ATTACHMENT A

RFP2026-08

DRAFT

AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a Stipulated Sum

AGREEMENT made as of the «xx» day of «x» in the year «xxxx»
(In words, indicate day, month and year.)

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

«Hood County »
«Ron Massingill, County Judge (or Successor) »
«100 E. Pearl St.
Granbury, TX 76048»

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

«contractor »
«address »

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

«Hood County Jail Expansion »
«400 Deputy Larry Miller Dr
Granbury, TX 76048»

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

«DRG Architects, LLC »
«13300 Old Blanco Road #175
San Antonio, TX 78216 »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications identified in Exhibit C, Addenda issued prior to execution of this Agreement, Exhibits A through F and the RFP provisions expressly identified in Article 9, 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.

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.

§ 2.1 Except as expressly provided for in the Contract Documents to the contrary, the Contractor, at its sole cost, risk, and expense, shall construct, equip, provide, purchase, pay for, and furnish all of the Work in accordance with the Contract Documents, governmental codes and regulations as they apply to the performance of the Work and as shown in the Contract Documents, and Contractor shall remain responsible for complying with governmental codes and regulations relating to means, methods and procedures applicable to Contractor's performance of the Work.

§ 2.2 The Contractor shall furnish only skilled properly trained staff for the performance of the Work. The key members of the Contractor's staff shall be persons agreed upon with the Owner and identified in the "Schedule of Key Personnel" attached hereto and incorporated herein as Exhibit E.

§ 2.3 Such key members of the Contractor's staff shall not be changed without the mutual consent of the Owner and Contractor, which consent shall not be unreasonably withheld, unless such person becomes unable to perform any required duties due to death, disability, transfer, resignation or termination of employment with Contractor. If a key member is no longer capable of performing in the capacity describe in Exhibit E, the Owner and Contractor shall agree on a mutually acceptable substitute, which agreement shall not be unreasonably withheld.

§ 2.4 During the performance of the Work, the Contractor shall maintain a competent Project Superintendent at the Project site, fully authorized to act on behalf of the Contractor. Notice from the Owner or the Architect to such Project Superintendent in connection with defective Work, instructions for performance of the Work, or any other matters pertaining to the work shall be considered notice of such issues to the Contractor, except for notice of Contractor's default.

§ 2.5 The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants

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with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

§ 2.6 The Contractor shall maintain the confidentiality of Project and Owner information, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Contractor from establishing a claim or defense in an adjudicatory proceeding. The Contractor shall require of all Subcontractors similar agreements to maintain the confidentiality of Project and Owner information. This subparagraph is not intended to limit the use by Contractor or its Subcontractors of Project information to perform its Work under this Agreement.

§ 2.6.1 The Contractor, at any time upon the request of the Owner, shall immediately return and surrender to the Owner all copies of any materials, records, notices, memoranda, recordings, drawings, specifications, and mock-ups and any other documents furnished by the Owner or the Architect to the Contractor. Contractor shall require all Subcontractors to agree to all of the same requirements outlined in Section 2.6.

§ 2.6.2 The covenants contained in this Section 2.6 shall survive the complete performance of the Work or earlier termination of this Agreement.

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.

[«X»] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

«The Date of Commencement shall be within thirty (30) calendar days after receipt of both a written notice to proceed from the Owner, and receipt of required permit to begin construction.»

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

§ 3.2.1 Time is of the essence of this Agreement. The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time, as modified by Change Orders and Contractor's excusable or otherwise approved delays, and that timely completion is required to support Hood County's public-safety operations.

§ 3.2.2 Contractor shall perform the Work in accordance with the Project Schedule identified in Exhibit D and shall achieve Substantial Completion within the time established in Section 3.3. Final Completion means completion of all Work, including punch-list items and closeout requirements, subject to obligations that expressly survive Final Completion, and shall occur within the period established in Section 9.10.1 of the General Conditions.

The Contractor, Architect and Owner's authorized representative shall meet at the Project biweekly, or more frequently when reasonably required by Owner, to review progress and compliance with the Project Schedule. If Owner determines in good faith that Contractor or any party for whom Contractor is responsible has caused a delay affecting the Project Schedule or Contract Time, Owner shall give written notice identifying the delay. Within five (5) calendar days after receipt, Contractor shall submit a recovery plan identifying corrective measures, required labor and equipment, affected Subcontractor and supplier commitments, and dates for recovery. Contractor shall promptly implement the plan at its expense to the extent the delay is its responsibility and shall provide weekly progress updates until recovery. Contractor shall provide reasonable

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evidence of affected Subcontractor and supplier commitments and shall arrange coordination meetings with them when reasonably requested by Owner. Owner's review of a recovery plan does not extend Contract Time or authorize additional compensation.
Failure to submit or diligently implement the recovery plan may be addressed under Sections 2.5 and 14.2 of AIA Document A201–2017, subject to their applicable notices, cure periods and bond requirements. This Section does not eliminate those procedures.
Any modification of Contract Time must be documented through the change or Claim procedures of the Contract Documents. An agreed change shall be stated in a Change Order signed by Owner and Contractor.

§ 3.2.3 Contractor will record on a daily basis whether its critical path job progress has been materially affected by adverse weather conditions. Contractor will report to the Owner of any such adverse weather delays in writing on a weekly basis. The Contractor will further report to the Owner substantiating any days claimed to have been lost, over and above those allotted for in the Project Schedule, due to adverse weather conditions. Claims for additional time shall be awarded per Section 8.3.1 of the General Conditions. Extraordinary adverse weather qualifying for an extension under Section 8.3 and Article 15 of the General Conditions shall entitle Contractor to time only and not additional compensation, except to the extent otherwise expressly agreed in an Owner-approved Change Order or required by applicable law. The Contractor shall include in the Project Schedule the average number of adverse weather days based on the historical data from the National Weather Service. The historical data will be indexed to the zip code of the project site.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[«X»] Not later than « xxxx » (« xxx ») calendar days from the date of commencement of the Work.

