

DRAFT 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 «13th » day of «December» in the year «2021 »
(In words, indicate day, month and year.)

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

«Webb County, Texas »
«1000 Houston Street »
«Laredo, Texas 78041 »
« »
« »

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

«Quantcorp Construction, LLC »
«6420 Polaris Drive, Suite 1 »
«Laredo, Texas 78041 »
« Telephone: (956) 763-2128 »
«Facsimile: (956) 825-2721 »

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

« Webb County Detoxification Facility-Renovation Project »
«US Highway 59 & State Henry Cuellar Roadway »
«Laredo, Texas 78045 »

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

« Redline Architecture, LLC »
«1119 Flores, Suite 200 »
«Laredo, Texas 78040 »
«Telephone Number: (956) 727-5391 »
« »

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.

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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ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), all sections of the Project Manual and Construction Documents, Drawings, Specifications, Geotechnical Reports, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9. Any reference to Contract Documents or any documents included in the Contract Documents and/or supplemental for this Project, shall refer to the Contract Documents as amended for this Project. *(Warning: Make sure that any supplemental Conditions do not contradict the provisions of the A201)*

“Construction Documents” means: All Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractors, and other documents, including those in electronic form, prepared by the Architect and the Architect’s consultants and which set forth in detail requirements for construction of the Project.

§ 1.2 The Agreement, 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 the Agreement shall be valid, binding, and enforceable only if said revision, amendment or modification is made conspicuous by being underlined, lined-through, or highlighted in this Agreement signed by Contractor and the authorized representative of Owner’s Commissioners Court. In the event of conflict, terms and conditions contained in the Agreement, shall take precedence over terms and conditions contained in the General Conditions, and the terms and conditions in the General Conditions, shall take precedence over all other terms and conditions contained in the other Contract Documents. If the Request for Proposals and the Proposal are included in the Contract Documents, then the Request for Proposals shall take precedence over the Proposal, unless specifically agreed otherwise herein.

§ 1.3 The Webb County Commissioners Court, by majority vote, is the only representative of the Owner, a political subdivision of the State of Texas, having the power to enter into or amend a contract, to approve changes in the scope of the Work, to approve the Request for Proposals which shall take precedence over the Proposal, unless specifically agreed otherwise herein 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 or to terminate a contract. The Owner designates the following as the individual authorized to sign documents on behalf of the Webb County Commissioners Court, following appropriate Commissioners Court action: Hon. Tano E. Tijerina, Webb County Judge, or other Commissioners Court designee.

§ 1.4 The Board designates the authorized representatives identified in Paragraph 8.3 to act on its behalf in other respects.

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.
- [«X»] A date set forth in a notice to proceed issued by the Owner.
- [« »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

The commencement date will be the first business day after the Contractor's receipt of the written notice to proceed. The notice to proceed shall not be issued by Architect or County Engineer until the Agreement has been signed by the Contractor, approved by the Owner's Commissioners Court, signed by the Owner's authorized representative, and Owner and Architect have received all required payment and performance bonds and insurance, in compliance with Article 11 of AIA Document A201-2017

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

§ 3.3 Substantial Completion

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

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

- [«X»] Not later than «Three Hundred Eight Calendar Days » («308 ») calendar days from the date of commencement of the Work.
- [« »] By the following date: « »

Final Completion shall be 30 calendar days after the date of Substantial Completion, subject to adjustments of the Contract Time as provided in the Contract Documents.

§ 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
Not Applicable	Not Applicable

§ 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.

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 « ONE MILLION EIGHT HUNDRED SIXTY-EIGHT THOUSAND ONE HUNDRED THIRTY-FIVE DOLLARS » (\$ «1,868,135.00 »), subject to additions and deductions as provided in the Contract Documents.

