**FINAL GUARANTEED MAXIMUM PRICE AMENDMENT**

**(TO BE ATTACHED UPON OWNER’S APPROVAL)**

**(WITH ATTACHMENTS 1-12)**

**EXHIBIT B**

**INSURANCE AND BONDING REQUIREMENTS**

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**A. INSURANCE REQUIREMENTS**

Construction Manager shall purchase, maintain, and keep in full force and effect, and shall require its Subcontractors to purchase, maintain and keep in full force and effect at all times during the term of this Agreement such lines of insurance coverage with policy limits set forth in this **Exhibit B**. Each policy shall be written with limits not less than those set forth this **Exhibit B**. Construction Manager will comply, and will require its Subcontractors to comply, fully with all requirements of this **Exhibit B** prior to the commencement of any services or Work for the Project. “Owner,” “Indemnitee,” “Indemnitees,” “Construction Manager,” and “Subcontractor” shall each have the meanings set forth in the Agreement.

* + - 1. **Required Coverages**. The Construction Manager and all Subcontractors will obtain the following policies with the policy limits as indicated below:

| **Insurance** | **Construction Manager Limits** | **Subcontractor Limits** |
| --- | --- | --- |
| Worker’s CompensationEmployer’s Liability Insurance:Bodily Injury by Accident (accident)Bodily Injury by Disease (policy limit)Bodily Injury by Disease (each employee) | Statutory$1,000,000$1,000,000 $1,000,000 | Statutory$1,000,000 $1,000,000 $1,000,000 |
| Commercial General Liability (“CGL”)  | $1,000,000 per occurrence$2,000,000 annual general aggregate$2,000,000 products-completed operations aggregate | $1,000,000 per occurrence$2,000,000 annual general aggregate$2,000,000 products-completed operations aggregate |
| Automobile Liability | $1,000,000 each accident | $1,000,000 each accident |
| Excess Liability | $20,000,000 per occurrence$20,000,000 aggregate | $1,000,000 per occurrence$1,000,000 aggregate |
| Asbestos Abatement | $5,000,000 combined single limit for BI and PD.Employer’s liability for asbestos abatement is:$5,000,000 each accident/disease each employee/disease policy limits | If a Subcontractor is engaged by Construction Manager to perform asbestos abatement:$5,000,000 combined single limit for BI and PD.Employer’s liability for asbestos abatement is:$5,000,000 each accident/disease each employee/disease policy limits |
| Cyber/Privacy Liability | $1,000,000 per claim/$1,000,000 aggregate | $1,000,000 per claim/$1,000,000 aggregate |
| Pollution Liability | $1,000,000 per occurrence$1,000,000 aggregate | $1,000,000 per claim/$1,000,000 aggregate |
| Professional Liability  | $3,000,000 per claim$3,000,000 annual aggregate | $1,000,000 per claim$1,000,000 annual aggregate |
|
|
| Builder’s Risk | Total value of the Project on a replacement cost basis |  |

* + - 1. **Worker’s Compensation/Employer’s Liability**. Worker’s Compensation insurance coverage must be provided for all workers at all tier levels and shall meet the statutory requirements of *Tex. Labor Code §401.011(44)* and, specific to construction projects for public entities, as required under *Tex. Labor Code §406.096*. Employer's Liability insurance must be provided as required in the chart above. In addition:

*(a)* ***Certifications***. Construction Manager hereby certifies, pursuant to *Tex. Labor Code §406.096(a)*, that Construction Manager provides or will provide at, or prior to, execution of the Agreement, workers’ compensation and employers’ liability insurance for employees employed on this public project with limits as indicated above. Pursuant to *Tex. Labor Code § 406.096(b),* Construction Manager shall require its Subcontractors to certify in writing to the Construction Manager that said entity provides workers’ compensation and employers’ liability insurance for its personnel employed on this public project. Construction Manager shall forward said certifications to Owner within **ten (10)** Days of the Effective Date of the Agreement.

*(b)* ***Endorsements.*** This policy must include an Other States Endorsement to include the Owner and Tarrant County, Texas if Construction Manager’s business is domiciled outside the State of Texas. The policy will be endorsed to name Owner as the alternate employer.

*(c)*All policies shall be endorsed to include Waiver of Subrogation in favor of Owner and all Indemnitees.

***(d) Workers' Compensation Insurance Coverage.***

A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Construction Manager's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the Construction Manager has undertaken to perform on the project, regardless of whether that person contracted directly with the Construction Manager and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, Consultants, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Construction Manager shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Construction Manager providing services on the project, for the duration of the project.

C. The Construction Manager must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the Construction Manager's current certificate of coverage ends during the duration of the project, the Construction Manager must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The Construction Manager shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven days after receipt by the Construction Manager, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Construction Manager shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The Construction Manager shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the Construction Manager knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The Construction Manager shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers’ Compensation informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The Construction Manager shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the Construction Manager, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the Construction Manager, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Construction Manager:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the Construction Manager is representing to the governmental entity that all employees of the Construction Manager who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the division. Providing false or misleading information may subject the Construction Manager to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Construction Manager's failure to comply with any of these provisions is a breach of contract by the Construction Manager which entitles the governmental entity to declare the contract void if the Construction Manager does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

