



AIA[®] Document A101[™] – 1997

Standard Form of Agreement Between Owner and Contractor *where the basis of payment is a STIPULATED SUM*

AGREEMENT made as of the 10th day of January in the year of
(In words, indicate day, month and year)

BETWEEN the Owner:

(Name, address and other information)

Port Neches – Grove Independent School District
Port Neches, Texas

and the Contractor:

(Name, address and other information)

H. B. Neild & Sons, Inc.
5950 Walden Road
P. O. Box 22555
Beaumont, Texas 77720-2555

The Project is:

(Name and location)

Port Neches - Grove Independent School District
High School Stadium
Port Neches, Texas

The Architect is:

(Name, address and other information)

SHW Group
20 East Greenway Plaza, Suite 200
Houston, Texas 77046

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.

AIA Document A201-1997, 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.

This document has been approved and endorsed by The Associated General Contractors of America.

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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; these 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 Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent 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.)

| As stipulated in the "Notice to Proceed" letter.

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens 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.

| § 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than October 1, 2008
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

| The total project on or before October 1, 2008

Portion of Work	Substantial Completion Date
N/A	N/A

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

| None

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 not exceed Nine million, six hundred ninety-three thousand, six hundred seventy-one and no/100 dollars (\$9,693,671.00), 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 decisions on other alternates are to be made by the Owner 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)

| Base proposal plus Alternate 3 and 4A and those "Value Engineering" items agreed to on January 4, 2008.

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| § 4.3 Unit prices, if any, are as follows: Per Competitive Seal Proposal

Description	Units	Price (\$ 0.00)
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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:

| Determined by all parties at the Pre-Construction Conference.

§ 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 to the Contractor not later than 45 days after receiving the approved Payment Application. 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.

§ 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 indicate 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 7.3.8 of AIA Document A201-1997 - As Revised;
- .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 Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-1997 - As Revised.

§ 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

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(Section 9.8.5 of AIA Document A201-1997 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 A201-1997 – As Revised.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows: NONE
(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.)

None

§ 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 A201-1997 – As Revised, 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 45 days after the issuance of the Architect's final Certificate for Payment:

And completion of all punch list items and certification that all sub-contractors have been paid.

ARTICLE 6 TERMINATION OR SUSPENSION

§ 6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997 – As Revised.

§ 6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997 – As Revised.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 7.2 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.)

Five percent (5.00%) per annum

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 7.3 The Owner's representative is:

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(Name, address and other information)

Dr. Lani Randall or John Gladden
Superintendent LANWalton

§ 7.4 The Contractor's representative is:
(Name, address and other information)

To be determined.

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

§ 7.6 Other provisions:

None

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

§ 8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997 – As Revised.

§ 8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997 – As Revised.

§ 8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated , and are as follows

(Table deleted)

§ 8.1.4 The Specifications are those contained in the Project Manual dated as in Section 8.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Refer to attached Specifications list. SECTION 00003, pages 3-1 through 3-5. The Specifications section cross-throughs are changed by the VE items addressed on 1-11-08 below § 8.1.7.

(Table deleted)

§ 8.1.5 The Drawings are as follows, and are dated unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Refer to attached Drawings list. SECTION 00003, pages 4-1 through 4-3.
(Table deleted)

§ 8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
1	11-26-07	2
2	12-03-07	49
3	12-11-07	58
4	12-12-07	2
Port Neches-Groves VE List	01-08-08	4

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

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§ 8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 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.)

Amendments

Amendment to Standard Form of Agreement Between Owner and Contractor AIA Document A101-1997 – As Revised 12 pages
Specification #00800 Amendments to General Conditions of the Contract for Construction AIA Document A201-1997 94 pages

Following issued 1-11-08 address VE items and contract issues

Addendum #2

1. Re: Specification Section 00800, SUPPLEMENTARY CONDITIONS
 - a. Line item #226 **REVISE AND REPLACE** all references to \$500 per day penalties to be \$1,5000 per day penalties.

Addendum #3

1. Re: Specification Section 00100, Instructions to Proposers
 - b. Item 5 – Proposal Procedures
 - i. **ADD** the following sentence to the end of item 5.3 "Proposals that are withdrawn WITH the consent of the Owner will not result in the forfeiture of the Proposal Security."
 - c. Item 9 – Insurance
 - i. Item 9.2: **REVISE** to read "Refer to Section 00100 - Exhibit A for Base Proposal insurance requirements:
 - d. **ADD** Exhibit A for Base Proposal in accordance with the attached document, dated 12/11/2007.
2. Re: Specification Section 00800, Supplementary Conditions
 - e. Item 43 - §2.2.5
 - i. **REVISE** this sentence to read: "The Contractor will be furnished free of charge, twenty five (25) copies of the Drawings and Specifications for the execution of the work. These sets will include deposit sets that have been returned in good order. Provisions for additional sets shall be made; however, the Contractor shall pay actual reproduction costs of any additional copies required or requested. The Contractor shall contact Ridgways, Inc. to purchase these sets."
 - f. Item 59 - §3.2.9.6
 - i. **DELETE** these two paragraphs in their entirety.
 - g. Item 179 - §5.2.1
 - i. **DELETE** this paragraph in its entirety.
 - h. Item 241 - §9.3.2.3
 - i. **DELETE** this paragraph in its entirety.
 - i. Item 262 - §9.8.1.2 **REMOVE** the following from the list of items that will be required for Substantial Completion. These will be required for Final Completion

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- i. 07 All energy management systems and controls must be complete, fully operational and demonstrated to the Owner.
- ii. 10 All Owner demonstrations must be completed or scheduled, including HVAC equipment, plumbing equipment, and electrical equipment, all life safety systems, and any special systems.
- iii. 12 City County approvals and compliance certificates must be delivered to the Owner.
- iv. 15 All State Insurance Board Certificates shall be furnished related to windstorm and flood."
- j. Item 308 - §11.2.1
 - i. REVISE this item to read ""Refer to Section 00100 - Exhibit A for Base Proposal insurance requirements".

