



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

SHEILA V. CANTU
DIRECTOR OF PURCHASING & WAREHOUSE OPERATIONS

Following damage caused by Hurricane Beryl, the district utilized a Job Order Contract (JOC) procured through an approved cooperative purchasing program in accordance with applicable purchasing requirements to complete necessary interior repairs at Baytown Junior School. The original contract amount of \$399,887.41 did not require Board approval because it was below the District's threshold for Board action per CVF(Legal).

During the course of construction, additional damage and repair needs were identified that were not included in the original scope of work. These repairs are necessary to fully restore the facility and address conditions discovered after work commenced.

The proposed Change Order No. 1 increases the contract amount by \$129,817.34, resulting in a revised contract amount of \$529,704.75. Because the total contract value now exceeds \$500,000, Board approval is required.



AIA® Document A101® – 2017

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

AGREEMENT made as of the 15th day of December in the year 2025
(In words, indicate day, month and year.)

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

Goose Creek Consolidated Independent School District
3401 N. Main Street
Baytown, Texas 77521
Telephone: (281) 707-3419

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

Red Oak Construction, LLC
211 E. Parkwood Ave., Suite 102
Friendswood, Texas 77546
Telephone: (832) 545-1535

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

GCCISD’s Baytown Junior School Hurricane Beryl Repair

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

N/A

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.

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

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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents shall consist of the Standard Form of Agreement between the Owner and Construction Manager (AIA Document A101 - 2017) as modified by the parties for the Project including all Addenda and Exhibits thereto ("Agreement"); the General Conditions of the Contract (AIA A201-2017), as modified by the parties for the Project ("General Conditions of the Contract"); any Supplementary Conditions prepared by The Architect; all amendments to the Agreement; all amendments to the General Conditions of the Contract; the Owner's Request for Proposals for the Project ("RFP"); the Contractor's proposal, and written addenda to the proposal; the Construction Documents approved by Owner; the Contractor's bonds and proof of insurance; the Drawings, Specifications; Addenda issued prior to the execution of the Contract; other documents listed in the Contract; and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the work issued by the Architect.

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner. The Contractor may not commence construction, however, until all bonds and insurance required by the Contract Documents have been received by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

Notice to Proceed: December 22, 2025

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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§ 3.2 The Contract Time shall be measured from the date of commencement of the Work set forth in the Notice to Proceed.

§ 3.3 Substantial Completion and Final Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion and Final Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than () calendar days from the date of commencement of the Work.

By the following date: February 2, 2026

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	
Any applicable dates will be set forth in the Notice to proceed.	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

Final Completion as defined in Article 9 of the A201-2017 General Conditions of the Contract, as amended, will be no later than 60 calendar days after the established Substantial Completion date.

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 Three Hundred Ninety-Nine Thousand Eight Hundred Eighty-Seven and 41/100 (\$ 399,887.41), subject to additions and deductions as provided in the Contract Documents.

The Contract Sum is inclusive of the Alternate listed in Section 4.2.1, if any.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
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§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
N/A	

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 4.5 Liquidated damages, if any:

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

- .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 agreed 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, but not limited to, additional compensation for personnel, attorneys fees, architectural fees, engineering fees, program management fees, inspection fees, storage costs, food service costs, transportation costs, utilities costs, costs of temporary facilities, loss of interest on money, and other miscellaneous increased costs, all of which are difficult to exactly ascertain. Failure to complete the Work within the designated or agreed extended dates of Substantial or Final Completion, shall be construed as a breach of this Agreement
- .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 \$500.00 per day for each and every additional calendar day beyond the agreed date of Substantial Completion.
- .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 \$500.00 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.
- .4 Such damages shall be in addition to, and not in lieu of, any other rights, claims or remedies Owner may have against Contractor. 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.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 The Contractor's invoice or Application for Payment must be presented to the Architect for approval prior to presentation to the Owner. Within seven days of receipt of Contractor's invoice, the Architect shall make a recommendation to the Owner regarding payment. In making such recommendation, the Architect shall specifically state the basis for such recommendation and the specific amount required to be withheld to protect the Owner's interest. Provided an Application for Payment is received and certified by the Architect not later than the first (1st) day of a month, the Owner shall make payment to the Contractor for undisputed amounts within thirty (30) days of receipt of the certified Application for Payment by Owner. If an Application for Payment is received by the Architect after the application date fixed above, payment of the undisputed amounts shall be made by the Owner not later than thirty (30) days after the Architect receives and certifies the Application for Payment. Notwithstanding the foregoing, no payment shall be considered not paid when due or overdue except in accordance with Texas Government Code Section 2251.021.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion and/or Final Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

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§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

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§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

No reduction of retainage shall occur until Final Completion and final payment.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7, including as set forth in 5.1.7.2. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

N/A

§ 5.1.8 Intentionally deleted.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 a final Certificate for Payment has been issued by the Architect; and
- .3 all requirements for Final Completion and final payment set forth in Section 9 of the A201-2017 General Conditions of the Contract, as amended, in the Project Manual, and as otherwise set forth in this Contract have been met.

§ 5.2.2 The Owner's final payment to the Contractor shall be made 45 days after the issuance of the Architect's final Certificate for Payment; except that no payment by the Owner shall be considered past due or not paid when due except in accordance with Section 2251.021 of the Texas Government Code.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest

(Paragraphs deleted)

in accordance with Section 2251, Subchapter B of the Texas Government Code.

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

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

Dr. Randal O'Brien, Superintendent of Schools, or designee
Goose Creek Consolidated Independent School District
3401 N. Main Steet
Baytown, Texas 77521
Telephone: (281) 707-3419
Email: randal.obrien@gccisd.net

Init.

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User Notes:

(1665947702)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1

(Paragraphs deleted)

Intentionally deleted.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Dr. Randal O'Brien, Superintendent or designee
Goose Creek Consolidated Independent School District
3401 N. Main Street
Baytown, Texas 77521
Telephone: (281) 707-3419
Email: randal.obrien@gccisd.net

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Allyn D. Cheves, Owner
Red Oak Construction
211 E. Parkwood Ave., Suite 102
Friendswood, Texas 77546
Telephone: (832) 545-1535
Email: acheves@redoak-construction.com

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

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§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in Exhibit B and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

See Section 1.7 of the General Conditions of the Contract

§ 8.7 Other provisions:

8.7.1 The Owner is the entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. All parties understand that only the Board of Trustees for the Owner, acting as a body corporate, has the express authority to bind the Owner with respect to Change Orders or Contract amendments as provided herein, except as may otherwise be delegated by the Board of Trustees.

8.7.2 Pursuant to Texas Government Code Chapter 22710, the Contractor represents and warrants to the Owner that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

8.7.3 Contractor verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Contractor has misrepresented its inclusion on the Comptroller’s list, such omission or misrepresentation will void this Contract.

8.7.4 The Contractor represents and warrants to the Owner that the Contractor does not boycott energy companies as contemplated by Chapter 809 of the Government Code and will not boycott energy companies during the term of this Agreement.

8.7.5 The Contractor represents and warrants to the Owner that the Contractor does not discriminate against firearm and ammunition companies and trade associations as contemplated by Chapter 2274 of the Government Code and will not so discriminate during the term of this Agreement.

8.7.6 By signing this Agreement, the undersigned certifies as follows: Under Section 231.006 of the Texas Family Code, to the extent applicable to this Agreement, the Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payments and acknowledges that this Agreement may be terminated, and payment withheld in this certification is inaccurate.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 Intentionally deleted
- .3 AIA Document A201™–2017, General Conditions of the Contract
- .4

(Paragraphs deleted)

Intentionally deleted

- .5 Drawings

Number	Title	Date
N/A		

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User Notes:

.6 Specifications

Section	Title	Date	Pages
N/A			

.7 Addenda, if any:

Number	Date	Pages
N/A		

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

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

- Exhibit A – Prevailing Wage Rates
- Exhibit B – Insurance Requirements
- Exhibit C – Proposal & Schedule of Values

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:

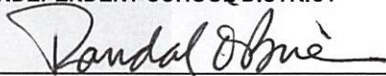
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)



Any other documents listed in Article 1.

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

GOOSE CREEK CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT

RED OAK CONSTRUCTION, LLC


OWNER (Signature)

 
CONTRACTOR (Signature)

Dr. Randal O'Brien, Superintendent
(Printed name and title)

Allyn D. Cheves, Owner
(Printed name and title)

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