

MINUTES OF THE REGULAR MEETING OF
THE BOARD OF COMMISSIONERS OF
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

A regular meeting of the Board of Commissioners of the Jefferson County Emergency Services District No. 4 (“District”) was called for at 5:30 p.m. on May 18, 2026, at the Labelle fire station, located at 12880 FM 365, Beaumont, Texas 77705, pursuant to notice duly posted according to law.

At approximately 5:35 p.m., the regular meeting was called to order. The roll was called of the duly constituted officers and members of the Board, to wit:

Jeff Roebuck	President
Charlie Reneau	Vice President
Davilyn Walston	Secretary
Sandra Melton	Treasurer
Robert Bordes	Assistant Treasurer

All of said Board members were present, thus constituting a quorum. Also present were: David Stacey, District Fire Chief; Cristy Draper, District Administrative Assistant; Mary Ellen Robertson, the District’s accountant; Joshua Heinz of Benckenstein & Oxford, LLP, attorneys for the District; and, the individuals listed on the attendance log attached hereto as **Exhibit A**.

Upon establishing that a quorum was present, President Roebuck asked for public comment as set forth in Agenda Item No. 3, and being as there was none, the Board moved along to Agenda Item No. 4, at which time Chief Stacey reviewed his monthly written Chief’s Report, a copy of which is attached hereto as **Exhibit B**.

President Roebuck then directed the Board’s attention to Agenda Item No. 5 for review of the Minutes of the April 20, 2026 regular meeting. Upon motion by Vice

President Reneau which were seconded by Treasurer Melton, the proposed minutes were unanimously approved by the Board.

Next, the Board was directed to Agenda Item No. 6 for review of the Treasurer's Report, a copy of which is attached hereto as **Exhibit C**. Treasurer Melton reviewed with the Board her monthly report, which reflects the following balances in the District's accounts: Texas First Bank checking (9417) - \$102,963.07 as of April 30, 2026, and \$218,203.63 as of May 18, 2026; and, TexSTAR general fund investment (1110) - \$3,865,783.63 as of April 30, 2026 and May 18, 2026. The District's total funds on deposit as of May 18, 2026 was \$4,083,987.26. Ms. Robertson then reviewed with the Board the District's monthly financial Statement of Activities, a copy of which is attached hereto as **Exhibit D**. Upon recommendation by Chief Stacey, Treasurer Melton made a motion to transfer \$75,000.00 from the District's Texas First Bank checking account (9417) to the TexSTAR General Fund account (1110), which was seconded by Assistant Treasurer Bordes and unanimously approved by the Board.


Being as there were no matters needing to be addressed under Agenda Item No. 7, the Board moved along to Agenda Item No. 8, at which time Treasurer Melton and Chief Stacey reviewed with the Board the District's various monthly expenditures, as shown on the Check List and Bank Account Registers attached hereto as **Exhibit E**. Upon motion by Vice President Reneau and seconded by Treasurer Melton, the Board unanimously approved and authorized payment of the District's bills and expenditures (Check Nos. 5673-5674 and 5760-5789, plus the Spectrum Business, Visa, Entergy, Verizon Wireless, T-Mobile, Enterprise Guardian, and other auto-debit payments).

President Roebuck then directed the Board to Agenda Item No. 9, at which time Chief Stacey reviewed with the Board the Emergency Temporary Road Use Lease Agreement with Troy Clubb (landowner), a copy of which is attached hereto as **Exhibit F**, pursuant to which the District use Mr. Clubb's private road when responding to emergency calls during the time period that the IH-10/Hwy 365 bridge is out of service. Upon motion by Vice President Reneau and seconded by Secretary Walston, the Board unanimously approved and ratified the Emergency Temporary Road Use Lease Agreement.

The Board then moved along to Agenda Item No. 10, at which time the Board reviewed and discussed the proposed Agreement Between Owner (JCESD No. 4) and Design-Builder (SLI Design, Inc.) for the new Fannett fire station design-build project, a copy of which is attached hereto as **Exhibit G**. President Roebuck and Mr. Heinz advised that they have each reviewed the agreement, and the only edit they had was changing the venue provision from Montgomery Co. to Jefferson Co. Upon motion by Treasurer Melton and seconded by Vice President Reneau, the Board unanimously approved Agreement Between Owner and Design-Builder.

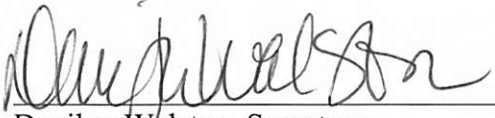
Then, under Agenda Item No. 11, Chief Stacey advised that the County Elections Divisions has requested to use the Labelle Station as a polling location for the May 26, 2026 joint primary runoff election. Upon motion by Vice President Reneau and seconded by Assistant Treasurer Bordes, the Board unanimously approved and authorized use of the Labelle Station as a polling location for the May 26, 2026 joint primary runoff election.

Being as there were no matters to come before the Board under Agenda Item Nos. 12 and 13, the regular meeting was adjourned at approximately 6:30 p.m.



Jeff Roebuck, President
Charlie Reneau, Vice President
Date: 6/15/2026

ATTEST:



Davilyn Walston, Secretary
Date: 6/15/2026

Exhibit A



JEFFERSON COUNTY ESD No. 4

Board Meeting

May 18, 2026

SIGN-IN SHEET

1. Randy Lyday 4110

2. Casey Gardner 402

3. Stacy

4. Don Summers 410

5.

6.

7.

8.

9.

10.

Exhibit B

FIRE CHIEF'S REPORT

Board Meeting on May 18, 2026

		INSERVICE	OUT OF SERVICE	
LABELLE				
	E41	x		
	T41	x		
	B41	X		
	U4	X		Batteries Replaced, and Hood struts. 4/27
	F550	x		
	U43	x		
	BB40	x		
FANNETT				
	E42	X		Back from service and repairs in Houston April 24. Thermostat replaced due to overheating 4/25
	T42	X		
	B44	x		Two rear drivers side tires replaced. AC repaired.
	M4	X		
	U41	X		Misfire repaired 5/13/26
CHEEK				
	E43	x		
	T43	x		Portable tank not on apparatus. Broken latch Batteries replaced,
	B43	X		

STATION 1: LABELLE

- Backup generator transfer switch is still being looked for by Emergency Power.
- Equipment and Apparatus was moved around to accommodate the New larger Engine/Tender.

STATION 2: FANNETT

- B44: two rear duals were replaced at Southern Tire Mart, \$516.06

STATION 3: CHEEK

- Tanker 43 had its batteries replaced.

EMS:

- No transport since last Board Meeting.
- No EMS training for April, 2026.

Fire:

- Kevin Kester represented JCESD4 in the funeral procession for 3 year old child in Vidor.
- Training from US Fire Apparatus on the new Engine 41 is tomorrow evening.
- The new engine is scheduled to be put in service May 23, 2026.

FIRE RECOVERY:

- 1 Fire Recovery incidents uploaded for billing since last Board meeting.
- No Deposits

ESD:

- Fire Chief and M. Parise attended Jefferson County SO training on "active shooter" for schools.
- New US Fire Pump Apparatus was picked up on April 28, 2026.
- Reimbursement from Texas Forest Service has been applied for 05/01/26 and approved for reimbursement on 5/14/26.
- A Temporary Lease Agreement for Emergency use of Mr. Troy Clubbs drive has been drawn up by JCESD4 Attorney and signed.
- 5/5/26, received draft copy from SLI for contract for new fire station.
- 2024-2025 Annual Audit has started. Administrative Assistant and Chief worked on gathering documents that were requested.
- A grant from Exxon Mobil in the amount of \$5,000 was excepted and submitted on 5/13/26.
- Preliminary Net Taxable Value of JCESD4 district is \$1,250,870,815.

FIRE TRAINING:

- Fire training was held in China as an area wide training. Representatives from TESLA conducted a class on their batteries and vehicles.
-

EMS TRAINING:

- No EMS training for April 2026

MEMBERSHIP:

- 27 Volunteer members.
- See Active-Duty Report attached.

RUNS/CALL VOUME:

- **68** emergency responses by JCESD4 in the month of April 2026.
- 46 or 67% of the calls were Medical/EMS calls.
- 12 Volunteer members made calls in April 2026.
- **Zero** "no responses" for April 2026.

Contract Firefighter:

- 9 Contracted Firefighters are on the roster.
- One contract Firefighter could not meet the terms of the contract and was dismissed.
- 1 Contract Firefighter was hired.

- 4 shifts not covered in April 2026. (one shift is 12hrs)
- Total pay for Contract Firefighters for April 2026 was **\$15,806.75**

Salvage items:

- None

Status:

- FM 365 overpass demolition has been **postponed**. The date has not been determined yet.

New Fire Engine:

- The new US Fire Pump Apparatus Engine/Tender was picked up by Assistant Chief Sanders and the Chief. On 4/28/26.
- We are waiting for some equipment to be delivered and a training class set up for 5/19/26.
- Waiting on title from Kemper Emergency Group.
- The Engine is scheduled to be put in service on 5/23/26 at Labelle Station.

New Station:

- Below is an estimated timeline for the Construction of New Station.
- Topographical survey completed on 5/11/26
- Geo Survey is being done today.
- Contract for design needs to be approved by the Board of Commissioners.
- New station design drawing and concept were received and reviewed by Assistant Chief and the Chief.

Exhibit C

JEFFERSON COUNTY ESD NO. 4 ACCOUNT BALANCES AS OF MAY 18, 2026

BANK ACCOUNT & TEXSTAR ACCOUNT DETAIL FOR THE MONTH OF APRIL 2026 AND MAY 2026 YEAR-TO-DATE:

	4/30/2026	5/18/2026
	BALANCE	BALANCE
TEXAS FIRST BANK		
Checking Account #10229417	\$ 102,963.07	\$ 218,203.63
TEXSTAR		
Includes April TexStar interest payment of \$12,293.65 or 3.6378 percent	\$ 3,865,783.63	\$ 3,865,783.63
TEXSTAR YTD INTEREST (Jan-April) TOTAL = \$47,305.94		
Note: \$369,000 was withdrawn from TexSTAR in April 2026 for purchase of the new Fire Engine		
TOTAL FUNDS AS OF 05/18/2026	\$ 3,968,746.70	\$ 4,083,987.26

Deposits in May 2026 at Texas First Bank Account As Of 5/18/2026	DEPOSITS
05/08/2026 CPA State Fiscal/Inv-Payments (Sales Tax)	\$ 8,718.28
05/08/2026 CPA State Fiscal/Inv-Payments (Sales Tax)	\$ 104,683.22
05/11/2026 Jefferson County Tax Collections	\$ 7,364.21
TOTAL MAY 2026 DEPOSITS AS OF 05/18/2026:	\$ 120,765.71

Withdrawals in May 2026 at Texas First Bank Account As Of 5/18/2026	PAYMENTS/TRANSFERS
05/01/2026 Verizon Wireless	\$ 10.26
05/01/2026 Verizon Wireless	\$ 379.90
05/01/2026 Health Claims Plus	\$ 46.74
05/01/2025 Bruce King	\$ 370.00
05/04/2026 Universal Lawn Care	\$ 462.00
05/04/2026 Charles Daniel Eaves	\$ 1,104.00
05/05/2026 Hubert Oxford IV	\$ 400.00
05/07/2026 Mark Winstead	\$ 350.00
05/11/2026 Entergy	\$ 169.04
05/11/2026 Entergy	\$ 331.06
05/11/2026 Entergy	\$ 458.43
05/12/2026 Enterprise Guard	\$ 100.00
05/14/2026 IRS/USA Tax Payment	\$ 1,343.72
TOTAL May 2026 PAYMENTS AS OF 05/18/2026:	\$ 5,525.15

Exhibit D

Jefferson County Emergency Services District No. 4
Statement of Activities (Modified Cash Basis)
All Locations

	1 Month Ended 4/30/2026 Actual	7 Months Ended 4/30/2026 Actual	Annual Budget	Over (Under) Budget	% of Budget Used to Date
Revenue					
Ad Valorem Taxes	\$ 24,445	\$ 806,960	\$ 836,449	\$ (29,489)	96.47%
Sales and Use Tax Revenue	109,164	721,688	1,000,000	(278,312)	72.17%
Grants	-	3,822	20,000	(16,178)	19.11%
EMS Billing	-	-	5,000	(5,000)	0.00%
Fire Recovery	-	13,180	5,000	8,180	263.60%
Interest Income	12,521	82,333	120,000	(37,667)	68.61%
Other Income	-	196	20,000	(19,804)	0.98%
Sale of Equipment	-	-	5,000	(5,000)	0.00%
Donation of Property	-	-	20,000	(20,000)	0.00%
Total Revenue	<u>146,130</u>	<u>1,628,179</u>	<u>2,031,449</u>	<u>(403,270)</u>	<u>80.15%</u>
Operating Expenses					
Advertising	56	1,825	3,500	(1,675)	52.14%
Bank Fees	31	50	150	(100)	33.33%
Accounting	690	5,384	19,500	(14,116)	27.61%
Cleaning & Building Maintenance/Repairs	384	6,825	15,000	(8,175)	45.50%
Lawn Service	462	2,835	6,500	(3,665)	43.62%
Office Supplies & Postage	109	1,394	2,500	(1,106)	55.76%
Dues & Fees	136	2,078	1,500	578	138.53%
Tax & Appraisal Fees	792	12,557	22,500	(9,943)	55.81%
Sales and Use Tax Fees	2,047	14,298	20,000	(5,702)	71.49%
Interest Expense	-	2,682	2,690	(8)	99.70%
Insurance - VFIS District	-	1,250	500	750	250.00%
Legal/Professional	1,675	13,407	25,000	(11,593)	53.63%
Sales Tax Oversight/Reporting	20	20	5,000	(4,980)	0.40%
Lodging/Meals/Travel & Regist ESD	40	40	7,500	(7,460)	0.53%
District Manager	1,625	11,250	19,500	(8,250)	57.69%
Administrative Assistant	1,386	8,847	18,814	(9,967)	47.02%
Payroll Tax Expense	298	993	3,000	(2,007)	33.10%
Small Equipment Purchases (less than \$5,000)	110	239	12,000	(11,761)	1.99%
Website Development and Maintenance	-	-	5,000	(5,000)	0.00%
Utilities	824	6,148	12,000	(5,852)	51.23%
Internet	268	4,450	7,200	(2,750)	61.81%
Telephone/Cell Phone	30	210	1,000	(790)	21.00%
Water & Garbage	299	2,254	4,000	(1,746)	56.35%
Note Payable - 3000 Gal Tanker (New -2022-23)	-	45,742	45,745	(3)	99.99%
Total Operating Expenses	<u>11,282</u>	<u>144,778</u>	<u>260,099</u>	<u>(115,321)</u>	<u>55.66%</u>

These financial statements have not been audited or reviewed and no CPA expresses an opinion or a conclusion nor provides any assurance on them.

Jefferson County Emergency Services District No. 4
Statement of Activities (Modified Cash Basis)
All Locations

	1 Month Ended 4/30/2026 Actual	7 Months Ended 4/30/2026 Actual	Annual Budget	Over (Under) Budget	% of Budget Used to Date
Emergency Medical Services					
EMS - Medics - Contract Labor	-	-	20,000	(20,000)	0.00%
EMS - Medical Coordinator	400	2,800	4,800	(2,000)	58.33%
Billing - Admin. Fees	47	166	600	(434)	27.67%
Billing - Collection Fees	-	-	1,100	(1,100)	0.00%
Data/Connectivity (Phone)	-	349	650	(301)	53.69%
EMS-Medical Director	500	3,500	6,000	(2,500)	58.33%
Equipment (New/Repair/Testing)	-	-	9,000	(9,000)	0.00%
Medical Supplies	-	5,014	15,000	(9,986)	33.43%
Tuition/Reg/Certification/Dues	122	122	7,500	(7,378)	1.63%
Vehicle Repair & Maintenance	-	466	6,000	(5,534)	7.77%
Fuel	-	45	500	(455)	9.00%
Total Emergency Medical Services	<u>1,069</u>	<u>12,462</u>	<u>71,150</u>	<u>(58,688)</u>	<u>17.52%</u>
Fire Services					
Fire Chief - Telephone Allowance	50	350	600	(250)	58.33%
Certification Dues	-	-	500	(500)	0.00%
Fire Chief	3,850	26,600	46,200	(19,600)	57.58%
Small Equipment Purchases	-	179	8,000	(7,821)	2.24%
Fire Field Meals	-	675	1,000	(325)	67.50%
Dispatch Services/I Am Responding	-	21,548	25,000	(3,452)	86.19%
Vehicle Repair & Maintenance	10	20,239	65,000	(44,761)	31.14%
Travel/Lodging/Meals/Trans Expenses	371	371	2,000	(1,629)	18.55%
Personal Protection Equipment	390	5,760	25,000	(19,240)	23.04%
Air-Pack SCBA Inspection & Repair	-	792	3,000	(2,208)	26.40%
Equipment, Boots, Gloves-Insp/Repairs	137	4,822	9,000	(4,178)	53.58%
Fire Uniforms	1,080	1,397	5,000	(3,603)	27.94%
Supplies - Hoses/Nozzles/Tarps	-	70	10,000	(9,930)	0.70%
Training & Materials/Tuition/Registration	-	186	5,000	(4,814)	3.72%
Fuel	1,142	7,099	12,000	(4,901)	59.16%
Insurance - Prop. & Liab.	-	59,901	57,000	2,901	105.09%
Insurance - Worker's Compensation	-	-	25,000	(25,000)	0.00%
Maint., Repairs & Fees - Comm/Radios	-	10,639	16,000	(5,361)	66.49%
Personal Protective Equipment - Inspection	-	385	4,500	(4,115)	8.56%
Payroll Tax Expense	419	2,938	3,500	(562)	83.94%
Supplies - Fire	-	1,005	5,000	(3,995)	20.10%
Software - Emer Reporting	-	5,166	10,000	(4,834)	51.66%
Billing - Collection Fees	-	1,354	1,500	(146)	90.27%
Assitant Fire Chief	867	6,067	10,400	(4,333)	58.34%
Pay Per Call	4,125	10,525	20,000	(9,475)	52.63%
Fire Fighter Contranct Pay	15,358	109,121	200,000	(90,879)	54.56%
Temporary Site Expenditures	-	-	100,000	(100,000)	0.00%
Total Fire Services	<u>27,799</u>	<u>297,189</u>	<u>670,200</u>	<u>(373,011)</u>	<u>44.34%</u>
Capital Expenditures					
Fire Apparatus	539,000	539,000	-	539,000	0.00%
Equipment	-	26,006	18,000	8,006	144.48%
Emergency Response Vehicles	-	-	90,000	(90,000)	0.00%
Capital Fund New Fire Station	16,500	33,000	900,000	(867,000)	3.67%
Total Capital Expenditures	<u>555,500</u>	<u>598,006</u>	<u>1,008,000</u>	<u>(409,994)</u>	<u>59.33%</u>
Contingency					
Contingency	-	-	22,000	(22,000)	0.00%
Total Contingency	<u>0</u>	<u>0</u>	<u>22,000</u>	<u>(22,000)</u>	<u>0.00%</u>
Total Expenses	<u>595,650</u>	<u>1,052,435</u>	<u>2,031,449</u>	<u>(979,014)</u>	<u>51.81%</u>
Net Change in Fund Balance	<u>\$ (449,520)</u>	<u>\$ 575,744</u>	<u>\$ 0</u>		

These financial statements have not been audited or reviewed and no CPA expresses an opinion or a conclusion nor provides any assurance on them.