SECTION 00500 - AGREEMENT FORM

AGREEMENT (Stipulated Sum)

The Agreement shall be executed on AIA Document Number A-101 "Standard Form of Agreement between Owner and Contractor", 1997 edition – As revised. A sample of this form is available from the Owner for your inspection upon request.

END OF SECTION 00500

SECTION 00600 - BONDS AND CERTIFICATES

The Contractor shall furnish the following Bonds and Certificates to be delivered simultaneously with the executed contract:

Performance Bond

Payment Bond

Certificates of Insurance - Provide on AIA Document G-715 (1991 Edition)

CONTRACT SECURITY

Performance and Payment Bonds shall be required for all work where the Contract exceeds \$25,000.00. After award of contracts by Owner, the successful Bidder, at Bidder's expense, must deliver to the Owner an executed Performance and Payment Bond in an amount of 100% of the accepted bid as security for the faithful performance of the Contract and payment of all persons performing labor and furnishing materials in connection with this Contract.

Bonding Company must be licensed, listed, and approved in the State of Texas (State Board of Insurance).

Bonding Company shall provide such other information as necessary to document net worth, stability, total bonding capacity, and projects under coverage, etc., with adequate financial capacity for this Project. If the Contract sum exceeds the underwriting limitation of the Surety on the most recent list of acceptable sureties, the Contractor shall provide the Owner with evidence that the excess is protected by re-insurance or co-insurance in a form and amount acceptable to the Owner.

Such bonds shall meet the requirements of Chapter 2253 of the Texas Government Code.

Costs of the above stated bonds and insurance are to be included in the bid.

Attorneys-in-Fact who sign bonds shall file with each bond a certified and effective dated copy of their Power of

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Attorney.

The Performance Bond shall guarantee the repair and maintenance of all defects due to faulty materials and workmanship that appear within one (1) year from date of substantial completion.

END OF SECTION 00600

SECTION 00700 - GENERAL CONDITIONS

The General Conditions of the Contract are set forth in the American Institute of Architects Document A201, entitled "General Conditions of the Contract of Construction", dated 1997 - As Revised, containing Articles 1 through 14 and are hereby made part of this Specification to the same extent as if bound herein.

The General Conditions shall become a part of this Contract and shall apply to the Contractor and all Subcontractors. Copies of the General Conditions may be examined or obtained from the Owner.

END OF SECTION 00700

SECTION 00820 - WAGE RATES

PART 1 - GENERAL

Requirements:

Pay not less than the minimum wage scale and benefits indicated on the "Minimum Wage Schedule" provided herein.

Wages listed are minimum rates only.

No claims for additional compensation shall be considered by the Owner because of payments of wage rates in excess of the applicable rate contained in this contract.

Penalty for Violations - Texas Government Code section 2258.023(b) (Vernon Pamphlet 1998) states as follows: "A contractor or subcontractor who violates this section shall pay to the Owner, \$60 for each worker employed for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract."

Payroll Records - Pursuant to Texas Government Code section 2258.024 (Vernon Pamphlet 1998), the Contractor and all subcontractors shall keep records showing: (a) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and (b) the actual per diem wages paid to each worker. These records shall be open at all reasonable hours to inspection by the officers and agents of the Owner.

Minimum Wage Rates - Pay prevailing basic wage listed, plus any applicable fringe benefits.

PREVAILING WAGE SCALE NOTICE

This determination of prevailing wages shall not be construed to prohibit the payment of more than the rates named. Under no condition shall any laborer, workman or mechanic employed on this job be paid less than the minimum wage scale.

In execution of this contract, the contractor shall comply with all applicable state and federal laws, including but

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not limited to laws concerned with labor, equal employment opportunity, safety, and minimum wage.

Basic Rates:

Date: August 17, 2007

General Decision Number: TX200701014 08/17/2007

Superseded General Decision Number: TX20070014

State: Texas

Construction Types: Building

Counties: Hardin, Jefferson and Orange Counties in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number Publication Date
4 08/17/2007

SUTX1993-002 05/24/1993

	Rates	Fringes
Asbestos Workers/Insulator.....	\$ 19.37	8.16
Bricklayer, Stonemason.....	\$ 21.02	7.20
Carpenters.....		
ACOUSTICAL	\$ 14.00	
DRYWALL AND METAL STUDS	\$ 14.00	
FORM BUILDING AND SETTER	\$ 14.52	
ALL OTHER WORK	\$ 15.62	
Cement Mason/Concrete Finisher.....	\$13.50	

Heavy Equipment Operator

Heavy duty mechanic,
blade grader
(self-propelled), bull
clam, backfiller,
derrick (power
operated, all types);
dragline, push cat
operator; bulldozer &
all types of cat
tractors; cable-way;
backhoe, shovel, crane
(power operated, all
types), elevating
grader
(self-propelled), hoist
(motor driven 2 drums

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or more), mix mobile,
winch truck, locomotive
crane, mixer (14 cubic
feet or more), paving
mixer (all sizes),
scraper (heavy type
over 3 CY), trench
machine (all sizes),
gradeall, high lift,
foundation boring
machine, gasoline or
diesel driven welding
machines (7 to 12
machines pumpcrete
machines & drill
operator, water well,
tournapulls, DW-10
euclid, asphalt plants,
crushing machines &
batchplants,
scoopmobiles,
fingerlifts, open
construction.....

