

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 25th day of October 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)

Tri-Gen Construction, L.L.C.
2900 N. Texas Blvd., Suite 201
Weslaco, Texas 78599
Telephone: 956.447.1048
Fax: 956.447.2003

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

Webb Constable Precinct 4 Administration Building Expansion
8501 San Dario
Laredo, Texas 78045

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

JHS Architect, Inc.
6909 Springfield, Suite 107
Laredo, Texas 78041
Telephone: (956) 723-1360

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
WEBB COUNTY, TEXAS
2021 OCT 25 PM 4:17
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 for this Project, shall refer to the Contract Documents as amended for this Project.

"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 Commissioners Court 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 or County Engineer until the Agreement has been signed by the Contractor, approved by the Owner's Commissioners Court, signed by the Owner's authorized representative, and Owner and Architect have received all required payment and performance bonds and insurance, in compliance with Article 11 of AIA Document A201-2017

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

§ 3.3 Substantial Completion

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

- Not later than Two Hundred Forty Days (240) 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 Hundred Forty-Three Thousand Nine Hundred Sixteen Dollars (\$ 643,916.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.1.1 The Contract Sum contains an Owner's Contingency in the amount of Sixty Thousand Dollars (\$60,000.00). This contingency is for the sole use of the Owner to be used for changes in the scope of the Work and for the betterment of the Project. Owner's authorized representative may approve any expenditure from Owner's Contingency without further 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
Not Applicable	Not Applicable

§ 4.2.2

(Paragraphs deleted)

INTENTIONALLY DELETED.

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

(Identify each allowance.)

Item	Price
Not Applicable	Not Applicable

§ 4.4 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
Not Applicable	Not Applicable	Not Applicable

§ 4.5 Liquidated damages, if any:

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

Five Hundred Dollars (\$500.00) per calendar day as provided under section 4.51 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 Five Hundred Dollars (\$500.00) 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

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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 Five Hundred Dollars (\$500) per day. Owner may deduct such liquidated damages from any Payment made to Contractor before or at Final Payment; or, if sufficient funds are not available, then Contractor shall pay Owner, the amounts specified per day for each and every calendar day the breach continues after the deadline for Final Completion of the Work.

§ 4.5.3 Such damages shall be in addition to, and not in lieu of, any other rights or remedies Owner may have against Contractor for failure to timely achieve Final Completion, and damages for failure to achieve Substantial Completion and failure to achieve Final Completion may run concurrently. If the Work is not finally completed by the time stated in the Agreement, or as extended, no payments for Work completed beyond that time shall be made until the Project reaches Final Completion.

§ 4.6 Other:

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

Not Applicable

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 The Contractor shall submit monthly Applications for Payment to the Architect on AIA Form G702 for approval. Continuation sheets shall be submitted on AIA Form G703. If the Architect approves the application, then they shall submit a Certificate for Payment to the Owner. The Architect may require any additional information deemed necessary and appropriate to substantiate the Application for Payment. Materials that are verified to be on the jobsite or other approved location for use in the Project may also be incorporated into the Application for Payment. The Architect shall have seven (7) days from date of receipt from the Contractor of an Application for Payment to approve or reject all or any part of the Application for Payment. The Owner shall pay the undisputed amounts certified by the Architect to the Contractor within thirty (30) days of receipt of the Certificate for Payment from the Architect unless otherwise provided in the Contract Documents. Undisputed amounts unpaid after the date on which payment is due shall bear interest pursuant to Texas Government Code Section 2251.025.

§ 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%)

§ 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

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§ 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

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)

Sara Alicia Orta, Project Manager
Tri-Gen Construction, L.L.C.
2900 N. Texas Blvd., Suite 201
Weslaco, Texas 78599
Telephone: 956.447.1048
Fax: 956.447.2003

§ 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.)

N/A

§ 8.7 Other provisions:

N/A

§ 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

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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:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor, as amended
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds, as amended.
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction, as amended
- .4 INTENTIONALLY DELETED.

.5 Drawings		Title	Date
Number		Cover Page	April 23, 2021
1. A0.0		General Notes	April 23, 2021
2. A0.01		Code Analysis	April 23, 2021
3. A0.02		Demolition Plan	April 23, 2021
4. A1.0		Arch. Site Plan Improv.	April 23, 2021
5. A1.1		Floor Plan	April 23, 2021
6. A2.0		Enlarged Floor Plan	April 23, 2021
7. A2.1		Building Elevations	April 23, 2021
8. A3.0		Interior Elevations	April 23, 2021
9. A3.1		Millwork Sections	April 23, 2021
10. A3.2		Building Sections	April 23, 2021

Init.

