGAR LAND REGIONAL AIRPORT
12888-B HWY. 6 SOUTH
SUGAR LAND, TX 77498

The Architect:

(Name, legal status, address and other information)

EDWARDS ASSOCIATES, PLLC
9301 SW FWY., STE. 350
HOUSTON, TX 77074

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

The Owner and Contractor agree as follows.

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User Notes:

(1197824631)

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ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

The commencement date will be fixed in a notice to proceed issued by the Owner.

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

N/A

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Two hundred sixty (260) days from the date of commencement of the work, subject to adjustments of the contract time as provided in the Contract Documents, or as follows:

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

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

No liquidated damages apply to this contract as per Addendum No. 1.

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 Million Seven Hundred Forty-four Thousand Sixty Dollars and Zero Cents (\$ 1,744,060.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Alternate No. 1 - Add the Vehicle Storage Building.

Alternate No. 2 - Add the Wash Building.

Alternate No. 3 - Add concrete paving to the north side of the project as shown on the Civil drawings.

Alternate No. 4 - Add two Big Ass Fans in the shop area.

Alternate No. 5 - Add exterior Canvas Canopies over exterior windows as described in Section 10533 of the specifications.

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

Item	Units and Limitations	Price Per Unit (\$0.00)
N/A		

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

Item	Price
Contingency Allowance	\$50,000.00

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Owner and Architect by the Contractor and Certificates for Payment issued by the Architect (with Owner's approval), the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents as amended.

§ 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:

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Thirtieth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Thirtieth 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 Thirty (30) days after the Architect receives the Application for Payment. All payments to be made by the City to Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to other requirements of this Agreement and Chapter 2251 of the Government Code.

(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 and Owner may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5.00 %). 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 (5.00 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Owner has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007, as amended.

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

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work and not in accordance with the Contract Documents, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of the AIA Document A201-2007, as amended, requires release of applicable retainage upon Final Completion of the Work with the Contractor's Affidavit of Bills Paid to show that all subcontractors and suppliers have been paid, subject to Work that is incomplete and not in accordance with the Contract Documents.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

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

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

N/A

§ 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.

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§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

N/A

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Jessie Li, Interim City Engineer
City of Sugar Land, TX
2700 Town Center Blvd. N
Sugar Land, TX 77479

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

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

If the Owner or Contractor disputes any matter relating to this Agreement, the parties will, in good faith, before bringing any legal action, try to settle the dispute by submitting the matter to mediation before a third party selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

§ 8.3 The Owner's representative:

(Name, address and other information)

MS. JESSIE LI, INTERIM CITY ENGINEER
CITY OF SUGAR LAND, TX
2700 TOWN CENTER BLVD. N
SUGAR LAND, TX 77479

§ 8.4 The Contractor's representative:

(Name, address and other information)

MR. LYNN FOSTER
LDF CONSTRUCTION, INC.
25275 BUDDE RD., STE. 6
SPRING, TX 77380-2287

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

§ 8.6 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

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

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

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

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
---	SUGAR LAND REGIONAL AIRPORT CONSTRUCTION SAFETY RULES	08/26/2014	5

§ 9.1.4 The Specifications:

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User Notes:

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

Section	Title	Date	Pages
01010	SUMMARY OF WORK	APRIL 2017	2
01015	SOILS INVESTIGATION DATA	APRIL 2017	2
TGC REPORT NO. 610211	GEOTECHNICAL STUDY	11/25/2016	37
01020	ALLOWANCES	APRIL 2017	1
01030	ALTERNATES	APRIL 2017	2
01040	COORDINATION	APRIL 2017	3
01045	CUTTING AND PATCHING	APRIL 2017	4
01050	FIELD ENGINEERING	APRIL 2017	2
01090	REFERENCES	APRIL 2017	12
01160	CONTRACTOR REQUIREMENTS	APRIL 2017	3
01165	NPDES STORM WATER POLLUTION PREVENTION REQUIREMENTS	APRIL 2017	10
01400	QUALITY CONTROL	APRIL 2017	3
01500	TEMPORARY FACILITIES	APRIL 2017	5
01600	MATERIALS & EQUIPMENT	APRIL 2017	3
01700	PROJECT CLOSEOUT	APRIL 2017	3
01705	OPERATION AND MAINTENANCE DATA	APRIL 2017	2
01710	CLEAN-UP	APRIL 2017	4
01800	HAZARDOUS MATERIAL EXCLUSION	APRIL 2017	1
02070	SELECTIVE DEMOLITION	APRIL 2017	2
02100	CLEARING AND GRUBBING	APRIL 2017	2
02200	EARTHWORK	APRIL 2017	6
02220	EXCAVATING, TRENCHING, BACKFILLING, COMPACTING AND GRADING	APRIL 2017	8
02230	TRENCH SAFETY SYSTEM	APRIL 2017	2
02241	LIME STABILIZATION OF PAVEMENT	APRIL 2017	4
02246	CEMENT STABILIZED SAND	APRIL 2017	3
02250	SOIL TREATMENT	APRIL 2017	2
02500	SITE DRAINAGE	APRIL 2017	5
02530	GROUNDWATER	APRIL 2017	4

tnit.

