

Owner's Allowance Expenditure Authorization

PROJECT: *(Name and address)*

CONTRACT INFORMATION:

Contract For: _____

Date: _____

ALLOWANCE INFORMATION:

Contingency Allowance Authorization Number: _____

CA _____

Date: _____

OWNER: *(Name and address)*

Webb County
1110 Victoria Street
Laredo, TX 78040

ARCHITECT: *(Name and address)*

CONTRACTOR: *(Name and address)*

THE OWNER'S ALLOWANCE IS CHANGED AS FOLLOWS:*(Insert a detailed description of the expenditure and, if applicable, attach or reference specific exhibits.*

1. Contingency Allowance: \$ _____ (Owner's Allowance)

The _____ will be deducted from the Contingency Allowance. This Contingency Allowance Authorization (CAA) will deduct \$ _____ from this Allowance.

\$ _____ Contingency Allowance Balance

(\$ _____) _____ (total)

\$ _____ Remaining Balance after acceptance of CA _____

The new Contingency Allowance Balance after this Contingency Allowance Authorization is: \$ _____

(See attached correspondence from Stoddard General Contractors that itemizes the total fees.)

The original Allowance Sum was:

\$ _____

The net change by previously authorized Contingency Allowance

Authorizations was:

\$ _____

The Contract Sum prior to this CAA was

\$ _____

The Contract Sum will be unchanged by this CAA in the amount of

\$ _____

The new Contract Sum including this CAA will be

\$ _____

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be unchanged.

NOTE:

This Contingency Allowance Authorization **does not** affect the Contract Sum or Guaranteed Maximum Price, or the Contract Time, nor does it affect Change Orders or Authorized Construction Change Directives until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

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Signature page follows

**CONTINGENCY AUTHORIZATION NOT VALID UNTIL RECOMMENDED BY THE
ARCHITECT AND CONTRACTOR AND AUTHORIZED BY OWNER**

Recommended:

ARCHITECT *(Signature)*

BY: _____
(Printed name and title)

June 2, 2025

Date

Recommended:



CONTRACTOR *(Signature)*

BY: Lee Herbst - Operations Manager
(Printed name and title)

6/03/2025

Date

Authorized:

OWNER *(Signature)*

BY: _____
(Printed name and title)

Date

RFI #6: Oculus Dormer

Status	Open		
To	Michael Hovar (Raba Kistner, Inc.) Humberto Rodriguez (Raba Kistner, Inc.)	From	Larry Hatfield (Stoddard General Contractors) 461 Rodeo Drive Spring Branch,
Date Initiated	May 8, 2025	Due Date	May 12, 2025
Location	Project Stage		
Cost Impact	Schedule Impact		
Spec Section	Cost Code		
Drawing Number	Reference		
Linked Drawings			
Received From			
Copies To	Hayden Burge (Stoddard General Contractors), Glenn Lindquist (Stoddard General Contractors)		

Activity

Question	Question from Larry Hatfield Stoddard General Contractors on Thursday, May 8, 2025 at 04:05 PM CDT We have reached out to the specified supplier for the Oculus Dormer to request submittal information. However the supplier refuses to provide this information. We are requesting assistance with this process. Thank you. Attachments OM Stoddard GC Contract--Webb County Justice Center.pdf, Supplier Email.pdf, Oculus Dormer Allowance Information.pdf Awaiting an Official Response
All Replies	Response from Humberto Rodriguez Raba Kistner, Inc. on Tuesday, May 13, 2025 at 09:32 AM CDT Larry, please give me a call when you get a chance. We like to discuss this in detail. Thank you Humberto Rodriguez

Larry Hatfield

From: Joshua Huber <joshua@ornametals.com>
Sent: Tuesday, April 29, 2025 12:16 PM
To: Larry Hatfield
Cc: Glenn Lindquist; Guenther Huber; Hayden Burge
Subject: Re: Webb County Justice Center—Legacy Oculus Dormers
Attachments: OM Stoddard GC Contract--Webb County Justice Center.pdf

Stoddard team,

Ornametals would like to be under contract for the production of the two dormers prior to providing shop drawings or submittal information. Attached is our form supplier agreement with the estimate attached. If our pricing and terms are accepted, we request that an authorized representative from Stoddard sign our supplier agreement. Following signature, we can begin working on shop drawings for the design team's review.

Our estimate is also updated to reflect new pricing. Due to cost increases, we have had to raise our prices.

Best wishes,

Josh Huber

On Tue, Apr 29, 2025 at 8:16 AM Larry Hatfield <LEH@stoddardgc.com> wrote:

Joshua,

We are working on putting together submittal information for this project. Please send submittal information for these Dormers. Thank you.

Regards,

Larry Hatfield

Project Manager

1.6 CONTINGENCY ALLOWANCE

- A. Use the CONTINGENCY ALLOWANCE only as directed by Architect for Owner's purposes and only by Allowance Authorization or Change Orders that indicate amounts to be charged to the CONTINGENCY ALLOWANCE.
- B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the CONTINGENCY ALLOWANCE are included in the allowance and are part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
- C. Allowance Authorization or Change Orders authorizing use of funds from the CONTINGENCY ALLOWANCE will include Contractor's related costs and reasonable overhead and profit margins.
- D. At Project closeout, credit unused amounts remaining in the CONTINGENCY ALLOWANCE to Owner by Change Order.

1.7 OCULUS MANSARD ALLOWANCE

- A. Use this ALLOWANCE only with an approved Submittal / Shop Drawings that must include a Change Order Authorization approved by Architect for Owner's purposes and only by Allowance Authorization or Change Orders that indicate amounts to be charged to the OCULUS MANSARD ALLOWANCE.
- B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the CONTINGENCY ALLOWANCE are included in the allowance and are part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
- C. Allowance Authorization or Change Orders authorizing use of funds from the CONTINGENCY ALLOWANCE will include Contractor's related costs and reasonable overhead and profit margins.
- D. At Project closeout, credit unused amounts remaining in the CONTINGENCY ALLOWANCE to Owner by Change Order.
- E. Fabrication of the Oculus Mansard is to be made by the following Approved Fabricator (or approved alternate):
 - 1. **Ornametals Manufacturing LLC**
 - 2. 140 County Road 1311, Cullman, Alabama 35058
 - 3. Phone: (256) 255-0190
 - 4. www.ornametals.com
 - 5. info@ornametals.com
 - 6. Attn.: Joshua Huber, joshua@ornametals.com

1.8 ALLOWANCES

- A. Contractor shall Maintain detailed records of work done under these Allowances, including photographs and size and location notations on Record Drawings. Submit full information for all Allowance work on a bi-weekly basis.
 - 1. If installed quantities exceed Allowance amounts, all additional work shall be undertaken under a Unit Pricing basis.
 - 2. If final installed quantities are less than Allowance amounts, at contract closeout, funds remaining will be credited to the owner by Change Order.