Exhibit E

JCESD4 - Jefferson County Emergency Services District No. 4**Check List**

All Bank Accounts

May 18, 2026

Check Number	Check Date	Payee	Amount
Payroll Checks			
5673	05/18/26	Draper, Cristine A	1,388.01
5674	05/18/26	Stacey, David M	4,762.16
Payroll Check Total			<u>6,150.17</u>
Vendor Checks			
5760	05/18/26	AMERICAN WELDING & GAS, INC.	93.63
5761	05/18/26	DR. CHRISTOPHER ALAN BELL	500.00
5762	05/18/26	Benckenstein & Oxford, L.L.P.	1,365.00
5763	05/18/26	Bound Tree Medical, LLC	1,783.02
5764	05/18/26	Green Acres Grocery, Inc.	1,183.90
5765	05/18/26	J & M Neal Inc., dba Health Claims Plus	16.74
5766	05/18/26	Joshua C. Heinz	400.00
5767	05/18/26	Lone Star Lube Right	1,654.08
5768	05/18/26	Love's Travel Stops & Country Stores	283.12
5769	05/18/26	Metro Fire Apparatus Specialists, Inc.	18,255.55
5770	05/18/26	Southeast Texas Parts & Equipment Corporation	1,192.08
5771	05/18/26	Hubert Oxford, IV	400.00
5772	05/18/26	Mary Ellen Robertson, CPA, PLLC	690.00
5773	05/18/26	Casey Sanders	866.67
5774	05/18/26	Soutex Surveyors & Engineers	4,500.00
5775	05/18/26	SOUTHERN TIRE MART, LLC	516.06
5776	05/18/26	DAVID M STACEY	50.00
5777	05/18/26	Joyce M. Stacey	40.00
5778	05/18/26	Unlimited Lawn Care	987.00
5779	05/18/26	VFIS of Texas	1,725.00
5780	05/18/26	SCOTT WADE	400.00
5781	05/18/26	TRET ALLEN DARR	2,018.25
5782	05/18/26	Charles Daniel Eaves	2,208.00
5783	05/18/26	AARON MCNEIL	1,656.00
5784	05/18/26	CASEY PARIGI	2,944.00
5785	05/18/26	SEAN PETERSON	1,610.00
5786	05/18/26	NICHOLAS RAND	1,127.00
5787	05/18/26	LOGAN SMITH	2,208.00
5788	05/18/26	Jeremy Tullis	1,276.50
5789	05/18/26	Jacob Wheless	759.00
Vendor Check Total			<u>52,708.60</u>
Check List Total			<u>58,858.77</u>

Check count = 32

JCESD4 - Jefferson County Emergency Services District No. 4

Bank Account Register

Texas First Bank - Checking
April 21, 2026 - May 18, 2026

Date	Reference	Payee ID	Description	Checks/ Payments	Deposits/ Additions	Balance
			Beginning Balance			268,811.82
04/22/26			Texas First Bank		369,000.00	637,811.82
04/23/26		TMOBILE	T-MOBILE	65.89		637,745.93
04/23/26		TexasFirst	Texas First Bank	29.00		637,716.93
04/23/26		KEMPER	KEMPER EMERGENCY VEHICLES	539,000.00		98,716.93
04/27/26		VISA6511	VISA	560.64		98,156.29
04/27/26		SPEC	SPECTRUM BUSINESS	131.72		98,024.57
04/29/26		TWCOMM	Texas Workforce Commission	247.95		97,776.62
04/30/26		TexasFirst	Texas First Bank	1.80		97,774.82
04/30/26			INTEREST PAID FOR APRIL 2026		226.98	98,001.80
05/01/26		VERIZON5571	Verizon Wireless	379.90		97,621.90
05/01/26		VERIZON7725	Verizon Wireless	10.26		97,611.64
05/08/26			JCESD4-A SALES TAX DEPOSIT FOR MAY 2026		8,718.28	106,329.92
05/08/26			JCESD4 SALES TAX DEPOSIT FOR MAY 2026		104,683.22	211,013.14
05/11/26			JEFFERSON COUNTY PROPERTY TAX DEPOSIT FOR APRIL 2026		7,364.21	218,377.35
05/11/26		ENTERGY878	ENTERGY	331.06		218,046.29
05/11/26		ENTERGY498	Entergy	458.43		217,587.86
05/11/26		ENTERGY892	Entergy	169.04		217,418.82
05/12/26		ENGUARD	ENTERPRISE GUARDIAN INC. ENGUARD	100.00		217,318.82
05/14/26		EFTPS	EFTPS on-line payroll tax payment	1,343.72		215,975.10
05/18/26		WJEFCTYMWD1	W. Jefferson Co. M.W.D	32.12		215,942.98
05/18/26		WJEFCTYMWD2	W. Jefferson CO. M.W.D.	35.13		215,907.85
05/18/26		WJEFCTYMWD3	W. JEFFERSON CO. M.W.D.	32.12		215,875.73
05/18/26	5673		Draper, Cristine A	1,388.01		214,487.72
05/18/26	5674		Stacey, David M Jr	4,762.16		209,725.56
05/18/26	5760	AWG	AMERICAN WELDING & GAS, INC.	93.63		209,631.93
05/18/26	5761	DRBELL	DR. CHRISTOPHER ALAN BELL	500.00		209,131.93
05/18/26	5762	BENCK	Benckenstein & Oxford, L.L.P.	1,365.00		207,766.93
05/18/26	5763	Bound	Bound Tree Medical, LLC	1,783.02		205,983.91
05/18/26	5764	GREENACRES	Green Acres Grocery, Inc.	1,183.90		204,800.01
05/18/26	5765	HCPlus	J & M Neal Inc., dba Health Claims Plus	16.74		204,783.27
05/18/26	5766	HEINZ	Joshua C. Heinz	400.00		204,383.27
05/18/26	5767	LONESTAR	Lone Star Lube Right	1,654.08		202,729.19
05/18/26	5768	LOVES	Love's Travel Stops & Country Stores	283.12		202,446.07
05/18/26	5769	METROFIRE	Metro Fire Apparatus Specialists, Inc.	18,255.55		184,190.52
05/18/26	5770	NAPA	Southeast Texas Parts & Equipment Corporation	1,192.08		182,998.44
05/18/26	5771	OXFORD	Hubert Oxford, IV	400.00		182,598.44
05/18/26	5772	MER	Mary Ellen Robertson, CPA, PLLC	690.00		181,908.44
05/18/26	5773	SANDERS	Casey Sanders	866.67		181,041.77
05/18/26	5774	SOUT	Soutex Surveyors & Engineers	4,500.00		176,541.77
05/18/26	5775	STM	SOUTHERN TIRE MART, LLC	516.06		176,025.71
05/18/26	5776	DSTACEYREIM	DAVID M STACEY	50.00		175,975.71
05/18/26	5777	JOYCES	Joyce M. Stacey	40.00		175,935.71
05/18/26	5778	UNLIMITED	Unlimited Lawn Care	987.00		174,948.71
05/18/26	5779	VFIS	VFIS of Texas	1,725.00		173,223.71
05/18/26	5780	SWADEREIM	SCOTT WADE	400.00		172,823.71
05/18/26	5781	TRETD	TRET ALLEN DARR	2,018.25		170,805.46
05/18/26	5782	CHARE	Charles Daniel Eaves	2,208.00		168,597.46
05/18/26	5783	AARONMC	AARON MCNEIL	1,656.00		166,941.46
05/18/26	5784	CPARIGI	CASEY PARIGI	2,944.00		163,997.46
05/18/26	5785	SEANPET	SEAN PETERSON	1,610.00		162,387.46
05/18/26	5786	NICRAND	NICHOLAS RAND	1,127.00		161,260.46
05/18/26	5787	LOSMITH	LOGAN SMITH	2,208.00		159,052.46
05/18/26	5788	JEREMYT	Jeremy Tullis	1,276.50		157,775.96

JCESD4 - Jefferson County Emergency Services District No. 4

Bank Account Register

Texas First Bank - Checking
April 21, 2026 - May 18, 2026

Date	Reference	Payee ID	Description	Checks/ Payments	Deposits/ Additions	Balance
05/18/26	5789	JACWHE	Jacob Wheless	759.00		157,016.96
Totals				<u>601,787.55</u>	<u>489,992.69</u>	<u>157,016.96</u>

Transaction count = 54

JCESD4 - Jefferson County Emergency Services District No. 4

Bank Account Register

TexSTAR Checking

April 21, 2026 - May 18, 2026

Date	Reference	Payee ID	Description	Checks/ Payments	Deposits/ Additions	Balance
			Beginning Balance			4,222,489.98
04/22/26			Texas First Bank	369,000.00		3,853,489.98
04/30/26			INTEREST PAID FOR APRIL 2026		12,293.65	3,865,783.63
			Totals	<u>369,000.00</u>	<u>12,293.65</u>	<u>3,865,783.63</u>

Transaction count = 2

Exhibit F

EMERGENCY TEMPORARY ROAD USE LEASE AGREEMENT

This Lease Agreement ("Agreement") is by and between **JUSTIN TROY CLUBB**, ("Lessor"), whose address is P.O. Box 361, Hamshire, Texas 77622-0361 and/or [THOMAS J. CLUBB, whose address is P.O. Box 180, Hamshire, Texas 77622-0180-Parcel 130989], who, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, agrees to lease unto **JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT, NO. 4**, a political subdivision of the State of Texas, ("*Lessee*"), whose address is 12880 FM 365 Rd, Beaumont, TX 77705 (Lessor and Lessee each a "*Party*" and collectively the "*Parties*"), effective as of the first date on which the bridge on Highway 365 over Interstate 10 is out of service and unavailable for public use ("*Effective Date*"), a **TEMPORARY, NON-EXCLUSIVE, AND UNOBSTRUCTED RIGHT** of ingress and egress upon and across Lessor's land, limited to and by means of the existing *All Weather Road* (meaning a roadway surfaced with crushed limestone and maintained so as to provide reasonably reliable and passable access under normal weather conditions throughout the year) on the situated Leased Area, as more particularly described or depicted in **Exhibit "A"** ("*Leased Area*"), for ingress and access to and from W. Clubb Road and FM-365 Road, only if the following conditions are satisfied (collectively, the "*Permitted Use Conditions*"): (i) Lessee is responding to an active emergency call for fire or emergency medical services (an "*Emergency Response*"); (ii) such Emergency Response is located west of Interstate 10; (iii) the bridge on Highway 365 over Interstate 10 is out of service for replacement (the "*Bridge Outage Period*"); and (iv) traffic on Interstate 10 is sufficiently congested or backed up such that other available routes would not allow for a timely Emergency Response, and provided further that such access is used only when reasonably necessary to respond to such Emergency Response and is expressly prohibited for staging, training, routine travel, or any daily or non-emergency use on the Leased Area and upon the Lessor's property described in **Exhibit "B"** (the "*Property*"),

During the term of this Agreement, Lessee shall have the free, non-exclusive right of ingress and egress over, across, and within the Leased Area and at its intersections with any public road, right-of-way, or other easement or interest as necessary to access and exit the Leased Area in accordance with the Permitted Use Conditions and terms of this Agreement.

The Leased Area rights granted herein shall continue until the earlier to occur of (i) the date on which the bridge on Highway 365 over Interstate 10 is returned to service following replacement; or (ii) the date that is six (6) months after the Effective Date (the "*Initial Term*"). Upon the expiration of the Initial Term, this Agreement may be extended for one additional term of six (6) months only if the bridge on Highway 365 over Interstate 10 remains out of service for replacement at such time, and only by written agreement executed by both Lessor and Lessee (the "*Extension Term*"). Notwithstanding the foregoing, Lessor shall have the right to terminate this Agreement at any time, with or without cause, upon not less than fourteen (14) days' prior written notice to Lessee, in which event this Agreement shall terminate upon the expiration of such notice period, and all rights granted to Lessee hereunder shall immediately cease. If neither the Initial Term nor any Extension Term is terminated earlier by Lessor, this Agreement shall automatically terminate upon the expiration of the Initial Term or the Extension Term, as applicable.

The consideration paid for this Leased Area is solely for the grant of rights under this Agreement and does not include payment for other, actual damages caused by Lessee's activities. Lessee shall remain liable to Lessor for all actual damages to the Leased Area arising from Lessee's use of the Leased Area, including, without limitation, damage to the road surface, drainage, fences, and other improvements located within the Leased Area, and Lessee shall promptly repair or compensate Lessor for such damage. To the extent any damage cannot be reasonably repaired, including without limitation damage to livestock, fences, or other property, Lessee shall pay Lessor the fair market value of such damaged property. If Lessee fails to repair damage that can be reasonably repaired within a reasonable time, Lessee shall pay Lessor the reasonable cost to repair such damage.

After cessation of Lessee's use of the Leased Area, Lessee shall, to the extent necessary to address damage caused by Lessee's use of the Leased Area, restore the road surface to substantially the same condition as existed immediately prior to Lessee's first use, including maintaining the same grade, drainage, and load-bearing capacity, and utilizing the same type and quality of road base material, including crushed limestone or caliche, and in no event shall crushed concrete be used as road base material. Prior to Lessee's initial use of the All-Weather Road, Lessor and Lessee shall perform a joint pre-use inspection of the road to document its condition. Following cessation of Lessee's use, the Parties shall perform a joint post-use inspection to confirm whether restoration is required and, if so, completion of such restoration.

During any time, Lessee is using the Leased Area, Lessee shall not cut, remove, or otherwise alter any fences within the Leased Area and shall ensure that each gate is immediately closed and securely locked after each use. For the sake of clarity, Lessee may install a lock of Lessee's choice on any existing gates within the Leased Area and may interlock its own lock with the Lessor's (or any third parties') lock on any gate in the manner commonly referred to as a "Daisy Chain."

Lessee shall, during any time Lessee is using the Leased Area, (i) maintain the Leased Area in a clean and orderly condition, free of litter, trash, debris, and other refuse resulting from the activities of Lessee, its employees, agents, or authorized emergency response providers; (ii) not use the Leased Area for any purpose other than those expressly permitted under this Agreement; (iii) use best efforts to notify Lessor pursuant to the notification provisions in this Agreement prior to any use of the Leased Area, provided, however, that such notice may not be possible in all instances due to the emergency nature of the permitted use; (iv) not cut or clear from the Leased Area any trees, shrubbery, undergrowth, or other vegetation or natural features, nor remove, burn, or shred any such materials; (v) ensure that neither Lessee nor its employees, agents, or authorized emergency response providers (a) carry firearms or weapons; (b) hunt, fish, trap, or search for artifacts; (c) consume or be under the influence of alcohol, illegal drugs, or controlled substances, other than lawful prescriptions; or (d) bring onto the Property any weapons, animal-calling devices, night-hunting equipment, unauthorized motorized vehicles (other than UTVs reasonably required for the Permitted Use), fishing equipment, domestic animals, alcoholic beverages, illegal drugs or paraphernalia, or explosives or hazardous substances without Lessor's prior written consent; (vi) not use the Leased Area for the storage, staging, or stockpiling of vehicles, machinery, materials, or equipment; (vii) not obstruct or impair passage along any road within the Leased Area, except as necessary in connection with an Emergency Response or an emergency occurring on the

Property itself; (viii) ensure that all vehicles operated on the Leased Area observe a maximum speed limit of twenty-five (25) miles per hour and shall utilize emergency lights while traversing the Leased Area but shall not activate sirens while on the Leased Area; and (ix) ensure that use of the Leased Area is limited to official Emergency Response vehicles operated by Lessee or by other governmental or quasi-governmental emergency response providers, if authorized by this Agreement, in connection with an Emergency Response, and that no personal vehicles or privately owned vehicles are used on the Leased Area. **Notwithstanding anything to the contrary in this Agreement, any material violation of this paragraph shall result in the automatic termination of this Agreement.**

Except for the limited rights expressly granted to Lessee herein, Lessor retains all rights in and to the Leased Area, including the full use and enjoyment thereof.

This Agreement and the rights granted herein may not be assigned, in whole or in part, by Lessee without the prior written consent of Lessor. Notwithstanding the foregoing, Lessee may permit other governmental or quasi-governmental emergency response providers providing mutual aid or assistance in response to an Emergency Response to use the Leased Area, subject to Lessee providing notice to Lessor and obtaining Lessor's confirmation that such use is acceptable; provided, however, that in the event such confirmation is not obtained due to the emergency nature of the circumstances, Lessee may nevertheless permit such use, and Lessee shall be responsible for the acts and omissions of such third-party emergency response providers, and such parties shall be subject to and comply with all terms and conditions of this Agreement applicable to Lessee.

Lessee accepts the Leased Area "AS IS, WHERE IS, AND WITH ALL FAULTS," and acknowledges that Lessor has made no representations or warranties regarding the condition of the Leased Area.