02555	CONTROL WATER DISTRIBUTION SYSTEM	APRIL 2017	11
02560	SANITARY SEWER SYSTEM	APRIL 2017	7
02614	SITE CONCRETE	APRIL 2017	8
02620	CONCRETE CURBS	APRIL 2017	3
02711	CHAIN LINK FENCES AND GATES	APRIL 2017	3
02822	SEEDING AND HYDRO-MULCHING	APRIL 2017	2
03100	CONCRETE FORMWORK	APRIL 2017	3
03200	CONCRETE REINFORCEMENT	APRIL 2017	4
03250	CONSTRUCTION & CONTROL JOINTS	APRIL 2017	1
03310	STRUCTURAL CONCRETE	APRIL 2017	8
04070	MASONRY GROUT	APRIL 2017	2
04100	MORTAR	APRIL 2017	2
04150	MASONRY ACCESSORIES	APRIL 2017	3
04210	MASONRY UNITS	APRIL 2017	6
04400	CAST STONE	APRIL 2017	5
05120	STRUCTURAL STEEL	APRIL 2017	6
05121	STRUCTURAL STEEL ERECTION	APRIL 2017	4
05400	LIGHT GAUGE METAL FRAMING	APRIL 2017	3
05500	METAL FABRICATIONS	APRIL 2017	6
06100	ROUGH CARPENTRY	APRIL 2017	6
06200	FINISH CARPENTRY	APRIL 2017	3
07100	DAMPPROOFING & WATERPROOFING	APRIL 2017	3
07200	INSULATION	APRIL 2017	3
07270	PENETRATION SEALS	APRIL 2017	4
07600	FLASHING AND SHEET METAL	APRIL 2017	4
07900	SEALANTS	APRIL 2017	4
08100	HOLLOW METAL DOORS & FRAMES	APRIL 2017	5
08213	WOOD DOORS & INTERIOR ALUMINUM FRAMES	APRIL 2017	3
08305	ACCESS DOORS	APRIL 2017	2
08330	OVERHEAD ROLLING DOORS	APRIL 2017	3
08360	SECTIONAL OVERHEAD DOORS	APRIL 2017	3
08400	ALUMINUM ENTRANCES & WINDOWS	APRIL 2017	5
08700	FINISH HARDWARE	APRIL 2017	14

08730	WEATHERSTRIPPIN G & THRESHOLDS	APRIL 2017	3
08800	GLAZING	APRIL 2017	4
09250	GYP SUM WALLBOARD	APRIL 2017	5
09310	TILE	APRIL 2017	4
09510	ACOUSTICAL CEILING	APRIL 2017	3
09540	SOLID POLYMER FABRICATIONS	APRIL 2017	5
09650	RESILIENT FLOORING	APRIL 2017	4
09680	CARPETING	APRIL 2017	2
09900	PAINTING	APRIL 2017	9
10050	MISCELLANEOUS SPECIALTIES	APRIL 2017	2
10160	TOILET PARTITIONS	APRIL 2017	2
10200	LOUVERS AND VENTS	APRIL 2017	3
10400	GRAPHICS	APRIL 2017	2
10500	LOCKERS	APRIL V2017	2
10520	FIRE EXTINGUISHERS	APRIL 2017	1
10533	CANVAS CANOPIES	APRIL 2017	2
10800	TOILET ACCESSORIES	APRIL 2017	2
12340	P-LAM CASEWORK	APRIL 2017	3
12500	WINDOW TREATMENT	APRIL 2017	3
13120	PRE-ENGINEERED METAL BUILDINGS	APRIL 2017	8
15010	BASIC MECHANICAL REQUIREMENTS	APRIL 2017	8
15140	SUPPORTS AND ANCHORS	APRIL 2017	4
15170	MOTORS AND INDIVIDUALLY MOUNTED MOTOR STARTERS	APRIL 2017	5
15190	MECHANICAL IDENTIFICATION	APRIL 2017	2
15242	VIBRATION ISOLATION	APRIL 2017	2
15260	PIPING INSULATION	APRIL 2017	2
15290	DUCTWORK INSULATION	APRIL 2017	3
15310	FIRE PROTECTION SYSTEMS	APRIL 2017	7
15410	PLUMBING PIPING	APRIL 2017	7
15430	PLUMBING SPECIALTIES	APRIL 2017	3
15440	PLUMBING FIXTURES	APRIL 2017	3
15450	PLUMBING EQUIPMENT	APRIL 2017	1
15885	FILTERS	APRIL 2017	2
15890	DUCTWORK	APRIL 2017	3