[« »] By the following date: « »

§ 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

§ 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 «$$$$$$$» ($ « $$$ »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

Item	Price
	$

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

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

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Item	Price

§ 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)

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

A. The parties acknowledge and agree to the following:

.1 The Owner shall be entitled to damages attributable to delays that are caused (whether directly or indirectly) by any negligent act or omission of Contractor or any entity under contract with Contractor or for whom Contractor is otherwise responsible ("Delays").

.2 At the time of execution of the Agreement, it is extremely difficult, if not impossible, to ascertain with precise accuracy the amount of actual damages that the Owner would incur as a result of any Delays.

The "Liquidated Damages" amount specified in this Section 4.5, however, bear a substantial relationship to and approximate the actual damages the Owner is expected to incur from Delays, represent reasonable compensation to the Owner from damages anticipated from such Delays, and are not a penalty. The Liquidated Damages are based on a fair and methodically reasonable attempt to predict damages resulting from Delays, including the Owner's anticipated extended project administration, inspection and operational coordination costs, to the extent applicable to this Project. Accordingly, neither party may change the Stipulated Sum, or the basis therefor, in any future setting.

.3 Liquidated Damages shall constitute the Owner's sole remedy for money damages for unexcused delay to the Contract Time. Owner hereby retains any and all other non-monetary rights and remedies for delays to the completion of the Work under the terms of the Contract Documents and "Applicable Laws" (defined herein as all statutes, laws, ordinances, codes, rules and regulations and lawful orders and all other requirements of public authorities applicable to performance of the Work, including, without limitation, those relating to safety, accessibility, immigration and the environment), including, without limitation, Owner's right to accelerate and to terminate the Contract.

B. The Contractor hereby warrants and represents that it is familiar with liquidated damages provisions generally, and has received advice of counsel with respect to this section 4.5.

Amount of Liquidated Damages. In the event the Contractor does not achieve Substantial Completion of the Work within the Contract Time as defined in Article 3, including approved extensions, the Contractor shall pay Owner as Liquidated Damages and not as a penalty a maximum Liquidated Damages of: (i) One Thousand Five Hundred and No/100 Dollars ($1,500.00) per calendar day until such time that the Contractor has achieved Substantial Completion of the Work in accordance with the AIA A201 General Conditions, Section 9.8 (as modified),and (ii) Three Thousand and No/100 Dollars ($3,000.00) per calendar day until such time that the Contractor has achieved Final completion in compliance with the AIA A201 General Conditions, section 9.10 (as modified).

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

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment in form reasonably acceptable to Owner and Contractor and which shall be accompanied by all supporting documentation required by Owner on the Application for Payment, including the public-works payment documentation required by Section 5.1.4, submitted to the Owner and Architect by the Contractor and Certificates for Payment issued by the Architect, subject to the provisions of Section 9.5 of the General Conditions), the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents (including, without limitation, being subject to the provisions of Section 9.5 of the General Conditions). Owner may elect to make each monthly payment via Automated Clearing House (ACH), wire or check so that Contractor payments and subsequent payments to Subcontractors can be expedited via available funds. Applications shall use AIA G702 and G703 or an equivalent form approved by Owner and Architect. This form requirement does not alter the billing period or payment deadlines in Sections 5.1.2 and 5.1.3.

§ 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 Contractor shall submit each Application for Payment concurrently to the Hood County Auditor, as Owner's designated invoice recipient, and the Architect, with a copy to Kitchell CEM, Owner's Representative. Submissions to the County Auditor shall be directed to 1402 W. Pearl St., Suite 4, Granbury, Texas 76048, or smatlock@hoodcounty.texas.gov. Architect shall review and certify Applications in accordance with the General Conditions. Owner shall pay amounts due within the period required by Texas Government Code Chapter 2251. Review, certification and administrative submission calendars shall not extend a statutory payment deadline. Owner shall give any required notice of an invoice error or disputed amount within the statutory period, identifying the disputed amount and basis. Undisputed amounts shall be paid when due, and withholding and interest shall be governed by applicable law. Certified payrolls shall be submitted weekly to the same recipients in accordance with A201 Section 3.7.6, independently of the monthly Application for Payment.

§ 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 among the various portions of the Work, except that the Contractor's Fee shall be shown as a single separate item. The Schedule of Values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner or the Architect may require. The initial Schedule of Values shall not be amended without the prior written consent of the Owner. Each line item on the Schedule of Values shall reflect the actual subcontract amounts applicable to such line item unless otherwise disclosed to the Owner in writing. Any "Allowances" shown on the Schedule of Values shall be clearly designated as such.

Each Application for Payment shall identify the amounts requested for Contractor and each Subcontractor and supplier and shall include supporting invoices and other reasonably requested evidence necessary to substantiate those amounts. Beginning with the second Application, Contractor shall provide a certification of amounts paid from prior payments and identify unpaid or disputed amounts, the affected parties and the reasons for nonpayment. Upon reasonable request, Contractor shall furnish receipts, payment confirmations and legally permissible releases limited to amounts actually received. No unconditional acknowledgment of payment shall be required before the identified payment is received, and no advance waiver of statutory payment-bond rights shall be required contrary to applicable law. These documentation requirements shall be administered consistently with Texas Government Code Chapter 2251.

Copies of checks issued by Contractor and payment of the costs of the work shall be available for review and copying by Owner at Contractor's corporate office within three (3) business days following written request therefor from Owner.

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§ 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, 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;
- **.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.

§ 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; and
- **.5** Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 Owner shall withhold five percent (5%) retainage from progress payments before Substantial Completion, subject to applicable law.

§ 5.1.7.1.1 No categories of Work are exempt from retainage except as required by law or expressly agreed in a written amendment.

§ 5.1.7.2 Reduction or release for substantially completed portions shall be administered under Sections 9.8.5 and 9.10.3 of the General Conditions and Texas Government Code Section 2252.032.