TO THE MAXIMUM EXTENT PERMITTED BY LAW LESSEE AGREES TO DEFEND, INDEMNIFY, PROTECT AND HOLD AND SAVE HARMLESS THE UNDERSIGNED LESSOR, ITS AGENTS, REPRESENTATIVES, HEIRS, SUCCESSORS, BENEFICIARIES AND TRUSTEES (THE "INDEMNIFIED PARTIES"), OF AND FROM ANY AND ALL THIRD-PARTY CLAIMS, DEMANDS, ACTIONS, LOSSES, CAUSES OF ACTION, JUDGMENTS, SUITS, LIENS, INJURIES AND LOSSES TO LESSOR'S PROPERTY, OR LIFE, ADMINISTRATIVE PROCEEDINGS, COSTS (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES), EXPENSES, EXPERT WITNESS FEES, DAMAGES (INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES), INCLUDING ANY LOSSES, FINES, PENALTIES AND COSTS OF RESTORATION OR REMEDIATION (collectively, "CLAIMS"), ARISING OUT OF OR RELATED, DIRECTLY OR INDIRECTLY, TO OR CAUSED IN WHOLE OR IN PART BY: (I) SPILLS, EMISSIONS, ESCAPES OR RELEASES OF HAZARDOUS OR TOXIC SUBSTANCES BY LESSEE; (II) USE, ACTIVITIES, ACTS, OMISSIONS OR OPERATIONS ON OR ABOUT THE LEASED AREA BY LESSEE OR ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR AUTHORIZED EMERGENCY RESPONSE PROVIDERS; (III) THE BREACH BY LESSEE OF ANY COVENANT OR AGREEMENT HEREIN; OR (IV) ANY VIOLATION OF LAW APPLICABLE TO THE

LEASED AREA BY LESSEE. THIS INDEMNITY DOES NOT INCLUDE ANY CLAIMS ARISING OUT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES.

FURTHER, LESSEE SHALL INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS FOR LIABILITIES, LOSS, DAMAGE, DEATH, OR INJURY ARISING OUT OF SPILLS, POLLUTION, ENVIRONMENTAL CONDITIONS, OR REGULATORY VIOLATIONS ARISING FROM LESSEE'S USE OF THE LEASED AREA, INCLUDING REASONABLE ATTORNEY'S FEES.

THE INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO PARTICIPATE IN ANY DEFENSE WITH COUNSEL OF THEIR CHOICE AT THEIR OWN COST AND EXPENSE.

THE TERMS OF THESE INDEMNITY PROVISIONS SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR ALL CLAIMS ARISING DURING THE TERM OF THIS AGREEMENT.

During the term of this Agreement, Lessee shall carry and maintain, and shall cause its authorized emergency response providers, if any, to carry and maintain the following insurance from carriers with an A.M. Best rating of not less than A-/VII or Lessee may meet the insurance requirements below through any combination of primary, umbrella/excess liability and/or self-insurance:

- (1) Statutory Coverage Workers' Compensation Insurance (including Occupational Disease Coverage) in accordance with the laws of the states where the work is to be performed.
- (2) Employer's Liability Insurance with limits of not less than \$1,000,000.00 per occurrence and \$10,000,000 per disease/each employee.
- (3) Commercial General Liability Insurance insuring the indemnity provisions set forth in this Agreement with a combined single limit of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate. Such policy shall include contractual liability coverage applicable to the indemnity obligations set forth in this Agreement.
- (4) Business Automobile Liability Insurance covering liability arising out of any auto (owned, hired and non-owned); with a combined single limit of not less than \$1,000,000.00.
- (5) Umbrella/Excess Liability Insurance with a minimum limit of not less than \$1,000,000.00 per occurrence. Such umbrella policy shall be excess of the coverages described above and shall follow form to the extent commercially available.

All insurance policies of Lessee shall include a waiver of subrogation in favor of the Lessor and shall name the Lessor as an additional insured (except for Workers' Compensation) to the extent of Lessee's obligations under this Agreement. All such insurance coverages required of Lessee shall apply as primary insurance with respect to any other insurance or self-insurance programs

afforded to or maintained by or for the benefit of Lessor and shall provide thirty (30) days' notice in case of cancellation or ten (10) days' notice in case of termination due to non-payment, to the extent such notice is available under the applicable policy. Prior to beginning any operations under this Agreement, Lessee shall furnish Lessor with certificates of insurance evidencing the coverages required herein.

Any notice required or permitted under this Agreement that affects the legal rights or obligations of the Parties (including default, termination, amendment, or indemnity) shall be in writing and delivered by: (i) electronic mail; (ii) certified U.S. Mail, return receipt requested; (iii) nationally recognized overnight courier; or (iv) personal delivery, in each case to the addresses or contact information designated by the Parties. Notices delivered by electronic mail shall be deemed effective upon transmission, provided that the sending Party does not receive a bounce-back, error message, or other indication of non-delivery. Notwithstanding the foregoing, for routine or day-to-day operational matters concerning access, scheduling, gates, maintenance coordination, removal of debris, or other non-legal communications under this Agreement, notice may be given by electronic mail or text message to the designated representatives of the Parties, and such notice shall be deemed effective upon transmission, provided that the sending Party does not receive a bounce-back, error message, or other indication of non-delivery. Each Party shall have the right to update its designated representatives and their contact information by written notice, including by electronic mail, to the other Party. All notices under this Agreement shall be sent to the following:

To Lessor: JUSTIN TROY CLUBB P.O. Box 361 Hamshire, Texas 77622-0361 Phone: (409)781-2236 E-mail: christinaclubb33@gmail.com	To Lessee: JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4 Attn: David Stacy 12880 FM 365 Rd. Beaumont, TX 77705 Phone: (409)233-8733 E-mail: districtmanager@jcesd4.com
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This Agreement shall be governed by and construed under the laws of the State of Texas in the county where the Property is located. If any provision of this Agreement is held by a court or regulatory authority of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect. The Parties further agree that the exclusive venue and jurisdiction for any action arising under this Agreement, whether for damages, injunctive relief, declaratory judgment, or enforcement, shall be the state courts of competent jurisdiction in the Jefferson County, Texas, where the Property is located.

The Parties acknowledge that this Agreement is being entered into on an emergency basis in order to address immediate public safety needs arising from the Bridge Outage Period. Lessee represents that the individual executing this Agreement on its behalf has authority to bind Lessee on an interim basis, subject to approval by Lessee's Board of Commissioners at its next regularly scheduled meeting. In the event this Agreement is not approved by Lessee's Board of

Commissioners at such meeting, this Agreement shall automatically terminate immediately upon such non-approval without further action by either Party, and Lessee's rights hereunder shall immediately cease; provided, however, that such termination shall not relieve Lessee of any obligations or liabilities arising prior to such termination.

This Agreement may be executed in counterparts, each deemed an original but together constituting one instrument, and shall not be binding until executed by all Parties, becoming effective on the date of the last signature (the "Effective Date"). Each Party represents that this Agreement has been duly authorized and constitutes its valid and binding obligation. No failure to enforce any covenant shall constitute a waiver of later breaches. Lessee shall ensure that its employees, agents, and any authorized emergency response providers using the Leased Area comply with this Agreement. No amendment is effective unless in writing and signed by both Parties. In case of ambiguity, the Exhibits shall control.

[Signature Pages to Follow]

IN TESTIMONY WHEREOF, the parties have executed this Lease Agreement effective as of the day first written above.

LESSOR


Name: Justin Troy Clubb

LESSEE:
**JEFFERSON COUNTY EMERGENCY
SERVICES DISTRICT NO. 4**


By: 
Name: Jeff Roebuck
Title: President, Board of Directors for the
Jefferson County Emergency
Services District No. 4.

Exhibit "A"
Description and/or Depiction of the Leased Area



Exhibit "B"
Description of Property

Tract 1: Being that certain 143.021 acre Gross Tract (called 139 acres) out of the John C. Lawhon League, A-35, and being that same W.S. Clubb and wife Electa Burrell Clubb Partition Tract (called 139 acres) set aside to Mrs. Orient Boudoin, as recorded under Instrument No. 2003023175 of the Deed Records of Jefferson County, Texas.

Tract 2: Being that certain 260.0 acre tract of land, more or less, out of the John C. Lawhon League, Abstract No. 35, Jefferson County, Texas, and being the same land described in that certain deed executed by W.L. Moody, et al., as Grantors, to Robert K. Hutchins, et al., as Grantees, dated March 12, 1937, and recorded in Volume 449, Page 63 of the Deed Records of Jefferson County, Texas, and further referenced under Instrument No. 2020030031 of the Official Public Records of Jefferson County, Texas

Tract 3: All of that part of that certain 143.13 gross acre tract described in deed dated June 14, 1942, from Mrs. Lenora Woldert, to Odgen D. Clubb, and recorded in Volume 535, Page 254, of the Deed Records of Jefferson County, Texas; lying west of the right of way of Interstate Highway 10; and being that portion of said 143.13 gross acre tract lying west of the right of way of Interstate Highway 10 remaining after the taking of the right of way for the construction of Interstate Highway 10, and containing 74.79 acres of land, more or less.

Exhibit G

AIA® Document A141® – 2014

Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the 5th day of May in the year 2026
(*In words, indicate day, month and year.*)

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

Jefferson County ESD 4
12880 FM 365 Rd
Beaumont, TX 77705

and the Design-Builder:
(*Name, legal status, address and other information*)

S.L.I. Design, Inc.
15810 Park Ten Place, Suite 300
Houston, TX 77083
(713) 465-4650

for the following Project:
Jefferson County ESD4 Fire Station No. 2
Fannett Site

The Owner and Design-Builder agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

Init.

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 COMPENSATION AND PROGRESS PAYMENTS
- 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT
- 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT
- 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT
- 6 CHANGES IN THE WORK
- 7 OWNER'S RESPONSIBILITIES
- 8 TIME
- 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 UNCOVERING AND CORRECTION OF WORK
- 12 COPYRIGHTS AND LICENSES
- 13 TERMINATION OR SUSPENSION
- 14 CLAIMS AND DISPUTE RESOLUTION
- 15 MISCELLANEOUS PROVISIONS
- 16 SCOPE OF THE AGREEMENT

TABLE OF EXHIBITS

- A DESIGN-BUILD AMENDMENT
- B INSURANCE AND BONDS
- C PRELIMINARY SCOPE OF WORK
- D PRELIMINARY COST ESTIMATE
- E PRELIMINARY SITE PLAN
- F PRELIMINARY FLOOR PLAN
- G PRELIMINARY BUILDING ELEVATION
- H FORM 1295
- I FORM CIQ
- J NON-COLLUSION AFFIDAVIT
- K PROHIBITION ON BOYCOTTING ISRAEL VERIFICATION, DOING BUSINESS WITH CERTAIN COMPANIES, BOYCOTTING ENERGY COMPANIES AND DISCRIMINATING AGAINST FIREARMS
- L OWNER'S PREVAILING WAGE RATE

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

(Paragraphs deleted)

§ 1.1.1 The Owner's program for the Project:

See Scope of Work attached as Exhibit C

§ 1.1.2 The Owner's design requirements for the Project and related documentation:

(Paragraph deleted)

See Scope of Work attached as Exhibit C

§ 1.1.3 The Project's physical characteristics: Please reference Scope of Work

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

See Scope of Work attached as Exhibit C

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:

(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141™-2014, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner's Sustainable Objective.)

N/A

§ 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are as follows:

(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)

N/A

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is

(Paragraphs deleted)

\$ _____, as set forth in Exhibit D – Preliminary Cost Estimate dated _____.

§ 1.1.7

(Paragraphs deleted)

[Intentionally Omitted].

§ 1.1.8 The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:

.1 Architect

Tom Baiker, A.I.A.
S.L.I. Design, Inc.
15810 Park Ten Place
Suite 300
Houston, Texas 77084

.2 Consultants

TBD

.3 Contractors

TBD

§ 1.1.9 Additional Owner's Criteria upon which the Agreement is based:

N/A

§ 1.1.10 The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 1.1.10.1 If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

§ 1.1.11 If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 1.1.12 If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:
(List name, address and other information.)

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:
(Paragraphs deleted)

§ 1.2.3 The Owner will retain the following consultants and separate contractors:
(List discipline, scope of work, and, if known, identify by name and address.)

TBD by owner

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:
(List name, address and other information.)

S.L.I. Group, Inc.
Brett Lucksinger
15810 Park Ten Place, Suite 300
Houston, Texas 77084

§ 1.2.5 The Owner and Design-Builder shall notify the other in writing within 10 days of any change to a representative named in §§ 1.2.1 and 1.2.4 above.

§ 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 14.4

Jefferson

Litigation in a court of competent jurisdiction within Montgomery County, Texas subject to the condition precedent of mediation as required by Section 14.3.

Init.

[] Other: *(Specify)*

§ 1.4 Definitions

(Paragraph deleted)

§ 1.4.2 **The Contract.** The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.3 **The Work.** The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

§ 1.4.4 **The Project.** The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

§ 1.4.5 **Instruments of Service.** Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

§ 1.4.6 **Submittal.** A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

§ 1.4.7 **Owner.** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

§ 1.4.8 **Design-Builder.** The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

§ 1.4.9 **Consultant.** A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 1.4.10 **Architect.** The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.11 **Contractor.** A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

§ 1.4.12 **Confidential Information.** Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential."

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§ 1.4.13 **Contract Time.** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

§ 1.4.14 **Day.** The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.15 **Contract Sum.** The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment

§ 2.1.1 Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:

(Paragraphs deleted)

See Exhibit D

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants and Contractors, if any, are set forth below.

N/A

(Table deleted)

§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Contractors, as follows:

(Paragraphs deleted)

Expenses are included in Section 2.1.1 –

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of zero percent (0 %) of the expenses incurred, except for expenditures due to errors and/or omission of any individual or entity other than the Owner or as directed by the Owner.

N/A

§ 2.1.4 Payments to the Design-Builder Prior To Execution of Design-Build Amendment

§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice in accordance with Chapter 2251, Texas Government Code. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.

(Paragraphs deleted)

Design-Builder shall submit a schedule of values for Owner's approval, and invoices shall be submitted according to the performance of the Work consistent with the agreed schedule of values.

§ 2.1.4.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

§ 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment

§ 2.2.1 The Owner is not obligated to pay any deposit or make any advance payments for any portion of the Work under the Design-Build Agreement, to include but not limited to surveys, materials, transportation, or equipment rental.

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§ 2.2.2 For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment. The Owner may pay for materials on hand, provided such materials are field verified by the Owner's staff and supply tickets are submitted with the project name, location, and address. All materials must be properly secured and insured. The Design-Builder shall bear full responsibility for any loss or theft of such materials.

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities and as required or directed by any utility provider. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, or as required by any utility provider, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they reasonably believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.1.5 **General Consultation.** The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals.

§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Progress Reports

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a weekly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Responses to requests for information to be provided by the Owner;
- .5 Approved Change Orders and Change Directives;

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- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;
- .8 Status report of Work rejected by the Owner;
- .9 Status of Claims previously submitted in accordance with Article 14;
- .10 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- .11 Current Project cash-flow and forecast reports; and
- .12 Additional information as agreed to by the Owner and Design-Builder.

(Paragraphs deleted)

§ 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information and written approval a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.1.10 Certifications. Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 3.1.11 Design-Builder's Submittals

§ 3.1.11.1 Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

§ 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature

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and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 3.1.12 Warranty. The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Design-Builder's express warranty herein shall be in addition to, and not in lieu of, any other remedies Owner may have under the Contract, at law or in equity, for defective Work.

§ 3.1.13 Royalties, Patents and Copyrights

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, to include the Owner's elected official, officers, agents and employees, and the Owner's separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

§ 3.1.14 Indemnification

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's elected officials, officers, agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14.

§ 3.1.14.2 The indemnification obligation under this Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.1.15 Contingent Assignment of Agreements

§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 3.1.16 **Design-Builder's Insurance and Bonds.** The Design-Builder shall purchase and maintain insurance naming the Owner as an insured, to include but not limited to Builder's Risk Insurance, and provide bonds as set forth in Exhibit B.

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design Builder has reviewed the Owner's Criteria and developed a Conceptual Site Plan and Floor plan Design with a preliminary cost estimate. The Owner has reviewed and approved the Conceptual Site Plan and Floor plan Design and Preliminary Cost Estimate attached hereto as Exhibit "D". The Preliminary Cost Estimate shall be within 10% of the Design-Builder's Proposal, not including changes in the scope of work or increases in material/labor costs due to epidemics, war or delays not caused by Design Builder and that could not have been reasonably anticipated by Design-Builder.

(Paragraphs deleted)

§ 4.3 Preliminary Design

§ 4.3.1 The Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

- .1 Confirmation of the allocations of program functions;
- .2 Site plan;
- .3 Building plans, sections and elevations;
- .4 Structural system;
- .5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
- .6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

- .1 A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based, and a written statement of estimated costs in CSI Format;

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- .2 The proposed Contract Sum, including the compensation method;
- .3 The proposed date the Design-Builder shall achieve Substantial Completion;
- .4 An enumeration of any qualifications and exclusions, if applicable;
- .5 A list of the Design-Builder's key personnel, Contractors and suppliers; and
- .6 The date on which the Design-Builder's Proposal expires.

§ 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 5.1 Construction Documents

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

§ 5.2 Construction

§ 5.2.1 Commencement. Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

§ 5.2.2 If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

§ 5.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 5.3 Labor and Materials

§ 5.3.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

§ 5.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

§ 5.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 5.4 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect. The Design Builder recognizes that Owner is a governmental, tax-free entity and shall

work with Owner to obtain appropriate tax exemption certificate(s) or other similar evidence and ensure that no taxes are improperly assessed.

§ 5.5 Permits, Fees, Notices and Compliance with Laws

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

§ 5.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

§ 5.5.3 Concealed or Unknown Conditions. If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 7 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

§ 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

§ 5.6 Allowances

§ 5.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 5.7 Key Personnel, Contractors and Suppliers

§ 5.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

§ 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3 Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3.1 If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

§ 5.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

§ 5.9 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 5.10 Cutting and Patching

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

§ 5.11 Cleaning Up

§ 5.11.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 5.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

§ 5.12 Access to Work

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

§ 5.13 Construction by Owner or by Separate Contractors

§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 5.13.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

§ 5.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

§ 5.13.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

§ 5.13.1.4 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

§ 5.14 Mutual Responsibility

§ 5.14.1 The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

§ 5.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction provided the Owner has provided prompt written notice to Design-Builder upon the occurrence of any such event or omission that caused or is likely to cause such delays or damage or upon such time as Owner, in the exercise of reasonable care, should have discovered same. . The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction, provided the Design Builder has provided prompt written notice to Owner upon the occurrence of any such event or omission that caused or is likely to cause such delays or damage or upon such time as Design Builder, in the exercise of reasonable care, should have discovered same.