15910	DUCTWORK ACCESSORIES	APRIL 2017	2
15936	AIR OUTLETS AND INLETS	APRIL 2017	2
15991	SYSTEM TESTING, ADJUSTING, AND BALANCING	APRIL 2017	3
16010	ELECTRICAL GENERAL PROVISIONS	APRIL 2017	5
16110	RACEWAYS, CONDUITS & BOXES	APRIL 2017	5
16120	CABLE, WIRE & CONNECTORS, 600 VOLT	APRIL 2017	4
16140	WIRING DEVICES	APRIL 2017	3
16164	PANELBOARDS	APRIL 2017	2
16170	MOTOR AND CIRCUIT DISCONNECTS	APRIL 2017	2
16181	FUSES, 600 VOLT	APRIL 2017	1
16450	GROUNDINGS	APRIL 2017	2
16480	NON K FACTORY DRY TYPE TRANSFORMERS	APRIL 2017	3
16501	LIGHTING FIXTURES	APRIL 2017	2
16721	FIRE ALARM AND SMOKE DETECTION SYSTEM	APRIL 2017	7
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221316	SANITARY WASTE AND VENT PIPING	FEB 2017	15
221319	SANITARY WASTE PIPING SPECIALTIES	FEB 2017	7
221353	FACILITY SEPTIC TANKS	FEB 2017	8

§ 9.1.5 The Drawings:

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

Number	Title	Date
A-1.0	COVER/TITLE/INDEX	04/17/17
2	AIRPORT SAFETY AND CONSTRUCTION NOTES	03/30/2017
C-1.0	GENERAL CONSTRUCTION AND UTILITY NOTES	03/30/2017
C-1.1	GENERAL CONSTRUCTION NOTES I	NO DATE
C1.2	GENERAL CONSTRUCTION NOTES II	NO DATE
C-2.0	CIVIL SITE AND	03/30/2017

C-3.0	UTILITY LAYOUT WATER LINE DETAILS	03/30/2017
C-3.1	WATER LINE	NO DATE
C-3.2	CROSSING DETAILS WATER LINE FIRE SERVICE METER VAULT	NO DATE
C-4.0	DIMENSIONAL CONTROL	03/30/2017
C-5.0	PAVING AND SPOT ELEVATIONS	03/30/2017
C-6.0	STORM DRAINAGE AND STORM WATER POLLUTION PREVENTION PLAN LAYOUT	03/30/2017
C-7.0	STORM WATER POLLUTION PREVENTION PLAN	03/30/2017
C-8.0	GENERAL EROSION CONTROL NOTES	NO DATE
C8.1	EROSION CONTROL DETAILS - 1	NO DATE
C-8.2	EROSION CONTROL DETAILS - 2	NO DATE
C-9.0	STORM SEWER PIPE BEDDING AND BACKFILL DETAILS	NO DATE
C-9.1	SLOPE END TREATMENT	NO DATE
C-10.0	PLUMBING SITE PLAN	07/14/2017
A-1.1	SITE PLAN & CODE DATA	04/17/17
A 1.2	SITE DETAILS	04/17/17
A-1.3	PAVING JOINT PLAN & SLEEVE LOCATION	04/17/17
A-2.1	FLOOR PLAN	04/17/17
A-2.2	REFLECTED CEILING PLAN	04/17/17
A-2.3	MATERIALS & FINISHES PLAN	07/10/17
A-2.4	VEHICLE STORAGE BLDG. ALT #1 FLOOR PLAN WASH BLDG. ALT #2 FLOOR PLAN, ELEVATIONS, & SECTIONS	04/17/17
A-3.1	EXTERIOR ELEVATIONS	04/17/17
A-3.2	VEHICLE STORAGE BLDG. ALT #1 ELEVATION & SECTIONS	04/17/17
A-4.1	BUILDING SECTIONS	04/17/17