* + - 1. **Commercial General Liability**. Commercial General Liability coverage (“CGL”) shall be provided by Construction Manager and all Subcontractors with the policy limits set forth in the chart above. Coverage shall be provided on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage). The CGL insurance general aggregate limit shall apply separately to this Project and the Construction Manager and all Subcontractors shall provide evidence of same through ISO Endorsement CG 25 03 05 09. The policy shall include endorsement CG2503, Amendment of Aggregate Limits of Insurance (per Project), or its equivalent. CGL insurance shall cover liability including, but not limited to, liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, electronic data liability (under endorsement ISO CG 04 37), property damage, and personal injury and death resulting therefrom. This policy shall provide for full separation of insureds and shall **not** include any insured v. insured exclusions or limitations. The following is a non-exclusive list of additional prohibited exclusions and limiting endorsements:
* Liability assumed by Construction Manager and all Subcontractors under a written agreement, including any contractual liability limitation endorsement restricting coverage to only liability that would exist in the absence of a contract, such as the ISO CG 21 39 or its equivalent, or any amendment of insured contract definition endorsement such as the ISO CG 24 26 or its equivalent.
* Explosion, collapse, underground property damage, blasting, blowouts, cratering, or the like, including any Explosion, Collapse and Underground Property Damage Hazard endorsement such as the ISO CG 21 42 or ISO CG 21 43 endorsements, or their equivalent.
* Cross-liability on claims between any insureds, other than claims between named insureds.
* Injury to independent contractors and employees of independent contractors.
* Any exclusion relating to damage to work performed by any Subcontractor on behalf of Construction Manager (or sub-subcontractors on behalf of a Subcontractor) such as the ISO CG 22 94 or ISO CG 22 95, or their equivalent.
* Any type of classification or business description limitation endorsement.
* Any type of endorsement excluding coverage for construction defects in the completed operations phase.
* Any type of endorsement modifying the employer’s liability exclusion.
* Any type of habitational or residential exclusion.
* Any type of punitive, exemplary or multiplied damages exclusion.
* Any type of subsidence exclusion if Construction Manager or any Subcontractor is engaged in any type of earth movement work, including but not limited to soil compaction, fill, or installation of storm or sewer drains.

Owner reserves the right to notify Construction Manager of any additional prohibited exclusions or endorsements in advance of placing the insurance. A copy of the CGL Schedule of Forms and Endorsement page(s) of the policy shall be provided to verify the coverages required, that the Endorsements required by these insurance requirements are included, and that none of the prohibited exclusions exist in the policy. Owner may require additional exclusions be removed. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs maintained by Owner. CGL insurance must be kept in force at all times during the course of this Agreement and until all claims arising out of the Work are barred by the statute of repose provided under Texas law.

* + - 1. **Automobile Liability Insurance**. Automobile liability insurance policies shall be provided by Construction Manager and all Subcontractors with policy limits as stated in Paragraph 1 above. This policy shall cover liability arising out of any auto (including owned, hired, and non-owned autos) used in connection with the Work on the Project and shall include coverage for loading and unloading hazards. Automobile liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01. No aggregate shall be permitted.
			2. **Umbrella/Excess Liability Insurance**. An Excess or Umbrella liability insurance policy shall be provided by Construction Manager and all Subcontractors with policy limits as indicated in Paragraph 1. This policy shall be excess of the CGL, automobile liability, and employer’s liability insurance on a “following form” basis of underlying policies. This policy shall be excess over and be no less broad than the CGL, Automobile Liability, Employer’s Liability as described in these insurance requirements, including but not limited to the required additional insured status, designated project(s) and/or location(s), general aggregate, waiver of subrogation, notice of cancellation, and prohibited exclusions or limitations, The policy shall provide coverage where underlying primary insurance coverage limits are exhausted or otherwise unavailable or inadequate to cover a loss. Any excess or umbrella policy shall be kept in force at all times during the course of this Agreement and until all claims arising out of the Work are barred by the statute of repose provided under Texas law.
			3. **Asbestos Abatement Liability Insurance**. Asbestos Abatement Liability coverage shall be provided by Construction Manager and Subcontractors with policy limits as stated in Paragraph 1 above if the Work or the Project includes asbestos containing materials. This policy shall provide coverage for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
			4. **Cyber/Privacy Liability Coverage**. Cyber/Privacy liability insurance shall be provided by Construction Manager and each Subcontractor with policy limits as stated in Paragraph 1 above to cover risk of loss to electronic data. Each policy must include coverage for electronic vandalism to electronic data, including coverage for a third party’s willful alteration of data, introduction of viruses which impact electronic data, unauthorized use of electronic data, and denial of service to website or email destinations.
			5. **Pollution Liability Coverage**. Construction Manager and each Subcontractor will provide a pollution liability policy with limits as stated in Paragraph 1 above that covers a pollution event or release on the Project resulting from their activities under and during the term of this Agreement and for completed operations. The Pollution Liability policy shall provide coverage for “sudden & accidental” and gradual occurrences arising from the Work performed under this Agreement. The annual aggregate shall apply separately to this Project. Pollution liability insurance with coverage as specified herein shall be maintained until all claims arising out of the Work are barred by applicable statutes of limitation and repose.

Purchase of an extended discovery period or an extended reporting period will not be sufficient to comply with each entity’s obligations hereunder. This policy shall include coverage for: (i) the full scope of the particular entity’s operations (on-going and completed), as described in this Agreement or in any subcontract or separate agreement concerning the Project; (ii) losses arising from pollutants, including but not limited to fungus, bacteria, biological substances, mold, microbial matter, asbestos, lead, silica and contaminated drywall; (iii) third party liability for bodily injury, property damage, clean up expenses, and defense costs arising from the entity’s operations; (iv) diminution of value and natural resources damages; (v) contractual liability; (vi) claims arising from use of any owned or non-owned disposal sites arising out of the insured entity’s activities in connection with this Agreement; (vii) bodily injury to include physical injury, sickness, disease, death, mental anguish, medical monitoring and emotional distress sustained by any person; and (viii) all attorneys’ fees, expenses and other costs that are related to or that arise out of or from the investigation or adjustment of any claim or in connection with any court, arbitration, mediation, state administrative hearing, or other proceeding of any kind that arise out of or that are related to a Pollution Condition(s). Coverage under this policy shall include a **seven (7)-**Day minimum occurrence period for emergency response costs. The Pollution Liability insurance policy shall not include any type of exclusion or limitation of coverage applicable to claims arising from any of the following:

* Insured vs. insured actions (however, an exclusion for claims made between insureds within the same economic family is acceptable).
* Impaired property that has not been physically injured.
* Materials supplied or handled by the named insured; any exclusionary language pertaining to materials supplied by the insured is subject to the Owner’s review and approval.
* Property damage to the work performed by Construction Manager or any Subcontractor.
* Faulty workmanship as it relates to clean up costs.
* Punitive, exemplary or multiplied damages.
* Work performed by Subcontractors or sub-subcontractors of any tier.
* Contractual liability incurred as a result of an injury to an employee of the insured.

