

 **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 28th day of June 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 78040
Telephone Number: (956) 523-4000

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

AOC Calton, Ltd. d/b/a Summit Building & Design
4506 Highway 359
Laredo, Texas 78043
Telephone: 956.727.6601

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

Webb County Sheriff's Office Building
1002 Farragut Street
Laredo, Texas 78040

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

Frank Architects, Inc.
901 Victoria, Suite A
Laredo, Texas 78040
Telephone Number: 956.725.7418

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.

BY *REH* DEPUTY
2021 JUN 30 AM 10:42
WEBB COUNTY, TEXAS
MARGIE R. IBARRA
COUNTY CLERK
FILED

TABLE OF ARTICLES

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EXHIBIT A INSURANCE AND BONDS

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 Conditions 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 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.
- 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 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.)

- Not later than three hundred (300) 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 Six Million Seventy-Eight Thousand Eight Hundred Dollars 75/100 cents (\$ \$6,078,800.75), 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

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authorized representative may approve any expenditure from Owner's Contingency without further Commissioners Court Approval 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 Bid No. 5 Delete Armory Racks	1. Deduct Sixty-Eight Thousand Ninety-Eight Dollars (-\$68,098.00)

§ 4.2.2

(Paragraphs deleted)

INTENTIONALLY DELETED.

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
1. Contingency Allowance	1. Two Hundred Fifteen Thousand Dollars (\$215,000.00)
2. Betterment Allowance	2. Twenty-Five Thousand Dollars (\$25,000.00)
3. Door Hardware Allowance	3. Ninety- Thousand Dollars (\$90,000.00)
4. Exterior Utilities Allowance	4. Forty-Five Thousand Dollars (\$45,000.00)

§ 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.)

One Thousand Dollars (\$1,000.00) per calendar day as provided in section 4.5.1 and 4.5.2

§ 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 One Thousand Dollars (\$1000.00) 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 employees 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 One Thousand Dollars (\$1000.00) 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.

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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, for this Project 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.

§ 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, 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 shall 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

(Paragraphs deleted)

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.

(Paragraphs deleted)

§ 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

(Paragraphs deleted)

pursuant to Texas Government Code Section 2251.025. Contractor agrees Contractor will not be entitled to any attorney's fee to enforce the Texas Government Code Section 2251.025.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

(Paragraphs deleted)

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

(Paragraphs deleted)

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.

§ 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)

Hon. Tano E Tijerina, Webb County Judge or his designee
1000 Houston Street
Laredo, Texas 78040
Telephone Number: (956) 423-4600

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. David Acevedo, General Manager
AOC Calton, Ltd. d/b/a Summit Building & Design
P.O. Box 420285
Laredo, Texas 78042
Telephone: 956.727.660
Cell Phone: 956.285.9143
email: David.acevedo@summitbuildingdesign.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 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, 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:

§ 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 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. 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 Webb County 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 Webb County in a fiscal year of the County. If Webb County 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 Webb County, Webb County shall send, not later than the third business day after the date Webb County receives the written request, a written request to the Contractor that Contractor provide that information to Webb County.
- .2 The Contractor must:
 - .1 Preserve all contracting information related to the Contract as provided by the records retention requirements applicable to Webb County for the duration of the Contract;
 - .2 Promptly, within four business days, provide to Webb County any requested contracting information that is in the custody or possession of the Contractor upon request of Webb County; and,
- .3 On completion of the Contract, either:
 - .1 Provide to Webb County 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 Webb County.
 - 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), Webb County may not accept a bid for or awarding of a contract to an entity that Webb County has determined has knowingly or intentionally failed in a previous bid or contract to comply with Subchapter J, unless Webb County determines and documents that the entity has taken adequate steps to ensure future compliance.
- .5 If a Contractor fails to provide to Webb County the requested information, Texas Government Code Chapter 552.373 requires the County to notify the Contractor in writing of the failure and allow 10 business days to cure the violation. County may terminate the Contract if Contractor fails to remedy the failure, County 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:

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User Notes:

- 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

(Paragraphs deleted)

Construction, as amended. AIA Document A201™-2017, General Conditions of the Contract for Construction, as amended, takes precedence over the General and Supplementary Conditions listed in the Project Specifications to the extent there is a conflict between the two documents.

4 INTENTIONALLY DELETED

5 Drawings

Number	Title
T-1	TITLE SHEET
A-000	ABBREVIATIONS, SYMBOLS, AND GENERAL NOTES
A-001	ACCESSIBILITY GUIDELINES ADA STANDARDS
A-002	ACCESSIBILITY GUIDELINES ADA STANDARDS
A-003	CODE REVIEW PLAN
A-004	CODE REVIEW PLAN
A-005	CODE REVIEW PLAN
AD-000	FIRST FLOOR DEMOLITION PLAN
AD-001	SECOND FLOOR DEMOLITION PLAN
AD-002	THIRD FLOOR DEMOLITION PLAN
AD-003	NORTH ELEVATION DEMOLITION
AD-004	SOUTH ELEVATION DEMOLITION
AD-005	WEST ELEVATION DEMOLITION
AD-006	EAST ELEVATION DEMOLITION
A-100	SITE PLAN
A-101	SITE DETAILS
A-200	COMPOSITE FIRST FLOOR PLAN
A-201	FIRST FLOOR PLAN SEGMENT A
A-202	FIRST FLOOR PLAN SEGMENT B
A-203	FIRST FLOOR PLAN SEGMENT C
A-204	FIRST FLOOR PLAN SEGMENT D
A-205	COMPOSITE SECOND FLOOR PLAN
A-206	SECOND FLOOR PLAN SEGMENT A
A-207	SECOND FLOOR PLAN SEGMENT B
A-208	SECOND FLOOR PLAN SEGMENT C
A-209	SECOND FLOOR PLAN SEGMENT D
A-210	THIRD FLOOR PLAN / PARKING LOT
A-211	FIRST FLOOR FURNITURE PLAN (NIC)
A-212	SECOND FLOOR FURNITURE PLAN (NIC)
A-213	ROOF PLAN
A-300	FIRST FLOOR REFLECTED CEILING PLAN
A-301	FIRST FLOOR RCP SEGMENT A
A-302	FIRST FLOOR RCP SEGMENT B
A-303	FIRST FLOOR RCP SEGMENT C
A-304	FIRST FLOOR RCP SEGMENT D
A-305	SECOND FLOOR REFLECTED CEILING PLAN
A-306	SECOND FLOOR RCP SEGMENT A
A-307	SECOND FLOOR RCP SEGMENT B
A-308	SECOND FLOOR RCP SEGMENT C
A-309	SECOND FLOOR RCP SEGMENT D
A-310	THIRD FLOOR REFLECTED CEILING PLAN