§ 5.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

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§ 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 6.3.7.

§ 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

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§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .6 Additional costs of supervision and field office personnel directly attributable to the change.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have such authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization as has been designated by the Owner's governing body.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

§ 7.2.3 The Owner, with the Design Builder's assistance, shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

§ 7.2.7 Prior to the execution of the Design-Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 7.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 7.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 7.2.10 The Owner shall purchase and maintain insurance as set forth in Exhibit B.

§ 7.3 Submittals

§ 7.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for

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determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken within seven (7) days, provided the Owner may request a reasonable extension in light of special circumstances (not to exceed three (3) additional days). If the Owner has not taken action within seven (7) days or by the extended deadline, whichever is later, then the Submittal shall be deemed approved by the Owner. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 7.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

§ 7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

§ 7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

7.9.1 After the Work or any portion thereof has stopped prior to final completion, the Owner may make necessary emergency repairs to the Work if necessary to prevent further damage if the Design-Builder does not respond to a written notice of a condition requiring repairs within three (3) business days. Design-Builder shall be responsible to Owner for this cost if the reason for the repairs is defects in the work provided by the Design-Builder or any of the

Design-Builder's consultants, Contractors, suppliers, or materialmen. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment.

§ 9.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment. The Owner may object if such schedule is not commercially reasonable, and upon such objection, the Design Builder shall amend same to make it commercially reasonable.

9.2.2 In order to facilitate the review of Applications for Payment, the Schedule of Values shall include Design-Builder's cost for the latest CSI divisions of specifications.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect five percent (5%) retainage. Application for Payment must include a Affidavit of All Bills Paid and a Release of Lien. Release of Surety required for Final Application for Payment. The Contractor shall submit Applications for Payment using AIA Documents G702-1992 and G703-1992 Application and Certificate for Payment. All blanks in the form must be completed. Contractor agrees that, for purposes of Texas Government Code section 2251.042, receipt of the Application for Payment by the Architect shall not be construed as receipt of an invoice by the Owner. Contractor further agrees that Owner's receipt of the Architect's Certificate for Payment shall be construed as a receipt of an invoice by the Owner, for purposes of Texas Government Code section 2251.042.

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§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work. No work, material, or equipment covered by an Application for Payment shall be subject to an agreement under which an interest is retained (except for contractual retainage), or an encumbrance is attached by the seller, the Design-Builder, or other party. DESIGN-BUILDER SHALL INDEMNIFY AND HOLD OWNER AND OWNER'S ELECTED OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTEREST, OR ENCUMBRANCES FILED BY THE DESIGN-BUILDER, CONTRACTORS, OR ANYONE CLAIMING BY, THROUGH, OR UNDER THE DESIGN-BUILDER OR CONTRACTOR FOR ITEMS COVERED BY PAYMENTS MADE BY THE OWNER TO DESIGN-BUILDER.

9.3.3.1 In each Request for Payment, Design-Builder shall certify that there are no known mechanics' or materialmen's liens outstanding at the date of this requisition, that all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current application and that except for such bills not paid but so included, there is no known basis for the filling of any mechanics' or materialmen's liens on the Work, and that releases from all contractors have been obtained in such form as to constitute an effective release of lien under the laws of the State of Texas covering all Work theretofore performed and for which payment has been made by Owner to Contractor.

9.3.4 Progress Payments: An updated construction schedule shall accompany all payment requests. The Owner will review the submitted schedule on a monthly basis for any proposed changes. All schedule modifications must receive written approval/denial from the Owner.

§ 9.4 Certificates for Payment

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The

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Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 defective Work, including design and construction, not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Design-Build Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 9.6 Progress Payments

§ 9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner. Owner is not obligated to monitor payments to subconsultants and subcontractors, and nothing in this section shall create any right on the part of a subconsultant or subcontractor against Owner. If the Design-Builder has failed to make payment promptly to the Design-Builder's Architect, Consultant, Contractor, or other person or entity or for materials or labor used in the Work for which the Owner has made payment to the Design-Builder, the Owner shall be entitled to withhold payment to the Design-Builder in part or in whole to the extent necessary to protect the Owner. If the Owner becomes aware that Design-Builder is not current in its legitimate obligations to each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder on the Project, Owner may (but is not obligated to) withhold payment until it receives reasonable proof from the Contractor that this situation no longer exists.

§ 9.6.3 The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

§ 9.6.4 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

§ 9.6.5 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.7 Failure of Payment

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

§ 9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. Final Completion shall be within 60 days of Substantial Completion. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall not constitute a waiver of Claims by the
(Paragraphs deleted)
Owner.

§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

§ 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property. If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 [Intentionally Deleted]

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall be responsible for all cost and expense thereby incurred

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

§ 11.1 Uncovering of Work

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

§ 11.2 Correction of Work

§ 11.2.1 **Before or After Substantial Completion.** The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work,

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including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

§ 11.2.2 After Substantial Completion

§ 11.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

§ 11.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 11.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

§ 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

§ 11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 12 COPYRIGHTS AND LICENSES

§ 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

§ 12.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts properly due, and (2) provide the Architect, Consultant and Contractor with the Owner's written agreement to release the Architect, Consultant and Contractor from all costs and expenses related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the Design-Builder and the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 13.1.1 If the Owner fails to make payments to the Design-Builder for any undisputed amounts for the Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for any undisputed amounts for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' written notice.

§ 13.1.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 13.1.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Design-Builder for the Owner's convenience and without cause.

§ 13.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1. Such compensation shall not include overhead and profit except as already earned prior to the date of termination.

§ 13.2 Termination or Suspension Following Execution of the Design-Build Amendment

§ 13.2.1 Termination by the Design-Builder

§ 13.2.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment for undisputed amounts on a Certificate for Payment within the time stated in the Design-Build Documents; or
- .4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

§ 13.2.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for undisputed amounts for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages. Such compensation shall not include overhead and profit except as already earned prior to the date of termination.

§ 13.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

§ 13.2.2 Termination by the Owner For Cause

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder

- .1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- .2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- .3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- .4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

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.5 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice to cure such breach, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

§ 13.2.3 Suspension by the Owner for Convenience

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 13.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 13.2.4 Termination by the Owner for Convenience

§ 13.2.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, including reasonable overhead and profit on Work already executed.

ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

§ 14.1 Claims

§ 14.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 14.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

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§ 14.1.2 Time Limits on Claims. The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

§ 14.1.3 Notice of Claims

§ 14.1.3.1 Prior To Final Payment. Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 14.1.3.2 Claims Arising After Final Payment. After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.

§ 14.1.4 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 14.1.5 Claims for Additional Cost. If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 14.1.6 Claims for Additional Time

§ 14.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 14.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 14.1.7 Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ 14.2 Initial Decision

§ 14.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

§ 14.2.2 Procedure

§ 14.2.2.1 Claims Initiated by the Owner. If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 14.2.2.2 Claims Initiated by the Design-Builder. If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

§ 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

§ 14.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 14.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

§ 14.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 14.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 14.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 14.3 Mediation

§ 14.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3.2 The parties shall endeavor to resolve their Claims by mediation which shall be conducted by a mutually agreed mediator. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

§ 14.3.3 The party demanding mediation under Section 14.3 shall pay the mediator's fee and any filing fees unless otherwise agreed to by the parties in writing. The mediation shall be held in the municipality where the Project is located. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

(Paragraphs deleted)

§ 14.4 Intentionally deleted.

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§ 14.4.4 Intentionally deleted.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located .

§ 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 15.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 15.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 15.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder. As required by the provisions of Texas Government Code, Section 2269.058(a), the Owner shall provide or contract for the construction materials engineering, testing, and inspection services and the verification testing services necessary for acceptance of the facility by the Owner. To the extent that any of the provisions of this Section 15.5 or other provisions of this Agreement conflict with any of the provisions of Section 2269.058(a) such conflict is unintentional, and the provisions of the Texas Government Code shall control.

§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 15.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract. Further, the parties recognize that Owner, as a Texas governmental entity, is subject to the Texas Public Information Act, and, as such, shall disclose documents as required under such law or as required by the Texas Attorney General, a court of competent jurisdiction, or another agency of competent jurisdiction, provided that prior to making any such disclosure, Owner shall notify Design-Builder so that Design-Builder can seek any appropriate legal or equitable relief to prevent such disclosure.

§ 15.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 15.8 Interpretation

§ 15.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 15.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

15.9 Other Provisions:

15.9.1 Intentionally deleted.

15.9.2 **Wage Rates – Prevailing:** In compliance with applicable laws of the State of Texas, Chapter 2258 of the Texas Government Code, the building construction wage rates adopted by the Owner are as set forth in a separate addendum. The Design Builder and each Contractor shall pay to all laborers, workers, and mechanics employed by them in the

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execution of this Contract not less than such rates for each craft or type of workers or mechanic needed to execute the Contract. If it becomes necessary to employ any person in a trade or occupation not herein listed, such person shall be paid not less than an hourly rate fairly comparable to the rates shown hereinafter. Owner shall withhold from payments to Design Builder any amounts as required by Chapter 2258.051 of the Texas Government Code for violations of this provision.

15.9.3 Liquidated Damages: The parties hereto agree that time is of the essence in all phases of the Work under this Contract and that the pecuniary damages which would be suffered by the Owner if the Design-Builder does not substantially complete all work called for in this Contract by the date specified in this Contract (and/or the Design-Build Amendment) are in their very nature difficult of ascertainment. It is, therefore, expressly agreed as a part of the consideration inducing the Owner to execute this Contract that the Owner may deduct from the final payment made to the Design Builder a sum equal to the amounts listed below for each phase of work. Liquidated damages for the Project shall be established as \$1,000 per day for each and every calendar day (including Saturdays, Sundays, and holidays) that the Work is not Substantially Complete beyond the Substantial Completion date. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the work is not Substantially Complete within the agreed time, or within the legally extend time, if any, otherwise provided herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damage being caused by additional compensation to personnel, or loss of interest on money, inconvenience, disruption of the public purpose of Owner, moving costs, loss of use, and other miscellaneous increased costs, all of which are difficult of ascertainment. The total aggregate liquidated damages under this section shall not exceed ten percent (10%) of the Contract Sum.

15.9.3 The Architect designated in Article 1.2.2 shall, as requested by Owner, be provided copies and/or access to all documents, submittals, Work Product and other materials to be provided to Owner under this Agreement in accordance with the same timelines established for provision to Owner, and as requested by Owner, shall have all such access and similar rights to inspect the Work and site as are granted to Owner under this Agreement and at law. Owner shall receive such advice and consultation from said Architect as is required by Tex. Gov't Code 2269 and as deemed appropriate by Owner in relation to the Project. Design Builder shall timely respond to and provide such access in a prompt manner as requested by Owner during the course of the Project.

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

15.9.5 By signing this Agreement, the undersigned certifies as follows: "Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in the contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate.

15.9.6 No delay or omission by Owner in exercising any right or power accruing upon the noncompliance or failure of performance by the Design-Builder of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver of any breach by either of the parties of any covenant, condition or agreement shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

15.9.7 Design-Builder stipulates that Owner is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

15.9.18 This Agreement is subject to all applicable federal and state laws, rules, and regulations. Invalidity of any portion of this Agreement under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of this Agreement. Governing law and venue shall be as specified in the General Conditions of the Contract.

15.9.9 The Contract is entered into by and between the Owner and Design-Builder and for their benefit. There is no intent by the either the Owner or the Design-Builder to create or establish third party beneficiary status or rights in any third party and no such third party shall have any right to enforce any right or enjoy any benefit created or established under the Contract.

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15.10 CONTRACTING INFORMATION

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

ARTICLE 16 INSURANCE AND BONDS

The Design-Builder shall purchase and maintain insurance and provide bonds in the amount set forth in Exhibit B to this Contract.

16.1.1 The Owner requires the Design-Builder to furnish payment and performance bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract in a total amount equal to 100% of the Contract Sum and in conformity with applicable law. All bonds shall be issued by a surety company licensed, listed, and authorized to issue bonds in the State of Texas by the Texas Department of Insurance. The surety company may be required by the Owner to have a rating of not less than "B" in the latest edition of Best's Insurance Reports, Property-Casualty. The surety company shall provide, if requested, information on bonding capacity, other projects under coverage and shall provide proof to establish adequate financial capacity for the Project. Should the bond amount be in excess of ten percent (10%) of the surety company's capital and surplus, the surety company issuing the bond shall certify that the surety company has acquired reinsurance, in a form and amount acceptable to the

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Owner, to reinsure the portion of the risk that exceeds ten percent (10%) of the surety company's capital and surplus with one or more reinsurers who are duly authorized and admitted to do business in Texas and that amount reinsured by a reinsurer does not exceed ten percent (10%) of the reinsurers capital and surplus.

16.1.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Design-Builder shall promptly furnish a copy of the bonds or shall permit a copy to be made.

16.1.3 The Design-Builder shall deliver the required Bonds to the Owner not later than the date of the preconstruction meeting if the Contract has been executed by Owner. All Bonds will be reviewed by the Owner for compliance with the Contract Documents prior to the execution of the Contract.

16.1.4 All bonds shall be originals. The Design-Builder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney. The name, address, and telephone number of a contact person for the Bonding Company shall be provided.

16.1.5 Bonds shall guarantee the faithful performance of all the covenants, stipulations, and agreements of the Contract. Bonds shall be signed by an agent resident in the State of Texas and date of bond shall be the date of execution of the Contract. If at any time during the continuance of the Contract, the surety of the Design-Builder's bonds becomes insufficient, the Owner shall have the right to require additional and sufficient sureties which the Design-Builder shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof, all payment or money due to the Design-Builder may be withheld until Design-Builder provides additional surety.

16.1.6 It is distinctly understood that no mechanic, contractor, Design-Builder, materialman, vendor, artisan or laborer, skilled or unskilled, shall have, claim or acquire any lien upon the Project or any of the improvements in the Project, nor upon any of the land upon which the Project is located.

ARTICLE 17 SCOPE OF THE AGREEMENT

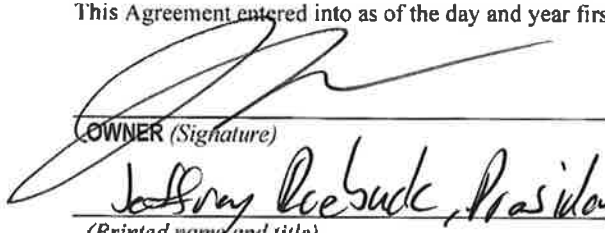
§ 17.1 This Agreement is comprised of the following documents listed below:

- .1 AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder
- .2 AIA Document A141™-2014, Exhibit A, Design-Build Amendment, to be executed with the final proposal cost at a later date in substantially the same form as attached hereto
- .4 Other:

Title		Date
Insurance and Bonds	(Exhibit "B")	May 4, 2026
Preliminary Scope of Work	(Exhibit "C")	May 1, 2026
Preliminary Cost Estimate	(Exhibit "D")	April 30, 2026
Preliminary Site Plan	(Exhibit "E")	May 4, 2026
Preliminary Floor Plan	(Exhibit "F")	May 1, 2026
Preliminary Building Elevation	(Exhibit "G")	May 1, 2026
Form 1295	(Exhibit "H")	February 18, 2026
Form CIQ	(Exhibit "I")	July 8, 2025
Non-Collusion Affidavit	(Exhibit "J")	May 4, 2026
Prohibition on Boycotting Israel Verification, Doing Business with Certain Companies, Boycotting Energy Companies and Discriminating Against Firearms	(Exhibit "K")	May 4, 2026
Owner's Prevailing Wage Rates	(Exhibit "L")	April 20, 2026

Init.

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


OWNER (Signature)

Jeffrey Beebe, President
(Printed name and title)


DESIGN-BUILDER (Signature)

Todd Lucksinger, Principal
(Printed name and title)

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(1399155785)

Additions and Deletions Report for AIA® Document A141® – 2014

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PAGE 1

AGREEMENT made as of the 5th day of May in the year 2026

...

Jefferson County ESD 4
12880 FM 365 Rd
Beaumont, TX 77705

...

S.L.I. Design, Inc.
15810 Park Ten Place, Suite 300
Houston, TX 77083
(713) 465-4650

...

(Name, location and detailed description) Jefferson County ESD4 Fire Station No. 2
Fannett Site

PAGE 2

- B** INSURANCE AND BONDS
- C** PRELIMINARY SCOPE OF WORK
- D** PRELIMINARY COST ESTIMATE
- E** PRELIMINARY SITE PLAN
- F** PRELIMINARY FLOOR PLAN
- G** PRELIMINARY BUILDING ELEVATION
- H** FORM 1295
- I** FORM CIQ
- J** NON-COLLUSION AFFIDAVIT
- C** SUSTAINABLE PROJECT\$K PROHIBITION ON BOYCOTTING ISRAEL VERIFICATION, DOING
BUSINESS WITH CERTAIN COMPANIES, BOYCOTTING ENERGY COMPANIES AND DISCRIMINATING AGAINST
FIREARMS
- L** OWNER'S PREVAILING WAGE RATE

PAGE 3

~~This Agreement is based on the Owner's Criteria set forth in this Section 1.1.~~

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(1399155785)

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)

...

(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)

See Scope of Work attached as Exhibit C

...

(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

See Scope of Work attached as Exhibit C

§ 1.1.3 The Project's physical characteristics: Please reference Scope of Work

...

See Scope of Work attached as Exhibit C

...

N/A

...

N/A

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is ~~set forth below:~~

(Provide total for Owner's budget, and if known, a line item breakdown of costs.)

\$ _____, as set forth in Exhibit D – Preliminary Cost Estimate dated

§ 1.1.7 ~~The Owner's design and construction milestone dates:~~

~~.1 — Design phase milestone dates:~~

~~.2 — Submission of Design-Builder Proposal:~~

~~.3 — Phased completion dates:~~

~~.4 — Substantial Completion date:~~

5— Other milestone dates:

[Intentionally Omitted]

...

~~(List name, legal status, address and other information.)~~

...

Tom Baiker, A.I.A.
S.L.I. Design, Inc.
15810 Park Ten Place
Suite 300
Houston, Texas 77084

TBD
PAGE 4

TBD

...

~~(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)~~

N/A

...