“Pollution Condition(s)” means the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, sewage, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, mold, silt, sedimentation, low-level radioactive material and waste materials into or upon land, the atmosphere or any watercourse or body of water, including groundwater, provided such conditions are not naturally present in the environment in the amounts or concentrations discovered.

* + - 1. **Professional Liability Coverage**. Construction Manager and each Subcontractor will provide Professional liability coverage (“PL”) with policy limits as set forth in Paragraph 1 above as will insure from and against all negligent acts, errors, and omissions in any services performed by Construction Manager and each Subcontractor, and their agents, representatives, employees, and lower-tier sub-subcontractors. PL coverage shall provide full prior acts coverage or a retroactive date not later than the date the services are first performed by the entity in connection with the Project. This policy shall not include any type of exclusion or limitation of coverage applicable to claims arising from: (i) bodily injury or property damage where coverage is provided on behalf of Subcontractors; (ii) habitational or residential operations; (iii) pollution, mold and/or microbial matter and/or fungus and/or biological substance; (iv) punitive, exemplary or multiplied damages; (v) professional liability of the Construction Manager arising out of the negligence of Construction Manager; or (vi) design/build services. This insurance shall be maintained until all claims arising out of the Work are barred by applicable statutes of limitation and repose.
			2. **Builder’s Risk Coverage**. Builder’s Risk coverage shall be purchased by the Construction Manager for the entire Project on an “all risk” completed value form at 100% of the Final Guaranteed Maximum Price with coverage automatically increasing to provide constant limits of insurance at full 100% of all insurable values as they are created during construction and to cover the amount of any Change Orders, Owner Change Directives, or Modifications that increase the replacement value of the Project. Coverage shall be at least as broad as an unmodified ISO Special Causes of Loss Form ISO CP 10 30 06 95 and shall include coverage for fire, extended coverage, vandalism and malicious mischief, theft, collapse, flood and earth movement, and named storm. Any exclusions to this Builder’s Risk coverage form require Owner approval. Such insurance shall (a) designate the Owner and Indemnitees, Construction Manager, and all Subcontractors of any tier (as their interests appear), and all loss payees and mortgagees (as their interests appear) as insureds on the policy and Owner and Indemnitees as loss payees; and (b) be primary and non-contributing to any other insurance coverage available to the insureds, as to whom their other insurance shall be excess, secondary and noncontributing to losses covered by Builder’s Risk insurance. The Builder’s Risk insurance shall not include any requirement that protective safeguards are in-place or maintained on the Project. The termination of coverage provision shall be endorsed to permit coverage to continue during any interim period of occupancy of the covered property while being constructed. This insurance shall be maintained in effect until the earlier of the following dates: (i) the date on which termination of coverage has been approved after Final Payment has been issued to and accepted by the Construction Manager, as provided for in the Contract Documents; or (ii) the date on which the insurable interests in the covered property of all insureds other than the Owner have ceased. Loss, if any, shall be adjusted with and made payable to Owner as trustee for the insureds. Such insurance shall cover at a minimum the following:
* All structure(s) under construction, including retaining walls, paved surfaces and roadways, bridges, glass, foundation(s), footings, underground pipes and wiring, excavations, grading, backfilling or filling.
* All temporary structures (e.g., fencing, scaffolding, cribbing, false work, forms, site lighting, temporary utilities and buildings) located at the site.
* All property including materials and supplies on-site for installation and at other locations but intended for use at the site.
* All property including materials and supplies in transit to the site for installation by all means of transportation other than ocean transit.
* The cost of debris removal equal to the lesser of: (i) 25% of the amount of loss, or (ii) $5,000,000 per occurrence.
* Other property for which an insured is liable in connection with the Project, including Owner furnished or assigned property.
	+ - * 1. For renovation projects or projects that involve portions of Work contained within an existing structure, the policy must also include coverage in the additional sum of $1,000,000.00, or the value of the Final Guaranteed Maximum Price, whichever is less. These policy limits are in addition to the Builder’s Risk policy limit that is equal to the Final Guaranteed Maximum Price for Existing Property and Owner-furnished items, if any, specified by Owner. For purposes herein, “Existing Property” means existing buildings or structures, as well as, all personal property contained therein, but does not include personal property owned or operated by Construction Manager or any Subcontractors.
				2. For Owner-furnished items or materials that will be in care, custody or control of Construction Manager, Construction Manager shall be responsible for any and all damages and losses thereto.
				3. **Sublimits**. For those properties located within a Tier 1 or 2 windstorm area, named storm coverage must be provided with limits as specified by Owner. For those properties in flood prone areas, floor insurance coverage must be provided with limits specified by Owner. Owner may specify additional sublimits applicable to the Project in the Owner’s Special Conditions set forth in **Exhibit C**.
				4. The policy shall include the following endorsements:

Builder’s Risk insurance shall be specific as to coverage and not contributing insurance with any permanent insurance maintained on the property;

The policy shall not contain an occupancy clause suspending or reducing coverage should Owner partially occupy the site and before the parties have determined Substantial Completion; and

Valuation of any loss for the renovation and any existing property (exclusive of building and existing structures) shall be at replacement cost.

* + - * 1. **Deductibles**. Deductibles shall not exceed the following:

All risks of direct damage, $25,000 per occurrence.

Delayed Opening Waiting Period: 5 Days.

Earthquake and Earthquake Sprinkler Leakage, $100,000 per occurrence.

Flood. The deductible per occurrence shall be 5% of the value-at-risk-at-time-of-loss (“VARTOL”) with a minimum VARTOL of $250,000. If flood insurance is purchased through National Flood Insurance Program, the deductible shall be the maximum amount of insurance purchased thereunder.

* + - * 1. The Builder’s Risk policy shall remain in effect until the time Owner has approved the transfer of the risk of loss from the Project.
				2. Additional requirements may be specified by Owner.
			1. **Insurance Required of Subcontractors**. Each Subcontractor must provide all coverages identified above with limits as set forth in Paragraph 1 above. The limits of such insurance may be adjusted in accordance with the nature of each Subcontractor's operations but, if such adjustment is requested, it must be submitted to Owner for approval before the Subcontractor enters into an agreement or any Work commences under the agreement in question.
			2. **Inclusion of Insurance Information in Bid Packages**. Construction Manager shall include required insurance information in trade bid/proposal packages and indicate on bid/proposal forms the insurance that bidders/proposers are to include in their responses. The Construction Manager shall not commence any phase of the Work under this Agreement until it has obtained all insurance required for that phase and until evidence of the required insurance has been reviewed and approved by the Owner. Owner’s review and approval of the insurance shall not affect the liability of either party.
			3. **General Terms for All Insurance Policies**. All insurance coverages must be placed with carriers acceptable to Owner, licensed to do business in Texas and rated A-/VII or better by A.M. Best, confirmed by one or more insurance certificates on an Acord 25 form, with all information fully provided as required by the form. All insurance coverages shall be written on an occurrence basis (except Professional Liability) and shall be primary and not excess insurance vis-à-vis any coverage, any self‑insurance, or other policy of insurance maintained by Owner. Any coverage underwritten on a claims-made basis must include a retroactive date for the policy and all renewals must be coincident with the effective date of the Agreement. Any premiums for this extended reporting period shall be paid by Construction Manager. Certificates of insurance and additional insured endorsements required herein shall provide that the policies shall be primary without right of contribution from any insurance carried by Owner. Each policy, other than Worker’s Compensation/Employer’s Liability and Professional Liability, shall contain a severability of interest clause stating *“it is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company’s liability.”* Each policy shall provide for full separation of insureds and include no insured v. insured limitations or exclusions.
			4. **Additional Insured Status**. Owner and Indemnitees (as defined in the Agreement) and their officers, directors, agents, and employees shall be included as additional insureds on policies procured by Construction Manager and all Subcontractors, except Worker’s Compensation and Professional Liability, using ISO Additional Insured Endorsements CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (Completed Operations) or their equivalent, as approved by Owner. Insured requirements for the Builder’s Risk coverage are contained in Paragraph 10 above wherein Owner and the Indemnitees shall be listed as insureds and loss payees. Construction Manager and all Subcontractors shall provide additional insured endorsements demonstrating the insured status of Owner and the Indemnitees as provided herein on such forms as required by Owner.
			5. **Waivers of Subrogation**. All Worker’s Compensation, Employers’ Liability, Automobile Liability, Commercial General Liability, Excess Liability, Builder’s Risk, and Pollution Liability insurance policies (including those procured by Subcontractors) must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against Owner and Indemnitees and their officers, directors, agents, and employees. With respect to all such policies, Construction Manager waives any and all rights of recovery or subrogation against Owner and its Indemnitees and their officers, directors, agents, and employees.
			6. **Evidence/Proof of Insurance/Endorsements**. Evidence of the insurance coverage required of the Construction Manager must be furnished to Owner before commencement of the Work (or, with respect to Subcontractors, before such entity begins its portion of the Work) and as coverage renews. Evidence of coverages shall be provided in certificates of insurance with a copy of the Commercial General Liability policies and all endorsements. The insurance policies shall provide or be endorsed to include a requirement for each insurer to give Owner notice at least **thirty (30)** Days prior to any (i) non-renewal; (ii) cancellation; or (iii) material change. “Material Change” includes, without limitation (i) a change in the policy period; (ii) a material revision to, or removal of, a coverage section; (iii) a reduction of the amount of limits of insurance, provided such reduction is not the result of payment of damages, medical expenses, or claim expenses; or (iv) an increase of the amount of any self-insured retentions. Similarly, the Commercial General Liability policy shall be endorsed to include a **ten (10)-**Day Notice of Non-Payment of Premium in favor of Owner.
			7. **Notification to** **Owner**. Any and all policies, endorsements, approvals, certificates of insurance and/or notifications of cancellation, non-renewal, or material change shall be transmitted to:

**Adam Lane**

**JPS Health Network**

1500 South Main Street

Fort Worth, Texas 76104

Telephone: 817-702-9998

Email: ALane02@jpshealth.org

**Darrick Walls**

**JPS Health Network**

1500 South Main Street

Fort Worth, Texas 76104

Telephone: 817-691-2062

Email: dwalls@broaddususa.com

with a copy to:

**Daphne Walker**

**Sr. Vice President, Chief Legal Counsel**

1500 South Main Street

Fort Worth, Texas 76104

Telephone: 817-702-9988

Email: DWalker10@jpshealth.org

* + - 1. **Deductibles, Retentions & Exclusions**. Insurance deductibles shall be paid by Construction Manager or Subcontractors without reimbursement by Owner. Any under-insurance, self-insurance, self-insured retentions (SIR), deductibles, and exclusions in coverage in the insurance policies required under this agreement to the extent applicable, shall be assumed by, for the account of and at the sole risk of Construction Manager and Subcontractors. All deductibles and self-insured retentions shall be disclosed to Owner before the placement of any insurance or commencement of the Work under the Agreement.
			2. If Construction Manager elects to self-insure or to maintain insurance required herein subject to deductibles and/or retentions exceeding the foregoing deductible amounts, Construction Manager shall be obligated to grant Owner all rights against Construction Manager to the same extent as if Construction Manager had maintained the insurance required hereunder with a commercial insurer, including but not limited to additional insured status (as to liability policies other than Workers’ Compensation Insurance and Professional Liability Insurance), primary and non-contributory liability, waivers of rights of recovery, other insurance clauses, and any other extensions of coverage required herein. Construction Manager shall pay from its assets the costs, expenses, damages, claims, losses and liabilities, including attorney’s fees and necessary litigation expenses at least to the same extent all of the foregoing would have been covered had Construction Manager maintained the insurance required hereunder with a commercial insurer.
			3. **Construction Manager’s Duty to Review**. Construction Manager represents and acknowledges it has carefully reviewed its insurance program with its legal and risk advisors and believes its insurance policies comply with the insurance requirements in this Agreement, and further acknowledges a continuing obligation to ensure its insurance policies remain compliant herewith. Within 48 hours of a written request by Owner, Construction Manager shall submit true and complete copies of Construction Manager’s policies of insurance in electronic form by emailing true and complete of such policies to Owner’s insurance analyst. The true and complete copies of all applicable insurance policies shall be submitted in a timely manner, as no contract will be executed without the receipt, review, negotiation, and Owner acceptance, of the submitted policies. The policies shall include therewith a letter provided by Construction Manager’s broker, agent, or its applicable insurance carrier representative for each policy, certifying that the electronic copies of the policies as furnished are true and correct copies. In addition, upon conducting such review, if Owner’s insurance analyst determines Construction Manager’s insurance policies contain deficiencies that cause such policies to fail to comply with the insurance requirements of this Agreement, Construction Manager agrees to reimburse Owner for all costs and fees incurred in attempting to resolve such policy deficiencies by modification or special endorsement thereof. Construction Manager shall not cause or permit any required insurance to cancel or lapse prior to the expiration of all warranty periods, provided however, policy duration for Builder’s Risk (or as applicable, an installation floater) is not governed by this provision. Construction Manager must update all expired policies prior to submission of any pay application.
			4. **Right to Review**. Owner reserves the right to review all insurance requirements and to require deletion, revision, and/or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulations that are binding upon Owner, Construction Manager, or the underwriter) on any such policies when deemed necessary and prudent by Owner based upon changes in statutory law, court decisions, or the claims history of the industry and/or of Construction Manager, provided however, such modifications must be commercially available to Construction Manager. Owner shall make an equitable adjustment to the Final Guaranteed Maximum Price for any additional cost resulting therefrom.
			5. **Failure to Obtain or Maintain**. Failure to timely obtain and maintain the insurance coverages as required under this Agreement may subject Construction Manager to disqualification from eligibility to participate in any other or future projects with Owner and/or suspension or termination of Work for cause pursuant to the Contract Documents. Construction Manager shall provide Owner **thirty (30)** Days’ written notice of erosion of any aggregate limits below the minimum amounts required by this Agreement. In the event Construction Manager fails to timely renew or pay any of the renewal premiums for any expiring policies, Owner shall have the right (but not the obligation) to: (i) make such payments; and/or (ii) acquire replacement coverage, and set off the amount(s) or costs thereof against the next payment(s) coming due to Construction Manager under this Agreement or under any other contract between Owner and Construction Manager. Owner may withhold any payments due to Construction Manager from this Project or any other Owner project until satisfaction is achieved.
			6. **Enforceability of Requirements**. None of the requirements contained herein as to types, limits, or Owner's approval of insurance coverage to be maintained by Construction Manager or any Subcontractor is intended to and shall not in any manner limit, qualify, or quantify the liabilities and obligations assumed by Construction Manager under the Agreement or otherwise provided by law. All insurance coverages required by the Agreement, as amended by Owner, shall be written in strict conformance with these requirements to provide complete and full coverage to Owner for Construction Manager’s and Subcontractors’ operations and completed operations. If coverages and/or specified endorsements are not available due to a change in Texas law, Construction Manager shall secure equivalent coverages, which shall be subject to approval by Owner. To the extent any provision of these insurance requirements is held to be void, voidable, invalid, or unenforceable, the remainder of these insurance requirements shall not be affected thereby and shall remain valid and fully enforceable.
			7. **Losses Paid by Construction Manager**. Actual losses not covered by insurance as required by this Agreement shall be paid by Construction Manager. Construction Manager hereby waives all rights of recovery and releases, and shall cause all Subcontractors to release Owner from any and all claims or causes of action whatsoever which Construction Manager and/or Subcontractors might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or which should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by Construction Manager or Subcontractors pursuant to the Agreement.
			8. **Owner a Third-Party Beneficiary**. It is hereby acknowledged and agreed that, based on the Agreement into which this **Exhibit B** is incorporated, Owner is intended to be and hereby is a third-party beneficiary of any agreement(s) between Construction Manager and any and all Subcontractors and persons who procure, or cause to be procured any insurance policy and any renewals thereof, for the Project.
			9. **Required Insurance Coverages No Effect On Indemnification**. The insurance and insurance limits required herein shall not be deemed as a limitation on Construction Manager's liability under the indemnifications granted to Owner.
			10. **No Warranty That Insurance Limits Will Be Adequate to Fully Protect Construction Manager**. The insurance requirements set out herein shall not be interpreted as any representation or warranty that the insurance coverage and limits will necessarily be adequate to fully protect Construction Manager.
1. **BONDING REQUIREMENTS**
	* + 1. **Security/Bid Bond**. Construction Manager shall provide a Security Bond/Bid Bond on the form provided by Owner in **Exhibit B-3** in the amount of **five percent (5%)** of the Owner’s budget for the Project. The surety for a Security Bond shall meet the same requirements as set forth for payment and performance bonds. The Security/Bid Bond will be issued for a period not to exceed six (6) months and will be automatically renewed unless cancelled by written notice to Construction Manager and Owner, received by Owner within **sixty (60)** Days prior to the applicable expiration date. If the Bid Bond is cancelled, Construction Manager shall replace the Bid Bond, or provide other financial security under terms substantially the same as the Bid Bond and otherwise acceptable to Owner, in Owner’s sole discretion, within **thirty (30)** Days of Owner’s receipt of the surety’s notice of cancellation, failing which, Construction Manager shall be deemed to be in default of its obligations under and to have committed a material breach of this Agreement and Owner may proceed in accordance with the provisions of the Contract Documents, and/or be entitled to enforce any other remedy or right the Owner may have hereunder.
			2. **Performance and Payment Bonds**. Construction Manager shall provide Performance and Payment Bonds, each with penal sums in the amount of one hundred percent (100%) of the value of the Final Guaranteed Maximum Price upon Owner’s execution of the Agreement, unless it has not been established at the time the Agreement is executed and then in conformance with the amount equal to the construction budget specified in the RFQ/RFP, in accordance with the requirements of *Tex. Gov’t. Code § 2269.258* and *§ 2253.001 et seq.*, and in such form attached hereto as **Exhibit B-1**, and **Exhibit B-2**, respectively. No Notice to Proceed shall be issued until the bonds are received and approved by Owner. At all times, Construction Manager’s Performance and Payment Bonds will cover the approved Work Package amounts and the Final Guaranteed Maximum Price as set forth in the Final Guaranteed Maximum Price Amendment. To the extent a Work Package is issued under Section 3.3 of the Agreement, and Construction Manager has not provided a performance and payment bond under *Tex. Gov’t. Code § 2269.258*, Payment and Performance bonds with penal sums equal to the authorized dollar amount of the Work Package Authorization shall be provided. Without limiting any other requirements or obligations of the surety, the Performance Bond shall cover Construction Manager's warranty obligations for a period not less than two (2) years from the date of the issuance of the Certificate of Substantial Completion, and shall include coverage for any liquidated damages for which Construction Manager may be liable under this Agreement.
			3. In addition to the above requirements, all bonds shall be issued with the Owner as the named obligee and shall be executed by a corporate surety company authorized to do business in the State of Texas and which shall hold a certificate of authority from the United States Department of Treasury to qualify as a surety on obligations permitted or required under federal law. All bonds shall have a Power of Attorney attached. Performance and Payment bonds shall be provided before any Work is performed.
			4. Costs, premiums or other charges for or relating to Subcontractor bonds and/or Subcontractor default insurance are not reimbursable as Costs of the Work or as General Conditions Costs and will not be reimbursed.

**FORM OF PERFORMANCE BOND**

**(SEE ATTACHED)**

CONTRACT NO.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BOND NO.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**STATE OF TEXAS** §

§

**COUNTY OF TARRANT** §

|  |
| --- |
| **PERFORMANCE BOND** |
| KNOW ALL PERSONS BY THESE PRESENTS: |

That we \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Principal, hereinafter referred to as "Principal" and \_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a corporate surety/sureties, duly authorized to do business in the State of Texas, hereinafter referred to as "Surety" (whether one or more), are held and firmly bound unto **Tarrant County Hospital District d/b/a JPS Health Network**, a hospital district and political subdivision of the State of Texas, hereinafter referred to as “**JPS**” in the penal sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ($\_\_\_\_\_\_\_\_\_\_\_\_\_)**,** lawful money of the United States, to be paid in Fort Worth, Tarrant County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered into a certain contract with JPS, dated the \_\_\_\_\_ day of \_\_\_\_\_\_\_ 20\_\_\_, attached hereto and incorporated herein for all purposes as if fully set forth herein, to furnish all materials, equipment labor and other accessories as defined by law, in the prosecution of the work provided for said contract.

**NOW THEREFORE**, the condition of this obligation is such that if the said Principal shall faithfully perform said contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said contract, agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said contract and the plans and specifications therein referred to, and as well during any period of extension of said contract that may be granted on the part of JPS, as during the original terms of same, then this obligation shall be and become null and void, otherwise to remain in full force and effect.

**PROVIDED FURTHER,** that if any legal action be filed on this Bond, venue shall lie in Tarrant County, Texas.

**AND PROVIDED FURTHER**, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder.

This bond is executed in compliance with the provisions of Chapter 2253 of the Texas Government Code as amended.

**PERFORMANCE BOND**
**(Continued)**

**IN WITNESS WHEREOF**, the Principal and the Surety have signed this instrument by duly authorized agents and officers and affixed corporate seals hereto on the \_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_.

|  |  |
| --- | --- |
| Principal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Surety: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Print First Name and Seal)By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: Attorney in Fact |  |
|  |
| Surety Contact Information where any notice of claim should be sent:Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Mailing Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Physical Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Telephone Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
| The address of the Surety to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the following toll-free number: 1-800-252-3439. |

**[ATTACH POWER OF ATTORNEY FOR SURETY’S ATTORNEY-IN FACT]**

EXHIBIT B-2

**FORM OF PAYMENT BOND**

**(SEE ATTACHED)**

CONTRACT NO.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BOND NO.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**STATE OF TEXAS**  §

§

**COUNTY OF TARRANT** §

|  |
| --- |
| **PAYMENT BOND** |
| KNOW ALL PERSONS BY THESE PRESENTS: |

That we \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Principal, hereinafter referred to as "Principal" and \_\_\_\_\_\_\_\_\_\_\_, a corporate surety/sureties, duly authorized to do business in the State of Texas, hereinafter referred to as "Surety" (whether one or more), are held and firmly bound unto **Tarrant County Hospital District d/b/a JPS Health Network**, a hospital district and political subdivision of the State of Texas, hereinafter referred to as "**JPS**" in the penal sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), lawful money of the United States, to be paid in Fort Worth, Tarrant County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS,** the Principal has entered into a certain contract with JPS, dated the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 20 , attached hereto and incorporated herein for all purposes as if
fully set forth herein, to furnish all materials, equipment labor and other accessories as defined by law, in the prosecution of the work provided for in said contract.

**NOW, THEREFORE,** the condition of this obligation is such that if the said Principal, shall pay all sub-contractors, workmen, laborers, mechanics, furnishers of material and claimants (as defined in Chapter 2253 of the Texas Government Code, as amended) supplying labor and material to him or sub-contractor in the prosecution of the work provided for in said contract, all monies to them owing by Principal for sub-contracts, work, labor, and materials furnished for the construction of such improvements for JPS, then this obligation shall be and become null and void, otherwise to remain in full force and effect.

**PROVIDED FURTHER,** that if any legal action be filed on this Bond, venue shall lie in Tarrant County, Texas.

**AND PROVIDED FURTHER,** that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work performed thereunder, or the plans, specifications, drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work to be performed hereunder.

This bond is executed in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended.

**Payment Bond
(Continued)**

 BOND NO.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**IN WITNESS WHEREOF**, the Principal and Surety have signed and sealed this instrument by duly authorized agents and officers and affixed corporate seal hereto on this the \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

|  |
| --- |
| Principal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Surety: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Print First Name and Seal)By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: Attorney in Fact |
|  |
| Surety Contact Information where any notice of claim should be sent:Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Mailing Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Physical Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Telephone Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

The address of the Surety to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the following toll-free number: 1-800-252-3439.

**[ATTACH POWER OF ATTORNEY FOR SURETY’S ATTORNEY-IN FACT]**

EXHIBIT B-3

**FORM OF BID BOND**

**(SEE ATTACHED)**

|  |
| --- |
| **TARRANT COUNTY HOSPITAL DISTRICT D/B/A/ JPS HEALTH NETWORK** |
| **BID BOND** |

**KNOW ALL PERSONS BY THESE PRESENTS,**

That we, (Bidder Name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as "Principal," and (Surety Name) \_, a corporation or firm duly authorized to transact surety business in the State of Texas, hereinafter called the Surety, are held and firmly bound unto **Tarrant County Hospital District d/b/a JPS Health Network**, a hospital district and political subdivision of the State of Texas, hereinafter referred to as “**JPS**”, in the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_\_\_\_\_\_\_\_\_\_\_), the payment of which sum will be well and truly, made, and the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS,** the Principal has submitted a Proposal to perform work for the following project of JPS, identified as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**NOW, THEREFORE,** if JPS shall award the Contract for the foregoing project to the Principal, and the Principal shall satisfy all requirements and conditions required for the execution of the Contract and shall enter into the Contract in writing with JPS in accordance with the terms of such proposal, then this bond shall be null and void. If the Principal fails to execute such Contract in accordance with the terms of such Proposal or fails to satisfy all requirements and conditions required for the execution of the Contract in accordance with the Proposal, this Bond shall become the property of JPS, without recourse of the Principal and/or Surety, not as a penalty but as liquidated damages.

Signed this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

Principal Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Surety:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its: Attorney-in-Fact

**[ATTACH POWER OF ATTORNEY FOR SURETY’S ATTORNEY-IN-FACT]**

exhibit c

**OWNER’S SPECIAL CONDITIONS**

**Exhibit C**

**OWNER’S SPECIAL conditions**

Capitalized terms as used herein such as “Owner”, “Construction Manager”, “Subcontractor”, “Project”, and “Agreement” are used as defined in that certain ***Standard Form of Agreement between Owner and Construction Manager as Constructor***,AIA Document A133 – 2019 ed., as modified for this Project, and shall each have the meanings set forth in the Agreement. Definitions set forth in Section 1.1 of the ***General Conditions of the Contract for Construction***, AIA Document A201-2017 ed., as modified for this Project, are hereby fully incorporated into this **Exhibit C** as if copied verbatim herein.

1. **Confidentiality**
	1. Protection of Confidential Information. Construction Manager hereby acknowledges, understands and agrees: (i) that in the course of conducting its due diligence regarding the provision of services to Owner, certain Confidential Information will be disclosed to Construction Manager; and (ii) that whether developed by Owner or others employed by or associated with Owner, all Confidential Information is, and shall remain, the exclusive and confidential property of Owner, and shall be at all times regarded, treated and protected as such by Construction Manager in accordance with the Agreement. Failure to mark any information "Confidential" shall not affect the confidential nature of such information.
	2. Confidential Information. Confidential Information includes the information set forth in Section 1.1.8 of the A201-2017, and includes the following:
		1. Work product resulting from, or related to the business and/or operations of Owner, including but not limited to, methods, processes, procedures, analysis, techniques, and audits used by Owner in connection therewith.
		2. Computer software of any type or form in any stage of actual or anticipated research and development, including, but not limited to, programs and program modules, routines and subroutines, processes, algorithms, design concepts, design specifications (design notes, annotations, documentation, flowcharts, coding sheets, and the like), source code, object code and load modules, programming, program patches, and system designs.
		3. Information relating to Owner’s proprietary rights prior to any public disclosure thereof, including but not limited to, the nature of the proprietary rights, production data, technical and engineering data, test data and test results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights, and trade secrets).
		4. Internal personnel and financial information, vendor names and other vendor information (including vendor characteristics, services, and agreements), customer lists and contacts, business plan(s), purchasing and internal cost information, internal services and operational manuals, pricing, marketing, and all other manner and methods of conducting Owner’s business.
		5. Marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of Owner which have been or are being discussed.
	3. Covenants. As a consequence of Construction Manager’s acquisition or anticipated acquisition of Confidential Information, Construction Manager will occupy a position of trust and confidence to Owner with respect to Owner’s affairs and business. In view of the foregoing and of the mutual consideration to be provided to each party, Construction Manager agrees that it is reasonable and necessary that it make the following covenants:
		1. Both during and forever after the performance of any due diligence investigation, Construction Manager will not disclose Confidential Information to any person or entity other than as necessary in carrying out its duties on behalf of Owner and/or due diligence investigation, without first obtaining Owner’s prior, written consent, and Construction Manager will take all reasonable precautions to prevent inadvertent disclosure of such Confidential Information. This prohibition against Construction Manager’s disclosure of Confidential Information includes, but is not limited to, disclosing the fact that any similarity exists between the Confidential Information and information independently developed by another person or entity, and Construction Manager understands that such similarity does not excuse Construction Manager from abiding by its covenant or other obligations pursuant to the Agreement.
		2. Both during and after the conduct of its due diligence investigation, Construction Manager will not use, copy, or transfer Confidential Information other than as necessary in carrying out its duties on behalf of Owner and/or due diligence investigation, without first obtaining prior written consent of Owner, and will take all reasonable precautions to prevent inadvertent use, copying, or transfer of such Confidential Information. This prohibition against Construction Manager’s use, copying, or transfer of Confidential Information includes, but is not limited to, selling, licensing, or otherwise exploiting, directly or indirectly, any products or services, including software in any form, that embody or are derived from Confidential Information.
	4. Use. Construction Manager agrees not to make any written use of or reference to Owner’s name or registered or unregistered trademarks (or any names under which Owner conducts business or operations) for any marketing, public relations, advertising, display or other business purpose or make any use of Owner’s facilities for any activity related to the express business purposes and interests of Owner pursuant to the Agreement, without the prior written consent of Owner, which consent may be withheld or granted in Owner’s sole and absolute discretion. Construction Manager agrees not to utilize, either directly or indirectly, any Confidential Information in order to facilitate or create direct business relationships with business customers of Owner.
	5. Open Records Request or Similar Requests for Information. In the event that Construction Manager receives a request to disclose all or any part of the Confidential Information under the terms of the Texas Public Information Act, a subpoena or other order issued by a court of competent jurisdiction or by another governmental agency, Construction Manager shall: (i) notify Owner of the existence, terms, and circumstances surrounding such a request within one (1) business day of the receipt of the request; (ii) notify the entity requesting the information that such a request for information should be submitted to Owner, not Construction Manager; (iii) provide the entity requesting the information the contact information of Owner’s public information coordinator; and (iv) forward all responsive information to Owner within two (2) business days of the receipt of the request.
	6. Confidentiality Provisions Applicable to Owner. Subject to the provisions of Section 1.7 below, Owner shall keep confidential all information, in whatever form, produced, prepared, or observed by Construction Manager to the extent that such information is stamped “Confidential Information” or otherwise determined to be confidential by Applicable Laws.
	7. Public Records. Notwithstanding any provisions of the Agreement to the contrary, Construction Manager understands that Owner will comply with the Texas Public Information Act, Tex. Gov’t. Code Ch. 552. If contacted by Owner, Construction Manager will cooperate with Owner in the production of documents responsive to the request. Construction Manager agrees to provide the documents responsive to the request in the format and within the time frame specified by Owner. Construction Manager may request that Owner seek an opinion from the Office of the Attorney General of Texas. However, the final decision whether to seek a ruling from the Office of the Attorney General of Texas will be made by Owner in its sole discretion to comply with the legal requirements of the Texas Public Information Act. Additionally, Construction Manager will notify Owner’s general counsel within twenty-four (24) hours of receipt of any third-party requests for information written, produced, collected, assembled, or maintained in connection with the Agreement and/or any amendment to the Agreement. The Agreement and/or any amendment to the Agreement and all data and other information generated or otherwise obtained in its performance is subject to the Texas Public Information Act. Construction Manager agrees to maintain the confidentiality of information received from Owner during the performance of the Agreement, including information which discloses confidential personal information particularly, but not limited to, social security numbers. Furthermore, Construction Manager is required to make any information created or exchanged with the State pursuant to the Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public as specified by Owner at no additional charge to the Owner.
2. **Suspension and Debarment.** Construction Manager, on behalf of itself and its employees, agents, representatives, and Subcontractors, represents that as of the date of, and at all times during the term of, the Agreement, the following shall be true, complete, and correct:
	1. Construction Manager is in compliance or will comply with, to the extent applicable, Owner’s compliance program and all applicable federal and state laws and regulations therein, including, but not limited to, federal and state healthcare fraud and abuse provisions;
	2. Construction Manager is not a target or subject of a federal or state criminal, civil, or administrative investigation;
	3. Construction Manager is not a party to any actual or threatened criminal, civil, or administrative action or proceeding concerning a potential violation of federal or state laws including, but not limited to, federal or state healthcare fraud and abuse provisions;
	4. Construction Manager has not been convicted of any crime relating to any federal and/or state program; and
	5. Construction Manager is not, and has not previously been, excluded, debarred, suspended, or otherwise deemed ineligible from participating in any federal or state healthcare program or other federal or state program.