SUPPLIER AGREEMENT

IN CONSIDERATION OF the covenants and conditions hereafter expressed this Agreement is made this
29th day of April, 2025 between:

The Contractor/Owner: Authorized Rep., Stoddard General Contractors
..... 461 Rodeo Dr.
..... Spring Branch, TX 78070

And the Supplier: Joshua Huber, Ornametals Manufacturing LLC.
..... 1812 Grant Street
..... Decatur, AL 35601

For the following project: Webb County Justice Center, 1110 Victoria St, Laredo, TX 78040

1. Scope of Work

- a. The Supplier shall furnish all of the material and perform all of the Work on the Project as described in accordance to the attached proposal and estimate— ****Estimate # TBD****
****Proposal - Article 1: Terms and Conditions - Article 2: Scope, Description, and Prices - Article 3: Drawings Received****

2. Project Sum/Payments

- a. The Project sum is \$ 41,537.00

Notes:

- The price is valid only for an order of the complete quantity specified; a partial order would require a revised offer.
- If large physical samples are required, the Supplier reserves the right to raise the shipping cost up to \$ 5,000 dollars following reasonable disclosure to the Contractor/Owner.
- Should there be a variation exceeding 3% in the cost of copper during the validity period of this offer, the Supplier reserves the right to revise the price unilaterally. Any price adjustments will be communicated to the Contractor/Owner, and, in the case of fluctuations occurring after the acceptance of this offer, the Contractor/Owner agrees to discuss and formalize the adjustments in good faith.
- All pertinent sales taxes are the responsibility of the Contractor/Owner.

- b. Contractor/Owner agrees to the following payment terms –

1. Fabrication downpayment (40%) - \$ 16,615.80 to be invoiced in the next 4 weeks for pre-production work, shop drawings, material and tool costs.
2. Progress payments (50%) - \$ 20,768.50 to be invoiced as one payment following production benchmark (completion of both dormers, to be guaranteed by photograph)
3. Final payment (10%) - 4,153.70 due upon Contractor/Owner receiving all listed items.

3. Indemnification

- a. To the fullest extent permitted by law, the Contractor/Owner shall indemnify and hold harmless the Supplier and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor/Owner, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

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

Supplier:

Joshua Huber, Ornametals Manufacturing LLC.

Date

Contractor/Owner:

Authorized Representative, Stoddard General Contractors

Date

From: Joshua Huber
Phone: (256) 642-5077
E-mail: joshua@ornametals.com

04/29/2025

Project: Oculus Dormers, Webb County Justice Center
Our reference: —
Customer's reference: —
Offer valid till: 05/29/2025

ARTICLE 1: TERMS AND CONDITIONS

Upon your request, we are pleased to provide a binding offer for the project referred to above. This offer is based on the architectural drawings provided to me, specifically those attached below. The offer includes custom-crafted natural copper ornamental elements fabricated to meet the specifications outlined in the attached document. **The items will be provided as a ready-to-install kit with little to no onsite mitering required, substantially reducing overall labor costs.**

The offer has been prepared on the basis of the information received. Should the requirements change, or if any additional or updated photos deviate from these initial documents, Ornametals reserves the right to adjust the price quotation accordingly to reflect any necessary revisions in scope, material, timing or fabrication processes.

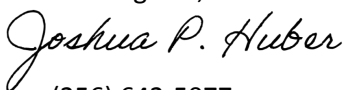
Please note that the prices included in this offer are not unit prices. Calculating individual costs by dividing the total price by the number of items would not accurately represent individual prices, as technical assistance and tooling costs are amortized over the total project quantity. This pricing structure allows us to maintain competitive rates for the full project scope, as well as to ensure the efficiency and precision of our fabrication process. **The price is valid only for an order of the complete quantity specified; a partial order would require a revised offer.**

The offer is contingent upon Ornametals receiving accurate architectural drawings, 3D scans, or physical samples of the existing copper pieces. **If large physical samples are required, Ornametals reserves the right to raise the shipping cost in good faith.** Furthermore, if any items, drawings, or additional information supplied later deviate from the initial project specifications or contain incomplete or inaccurate details, Ornametals shall also be entitled to review and adjust the price accordingly and, as the case may be, alter the conditions of this quotation.

This offer is subject to fluctuations in the price of copper material. Should there be a variation exceeding 3% in the cost of copper during the validity period of this offer, Ornametals reserves the right to revise the price unilaterally. Any price adjustments will be communicated to the customer, and, in the case of fluctuations occurring after the acceptance of this offer, the client agrees to discuss and formalize the adjustments in good faith. Additionally, the price and terms of this offer are contingent on the project's scheduled timeline, which should be clarified and agreed upon to ensure accurate delivery and cost expectations.

Lastly, prior to beginning any work, Ornametals will require a partial fabrication downpayment to cover material and tooling costs. All pertinent sales taxes are the responsibility of the customer. This offer is subject to the conditions set out herein and is valid until 05/29/2025.