§ 5.1.7.3 Upon Substantial Completion, Contractor may apply for release of retained amounts in accordance with the Contract Documents and applicable law. Owner shall identify in writing the basis and calculation for any amount lawfully remaining withheld. No amount shall be withheld twice for the same exposure. Retainage and disputed-payment withholding shall be administered consistently with Sections 5.1.11 and 5.1.12 and applicable law. Owner and Contractor shall agree on a procedure for review and approval of Subcontractor payments and retainage consistent with these requirements.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, 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** In taking action on the Contractor's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 5.1.5 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract.

§ 5.1.11 At Substantial Completion, Architect, with Owner's concurrence, shall prepare an itemized estimate of the reasonable cost to complete or correct remaining Work. Owner may withhold only amounts authorized by the Contract Documents and applicable law. For withholding governed by Texas Government Code Section 2251.042, the amount shall not exceed the limit established by that section.

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Credit shall be given for retainage and other sums already withheld for the same item or exposure. Owner shall provide Contractor with the itemized calculation and basis for continued withholding. As each item is completed and accepted, the amount no longer authorized to be withheld for that item shall be released with the next payment, or earlier if required by law. Retainage release shall also comply with Texas Government Code Section 2252.032.

§ 5.1.12 Final payment shall be administered under Sections 5.2.1 and 5.2.2. Any continued withholding for incomplete or defective Work shall be determined under Section 5.1.11 and applicable law. No additional or duplicate punch-list holdback is created by this Section.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, 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 Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

.3 payment documentation required by Sections 5.1.4 and 5.2.1.11–.12 from Contractor and the applicable Subcontractors and suppliers, and all other documents and items as required elsewhere in the Contractor Documents, including, but not limited to, warranties and guarantees, temporary certificates of occupancy, record drawings, operations and maintenance manuals, and keys have been submitted to the Owner;

.4 approval of such completion by local government authorities, as evidenced by a certificate of occupancy or similar certificate; provided, however, that if the Contractor may only obtain a temporary certificate of occupancy due to (i) Owner's failure to complete Owner's obligations which are conditions precedent to obtaining a permanent certificate of occupancy, or (ii) additional requirements made by governmental authorities covering the items not in this Contract;

.5 at Owner's expense, receipt by Owner of a satisfactory "as built" survey (from a surveyor acceptable to Owner and Contractor in exercise of reasonable judgment) reflecting the location of the improvements on the Property in accordance with the Drawings and Specifications;

.6 delivery to Owner of tests/adjust/balance records, maintenance instructions, meter readings, start-up performance reports and similar change-over information relevant to Owner's occupancy, use, operations and maintenance of the completed Work;

.7 removal of temporary facilities, services, surplus materials, rubbish and similar elements;

.8 changeover of doors locks and Contractor's other access provisions to Owner's property;

.9 delivery to Owner of required quantities of spare parts, extra and over-run stock; maintenance tools and devices, keys and similar physical units to be submitted to Owner;

.10 all other close-out requirements set forth in the Contract Documents have been completed to the extent not completed or furnished pursuant to Section 5.2.1.3, above;

.11 Contractor shall identify all outstanding payment claims related to the Work and furnish the supporting payment records and surety documents required by the Contract Documents. Owner may withhold only amounts authorized by applicable law and Section 5.1.11 of this Agreement and Section 9.11 of the General Conditions, with credit for sums already withheld for the same exposure.

.12 Contractor shall provide written evidence of its receipt of final payment within ten (10) calendar days after funds clear. Contractor shall pay Subcontractors within five (5) calendar days after funds clear, or earlier if required by law. Contractor shall require Subcontractors to furnish written evidence of receipt within ten (10) calendar days after their funds clear and shall promptly forward that evidence to Owner. Any requested release shall be legally permissible and limited to amounts actually received; no advance waiver of statutory payment-bond rights shall be required contrary to law.

.13 All testing, commissioning, integrated security-system demonstrations and Owner training expressly required by the Contract Documents shall be completed. Records of completion and required system credentials shall be delivered securely to Owner. This requirement supplements, and does not replace, the other closeout deliverables in this Section. Relief

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for completion delayed through no fault of Contractor shall remain governed by Section 9.10.3 of the General Conditions.

§ 5.2.2 Subject to Section 5.2.1, final payment shall be made no later than thirty (30) days after issuance of the Architect's final Certificate for Payment, or earlier if required by Texas Government Code Chapter 2251. Certification and administrative review shall not extend a statutory payment deadline. Any withholding shall comply with Section 5.1.11 and applicable law.

§ 5.3 Interest

Interest on overdue payments shall be calculated and paid in accordance with Texas Government Code Chapter 2251, including Section 2251.025, at the applicable statutory rate and for the period prescribed by that chapter.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »
« »
« »
« »

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[« »] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[« X »] Litigation in a court of competent jurisdiction

[« »] Other *(Specify)*

« »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

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 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

«one percent (1%) of the Cost of Work Completed »

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

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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)

« Kitchell CEM »
«2450 Venture Oaks Way, Suite 500 »
« Sacramento, CA 95833 »
« »
« »
« »

Kitchell CEM shall serve as Owner's Representative for project administration within the scope delegated by Owner in writing. This designation does not, by itself, authorize Kitchell to modify the Contract Sum or Contract Time, settle Claims or otherwise bind Hood County to a financial commitment. Such actions require approval by the County official or governing body legally authorized to approve the action. Owner shall identify the designated project contact and notice information in writing.

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

« Name »
« contractor, LLC »
« address »
« number »

§ 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. Contractor shall procure and pay for Builder's Risk insurance and its deductibles as required by A201 Section 11.2.1 and Exhibit A, Section II.B. Owner's separate commercial general liability insurance is optional as stated in Exhibit A, Section II.A.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents. Contractor shall furnish performance and payment bonds, each in the full Contract Sum and compliant with Texas Government Code Chapter 2253, from a surety authorized to issue such bonds in Texas, with delivery of the executed Agreement, within ten (10) calendar days after award, and before beginning the Work. The submission requirements in Section IV of Exhibit A and the applicable RFP bond provisions also apply. Any adjustments to the bonds shall comply with applicable law and Section IV of Exhibit A.