~~§ 1.1.12 If the Owner and Design-Builder and Contractor intend to transmit Instruments of Service or any other information or documentation in digital form, or utilize building information modeling, they shall endeavor to establish written protocols governing the development, use, transmission, reliance, and exchange of digital data, including building information modeling, they shall endeavor to establish necessary protocols governing such transmissions.~~

...

~~(List name, address and other information.)~~

...

TBD by owner

...

S.L.I. Group, Inc.
Brett Lucksinger
15810 Park Ten Place, Suite 300
Houston, Texas 77084

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party. The Owner and Design-Builder shall notify the other in writing within 10 days of any change to a representative named in §§ 1.2.1 and 1.2.4 above.

...

[] Litigation in a court of competent jurisdiction within Montgomery County, Texas subject to the condition precedent of mediation as required by Section 14.3.

PAGE 5

~~§ 1.4.1 Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.~~

PAGE 6

(Insert amount of, or basis for, compensation, including compensation for any Sustainability Services, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)

See Exhibit D

...

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

N/A

<u>Individual or Position</u>	<u>Rate</u>
-------------------------------	-------------

...

- | | |
|--------------|---|
| 1 | Transportation and authorized out-of-town travel and subsistence; |
| 2 | Dedicated data and communication services, teleconferences, Project web sites, and extranets; |
| 3 | Fees paid for securing approval of authorities having jurisdiction over the Project; |
| 4 | Printing, reproductions, plots, standard form documents; |
| 5 | Postage, handling and delivery; |
| 6 | Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner; |
| 7 | Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner; |
| 8 | All taxes levied on professional services and on reimbursable expenses; and |
| 9 | Other Project-related expenditures, if authorized in advance by the Owner. <u>Expenses are included in Section 2.1.1 -</u> |

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of percent (~~—~~%) of the expenses incurred. zero percent (0 %) of the expenses incurred, except for expenditures due to errors and/or omission of any individual or entity other than the Owner or as directed by the Owner.

N/A

...

§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice. ~~Amounts unpaid (—) invoice in accordance with Chapter 2251, Texas Government Code. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.~~

~~(Insert rate of monthly or annual interest agreed upon.)~~

~~—%— Design-Builder shall submit a schedule of values for Owner's approval, and invoices shall be submitted according to the performance of the Work consistent with the agreed schedule of values.~~

...

~~For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.~~

§ 2.2.1 ~~The Owner is not obligated to pay any deposit or make any advance payments for any portion of the Work under the Design-Build Agreement, to include but not limited to surveys, materials, transportation, or equipment rental.~~

§ 2.2.2 ~~For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment. The Owner may pay for materials on hand, provided such materials are field verified by the Owner's staff and supply tickets are submitted with the project name, location, and address. All materials must be properly secured and insured. The Design-Builder shall bear full responsibility for any loss or theft of such materials.~~

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§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, ~~authorities and as required or directed by any utility provider.~~ If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, ~~or as required by any utility provider,~~ the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they reasonably believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

...

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. ~~The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.~~

...

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a ~~monthly~~ weekly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

PAGE 8

§ 3.1.8.2 ~~In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:~~

- ~~1— Design-Builder's work force report;~~
- ~~2— Equipment utilization report; and~~

~~3 — Cost summary, comparing actual costs to updated cost estimates.~~

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information and written approval a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

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§ 3.1.12 **Warranty.** The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Design-Builder's express warranty herein shall be in addition to, and not in lieu of, any other remedies Owner may have under the Contract, at law or in equity, for defective Work.

...

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the ~~Owner and its Owner, to include the Owner's elected official, officers, agents and employees, and the~~ Owner's separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

...

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's elected officials, officers, agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14.

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§ 3.1.16 **Design-Builder's Insurance and Bonds.** The Design-Builder shall purchase and maintain insurance naming the Owner as an insured, to include but not limited to Builder's Risk Insurance, and provide bonds as set forth in Exhibit B.

...

~~§ 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the~~

~~Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues. Design Builder has reviewed the Owner's Criteria and developed a Conceptual Site Plan and Floor plan Design with a preliminary cost estimate. The Owner has reviewed and approved the Conceptual Site Plan and Floor plan Design and Preliminary Cost Estimate attached hereto as Exhibit "D". The Preliminary Cost Estimate shall be within 10% of the Design-Builder's Proposal, not including changes in the scope of work or increases in material/labor costs due to epidemics, war or delays not caused by Design Builder and that could not have been reasonably anticipated by Design-Builder.~~

~~§ 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include~~

- ~~1 allocations of program functions, detailing each function and their square foot areas;~~
- ~~2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;~~
- ~~3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner; and~~
- ~~4 the following:
(List additional information, if any, to be included in the Design-Builder's written report.)~~

~~§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.~~

~~§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:~~

~~...~~

- ~~1 A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based; based, and a written statement of estimated costs in CSI Format;~~
- ~~2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum; method;~~

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The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect. The Design Builder recognizes that Owner is a governmental, tax-free entity and shall work with Owner to obtain appropriate tax exemption certificate(s) or other similar evidence and ensure that no taxes are improperly assessed.

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§ 5.5.3 Concealed or Unknown Conditions. If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than ~~21~~7 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease

in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

PAGE 14

§ 5.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective ~~construction~~, provided the Owner has provided prompt written notice to Design-Builder upon the occurrence of any such event or omission that caused or is likely to cause such delays or damage or upon such time as Owner, in the exercise of reasonable care, should have discovered same. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective ~~construction~~, provided the Design Builder has provided prompt written notice to Owner upon the occurrence of any such event or omission that caused or is likely to cause such delays or damage or upon such time as Design Builder, in the exercise of reasonable care, should have discovered same.

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§ 7.1.1 The Owner shall designate in writing a representative who shall have ~~express such~~ authority to bind the Owner with respect to all Project matters requiring the Owner's approval or ~~authorization~~, authorization as has been designated by the Owner's governing body.

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§ 7.2.3 ~~The Owner~~, with the Design Builder's assistance, shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

...

§ 7.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken ~~in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review, within seven (7) days, provided the Owner may request a reasonable extension in light of special circumstances (not to exceed three (3) additional days). If the Owner has not taken action within seven (7) days or by the extended deadline, whichever is later, then the Submittal shall be deemed approved by the Owner.~~ The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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7.9.1 After the Work or any portion thereof has stopped prior to final completion, the Owner may make necessary emergency repairs to the Work if necessary to prevent further damage if the Design-Builder does not respond to a written notice of a condition requiring repairs within three (3) business days. Design-Builder shall be responsible to Owner for this cost if the reason for the repairs is defects in the work provided by the Design-Builder or any of the Design-Builder's consultants, Contractors, suppliers, or materialmen. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

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Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported

by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment. The Owner may object if such schedule is not commercially reasonable, and upon such objection, the Design Builder shall amend same to make it commercially reasonable.

9.2.2 In order to facilitate the review of Applications for Payment, the Schedule of Values shall include Design-Builder's cost for the latest CSI divisions of specifications.

...

§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents. ~~five percent (5%) retainage.~~ Application for Payment must include a Affidavit of All Bills Paid and a Release of Lien. Release of Surety required for Final Application for Payment. The Contractor shall submit Applications for Payment using AIA Documents G702-1992 and G703-1992 Application and Certificate for Payment. All blanks in the form must be completed. Contractor agrees that, for purposes of Texas Government Code section 2251.042, receipt of the Application for Payment by the Architect shall not be construed as receipt of an invoice by the Owner. Contractor further agrees that Owner's receipt of the Architect's Certificate for Payment shall be construed as a receipt of an invoice by the Owner, for purposes of Texas Government Code section 2251.042.

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§ 9.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work. No work, material, or equipment covered by an Application for Payment shall be subject to an agreement under which an interest is retained (except for contractual retainage), or an encumbrance is attached by the seller, the Design-Builder, or other party. DESIGN-BUILDER SHALL INDEMNIFY AND HOLD OWNER AND OWNER'S ELECTED OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTEREST, OR ENCUMBRANCES FILED BY THE DESIGN-BUILDER, CONTRACTORS, OR ANYONE CLAIMING BY, THROUGH, OR UNDER THE DESIGN-BUILDER OR CONTRACTOR FOR ITEMS COVERED BY PAYMENTS MADE BY THE OWNER TO DESIGN-BUILDER.

9.3.3.1 In each Request for Payment, Design-Builder shall certify that there are no known mechanics' or materialmen's liens outstanding at the date of this requisition, that all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current application and that except for such bills not paid but so included, there is no known basis for the filing of any mechanics' or materialmen's liens on the Work, and that releases from all contractors have been obtained in such form as to constitute an effective release of lien under the laws of the State of Texas covering all Work theretofore performed and for which payment has been made by Owner to Contractor.

9.3.4 Progress Payments: An updated construction schedule shall accompany all payment requests. The Owner will review the submitted schedule on a monthly basis for any proposed changes. All schedule modifications must receive written approval/denial from the Owner.

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§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each

Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner. Owner is not obligated to monitor payments to subconsultants and subcontractors, and nothing in this section shall create any right on the part of a subconsultant or subcontractor against Owner. If the Design-Builder has failed to make payment promptly to the Design-Builder's Architect, Consultant, Contractor, or other person or entity or for materials or labor used in the Work for which the Owner has made payment to the Design-Builder, the Owner shall be entitled to withhold payment to the Design-Builder in part or in whole to the extent necessary to protect the Owner. If the Owner becomes aware that Design-Builder is not current in its legitimate obligations to each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder on the Project, Owner may (but is not obligated to) withhold payment until it receives reasonable proof from the Contractor that this situation no longer exists.

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§ 9.10.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. Final Completion shall be within 60 days of Substantial Completion. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the ~~Contract, to the extent and in such form as may be designated by the Owner. Contract.~~ If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

...

§ 9.10.4 The making of final payment shall not constitute a waiver of Claims by the Owner ~~except those arising from~~
~~.1 — liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;~~
~~.2 — failure of the Work to comply with the requirements of the Design-Build Documents; or~~
~~.3 — terms of special warranties required by the Design-Build Documents. Owner.~~

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§ 10.3.3 ~~To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. [Intentionally Deleted]~~

...

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall ~~indemnify the Design-Builder~~ be responsible for all cost and expense thereby ~~incurred~~ incurred

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§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts properly due, and (2) provide the Architect, Consultant ~~or~~ and Contractor with the Owner's written agreement to ~~indemnify and hold harmless~~ release the Architect, Consultant ~~or~~ and Contractor from all costs and expenses, ~~including the cost of defense,~~ expenses related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the Design-Builder and the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

...

§ 13.1.1 If the Owner fails to make payments to the Design-Builder for any undisputed amounts for the Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for any undisputed amounts for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

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§ 13.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1. Such compensation shall not include overhead and profit except as already earned prior to the date of termination.

...

- .3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not

made payment for undisputed amounts on a Certificate for Payment within the time stated in the Design-Build Documents; or

...

§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for undisputed amounts for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages. Such compensation shall not include overhead and profit except as already earned prior to the date of termination.

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§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written ~~notice~~, notice to cure such breach, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

...

§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, ~~along with including~~ reasonable overhead and profit on ~~the Work not~~ Work already executed.

...

§ 14.1.1 **Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 14.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

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§ 14.3.2 The parties shall endeavor to resolve their Claims by mediation ~~which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement, which shall be conducted by a mutually agreed mediator.~~ A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. ~~The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

§ 14.3.3 ~~The parties shall share party demanding mediation under Section 14.3 shall pay the mediator's fee and any filing fees equally, unless otherwise agreed to by the parties in writing. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon, municipality where the Project is located.~~ Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

~~§ 14.4 Arbitration~~

~~§ 14.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~

~~§ 14.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

~~§ 14.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.~~

~~§ 14.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

~~§ 14.4.4 Consolidation or Joinder~~

~~§ 14.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 14.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 14.4.4.3 The Owner and Design Builder grant to any person or entity made a party to an arbitration conducted under this Section 14.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design Builder under this Agreement.~~

§ 14.4 Intentionally deleted.

§ 14.4.4 Intentionally deleted.

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The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.4.

...

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder. As required by the provisions of Texas Government Code, Section 2269.058(a), the Owner shall provide or contract for the construction materials engineering, testing, and inspection services and the verification testing services necessary for acceptance of the facility by the Owner. To the extent that any of the provisions of this Section 15.5 or other provisions of this Agreement conflict with any of the provisions of Section 2269.058(a) such conflict is unintentional, and the provisions of the Texas Government Code shall control.

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§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract. Further, the parties recognize that Owner, as a Texas governmental entity, is subject to the Texas Public Information Act, and, as such, shall disclose documents as required under such law or as required by the Texas Attorney General, a court of competent jurisdiction, or another agency of competent jurisdiction, provided that prior to making any such disclosure, Owner shall notify Design-Builder so that Design-Builder can seek any appropriate legal or equitable relief to prevent such disclosure.

...

15.9 Other Provisions:

15.9.1 Intentionally deleted.

15.9.2 Wage Rates – Prevailing: In compliance with applicable laws of the State of Texas, Chapter 2258 of the Texas Government Code, the building construction wage rates adopted by the Owner are as set forth in a separate addendum. The Design Builder and each Contractor shall pay to all laborers, workers, and mechanics employed by them in the execution of this Contract not less than such rates for each craft or type of workers or mechanic needed to execute the Contract. If it becomes necessary to employ any person in a trade or occupation not herein listed, such person shall be paid not less than an hourly rate fairly comparable to the rates shown hereinafter. Owner shall withhold from payments to Design Builder any amounts as required by Chapter 2258.051 of the Texas Government Code for violations of this provision.

15.9.3 Liquidated Damages: The parties hereto agree that time is of the essence in all phases of the Work under this Contract and that the pecuniary damages which would be suffered by the Owner if the Design-Builder does not substantially complete all work called for in this Contract by the date specified in this Contract (and/or the Design-Build Amendment) are in their very nature difficult of ascertainment. It is, therefore, expressly agreed as a part of the consideration inducing the Owner to execute this Contract that the Owner may deduct from the final payment made to the Design Builder a sum equal to the amounts listed below for each phase of work. Liquidated damages for the Project shall be established as \$1,000 per day for each and every calendar day (including Saturdays, Sundays, and holidays) that the Work is not Substantially Complete beyond the Substantial Completion date. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the work is not Substantially Complete within the agreed time, or within the legally extend time, if any, otherwise provided herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damage being caused by additional compensation to personnel, or loss of interest on money, inconvenience, disruption of the public purpose of Owner, moving costs, loss of use, and other miscellaneous increased costs, all of which are difficult of ascertainment. The total aggregate liquidated damages under this section shall not exceed ten percent (10%) of the Contract Sum.

15.9.3 The Architect designated in Article 1.2.2 shall, as requested by Owner, be provided copies and/or access to all documents, submittals, Work Product and other materials to be provided to Owner under this Agreement in accordance with the same timelines established for provision to Owner, and as requested by Owner, shall have all such access and similar rights to inspect the Work and site as are granted to Owner under this Agreement and at law. Owner shall receive such advice and consultation from said Architect as is required by Tex. Gov't Code 2269 and as deemed appropriate by Owner in relation to the Project. Design Builder shall timely respond to and provide such access in a prompt manner as requested by Owner during the course of the Project.

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

15.9.5 By signing this Agreement, the undersigned certifies as follows: "Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in the contract, bid, or application is not

ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate.

15.9.6 No delay or omission by Owner in exercising any right or power accruing upon the noncompliance or failure of performance by the Design-Builder of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver of any breach by either of the parties of any covenant, condition or agreement shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

15.9.7 Design-Builder stipulates that Owner is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

15.9.18 This Agreement is subject to all applicable federal and state laws, rules, and regulations. Invalidation of any portion of this Agreement under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of this Agreement. Governing law and venue shall be as specified in the General Conditions of the Contract.

15.9.9 The Contract is entered into by and between the Owner and Design-Builder and for their benefit. There is no intent by either the Owner or the Design-Builder to create or establish third party beneficiary status or rights in any third party and no such third party shall have any right to enforce any right or enjoy any benefit created or established under the Contract.

15.10 CONTRACTING INFORMATION

.1 By entering into this Contract, pursuant to Texas Government Code 552, Subchapter J, the Design Builder agrees to be bound by the following terms if the Contract has a stated expenditure of at least \$1,000,000 for the purchase of goods or services by the Owner or if the Contract results in the expenditure of at least \$1,000,000 in public funds for the purchase of goods or services by the Owner in a fiscal year of the Owner. If the Owner receives a written request for public information related to this Contract that is in the possession or custody of the Design Builder and not in the possession or custody of the Owner, the Owner shall send, not later than the third business day after the date the Owner receives the written request, a written request to the Architect that Architect provide that information to the Owner.

.2 The Design Builder must:

.1 Preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the Owner for the duration of the Contract;

.2 Promptly, within four business days, provide to the Owner any requested contracting information that is in the custody or possession of the Architect upon request of the Owner; and,

.3 On completion of the Contract, either:

.1 Provide to the Owner at no cost all contracting information related to the Contract that is in the custody or possession of the Design Builder; or

.2 Preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the Owner.

.3 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Design Builder agrees that the contract can be terminated if the Design Builder knowingly or intentionally fails to comply with the requirements of that subchapter.

.4 Further, under Texas Government Code Chapter 552.372(c), the Owner may not accept a bid for or awarding of a contract to an entity that the Owner has determined has knowingly or intentionally failed in a previous bid or contract to comply with Subchapter J, unless the Owner determines and documents that the entity has taken adequate steps to ensure future compliance.

- 5 If an Architect fails to provide to the Owner the requested information, Texas Government Code Chapter 552.373 requires the Owner to notify the Architect in writing of the failure and allow 10 business days to cure the violation. Owner may terminate the Contract if Design Builder fails to remedy the failure, Owner determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.

ARTICLE 16 INSURANCE AND BONDS

The Design-Builder shall purchase and maintain insurance and provide bonds in the amount set forth in Exhibit B to this Contract.

16.1.1 The Owner requires the Design-Builder to furnish payment and performance bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract in a total amount equal to 100% of the Contract Sum and in conformity with applicable law. All bonds shall be issued by a surety company licensed, listed, and authorized to issue bonds in the State of Texas by the Texas Department of Insurance. The surety company may be required by the Owner to have a rating of not less than "B" in the latest edition of Best's Insurance Reports, Property-Casualty. The surety company shall provide, if requested, information on bonding capacity, other projects under coverage and shall provide proof to establish adequate financial capacity for the Project. Should the bond amount be in excess of ten percent (10%) of the surety company's capital and surplus, the surety company issuing the bond shall certify that the surety company has acquired reinsurance, in a form and amount acceptable to the Owner, to reinsure the portion of the risk that exceeds ten percent (10%) of the surety company's capital and surplus with one or more reinsurers who are duly authorized and admitted to do business in Texas and that amount reinsured by a reinsurer does not exceed ten percent (10%) of the reinsurers capital and surplus.