Best regards,

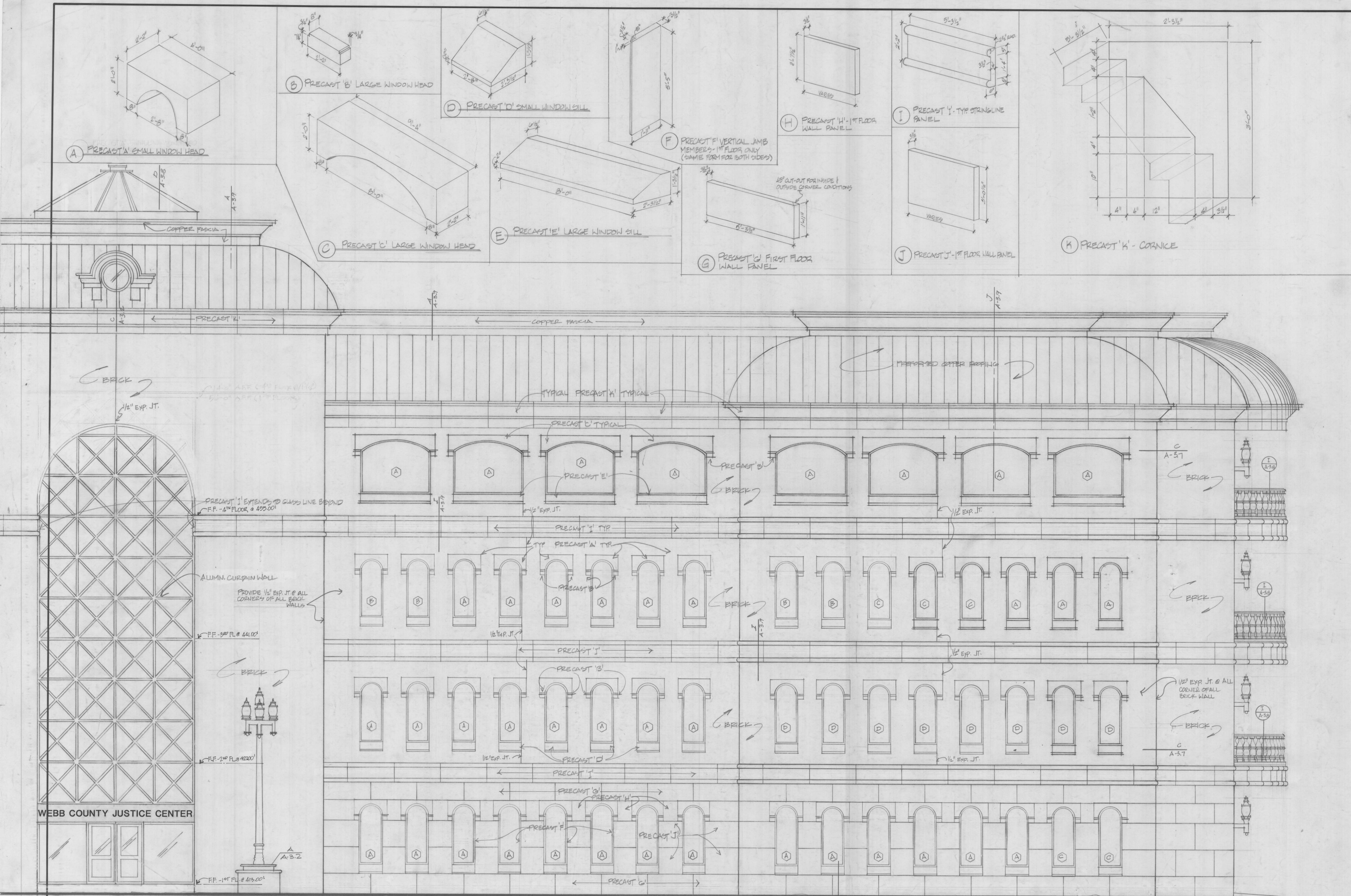


(256) 642-5077
Ornametals LLC.
1812 Grant Street, SE
Decatur, AL 35601

ARTICLE 2: SCOPE DESCRIPTION AND PRICES