Init.

A-311	THIRD FLOOR RCP SEGMENT A	
A-400	ROOM FINISH SCHEDULE	
A-401	ROOM FINISH SCHEDULE	
A-402	ROOM FINISH SCHEDULE	
A-403	ROOM FINISH SCHEDULE	
A-404	DOORS TYPES + SCHEDULES	
A-405	DOORS TYPES + SCHEDULES	
A-406	WINDOW TYPES + SCHEDULES	
A-407	MISC DETAILS	
A-408	ELEVATOR DETAILS	
A-409	DOOR DETAILS	
A-410	WINDOW DETAILS	
A-500	EXTERIOR ELEVATION I	
A-501	EXTERIOR ELEVATIONS II	
A-502	EXTERIOR ELEVATION III	
A-600	BUILDING SECTION I	
A-601	BUILDING SECTION II	
A-602	BUILDING SECTION III	
A-603	BUILDING SECTION IV	
A-604	BUILDING SECTIONS	
A-605	BUILDING SECTIONS	
A-606	WALL SECTIONS	
A-607	WALL SECTIONS	
A-608	WALL PARTITIONS TYPE	
A-609	WALL PARTITIONS TYPE	
A-700	PARTIALLY ENLARGED FLOOR PLANS	
A-701	PARTIALLY ENLARGED FLOOR PLANS	
A-702	PARTIALLY ENLARGED FLOOR PLANS	
A-703	PARTIALLY ENLARGED FLOOR PLANS	
A-704	PARTIALLY ENLARGED FLOOR PLANS	
A-705	PARTIALLY ENLARGED FLOOR PLAN	
A-800	INTERIOR ELEVATIONS	
A-801	INTERIOR ELEVATIONS	
A-802	INTERIOR ELEVATIONS	
A-803	INTERIOR ELEVATIONS	
A-804	INTERIOR ELEVATIONS	
A-805	INTERIOR ELEVATIONS	
A-806	MILLWORK ELEVATIONS	
A-807	MILLWORK DETAILS	
A-900	FLOOR PLAN DETAILS	
A-901	FLOOR PLAN DETAILS	
A-902	RCP DETAILS	
A-903	CANOPY DETAILS	
A-1000	FIRST FLOOR FINISHES FLOOR PLAN	
A-1001	SECOND FLOOR FINISHES FLOOR PLAN	
A-1002	THIRD FLOOR FINISHES PLAN	
A-1003	FINISH FLOOR DETAILS & FLOOR PATTERNS	
A-1100	DISTANCING PLAN	
A-1101	ALTERNATE DESIGN RCP & STOREFRONTS	
S-101	GENERAL NOTES AND TYP. FOUNDATION DETAILS	
S-102	TYPICAL CMU WALLS DETAILS	
S-103	TYPICAL METAL STUD WALLS DETAILS	
S-201	FOUNDATION DETAILS	
S-301	ROOF FRAMING PLAN	
SD-101	FOUNDATION DETAILS	

Init.

