

**TOMBALL INDEPENDENT SCHOOL DISTRICT
RFP-CSP #1004-26 – TOMBALL CREEKSIDE PARK JH AND TOMBALL MEMORIAL HS
ATHLETIC IMPROVEMENTS**

**ISSUED: September 8, 2026
REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR
TOMBALL CREEKSIDE PARK JH AND TOMBALL MEMORIAL HS ATHLETIC
IMPROVEMENTS**

Addendum No. 01

September 15, 2026

Questions and Clarifications to the RFP Document:

1. *Question:* Addressing conflicts in dates.
Response: See attached pages 5 and 6 of the RFP for revised Schedule of Events.
2. *Question:* Addressing conflicts of what is to be clearly printed on the face of the package and delivered to.
Response: All responses are to have the following clearly printed on the face of the package:

**Attention: Zachary Boles, CFO
Tomball ISD Ancillary Services Building
RFP-CSP #1004-26
Tomball Creekside Park JH and Tomball Memorial HS Athletic Improvements
1110 Baker Dr.
Tomball, TX 77375**

3. *Question:* Addressing conflicts in Exhibit V – AIA Document A101-2017, and Exhibits
Response: See attached AIA Document A101-2017 with revisions.

Questions and Clarifications to the Drawings:

1. *Question:* None at this time.
Response:

Questions and Clarifications to the Specifications:

1. *Question:* None at this time.
Response:

End of Addendum

III. PROBABLE SCHEDULE OF EVENTS

- Tuesday, September 08, 2026 - Release Request for Proposals.
- Friday, September 11, 2026 - and Friday, September 18, 2026 – Advertisement Dates.
- Thursday, September 24, 2026 @ 10:00 a.m. local time –Pre-Proposal Conference. The Pre-Proposal meeting agenda will include review of topics that may affect proper preparation and submittal of proposals. Attendance at the pre-proposal meeting is not mandatory, but all proposers are highly encouraged to attend. Immediately following the Pre-Proposal Conference there will be a site visit to each campus.

Location of Pre-Proposal Conference:
Tomball Ancillary Services Building
1110 Baker Dr.
Tomball, TX 77375

- Tuesday, October 6, 2026 @ 2:00 p.m. local time – Deadline for written requests for clarifications to the RFP or Construction Documents.
- Friday, October 9, 2026 @ 2:00 p.m. local time – Completed Microsoft Excel file in response to part VII.D.2 and VII.D.3 due. Email reference checks will be sent on this day.
- Monday, October 12, 2026 @ 2:00 p.m. local time – Final Addendum will be issued at this time.
- Thursday, October 15, 2026 – Sealed Proposals due. Proposals received after the time and date set for the opening of proposals will not be accepted and will be returned unopened.
 - Part 1 Responses are due by Thursday, October 15, 2026 at 2 pm local time
 - Part 2 Responses are due by Thursday, October 15, 2026 at 3 pm local time

Any Proposal received after such time will not be considered and will be returned unopened. Unsigned Proposals and/or Proposals received via Facsimile or Email will not be considered. Part 1 will be held unopened, and the names of Respondents withheld, by the Owner until the receipt of Part 2 responses. When Part 1 and Part 2 are received, pursuant to the provisions of the Texas Government Code §2269.151, the Owner's staff will publicly open and read aloud the names of the respondents and monetary offer stated in the Proposals Part 1 and the Alternates stated in Part 2. Within Forty-five (45) days following the date of the opening, the proposals will be evaluated and ranked in relation to the selection criteria set forth herein. Award will be made utilizing the Evaluation Criteria as required by Texas Government Code §2269.154 and as stated herein. Respondents must provide all requested information; and failure to comply with any portion of the solicitation will be reflected in the evaluation process. Proposals that have been opened may not be changed for the purpose of correcting an error in the price. Other than price, a proposer may have the right to change any other error or mistake in the proposal as may be permitted by applicable law and subject to the approval of the Owner, unless such change would be in contravention of statutory or

common law requirements or unless such change would give an unfair advantage to the proposer making such change.