16.1.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Design-Builder shall promptly furnish a copy of the bonds or shall permit a copy to be made.

16.1.3 The Design-Builder shall deliver the required Bonds to the Owner not later than the date of the preconstruction meeting if the Contract has been executed by Owner. All Bonds will be reviewed by the Owner for compliance with the Contract Documents prior to the execution of the Contract.

16.1.4 All bonds shall be originals. The Design-Builder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney. The name, address, and telephone number of a contact person for the Bonding Company shall be provided.

16.1.5 Bonds shall guarantee the faithful performance of all the covenants, stipulations, and agreements of the Contract. Bonds shall be signed by an agent resident in the State of Texas and date of bond shall be the date of execution of the Contract. If at any time during the continuance of the Contract, the surety of the Design-Builder's bonds becomes insufficient, the Owner shall have the right to require additional and sufficient sureties which the Design-Builder shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof, all payment or money due to the Design-Builder may be withheld until Design-Builder provides additional surety.

16.1.6 It is distinctly understood that no mechanic, contractor, Design-Builder, materialman, vendor, artisan or laborer, skilled or unskilled, shall have, claim or acquire any lien upon the Project or any of the improvements in the Project, nor upon any of the land upon which the Project is located.

ARTICLE 16—17 SCOPE OF THE AGREEMENT

§ 17.1 This Agreement is comprised of the following documents listed below:

- 1 AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder
- 2 AIA Document A141™-2014, Exhibit A, Design-Build Amendment, to be executed with the final proposal cost at a later date in substantially the same form as attached hereto
- 4 Other:

Title		Date
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User Notes:

<u>Insurance and Bonds</u>	(Exhibit "B")	May 4, 2026
<u>Preliminary Scope of Work</u>	(Exhibit "C")	May 1, 2026
<u>Preliminary Cost Estimate</u>	(Exhibit "D")	April 30, 2026
<u>Preliminary Site Plan</u>	(Exhibit "E")	May 4, 2026
<u>Preliminary Floor Plan</u>	(Exhibit "F")	May 1, 2026
<u>Preliminary Building Elevation</u>	(Exhibit "G")	May 1, 2026
<u>Form 1295</u>	(Exhibit "H")	February 18, 2026
<u>Form CIQ</u>	(Exhibit "I")	July 8, 2025
<u>Non-Collusion Affidavit</u>	(Exhibit "J")	May 4, 2026
<u>Prohibition on Boycotting Israel Verification, Doing Business with Certain Companies, Boycotting Energy Companies and Discriminating Against Firearms</u>	(Exhibit "K")	May 4, 2026
<u>Owner's Prevailing Wage Rates</u>	(Exhibit "L")	April 20, 2026

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

_____ <i>OWNER (Signature)</i>	_____ <i>DESIGN-BUILDER (Signature)</i>
_____ <i>(Printed name and title)</i>	_____ Todd Luckinger, Principal <i>(Printed name and title)</i>
_____ <i>OWNER (Signature)</i>	_____ <i>DESIGN-BUILDER (Signature)</i>
_____ <i>(Printed name and title)</i>	_____ <i>(Printed name and title)</i>

- § 16.1 This Agreement is comprised of the following documents listed below:
- .1 AIA Document A141™ 2014, Standard Form of Agreement Between Owner and Design-Builder
 - .2 AIA Document A141™ 2014, Exhibit A, Design-Build Amendment, if executed
 - .3 AIA Document A141™ 2014, Exhibit B, Insurance and Bonds
 - .4 AIA Document A141™ 2014, Exhibit C, Sustainable Projects, if completed
 - .5 AIA Document E202™ 2022, BIM Exhibit for Sharing Models with Project Participants, Where Model Versions May Not be Enumerated as a Contract Document, if completed, or the following:
- .6 Other:

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

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Todd Lucksinger, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:23:26 ET on 05/04/2026 under Order No. 500045971 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ – 2014, Standard Form of Agreement Between Owner and Design-Builder, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Principal

(Title)

5/4/26

(Dated)

DRAFT AIA® Document A141® - 2014

Exhibit A

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder dated the « » day of « » in the year « » (the "Agreement")
(In words, indicate day, month and year.)

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

«Jefferson County ESD4 Fire Station 2»
Fannett Site
« »

THE OWNER:
(Name, legal status and address)

Jefferson County ESD4
12880 FM 365 Rd
Beaumont, TX 77705
« »
« »

THE DESIGN-BUILDER:
(Name, legal status and address)

S.L.I. Design, Inc.
15810 Park Ten Place, Suite 300
Houston, TX 77083
(713) 465-4650
« »
« »

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

- A.1 CONTRACT SUM
- A.2 CONTRACT TIME
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS
- A.5 COST OF THE WORK

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment.

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.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.



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The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:
(Check the appropriate box.)

- Stipulated Sum, in accordance with Section A.1.2 below
- Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below
- Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

§ A.1.2 Stipulated Sum

§ A.1.2.1 The Stipulated Sum shall be (\$), subject to authorized adjustments as provided in the Design-Build Documents.

§ A.1.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)

§ A.1.2.3 Unit prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

N/A

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ A.1.3 Cost of the Work Plus Design-Builder's Fee

§ A.1.3.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.3.2 The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee, and the method for adjustment to the Fee for changes in the Work.)

§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price

§ A.1.4.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.4.2 The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)

§ A.1.4.3 Guaranteed Maximum Price

§ A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed (\$), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

(Insert specific provisions if the Design-Builder is to participate in any savings.)

«→N/A

§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price.

(Provide information below or reference an attachment.)

«→N/A

§ A.1.4.3.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)

«→N/A

§ A.1.4.3.4 Unit Prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

N/A

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

«→N/A

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last 25th day of the month, or as follows:

« »

§ A.1.5.1.3 Within ten (10) days of the Owner's receipt of a properly submitted and correct Application for Payment, the Owner shall make payment to the Design/Builder. Provided that an Application for Payment is received not later than the « » day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the « » day of the « » month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than « » (« ») days after the Owner receives the Application for Payment.

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

§ A.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments

attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ A.1.5.2 Progress Payments—Stipulated Sum

§ A.1.5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ A.1.5.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ~~five percent~~ (~~5%~~ %) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;
- .2 Add 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), less retainage of ~~five percent~~ (~~5%~~ %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 9.5 of the Agreement.

§ A.1.5.2.3 The progress payment amount determined in accordance with Section A.1.5.2.2 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.6 of the Agreement discusses release of applicable retainage upon Substantial Completion of Work.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 9.10.3 of the Agreement.

§ A.1.5.2.4 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.5.2.2.1 and A.1.5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)

§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee – N/A

§ A.1.5.3.1 Where the Contract Sum is based upon the Cost of the Work plus a fee without a Guaranteed Maximum Price, Applications for Payment shall show the Cost of the Work actually incurred by the Design-Builder through the end of the period covered by the Application for Payment and for which Design-Builder has made or intends to make actual payment prior to the next Application for Payment.

§ A.1.5.3.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take the Cost of the Work as described in Article A.5 of this Amendment;
- .2 Add the Design-Builder's Fee, less retainage of « » percent (« » %). The Design-Builder's Fee shall be computed upon the Cost of the Work described in the preceding Section A.1.5.3.2.1 at the rate stated in Section A.1.3.2; or if the Design-Builder's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in that Section bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract retainage of « » percent (« » %) from that portion of the Work that the Design-Builder self-performs;
- .4 Subtract the aggregate of previous payments made by the Owner;
- .5 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Subtract amounts, if any, for which the Owner has withheld or withdrawn a Certificate of Payment as provided in the Section 9.5 of the Agreement.

§ A.1.5.3.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors, and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price – N/A

§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price 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. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ A.1.5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Design-Builder's Fee, less retainage of « » percent (« » %). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of « » percent (« » %) from that portion of the Work that the Design-Builder self-performs;

- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

§ A.1.5.4.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors; and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than « » (« ») days from the date of this Amendment, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

«—» See Attachment I Master Project Schedule

Portion of Work

Substantial Completion Date

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

« »

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ A.3.1.2 The Specifications:

(Either list the specifications here or refer to an exhibit attached to this Amendment.)

«→ See Attachment I

Section	Title	Date	Pages

§ A.3.1.3 The Drawings:

(Either list the drawings here or refer to an exhibit attached to this Amendment.)

«→ See Attachment I

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Design-Builder's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages

Other identifying information:

« »

§ A.3.1.5 Allowances and Contingencies:

(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 Allowances

« »

.2 Contingencies

« »

§ A.3.1.6 Design-Builder's assumptions and clarifications:

« »

§ A.3.1.7 Deviations from the Owner's Criteria as adjusted by a Modification:

« »

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

« »

ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:
(Identify name, title and contact information.)

.1 Superintendent

« »

.2 Project Manager

« »

.3 Others

« »

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:
(List name, discipline, address and other information.)

« »

ARTICLE A.5 COST OF THE WORK – N/A

§ A.5.1 Cost To Be Reimbursed as Part of the Contract

§ A.5.1.1 Labor Costs

§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ A.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.

(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

Person Included	Status (full-time/part-time)	Rate (\$0.00)	Rate (unit of time)
-----------------	------------------------------	---------------	---------------------

§ A.5.1.1.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ A.5.1.1.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1.

§ A.5.1.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.

§ A.5.1.2 Contract Costs. Payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.

§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction

§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ A.5.1.3.2 Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ A.5.1.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ A.5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ A.5.1.4.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ A.5.1.4.4 Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

§ A.5.1.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

§ A.5.1.5 Miscellaneous Costs

§ A.5.1.5.1 Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

§ A.5.1.5.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.

§ A.5.1.5.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ A.5.1.5.4 Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

§ A.5.1.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

§ A.5.1.5.6 With the Owner's prior approval, costs for electronic equipment and software directly related to the Work.

§ A.5.1.5.7 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

§ A.5.1.5.8 With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Agreement and in the performance of the Work.

§ A.5.1.5.9 With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.

§ A.5.1.5.10 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ A.5.1.6 Other Costs and Emergencies

§ A.5.1.6.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ A.5.1.6.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

§ A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;
- .2 Expenses of the Design-Builder's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Section A.5.1;
- .4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;
- .5 Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Section A.5.1; and
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

§ A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.4 Other Agreements

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

§ A.5.5 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services 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.

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

OWNER (Signature)

« »« »

DESIGN-BUILDER (Signature)

« »« »

| _____
(Printed name and title)

(Printed name and title) Brett Lucksinger, Principal

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JEFFERSON COUNTY ESD 4 A141-2014
EXHIBIT B: INSURANCE REQUIREMENTS

This Exhibit B is attached to and a part of the agreement between the Owner and Design Builder AIA A141-2014, as amended, (“Agreement”) for the Project (as defined in this exhibit and the Agreement) between Jefferson County ESD 4 (“Owner”) and S.L.I. Design, Inc. (“Design-Builder”) for the Owner’s Project: Jefferson County ESD 4 – Fire Station 2 (“Project”). The Design-Builder will furnish insurance that meets the requirements set forth below:

1. **Insurance, Bonds.**

1.1. Design-Builder shall maintain, at Design-Builder’s expense for the full term of the Agreement:

1.1.1. Comprehensive or commercial general liability insurance, with limits of \$1,000,000 per each occurrence, and \$2,000,000 general aggregate limit, for bodily injury and property damage, including coverage for contractual liability, personal injury, independent contractors, explosion, collapse and underground, broad form property damage, products liability, and completed operations.. Without limiting the foregoing, such policy/ies shall include within its/their scope coverage for claims including, but not limited to:

1.1.1.1. damages because of bodily injury (including emotional distress), sickness, disease, or death of any person other than Design-Builder’s employers, or

1.1.1.2. damages arising from personal or advertising injury applicable to the Design-Builder’s obligations under the Agreement, including liability assumed by and the indemnity and defense obligations of the Design-Builder and subcontractors.

1.1.2. Design-Builder shall also carry umbrella coverage of \$5,000,000 excess of the underlying limits of the commercial general liability insurance.

1.1.3. Comprehensive or business automobile liability insurance, with limits of \$1,000,000 combined single limit, for bodily injury and property damage, including coverage for owned, non-owned, and hired automobiles

1.1.4. Workers’ Compensation, including employers’ liability insurance, with limits of \$1,000,000 each accident, occurrence or disease. Design-Builder shall require Design-Builder’s consultants, if any, to provide Workers’ compensation insurance for all consultants’ employees engaged in work under the subcontract. Design-Builder shall comply with all applicable requirements of Texas Labor Code Title 5.

1.1.5. Builder's Risk or equivalent insurance policy, including boiler and machinery insurance, in the amount of the Stipulated Sum, plus value of

subsequent Contract modifications, comprising total value for the entire Project at the site on a replacement cost basis. Coverage shall insure against the perils of fire, (with extended coverage) and physical loss or damage including, without limitation or duplication of coverage, lightning, collapse, earthquake, wind storm, hurricane, hail, explosion, riot, civil commotion, sprinkler leakage, civil authority, sonic boom, smoke, aircraft, land vehicles, theft, vandalism, malicious mischief, falsework, testing and start-up, temporary buildings, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall include materials stored on-site, off-site and in transit. Owner shall be a named insured under the policy, and the insurance shall also include the interests of Design-Builder, subcontractors, and sub-subcontractors and shall cover reasonable compensation for Architect's and Design-Builder's services and expenses required as a result of such insured loss. If this policy excludes Employee Theft or Dishonesty coverage, including third parties, Design-Builder shall obtain separate coverage sufficient to protect Owner's interest and in an amount agreeable to Owner. For any claim made against the builder's risk/all risk insurance, the deductible shall not exceed the following:

- .1 builder's risk: \$10,000;
- .2 flood: \$25,000; or
- .3 named windstorm: \$100,000.

1.1.6. Professional Liability, with limits not less than \$2,000,000 each claim and \$ 2,000,000 in the aggregate.

1.1.7. Payment and Performance Bonds, each bond to be in a total amount equal to 100% of the Stipulated Sum as set forth in the Agreement and shall fully comply with Texas Insurance Code Section 3503.001 *et seq.* and Texas Government Code Chapter 2253, or their successors. Should the payment and performance bond amounts be in excess of ten percent (10%) of the surety company's capital and surplus, then the surety company issuing the bond shall certify that the surety company has acquired reinsurance, in a form and amount acceptable to the Owner, to reinsure the portion of the risk that exceeds ten percent (10%) of the surety company's capital and surplus with one or more reinsurers who are duly authorized and admitted to do business in Texas and that amount reinsured by a reinsurer does not exceed ten percent (10%) of the reinsurer's capital and surplus. Design-Builder shall immediately notify the Owner in writing if there is any change in: the rating; insolvency or receivership in any State; bankruptcy; right to do business in the State; or status of Design-Builder's sureties at any time until Final Completion

1.2. General liability insurance shall be on an occurrence basis. The coverage afforded thereby shall be primary and non-contributory to any other existing valid and collectable insurance to the full limit of liability stated in the declaration, and such insurance shall apply separately to each insured against whom claim is made or suit

is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability.

- 1.3. Insurance companies shall be legally licensed and admitted through the Texas Department of Insurance to engage in the business of furnishing insurance in the State of Texas. All insurance companies shall have an "A-VIII" in Bests Rating Guide and shall be satisfactory to Owner.
 - 1.4. Before commencement of the work under this Agreement, certificates of insurance and copies of endorsements shall be furnished to the Owner, with complete copies of policies to be furnished to Owner promptly upon request.
 - 1.5. Certificates of insurance and endorsements shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices. Certificates, endorsements, and insurance policies shall include the following clause: "This policy shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance until notice has been mailed to the Owner. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice." Each policy except Worker's compensation and professional liability shall add the Owner, the Owner's Consultants, and all authorized agents and representatives, and members, directors, officers, trustees, agents and employees of any of them as named additional insured's.
 - 1.6. Should any of the required insurance, except for professional liability be provided under a form of coverage that includes an annual general aggregate limit or provides that claims investigation or legal defense costs be included in such annual general aggregate limit, such annual general aggregate limit shall apply separately to the Project (with the insurer's endorsement provided to the Owner) or shall be two times the occurrence limits stipulated.
 - 1.7. If Design-Builder fails to maintain any required insurance, the Owner, at its sole option and without incurring any further obligation to provide insurance, may take out insurance in such type and amount and to deduct the amount of the premium for such insurance from any sums due the Design-Builder.
2. All capitalized terms used in this Insurance exhibit that are not otherwise defined herein shall have the same meaning as such terms in the Agreement.

EXHIBIT "C"



JEFFERSON COUNTY ESD 4 FIRE STATION 2 SCOPE OF WORK MAY 1, 2026

General Project Description

Design, construction and finish out of a new 12,779 square foot Fire Station Building located on FM-365 near Wiggins Rd, Fannett, Texas. Tap and/or impact fees are unknown at this time and, accordingly, are not included in the cost.