SD-201	FRAMING DETAILS
SD-202	FRAMING DETAILS
SD-203	FRAMING DETAILS
SD-204	FRAMING DETAILS
SD-205	FRAMING DETAILS
SD-206	FRAMING DETAILS
MD-100	MECHANICAL FIRST FLOOR DEMOLITION PLAN
MD-101	MECHANICAL SECOND FLOOR DEMOLITION PLAN
MD-102	MECHANICAL THIRD FLOOR DEMOLITION PLAN
M-100	MECHANICAL FIRST FLOOR PLAN
M-101	MECHANICAL SECOND FLOOR PLAN
M-102	MECHANICAL THIRD FLOOR PLAN
M-103	MECHANICAL FLOOR PLAN SEGMENT A
M-104	MECHANICAL FLOOR PLAN SEGMENT B
M-105	MECHANICAL FLOOR PLAN SEGMENT C
M-106	MECHANICAL FLOOR PLAN SEGMENT D
M-107	MECHANICAL SECOND FLOOR PLAN
M-108	MECHANICAL THIRD FLOOR PLAN
M-109	MECHANICAL TERMINAL UNIT CONTROL FLOOR PLAN
M-110	ALTERNATE #1 MECHANICAL FLOOR PLAN
M-111	ALTERNATE #1 MECHANICAL FLOOR PLAN
M-200	MECHANICAL LEGEND
M-300	MECHANICAL DETAILS
M-400	MECHANICAL SCHEDULES
M-401	MECHANICAL SCHEDULES
M-500	CONTROLS
M-501	CONTROLS
M-502	CONTROLS
M-503	CONTROLS
M-504	CONTROLS
M-505	CONTROLS
M-506	CONTROLS
M-507	CONTROLS
ES-100	ELECTRICAL SITE PLAN
ES-101	ELECTRICAL SITE PLAN ALTERNATE #3
ED-100	ELECTRICAL FIRST FLOOR DEMOLITION PLAN
ED-101	ELECTRICAL SECOND FLOOR DEMOLITION PLAN
ED-102	ELECTRICAL THIRD FLOOR DEMOLITION PLAN
E-100	COMPOSITE FIRST FLOOR LIGHTING PLAN
E-101	COMPOSITE SECOND FLOOR PLAN LIGHTING PLAN
E-102	COMPOSITE THIRD FLOOR LIGHTING PLAN
E-103	FIRST FLOOR LIGHTING PLAN SEGMENT A
E-104	FIRST FLOOR LIGHTING PLAN SEGMENT B
E-105	FIRST FLOOR LIGHTING PLAN SEGMENT C
E-106	FIRST FLOOR LIGHTING PLAN SEGMENT D
E-200	COMPOSITE FIRST FLOOR POWER PLAN
E-201	COMPOSITE SECOND FLOOR POWER PLAN
E-202	COMPOSITE THIRD FLOOR POWER PLAN
E-203	FIRST FLOOR POWER PLAN SEGMENT A
E-204	FIRST FLOOR POWER PLAN SEGMENT B
E-205	FIRST FLOOR POWER PLAN SEGMENT C
E-206	FIRST FLOOR POWER PLAN SEGMENT D
E-300	COMPOSITE FIRST FLOOR EQUIPMENT PLAN
E-301	COMPOSITE SECOND FLOOR EQUIPMENT PLAN
E-302	ALTERNATE #1 ELECTRICAL FLOOR PLAN

Init.

E-303	ALTERNATE #1 ELECTRICAL ENLARGED PLAN	
E-304	ALTERNATE #1 ELECTRICAL UV LIGHT POWER PLAN	
E-305	ALTERNATE #1 ELECTRICAL UV LIGHT POWER PLAN	
E-400	COMPOSITE FIRST FLOOR SPECIAL SYSTEMS PLAN	
E-401	COMPOSITE SECOND FLOOR SPECIAL SYSTEMS PLAN	
E-402	COMPOSITE THIRD FLOOR SPECIAL SYSTEMS PLAN	
E-403	FIRST FLOOR SPECIAL SYSTEMS PLAN SEGMENT A	
E-404	FIRST FLOOR SPECIAL SYSTEMS PLAN SEGMENT B	
E-405	FIRST FLOOR SPECIAL SYSTEMS PLAN SEGMENT C	
E-406	FIRST FLOOR SPECIAL SYSTEMS PLAN SEGMENT D	
E-500	ELECTRICAL LEGEND	
E-600	ELECTRICAL RISER	
E-601	ALTERNATE #3 ELECTRICAL RISER	
E-700	ELECTRICAL PANEL SCHEDULES	
E-701	ELECTRICAL PANEL SCHEDULES	
E-800	ELECTRICAL DETAILS	
E-801	ELECTRICAL DETAILS	
E-900	ELECTRICAL SPECS	
PD-100	PLUMBING FIRST FLOOR DEMOLITION FLOOR PLAN	
PD-101	PLUMBING SECOND FLOOR DEMOLITION FLOOR PLAN	
P-100	COMPOSITE FIRST FLOOR PLAN	
P-101	SEWER & VENT FIRST FLOOR SEGMENT A	
P-102	SEWER & VENT FIRST FLOOR SEGMENT B	
P-103	SEWER & VENT FIRST FLOOR SEGMENT C	
P-104	SEWER & VENT FIRST FLOOR SEGMENT D	
P-105	COMPOSITE SECOND FLOOR PLAN	
P-106	COMPOSITE THIRD FLOOR PLAN	
P-200	COMPOSITE FIRST FLOOR PLAN	
P-201	PLUMBING DOMESTIC WATER FIRST FLOOR PLAN SEGMENT A	
P-202	PLUMBING DOMESTIC WATER FIRST FLOOR PLAN SEGMENT B	
P-203	PLUMBING DOMESTIC WATER FIRST FLOOR PLAN SEGMENT C	
P-204	PLUMBING DOMESTIC WATER FIRST FLOOR PLAN SEGMENT D	
P-205	COMPOSITE SECOND FLOOR PLAN	
P-206	PLUMBING DOMESTIC WATER SECOND FLOOR PLAN SEGMENT A	
P-301	PLUMBING SCHEDULES & LEGEND	
P-401	PLUMBING DETAILS	
P-402	PLUMBING DETAILS	
FP-100	FIRE PROTECTION COMPOSITE FLOOR PLAN	

- .6 Specifications (Project Manual dated September 5, 2020 but digitally signed by Project Architect dated September 4, 2020 (Eight Hundred Thirty-Seven (837) Pages)) with sections enumerated as follows:

SECTION	TITLE	Page
01	GENERAL REQUIREMENT	1
010000	MISCELLANEOUS REQUIREMENTS	25
011100	SUMMARY OF WORK	3
012000	PROJECT MEETING	3
012100	ALLOWANCES	3
012300	ALTERNATES	2
012500	SUBSTITUTION PROCEDURES	3
012700	APPLICATION FOR PAYMENT	4
013000	CONTRACTOR REQUIREMENTS	3
013500	SUBMITTALS	10
013500	MODIFICATION PROCEDURES	2
014000	COORDINATION	3

Init.

014100	QUALITY CONTROL	3
014400	TESTING LAB SERVICES	3
015000	TEMP. FACILITIES & CONTROL	8
015100	FIELD ENGINEERING	2
015400	MATERIAL & EQUIPMENT	3
015650	TRENCH & EXCAVATION SAFETY PROGRAM	2
017000	PROJECT CLOSEOUT	12
017200	PROJECT RECORD DOC.	3
017400	CLEANING	3
017836	WARRANTIES	3
03	CONCRETE	1
03300	CAST-IN PLACE CONCRETE	19
04	MASONRY	1
041000	MORTARS	1
042000	UNIT MASONRY	10
042300	REINFORCED UNIT MASONRY	4
05	METALS	1
050523	METAL SPECIALTIES	1
051200	STRUCTURAL STEEL	8
053100	STEEL DECK	5
054000	COLD FRAMED METAL FRAMING	3
055000	METAL FABRICATIONS	18
055001	MISCELLANEOUS METALS	5
06	WOOD	1
06100	ROUGH CARPENTRY	7
062000	MILLWORK & FINISH CARPENTRY	5
07	THERMAL AND MOISTURE PROTECTION	1
071313	SHEET WATERPROOFING	3
071400	FLUID-APPLIED MEMBRANE AIR BARRIERS	8
072100	BUILDING INSULATION	7
074113	STANDING-SEAM METAL ROOF PANELS	6
074213	METAL WALL PANELS	2
074215	PREFORMED WALL & SOFFIT PANELS	3
075400	THERMOPLASTIC SINGLE-PLY ROOFING 311	11
076200	SHEET METAL FLASHING AND TRIM	10
076526	MEMBRANE THROUGH-WALL FLASHING	4
077100	ROOF SPECIALTIES	5
078400	FIRESTOPPING	7
079000	BUILDING SEALANTS & CAULKING	8
08	DOORS AND WINDOWS	1
081100	HOLLOW METAL DOORS AND FRAMES	8
081429	FLUSH WOOD DOORS	6
083100	ACCESS DOORS AND FRAMES	2
083326	OVERHEAD COILING GRILLES	4
083336	OVERHEAD COILING DOORS	5
084113	ALLUMINUM-FRAMED ENTRANCES AND STOREFRONTS	6
087100	DOOR HARDWARE	11
088000	GLAZING	9
088300	MIRRORED GLASS	5
089119	FIXED METAL LOUVERS	2
089900	THRESHOLDS AND WEATHERSTRIPPING	1
09	FINISHES	1
090500	COMMON RESULTS FOR INTERIOR FINISHES	5
092216	NON-STRUCTURAL METAL FRAMING	5
092116	GYPSUM BOARD ASSEMBLIES	17
092400	CEMENT PLASTERING	4
093100	CERAMIC AND PORCELAIN TILE	11
095000	ACOUSTICAL CEILINGS	6
096513	RESILIENT BASE AND ACCESSORIES	3
096516	RESILIENT SHEET FLOORING	3
099000	PAINTING	13

init.

099723	CONCRETE FLOOR SEALER	1
10	SPECIALTIES	1
100500	MISCELLANEOUS SPECIALTIES	2
101100	VISUAL DISPLAY BOARDS	5
101400	ARCHITECTURAL SIGNAGE	3
102116	SOLID PLASTIC TOILET PARTITIONS	3
102239	FOLDING PANEL PARTITION	5
102800	TOILET AND BATH ACCESSORIES	3
104413	FIRE EXTINGUISHERS AND CABINETS	2
107500	FLAGPOLES	3
11	EQUIPMENT	1
111200	PARKING CONTROL EQUIPMENT	4
115213	PROJECTION SCREENS	3
115220	VIDEO PROJECTOR MOUNTS	3
12	FURNISHINGS	1
122413	MANUAL ROLLER WINDOW SHADES	4
21	FIRE PROTECTION	1
211313	WET-PIPE SPRINKLER SYSTEMS	15
212200	CLEAN-AGENT FIRE SUPPRESSION SYSTEM	15
22	PLUMBING	1
220000	SUMMARY OF PLUMBING WORK	2
220500	COMMON WORK RESULTS FOR PLUMBING	5
220529	HANGERS AND SUPPORT FOR PLUMBING PIPING AND EQUIPMENT	3
220553	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT	2
220719	PLUMBING PIPING INSULATION 573	10
221116	DOMESTIC WATER PIPING	4
221119	DOMESTIC WATER PIPING SPECIALTIES	5
221313	FACILITY SANITARY SEWERS	4
221319	SANITARY WASTE PIPING SPECIALTIES	4
223300	ELECTRIC DOMESTIC WATER HEATERS	2
224200	COMMERCIAL PLUMBING FIXTURES	5
224713	DRINKING FOUNTAINS	3
23	HEATING VENTILATION & AIR CONDITIONING	1
230000	HVAC	2
230500	COMMON WORK RESULT FOR HVAC	8
230529	HANGERS AND SUPPORT FOR HVAC PIPING AND EQUIPMENT	6
230530	SUPPORTS AND ANCHORS	4
230563	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	5
230593	TESTING, ADJUSTING, & BALANCING FOR HVAC	9
230713	DUCT INSULATION	4
230800	COMMISSIONING HVAC SYSTEMS	9
230923	DIRECT DIGITAL CONTROL SYSTEM FOR HVAC	8
232300	REFRIGERANT PIPING	6
232600	CONDENSATE DRAIN PIPING	1
233113	METAL DUCTS	5
233300	HVAC DUCT ACCESSORIES	4
233346	FLEXIBLE DUCTS	1
233416	CENTRIFUGAL HVAC FANS	2
233600	AIR TERMINALS SINGLE DUCT	4
233713	DIFFUSERS, REGISTERS, AND GRILLES	2
233714	LOUVERS & VENTS	1
237210	AIR COOLED CONDENSING UNITS & HEAT PUMPS	3
237213	DX AIR HANDLING UNITS	4
237410	PACKAGED ROOFTOP UNITS	4
26	ELECTRICAL	1
260000	ELECTRICAL	2
260120	OPERATIONS & MAINTENANCE OF LOW-VOLTAGE ELEC. DISTRIBUTION	10
260500	COMMON WORK RESULTS FOR ELECTRICAL	8
260519	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLE	3
260526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	6
260529	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	2

Init.

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User Notes:

(1652174677)

260533	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	6
260543	UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS	2
260553	IDENTIFICATION FOR ELECTRICAL SYSTEMS	2
260573	POWER SYSTEM STUDIES	6
260923	LIGHTING CONTROL DEVICES	15
262413	SWITCHBOARDS	5
262416	PANEL BOARDS	5
262726	WIRING DEVICES	3
262813	FUSES	2
262816	ENCLOSED SWITCHES	2
263213	STANDBY GENERATOR	6
263600	ENCLOSED TRANSFER SWITCH	9
264313	SURGE PROTECTION DEVICES FOR LOW-VOLT. ELECTRICAL POWER CIRCUITS	4
265100	INTERIOR LIGHTING	5
265600	EXTERIOR LIGHTING	3
27	COMMUNICATIONS	1
270533	CONDUITS AND BACKBOXES FOR COMMUNICATION SYSTEMS	1
28	FIRE DETECTION AND ALARM	1
283100	INTRUSION DETECTION	11
284621.11	ADDRESSABLE FIRE ALARM SYSTEM	33

.7 Addenda, if any:

Number	Date	Pages
01	September 24, 2020	27 pages

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
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.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. Webb County's RFP (CSP) 2020-014 "Webb County Sheriff's Office Building Renovation."

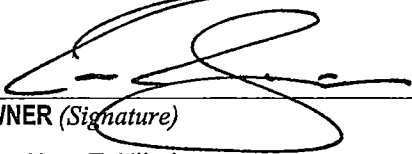
Init.

2. Response to RFP (CSP) 2020-014 "Webb County Sheriff's Office Building Renovation" dated October 13, 2020 submitted by Summit Building & Design.
3. "Webb County Sheriff's Office Material % Cost Increase" in the amount of \$271,624.30 (two (2) pages and undated).
4. "Value Engineering (VE) Summary" with 14 enumerated Items with VE Bid \$6,078,800.75 (one page and undated), which is incorporated, attached, and made part of this Agreement

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

WEBB COUNTY, TEXAS

AOC CALTON, LTD dba Summit Building & Design



 OWNER (Signature)



 CONTRACTOR (Signature)


Hon. Tano E. Tijerina
 Webb County Judge

David Acevedo
 Title: General Manager

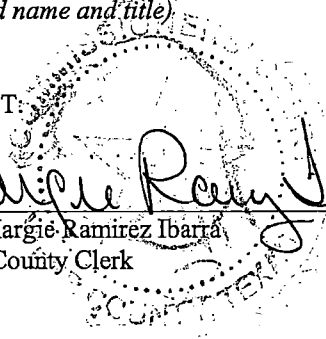
(Printed name and title)

(Printed name and title)

ATTEST:



 Hon. Margie Ramirez Ibarra
 Webb County Clerk



VE Summary

Project: Webb County Sheriffs Office Renovation				
Items	Description	VE Budget	Comments	A/E Response
1	Electrical			
	VE Aluminum Feeders, Switch Gear	\$235,000.00		
	VE Light Fixtures	\$175,000.00		
	Credit for Generator and A/C's in Base Bid	(\$39,900.00)	PAID BY COUNTY DIRECTLY	
	Total:	\$463,900.00		
2	HVAC			
	SCR Heat to Staged Heat	\$10,000.00		
	Comparative Enthalpy Economizer to Dry Bulb Economizer	\$1,200.00		
	Convenience Outlets - Delete	\$1,750.00		
	Hinged Access Panels to Bolted Access Panels	\$650.00		
	Wind Rated Curbs to non Wind Rated Curbs	\$5,000.00		
	Compressor Sound Blanket - Delete	\$375.00		
	Change RTU-A4 to next level down - two unit	\$8,000.00		
	Total:	\$26,975.00		
3	Plumbing			
	VE Fixtures	\$40,550.00		
	Total:	\$40,550.00		
4	Flooring & Wall Tile			
	Membrane	\$60,000.00		
	Tile 8200 sqft-Wall-to reduce 1/2 sqft	\$32,800.00		
	Tile to Epoxy Flooring	(\$92,893.33)		
	Total:	\$2,510.62		
5	ACT			
	Clouds	\$19,728.00		
	Total:	\$19,728.00		
6	Interior Door STC rating			
	Remove STC (Soundproofing at Doors)	\$108,460.00	\$0.00	NOT ACCEPTED (\$26,600 SAVINGS)
	Hardware Allowance	\$90,000.00	Owner Allowance	
	Total:	\$0.00		
7	Concrete Floor Demo			
	Saw Cut Demo & Dispose	\$19,800.00		
	Concrete	\$28,350.00		
	Total:	\$48,150.00		
8	Second Floor Finish-out			
		\$24,000.00	Plumbing-	
		\$27,589.00	Electrical-	
		\$11,613.00	Mechanical-	
		\$9,000.00	Paint-	
		\$14,800.00	Framing/ACT/Drywall- Labor	
		\$9,228.93	Framing/ACT/Drywall- Material	
		\$23,688.00	Flooring	
		\$2,085.00	Doors	
		\$6,700.00	Storefronts	
		\$1,500.00	Accessories	
		\$2,500.00	Partitions	
		\$3,480.00	Exterior Stucco	
	Total:	\$136,183.93		
9	Alternate 5			
	Deduct Racks			We need to include all FFE in this project. We can back it out of your cost and use it as an allowance to avoid GC fees.
			\$68,098.00	
10	Drop Ceilings to 10 feet			
	Reduce MtI Stud Height / Drywall / Remove Act		\$54,082.00	We can drop the ceilings to 10 feet to save costs. Includes Removing ceiling on drawing
11	Remove all exterior metal panels; repaint exterior only			
			\$0.00	Wall panels
			\$0.00	Carcops
			\$0.00	Paint Add
	Total:		\$0.00	NOT ACCEPTED (\$38,600 SAVINGS) NOT ACCEPTED (\$13,800 SAVINGS) NOT ACCEPTED
12	Replace Decorative Concrete Block with 8 x 8 decorative CMU			
			\$1,700.00	Labor
			\$3,867.00	material
	Total:		\$5,567.00	
13	Remove Temporary Sidewalk Shelters; Utilize temporary fencing		\$24,586.00	mat & labor
14	Material Cost Increases from Original Bid		-\$271,624.30	
	VE Total:		\$618,706.25	
	OTHER COSTS			
	IT Cabling			Included in Base Bid
	CURRENT BASE BID		\$6,697,507.00	
	VE BID		\$6,078,806.75	

Document A101[®] – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 28th day of June in the year 2021
(In words, indicate day, month and year.)

for the following **PROJECT:**
(Name and location or address)

Webb County Sheriff's Office Building
1002 Farragut Street
Laredo, Texas 78040

THE OWNER:
(Name, legal status and address)

Webb County, Texas
1000 Houston Street
Laredo, Texas 78040

THE CONTRACTOR:
(Name, legal status and address)

AOC Calton, Ltd. d/b/a Summit Building & Design
4506 Highway 359
Laredo, Texas 78043
Telephone: 956.727.6601

TABLE OF ARTICLES

- A.1 GENERAL**
- A.2 OWNER'S INSURANCE**
- A.3 CONTRACTOR'S INSURANCE AND BONDS**
- A.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201TM-2017, General Conditions of the Contract for Construction, as amended.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

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.

This document is intended to be used in conjunction with AIA Document A201[®]-2017, General Conditions of the Contract for Construction. Article 11 of A201[®]-2017 contains additional insurance provisions.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner’s usual general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder’s risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner’s property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1

(Paragraphs deleted)

INTENTIONALLY DELETED. NOT USED

(Table deleted)

§ A.2.3.1.2

(Paragraphs deleted)

INTENTIONALLY DELETED. NOT USED

(Table deleted)

§ A.2.3.1.3 INTENTIONALLY DELETED

§ A.2.3.1.4 INTENTIONALLY DELETED

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner’s occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section 1 A3.3.2.1 have consented in writing to the replacement of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner may purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2.1 or as extended by Section 2.2.2.2 of the General Conditions, property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.3.32, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

(NOTE: Although this paragraph has been revised to make the County’s purchase of property insurance optional, Counties are strongly advised to purchase such insurance if the County does not already have such insurance.)

§ A.2.4 INTENTIONALLY DELETED.

(Paragraph deleted)

§ A.2.4.1 INTENTIONALLY DELETED

§ A.2.4.2 INTENTIONALLY DELETED

§ A.2.4.3 INTENTIONALLY DELETED

(Paragraph deleted)

§ A.2.4.4 INTENTIONALLY DELETED

Init.

§ A.2.4.5 INTENTIONALLY DELETED

§ A.2.4.6 INTENTIONALLY DELETED

(Paragraph deleted)

§ A.2.4.7 INTENTIONALLY DELETED

§ A.2.5 Other Optional Insurance.

The Owner may purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

§ A.2.5.1 **Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

§ A.2.5.2 **Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) at least five business days after execution of the Contract documents and prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on all of Contractor's insurance policies, except Contractor's workers compensation insurance. These certificates and the insurance policies required by this Article shall contain a provision that coverages afforded under the policies will not be canceled, reduced, or restricted for any reason, other than nonpayment of premium, until at least 30 days' prior written notice of such cancellation, reduction, or restriction has been given to the Owner and Contractor. An additional certificate, policy, and endorsement evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment, as required by Section 9.10.2 of the 2017 AIA A201 General Conditions as amended for this Project, and thereafter upon renewal or replacement of such coverage. Information concerning reduction or restriction of coverage on account of revised limits or claims paid under the General Aggregate, or cancellation or expiration of the insurance, shall be furnished by written notice to the Owner from the Contractor within three business days of the date Contractor knew or should have known of the cancellation, reduction, or restriction. At least 30 calendar days prior to the date of expiration of any required insurance policy, Contractor shall provide Owner written notice of the impending expiration. In addition, Contractor shall also provide copies of all policies, declarations, and endorsements for such insurance to Owner as required by Section 11.0.2 of the 2017 AIA A201 General Conditions as amended for this Project.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor. If the insurance required by this Section A.3.1 is subject to deductibles or self-insured retentions, the Contractor shall be responsible for all loss not covered because of such deductibles or retentions. For any claim made against the Contractor's policies of insurance, the deductible shall not exceed \$2,500 for a Contract Sum (or Guaranteed Maximum Price, if the Project is a Construction Manager at Risk project), of less than \$4 million. For a Contract Sum (or Guaranteed Maximum Price, if the Project is a Construction Manager at Risk project), of \$4 million or more, the deductible shall not exceed \$5,000.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage and any other insurance required by the Agreement, with the exception of Workers' Compensation insurance to be endorsed to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor and the Contractor's subcontractors shall purchase and maintain such insurance as will protect them and the Owner from claims which may arise out of, or result from, the Contractor's operations under the Contract whether such operations be by Contractor or by any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, in the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. (See also the insurance requirements included in Article 11 of the 2017 AIA A201 General Conditions as amended for this Project.) The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions. The insurance required by this Section shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, with the exception of Professional Liability, must be written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. The limits of liability for such insurance shall be in at least the following amounts as specified below.

(NOTE: Amounts of insurance coverage have been left blank so that Counties can enter the appropriate amounts for their Projects. DO NOT LEAVE ANY BLANK UNFILLED IF THAT COVERAGE IS REQUIRED OR CHOSEN FOR THE PROJECT. If a particular coverage will not be used for the Project, delete the unused section. If the County has questions on the appropriate amounts or types of coverage, it is strongly suggested that the County contact its legal counsel and County's Risk Manager.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$ 1,000,000.00) each occurrence, Two Million Dollars (\$ 2,000,000.00) general aggregate, and Two Million Dollars (\$ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person, with a limit not less than Five Thousand Dollars (\$5,000.00) for medical expenses per person for bodily injury, included within the limits noted above;
- .2 personal injury and advertising injury with a limit not less than One Million Dollars (\$1,000,000.00);
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of the Work and out of completed operations, said coverage to be maintained for two years after Final Completion (to be maintained for a period of two years after Final Payment; Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during this period and Owner shall be named by endorsement as an Additional Insured for such coverage) and must include Completed Operations coverage for Contractor, its sub-contractors, and Owner; and

- .5 the Contractor's contractually liability, including but not limited to indemnity obligations under Section 3.18 of the General Conditions; and
- .6 General Aggregate per Project endorsement.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering hired or any other vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars (\$1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage. Owner shall be named by endorsement as an Additional Insured for such coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance. In no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.4.1 Umbrella Excess Liability coverages shall be excess over General Liability, Automobile Liability, and Employers' Liability in at least the following amounts:

- .1 \$9,000,000.00 each occurrence
- .2 \$9,000,000.00 general aggregate

Owner shall be named by endorsement as an Additional Insured for such coverage.

§ A.3.2.5 Workers' Compensation:

- .1 State: Statutory Benefits
- .2 Employer Liability \$1,000,000.00 aggregate for bodily injury by disease over the coverage provided under §A.3.2.16

§ A.3.2.5.1 Texas Workers' Compensation Insurance. A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the Contractor's employees providing services on a Project is required for the duration of the Project.

§ A.3.2.5.1.1 Duration of the Project includes the time from the beginning of the Work on the Project until the Contractor's work on the Project has been completed and accepted by the Owner.

§ A.3.2.5.1.2 Persons providing services on the Project ("subcontractor" in Texas Labor Code Section 406.096) include all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the Project.

§ A.3.2.5.1.3 Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to the Project. Services do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

§ A.3.2.5.1.4 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all employees of the Contractor providing services on the Project for the duration of the Project.

§ A.3.2.5.1.5 The Contractor must provide a certificate of coverage to the Owner prior to being awarded the Contract.

§ A.3.2.5.1.6 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

§ A.3.2.5.1.7 The Contractor shall obtain from each person providing services on the Project, and provide to the Owner:

- .1 A certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
- .2 No later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

§ A.3.2.5.1.8 The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

§ A.3.2.5.1.10 The Contractor shall post on each Project site a notice, in the text, form, and manner prescribed by the TDI, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

§ A.3.2.5.1.11 The Contractor shall contractually require each person with whom it contracts to provide services on the Project to:

- .1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all of its employees providing services on the Project for the duration of the Project;
- .2 Provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project for the duration of the Project;

- .3 Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
- .4 Obtain from each other person with whom it contracts, and provide to the Contractor:
 - .1 A certificate of coverage, prior to the other person beginning work on the Project; and
 - .2 A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
- .5 Retain all required certificates of coverage on file for the duration of the Project and for one year thereafter;
- .6 Notify the Owner in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
- .7 Contractually require each person with whom it contracts to perform as required by items 1-6, with the certificates of coverage to be provided to the person for whom they are providing services.

§ A.3.2.5.1.12 By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the TDI's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

§ A.3.2.5.1.13 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the Owner to declare the Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

§ A.3.2.5.1.14 The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996.

28 TAC §110.110

§ A.3.2.6 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident bodily injury, One Million Dollars (\$ 1,000,000.00) each accident bodily injury, and Two Million Dollars (\$ 2,000,000.00) bodily injury by disease policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) per claim and Four Million Dollars (\$ 4,000,000.00) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Three Million Dollars (\$ 3,000,000.00) per claim and Six Million Dollars (\$ 6,000,000.00) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than N/A (\$ N/A) per claim and N/A (\$ N/A) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per occurrence and () in the aggregate.

With reference to the foregoing insurance requirements, Construction Manager shall specifically endorse applicable insurance policies as follows:

1. Webb County shall be named as an additional insured on a primary and non-contributory basis, regardless of the application of other insurance, with respect to all liability coverages, except for the professional liability and workers compensation.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of Webb County shall be contained in all policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify Webb County of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that Webb County will receive at least sixty (60) days' notice prior to cancellation or non-renewal of the insurance.
6. The additional insured coverage in the CGL policy in favor of Webb County must apply to the ongoing operations of Construction Manager for contract costs or up to \$1,000,000 and expanded to include products/completed operation for contract costs in excess of \$1,000,000.
7. Required limits may be satisfied by any combination of primary and umbrella/excess liability insurances.
8. Construction Manager may maintain reasonable and customary deductibles, subject to approval by Webb County.
9. Insurance must be purchased from insurers that are financially acceptable to Webb County with a minimum *A.M. Best* financial rating of A-VII.
10. Coverage for commercial general liability, professional liability, and pollution legal liability must be maintained for at least two (2) to five (5) years after the project is completed.
11. For projects in excess of \$10,000,000 in cost, a per-project aggregate limit must be included in the umbrella excess liability coverages.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

§ A.3.3.2.1 Builder's Risk insurance, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3.. The Contractor shall disclose to the Owner the amount of any deductible, and the Contractor shall be responsible for losses within the deductible. The Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

- .1 **Builder's Risk.** Unless otherwise provided Contractor shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the state of Texas a property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis, including boiler and machinery insurance, Coverage, if not included in the base coverage, shall include coverage against the perils of fire, (with extended coverage) and physical loss or damage including, without limitation or duplication of coverage, lightning, collapse, earthquake, flood, wind storm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft, land vehicles, theft, vandalism, malicious mischief, falsework, testing and start-up, temporary buildings, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and all other perils, and shall include materials stored on-site, off-site and in transit. The Contractor's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Final Completion; unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.
- .2 **Causes of Loss.** The insurance required by this Section A.3.3.2.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
- .3 **Causes of Loss Sub-Limit. Specific Required Coverages.** The insurance required by this Section A.3.3.2.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
- .4 **Coverage Sub-Limit.** Unless the parties agree otherwise, upon Substantial Completion, the Contractor shall continue the insurance required by Section A.3.3.2.1 or, if necessary, replace the insurance policy required under Section A.3.3.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.
- .5 **Adjustment of Loss.** The Owner, as fiduciary, shall have power to adjust and settle any loss arising out of the Work, with insurers, regardless of the purchaser of the insurance policy. The

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Contractor, upon receipt of proceeds, shall, as a fiduciary, pay all subcontractors their just shares of insurance proceeds received by the Contractor, and, by appropriate agreements, shall require subcontractors to make payment to their sub-subcontractors in similar manner. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, then replacement of damaged property shall be performed by the Contractor with the insurance proceeds upon issuance of a Notice to Proceed from the Owner.

- .6 **Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.3.3.2.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.
- .7 **Insurance for Existing Structures.** If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Contractor shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.3.3.2.1, notwithstanding the undertaking of the Work. The Contractor shall be responsible for all co-insurance penalties.
- .8 **Employee Theft or Dishonesty.** If this Builder's Risk policy excludes Employee Theft or Dishonesty coverage, including Third Parties, Contractor shall obtain separate coverage sufficient to protect Owner's interest and in an amount agreeable to Owner.
- .9 **Cancellation.** The insurance policies required by this Section A.3.3.2.1 shall contain a provision that coverages afforded under the policies will not be canceled for any reason, other than nonpayment of premium, or reduced or restricted due to a material change in coverage until at least 30 days' prior written notice of such cancellation or material change has been given to the Owner. Contractor shall provide Owner 30 days prior written notice of the expiration of any policy required by Section A.3.1.1.
- .10 **Construction Manager at Risk.** If Contractor is a Construction Manager at Risk, then, as specified in each Amendment, in a total amount equal to the Guaranteed Maximum Price; otherwise, in the total amount of the Contract Sum.
- .11 **Deductibles.** For any claim made against the builder's risk insurance, the deductible shall not exceed \$2,500 for a Contract Sum (or Guaranteed Maximum Price, if the Project is a Construction Manager at Risk project), of less than \$4 million. For a Contract Sum (or Guaranteed Maximum Price, if the Project is a Construction Manager at Risk project), of \$4 million or more, the deductible shall not exceed \$5,000.

[] § A.3.3.2.2 **Railroad Protective Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.

[] § A.3.3.2.3 **Asbestos Abatement Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[] § A.3.3.2.4 INTENTIONALLY DELETED

[] § A.3.3.2.5 INTENTIONALLY DELETED

[] § A.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
As Project Progresses County may require additional types of insurance coverages and/or limits of coverage that the County deems necessary	To be Determined

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located subject to the requirements of A201-2017, Article 11.1.2.1 , as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	Payment Bond amount is SIX MILLION SEVENTY-EIGHT THOUSAND EIGHT HUNDRED DOLLARS 75/100 CENTS (\$6,078,800.75).

Performance Bond	Performance Bond amount is SIX MILLION SEVENTY-EIGHT THOUSAND EIGHT HUNDRED DOLLARS 75/100 CENTS (\$6,078,800.75)
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The form of Payment and Performance Bonds shall be subject to the requirement of Texas law, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

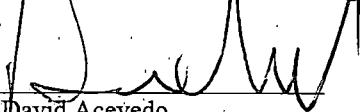
Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

See A201-2017, Article 11.

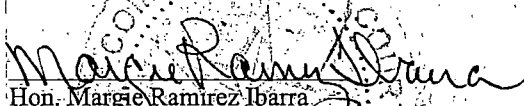
OWNER:
WEBB COUNTY, TEXAS


Hon. Tano E. Tijerina
Webb County Judge

CONTRACTOR:
AOC Calton Ltd. d/b/a Summit Building & Design


Name: David Acevedo
General Manager

ATTEST:


Hon. Margie Ramirez Ibarra
Webb County Clerk