- Friday, October 16, 2026 thru Tuesday, October 20, 2026 – Evaluation of Respondent Submittals to determine the highest ranked Respondent and determine the recommendation.
- Monday, October 19, 2026 thru Tuesday, November 10, 2026 – Anticipated recommendation to the Board of Trustees for Award of Contract, and authorization of Superintendent or designee to enter into negotiations with the highest ranked Respondent

IV. SUBMISSION FORMAT & CONTENT REQUIREMENTS

A. The contents of the Respondent Proposal must be complete in description, concise in volume, and austere in form.

B. The Proposal should be in the format of a written report and should be prepared on 8-1/2" x 11" sheets (single-sided) unless noted below and bound with coil or three ring binding.

1. Part 1

a) One (1) original containing an executed version of the following

- (1) VII.A Letter of Interest
- (2) VII.B Executive Summary
- (3) VII.C Submission Questionnaire
- (4) VII.D Respondent Project Experience
- (5) VII.E Personnel
- (6) VII.F Additional Information
- (7) VII.G Optional Information
- (8) VII.H Financial Information
- (9) EXHIBIT A –PROPOSAL FORM
- (10) EXHIBIT B – BID BOND
- (11) EXHIBIT C - FELONY CONVICTION NOTIFICATION
- (12) EXHIBIT D - ACKNOWLEDGMENT FORM - NON-COLLUSION STATEMENT
- (13) EXHIBIT E – PROOF OF INSURABILITY
- (14) EXHIBIT F – PROOF OF BONDING CAPACITY
- (15) EXHIBIT G - SIGNATURE PAGE AND DECLARATION OF COMPLIANCE
- (16) EXHIBIT H - DEVIATION AND EXCEPTIONS FORM
- (17) EXHIBIT I – CERTIFICATE OF RESIDENCY
- (18) EXHIBIT J - VENDOR STATEMENT OF DEBARMENT/SUSPENSION

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 « XXth » day of « Month » in the year « Year »
(In words, indicate day, month and year.)

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

«Tomball Independent School District »« »
«310 S. Cherry Street »
«Tomball, Texas 77375 »
« »

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

«XXXX.»« »
«XXXX »
«XXXXX »

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

«Tomball ISD »
«Tomball Creekside Park JH and Tomball Memorial HS Athletic Improvements »
«Creekside Park Junior High School
8711 Creekside Green Dr.
The Woodlands, Texas 77375»

Tomball Memorial High School
19100 Northpointe Ridge Ln.
Tomball, TX 77377

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

« VLK Architects »« »
«20445 State Highway 249, Suite 350 »
« Houston, Texas 77070 »
« »

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™-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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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and written Modifications signed by both parties that are 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. As used in the Contract Documents, the terms “AIA Document A201– 2017”, “General Conditions”, “General Conditions of the Contract for Construction” or “A201-2017” shall refer to the General Conditions document that pertains to the Project, as modified or amended by the Owner for the project. 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.

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.)

Established as follows:

« The date of commencement shall be the latter of either day that the Contractor receives a Notice to Proceed from the Owner or the first business day following the receipt of the Building Permit for those portions of the project that require a Building Permit. The Notice to Proceed shall not be issued until the Agreement has been signed by the Contractor and the Owner. »

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.

§ 3.3 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.)

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

[«X»] By the following date: «July 30, 2027»

§ 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 «XXXXX» (\$ «XXXXX»), 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.)

Item	Price
«Owner's Contingency »	

§ 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)
«N/A »		

§ 4.5 Liquidated damages, if any:

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

« For Liquidated Damages, refer to AIA Document A201-2017, as modified by the Owner for the project. »

§ 4.6 Other:

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

« »

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:

« For Applications for Payment and Progress Payments, refer to AIA Document A201-2017, as modified by the Owner for the project. »

§ 5.1.3 Intentionally Deleted.

§ 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. Refer to Article 9 Payments and Completion in AIA Document A201-2017, as modified for the Owner for the project, for more information

§ 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™, as modified by the Owner for the project, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be provided using the AIA G702 and G703 format and 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 per the conditions noted in AIA Document A201-2017 Section 9; 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, as modified by the Owner for the project;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017 as modified by the Owner for the project; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 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 due Contractor at any time.
- .2 If Contractor fails or refuses to complete the Work, or has unsettled claims with Owner, any final payment to Contractor shall be subject to deduction for such amounts as the Architect and Owner, if

applicable, shall determine as the cost for completing incomplete Work and the value of unsettled claims.

§ 5.1.6.4 The Application for Payment shall include all attachments and checklists, as identified in Section 9.3 of AIA Document A201-2017, as modified by the Owner for this project.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

«Five percent (5%) »

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« »

§ 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.)

« No reduction of retainage shall occur until Final Completion and final payment. »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial 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. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

« As identified in AIA Document A201-2017, as modified by the Owner for this project.»

§ 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, as modified by the Owner for the Project.

§ 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. If the Contractor wishes to bill for materials or equipment which cannot be stored on site, the Contractor shall, along with the request for approval, provide evidence of purchase, evidence of delivery in good order without damage, and a certificate of insurance specifically covering the material identified by way of serial numbers, bill of lading, and copy of signature of receipt of materials and photography showing material. The Contractor shall also require, at the Owner's request, proof that the facility at which the materials or equipment is stored is bonded. Security and protection from theft and damage remains on the Contractor as the first line of accountability and financial responsibility. Delays due to issues arising from stored materials shall not be considered as reasonable justification to release the Contractor from meeting the schedule unless the Owner agrees to such delay in writing in advance of any delay.

§ 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 including final submission of all close-out documents including as-built documents as provided in AIA Document A201–2017, as modified by the Owner for the project, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 Contractor has submitted a final Application for Payment
- .3 a final Certificate for Payment has been issued by the Architect, and
- .4 the waiver forms for final payment are included with the application.

.5 Other requirements per AIA Document A201-2017, as modified by the Owner for this project.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than thirty (30) days after the issuance of the Architect's final Certificate for Payment, except as otherwise provided in the Contract Documents.

« Refer to AIA Document A201-2017, as modified by the Owner for this project. »

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

« As set forth in Chapter 2251 of the Texas Government Code »

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, as modified by the Owner for the project, 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 or dispute between the parties, 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

[☒] Litigation in a court of competent jurisdiction

[☐] Other – Voluntary Mediation per Section 15.3 of AIA Document A201-2017, as modified by the Owner for this project. If not resolved by mediation as set forth in Section 15.3, it shall be resolved by litigation in a court of competent jurisdiction per AIA Document A201-2017, as modified by the Owner. « »

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, as amended by the Owner for the Project.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, as amended by the Owner for the project, 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.)

«As described in AIA Document A201-2017, as amended by the Owner for the project. »

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

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 Designated representative:

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

The Owner’s Board of Trustees, by majority vote at a duly noticed and lawfully called public meeting, is the only representative of Owner, a Texas independent school district organized under the laws of the State of Texas, having the power to enter into a contract, to execute a change order requiring an increase in the Contract Sum, or to agree to an extension to the contractual completion date, unless this authority is lawfully delegated. The Board may designate in writing an authorized representative (or representatives), as appropriate, to act on its behalf during the course of construction. Such authorized representative shall have authority to act on behalf of the Owner concerning decisions that do not require a majority vote of the Board of Trustees and shall have the authority to bind the Owner only to the extent expressly authorized or delegated by the Board of Trustees. The authorized representative shall have no implied authority. Such authorized representative shall also bring recommendations to the Board of Trustees on any matter requiring Board approval. In the event that changes in the scope of the Work are required before the Board’s next regularly scheduled meeting or in order to facilitate and expedite the timely completion of the Work, the Board’s authorized representative shall act within the extent expressly authorized or delegated by the Board of Trustees. Any such change shall be confirmed in writing between the Contractor and the Board’s authorized representative and notice of such approved changes shall be given to the Board at its next regularly scheduled meeting. The Board shall act as soon as reasonably possible to avoid unnecessary delays in the construction completion date. Except as expressly authorized by the Owner or the Contract Documents, the Architect does not have the authority to bind the Owner. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 8.3 The Owner’s authorized representative:

Mitchell Lee »
Executive Director of Facilities & Maintenance »
310 S. Cherry St
Tomball, Texas 77375

§ 8.3 The Contractor’s representative:

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

XXXX»
XXXXXX »
XXXXXX »
XXXXXX

§ 8.4 The Contractor’s representative shall not 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, AIA Document A201 Article 11, as amended by the Owner for this project, 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.)

« Use of AIA Document E203-2013 is not required.»

§ 8.7 Other provisions:

« »

§ 8.7.1 The subject of this Contract is a public school facility which is governed by School Facilities Standards promulgated by the State Board of Education and said project must be constructed in compliance with these Standards. Upon request, Owner, its authorized agent, its Architect, and/or its Engineer shall make available information related to the School Facilities Standards necessary for compliance with said Standards.

§ 8.7.2 The Owner is an organization exempt from Texas taxes. Owner shall not be responsible for sales, consumer, use, and similar taxes on labor, materials, equipment, systems, and other items purchased for the project which Owner would ordinarily be exempt.

§ 8.7.3 All provisions in the Contract Documents that mandate arbitration are expressly deleted and rendered null and void.

§ 8.7.4 Subcontracts, purchase orders and rental agreements entered into by the Contractor shall contain provisions permitting assignment to the Owner upon default by Contractor under the Contract Documents. If the Owner accepts such assignment, the Owner shall be responsible for the payment of amounts which would have been reimbursable to Contractor under this Agreement and for which payment has not already been made to the Contractor. Contractor shall be responsible for the payment of any other amounts payable under the Contract. If the Owner elects not to accept the assignment of any subcontract, purchase order or rental agreement which would have constituted a Cost of the Work had this agreement not been terminated, the Contractor shall terminate such subcontract, purchase order or rental agreement.

§ 8.7.5 Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, the term “including” is not limiting and the terms “hereof,” “herein,” “hereunder” and similar terms in the Contract Documents refer to the Contract Documents as a whole and not to any particular provision thereof, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any part hereto regardless of who is responsible for its preparation.

§ 8.7.6 In the event of any suit or action arising out of or in connection with any of the Contract Documents, the prevailing party in such proceedings shall be entitled to recover reasonable attorney fees and court costs.

§ 8.7.7 **Notice.** All notices required to be given under the Contract must be in writing. Any notice required or permitted to be given under the Contract shall be deemed delivered, whether or not actually received, three days after it is deposited in the U.S. Mail, when sent by certified mail, return receipt requested, postage prepaid, and correctly addressed to the party at the address provided in this Agreement. Notice given in any other manner shall be deemed delivered when actually received. Either party may change its address for notice by giving notice of the change of address in accordance with this provision. The Architect must be copied on notices sent to the Owner.

§ 8.7.8 **Certificate of Occupancy.** Any provision in the Contract Documents to the contrary notwithstanding, if any of the facilities to be constructed or modified under this Agreement or the Contract require the issuance of a Certificate of Occupancy or other regulatory approval, then Substantial Completion of any such facilities shall not be deemed to have been attained for those facilities prior to the date on which an unconditional Certificate of Occupancy or other regulatory approval is obtained.

§ 8.7.9 Safe Access. If the building will be used or occupied by the Owner or members of the public during the course of construction, the Contractor shall be responsible for maintaining safe routes of travel from sidewalks and parking areas to the building and shall reroute access as necessary to maintain safe access during construction at no additional cost beyond the agreed contract amount.