Surveys, Testing, Architecture and Engineering

1. Topographic Survey
2. Geotechnical investigation (by JCESD 4)
3. Architecture
4. Civil Engineering
5. Structural Engineering
6. PEMB Engineering
7. MEP Engineering
8. Septic Engineering
9. Drainage coordination with Jefferson County
10. Construction Documentation
11. Bidding
12. Permitting
13. Construction Administration
14. Third Party Testing (by JCESD 4)
15. As built drawings
16. TDLR/TAS plan review and site inspection fee

General Conditions

1. Full time on-site supervision
2. Building permits as required (No permit fee included in cost estimate)
3. Safety equipment
4. Jobsite trailer
5. Permanent Power service cost (by JCESD 4)
6. Power company fees other than T-pole service (by JCESD 4)
7. Layout engineering
8. General labor

9. Dumpster
10. Port-o-lets
11. Construction fence
12. Pumping equipment
13. Performance and Payment Bond

Site Work

1. SWPPP
2. Import approximately 2' of select fill at the building pad.
3. Termite treatment
4. Underground utilities to the building pad
5. Sheet drain into detention ponds
6. Install new aerobic septic system – spray head distribution per septic engineering design
7. Connect to public water line (Brought to the property by water Department, fees are not known at this time. No Cost is included in the proposal for bringing water to the property line.)
8. Underground sanitary and water connections to building
9. Caulking at paving expansion joints
10. Underground electrical from service pole to building entry
11. Four (4) two headed site pole lights
12. Ground mounted LED lighting at flagpoles
13. Concrete HVAC pads
14. 24' wide 7" thick rebar reenforced concrete drive with 6" curbs
15. 5" thick concrete at 9' wide parking spaces
16. 4" thick sidewalks to parking spaces
17. Forty-two (42) parking spaces
18. Lime stabilized subgrade at paving
19. Fire hydrant at street and at rear of building
20. Sidewalk to parking spaces
21. Landscaping and irrigation (allowance)
22. One (1) 25' Flagpole
23. Ground mounted LED lighting at flagpole

Building Shell

1. Steel reinforced concrete foundation with grade beams and steel reinforced drilled concrete piers
2. 3,000 PSI Portland Cement mix concrete (no fly ash for better polished concrete finish)
3. Water cured foundation (no concrete curing compound) Required for polished concrete finish
4. Apparatus Bay Structure
 - a. Structural 12" CMU walls at exterior of apparatus bay
 - b. Pre-engineered metal building structure at interior of apparatus bay consisting of three interior bents and purlins at the roof. Purlins will span from bent to CMU wall at exterior
 - c. B-decking over purlins, iso board insulation and TPO roofing
5. Living Quarters Structure
 - a. Wood frame structure with prefabricated wood trusses and plywood decking
 - b. Self-adhering roof underlayment, standing seam metal roof

- c. R30 batt insulation at underside of plywood deck
6. Gutters and downspouts with concrete splash blocks
7. Exterior wall and roof insulation to meet or exceed Energy Code
8. Punched windows - Insulated glass in storefront frame meeting Energy Code
9. Four (4) 3'x7' Storefront doors with panic hardware
10. One (1) 6'x7' Pair of Storefront doors with panic hardware
11. Key fob activated electric strikes and panic hardware at exterior doors
12. Ground mounted up-lighting at front of building
13. Wall pack flood lighting at side and rear of building
14. Building façade to be a combination of brick, Texas limestone and stucco.
15. Split system HVAC
16. Station Alerting System (Allowance)
17. Underground electrical service to electrical room
18. Two underground 4" conduits with pull strings to electrical room for data service
19. Natural Gas service to building (Utility company fees by JCESD 4)
 - a. Natural gas distribution by SLI
20. Natural Gas Generator on concrete foundation for 100% electrical service coverage
21. Three (3) hose bibs
22. Fire sprinkler system per code
23. Fire Alarm system

General Interior Finishes (unless otherwise specified)

1. Textured and painted sheetrock walls above grid with sound insulation
2. 2'0 x 2'0 tegular acoustical ceiling tile at 9'-0" AFF unless otherwise specified
3. 2'0 x 4'0 lay-in LED light fixtures on vacancy switch with dimmer
4. HVAC Supply and return
5. Commercial grade LVT flooring unless otherwise specified
6. Resilient base

Cold, Intermediate and Hot Zones

The fire station has been separated into zones to minimize carcinogen exposure risks. Mechanical systems will be separated by these zones. Certain procedures will need to be followed to help minimize exposure risks.

Cold Zone Rooms

100 Lobby

1. Recessed can lights on vacancy dimming switch
2. Two (2) 110v duplex convenience outlets

101 Office

1. One (1) 110v duplex convenience electrical outlet
2. One (1) 110v duplex electrical outlet at desk
3. One (1) data jack at desk

4. 3'0 x 7'0 solid core plastic laminate door in aluminum frame with privacy lock, stop and coat hook

102 File Room

1. One (1) 110v duplex convenience electrical outlet
2. 3'0 x 7'0 solid core plastic laminate door in aluminum frame with storeroom lock, closer, 6"x30" view lite and stop

103, 104 Office

1. 3'0 x 7'0 flush laminate solid core door in aluminum frame with privacy lockset and stop
2. Recessed 2'x4' LED light fixture on three-way dimming occupancy switch.
3. One (1) 110v duplex convenience electrical outlet
4. One (1) 110v duplex electrical outlet at desk
5. One (1) data jack at desk

105 Office

1. 3'0 x 7'0 flush laminate solid core door in aluminum frame with privacy lockset and stop
2. Recessed 2'x4' LED light fixture on three-way dimming occupancy switch.
3. One (1) 110v duplex convenience electrical outlet
4. One (1) 110v duplex electrical outlet at desk
5. One (1) data jack at desk
6. One (1) duplex electrical and one (1) duplex data/telephone outlet and one (1) electrical junction box at 78" AFF for wall mount 65" TV (TV and mounting bracket)

Fire Riser 108

1. Wall mounted emergency light with occupancy sensor
2. 3'0 x 7'0 painted hollow metal door and frame with storeroom lock
3. Sealed concrete floor
4. No HVAC supply or return
5. Metal awning
6. Dedicated unit heater

115 Medical Storage

1. Painted CMU east wall
2. One (3) 110v duplex electrical
3. 44 l.f. four-row adjustable wire shelves
4. Plastic laminate lower cabinet with plastic laminate countertop

Dorms 116, 117, 118, 119, 138, 139

1. Sheetrock ceiling attached to sheetrock grid at 9'0 AFF
2. Sound insulation above ceiling
3. 3'0 x 7'0 flush laminate solid core door in aluminum frame with privacy lockset and stop
4. Wall mounted indirect light fixtures on dimming 3-way switch, with switch by door and switch mounted at 32" above floor to be centered above nightstand
5. Ceiling fan with three-way switch

6. One (1) duplex electrical/USB combo outlet above counter at desk
7. One (1) duplex electrical/USB combo outlet mounted at 32" above floor to be centered above nightstand

120 Gym

1. Sheetrock walls above grid with sound insulation, textured and painted
2. 3'0 x 7'0 flush laminate door in aluminum frame with 6"x30" view lite, passage hardware and stop
3. Eight (8) dedicated duplex electrical outlets
4. One (1) duplex electrical and one duplex data/telephone outlet at 78" AFF for wall mount TV
5. One data outlet for wall mounted phone
6. Duplex electrical and data outlets for wall hung TV
7. Ceiling Fan with wall on/off switch
8. Rubber tile weight room flooring

121 Storage

1. Two (2) duplex electrical outlet
2. Four (4) rows 15" deep wall hung shelving on heavy duty standards and brackets beginning at 24" AFF
3. 3'0 x 7'0 flush plastic laminate door in aluminum frame with three hinges, floor stop and closer
4. HVAC supply

137 Patio

1. Light broom finished concrete
2. Canopy with exposed columns, beams, and metal roof
3. All structural members and underside of roof to be painted
4. One (1) GFCI duplex electrical convenience outlet
5. One (1) GFCI duplex electrical outlet at grill
6. Natural gas connection at grill with automatic shutoff tied to station alerting system
7. One (1) exterior rated ceiling fan with LED lights
8. Hose bib
9. Ceiling fan with wall on/off switch

122 Kitchen

1. Stain grade lower cabinets with drawers and door storage
2. Level-1 sealed granite countertop
3. Stain grade upper cabinets
4. Ceramic tile backsplash between upper and lower cabinets
5. 2 compartment deep stainless steel sink with faucet
6. Disposal with electrical
7. 2 compartment ADA compliant sink with faucet and disposal in kitchen island
8. Undercounter dishwasher with electrical and above counter switch
9. Four (4) above counter GFCI duplex electrical outlets
10. Space for 30" Residential Gas slide-in range
11. Natural gas connection and 110v GCFI outlet for range.
12. Automatic gas shutoff valve tied to station alerting system

13. 36" Class I vented hood with light (vent to exterior) with electrical (by SLI Group)
14. 4'x8' Plastic laminate island with sealed Level-1 granite top
15. Two (2) duplex electrical outlets at island apron
16. Two (2) duplex electrical/ USB phone charging outlets at island

123 Dining

1. Two (2) duplex electrical outlets

124 Common Area

1. Recessed can lights on separate dimmer switch at dining and TV areas
2. Two (2) duplex electrical/ USD convenience outlets
3. Duplex electrical and data connection for television
4. Duplex electrical and data connection for security monitor
5. One (1) duplex electrical and one duplex data/telephone outlet and one electrical junction box at 72" AFF for Station Alert Control wall mount 40" television (TV and mounting bracket)
6. One (1) duplex electrical and one (1) duplex data/telephone outlet and one (1) electrical junction box at 78" AFF for wall mount 85" TV (TV and mounting bracket)
7. Four (4) recessed floor outlets at couch/recliner seating area

125, 126 Restroom

1. Moisture resistant sheetrock walls above grid with sound insulation
2. Moisture resistant sheetrock ceiling at 9'0 AFF
3. Sconce light above lavatory
4. Recessed can LED light fixtures on vacancy switch
5. Ceiling exhaust fan
6. Floor drain with trap guard
7. 3'0 x 7'0 laminate door in aluminum frame with passage latch, 3 hinges, deadbolt with lock indicator, floor stop, coat hook and closer.
8. Wall hung sink with hot and cold-water supplies and drain line
9. Duplex electrical GFI outlet adjacent to lavatory
10. Accessible floor mount water closet
11. Blocking in walls for accessories
12. Trifold paper towel dispenser
13. Hands-free soap dispenser
14. Dual tissue holder with shelf
15. Porcelain tile floors and walls to ceiling

127 Work Room

1. 13' laminate lower and countertop work area with 13' laminate upper cabinets
2. Two (2) duplex electrical outlets
3. One (1) duplex data outlet
4. Single bowl sink at coffee area
5. One (1) dedicated duplex electrical outlet for coffee maker

128 Corridor

1. 3'0 x 7'0 flush laminate door in aluminum frame with three hinges, passage hardware and floor stop
2. One (2) 110v duplex electrical

130 Ice Room

1. Cold water supply, electrical and floor sink drain for icemaker
2. Two (2) Duplex electrical GFI outlet

131 Data

1. Three (3) 110v duplex electrical
2. Furnish and install mini split system

133 Corridor

1. Three (3) 110v duplex electrical
2. Eighteen (16) ADA compliant plastic laminate lockers with shelf and closet rod

134 Laundry / Utility

1. 3'0 x 7'0 flush laminate door in aluminum frame with three hinges, passage hardware and floor stop
2. Ceiling exhaust fan
3. Upper (8 lf) and lower (6.5 lf) plastic laminate cabinets
4. Single large bowl stainless sink with hot and cold-water supplies and drain line
5. Two (2) above counter GFCI duplex electrical outlets
6. 30 amp, 240V dryer electrical and gas connection for drier
7. GFCI duplex electrical outlet, supply and drain line for washing machine
8. Floor mounted mop sink with hot/cold water connection and drain
9. Fiberglass reinforced panels over floor mounted mop sink

136 Conference / Training

1. Two (2) above counter GFCI duplex electrical outlets
2. Seven (7) duplex electrical outlets
3. One (1) duplex electrical outlet, HDMI to table and one (1) data/telephone outlet at 78" AFF on wall for wall-mount 85" TV (TV and mount)

137, 138 Restroom (ADA adaptable)

1. Moisture resistant sheetrock walls above grid with sound insulation
2. Moisture resistant sheetrock ceiling at 9'0 AFF
3. Sconce light above lavatory
4. Recessed can LED light fixtures on vacancy switch
5. Ceiling exhaust fan
6. 3'0 x 7'0 laminate door in aluminum frame with passage latch, 3 hinges, deadbolt with lock indicator, floor stop, coat hook and closer
7. 30" x 60" accessible shower enclosure with floor drain, hot and cold-water supplies
 - a. Duro rock wall backing, water proofing system
 - b. Tile walls and floor
 - c. Sheetrock ceiling

- d. Damp rated recessed LED can light
8. Plastic laminate countertop on wall brackets.
9. Drop-in porcelain sink with ADA compliant hardware, hot and cold-water supplies and drain line
10. Duplex electrical GFI outlet adjacent to lavatory
11. Accessible floor mount water closet
12. Blocking in walls for accessories
13. Trifold paper towel dispenser
14. Hands-free soap dispenser
15. Dual tissue holder with shelf
16. Porcelain tile on all walls to ceiling

Intermediate Zone Rooms

115 Electrical

1. Two 110v quadplex dedicated electrical outlets for equipment connection
2. 4' x 8' painted plywood mounted to wall for equipment installation
3. 3'0 x 7'0 double painted hollow metal doors in a painted hollow metal frame with storeroom lock and stop
4. Sealed concrete floor

129 Vestibule

1. 3'0 x 7'0 solid core plastic laminate door in aluminum frame with passage latch door hardware, heavy duty closer, 6"x30" view lite and stop (To Apparatus Bay 107)
2. 3'0 x 7'0 double painted hollow metal doors in a painted hollow metal frame with passage latch door hardware, heavy duty closer, 6"x30" view lite and stop (To Apparatus Bay 107)
3. HVAC Supply

132 Vestibule

1. 3'0 x 7'0 solid core plastic laminate door in aluminum frame with passage latch door hardware, heavy duty closer, 6"x30" view lite and stop (To Kitchen 134)
2. 3'0 x double painted hollow metal doors in a painted hollow metal frame with passage latch door hardware, heavy duty closer, 6"x30" view lite and stop (To TV Bay 100)
3. HVAC supply

Hot Zone Rooms

107 Apparatus Bay

1. Painted CMU walls up to roof deck
2. Four (4) 14'0 W x 16'0 H motorized hurricane rated bay doors (no glass)
3. Four (4) 14'W x 14'H motorized hurricane rated bay doors (no glass)
4. Compressed air on retractable cord reel from ceiling at each bay
5. 110V power from retractable cord reel from ceiling at each bay
6. Ceiling mount natural gas Bay Heaters
7. Fire sprinkler per NFPA
8. Level 2 Polished concrete floor with penetrating sealer – (400 grit honed finish)

9. 8 each – 28' long by 8" wide trench drains
10. Slope concrete to drains
11. Connect trench drains to oil separator, sample well and septic system
12. Exposed metal structure under roof deck
13. Paint all exposed metal and conduits on ceiling.
14. Dedicated electrical service on retractable reels for apparatus charging.
15. Conventional bay exhaust system with supply and exhaust fans
 - a. Activated by laser eye sensors mounted 7' above the ground at each bay door to be activated when a vehicle drives through
 - b. CO/NO2 Sensor emergency activation
16. Two (2) 14' diameter industrial ceiling fans with separate controls
17. High bay LED lighting
18. Lighting switch for day and night mode
19. Wall mounted data outlet for telephone
20. Two 110v GFCI rated convenience electrical outlets
21. One hot water hose bib
22. No HVAC supply or return
23. Two (2) hose bibs

109 SBCA

1. One (1) duplex electrical outlet
2. Level 2 Polished concrete floor with penetrating sealer – (400 grit honed finish)
3. 3' x 7'0 double painted hollow metal doors in a painted hollow metal frame with push/ pull door hardware, heavy duty closers, 6"x30" view lites and stop
4. SCBA breathing air compressor (by JCESD 4)

110 Stair

1. Staircase with handrail
2. No HVAC supply or return
3. Painted steel stairs with concrete treads

111 Bunker Gear Storage Room

1. Painted CMU walls
2. 2' x 2' humidity proof acoustical ceiling tile
3. 3' x 7'0 double painted hollow metal doors in a painted hollow metal frame with push/ pull door hardware, heavy duty closers, 6"x30" view lites and stop
4. Level 2 Polished concrete floor with penetrating sealer – (400 grit honed finish)
5. HVAC supply

112 Quarter Master

1. One (1) duplex electrical outlet
2. ISO board insulation over CMU walls with sheetrock on furring channels
3. Painted sheetrock walls
4. 31 l.f. of 4 row adjustable shelves
5. 3' x 7'0 double painted hollow metal doors in a painted hollow metal frame with push/ pull door hardware, heavy duty closers and stop

6. Level 2 Polished concrete floor with penetrating sealer – (400 grit honed finish)

113 Restroom (ADA adaptable)

1. Painted CMU walls
2. Sconce light above lavatory
3. Ceiling exhaust fan
4. 3'0 x 7'0 hollow metal door with door in aluminum frame with passage latch, 3 hinges, deadbolt with lock indicator, floor stop, coat hook and closer
5. 30" x 60" accessible shower enclosure with floor drain, hot and cold-water supplies
6. Wall-hung sink with ADA compliant hardware, hot and cold-water supplies and drain line
7. Duplex electrical GFI outlet adjacent to lavatory
8. Accessible floor mount water closet
9. Blocking in walls for accessories
10. Trifold paper towel dispenser
11. Hands-free soap dispenser
12. Dual tissue holder with shelf.
13. Level 2 Polished concrete floor with penetrating sealer – (400 grit honed finish)
14. HVAC Supply
15. Floor drain with trap guard

114 Decon

1. 3'0 x 7'0, painted hollow metal doors in a painted hollow metal frame with passage door hardware, 6"x30" view lite, three hinges and floor stop (to 107 Apparatus bay)
2. Rough ground concrete floor for slip resistance with penetrating sealer
3. Triple sink with hot and cold supplies and floor drain
4. 12" x 12" Floor sink below triple sink
5. Floor drain in center of room with trap guard
6. One (1) 110v GFCI duplex electrical convenience outlets
7. Dedicated electrical service for gear extractor
8. Water and drain connection for gear extractor
9. Dedicated electrical service for gear dryer
10. Natural Gas connection for commercial dryer
11. One (1) 40 gallon water heater
12. Vent fan
13. Painted CMU walls to ceiling
14. Level 2 Polished concrete floor with penetrating sealer – (400 grit honed finish)
15. HVAC supply

Storage 200

1. Mezzanine floor over "Gear Lockers 111 and Quarter master 112" to be plywood
2. West wall to be CMU and sheet rock walls otherwise
3. Twenty-Seven (27) metal movable shelves

Window Coverings

1. Mini blinds at exterior punched windows

Security and Surveillance

1. Key fob reader with electric strike at all exterior doors
2. Security cameras at exterior doors and interior and interior of apparatus bay
3. Wall hung security TV monitor in Common Area 104
4. Doorbell at building entry

Digital phone system (Equipment allowance, phone service by JCESD 4)