§ 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 OFAC REPRESENTATION

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Contractor further represents and warrants that Contractor is not and shall not be, and, after making due inquiry, no person or entity ("Person") who owns a controlling interest in or otherwise controls Contractor, is an employee, agent or contractor of Contractor is or shall be (a) listed on the Specially Designated Nationals and Blocked Persons List (the "SDN List") maintained by the Office of Foreign Assets Control ("OFAC"), Department of the Treasury, and/or on any other similar list ("Other Lists" and, collectively with the SDN List, the "Lists") maintained by the OFAC pursuant to any authorizing statute, Executive Order or regulation (collectively, "OFAC Laws and Regulations"); or (b) a Person (a "Designated Person") either (i) included within the term "designated national" as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, or (ii) designated under Sections l(a), l(b), l(c) or l(d) of Executive Order No. 13224, 66 Fed. Reg. 49079 (published September 25, 2001) or similarly designated under any related enabling legislation, or any other similar Executive Orders (collectively, the "Executive Orders"). The OFAC Laws and Regulations and the Executive Orders are collectively referred to in this Agreement as the "Anti-Terrorism Laws". Contractor also shall require, and shall take reasonable measures to ensure compliance with the requirement, that no Person who owns any other direct interest in Contractor is or shall be listed on any of the Lists or is or shall be a Designated Person. This Section shall not apply to any Person to the extent that such Person's interest in the Contractor is through a U.S. Publicly-Traded Entity. As used in this Agreement, "U.S. Publicly-Traded Entity" means a Person (other than an individual) whose securities are listed on a national securities exchange, or quoted on an automated quotation system, in the United States, or a wholly-owned subsidiary of such a Person.

§ 8.7.2 Compliance with Owner's Policies. Contractor shall ensure that its employees and all Subcontractor employees comply with applicable County employee policies relating to workplace conduct, safety, security, and use of County property while performing the Work or on County premises. These policies are available at https://hoodcounty.texas.gov/departments/personnel/employee_resources.php. Contractor shall also comply with Exhibit B, Hood County Jail Security and Access Requirements. All of Contractor's employees ("Contractor Employees") may be required to attend a short orientation program prior to performing services on Owner's premises. Owner may require Contractor to immediately remove any of its personnel that do not comply with these policies or who are otherwise objectionable to Owner for any reason.

§ 8.7.3 Background Checks and CJIS Requirements. Contractor shall ensure that its personnel and the personnel of its Subcontractors and consultants who enter the existing jail, whether escorted or unescorted, satisfy the County's applicable CJIS requirements before entry, including the required security addendum, fingerprinting and CJIS training, as specified in Exhibit B. Personnel working exclusively outside the existing jail are not required to complete those CJIS requirements solely because they work on the Project, but shall comply with applicable site safety and access rules. Personnel additions and removals shall be reported in accordance with Exhibit B. County retains authority to approve or deny access under its applicable policies. Contractor shall coordinate submissions sufficiently in advance of planned access; changes in requirements or delays for which Contractor is not responsible shall be addressed under the Contract Documents.

§ **8.7.4 Proof of Employment Eligibility.** Contractor warrants that all Contractor Employees names and social security numbers match and that all Contractor Employees hired after the date of this Agreement are United States citizens or they have one of the documents currently accepted by the USCIS as proof of employment eligibility, as shown on USCIS website's instructions for Form I-9 (www.uscis.gov/portal/site/uscis). For Contractor Employees hired prior to the date of this Agreement, Contractor warrants that all Contractor Employees are United States citizens or they provided proof of employment eligibility documents accepted by the USCIS or its predecessors at the time of said Contractor Employee's hire. Any Contractor Employee whose proof of employment eligibility documents (such as temporary work visas issued by USCIS, Bureau of Citizenship and Immigration Service or Immigration and Naturalization Service) expire while said Contractor Employee is providing services, must have their 1-9 form re-verified according to USCIS requirements.

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§ 8.7.5 Extent of Responsibility The recommendations and advice of the Contractor concerning design alternatives shall be subject to the review and approval of the Owner and the Owner's professional consultants. Although the Contractor shall exercise the Standard of Care in connection with its services and the Work, it is not the Contractor's responsibility to ascertain that the Drawings and Specifications are in accordance with Applicable Laws. Notwithstanding the foregoing, however, if the Contractor knowingly recognizes, discovers or learns that portions of the Drawings and Specifications are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing. If the Contractor fails to notify the Architect and Owner as required in the preceding sentence, the Contractor shall be liable for any damages, costs or liability resulting therefrom, including, without limitation, any fines, Architect's fees, consulting fees and costs of correction of the Work.

§ **8.7.6 Compliance with Laws.** The Contractor shall comply with Applicable Laws and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs.

§ **8.7.7 Resolving Conflicts.** In the case of a conflict among the Contract Documents, the order of priority stated in this Section shall govern. It is also agreed that the most recently approved Contract Document will take precedence over previous issues of the same Contract Document, and that if there is any conflict or inconsistency among the Contract Documents, the Contract Documents will be interpreted in accordance with the following order of priority: (a) duly authorized written Modifications executed after this Agreement, but only to the extent they expressly modify a Contract Document; (b) this Agreement; (c) Agreement Exhibits A through F, for their respective subjects; (d) the A201 General Conditions as modified for this Project; (e) the incorporated RFP Special Terms, Conditions, and Requirements; (f) the incorporated RFP General Terms, Conditions, and Requirements and Invoices and Payments provisions; and (g) the Drawings and Specifications and other enumerated Contract Documents. Identified pre-award addenda modify the documents to which they apply. No document priority authorizes noncompliance with applicable law or expands a person's authority to bind Owner. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall (a) provide the better quality or greater quantity of Work or (b) comply with the more stringent requirement; either or both in accordance with the Architect's interpretation, except to the extent that Owner instructs the Contractor to resolve such inconsistencies in a different manner recommended by the Architect or Contractor. The terms and conditions of this Section 8.7.7, however, shall not relieve the Contractor of any of the obligations set forth in Sections 3.2 and 3.7 of the General Conditions. If the enumeration of provisions in the Supplementary Conditions is not consistent with the enumeration of the General Conditions, then, to the extent that a provision in the Supplementary Conditions amends or modifies a provision of the General Conditions, the enumeration of such provision in this Supplementary Conditions shall be amended to be consistent with the provisions of the General Conditions.

§ **8.7.8 No Waiver.** No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by the other in performance of any obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection or failure of the Owner to perform any inspection hereunder shall not release the Contractor of any of its obligations hereunder.

§ 8.7.9 Contractor and its Subcontractors shall not remove improvements, installed Work or Owner-paid materials or equipment from the Project without Owner's prior written authorization, except as necessary to perform authorized correction or replacement of the Work. Contractor shall include this obligation in its Subcontracts.

§ 8.7.10 Intentionally deleted.

§ 8.7.11 Intentionally deleted.

§ **8.7.12 Nonconforming Work.** When any nonconforming Work caused by the negligence or other breach of Contractor or its Subcontractors is found, at Owner's option, it will be replaced and the entire area of

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the affected Work involved shall be corrected. Additional testing, sampling or inspecting needed to define nonconforming Work shall be at Contractor's expense. Contractor shall employ Owner's independent testing laboratory, or a mutually satisfactory independent testing laboratory if such services are required. All corrected Work shall be retested at Contractor's expense. Extra architectural or other professional design or consulting services required by Contractor to analyze nonconforming Work shall be paid for by Contractor.

§ **8.7.13 No Kickbacks.** Contractor warrants that it has not given any commissions, payments, gifts of substantial value, kickbacks, lavish or extensive entertainment, or other things of value to any employee, member of the employee's family, or agent of Owner or received any such item from any vendor, supplier, or contractor in connection with this Contract and acknowledges that the giving or receiving of any such payments, gifts, kickbacks, extensive entertainment, or other things of value is strictly in violation of Owner's policies and constitutes a material breach of this Agreement entitling Owner to terminate this and any other contracts between Owner (or any affiliate thereof) and Contractor (or any affiliate thereof). Contractor shall notify Owner of any such solicitation by any of Owner's employees, family members, or agents. Owner has the right to audit Contractor's records pertaining to compliance with this paragraph.

§ **8.7.14 Unsafe Materials.** In addition to the provisions of Sections 10.2 and 10.3 in the General Conditions, if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered but not created on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. The Owner, Contractor, and Architect shall then proceed in the same manner prescribed in Subsection 10.3.2 of the General Conditions. The Owner shall be responsible for obtaining the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless.

§ **8.7.15 Bankruptcy.** It is recognized that if Contractor is a debtor in bankruptcy, or makes a general assignment for the benefit of creditors, or if a receiver is appointed for the benefit of its creditors, or if a receiver is appointed to operate or liquidate Contractor on account of its insolvency, such could impair or frustrate Contractor's performance of this Agreement. Accordingly, it is agreed that upon the occurrence of any such event, Owner shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions hereof. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate this Agreement and to the accompanying rights set forth above. In all events pending receipt of adequate assurance of performance and actual performance in accordance therewith, Owner shall be entitled to proceed with the Work with its own forces or with other contractors on a time and material or other appropriate basis, the cost of which will be backcharged against the Contract Sum hereof.

§ **8.7.16 Contractor's Belief that Proposed Changes are Problematic.** If Contractor becomes aware of any proposed change that it believes will produce results inconsistent with the design or nature of the Work indicated by the Drawings and Specifications or cause mechanical or procedural problems with respect to the performance of the Work or delay the critical path schedule for the Work, Contractor shall promptly notify Owner and Architect.

§8.7.17 Contractor's Miscellaneous Obligations. Contractor shall:

(1) Use materials that are new, unless otherwise specified by the Contract Documents, and be:

a. Corresponding in quality to related materials in the absence of a complete specification.

b. Of good appearance were exposed to view.

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c. Plainly marked and delivered to the site in their original unopened containers when the nature of the materials is suitable for containers.

(2) Follow supplier's instructions consistent with the Contract Documents. If the instructions conflict with the Contract Documents, notify Owner and Architect and obtain written clarification before proceeding with the affected Work under A201 Section 3.12.11. Keep a copy of the manufacturer's instructions on the job and make available to Architect and Owner

(3) Report discovered errors or inconsistencies that are discovered before commencing Work to Architect and Owner. Errors or inconsistencies discovered after commencing Work shall be reported to Owner immediately upon discovery.

§ **8.7.18 Owner-Furnished Items.** Contractor shall purchase all materials, equipment and services required for the Work, except for those items designated by Owner as the responsibility of the Owner to furnish and/or install ("Owner-furnished Items").

Notwithstanding Contractor's coordination and cooperation responsibility, Contractor shalI not be liable for any defects in the work done by Owner's separate contractors, except to the extent that such work is damaged by Contractor or any subcontractor of Contractor. Contractor agrees to fully cooperate with Owner in order to efficiently incorporate the Owner-furnished Items into the Work. Owner shall require its separate contractors to cooperate and coordinate with Contractor. With respect to the Owner-furnished Items to be installed by Contractor. Contractor shall remain fully responsible for furnishing the necessary services and other items necessary to install and incorporate such Owner-furnished Items. Provided that Contractor installs such Owner-furnished Items in accordance with the instructions furnished by Owner with respect thereto and does not damage such Owner-furnished Items, Contractor shall have no warranty liability with respect to such Owner-furnished Items themselves, only with respect to the installation of such Owner-furnished Items.

Contractor will visually inspect any Owner-furnished Items to be installed by Contractor as part of the Work before incorporating such Owner-furnished Items into the Work and shall promptly inform Owner in writing of any apparent deficiencies such as visible damage, but excluding latent defects, observed by Contractor in such Owner- furnished Items or any other objections that Contractor has to using such Owner-furnished Items in connection with the Work. Notwithstanding anything contained in this Section 8.7.18 to the contrary, Contractor's failure to inform the Owner in writing of any such observed deficiencies or objections, when such deficiencies or objections become known shall constitute a waiver by Contractor of any claims or damages based on Owner having furnished the Owner-furnished Items instead of Contractor and Contractor, at no cost or expense to Owner, shall be responsible for causing such defective Owner-furnished Items to be replaced with non-defective Owner-furnished Items.