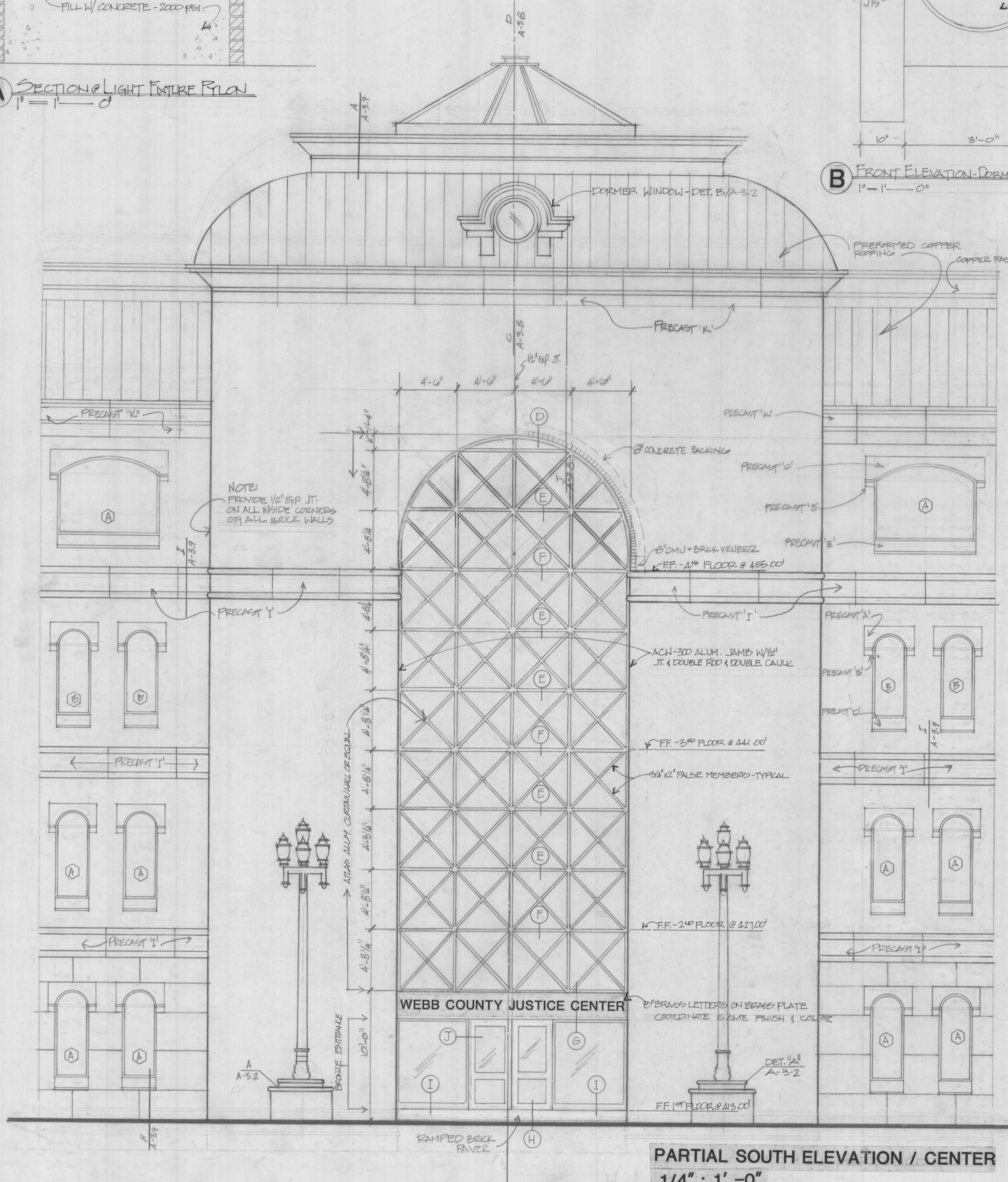
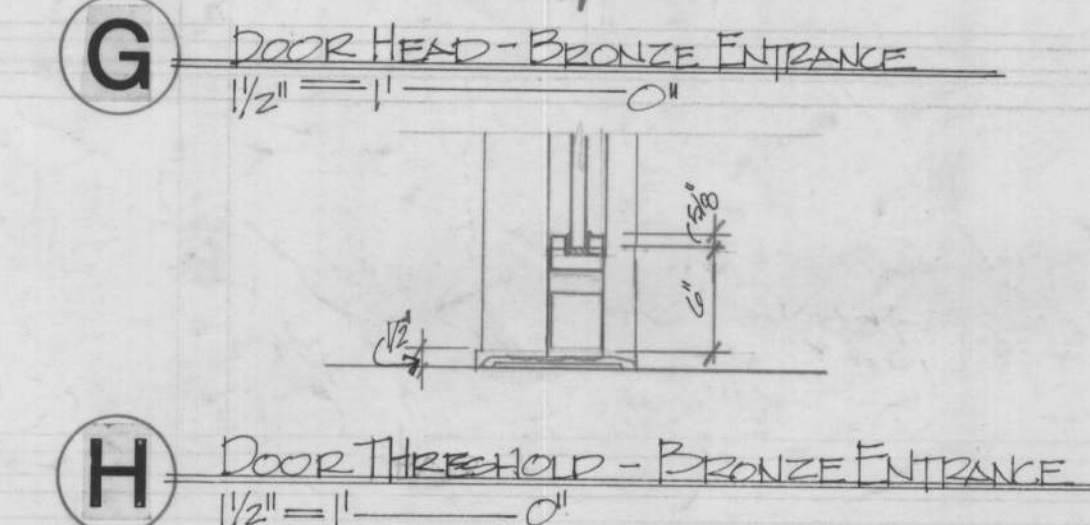
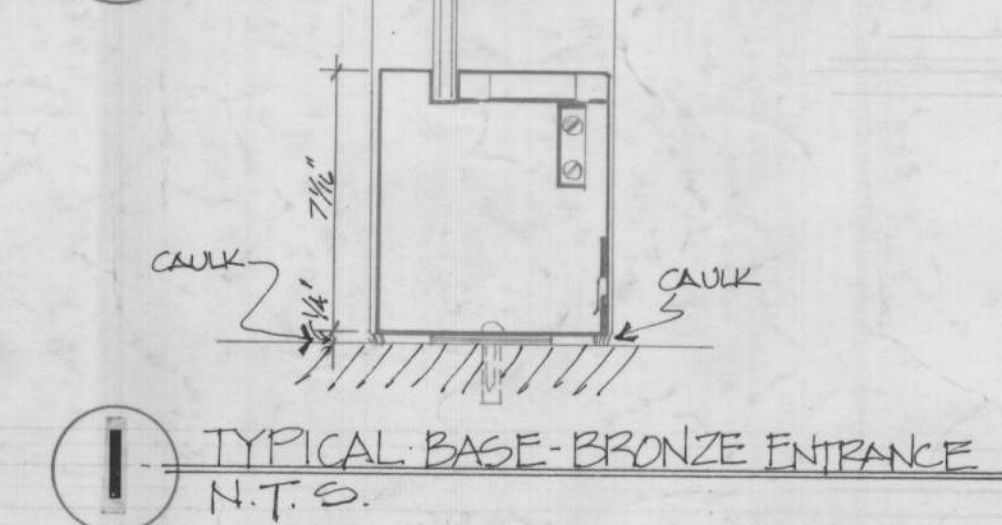
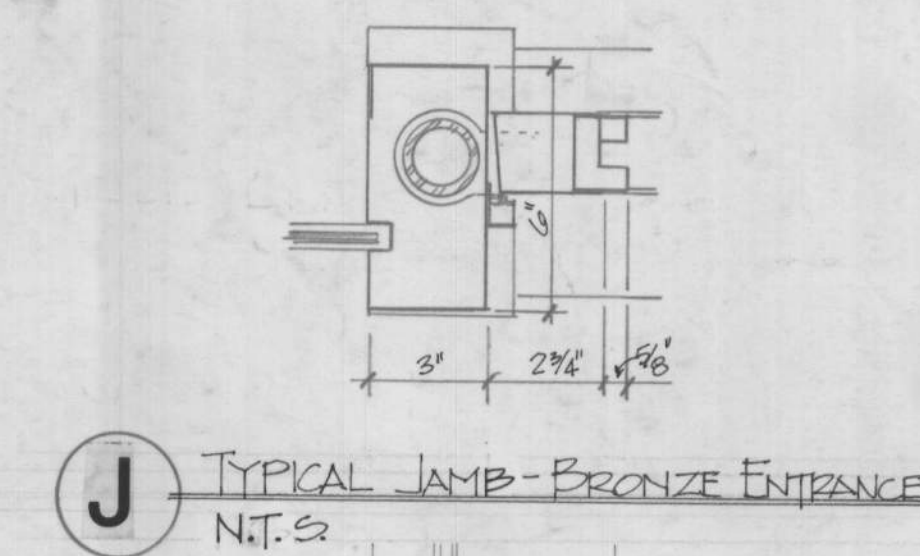
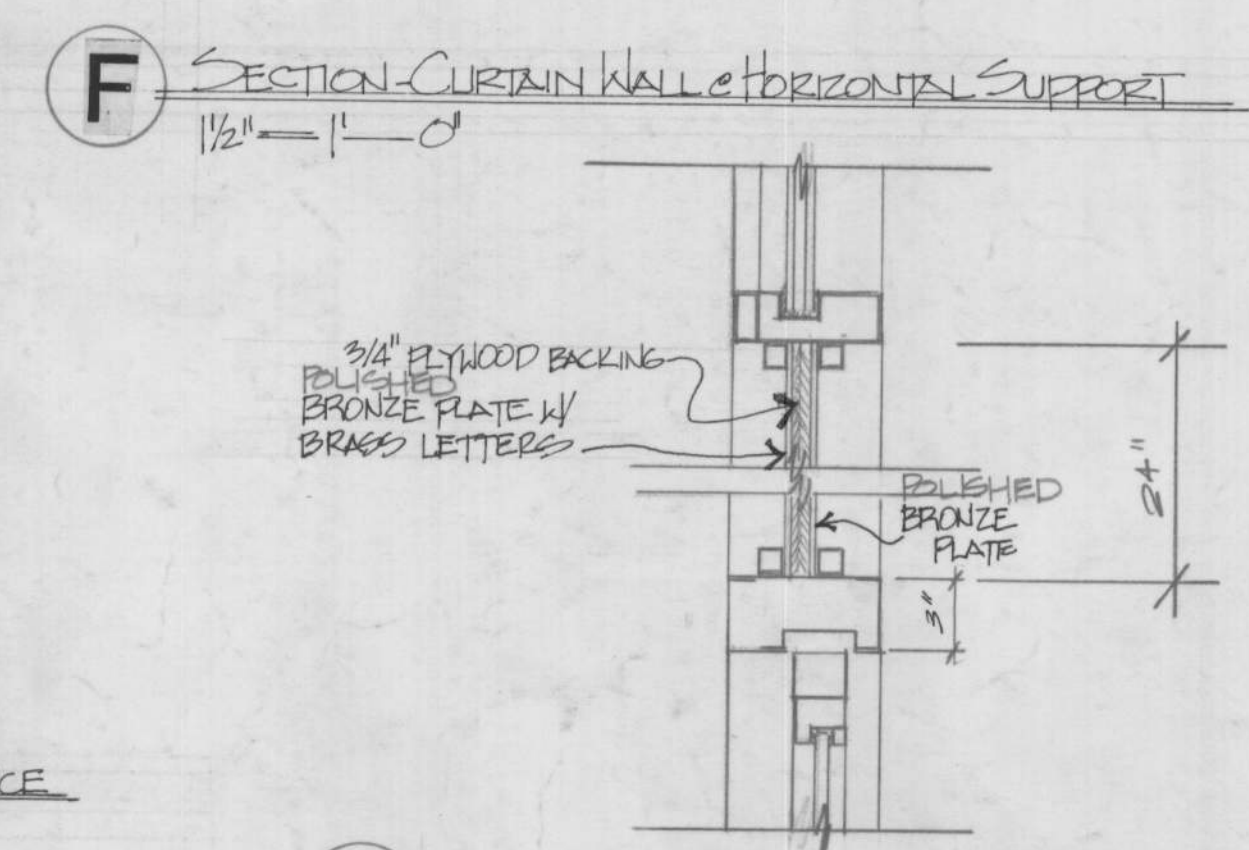
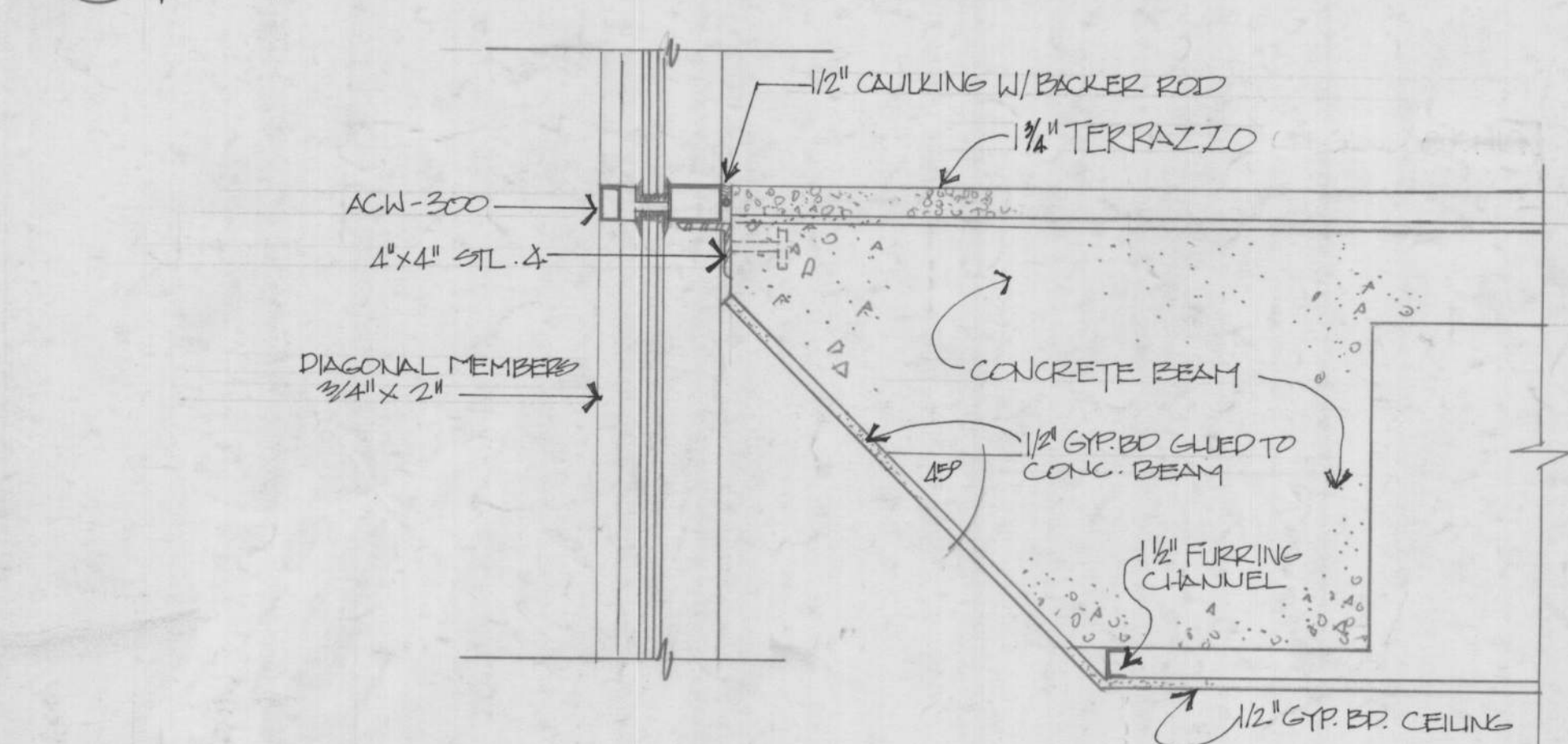
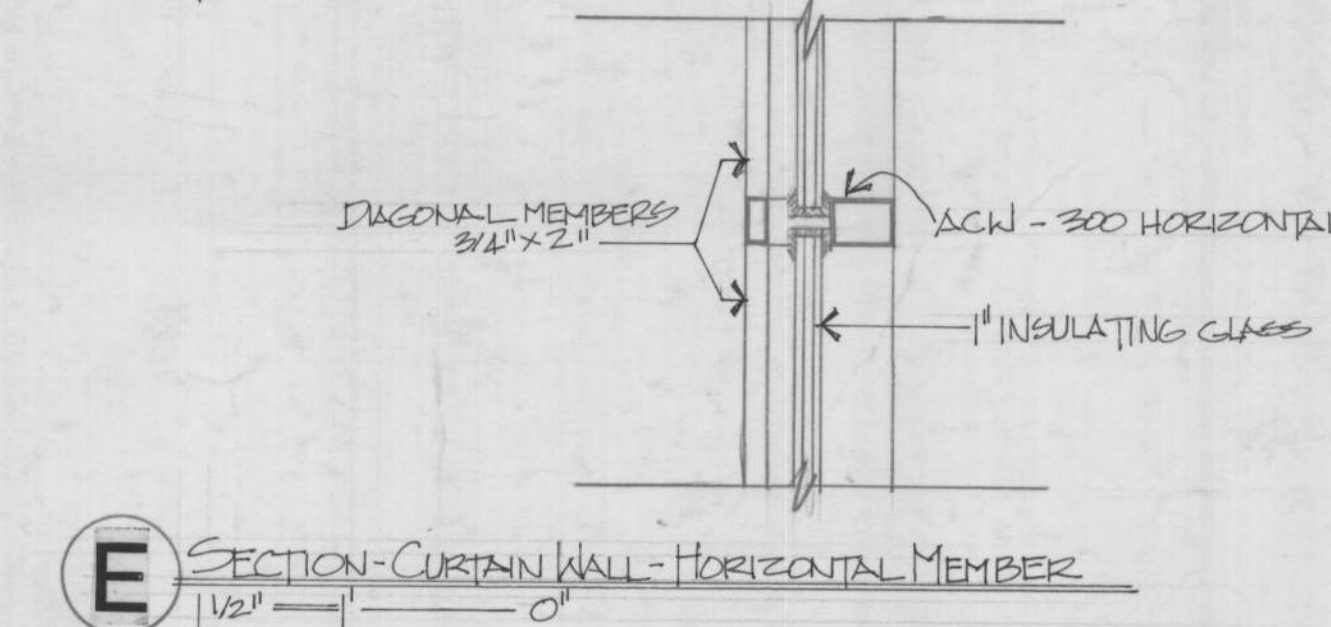
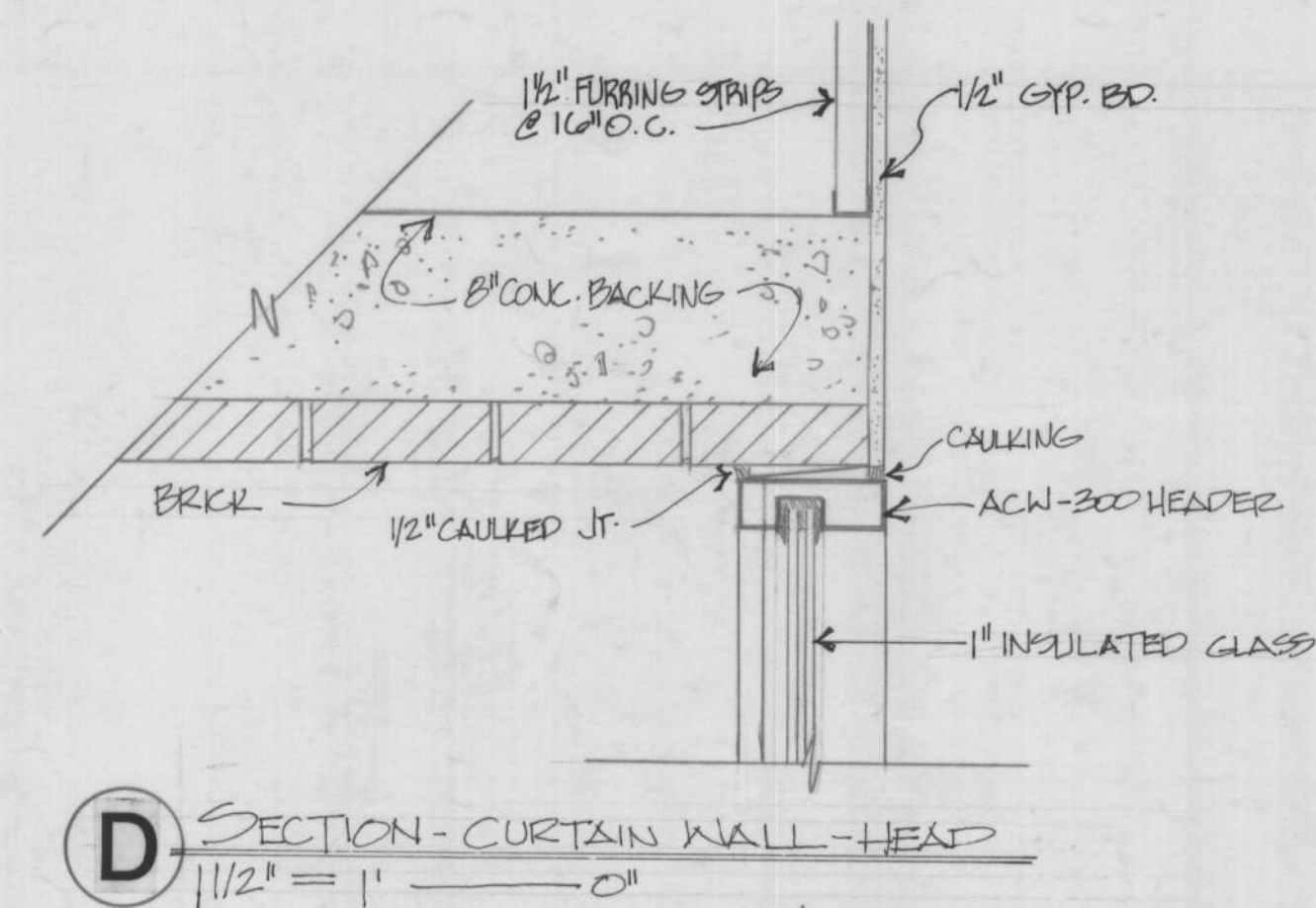
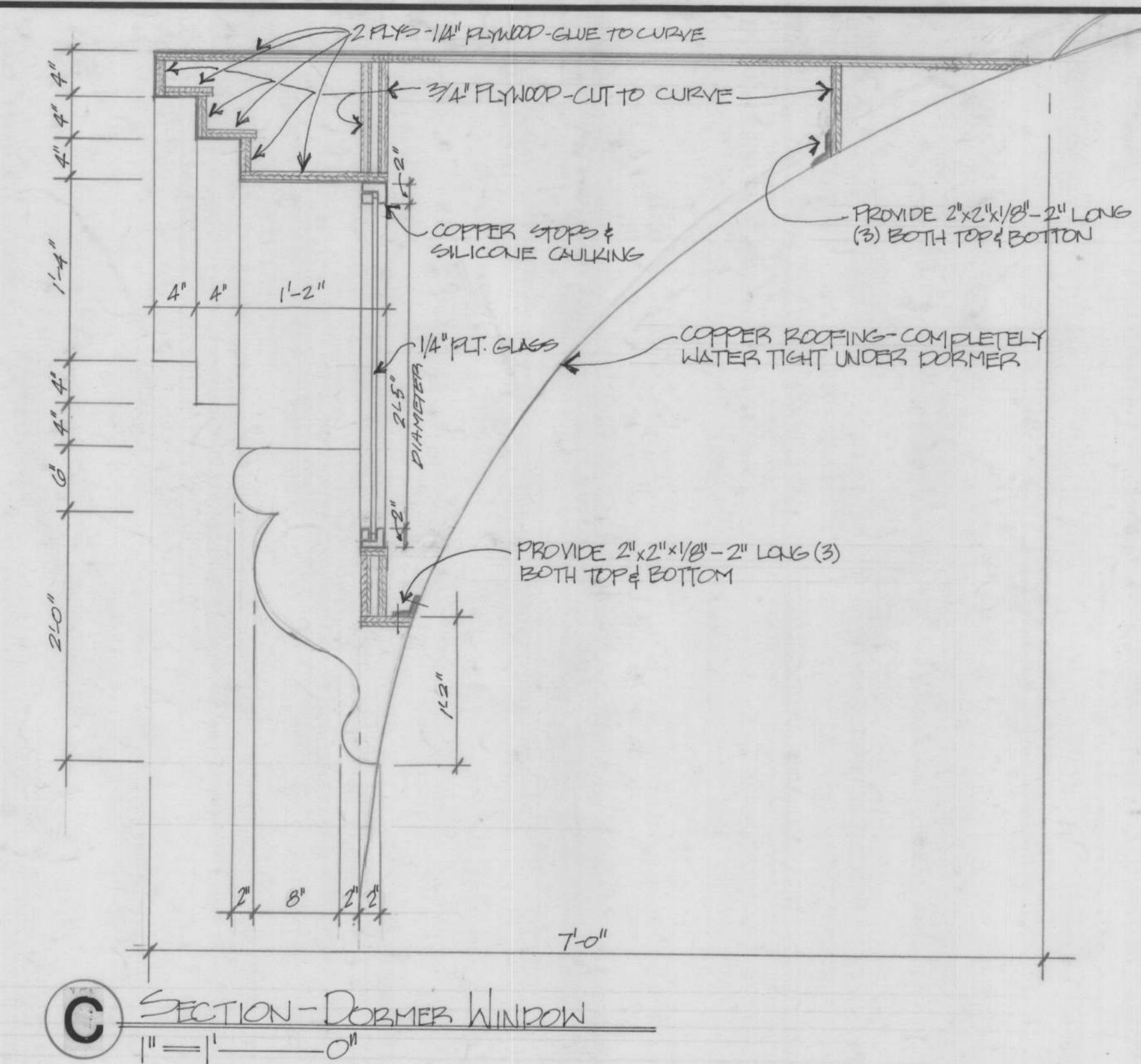
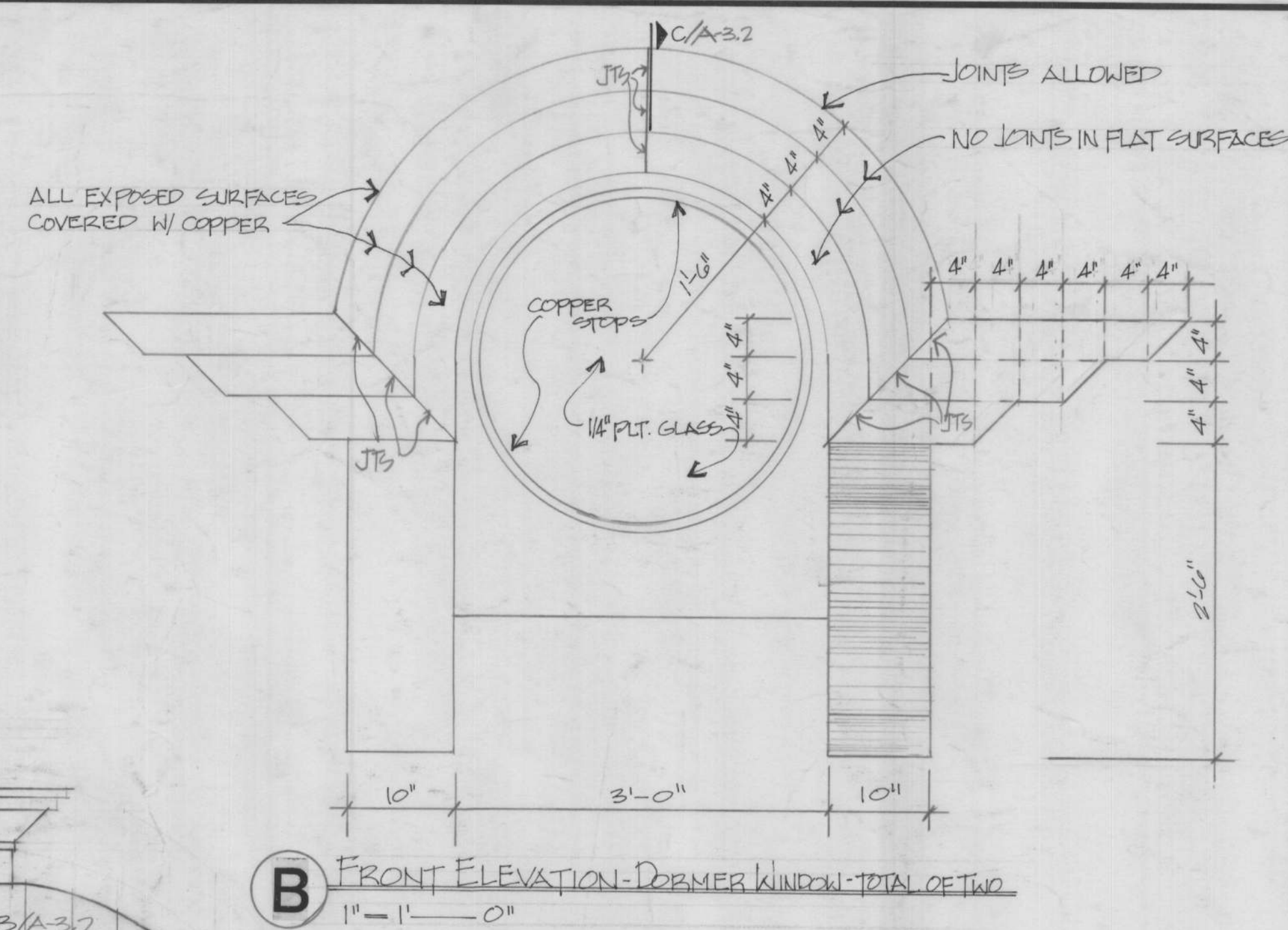
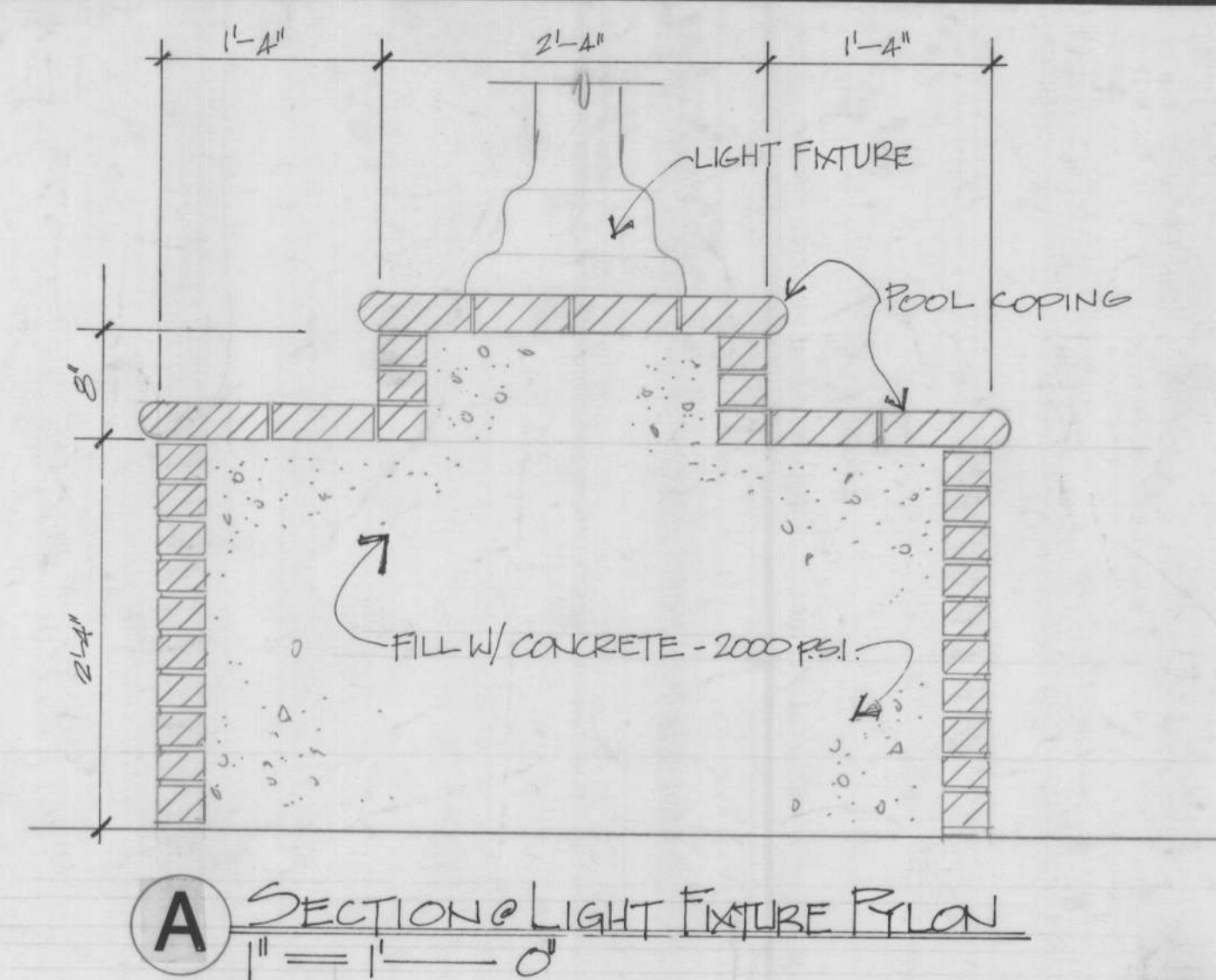
Subject to the terms and conditions included in the above letter, Ornametals shall manufacture and deliver the items that are listed below at the total price of **\$ 41,537.00**

Item	Product	Qty	PPU	Total Price	Picture/Drawing
1	<u>Legacy Oculus Dormers</u> <u>Opening: 3'-0":</u> <u>Hood depth: between 3 and 7 feet</u> <u>Without joinery</u> <u>Delivered in two parts, lined</u> <u>Assembly on-site to be carried out</u> <u>by the client</u>	2	\$19,768.50	\$39,537.00	
2	Inbound Shipping and handling. *SHIPPING PRICES MAY VARY	2	\$1,000.00	\$2,000.00	
	This estimate is valid until 5/29/2025 *Sales tax <u>NOT</u> included; if applicable, sales tax is the responsibility of the customer. **Prices are based on 4/29/2025 COMEX price. Price <u>MAY VARY</u> depending on the cost of copper. ***Delivery/Lead time is to be defined, except if agreed otherwise depending on the complexity of the work.				Total Estimate Value: \$41,537.00



ARTICLE 3: DRAWINGS RECIEVED

PARTIAL SOUTH ELEVATION/EAST HALF
1/4" : 1'-0"
CHANGE ORDER #3



PARTIAL SOUTH ELEVATION / CENTER
1/4" : 1' - 0"

ARTICLE 3: DRAWINGS RECIEVED

12/22/09 DATE

ASHLEY HUMPHRIES PARTNERSHIP
MEMBERS AMERICAN INSTITUTE OF ARCHITECTS
LAREDO, TEXAS

WEBB COUNTY JUSTICE CENTER
LAREDO, TEXAS



A-3.2

CHANGE ORDER #3

SHEET