(Note: Optional Paragraph)

§ 4.1.1 The Contract Sum contains an Owner's Contingency in the amount of \$0.00. 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

§ 4.2 Alternates

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

Item	Price
1. Alternate #1 Bid Deduction (Remove Admin. Area rooms 64-67.	1. \$ 53,410.58
2. Alternate #2 Bid Deduction (Deduct Alternate Doors and Hardware)	2. \$ 6,598.80
3. Alternate #3 Bid Deduction (Remove Generator)	3. \$131,859.00
4. Alternate #4 Bid Deduction (Remove Front Entrance/Entry Canopy)	4. \$ 61,542.00
5. Alternate #5 Bid Deduction (Remove Rear Canopy)	5. \$ 30,303.00
6. Alternate #6 Bid Deduction (Remove Basketball Court Upgrades)	6. \$ 41,796.14
7. Alternate #7 Bid Deduction (Remove Perimeter in Rear)	7. \$ 6,879.60
8. Alternate #8 Bid Deduction (Remove Security Access Control System)	8. \$ 3,510.00
9. Alternate #9 Bid Deduction (Remove Surveillance Camera System)	9. \$ 19,769.49
10. Alternate #10 Bid Deduction (Remove Exterior Paint)	10\$ 16,769.03
TOTAL:	\$372,437.64

§ 4.2.2 INTENTIONALLY DELETED.

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Not Applicable	Not Applicable

§ 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)
Not Applicable	Not Applicable	Not Applicable

§ 4.5 Liquidated damages, if any:

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

«Seven Hundred Dollars (\$700.00) per calendar day as provided under section 4.5.1 and 4.5.2 below »

§ 4.5.1 **Substantial Completion.** 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 of the Project and Owner shall sustain damages as a result of Contractor's failure, neglect or refusal to achieve said deadlines. Such 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 damages caused by failure of Contractor to complete the Work within the allotted or agreed extended times of Substantial Completion, that such sums are liquidated 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 increased costs, all of which are difficult to exactly ascertain. Failure to complete the Work within the designated or agreed extended dates of Substantial Completion, shall be construed as a breach of this Agreement. It is expressly agreed as a part of the consideration inducing the Owner to execute this Agreement that the Owner may deduct from any Payment made to the Contractor a sum equal to Seven Hundred Dollars \$700.00 per day for each and every additional calendar day beyond the agreed date of Substantial Completion.

§ 4.5.2 Final Completion. In addition, timely Final Completion is an essential condition of this Agreement. Contractor agrees to achieve Final Completion of the Agreement within 30 calendar days of the designated or agreed extended date of Substantial Completion. It is specifically understood and agreed by and between Owner and Contractor that time is of the essence in the Final Completion of the Project and Owner shall sustain additional damages as a result of Contractor's failure, neglect or refusal to achieve said deadline. Such 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 damages caused by failure of Contractor to complete the Work within the allotted or agreed extended times for Final Completion, that such sums are liquidated damages and shall not be construed as a penalty. 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 finally 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 the following categories of damages to the Owner: potential hazards to students, staff and visitors, additional architectural, engineering, program management fees (and fees of any other consultants); increased administrative or operational expenses; additional attorney's fees; increased maintenance and custodial costs and additional, utilities, security and clean-up costs, and other increased costs. Failure to complete the Work within the designated or agreed extended dates of Final Completion, shall be construed as a breach of this Agreement. 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 Seven Hundred Dollars (\$700.00) per day. Owner may deduct such liquidated damages from any Payment made to Contractor before or at Final Payment; 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.

§ 4.5.3 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, and damages for failure to achieve Substantial Completion and failure to achieve Final Completion may run concurrently. 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.)

«Not Applicable »

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 shall submit monthly Applications for Payment to the Architect on AIA Form G702 for approval. Continuation sheets shall be submitted on AIA Form G703. If the Architect approves the application, then they shall submit a Certificate for Payment to the Owner. The Architect 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 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 to the Contractor within thirty (30) days of receipt of the Certificate for Payment from the Architect 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.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum less any unused Owner's contingency 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 for Construction, as amended, 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 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;
- .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 to the extent approved by the Owner in writing, as provided in Article 7.3.9 of AIA Document A201™-2017, General Conditions of the Contract for Construction, as amended.

§ 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, as amended;
- .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, as amended, or amounts certified by the Architect and disputed by the Owner; 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 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.)

«Five Percent (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]

§ 5.1.7.1.1 INTENTIONALLY DELETED.

§ 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.)

« NONE »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Final 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.

§ 5.1.8 INTENTIONALLY DELETED

§ 5.1.9 Except with the Owner's prior written approval or as otherwise provide in Section 9.3.2 of the AIA A201-2007, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.10 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 at any time.

§ 5.1.11 If Contractor fails or refuses to complete the Work, or has unsettled claims with Owner, any payment to Contractor shall be subject to deduction for such amounts as the Architect if applicable, shall determine as the cost for completing incomplete Work and the value of unsettled claim.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum minus authorized deductions and liquidated damages, 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 nonconforming Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has provided all documents required by Section 3.5 et seq. and 9.10.2 et seq. of AIA Document A201-2017;
- .3 a final Certificate for Payment has been issued by the Architect; and
- .4 Owner's Commissioners Court has voted to accept the Work and approved the Final Payment.

§ 5.2.2 The Owner's final payment of undisputed sums to the Contractor shall be made no later than 30 days after Owner's Commissioners Court vote approving Final Payment.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest pursuant to Texas Government Code Section 2251.025. Contractor agrees Contractor will not be entitled to any attorney's fees to enforce Texas Government Code Section 2251.025.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

All disputes relating to this Agreement shall be resolved pursuant to the terms of Article 15 of the AIA Document A201-2017, as amended.

§ 6.2 INTENTIONALLY DELETED.

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, as amended.

§ 7.1.1 INTENTIONALLY DELETED

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

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)

«Mr. Luis Perez Garcia, PE »

«Webb County Engineer »

«1620 Santa Ursula »

«Laredo, Texas 78040 »

« »

« »

§ 8.3 The Contractor's representative:

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

«Mr. Abraham R. Gonzalez, President »

« 6420 Polaris Drive Suite 1 »

«Laredo, Texas 78041 »

« Telephone Number: 956.763.2128 »

« Fax: 956.825.2721 »

«email: quantum.abe@gmail.com »

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor, as amended, where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, as amended, and elsewhere 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.)

§ 8.7 Other provisions:

«Not Applicable »

§ 8.7.1 The Agreement shall be governed by the laws of the State of Texas, and any litigation shall be conducted in state district court. Mandatory and exclusive venue shall be in the state courts of Webb County, Texas, or, if no county is specified, then in the county in which the Owner's main administrative office is located.

§ 8.7.2 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.

§ 8.7.3 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.

§ 8.7.4 Section 1.5 of AIA Document A201-2017, as amended, shall govern Contractor's use of the Construction Documents.

§ 8.7.5 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. As part of that responsibility, Contractor shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees, subcontractors, and all other persons carrying out the Contract.

§ 8.7.6 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 contain a current photograph and the worker's full name in a typeface large enough to be seen from a reasonable distance.

§ 8.7.7 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.

§ 8.7.8 Contractor shall follow, and shall require all employees, agents or subcontractors to follow, applicable ordinances of the municipality in which the Project is located. In addition, if not covered by the municipality's tree ordinance, Contractor shall barricade and protect all trees on the Project.

§ 8.7.9 Contractor shall institute a theft deterrence 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' actions, omissions, or failure to secure the Work or connecting or adjacent property of Owner.

§ 8.7.10 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.

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

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

§ 8.7.13 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.

§ 8.7.14 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.

§ 8.7.15 Unless otherwise noted, terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201-2017, General Conditions of the Contract for Construction, as amended, for the Project.”

8.7.16 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), Contractor shall fully comply, and shall require any applicable subcontractor to comply, with:

- .1** The Occupational Safety and Health Administration standards for trench safety in effect for the construction of the Work;
- .2** The special shoring requirements, if any, of the Owner; and
- .3** Any geotechnical information obtained by Owner for use by the Contractor in the design of the trench safety system.
- .4** 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 Contract Sum.

§ 8.7.17 No delay or omission by Owner in exercising any right or power accruing upon the noncompliance or failure of performance by Contractor 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 Owner of any of the covenants, conditions or agreements hereof to be performed by Contractor shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

§ 8.7.18 Contractor stipulates that Owner is a political subdivision of the State of the Texas, and, as such, enjoys immunities from suit and liability as provided by 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.

§ 8.7.19 By executing this Agreement, Contractor verifies that it does not boycott Israel, and it will not boycott Israel during the terms of this Contract. Pursuant to Texas Government Code, Chapter 2271, as amended, if Contractor is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, 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.

§ 8.7.20 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.

§8.7.21 The Contractor verifies by its signature below that it is not an abortion provider or an affiliate of abortion providers.”

§8.7.22

- .1 By entering into this Contract, pursuant to Texas Government Code 552, Subchapter J, the Contractor agrees to be bound by the following terms if the Contract has a stated expenditure of at least \$1,000,000 for the purchase of goods or services by the District or if the Contract results in the expenditure of at least \$1,000,000 in public funds for the purchase of goods or services by the District in a fiscal year of the District. If the District receives a written request for public information related to this Contract that is in the possession or custody of the Contractor and not in the possession or custody of the District, the District shall send, not later than the third business day after the date the District receives the written request, a written request to the Contractor that Contractor provide that information to the District.
- .2 The Contractor must:
 - .1 Preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the District for the duration of the Contract;
 - .2 Promptly, within four business days, provide to the District any requested contracting information that is in the custody or possession of the Contractor upon request of the District; and,
- .3 On completion of the Contract, either:
 - .1 Provide to the District at no cost all contracting information related to the Contract that is in the custody or possession of the Contractor; or
 - .2 Preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the District.
 - 3 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with the requirements of that subchapter.
- .4 Further, under Texas Government Code Chapter 552.372(c), the District may not accept a bid for or awarding of a contract to an entity that the District has determined has knowingly or intentionally failed in a previous bid or contract to comply with Subchapter J, unless the District determines and documents that the entity has taken adequate steps to ensure future compliance.
- .5 If a Contractor fails to provide to the District the requested information, Texas Government Code Chapter 552.373 requires the District to notify the Contractor in writing of the failure and allow 10 business days to cure the violation. District may terminate the Contract if Contractor fails to remedy the failure, District determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.

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, as amended
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, as amended
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended
- .4 **INTENTIONALLY DELETED**
- .5 Drawings

Number	Title	Date
A000	INDEX SHEET/LOCATION MAP	10/14/2020
A001	GENERAL NOTES	10/14/2020
A002	LIFT SAFETY/BUILDING INFORMATION	10/14/2020
A003	GRAPHIC LEGEND + SYMBOLS	10/14/2020
A004	ACCESSIBILITY STANDARDS	10/14/2020
A005	ACCESSIBILITY STANDARDS	10/14/2020
A006	ACCESSIBILITY STANDARDS	10/14/2020
A007	ACCESSIBILITY STANDARDS	10/14/2020
A100	SITE PLAN	10/14/2020
A101	ALTERNATES PLAN	10/14/2020
A200	ARCHITECTURAL FLOOR PLAN-DEMOLITION	10/14/2020
A201	EXISTING BUILDING PHOTOS	10/14/2020
A202	EXISTING BUILDING PHOTOS	10/14/2020
A203	REFLECTED CEILING PLAN-DEMOLITION	10/14/2020
A204	ARCHITECTURAL FLOOR PLAN-NEW	10/14/2020
A205	ENLARGED PLANS	10/14/2020
A206	INTERIOR ELEVATIONS	10/14/2020
A207	INTERIOR ELEVATIONS	10/14/2020
A208	INTERIOR ELEVATIONS	10/14/2020
A209	INTERIOR ELEVATIONS	10/14/2020

A210	FINISH/SIGNAGE FLOOR PLAN + FINISH SCHEDULE	10/14/2020
A211	REFLECTED CEILING PLAN-NEW	10/14/2020
A212	ALTERNATE NO. 04 ENTRANCE CANOPY ENLARGED	10/14/2020
A213	EXTERIOR ELEVATION	10/14/2020
A225	RENDERINGS	10/14/2020
A300	ROOF PLAN	10/14/2020
A400	BUILDING SECTIONS	10/14/2020
A500	PARTITION TYPES + DETAILS	10/14/2020
A501	DETAILS	10/14/2020
A600	DOOR SCHEDULE	10/14/2020
A601	DOOR + WINDOW DETAILS	10/14/2020
MG01	MECHANICAL NOTES AND LEGEND	10/14/2020
MDP01	MECHANICAL EXISTING FLOOR PLAN	10/14/2020
MP01	MECHANICAL FLOOR PLAN	10/14/2020
MPO2	MECHANICAL ROOF PLAN	10/14/2020
MS01	MECHANICAL SCHEDULES	10/14/2020
MD01	MECHANICAL DETAILS	10/14/2020
ED1.0	ELECTRICAL LIGHTING FLOOR PLAN	10/14/2020
ED1.1	ELECTRICAL DEMO FLOOR PLAN	10/14/2020
E1.1		10/14/2020

E2.1	ELECTRICAL LIGHTING FLOOR PLAN	10/14/2020
E3.1	ELECTRICAL POWER FLOOR PLAN	10/14/2020
E4.1	ELECTRICAL SPECIAL SYSTEM PLAN	10/14/2020
E5.1	ELECTRICAL LEGEND	10/14/2020
E6.1	ELECTRICAL SCHEDULES	10/14/2020
PD1.0	ELECTRICAL DETAILS	10/14/2020
P1.1	PLANNING DEMO FLOOR PLAN	10/14/2020
P1.2	PLUMBING SEWER & VENT FLOOR PLAN	10/14/2020
P2.1	SEWER & VENT PLUMBING RISER	10/14/2020
P2.2	PLUMBING DOMESTIC WATER FLOOR PLAN	10/14/2020
P3.1	DOMESTIC WATER PLUMBING RISER	10/14/2020
P3.2	PLUMBING LEGEND	10/14/2020
P4.1	PLUMBING SCHEDULES	10/14/2020
FP1.1	PLUMBING DETAILS	10/14/2020
S101	FIRE PROTECTION /FLOOR PLAN	08/07/2020
S201	GENERAL NOTES	08/07/2020
S301	TYPICAL NEW DOOR OPENING ELEVATION	08/07/2020
S302	ENTRY CANOPY FOUNDATION AND FRAMING PLAN	08/07/2020
	BACK CANOPY FOUNDATION AND FRAMING PLAN	

.6 Specifications

Section	Title	Date	Pages
	PROJECT MANUAL	08/27/2021	
DIVISION 00	PROCUREMENT AND CONTRACTING REQUIREMENTS	08/27/2021	
SECTION 000101	PROJECT TITLE PAGE	08/27/2021	1
SECTION 000102	PROJECT INFORMATION	08/27/2021	5
SECTION 000103	PROJECT DIRECTORY	08/27/2021	2
SECTION 000110	TABLE OF CONTENTS	08/27/2021	4
SECTION 000115	LIST OF DRAWING SHEETS	08/27/2021	1
SECTION 002113	INSTRUCTIONS TO OFFERERS	08/27/2021	5
SECTION 004100	BID FORM	08/27/2021	2
SECTION 004322	UNIT PRICES FORM	08/27/2021	1
SECTION 004323	ALTERNATES FORM	08/27/2021	1
SECTION 004336	PROPOSED SUBCONTRACTORS FORM	08/27/2021	1
SECTION 004373	PROPOSED SCHEDULE OF VALUES FORM	08/27/2021	1
SECTION 005000	CONTRACTING FORMS AND SUPPLEMENTS	08/27/2021	1
SECTION 005200	AGREEMENT FORM	08/27/2021	1
SECTION 007200	GENERAL CONDITIONS	08/27/2021	1
SECTION 007300	SUPPLEMENTARY CONDITIONS	08/27/2021	1
SECTION 009111	ADDENDUM NUMBER 1	08/27/2021	1
DIVISION 01	GENERAL REQUIRMENTS	08/27/2021	
	SUMMARY		

SECTION 11100	ALTERNATES	08/27/2021	2
SECTION 012300		08/27/2021	1
SECTION 012500	SUBSTITUTION PROCEDURES	08/27/2021	3
SECTION 013000	ADMINISTRATIVE REQUIREMENTS	08/27/2021	6
SECTION 014000	QUALITY REQUIREMENTS	08/27/2021	4
SECTION 014216	DEFINITIONS	08/27/2021	1
SECTION 014533	CODE-REQUIRED SPECIAL INSPECTIONS	08/27/2021	6
SECTION 015000	TEMPORARY FACILITIES AND CONTROLS	08/27/2021	2
SECTION 015100	TEMPORARY UTILITIES	08/27/2021	1
SECTION 015213	FIELD OFFICES AND SHEDS	08/27/2021	1
SECTION 015500	VEHICULAR ACCESS AND PARKING	08/27/2021	2
SECTION 015713	TEMPORARY EROSION AND SEDIMENT CONTROL	08/27/2021	6
SECTION 015719	TEMPORARY ENVIRONMENTAL CONTROLS	08/27/2021	4
SECTION 015813	TEMPORARY PROJECT SIGNAGE	08/27/2021	1
SECTION 016000	PRODUCT REQUIREMENTS VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS	08/27/2021	2
SECTION 016116		08/27/2021	2
SECTION 017000	EXECUTION AND CLOSEOUT REQUIREMENTS	08/27/2021	5
	FIELD ENGINEERING		
SECTION 017123	CONSTRUCTION WASTE	08/27/2021	2
SECTION 017419		08/27/2021	3

	MANAGEMENT AND DISPOSAL		
SECTION 017610	TEMPORARY PROTECTIVE COVERINGS	08/27/2021	1
SECTION 017800	CLOSEOUT SUBMITTALS	08/27/2021	3
SECTION 017900	DEMONSTRATION AND TRAINING	08/27/2021	2
DIVISION 02	EXISTING CONDITIONS	08/272021	
SECTION 024100	DEMOLITION	08/272021	2
SECTION 028400	POLYCHLORINATE BIPHENYL (PCB) REMEDIATION	08/27/2021	5
DIVISION 03	CONCRETE	08/27/2021	
SECTION 024100	MAINTENANCE OF CONCRETE	08/27/2021	7
SECTION 028400	UNDERSLAB VAPOR BARRIER - STEGO INDUSTRIES	08/27/2021	1
SECTION 030100	CONCRETE FORMING AND ACCESSORIES	08/27/2021	2
SECTION 031521	TERMITE BARRIER - STEGO INDUSTRIES	08/27/2021	2
SECTION 032000	CONCRETE REINFORCING	08/27/2021	2
SECTION 033000	CAST-IN-PLACE CONCRETE	08/27/2021	7
DIVISION 04	MASONRY	8/27/2021	
SECTION 040100	MAINTENANCE OF MASONRY	8/27/2021	2
SECTION 040511	MASONRY MORTARING AND GROUTING	8/27/2021	2
SECTION 042000	UNIT MASONRY	8/27/2021	3
SECTION 042600	SINGLE-WYTHE UNIT MASON	8/27/2021	3

DIVISION 05	METALS	8/27/2021	
SECTION 051200	STRUCTURAL STEEL FRAMING	8/27/2021	4
SECTION 051213	ARCHITECTURALLY-EXPOSED STRUCTURAL STEEL FRAMING	8/27/2021	3
SECTION 053100	STEEL DECKING	8/27/2021	3
SECTION 054000	COLD-FORMED METAL FRAMING	8/27/2021	3
DIVISION 6	WOOD, PLASTICS, AND COMPOSITES	8/27/2021	
SECTION 061000	ROUGH CARPENTRY	8/27/2021	3
SECTION 062000	FINISH CARPENTRY	8/27/2021	2
SECTION 064100	ARCHITECTURAL WOOD CASEWORK	8/27/2021	4
SECTION 054000	FIBERGLASS REINFORCED PANELING	8/27/2021	2
DIVISION 7	THERMAL AND MOISTURE PROTECTION	8/27/2021	
SECTION 072100	THERMAL INSULATION	8/27/2021	2
SECTION 074113	METAL ROOF PANELS	8/27/2021	3
SECTION 076200	SHEET METAL FLASHING AND TRIM	8/27/2021	3
SECTION 079200	JOINT SEALANTS	8/27/2021	9
DIVISION 08	OPENINGS	8/27/2021	
SECTION 081113	HOLLOW METAL DOORS AND FRAMES	8/27/2021	5
SECTION 081416	FLUSH WOOD DOORS	8/27/2021	3
SECTION 083100	ACCESS DOORS AND PANELS	8/27/2021	2
SECTION 083473	SOUND CONTROL DOOR ASSEMBLIES	8/27/2021	4

SECTION 087100	DOOR HARDWARE	8/27/2021	29
SECTION 088000	GLAZING	8/27/2021	3
SECTION 083300	MIRRORS	8/27/2021	2
DIVISION 09	FINISHES	8/27/2021	
SECTION 090561	COMMON WORK RESULTS FOR FLOORING PREPARATION	8/27/2021	4
SECTION 092116	GYPSUM BOARD ASSEMBLIES	8/27/2021	9
SECTION 092216	NON-STRUCTURAL METAL FRAMING	8/27/2021	3
SECTION 093000	TILING	8/27/2021	7
SECTION 095100	ACOUSTICAL CEILINGS	8/27/2021	3
SECTION 096500	RESILIENT FLOORING	8/27/2021	3
SECTION 099000	PAINTING AND COATING - COMMERCIAL GUIDE SPEC - PPG	8/27/2021	5
DIVISION 10	SPECIALTIES	8/27/2021	
SECTION 101400	SIGNAGE	8/27/2021	3
SECTION 102800	TOILET, BATH, AND LAUNDRY ACCESSORIES	8/27/2021	3
SECTION 104400	FIRE PROTECTION SPECIALTIES	8/27/2021	2
SECTION 105113	METAL LOCKERS	8/27/2021	2
SECTION 105617	WALL MOUNTED STANDARDS AND SHELVING	8/27/2021	2
SECTION 105723	CLOSET AND UTILITY SHELVING	8/27/2021	1
DIVISION 11	EQUIPMENT (NOT USED)	8/27/2021	

	FURNISHINGS		
DIVISION 12	WINDOW SHADES	8/27/2021	
SECTION 122400	COUNTERTOPS	8/27/2021	2
SECTION 123600	SPECIAL CONSTRUCTION (NOT USED)	8/27/2021	3
DIVISION 13		8/27/2021	
	CONVEYING EQUIPMENT (NOT USED)		
DIVISION 14		8/27/2021	
	RESERVED (NOT USED) (FOR MECHANICAL, SEE DIVISIONS 21, 22, AND 23)		
DIVISION 15		8/27/2021	
	RESERVED (NOT USED) (FOR ELECTRICAL, SEE DIVISIONS 25, 26, 27, 28, & 20)		
DIVISION 16		8/27/2021	
	RESERVED (NOT USED)		
DIVISION 17		8/27/2021	
	RESERVED (NOT USED)		
DIVISION 18		8/27/2021	
	RESERVED (NOT USED)		
DIVISION 19		8/27/2021	
	RESERVED (NOT USED)		
DIVISION 20		8/27/2021	
	FIRE SUPPRESSION (MEP)		
DIVISION 21		8/27/2021	
	WET-TYPE SPRINKLER SYSTEM		
SECTION 211313		7/30/2020	13
	PLUMBING		
DIVISION 22	SUMMARY OF PLUMBING WORK	7/30/2020	
SECTION 220000		7/30/2020	2
	COMMON WORK RESULTS FOR PLUMBING		
SECTION 220500		7/30/2020	7
	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT		
SECTION 220529		7/30/2020	3

SECTION 220553	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT	7/30/2020	2
SECTION 220719	PLUMBING PIPING INSULATION	7/30/2020	11
SECTION 221116	DOMESTIC WATER PIPING	7/30/2020	5
SECTION 221313	FACILITY SANITARY SEWERS	7/30/2020	4
SECTION 221319	SANITARY WASTE PIPING SPECIALTIES	7/30/2020	4
SECTION 223300	ELECTRIC DOMESTIC WATER HEATERS	7/30/2020	2
SECTION 224200	COMMERCIAL PLUMBING FIXTURES	7/30/2020	5
SECTION 224713	DRINKING FOUNTAINS	7/30/2020	3
DIVISION 23	HEATING VENTILATION & AIR CONDITIONING (MEP)	7/30/2020	
SECTION 230000	HEATING, VENTILATION AND AIR-CONDITIONING (HVAC)	7/30/2020	2
SECTION 230500	COMMONWORK RESULTS FOR HVAC	7/30/2020	9
SECTION 230529	HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT	7/30/2020	6
SECTION 230563	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	7/30/2020	5
SECTION 230593	TESTING, ADJUSTING AND BALANCING FOR HVAC	7/30/2020	10
SECTION 230713	DUCT INSULATION	7/30/2020	4

SECTION 230800	COMMISSIONING HVAC SYSTEM	7/30/2020	9
SECTION 232300	REFRIGERANT PIPING	7/30/2020	6
SECTION 232600	CONDENSATE DRAIN PIPING	7/30/2020	1
SECTION 233113	METAL DUCTS	7/30/2020	5
SECTION 233300	HVAC DUCT ACCESSORIES	7/30/2020	4
SECTION 233346	FLEXIBLE DUCTS	7/30/2020	2
SECTION 233416	CENTRIFUGAL HVAC FANS	7/30/2020	4
SECTION 233713	DIFFUSERS, REGISTERS, AND GRILLES	7/30/2020	2
DIVISION 26	ELECTRICAL (MEP)	7/30/2020	
SECTION 260000	ELECTRICAL	7/30/2020	2
SECTION 260100	SUMMARY OF ELECTRICAL WORK	7/30/2020	3
SECTION 260120	OPERATIONS AND MAINTENANCE OF LOW-VOLTAGE ELECTRICAL DISTRIBUTION	7/30/2020	13
SECTION 260500	COMMON WORK RESULTS FOR ELECTRICAL	7/30/2020	9
SECTION 260519	LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	7/30/2020	3
SECTION 260526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	7/30/2020	8
SECTION 260529	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEM	7/30/2020	2
SECTION 260533	RACEWAYS AND BOXES FOR	7/30/2020	7

	ELECTRICAL SYSTEMS		
SECTION 260553	IDENTIFICATION FOR ELECTRICAL SYSTEMS	7/30/2020	2
SECTION 260923	LIGHTING CONTROL DEVICES	7/30/2020	23
SECTION 262416	PANELBOARDS	7/30/2020	6
SECTION 262726	WIRING DEVICES	7/30/2020	3
SECTION 262813	FUSES	7/30/2020	2
SECTION 262816.16	ENCLOSED SWITCHES	7/30/2020	2
SECTION 264313	SURGE PROTECTIVE DEVICES FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS	7/30/2020	4
SECTION 265100	INTERIOR LIGHTING	7/30/2020	5
SECTION 265600	EXTERIOR LIGHTING	7/30/2020	
DIVISION 27	COMMUNICATIONS (MEP)	7/30/2020	
SECTION 270533	CONDUITS AND BACKBOXES FOR COMMUNICATION SYSTEMS	7/30/2020	1
DIVISION 28	ELECTRONIC SAFETY AND SECURITY	7/30/2020	
SECTION 282000	VIDEO SURVEILLANCE-VIVOTEK	8/27/2021	4
SECTION 284621.11	ADDRESSABLE FIRE-ALARM SYSTEMS	7/30/2020	9
DIVISION 29	RESERVED (NOT USED)	8/27/2021	
DIVISION 30	RESERVED (NOT USED)	8/27/2021	
DIVISION 31	EARTHWORK (NOT USED)	8/27/2021	

DIVISION 32	EXTERIOR IMPROVEMENTS	8/27/2021	
SECTION 321623	SIDEWALKS	8/27/2021	2

.7 Addenda, if any:

Number	Date	Pages
1	August 29, 2021	1

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.)

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.)

«.1 RFP 2021-007 Webb County Detoxification Facility-Renovation Project
.2 CONTRACTOR'S PROPOSAL SUBMISSION To Webb County»

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

OWNER:
WEBB COUNTY, TEXAS

CONTRACTOR:
QUANTCORP CONSTRUCTION, LLC

Hon. Tano E. Tijerina
Webb County Judge

Name: Abraham R. Gonzalez
Title: President

ATTEST:

Hon. Margie R. Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Fortunato G. Paredes
Assistant General Counsel
Webb County Civil Legal Division

*The General Counsel, Civil Legal Division's Office, may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval of their own respective attorney(s).

EBRD