1. Phone system equipment in Electrical 115
2. Phones in the following locations
 - a. Office 101
 - b. Office 103
 - c. Office 104
 - d. Office 105
 - e. Apparatus Bay 107 (one each side of bay)
 - f. Gym 121
 - g. Kitchen 122
 - h. Common Area 124
 - i. Work Room 127
 - j. Training Room 135

Interior Signage

1. ADA compliant restroom signage
2. Electrical Room signage
3. Wall mounted room identification at the following locations:
 - a. Electrical Room
 - b. Fire Riser Room
 - c. Restrooms
 - d. Dorm Rooms
 - e. Officer Dorm Rooms
4. Jefferson County ESD 4 flat cut letters and shield non-illuminated

Exterior Signage

1. South Elevation
 - a. Large internally LED illuminated – 2 (On Tower)
 - b. Large internally LED illuminated – Shield

Special Systems

1. Station alerting system (specification has not been determined – allowance included in proposal)
2. Bay exhaust system
 - a. Conventional bay exhaust system with supply and exhaust fans
 - b. Activated by laser eye sensors mounted 7' above the ground at each bay door to be activated when a vehicle drives through
 - c. CO/NO2 Sensor emergency activation if doors are kept closed while vehicle is running

Appliances

1. One (1) 20 cubic foot ADA compliant refrigerator
2. One (1) 1,200-watt countertop microwave
3. One (1) 30' ADA compliant slide in residential gas range
4. One (1) Ice maker with 365lb bin and inline filter
5. One (1) ADA Compliant front load washing machine
6. One (1) ADA Compliant clothes dryer
7. One (1) Reverse Osmosis system for drinking water
8. One (1) Gear Extractor

Furnishings

1. Eight (8) dining chairs (Dining 123)
2. One (1) 8' dining table (Dining 123)
3. Three (3) bar stools (Kitchen 122)
4. Four (4) Leather recliners (Common Area 124)
5. Two (2) Leather sofas (Common Area 124, Office 105)
6. One (1) Coffee tables (Common Area 124)
7. One (1) Media cabinet (Common Area 104)
8. Ten (10) Conference / Training Tables (Conference/Training 135)
9. Twenty (20) Task chairs (Board/Training 135)
10. Seven (7) Twin XL Steel bedframes with mattress (Dorm 116,117,118,119,120,138,139)
11. Four (4) Executive desk chairs (Officer 101, 103, 104, 105)
12. Four (4) Wood L-Shaped Desks (Officer 101, 103, 104, 105)
13. Four (4) Wood 2-Door lateral files (Officer 101, 103, 104, 105)
14. Eight (8) Side Chairs (Officer 101, 103, 104, 105)
15. One (1) Folding Murphy Bed (Officer 105)
16. One (1) Copy/Printer (Work Room 127)
17. Two (2) End tables (Lobby 100)
18. One (1) Bench (Lobby 100)
19. One (1) Workbench (Apparatus 107)

Audio Visual

1. Two (2) 85" TV's (Common area 124, Conference/Training 135)
2. Two (2) 40" TV's (Common area 124, Conference/Training 135)
3. One (1) 65" TV's (Common area 124, Conference/Training 135)

Gear Lockers

1. Twenty-two (22) Wall mounted gear lockers with doors (Gear Lockers 111)

Gym Equipment

1. Treadmill
2. Row Machine
3. Weight rack with dumbbells
4. Smith machine

SCBA Equipment

1. One (1) SCBA Bottle Storage Rack – Ready Rack -32 Bottle Capacity

2. Breathing air compressor (by JCESD 4)

SLI Exclusions

JCESD 4 Scope of Work

1. Accessories – trashcans, door mats, etc.
2. SCBA Breathing air compressor
3. Gear Dryer
4. Consumables – Soap for dispensers, paper products
5. Cable, Satellite, Internet & Phone company service costs
6. Gas Company or Propane Service installation costs
7. Power company installation charges
8. Water district service installation costs
9. Permanent power Service charges (Electrical T-Pole service charges by SLI)

EXHIBIT "D"



... an integrated design/build firm

**JEFFERSON COUNTY ESD 4
FIRE STATION 2
FM-365 NEAR WIGGENS RD.
FANNETT, TEXAS 77705**

**PRELIMINARY COST ESTIMATE
April 30, 2026**

FIXED ASSETS

Sitework	785,330	
Construction and Interior Build-Out	4,281,952	
Landscape and Irrigation Allowance	85,000	
Builders Risk Insurance	10,000	
Payment and Performance Bond	79,289	
Subtotal		5,241,571
Sales Tax		-
TOTAL FIXED ASSET COSTS		5,241,571

FURNISHINGS, FIXTURES AND EQUIPMENT

Airvac System Exhaust	41,409	
Signage	32,816	
Window Treatment	2,214	
Furniture/AV/Appliances	98,791	
Security/Surveillance	15,050	
Station Alerting System Allowance	25,000	
Fire Alarm	46,708	
Telephone System	4,544	
Data Cabling	8,600	
SCBA Breathing Air Compressor	By JCESD 4	
Office Equipment	By JCESD 4	
Subtotal		275,132
Sales Tax		-
TOTAL F F & E COSTS		275,132

ARCHITECTURE & ENGINEERING

Architecture	183,455	
Engineering	86,000	
E.A.B./ADA	1,600	
Miscellaneous Expenses	1,500	
TOTAL A & E COST		272,555

TOTAL COSTS \$ 5,789,258

Estimated costs may vary +/- Ten percent (10%) based on final design concepts and actual bidding.
Utility tap fees, electrical default provider fees and governmental impact fees are excluded from this cost estimate.

Options:

1. Rytec Apparatus Bay Doors	Add	\$ 308,306
2. Uncertified Safe Room	Add	\$ 148,668
3. Common Area Wood Ceiling w/ Thin Brick Wall	Add	\$ 22,806

EXHIBIT "E"

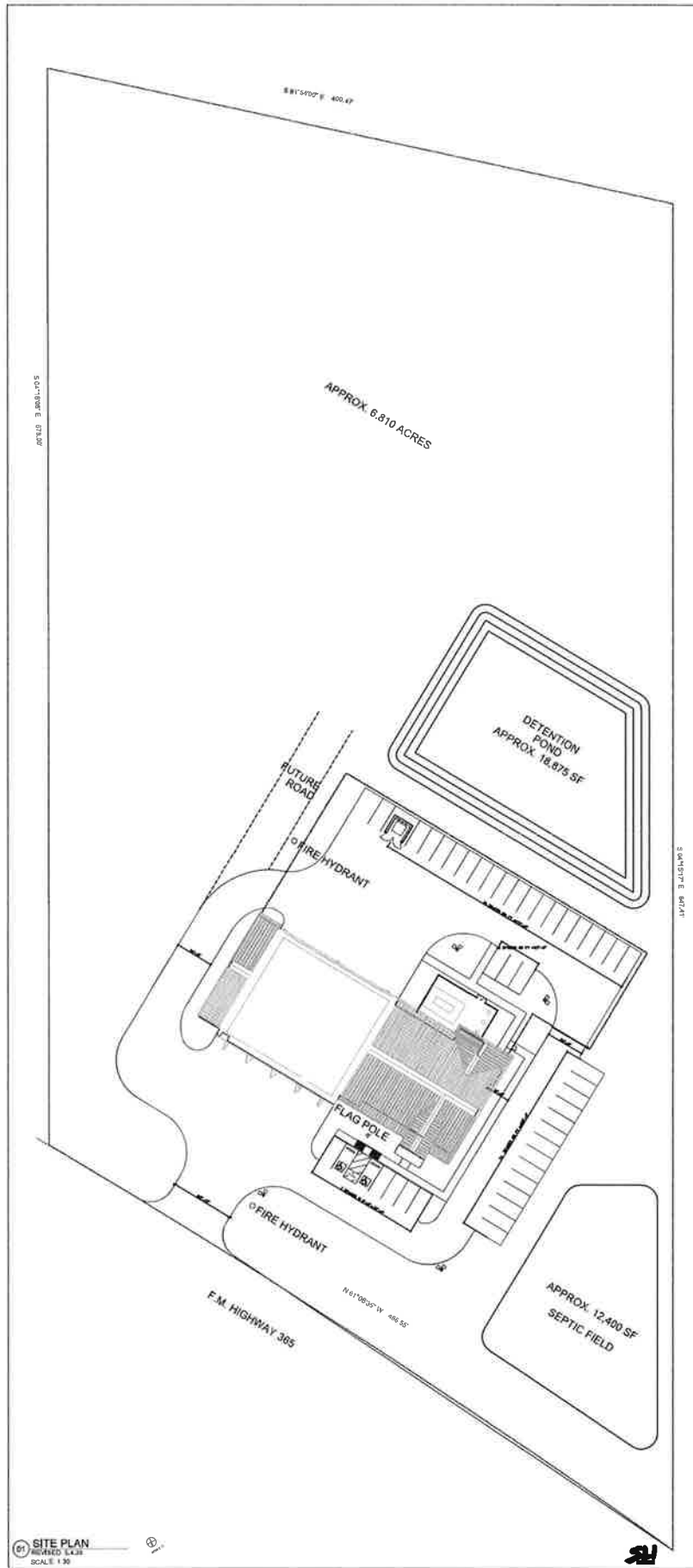
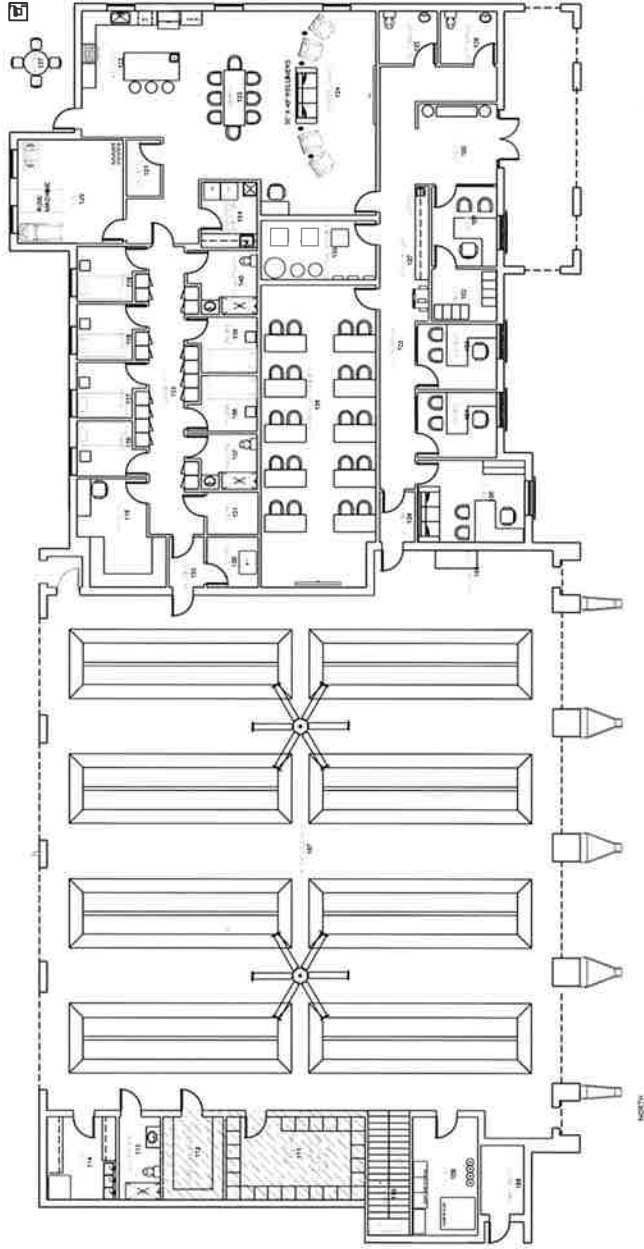


EXHIBIT "F"



JEFFERSON COUNTY ESD 4 STATION 2



FLOOR PLAN
SCALE: 1/8"

EXHIBIT "G"



May 1, 2026

EXHIBIT "H"

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
S.L.I. Group, Inc.
Houston, TX United States

Certificate Number:
2026-1422785

Date Filed:
02/18/2026

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Jefferson County ESD4

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Fire Station #2
Design/Build

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Brett Lucksinger, and my date of birth is 11/24/1975

My address is 2271 Clens Road, Bellville, TX, 77418, USA
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 18th day of February, 2026.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT "I"

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

N/A

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

None

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Brett Lucksinger
Name of signatory


Signature

7/28/2025
Date

EXHIBIT "J"

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

By the signature below, the signatory for the responder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature: _____
Todd Lucksinger

Name: Todd Lucksinger

Title: Principal

Company: S.L.I. Group, Inc.

Date: 5/4/2026

SUBSCRIBED and sworn to before me the undersigned authority by Todd Lucksinger the Principal of, S.L.I. Group, Inc. on behalf of said bidder.

Rhonda Godfrey

Notary Public in and for the
State of Texas

My commission expires: 5/6/29

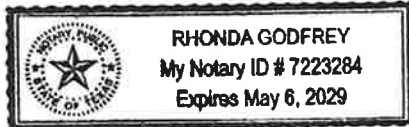


EXHIBIT "K"
PROHIBITION ON BOYCOTTING ISRAEL VERIFICATION,
DOING BUSINESS WITH CERTAIN COMPANIES, BOYCOTTING ENERGY COMPANIES AND
DISCRIMINATING AGAINST FIREARMS

This Verification is hereby incorporated into the terms of the contract by and between Jefferson County ESD 4 and S.L.I. Group, Inc. entered into this the 4th day of May, 2026.

1. **S.L.I. Group, Inc.**, in conjunction with the execution of the above referenced contract and in accordance with Chapter 2270 and 2252 of the Texas Government Code, effective September 1, 2017, does hereby agree, confirm, and verify that it:

- A. Does not Boycott Israel;
- B. Will not Boycott Israel during the term of the contract; and
- C. Will not engage in business with Iran, Sudan or Foreign Terrorist Organization

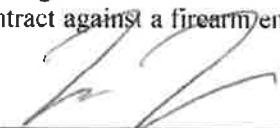
"Boycott Israel" has the meaning given to it in Chapter 808 of Subtitle A, Title 8 of the Texas Government Code. As of the effective date of the statute, the term means "refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes."

Foreign Terrorist Organization is defined in Subchapter F 2252.151 as "an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189."

2. Contractor hereby acknowledges and agrees that this verification is a material term of the contract and Owner is expressly relying on this verification in agreeing to enter into the contract with Contractor.
3. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS OWNER FROM ALL CLAIMS, CAUSES OF ACTION, LEGAL PROCEEDINGS, DAMAGES, COSTS, FEES AND EXPENSES ARISING OUT OF OR RELATED TO AN ACTUAL OR ALLEGED MISREPRESENTATION BY CONTRACTOR PROVIDED HEREUNDER.

D. To comply with Texas Government Code 2274.002 Design Builder verifies that Design Builder (1) does not boycott energy companies and (2) will not boycott energy companies during the term of the Contract.

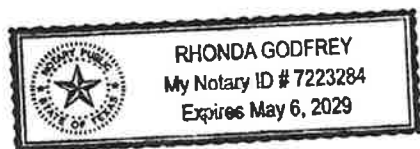
E. To comply with Texas Government Code 2274.002 Design Builder verifies that Design Builder (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association."

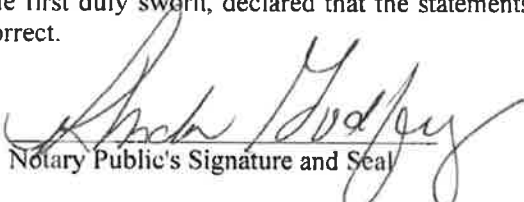


Contractor

State of Texas
County of Harris

Before me, a notary public, on this day personally appeared Brett Lucksinger, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained in Paragraph 1A, B, C, D and E are true and correct.





Notary Public's Signature and Seal

"General Decision Number: TX20260256 01/02/2026

Superseded General Decision Number: TX20250256

State: Texas

Construction Type: Building

County: Jefferson County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number 0 Publication Date 01/02/2026

ASBE0022-009 07/01/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)....	\$ 30.20	12.38

BOIL0074-003 01/01/2025

	Rates	Fringes
BOILERMAKER.....	\$ 33.17	24.92

BRTX0005-006 06/01/2025

	Rates	Fringes
BRICKLAYER.....	\$ 25.50	8.12

ELEC0479-005 09/30/2024

	Rates	Fringes
ELECTRICIAN.....	\$ 33.76	13.56

ENGI0450-002 04/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR Cranes.....	\$ 39.47	10.39

IRON0084-011 06/01/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 28.26	8.13

IRON0135-002 09/01/2022

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 34.35	14.44

PLUM0068-001 10/01/2024

	Rates	Fringes
PLUMBER.....	\$ 35.96	11.68

PLUM0211-009 10/01/2025		
	Rates	Fringes
PIPEFITTER.....	\$ 42.09	12.96

SHEE0054-007 04/01/2020		
	Rates	Fringes
SHEET METAL WORKER (Excludes HVAC Duct Installation).....	\$ 28.69	14.13

SUTX2014-032 07/21/2014		
	Rates	Fringes
CARPENTER.....	\$ 17.98	3.72
CEMENT MASON/CONCRETE FINISHER...\$	13.44	0.00
FORM WORKER.....	\$ 13.02	0.00
IRONWORKER, REINFORCING.....	\$ 12.95	0.00
LABORER: Common or General.....	\$ 12.04	0.00
LABORER: Mason Tender - Brick...\$	12.90	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.50	0.00
LABORER: Pipelayer.....	\$ 13.47	0.00
LABORER: Roof Tearoff.....	\$ 11.28	0.00
LABORER: Landscape and Irrigation.....	\$ 11.04	0.36
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 18.65	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93	0.00
OPERATOR: Bulldozer.....	\$ 18.88	0.00
OPERATOR: Drill.....	\$ 16.22	0.34
OPERATOR: Forklift.....	\$ 17.69	0.00
OPERATOR: Grader/Blade.....	\$ 13.37	0.00
OPERATOR: Loader.....	\$ 13.55	0.94
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03	0.00
OPERATOR: Roller.....	\$ 16.00	0.00

PAINTER (Brush, Roller, and Spray).....	\$ 16.75	4.51
ROOFER.....	\$ 15.40	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 26.89	10.38
TILE FINISHER.....	\$ 12.00	0.00
TILE SETTER.....	\$ 16.17	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00	4.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after

award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal

number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via

email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION