

**AIA Document B101-2007, Contract Changes:**  
(Current as of 07-07-09)

Page 1:

Under “Between the Architect’s identified as the Owner:” insert:

“The City of Tomball, Texas, a home-rule municipal corporation organized under the laws of the State of Texas, and referred to herein either as “the City” or as “the Owner.” The City’s address is .....

Under “for the following Project:” include at the end of the description the following:

“which Project will include approximately \_\_\_\_\_ square feet of enclosed indoor building area and which will cost about (\_\_\_\_\_) Dollars to Construct.”

Article Amendments shall include:

Article 1. Initial Information.

1.1 Include in 1.1 an estimated cost of construction.

1.2 Delete “Owner’s”.

1.3 Delete “shall appropriately adjust the schedule, the Architect’s services, and the Architect’s compensation” to “may adjust the schedule, the Architect’s services, and the Architect’s compensation, as appropriate.”

Article 2. Architect’s Responsibilities.

2.5 Delete 2.5 and substitute the following:

“The Architect shall maintain at Architect’s expense all insurance coverages required by law. Additionally, Architect shall maintain Architects and Engineers Professional Liability Insurance written on an “occurrence” (and not on a “claims made”) basis in the amount of at least \$500,000 per claim, \$1,000,000 aggregate.”

Article 3. Scope of Architect’s Basic Services.

3.1.1 Add the following sentence: “ The Architect shall promptly notify the Owner of any direct communications with the Contractor that affect the Architect’s services.

3.5.2.2 Delete .2 and substitute the following: “.2 distributing copies of Bidding Documents to prospective bidders, and assisting the City Secretary or other designated employees of the Owner in receiving bids;”

3.5.2.2 Delete .5 and substitute the following: “.5 attending the bid opening and subsequently assisting the Owner in tabulating and evaluation of bids.”

3.6.1.1 Amend 3.6.1.1 by deleting the second sentence and adding the following to the first sentence: “as modified by the Owner at its discretion.”

3.6.2.1 Amend 3.6.2.1 by adding “but at least weekly” after “stage of construction,” in the first line.

3.6.2.2 Amend 3.6.2.2 by adding “recommend to the Owner that the Owner” following “authority to” in lines 1 and 2.

3.6.2.3 Amend 3.6.2.3 to substitute “and recommend action to Owner” for “decide” in line 1.

3.6.2.5 Delete in its entirety.

3.6.3.1 Insert “promptly” after “shall” where used in two places in line one.

3.6.4.3. Insert “reasonably” before rely in line five.

3.6.5.1. Insert “and record such changes in the Record Drawings” after “Work” in line one, and add the following sentence: “Only the Owner can authorize change orders during construction that involve extra costs. The Owner shall be under no obligation to pay for any work performed without its prior written approval.”

#### Article 4. Additional Services.

4.3.1 Amend 4.3.1 by deleting .7 and .11 in their entirety.

4.3.2 Delete 4.3.2 in its entirety.

4.3.3. Delete 4.3.3 in its entirety.

4.3.4. Delete 4.3.4 in its entirety.

#### Article 5. Owner’s Responsibilities.

5.1. Amend 5.1 by deleting everything after “Project” on line 2.

5.3 Amend 5.3 to read: “The Owner designates the City Manager to act on its behalf; provided, however, any action that results in an increased expense to the City for the Architect’s services or the project of \$10,000 or more must be approved by the City Council.”

5.4 Delete 5.4 in its entirety.

5.6 Delete the last sentence of 5.6.

Article 7. Copyrights and licenses.

7.1. Delete the last sentence of 7.1.

7.3 Amend 7.3 by substituting “the Owner’s purposes, including” in place of “purposes of” in line 2.

7.3.1 Delete 7.3.1 in its entirety.

Article 8. Claims and Disputes.

8.1.2 Delete the second sentence of 8.1.2.

8.2.1 Delete the second sentence of 8.2.1.

8.2.2 Delete everything after “mediation” in line 2.

8.2.4 Amend 8.2.4 by substituting the following: “If the parties do not resolve a dispute through mediation, then the method of binding dispute resolution shall be litigation. Venue for any action arising out of this Agreement shall be exclusively in the state or federal courts located in Harris County, Texas.”

8.3. Delete in its entirety.

Article 9. Termination or Suspension.

9.1 Amend 9.1 by inserting “without reasonable justification” after “Agreement” in line 1, and by inserting “undisputed” before “sums due” in sentence three. Also delete the last sentence.

9.3 Amend 9.3 by substituting “consecutive” for “cumulative”.

9.7 Amend 9.7 by deleting everything after “compensated”.

9.8 Amend 9.8 to read: “Upon termination for any reason, the Architect shall provide record copies of the Instruments of Service to the Owner.”

Article 10. Miscellaneous Provisions.

10.1 Amend 10.1 to read: “This Agreement shall be governed by the law of the State of Texas.”

10.3 Delete 10.3 in its entirety.

10.7 Delete the last sentence of 10.7

10.8 Insert “then to the extent permitted by Texas law, after “business proprietary”.

## Article 11. Compensation.

11.8.1 Amend 11.8.1 by deleting subparagraphs .8, .9 and .10.

11.8.1 Insert “one point ten” and “1.10” as appropriate.

11.9 Delete in its entirety.

11.10.2 Substitute the following for the second sentence: “This Agreement is subject to the provisions of the Texas Prompt Payment Act.”

## Article 12. Special Terms and Conditions.

Insert the following:

“12.1 The Architect will obtain the Owner’s written approval before proceeding to a subsequent phase.

12.2 In the event any provision of this Agreement is held invalid or unenforceable, such holding shall only apply to such provision and shall not affect or render invalid or unenforceable any other provision of this Agreement.”

## Article 13. Scope of Agreement.

13.2 Delete subparagraph .2.