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A-4.2	WALL SECTIONS	04/17/17
A-5.1	EXTERIOR DETAILS	04/17/17
A-5.2	EXT DR & WDW DTLS	04/17/17
A-5.3	INTERIOR DETAILS	04/17/17
A-6.1	MTL. STUD DTLS.	04/17/17
	H.C. NOTES	
A-6.2	INTERIOR	04/17/17
	ELEVATIONS	
A-6.3	CABINET SECTIONS	04/17/17
A-7.1	DOOR, WINDOW &	04/17/17
	FINISH SCHEDULES	
S-0.1	GENERAL NOTES	04/17/17
S-1.1	FOUNDATION PLAN	04/17/17
S-1.2	FOUNDATION PLAN	04/17/17
S-2.1	FOUNDATION	04/17/17
	DETAILS	
S-2.2	FOUNDATION	04/17/17
	DETAILS	
M-2.1	MECHANICAL FLOOR	04/17/2017
	PLANS	
M-3.1	MECHANICAL	04/17/2017
	DETAILS	
E-1.1	ELECTRICAL SITE	04/17/2017
	PLAN	
E-2.1	ELECTRICAL	04/17/2017
	LIGHTING FLOOR	
	PLANS	
E-2.2	ELECTRICAL POWER	04/17/2017
	FLOOR PLANS	
E-3.1	ELECTRICAL	04/17/2017
	DETAILS	
P-1.1	PLUMBING SITE	04/17/2017
	PLAN	
P-2.1	PLUMBING FLOOR	04/17/2017
	PLANS	
P-3.1	PLUMBING DETAILS	04/17/2017

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	7/10/2017	4
2	7/11/2017	2
3	7/12/2017	1
4	7/14/2017	28

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

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

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:

Init.

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

This Agreement, as amended by the Amendment to AIA Document A101-2007, includes the following Contract Documents, with which the Contractor must comply and which are incorporated by reference:

1. City's Request for Competitive Sealed Proposals for the Project (RCSP);
2. Contractor's Proposal for the Project;
3. AIA Document A201-2007 General Conditions of the Contract for Construction;
4. Special Conditions, if any, as provided in the RCSP for the project;
5. Technical Specifications;
6. Architect's Plans;
7. Engineering Plans;
8. Special Shoring Requirements, if any;
9. Change Orders;
10. Addenda;
11. Notice of Award;
12. Notice to Proceed;
13. Performance and Payment Bonds, in the form attached to the RCSP for the Project;
14. State of Texas Workers' Compensation Reporting Requirements;
15. Labor Classification and Minimum Wage Scale;
16. Affidavit of Bills Paid; and
17. Conflict of Interest Questionnaire.

A reference to compliance with a Contract Document requires compliance with the Agreement to which it is appended.

ARTICLE 10 INSURANCE AND BONDS

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

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

Type of Insurance or bond	Limit of liability or bond amount (\$0.00)
Performance and Payment Bond	100% of the Contract Amount

ARTICLE 11 RETAINAGE

The Owner will retain 5% of the amount of each payment to Contractor until Final Completion of the Project in accordance with the Contract Documents.

ARTICLE 12 LABOR CLASSIFICATION AND MINIMUM WAGE SCALE

The Contractor must comply with Chapter 2258 of the Texas Government Code. This statute. Among other things, required all contractors and subcontractors performing public works contracts for a municipality to:

- (1) Pay the prevailing wage rate as determined by the municipality, a copy of which is attached to the Agreement as the Labor Classification and Minimum Wage Scale;
- (2) Keep records of the name and occupation of each worker, laborer, and mechanic employed by them on the Project and the actual per diem wages paid to each; and
- (3) Forfeit, as a penalty, sixty dollars per day for each laborer, worker, or mechanic who is not paid the stipulated wage for the type of work performed by him as shown in the attached Labor Classification and Minimum Wage Scale. The City is authorized to withhold the penalty amount from the Contractor's payment, as provided in the statute.

ARTICLE 13 DISCLOSURE OF INTERESTED PERSONS FOR COUNCIL APPROVED CONTRACTS, is added to read as follows:

Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Tex Gov't Code. Under the provision of this statute:

1. The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;
2. A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission) that includes;
 - a. A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and
 - b. The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

The Commission has approved a Certificate of Interested Persons form, which must be filled out, signed and notarized by the Contractor and submitted to the City at the time of execution of this Contract, along with the certification of filing generated from the Commission's website at <https://www.ethics.state.tx.us/sec/1295-Info.htm>. The Certificate of Interested Persons form is available on the Commission's website and the Contractor must follow the Commission's filing process adopted pursuant to the statute.

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

OWNER (Signature)

MR. ALLEN BOGARD, CITY MANAGER
(Printed name and title)



CONTRACTOR (Signature)

MR. LYNN FOSTER, PRESIDENT
(Printed name and title)

Init.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Linda Hairston, 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 11:51:17 on 08/17/2017 under Order No. 9971557841 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)

OFFICE MANAGER
(Title)

AUGUST 17, 2017
(Dated)