« »

§ 8.7.19 Contractor and its Subcontractors shall comply with Exhibit B, Hood County Jail Security and Access Requirements, including its requirements for personnel access and work affecting existing-jail operations. Contractor shall incorporate applicable obligations into its Subcontracts. Existing confidentiality duties under Section 2.6 remain in effect. Changes to Exhibit B after execution shall be administered under the change and Claim procedures of the Contract Documents.

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

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction
(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

.5 Drawings: See Exhibit C

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Number	Title	Date

.6 Specifications See Exhibit C

Section	Title	Date	Pages

.7 Addenda, if any: Only the Addenda identified by number and date in the following table are incorporated, subject to the exclusion of bidding-only provisions stated below.

Number	Date	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

.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.)

Exhibit A– Insurance and Bonds
Exhibit B – Hood County Jail Security and Access Requirements
Exhibit C – Drawing & Specification Log
Exhibit D – Project Schedule
Exhibit E – Contractor Key Personnel Schedule
Exhibit F – Prevailing Wage Schedule: U.S. Department of Labor General Decision TX20260153, Modification No. 1, published May 18, 2026, Building Construction, Hood County, Texas, supplied as a separate attachment.
RFP2026-08, Hood County Jail Addition CSP, dated October 2, 2026, including its General Terms, Conditions, and Requirements; Special Terms, Conditions, and Requirements; Invoices and Payments; and executed Hood County Signature Documents, is incorporated to the extent applicable to contract performance. Addenda are identified in §9.1.7. RFP attachment designations are separate from this Agreement's exhibit designations.

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
« »« »	« »« »
(Printed name and title)	*(Printed name and title)*

DRAFT

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EXHIBIT A

INSURANCE AND BONDS

I. Contractor's Insurance

A. Before commencing performance of any portion of the Work, Contractor shall obtain insurance coverages of the types described in this Section I with insurers licensed to do business in the State of Texas which are reasonably acceptable to Owner's Group (as defined in Paragraph B, below) and under forms of policies reasonably satisfactory to Owner's Group. Contractor shall continuously maintain such coverages in effect for the applicable periods required.

None of the requirements as to types, limits or Owner's Group's approval of insurance coverages to be maintained by Contractor is intended to and shall not in any manner limit, qualify or quantify the liabilities and obligations assumed by Contractor under the Contract Documents, or otherwise as provided by law.

If Contractor fails to obtain or maintain any insurance coverage required to be obtained and maintained by Contractor under the terms of this Section I, Owner may (but shall not be obligated to) purchase and maintain such insurance at Contractor's expense and in the name and for the account of Contractor, which expense Contractor shall reimburse to Owner no later than thirty (30) days after demand; provided that Owner's purchase and maintenance of such insurance shall not relieve or excuse Contractor from its obligation hereunder to obtain and maintain such insurance amounts and coverages, nor shall same in any way compromise or waive any right or remedy otherwise available to Owner at law or in equity. Contractor agrees that if Owner purchases such insurance, Contractor shall furnish upon demand all information that may be required in connection such insurance. Owner shall purchase such insurance at reasonable pricing given applicable market conditions at the time of purchase.

B. Also, before commencing performance of any portion of the Work, Contractor shall furnish to each entity in Owner's Group a certificate or certificates of insurance on an ACORD form, or equivalent form, reasonably acceptable to such entities executed in duplicate by the insurance representatives, and evidencing the insurance coverages required to be obtained by Contractor under this Section I. Such certificates of insurance shall specify the insured status of Contractor consistent with the requirements of this **Exhibit A.** Before exposure to loss, Contractor shall also furnish Owner copies of the required policies, including applicable conditions, definitions, exclusions and endorsements, and shall furnish subsequent endorsements amending coverage limits promptly after issuance. Existing policies and appropriate endorsements may satisfy these requirements if they provide all required coverage and limits.

The commercial general liability, automobile liability, excess liability and pollution insurance obtained by Contractor pursuant to this **Exhibit A** shall provide, by an appropriate endorsement or otherwise, that the following entities will be listed as certificate holders and named as additional insureds and/or loss payee, as applicable, subject to the policy terms and conditions: Owner, Hood County and any other lender identified by Owner (collectively referred to herein as the **"Owner's Group").**

C. Contractor shall procure and maintain the following insurance coverages: 1) worker's compensation and employer's liability insurance; 2) commercial general liability insurance; 3) automobile liability insurance; 4) excess liability insurance; 5) property insurance covering the personal property of Contractor; and 6) pollution insurance, all in accordance with this **Exhibit A.**

1. Worker's Compensation and Employer's Liability Insurance

Contractor and the subcontractors are to provide, and bid the Work on the Project as including, this insurance with statutory coverage as required in the State of Texas in connection with the performance of the Work (and including coverage under the U.S. Longshoremen's and Harborworker's Act if applicable). Contractor's insurance shall be primary and non-contributory and shall provide thirty (30) days advance written notice to Owner in the event of cancellation. The minimum limits required for Contractor's employer's liability insurance are to be as follows:

Bodily Injury by Accident $1,000,000 each accident
Bodily Injury by Disease $1,000,000 policy limit
Bodily Injury by Disease $1,000,000 each employee

2. Commercial General Liability Insurance

Such insurance shall be written on an occurrence basis, name each entity in the Owner's Group, the Architect and the Architect's consultants as additional insureds, and insure against liability for bodily injury or death and/or property damage occurring in connection with the Work, in an amount not less than $1,000,000 for Contractor, combined single limit per occurrence and $2,000,000 in the annual aggregate, and $2,000,000 completed operations, and shall be primary and non- contributory and shall provide thirty (30) days advance written notice to Owner in the event of cancellation. Such insurance shall be written on an occurrence basis and Insurance Services Office (ISO) general liability form CG 00 01 0413 or equivalent and name each entity in the Owner's Group, the Architect and the Architect's consultants as additional insureds using ISO Forms CG2010 1001 and CG2037 I 001 or equivalent.

Such insurance shall cover all services provided by the Contractor and include the following specific coverages:

(a) premises and operations coverage with explosion, collapse and underground exclusions deleted;
(b) products and completed operations coverage, renewed annually, for a minimum of six (6) years after Substantial Completion of the Work;
(c) blanket contractual coverage, including written contracts, subject to the policy terms and conditions;
(d) personal injury coverage;
(e) broad form property damage coverage, including completed operations;
(f) named insured cross liability and severability of interest; and
(g) limits of liability per Project.

3. Automobile Liability Insurance

Such insurance shall cover all owned, leased, non-owned and hired or borrowed vehicles used by Contractor and its employees or agents in connection with the performance of the Work, and insure against liability for bodily injury and death and/or property damage in an amount not less than $1,000,000 combined single limit per occurrence and in the aggregate, and, shall be primary and non-contributory and shall provide thirty (30) days advance written notice to Owner in the event of cancellation.

4. Excess Liability Insurance

Such excess or umbrella liability insurance shall be written on an occurrence basis, in an amount not less than $25,000,000 per occurrence and in the aggregate for bodily injury, death, property damage or employer's liability. Such policy shall be written on an excess basis above the coverages required under this Subsection I.C., and, shall be primary and non-contributory and shall provide thirty (30) days advance written notice to Owner in the event of cancellation. Contractor shall renew such coverage on an annual basis for a period of three (3) years following Substantial Completion of the Work. Owner's Group shall be named as an additional insured.

5. Insurance for Contractor's Personal Property

Contractor's equipment policy will insure Contractor's equipment and personal property that is not covered by the Builder's All Risk policy described below.

The automobile liability and personal property insurance shall be primary and non-contributory with Owner's Group's policies, subject to the policy terms and conditions and further subject to the extent of the indemnity requirements in the Contract Documents.

Contractor shall require each of its subcontractors and sub-subcontractors to maintain insurance coverage similar to that required in this Section I with reasonable limits, but not less than the following:

(a) commercial general liability insurance with minimum limits of $1,000,000 per occurrence, $2,000,000 general aggregate and $2,000,000 products and completed operations coverage for a period of three (3) years following Substantial Completion of the Work;
(b) automobile liability insurance with minimum limits of $1,000,000;
(c) workers' compensation insurance with statutory coverage in the State of Texas and employer's liability coverage with minimum limits of:

Bodily Injury by Accident	$500,000 each accident
Bodily Injury by Disease	$500,000 policy limit
Bodily Injury by Disease	$500,000 each employee

6. Pollution Insurance

Contractor shall obtain pollution liability insurance, including coverage for mold, for the Project. The coverage shall be not less than $5,000,000 per occurrence, $5,000,000 products-completed operations and $5,000,000 general aggregate with a deductible of $100,000. The coverage provided shall be on an occurrence basis unless approved by Owner in writing.

In the event any claim, damage, loss, suit, judgment or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, caused by or contributed to in part by the negligent acts or omissions by Contractor, its subcontractor or a sub-subcontractor or by anyone for whose acts they may be liable, then any such claim damage, loss or expense not covered by the pollution policy shall be responsibility of Contractor, its subcontractor, and any sub-subcontractor and shall not be a Cost of the Work.

Contractor shall, with diligence and dispatch, do everything reasonably practical to minimize any loss.

Contractor shall continuously maintain in force during the course of performance of the Work, and cause the subcontractors to maintain, all of the required insurance coverages until Substantial Completion of the Work, and beyond Substantial Completion as expressly provided in this **Exhibit A** or in the Contract Documents.

Contractor shall pay any deductible, loss sensitive adjustment or self-insurance costs associated with the insurance described in this Section I. Such costs, if any, shall not be a Cost of the Work. Owner's Group shall be named as an additional insured, the policy shall contain no exclusion or limitation for legionella or mold and there shall be coverage for owned and non-owned disposal sites and transportation coverage for loading and unloading. The policy shall be maintained during the term of the Contract Documents and for a period of six (6) years after substantial completion of the Project. Contractor's coverage shall be primary and non-contributory to Owner's Group and shall contain a thirty (30) day advance written notice to the Owner in the event of cancellation.

7. Subcontractor's Insurance

Contractor shall require each of its Subcontractors and sub-subcontractors to maintain the applicable coverages and minimum limits specified for them in this Section I.C, including the $500,000 employer’s liability minimums stated above.

8. Professional Liability Insurance

Contractor shall obtain and keep in force, at its sole cost and expense a professional liability insurance policy written on a claims made basis, by an insurance company authorized and qualified to do business in the state where the project is located and approved by the Owner with minimum limits of $5,000,000 per claim and $5,000,000 aggregate. The retroactive date, if any, shall be no later than the commencement date of this agreement. Such insurance shall cover damage by reason of any acts, errors, or omissions committed or alleged to have been committed by the Contractor, or any acts Contractor is liable. Contractor shall keep the policy in full force and effect for a period of (6) years following substantial completion of the Project. Such insurance initially shall have deductible or self-insured retention not in excess of $100,000, provided that renewals may provide for a higher deductible if commercially reasonable and shall be primary and non-contributory and shall provide thirty (30) days advance written notice to Owner in the event of cancellation.

II. Owner's Insurance and Project Builder's Risk Insurance

A. Commercial General Liability Insurance

Since Owner will be named as an additional insured under Contractor's underlying and excess liability insurance, Owner may, but has no obligation to, obtain commercial general liability insurance. If Owner decides to obtain commercial general liability insurance, it will do so in such amounts as it determines is reasonable in its sole discretion.

B. Builder's All Risk Insurance

The Contractor shall obtain, at his expense, on an All-Risk of physical loss basis, Builder's Risk Insurance coverage, including workmanship, acceptable to the Owner, in the amount of insurance equal at all times to 100% of the insurable value of materials delivered and labor performed. The policy so issued in the name of the Contractor shall also name his Subcontractors and the Owner as additional insured, as their respective interests may appear. The policy shall have an endorsement as follows: "This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises."
The Builder's Risk policy shall be effective before commencement of any Work, including demolition or renovation, and shall remain in effect through Final Completion and Owner's acceptance of the Work unless Owner approves in writing an earlier transition to permanent property insurance without a gap in required coverage. The policy shall be endorsed to include existing building structures affected by the renovation Work, including the existing jail, on a full replacement cost basis. The minimum amount stated above for materials delivered and labor performed shall not limit the required existing-structure coverage. Contractor shall disclose the existing-building values and occupied-jail operations to its insurer and obtain the endorsements needed for the Work and any partial occupancy or use.
Coverage shall include Owner's soft costs, loss of income and extra expenses as otherwise required by this Exhibit, which costs shall be claimed by Owner in the event of a covered loss. Replacement-cost limits, earthquake and flood sublimits, and notice provisions shall be subject to Owner's reasonable approval. Sub-subcontractors and other entities within Owner's Group with an insurable interest shall also be included as insureds as their respective interests may appear. Contractor shall pay all Builder's Risk deductibles and self-insured retentions without an increase in the Contract Sum.

In the event any claim, damage, loss, suit, judgment or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, caused by or contributed to in part by the negligent acts or omissions of the Contractor, its subcontractor or a sub-subcontractor or by anyone for whose acts they may be liable, then any such claim, damage, loss or expense not covered by the Builder's Risk policy shall be the responsibility of Contractor, its subcontractor and any sub-subcontractor, and shall not be a Cost of the Work. In addition:

1. Except to the extent of Contactor's or a subcontractor's negligence, Owner and Contractor shall waive all rights against each other and their respective subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by the property insurance obtained by either or any of them or any other property insurance applicable to the Work.

2. Contractor shall, with diligence and dispatch, do everything reasonably practical to minimize the property loss and, at the further direction of Owner, Contractor shall rebuild and restore the damaged premises.

3. If Owner elects to rebuild or restore the damaged premises, then the proceeds of the Builder's All Risk policy shall be made available to Contractor to repair and restore the Work. If such proceeds are insufficient to prosecute such repair or restoration then, if Owner determines to complete such work, Owner shall provide any necessary additional funds as a Change Order to the Construction Contract; provided, however, Contractor, its subcontractor and/or sub-subcontractor shall pay the loss, including but not limited to any expenses to repair or restore the Work, resulting from the negligence, or other action or inaction of Contractor, its subcontractor and/or sub-subcontractor which either causes or fails to prevent property damage, and which loss or expense is not covered by insurance. Adjustment, settlement and distribution of insurance proceeds shall be administered under A201 Section 11.5, subject to the express cost responsibilities stated in this Exhibit. Owner's obligation to provide additional funds does not include builder's risk deductibles or self-insured retentions assigned to Contractor under Section III.B.

Before commencement of the Work or exposure to loss, Contractor shall provide Owner with the Builder's Risk policy, certificates and all applicable endorsements evidencing the required coverage, including existing structures and the noncontributing-insurance endorsement. Contractor shall furnish subsequent endorsements changing the coverage or

limits promptly upon issuance. Owner's review does not relieve Contractor of the obligation to maintain the required insurance.

III. General Provisions

A Except as otherwise specifically stated in this Exhibit A, each policy of insurance required to be acquired and maintained under Section I, including that of subcontractors and sub-subcontractors, shall contain an appropriate waiver of subrogation endorsement in favor of Owner's Group and their respective directors, officers, employees, partners, members, parents and subsidiaries.

B. **Contractor shall be responsible for all deductibles and self-insured retentions associated with Builder's Risk insurance required under Section II.B. Contractor shall also be responsible for all deductibles and self-insured retentions associated with Contractor's pollution insurance required under Section I.C.6. These amounts shall not be charged to Owner or added to the Contract Sum.**

C**.** To the extent permitted by applicable requirements of Law and without affecting the coverage by insurance required to be maintained under this **Exhibit A** and except as otherwise expressly provided in this **Exhibit A** or in the Contract Documents, Contractor and Owner, each waive any right to recover against the other for:

damages for injury or death to persons, (ii) damage to property, (iii) damage to the Project or any part thereof and (iv) claims arising by reason of any of the foregoing, to the extent that such damages and/or claims are covered (and only to the extent of such coverage) by insurance actually carried by either Contractor or Owner. This provision is intended to restrict each party (as permitted by applicable Requirements of Law), to recovery against insurance carriers to the extent of such coverage and waive (to the extent of such coverage), and for the benefit of each, except as provided above, rights and/or claims which might give rise to a right of subrogation in any insurance carrier.

The provisions of this Exhibit A are not intended to limit the claims of Contractor or Owner to the face amount or coverage of the insurance policies herein provided for, or to evidence the waiver by either party of any claim for damages in excess of the face amount of the coverage of any of such insurance policies, or any claim for damages not covered by any of such insurance policies.

D. All terms which are defined in the Construction Contract shall have the same respective meanings in this Exhibit A. Each renewal year, Contractor shall use the rating format described below to determine the casualty insurance premiums to be charged against the job as a Cost of the Work. Contractor shall calculate such cost of casualty insurance premiums directly attributable to the Construction Contract in the following manner:

The general and excess liability premium is a fixed rate as provided in the Agreement.

E. All carriers providing coverage hereunder must have an AM Best Rating or A- VIII or better.

IV. Payment and Performance Bonds

A. Contractor shall furnish a performance bond and a payment bond, each in an amount equal to one hundred percent (100%) of the Contract Sum, compliant with Texas Government Code Chapter 2253 and issued by a surety authorized to issue the bonds in Texas and acceptable to Owner. The bond forms shall comply with applicable law and the forms required by the RFP.

B. Contractor shall furnish and file the bonds with Owner with delivery of the executed Agreement, within ten (10) calendar days after award, and before commencement of the Work, consistent with A101 Section 8.5.2 and the RFP bond provisions. Contractor shall provide evidence of the surety's authority and maintain and adjust the bonds as required by applicable law and the Contract Documents.