

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 Twenty-first) day of December
in the year Two Thousand Seventeen (2017)
(In words, indicate day, month and year.)

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

HOPKINS COUNTY TEXAS
118 Church Street
Sulphur Springs, Texas 75482-2602

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

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

PHOENIX I RESTORATION AND CONSTRUCTION, LTD.
14032 Distribution Way
Farmers Branch, Texas 75234

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.

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

HOPKINS COUNTY COURTHOUSE WINDOW REPAIR
118 Church Street
Sulphur Springs, Texas 75482-2602

Replacement of non-historic sash located on the Basement Level with historic sash, including fabrication, installation and painting.

Replacement of lower sash with new historic sash on the Ground Level Windows, including fabrication, installation and painting.

All work to be in compliance with Texas Historic Commission regulations and attached PROPOSAL BID 2018-001, dated 12/15/2017.

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

C R W ASSOCIATES, INC.
3878 County Road 4772
Sulphur Springs, Texas 75482

The Owner and Contractor agree as follows.

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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.)

Commence work on or before thirty (30) days from the dates of the signing of this Agreement.

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:

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

Init.

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§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than (120) days from the date of commencement, 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
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, 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.)

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 (\$ 145,000.00), 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.)

§ 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)
Unit Price for Brick Mold replacement if necessary.	Unit Price shall be used to calculate any necessary Brick Mold replacement approved and verified by Owners Representative	\$ 21.50 per/ln.ft. Not to exceed 200 ln.ft.

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

Item	Price
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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:

Payment schedule shall be: Thirty percent (30%) upon commencement of work, additional thirty percent (30%) upon completion of sixty percent (60%) work and forty percent (40%) full completion of work. Payment request shall be made to Owners Representative seven (7) days prior to scheduled Commissioners Court and must be approved by Owners Representative.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the 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.
(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, 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 Ten percent (10 %). 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 percent (%);
- .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.

§ 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 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.

Init.

§ 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.)

§ 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 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:

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.)

§ 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)*

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.

§ 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)

TOM GLOSUP
CRW ASSOCIATES, INC.
3878 County Road 4772
Sulphur Sprins, Texas 75482

§ 8.4 The Contractor’s representative:
(Name, address and other information)

DALE C. SELLERS
PHOENIX I RESTORATION AND CONSTRUCTION, LTD.
14032 Distribution Way
Farmers Branch, Texas 75234

§ 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:

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
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§ 9.1.4 The Specifications:

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

Section	Title	Date	Pages
Bid Proposal	PROPOSAL	11/06/2017	
Section 04905	Masonry Restoration		
Section 04931	Chemical Cleaning of Masonry		

§ 9.1.5 The Drawings:

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

Number	Title	Date
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§ 9.1.6 The Addenda, if any:

Number	Date	Pages
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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:
(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.)

BID PROPOSAL DATED NOVEMBER 6TH, 2017

Int.



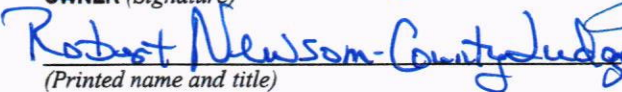
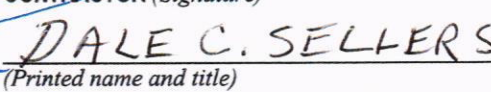
ARTICLE 10 INSURANCE AND BONDS

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)
GENERAL LIABILITY	\$ 1,000,000.00
WORKER COMP.	
PERFORMANCE BOND	\$ 168,418.00

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


OWNER (Signature) 
CONTRACTOR (Signature)

(Printed name and title) 
(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

COMPANY NAME Phoenix I

BID 2018-001

Project: HOPKINS COUNTY COURTHOUSE WINDOW
RENOVATION
118 Church Street
Sulphur Springs, Texas 75482-2602

Owner: HOPKINS COUNTY TEXAS
118 Church Street
Sulphur Springs, Texas 75482-2602

Bid to: JUDGE ROBERT NEWSOM
County Judge
118 Church Street
Sulphur Springs, Texas 75482-2602

Construction Management: C R W ASSOCIATES, INC
3878 CR 4772
Sulphur Springs, Texas 75482

Gentlemen:

Having carefully examined the General Conditions, Supplementary Conditions, Drawings and Specifications for the project referenced above, and having visited the site, and having examined all conditions affecting operations, the undersigned proposes to furnish all materials, taxes, insurance, permits, incidentals, labor and equipment required to complete the Work, as follows:

COMPANY NAME Phoenix I

1. GENERAL:

1.1. All Bids, Alternates and unit prices will include the total cost of labor, equipment, materials, taxes, insurance, permits and incidentals required to perform the specified Work on Hopkins County Courthouse Windows in strict accordance with the project specifications, as well as Texas Historical Commission requirements and recommendations. Contractor must be approved by the Texas Historic Commission. Moving and temporary on-site storage of existing landscaping shall also be included in project requirements if required to perform specified work. Should contractor damage or destroy any landscaping, interior or exterior surfaces and/or furniture, equipment, as well as any other property of the complex, affected materials shall be replaced to match existing at the Contractor's expense.