\$ 6.93

Fire Alarm Installer (Installation of Fire Alarms
Apparatus Only, Excludes Pulling Or Installing of
Low Or No Voltage Wiring.....

\$ 14.00

1.48

Electrician (Including pulling or installing
Low or no voltage cable through conduit
but only to junction box or plate where wire
is loosely attached or coiled for fire alarms,
phones, heating, etc.).....

\$ 21.80

7.68+3%

Dump Truck Driver.....

\$ 10.00

Glazier

\$ 11.50

1.35

Sheet Metal worker (including HVAC
Duct worker).....

\$ 19.13

5.32+3%

Insulator, Batt & Blown.....

\$ 11.21

1.00

Ironworker.....

\$ 15.00

2.97

Laborers:

Brick tender

\$ 8.84

Common/Unskilled

\$ 8.34

Plaster tender

\$ 8.00

Painters:

Brush.....

\$ 15.00

Drywall taping and Finishing

\$ 15.00

Roller

\$ 12.00

Spray

\$ 15.00

Plasterer.....

\$ 15.07

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Pipefitters (HVAC Pipe Only)..... \$ 15.27

Roofers, Including Built Up, Composition
And Single Ply (Including metal Roofs).... \$ 10.50

Power equipment operators:
Backhoe..... \$ 14.28

WELDERS - Receive rate prescribed for craft performing operation
to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added
after award only as provided in the labor standards contract clauses

(29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively
bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be
prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and
Hour Regional Office for the area in which the survey was conducted because those Regional Offices have
responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then
the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the
Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request
review and reconsideration from the Wage and Hour Administrator

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(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

Apprentice Pay-All Trades and Crafts - The minimum rate for apprentices shall be in accordance with the scale determined by an approved apprenticeship program or \$1.00 per hour less than journeymen's rates, whichever is lower. An approved apprenticeship program is one approved by the U.S. Department of Labor, Bureau of Apprenticeship Training, and only apprentices enrolled in an approved program may be paid apprenticeship rates.

Base Per Diem Rate - Hours Worked/Day Times Base Hourly Rate

Multipliers for Overtime Rates:

Over 40 hours per week: Base hourly rate times 1.5

Holidays: Base hourly rate times 1.5

END OF SECTION 00820

Upon acceptance by the Owner of the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price and its basis shall be set forth in Article 1 of this contract. Price shall be subject to additions and deductions by a change in the Work as provided in the Contract Documents, and the Date of Substantial Completion. The Guaranteed Maximum Price shall be subject to adjustment as provided in the final contract documents from the Architect.

The Owner shall authorize and cause the Architect to revise the Drawings and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in Article 1 of this contract. Such revised Drawings and Specifications shall be furnished to the Contractor in accordance with schedules agreed to by the Owner, Architect and Construction Manager. The Construction Manager shall promptly notify the Architect and Owner if such revised Drawings and Specifications are inconsistent with the agreed-upon assumptions and clarifications.

The Guaranteed Maximum Price shall include in the Cost of the Work only those taxes which are enacted at the time the Guaranteed Maximum Price is established.

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User Notes:

(3488944660)

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

Lani Randall
OWNER (Signature)

Tom Neild
CONTRACTOR (Signature)

Lani Randall, Superintendent
Port Neches – Groves
Independent School District
(Row deleted)

Tom Neild
H. B. Neild & Sons, Inc.
Beaumont, Texas

Init.

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User Notes:

(3488944660)



**AMENDMENTS TO STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR**

AIA DOCUMENT A101 - 1997

DATE: _____, 20__

CONTRACT DATE: _____, 20__

OWNER:

CONTRACTOR:

PROJECT:

ARCHITECT:

PROGRAM MANAGER:

WHEREAS, _____ Independent School District
(hereinafter referred to as "Owner") and _____

**AMENDMENTS TO STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND CONTRACTOR AIA DOCUMENT A101-1997**

PAGE 1

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(hereinafter referred to as "Contractor") desire to enter into an Agreement under which Contractor will perform services relating to the above-named projects on behalf of Owner;

WHEREAS Owner and Contractor have agreed to enter into AIA Document A101-1997, Standard Form of Agreement Between Owner and Contractor (1997 edition), as the basic form for that Agreement; and

WHEREAS certain terms and conditions of that Agreement need to be modified to comply with applicable laws and policies affecting Owner and Contractor in the construction of these projects, Owner and Contractor hereby agree to the following amendments to the Agreement:

1. Paragraph 1.1 shall be amended as follows:

Add "as amended," before and after "Conditions of the Contract" in the first sentence.

Add "all sections of the Project Manual" after the second "Agreement" in the first sentence.

Delete "and" before "Modifications" in the first sentence, change the period to a comma after the fourth "Agreement", and add "the proposal signed by the Contractor, the request for proposals, and proof of payment and performance bonds and proof of insurance."

Capitalize "These" at the beginning of the second sentence.

At the end of the existing paragraph add the following language:

"All Amended, General, or Supplementary Conditions to the General Conditions of the Contract are also incorporated herein by reference. Any reference to AIA Document A201-1997 in this Agreement shall be construed as the AIA Document A201-1997 as amended."

2. Paragraph 1.2 shall be added as follows:

"§ 1.2 This Agreement, as amended, represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. Any revision, amendment, or modification to the Standard Form of this Agreement shall be valid, binding, and enforceable only if said revision, amendment, or modifications is made conspicuous by being underlined, lined-through, or highlighted in this Agreement signed by Contractor and the authorized representative of Owner's Board of Trustees. In the event of conflict, terms and conditions contained in the Agreement, as amended, shall take precedence over



terms and conditions contained in the General Conditions, as amended, and the terms and conditions in the General Conditions, as amended, shall take precedence over all other terms and conditions contained in the other Contract Documents, including the Request for Proposal and any addenda thereto, which takes precedence over the Proposal, unless specifically agreed otherwise herein, and the Proposal."

3. Paragraph 1.3 shall be added as follows:

"§ 1.3 The Board of Trustees, by majority vote, is the only representative of the Owner, an independent school district, having the power to enter into a contract, to approve changes in the scope of the Work, to approve and execute a Change Order or Construction Change Directive modifying the Contract Sum, or to agree to an extension to the date of Substantial or Final Completion."

4. Paragraph 1.4 shall be added as follows:

"The Board designates the authorized representatives identified in Paragraph 7.3 to act on its behalf in other respects."

5. Paragraph 3.1 shall be amended as follows:

Delete all existing language after the word "Work" and replace it with "is the first business day after the Contractor's receipt of the written Notice to Proceed, as provided in § 8.1.2 of AIA Document A201-1997, as amended."

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

6. Paragraph 3.3 shall be amended by adding "diligently prosecute and" after "shall" and adding "calendar" before "days".
7. Paragraph 3.4 shall be added as follows:

"§ 3.4 LIQUIDATED DAMAGES

§ 3.4.1 Time is of the essence in all phases of the Work. It is specifically understood and agreed by and between Owner and Contractor that time is of the essence in the Substantial Completion and Final Completion of the Project and Owner shall sustain actual and direct damages as a result of Contractor's failure, neglect, or refusal to achieve said deadlines. Such actual and direct damages are, and will continue to be, impracticable and extremely difficult to determine. Execution of this Agreement under these



specifications shall constitute agreement by Owner and Contractor that the amounts stated below are the minimum value of the costs and actual and direct damages caused by failure of Contractor to substantially complete the work within the allotted times, that such sums are liquidated direct damages and shall not be construed as a penalty, and that such sums may be deducted from payments due Contractor if such delay occurs. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not completed within the agreed time, or within the extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by additional compensation to personnel, for loss of interest on money, and other miscellaneous increased costs, all of which are difficult to exactly ascertain. Failure to substantially complete the Work within the designated period, or as they may be extended, shall be construed as a breach of this Agreement."

8. Paragraph 3.4.2 shall be added as follows:

"§ 3.4.2 It is expressly agreed as a part of the consideration inducing the Owner to execute this Agreement that the Owner may deduct from the Final Payment made to the Contractor a sum equal to \$_____ per day for each and every additional calendar day beyond the agreed date of Substantial Completion."

9. Paragraph 3.4.3 shall be added as follows:

"§ 3.4.3 Timely Final Completion is an essential condition of this Agreement. Contractor agrees to achieve Final Completion of the Agreement within 30 days of the designated or extended date of Substantial Completion. Owner and Contractor agree that should Contractor fail to achieve Final Completion of the Agreement by the deadline, Owner shall continue to be damaged to a greater degree by such delay. Contractor and Owner agree that the amount of liquidated damages for each calendar day Final Completion is delayed beyond the date set for Final Completion shall be the sum of \$_____ per day. Owner may deduct from the Final Payment made to Contractor, or, if sufficient funds are not available, then Contractor shall pay Owner the amounts specified per day for each and every calendar day the breach continues after the deadline for Final Completion of the Work."

10. Paragraph 3.4.4 shall be added as follows:

"§ 3.4.4 Such damages shall be in addition to, and not in lieu of, any other rights or remedies Owner may have against Contractor for failure to timely achieve Final Completion. If the Work is not finally completed by the time stated in the Agreement, or as extended, no payments for Work completed beyond that time shall be made until the



Project reaches Final Completion.”

11. Paragraph 4.1.1 shall be added as follows:

“§ 4.1.1 The Contract Sum contains an Owner's Contingency in the amount of \$ _____. This contingency is for the sole use of the Owner to be used for changes in the scope of the Work and for the betterment of the Project. Owner's authorized representative may approve any expenditure from Owner's Contingency without further Board of Trustees approval. If the Owner's Contingency is not expended or not fully expended, then any unused portion shall belong to the Owner and shall be credited to the Owner in calculating final payment.”

12. Paragraph 4.4 shall be added as follows:

“§ 4.4 Allowances, if any, are as follows:

Description

Price”

13. Paragraph 5.1.3 shall be replaced in its entirety with the following language:

“§ 5.1.3 The Contractor shall submit monthly Applications for Payment to both the Architect and Program Manager, if applicable, on AIA Form G702 for approval. Continuation sheets shall be submitted on AIA Form G703. If the Architect and Program Manager approve the application, then they shall submit a Certificate for Payment to the Owner. The Architect and Program Manager may require any additional information deemed necessary and appropriate to substantiate the Application for Payment. Materials that are verified to be on the jobsite or other approved location for use in the Project may also be incorporated into the Application for Payment. The Architect and Program Manager shall have seven (7) days from date of receipt from the Contractor of an Application for Payment to approve or reject all or any part of the Application for Payment. The Owner shall pay the undisputed amounts certified by the Architect and Program Manager to the Contractor within _____ () days of receipt of the Certificate for Payment from the Architect and Program Manager, unless otherwise provided in the Contract Documents. Undisputed amounts unpaid after the date on which payment is due shall bear interest pursuant to Texas Government Code section 2251.025. (Note: Blank should be filled with the “30” if the Board meets twice a month, and “45” if the Board meets once a month.)”

14. Paragraph 5.1.4 shall be amended as follows:

Add “less any unused Owner's contingency” after the word “Sum” in the second sentence.



Add "and Program Manager, if applicable," after "Architect," in the third sentence.

Add "and Program Manager, if applicable," in the fourth sentence after "Architect".

15. Paragraph 5.1.6 shall be amended as follows:

Add in subsection .1 "____ percent (____ %)" after "less retainage of";

Delete "Section 7.3.8" and replace it with "Article 7".

Add ", as amended" before the period at the end of the existing paragraph.

Add in subsection .2 "____ percent (____ %)" after "retainage of".

Add in subsection .4 "and Program Manager, if applicable," after "Architect".

Delete the final period at the end of the existing paragraph and add ", as amended." at the end of the paragraph.

Add subsection .5 as follows:

- "5 If the retainage is over 5%, then the retainage shall be deposited in an interest-bearing account and the interest earned on the retainage shall be paid to the Contractor upon completion of the Project, pursuant to Texas Government Code section 2252.032."

16. Paragraph 5.1.7 shall be amended by deleting subsections .1 and .2 and replacing them in their entirety with the following language:

- "1 Add, if final completion of the Work is thereafter materially delayed by Owner or Owner's agents through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-1997, as amended.
- .2 If Owner is entitled to deduct liquidated damages, or any other damages or amounts provided in the Contract Documents, including clean-up fees, then Owner shall be entitled to deduct such liquidated damages, amounts, and fees due Contractor at any time."

Add subsection .3 as follows:



- "3. If Contractor fails or refuses to complete the Work, or has unsettled claims with Owner, any final payment to Contractor shall be subject to deduction for such amounts as the Architect and Program Manager, if applicable, shall determine as the cost for completing incomplete Work and the value of unsettled claims."**
- 17. Paragraph 5.1.9 shall be amended as follows:**
- Add "written" after "prior"**
- Add ", or as otherwise provided in Section 9.3.2 of the AIA Document A-201-1997, as amended" after "approval."**
- 18. Paragraph 5.2.1 shall be amended as follows:**
- Add in subsection .1, "nonconforming" before "Work".**
- Add ", as amended," after "A201-1997".**
- Delete "and" at the end of the existing paragraph .1.**
- Insert a new subsection .2 as follows:**
- "2 the Contractor has provided all documents required by Section 3.5.1 of AIA Documents A201-1997, as amended; and"**
- Change the original subsection .2 to .3, delete the final period at the end of the existing paragraph, and add "and approved by the Program Manager, if applicable".**
- 19. Paragraph 5.2.2 shall be amended as follows:**
- Delete "the issuance of the Architect's final Certificate for Payment," and replace it with "Owner's Board of Trustees has voted to accept the Work and approve the Final Payment,".**
- 20. Paragraph 6.1 shall be amended by deleting the final period in the existing paragraph and inserting ", as amended.".**
- 21. Paragraph 6.2 shall be amended by deleting the final period in the existing paragraph and inserting ", as amended.".**



22. Paragraph 7.2 shall be amended by deleting "Per annum" and replacing with "(At the rate established by Texas Government Code Chapter 2251)."
23. Paragraph 7.6.1 shall be added as follows:
- "§ 7.6.1 The Agreement shall be governed by the laws of the State of Texas, and mandatory and exclusive venue for any dispute shall be in state district court in the county in which the Owner's main administrative office is located."
24. Paragraph 7.6.2 shall be added as follows:
- "§ 7.6.2 As a material consideration of the making of this Agreement, the modifications to this Agreement shall not be construed against the maker of said modifications."
25. Paragraph 7.6.3 shall be added as follows:
- "§ 7.6.3 Notwithstanding anything to the contrary in this Agreement, or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder."
26. Paragraph 7.6.4 shall be added as follows:
- "§ 7.6.4 Prior to performing the Work, the Contractor shall provide all insurance policies and endorsements, and separate performance and payment bonds, in accordance with Article 11 of AIA Document A201-1997, as amended."
27. Paragraph 7.6.5 shall be added as follows:
- "§ 7.6.5 Article 1.6 of AIA Document A201-1997 shall govern Contractor's use of the Construction Documents."
28. Paragraph 7.6.6 shall be added as follows:
- "§ 7.6.6 Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to wear identification tags on the front of their persons during all times that they are on Owner's property. Such identification tags shall have identification of the construction worker by number or other identifying medium in a typeface large enough to be seen from a reasonable distance."
29. Paragraph 7.6.7 shall be added as follows:
- "§ 7.6.7 Contractor shall require all construction workers, whether Contractor's own



forces or the forces of Contractor's subcontractors, to park their personal motor vehicles on Owner's property only in the parking places designated by the Owner's campus principal. Any vehicles not parked in the appropriate locations shall be towed at the vehicle owner's sole expense."

30. Paragraph 7.6.8 shall be added as follows:

"§ 7.6.8 Contractor shall follow, and shall require all employees, agents or subcontractors to follow, the tree ordinance of the municipality in which the Project is located. In addition, if not covered by the municipal tree ordinance, Contractor shall barricade and protect all trees on the Project, which shall be included in the Cost of the Work."

31. Paragraph 7.6.9 shall be added as follows:

"§ 7.6.9 Contractor shall institute a theft deterrent program designed to restrict construction worker access to properties of Owner that are currently in use, to maintain supervision of Contractor's and Contractor's subcontractor's forces, and to reimburse the owner or those persons suffering a theft loss which results from Contractor's forces or Contractor's subcontractor's forces, as charged and determined by the local authorities having jurisdiction."

32. Paragraph 7.6.10 shall be added as follows:

"§ 7.6.10 All sums due hereunder are payable in _____ (city), _____ County, Texas."

33. Paragraph 7.6.11 shall be added as follows:

"§ 7.6.11 The Contractor may not assign its responsibilities, duties, obligations, and rights under this Agreement, without the express written consent of the Owner. This does not prevent Contractor from engaging subcontractors to perform various phases of the Project, but Contractor shall be fully responsible to Owner for the work, actions, and omissions of all such subcontractors."

34. Paragraph 7.6.12 shall be added as follows:

"§ 7.6.12 This Agreement, in its entirety, shall be binding upon all the parties hereto, their respective successors, heirs, executors, administrators or assigns."

35. Paragraph 7.6.13 shall be added as follows:



"§ 7.6.13 Execution of this Agreement shall constitute approval and acceptance of all terms, covenants, and conditions as modified and contained in the Contract Documents."

36. Paragraph 7.6.14 shall be added as follows:

"§ 7.6.14 This Agreement is subject to all applicable federal and state laws, rules, and regulations. Invalidity of any portion of this Agreement under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of this Agreement."

37. Paragraph 7.6.15 shall be added as follows:

"§ 7.6.15 By signing this Agreement, the undersigned certifies as follows: "Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in the contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

38. Paragraph 7.6.16 shall be added as follows:

"§ 7.6.16 Unless otherwise noted, terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201-1997, General Conditions of the Contract for Construction, as amended for the Work."

39. Paragraph 7.6.17 shall be added as follows:

"§ 7.6.17 The Contractor shall bear full responsibility for design and execution of acceptable trenching and shoring procedures, in accordance with Texas Health & Safety Code section 756.021 *et seq.*, as further provided in AIA Document A201-1997, as amended.

§ 7.6.17.1 To the extent that any portion of the Work requires a trench excavation exceeding five (5) feet in depth, in accordance with Texas Health and Safety Code section 756.023(a), Construction Manager shall fully comply, and shall require any applicable subcontractor to comply, with:

§ 7.6.17.2 The Occupational Safety and Health Administration standards for trench safety in effect for the construction of the Work.

§ 7.6.17.3 The special shoring requirements, if any, of the Owner.



§ 7.6.17.4 Any geotechnical information obtained by Owner for use by the Construction Manager in the design of the trench safety system.

§ 7.6.17.5 Trench excavation safety protection shall be a separate pay item, and shall be based on linear feet of trench excavated. Special shoring requirements shall also be a separate pay item, and shall be based on the square feet of shoring used. Said cost shall be included within the Guaranteed Maximum Price."

40. Paragraph 7.6.18 shall be added as follows:

"§ 7.6.18 No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements hereof to be performed by the other party hereto shall not be construed to be waiver of any subsequent breach thereof or of any other covenant, condition, or agreement herein contained."

41. Paragraph 7.6.19 shall be added as follows:

"§ 7.6.19 Contractor stipulates that Owner is a political subdivision of the State of Texas, and as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law."

42. Paragraph 8.1 shall be amended as follows:

Add "in Paragraph 1.1. and" after the word "enumerated".

43. Paragraph 8.1.1 shall be amended by deleting the final period in the existing sentence and adding "as amended." at the end of the existing paragraph.

44. Paragraph 8.1.2 shall be amended by deleting the final period in the existing sentence and adding "as amended." at the end of the existing paragraph.

45. Paragraph 8.1.3 shall be amended as follows:

Delete "Supplementary and other Conditions of the Contract are those contained in the" at the beginning of this sentence.



Add "Number _____, including Supplementary and other Conditions," after "Project Manual" at the beginning this sentence.

EXECUTED this _____ day of _____, 20____.

OWNER:

By: _____

Title: _____

ARCHITECT:

By: _____

Title: _____

SECTION 00004 LIST OF DRAWINGS

GENERAL

- G001 COVER SHEET
- G101 STADIUM CODE REVIEW BLDG "A"
- G102 CODE REVIEW BLDG "B"
- G301 WALL TO DECK DETAILS
- G302 FIRESTOPPING DETAILS AND WALL TYPES

DEMOLITION

- AD11 DEMOLITION SITE PLAN
- AD12 DEMOLITION PLAN LEVEL 1
- AD13 HIGH SCHOOL DEMO PLAN

SITE

- AS01 SITE PLAN
- AS501 SITE/SIGNAGE DETAILS
- AS502 FENCE DETAILS
- AS503 CANOPY PLAN & DETAILS

CIVIL

- SV01 TOPOGRAPHIC SURVEY
- SV02 TOPOGRAPHIC SURVEY
- SV03 TOPOGRAPHIC SURVEY
- SV04 TOPOGRAPHIC SURVEY
- C001 GENERAL NOTES
- CD001 UTILITY DEMOLITION PLAN
- C100 CIVIL SITE PLAN
- C101 DIMENSIONAL LAYOUT
- C200 GRADING PLAN
- C300 STORM SEWER PLAN
- C301 EXISTING DRAINAGE AREA MAP AND CALCULATIONS
- C302 DRAINAGE AREA MAP AND CALCULATIONS
- C400 WATER AND SANITARY SEWER PLAN
- C500 PAVEMENT PLAN
- C501 BUS PARKING PAVEMENT JOINTING PLAN ALTERNATIVE #5
- C700 PAVING DETAILS
- C701 STORM SEWER DETAILS
- C702 WATER LINE DETAILS
- C703 SANITARY SEWER DETAILS

TRACK & FIELD

- F-0.2 FIELD DEMOLITION PLAN
- F-1.1 FIELD LAYOUT PLAN
- F-1.2 FIELD GRADING PLAN
- F-1.3 FIELD DRAINAGE PLAN
- F-1.4 FIELD WASHWATER PLAN
- F-1.5 DIMENSION PLAN
- F-2.1 SECTION & DRAINAGE DETAILS
- F-2.2 DRAINAGE & WASHWATER DETAILS
- F-2.3 FIELD & TRACK DETAILS
- F-2.4 FIELD EVENT DETAILS
- F-2.5 FIELD EVENT DETAILS
- F-3.1 COMPOSITE TURF PLAN
- F-3.2 FOOTBALL FIELD MARKINGS
- F-3.3 SOCCER FIELD MARKINGS
- F-3.4 ENDZONES & CENTER LOGO



STRUCTURAL

- S001 GENERAL NOTES
- S101 PARTIAL FOUNDATION PLAN - BUILDING "A"
- S102 PARTIAL FOUNDATION PLAN - BUILDING "A"
- S103 FOUNDATION PLANS - BUILDING "B"
- S104 PRESSBOX FLOOR FRAMING PLANS - BUILDING "A"
- S105 ROOF FRAMING PLANS - BUILDING "A"
- S106 ROOF FRAMING PLANS - BUILDING "A"
- S107 ROOF FRAMING PLANS - BUILDING "B"
- S301 FOUNDATION DETAILS
- S302 FOUNDATION DETAILS
- S303 TYPICAL FOUNDATION DETAILS
- S401 TYPICAL MASONRY DETAILS
- S501 TYPICAL FRAMING DETAILS
- S502 TYPICAL FRAMING DETAILS
- S551 WIND BRACING DETAILS



ARCHITECTURAL

- A101 CONCOURSE LEVEL (HOME SIDE) FLOOR PLAN
- A102 CONCOURSE LEVEL (HOME SIDE) FLOOR PLAN
- A103 STADIUM LEVEL 1 (HOME SIDE) FLOOR PLAN
- A104 STADIUM LEVELS 1, 2, & 3 (HOME SIDE) FLOOR PLAN
- A105 STADIUM CONCOURSE (VISITORS SIDE) FLOOR PLAN
- A106 HANDRAIL DETAILS
- A107 HANDRAIL DETAILS
- A108 STADIUM SEATING (VISITORS) DEMO FLOOR PLAN
- A109 STADIUM SEATING (VISITORS) FLOOR PLAN
- A151 STADIUM ROOF PLANS
- A201 STADIUM EXTERIOR ELEVATIONS BUILDING "A"
- A202 STADIUM EXTERIOR ELEVATIONS BUILDING "A"
- A203 STADIUM EXTERIOR ELEVATIONS BUILDING "A"
- A204 STADIUM EXTERIOR ELEVATIONS BUILDING "A"
- A205 CONCOURSE ELEVATION (HOME SIDE)
- A206 CONCOURSE ELEVATION (HOME SIDE)
- A207 CONCOURSE ELEVATION (HOME SIDE)
- A208 CONCOURSE ELEVATION (VISITOR SIDE) BUILDING "B"
- A211 BUILDING SECTIONS
- A213 BUILDING SECTIONS
- A214 BUILDING SECTIONS
- A215 BUILDING SECTIONS
- A301 STADIUM WALL SECTIONS
- A302 WALL SECTIONS
- A303 STADIUM WALL SECTIONS
- A311 ROOF PENETRATION DETAILS
- A322 SECTION DETAILS
- A401 ENLARGED TOILET ROOMS (HOME SIDE)
- A402 ENLARGED TOILET PLANS (VISITORS SIDE) & PRESS BOX
- A404 STADIUM ENLARGED PRESS BOX FLOOR PLANS
- A405 STADIUM ENLARGED PRESS BOX FLOOR PLANS
- A411 STADIUM STAIR PLANS, SECTION & DETAILS
- A501 STADIUM DOOR & WINDOW FRAMES
- A502 STADIUM SECTION DETAILS
- A503 SECTION DETAILS
- A504 SECTION DETAILS
- A505 STADIUM PLAN DETAILS
- A511 STADIUM HEAD/JAMB/SILL DETAILS
- A512 STADIUM DOOR SCHEDULES
- A521 STADIUM ROOM FINISH SCHEDULE
- A531 STADIUM COLOR SCHEDULE & NOTES
- A811 CONCOURSE LEVEL (HOME SIDE) RCP
- A812 CONCOURSE LEVEL (HOME SIDE) AND PRESS BOX LEVEL 1,2,3 - RCP

- A612A CONCOURSE LEVEL (HOME SIDE) RCP
- A613 STADIUM CONCOURSE (VISITORS SIDE) RCP
- A801 FURN. & EQUIP. PLANS - BLDG "A"
- A821 CASEWORK ELEVATIONS

MECHANICAL

- MEP01 OVERALL MEP SITE PLAN
- MEP02 MECHANICAL, ELECTRICAL AND PLUMBING DEMO PLAN
- M101 PARTIAL LEVEL 1 MECHANICAL PLAN-CONCOURSE
- M102 PARTIAL LEVEL 1 MECHANICAL PLAN-CONCOURSE
- M103 LEVEL 1-3 PRESS BOX MECHANICAL PLAN
- M104 PARTIAL VISITOR AREA MECHANICAL PLAN
- M105 PARTIAL VISITOR AREA MECHANICAL PLAN
- M301 MECHANICAL DETAILS
- M302 MECHANICAL SCHEDULES

ELECTRICAL

- E001 ELECTRICAL SYMBOL LEGEND
- EL101 PARTIAL LEVEL 1 ELECTRICAL LIGHTING PLAN-CONCOURSE
- EL102 PARTIAL LEVEL 1 ELECTRICAL LIGHTING PLAN-CONCOURSE
- EL103 LEVEL 1-3 PRESS BOX ELECTRICAL LIGHTING PLAN
- EL104 PARTIAL VISITOR AREA ELECTRICAL LIGHTING PLAN
- EL105 PARTIAL VISITOR AREA ELECTRICAL LIGHTING PLAN
- EP101 PARTIAL LEVEL 1 ELECTRICAL POWER PLAN-CONCOURSE
- EP102 PARTIAL LEVEL 1 ELECTRICAL POWER PLAN-CONCOURSE
- EP103 LEVEL 1-3 PRESS BOX ELECTRICAL POWER PLAN
- EP104 PARTIAL VISITOR AREA ELECTRICAL POWER PLAN
- EP105 PARTIAL VISITOR AREA ELECTRICAL POWER PLAN
- ELEP106 PARTIAL EXISTING ELECTRICAL PLAN
- EP201 ENLARGED KITCHEN POWER PLAN
- E301 ELECTRICAL DETAILS AND SCHEDULES
- E302 ELECTRICAL DETAILS AND SCHEDULES
- E303 ELECTRICAL DETAILS AND SCHEDULES
- E401 ELECTRICAL ONE LINE DIAGRAM
- ET301 TECHNOLOGY DETAILS AND ENLARGED PLAN

PLUMBING

- P101 PARTIAL LEVEL 1 PLUMBING PLAN-CONCOURSE
- P102 PARTIAL LEVEL 1 PLUMBING PLAN-CONCOURSE
- P103 LEVEL 1-3 PRESS BOX PLUMBING PLAN
- P104 PARTIAL VISITOR AREA PLUMBING PLAN
- P105 PARTIAL VISITOR AREA PLUMBING PLAN
- P106 PRESSBOX, VISITOR AND HOMESIDE ROOF PLANS
- P301 PLUMBING SCHEDULES AND DETAILS
- P401 PLUMBING RISER DIAGRAM
- P402 PLUMBING RISER DIAGRAM

FOOD SERVICE

- K101 FOODSERVICE EQUIPMENT PLAN
- K102 FOODSERVICE SPECIAL CONDITIONS PLAN
- K103 FOODSERVICE PLUMBING PLAN
- K104 FOODSERVICE ELECTRICAL PLAN
- K201 FOODSERVICE EQUIPMENT ELEVATIONS
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END OF SECTION 00003

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID MC HBNEI-1	DATE (MM/DD/YYYY) 01/11/08
PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 700 W. Prien Lake Rd. Lake Charles LA 70601-8397 Phone: 337-478-5485 Fax: 337-474-4418		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED H. B. Neild & Sons Inc. P. O. Box 22555 Beaumont TX 77720		INSURERS AFFORDING COVERAGE INSURER A: Bituminous Casualty Corp. INSURER B: ST. PAUL FIRE & MARINE INSURER C: Texas Mutual Insurance Co. INSURER D: Fireman's Fund of Louisiana INSURER E:	NAIC #

COVERAGES


THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY				
		<input checked="" type="checkbox"/> COMMERCIAL, GENERAL LIABILITY	CLP3243132	07/01/07	07/01/08	EACH OCCURRENCE \$ 1,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
		<input checked="" type="checkbox"/> Limited Pollution \$100,000.	CLP3243132	07/01/07	07/01/08	MED EXP (Any one person) \$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY				
		<input checked="" type="checkbox"/> ANY AUTO	CAP3513724	07/01/07	07/01/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person) \$
		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				
		<input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
						OTHER THAN AUTO ONLY: EA ACC \$
						AGG \$
B		EXCESS/UMBRELLA LIABILITY				
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	QK08000321	07/01/07	07/01/08	EACH OCCURRENCE \$ 5,000,000
		<input type="checkbox"/> DEDUCTIBLE				AGGREGATE \$ 5,000,000
		<input checked="" type="checkbox"/> RETENTION \$10,000				\$
						\$
						\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	TSF0001118834	07/01/07	07/01/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
		If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$ 1000000
						E.L. DISEASE - EA EMPLOYEE \$ 1000000
						E.L. DISEASE - POLICY LIMIT \$ 1000000
D		Builders Risk	MXI97854202	07/01/07	07/01/08	1 Loc lmt 2,000,000
		Ded.\$5000; Except	WIND 2% SUBJ. \$10,000.MIX			Total lmt 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Port Neches-Groves High School Stadium - Contract Amount \$9,693,671.00- SHW
 Group LLP, DBR Engineering Consultants Inc, Brooks & Sparks Inc, H G
 Rice/Millunzi & Associates Inc, Sports Design Group LC, LAN Walton and Port
 Neches Independent School District as listed as additional insured on the
 general liability and auto with waiver of subrogation on the auto, general

CERTIFICATE HOLDER**CANCELLATION**

PORTN-1 Port Neches- Grove Independent School District P.O.Box 877 Port Neches TX 77651	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
--	--

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.