§ 8.7.10 By signing this Agreement or providing or causing to be provided a certificate of coverage, the Contractor is certifying to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project. Contractor is also representing that it will require all subcontractors to provide workers' compensation coverage on all employees who will provide services on the Project for the duration of the Project and to provide written certifications of such coverage to the Contractor. The Contractor will provide the certifications to Owner. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

§ 8.7.11 The Contractor shall, as a condition precedent to allowing any subcontractor to proceed with any work on the Project, either require that the subcontractor provide proof of the existence of workers' compensation coverage for its employees, or, at the Contractor's sole discretion, provide for coverage of the subcontractor's employees under the Contractor's workers' compensation insurance coverage. The Contractor shall maintain records of all required certificates of insurance provided by the subcontractors and shall forward copies to the Owner and the Architect.

§ 8.7.12 Warranty. The Contractor shall be responsible for the coordination of warranty work, if any, during the first year after Substantial Completion of the Entire Work.

§ 8.7.13 No provision of this Agreement shall waive any immunity or defense. No provision of this Agreement is a waiver of any immunity or a consent to suit.

§ 8.6.14 The Owner's competitive procurement solicitation documents/packet and the response of the Contractor to same are incorporated herein by reference as if copied verbatim. The Contractor agrees to comply with all requirements incorporated or included in the competitive procurement solicitation documents/packet by the Owner.

§ 8.7.15 The Contractor shall record the progress of the Project. On a monthly basis, or as otherwise agreed to by the Owner, the Contractor shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Contractor shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress and accomplished, Subcontractors working on the site, number of workers on site per trade, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner. The log shall be available to the Owner and Architect at any time during work hours and shall be presented for discussion at the project progress meetings.

§ 8.8 Governing Law and Venue

§ 8.8.1 Section 13.1 of the General Conditions document pertaining to the Project, as modified by the Owner, shall apply to the Agreement, the Contract, and the Contract documents in all respects. No provision of this Agreement is a waiver of any immunity, defense, or a consent to suit.

§ 8.8.2 Venue

To the maximum extent permitted by applicable law, the parties expressly agree that the exclusive venue and place of trial for any action brought under or in connection with or in any way related to the Work, the Project, the Agreement, the Contract, or any of the Contract Documents shall be in the state district courts of Harris County, Texas, and the parties hereby waive any and all objections to the agreed-upon venue as stated herein. The Contract, including but not limited to the Agreement and all other Contract Documents, is performable entirely in Harris County, Texas.

§ 8.9 Severability

If any provision or part of the Contract Documents is held to be illegal, invalid, or unenforceable under any present or future law or regulation, such provision shall be fully severable and the Contract Documents shall be construed

and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Contract Documents. The remaining provisions of the Contract Documents shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance.

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, as modified by the Owner for the project
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

« Use of AIA Document E203-2013 is not required. »

- .5 Drawings

Number	Title	Date
« 1 »		

- .6 Specifications

Section	Title	Date	Pages
« »			

- .7 Addenda, if any:

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.)

« Use of AIA Document E204-2017 is not required. »

[« »] The Sustainability Plan:

Title	Date	Pages
« »		

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
« »			

- .9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or

proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« »

- .1 Owner's competitive procurement solicitation documents and Contractor's responses and proposals to same.
- .2 The Project Manual for the Project, including all sections to same, whether issued or created prior to or after the execution of this Agreement.
- .3 Statutory Payment and Performance Bonds.
- .4 Certificates of Insurance required of the Contractor.
- .5 All documents listed or described in Section 1.1.1 of AIA Document A201-2017, as amended by the Owner.
- .6 Scale/Schedule of Prevailing Wages (attached as Exhibit "1" to the AIA Document A201-2017, General Conditions of the Contract for Construction, as modified by the Owner for the project) and incorporated herein as if fully set forth.
- .7 Any modifications to this Agreement or to the Contract or any Contract Documents approved by the Parties.
- .8 Any documents stated in this Agreement as being a part of or incorporated into this Agreement or the Contract
- .9 Project Management Software (attached as Exhibit "C" to the AIA Document A201-2017, General Conditions of the Contract for Construction, as modified by the Owner for the project) and incorporated herein as if fully set forth.

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

« »

OWNER (Signature)

« » « »

(Printed name and title)

(Date)

« »

CONTRACTOR (Signature)

«Name »

« Title »

(Printed name and title)

(Date)