2. Window Renovation Base Bid:

2.1. Furnish all labor, equipment, materials and incidentals required to remove and replace non-historic sash on windows located on the Basement Level with historic sash. Replacement of lower sash with new historic sash and replace brick mold and sills as necessary on the Ground Level Windows. All necessary temporary waterproofing shall be installed during renovation to insure that interiors remain dry. Work shall also include all necessary painting.

2.1.1. Price: \$ 145,000.⁰⁰

One Hundred Forty Five Thousand dollars 00 cents.

No brick mold or sill replacement is included in above pricing. Any required replacement of brick mold or sills will be paid per unit prices on following page. No interior finishing is included. Exterior paint only.

4. UNIT PRICES:

NOTE: All claims for unit price work shall be subject to verification and approval by the Owner's authorized representative. Unit prices shall be used to increase project scope.

COMPANY NAME Phoenix I

4.1. Unit Price:

4.1.1. Contractor shall furnish all labor, equipment, materials and incidentals as required to remove and replace any damaged Brick Mold.

4.1.1.1. Price per linear foot: \$ 21.50

Twenty One dollars 50 cents.

4.1.2 Remove and replace existing sills as required,
price per each \$ 500.00

5. ADDITIONAL WORK FEES: Five Hundred dollars 00 cents

5.1. The undersigned Contractor agrees to furnish all labor and materials for any additional work ordered by the Owner which is provided by the Contractor's own forces (and to which no pre-agreed price has been fixed) for the net cost of such labor and materials plus 15 percent for overhead and profit. Thorough documentation shall be required of all material and labor charges.

5.2. The undersigned Contractor agrees to supervise and coordinate changes in work of the subcontractor(s) for a fee of 15 percent of the net cost of such labor and materials due the subcontractor. Thorough documentation shall be required of all materials and labor charges.

6. PERFORMANCE BOND:

6.1. The undersigned Contractor agrees to furnish a Performance Bond for the entire Bid amount for the sum of 2.5 percent of Contract sum.

7. ACCEPTANCE:

7.1. The contractor agrees to hold prices firm for sixty (60) days from the date of the Bid. Owner reserves the right to accept or reject this proposal for a period of sixty (60) days from the Bid Due Date. Further, within five (5) calendar days after receipt of the prescribed forms, the Contractor agrees to execute the contract documents with the Owner and deliver any evidence of insurance as required by Owner. The undersigned Contractor understands that Owner shall require submission of complete list of subcontractors prior to execution of the contract documents.

COMPANY NAME _____

8. DISCLOSURES:

8.1. In preparing the proposal form, Bidders are required to list below major subcontractors whose prices are incorporated within the Bid. Generally, trades listed should be those involving major money amounts or special technical items.

TRADE	SUB CONTRACTOR
Window/Sash Fabrication	Hull Historical

9. COMPLETION OF WORK:

9.1. Should the Undersigned be notified of the acceptance of this proposal, the Undersigned agrees to execute a contract for the above mentioned work in compliance to the Bid Documents and this Proposal Form. The Undersigned further agrees to guarantee completion of all Base Bid One Work within 100 calendar days after commencement of work. Should satisfactory completion of work not be completed within this time, liquidated damages in the amount of four hundred (\$400.00) dollars per calendar day will be assessed and applied against the payment of invoices. Reasonable extensions of time may be granted when requested in writing in a timely manner .

COMPANY NAME Phoenix I

10. COMMENCEMENT OF WORK:

10.1. Should the Undersigned be notified of the acceptance of this proposal, the Undersigned agrees to mobilize to commence work within 30 calendar days after the awarding of the Contract.

11. INSURANCE:

11.1. Furnish Owner with General Liability Insurance in the amount of \$ 2,000,000.00

Signed [Signature] Date 12/15/17
Title Chief Estimator Telephone 214-902-0111

Print in Ink or Type

Name Kyle Moncrief
Company Phoenix I Restoration and Construction, Ltd.
Address 14032 Distribution Way
City, State, Zip Farmers Branch, TX 75234
Witness Amanda Martin
Witness Signature [Signature]
Contractor License Number (if applicable) N/A
TAX ID 75-2810280

HOPKINS COUNTY
BID NO. 2018-001
REPAIR OF HISTORIC COURTHOUSE WINDOWS

NON-COLLUSION AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. He further certifies that bidder agrees to furnish any and/or all items upon which prices are extended at the price offered, and upon the conditions contained in the specifications of the Invitation to Bid.

STATE OF TEXAS

COUNTY OF HOPKINS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Kyle Moncrief, who after being by me duly sworn, did depose and say: "I, Kyle Moncrief am a duly authorized officer of/agent for Phoenix I Restoration & Constr. and have been duly authorized to execute the foregoing bid on behalf of the said Phoenix I Restoration & Construction, Ltd. I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has he been for the past (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of equipment, services, or supplies bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder Phoenix I Restoration & Construction Ltd
14032 Distribution Way
Farmers Branch, TX 75234

Telephone _____

By Kyle Moncrief Title Chief Estimator
Type Name

Signature [Handwritten Signature]

SUBSCRIBED AND SWORN to me by the above named Kyle Moncrief

on this the 15th day of December, 2017.

[Handwritten Signature]
Notary Public in and for the State of Texas