11. A4.0	Wall Sections	April 23, 2021
12. A4.1	Door/Wind Schedules	April 23, 2021
13. A5.0	Room Finish Schedule	April 23, 2021
14. A5.1	Reflected Ceiling Plan	April 23, 2021
15. A6.0	Roof Plan	April 23, 2021
16. A7.0	Roof Details	April 23, 2021
17. A7.1	ADA/TAS Requirements	April 23, 2021
18. A10.0	ADA/TAS Requirements	April 23, 2021
19. A10.1.	ADA/TAS Requirements	April 23, 2021
20. A10.2	ADA/TAS Requirements	April 23, 2021
21. A10.3	Dimensional Plan	April 26, 2021
22. C1.1	Grading Plan	April 26, 2021
23. C2.1	Utility Plan	April 26, 2021
24. C3.1	Storm Water Pollut. Prev.	April 26, 2021
25. C4.1	Details	April 26, 2021
26. C5.1	Details	April 26, 2021
27. C5.2	Gen. Not. & Fund. Dtails	April 19, 2021
28. S101	Foundation Plans	April 19, 2021
29. S102	Roof Framing Plan	April 19, 2021
30. S201	Framing Details	April 19, 2021
31. SD101	Mech. Legend & Notes	April 13, 2021
32. SD201	Mech. Demo. Plans	April 13, 2021
33. MG01	Mech. Floor Plan	April 13, 2021
34. MPD01	Mech. Schedules	April 13, 2021
35. MP01	Mech. Details	April 13, 2021
36. MS01	Mech. Control	April 13, 2021
37. MD01	Elec. Demo. Site Plans	April 13, 2021
38. MC01	Elec. Site Plan	April 13, 2021
39. ESD1.0	Elec. Demo. Plan	April 13, 2021
40. ES1.0	Elec. Light. Floor Plan	April 13, 2021
41. ED1.0	Elec. Power Floor Plan	April 13, 2021
42. E1.0	Elec. Special Sysms. Plan	April 13, 2021
43. E2.0	Electrical Legend	April 13, 2021
44. E2.1	Electrical Riser	April 13, 2021
45. E3.0	Electrical Details	April 13, 2021
46. E4.0	Electrical Details	April 13, 2021
47. E5.0	Electrical Specs	April 13, 2021
48. E5.1	Plum. Demo. Plan	April 13, 2021
49. E.6.0	Plum. Sew. & Vent. Plan	April 13, 2021
50. P1.0	Plum. D. Watr Floor Plan	April 13, 2021
51. P2.0	Plum. Legend & Sched.	April 13, 2021
52. P3.0		
53. P4.0		

.6 Specifications dated developed by JHS Architects, Inc. dated April 23, 2021, ("Bidding & Construction Documents") Eight Hundred Eighteen Pages, Incorporated Verbatim herein.

(Paragraph deleted)

Construction Documents

Section	Title	Date	Pages
DIVISION 1	General Requirements		
011000	"Summary of Work"	April 23, 2021	2
012100	"Allowances"	April 23, 2021	2
012200	"Unite Prices"	April 23, 2021	
012600	"Contract Modification	April 23, 2021	1

Init.

	Procedures"		
012600	"G701 Change Order"	April 23, 2021	1
012600	"G709 Work Changes Proposal Request"	April 23, 2021	1
012600	"G710 Architect's Supplemental Instructions"	April 23, 2021	1
012600	"G714 Construction Change Directives"	April 23, 2021	1
012900	"Payment Procedures"	April 23, 2021	3
012900	"G702 Contractors Application for Payment"	April 23, 2021	1
012900	"G703 Contractors Application for Payment Continuation Sheet"	April 23, 2021	1
013100	"Project Management Procedures"	April 23, 2021	6
013100	"G716 Request for Information (RFIs)"	April 23, 2021	1
013200	"Construction Project Documentation"	April 23, 2021	5
013233	"Photographic Documentation"	April 23, 2021	3
013300	"Submittal Procedures"	April 23, 2021	8
013300	"Agreement for Transfer"	April 23, 2021	1
013300	G810 Transmittal Letter	April 23, 2021	1
014000	"Quality Requirement"	April 23, 2021	6
014200	"References"	April 23, 2021	12
015000	"Temporary Facilities"	April 23, 2021	5
016000	"Product Requirements"	April 23, 2021	6
017329	"Cutting and Patching"	April 23, 2021	3
017419	"Construction Waste Management and Disposal"	April 23, 2021	4
017700	"Closeout Procedures"	April 23, 2021	4
017823	"Operation and Maintenance Data"	April 23, 2021	5
017839	"Project Records Documents"	April 23, 2021	3
		April 23, 2021	
DIVISION 2	Existing Conditions		
024119	"Selective Structure Demolition"	April 23, 2021	4
DIVISION 3	Concrete		
033000	"Cast-in-Place Concrete"	April 23, 2021	18
DIVISION 4	Masonry		
042000	"Unit Masonry"	April 23, 2021	4
042113	"Brick Masonry"	April 23, 2021	22
042300	"Reinforced Unit Masonry"	April 23, 2021	4
DIVISION 5	Metals		
051200	"Structural Steel"	April 23, 2021	7

Init.

052100	"Steel Joist Framing"	April 23, 2021	4
053100	"Steel Decking"	April 23, 2021	5
054000	"Cold Formed Metal Framing"	April 23, 2021	6
055000	Metal Fabrication"	April 23, 2021	18
057000	"Decorative Metal Grilles"	April 23, 2021	4
DIVISION 6	Wood and Plastics		
061000	"Rough Carpentry"	April 23, 2021	11
061050	"Miscellaneous Carpentry"	April 23, 2021	6
062000	"Finish Carpentry"	April 23, 2021	6
064023	"Interior Architectural Woodwork"	April 23, 2021	5
DIVISION 7	Thermal and Moisture Protection		
071600	"Bituminous Damp Proofing"	April 23, 2021	4
071326	"Self-Adhering Sheet Waterproofing"	April 23, 2021	5
071800	"Water Repellants"	April 23, 2021	4
072100	"Building Insulation"	April 23, 2021	5
072500	"Weather Barriers"	April 23, 2021	3
072700	"Firestopping"	April 23, 2021	8
074113	"Metal Roof Panels"	April 23, 2021	9
076000	"Flashing and Sheet Metal"	April 23, 2021	3
077100	"Roof Specialties"	April 23, 2021	9
077200	"Roof Accessories"	April 23, 2021	5
079010	"Joint Sealants"	April 23, 2021	10
079500	"Expansion Control"	April 23, 2021	5
DIVISION 8	Door, Windows & Glass		
081110	"Standard Steel Doors and Frames"	April 23, 2021	6
081416	"Flush Wood Doors and Frames"	April 23, 2021	4
084313	"Aluminum-Framed Storefronts"	April 23, 2021	7
085113	"Aluminum Windows"	April 23, 2021	1
087100	"Door Hardware"	April 23, 2021	14
088000	"Glazing"	April 23, 2021	9
089000	"Louvers and Vents"	April 23, 2021	3
DIVISION 9	Finishes		
092550	"Gypsum Board Assemblies"	April 23, 2021	16
093000	"Tiling"	April 23, 2021	9
095113	"Acoustical Panel Ceilings"	April 23, 2021	4
096513	"Resilient Base"	April 23, 2021	4
096519	"Resilient Flooring"	April 23, 2021	4
099000	"Painting"	April 23, 2021	10

Init.

Division 10	Specialties		
101000	"Visual Display Boards"	April 23, 2021	4
102800	"Toilet Accessories"	April 23, 2021	3
104250	"Signage"	April 23, 2021	7
105220	"Fire Extinguisher and Cabinets"	April 23, 2021	4
DIVISION 11	Equipment		
DIVISION 12	Furnishings		
DIVISION 13	Special Construction		
DIVISION 14	Elevators		
DIVISION 22	Plumbing		
220000	"Summary of Plumbing Work"	December 8, 2020	2
220500	"Common Work Results for Plumbing"	December 8, 2020	7
220529	"Hangers and Supports For Plumbing Piping and Equipment"	December 8, 2020	3
220553	"Identification for Plumbing Piping and Equipment"	December 8, 2020	2
220719	"Plumbing Piping Insulation"	December 8, 2020	11
221116	"Domestic Water Piping"	December 8, 2020	5
221119	"Domestic Water Piping Specialties"	December 8, 2020	6
221313	"Facility Sanitary Sewers"	December 8, 2020	4
221319	"Sanitary Waste Piping Specialties"	December 8, 2020	4
223300	"Electric Domestic Water Heaters"	December 8, 2020	2
224200	"Commercial Plumbing Fixtures"	December 8, 2020	5
224713	"Drinking Fountains"	December 8, 2020	3
DIVISION 23	HVAC		
230000	"Heating, Ventilation and Air-Conditioning"	December 8, 2020	2
230500	"Common Work Results for HVAC"	December 8, 2020	9
230539	"Hangers and Supports for HVAC Piping and Equipment"	December 8, 2020	6
230553	"Identification for HVAC Piping and Equipment"	December 8, 2020	5
230593	"Testing, Adjusting and Balancing for HVAC"	December 8, 2020	10
230713	"Duct Insulation"	December 8, 2020	4
230800	"Commissioning HVAC System"	December 8, 2020	9
230900	"Instrumentation and Control for HVAC"	December 8, 2020	26
232300	"Refrigerant Piping"	December 8, 2020	6

Init.

232600	"Condensate Drain Piping"	December 8, 2020	1
233113	"Metal Ducts"	December 8, 2020	5
233300	"HVAC Duct Accessories"	December 8, 2020	4
233346	"Flexible Ducts"	December 8, 2020	2
233416	"Centrifugal HVAC Fans"	December 8, 2020	4
233713	"Diffusers, Registers and Grilles"	December 8, 2020	2
237312	"DX Air Handling Units, Single Zone VAV"	December 8, 2020	3
DIVISION 26/27/28	Electrical		
260000	"Electrical"	December 8, 2020	2
260120	"Operations and Maintenance of Low-Voltage Electrical Distribution"	December 8, 2020	13
260500	"Common Work Results For Electrical"	December 8, 2020	9
260519	"Low-Voltage Electrical Power Conductors and Cables"	December 8, 2020	3
260526	"Grounding and Bonding for Electrical Systems"	December 8, 2020	8
260529	"Hangers and Supports for Electrical Systems"	December 8, 2020	2
260533	"Raceways and Boxes for Electrical Systems"	December 8, 2020	7
260543	"Underground Ducts and Raceways for Electrical Systems"	December 8, 2020	2
260553	"Identification for Electrical Systems"	December 8, 2020	2
260923	"Lighting Controls"	December 8, 2020	18
262416	"Panelboards"	December 8, 2020	6
262726	"Wiring Devices"	December 8, 2020	3
262813	"Fuses"	December 8, 2020	2
262816.16	"Enclosed Switches"	December 8, 2020	2
264313	"Surge Protective Devices for Low-Voltage Electrical Power Circuits"	December 8, 2020	4
265100	"Interior Lighting"	December 8, 2020	5
265600	"Exterior Lighting"	December 8, 2020	3
270533	"Conduits and Backboxes for Communication Systems"	December 8, 2020	1
284621.11	"Addressable Fire Alarm Systems"	December 8, 2020	9
DIVISION 31	Earthwork		
311000	"Site Clearing"	April 23, 2021	3
312000	"Earth Moving"	April 23, 2021	7
313116	"Termite Treatment"	April 23, 2021	4

Init.

327400	"Excavation and Support Systems"	April 23, 2021	3
DIVISION 32			
Exterior Improvements			
321313	"Concrete Paving"	April 23, 2021	6
321373	"Concrete Paving Joint Sealants"	April 23, 2021	4
323113	"Chain Link Fences and Gates"	April 23, 2021	4
327400	"Landscaping Specifications"	April 23, 2021	4
DIVISION 33			
Utilities			
330500	Common Work Results for Utilities	April 23, 2021	9

(Paragraph deleted)

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.

(Paragraph deleted)

.7 Addenda, if any:

Number	Date	Pages
1. Addendum No. 1 to RFP 2021-005	June 17, 2021	1
2. Addendum No. 2 to RFP 2021-005	June 25, 2021	7

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.)

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

[n/a] The Sustainability Plan:

Title	Date	Pages
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[X] Supplementary and other Conditions of the Contract:

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

Document	Title	Date	Pages
Prepared by JHS Architect, Inc.	Supplementary	Undated	3

Init.

Conditions

.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.)

- A. Geotechnical Engineering Study (Project No. AMA20-038-00) for proposed Constable Office J.P. Precinct 4 Building Addition prepared by RABA Kitsner Consultants, Inc. and dated November 30, 202.
- B. Request for Competitive Sealed Proposals No. 2021-005 entitled "Webb County Constable Pct. 4 Administrative Building Expansion issued by Webb County dated June 5, 2021.

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

OWNER:
Webb County

CONTRACTOR:
Tri-Gen Construction, L.L.C.

(Table deleted)

Tano E. Tijerina
Webb County Judge

Jorge Gonzalez
President

ATTEST:

Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:

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

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