During the term of the Agreement, Construction Manager shall immediately give Owner written notice if Construction Manager is not in compliance with any provision of this Section 2. Upon the occurrence of such event, whether or not notice is given to Owner, Owner may terminate the Agreement effective immediately upon written notice to Construction Manager.

1. **Historically Underutilized Businesses**. Construction Manager will proactively comply with Owner’s established policies regarding the utilization of S/W/MBE/HUB entities and goals, and all other applicable administrative rules and statutes relating to utilization of S/W/MBE/HUB entities for the Project.
2. **Equal Opportunity.** Construction Manager shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. Construction Manager shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief. Such action shall include, but not be limited to, the following: (i) employment, upgrading, demotion, or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. Construction Manager shall post in conspicuous places, available to employees or applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination Section. Construction Manager shall include this Section in all subcontract agreements pertaining to the services to be provided under the Agreement.
3. **Nondiscrimination.** In their execution of the Agreement, the parties and others acting by or through them shall comply with all federal and state laws prohibiting discrimination, harassment, and sexual misconduct. To the extent not in conflict with federal or state law, the parties agree not to discriminate on the basis of race, color, national origin, age, sex, religion, disability, veterans’ status, sexual orientation, gender identity or gender expression. Any breach of this covenant may result in termination of the Agreement.
4. **Immigration Reform.** The Immigration Reform and Control Act of 1986, as amended, the Immigration Act of 1990, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, require that all employees hired since 1986 provide proof of identity and employment eligibility before they can work in the United States. Owner is committed to complying with all applicable immigration laws of the United States and requires compliance by all contractors, subcontractors, and consultants who contract with the Owner. Construction Manager shall not place any employee of Construction Manager at a worksite, nor shall Construction Manager permit any employee, nor any Subcontractor, to perform any work on behalf of, or for the benefit of, Owner without first confirming said employee’s authorization to lawfully work in the United States. Construction Manager states that Construction Manager: (i) maintains and follows an established policy to verify the employment authorization of its employees and to ensure continued compliance for the duration of employment; (ii) has verified the identity and employment eligibility of all employees in compliance with Applicable Law; (iii) has established internal safeguards and reporting policies to encourage its employees to report any suspected violations of immigration policies or of immigration law promptly to Construction Manager’s senior management; and (iv) is without knowledge of any fact that would render any employee or any Subcontractor ineligible to legally work in the United States. Construction Manager further acknowledges, agrees, and states that it: (i) has complied, and shall at all times during the term of the Agreement comply, in all respects with the Immigration Reform and Control Act of 1986 and 1990, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, and all of the laws, rules, and regulations relating thereto; (ii) has properly maintained, and shall at all times during the term of the Agreement properly maintain, all records required by the Department of Homeland Security, Immigration and Customs Enforcement, including, without limitation, the completion and maintenance of the Form I-9 for each of Construction Manager’s employees; and (iii) has responded, and shall at all times during the term of the Agreement respond, in a timely fashion to any inspection requests related to such I-9 Forms. During the term of the Agreement, Construction Manager shall, and shall cause its directors, officers, managers, agents and employees to, fully cooperate in all respects with any audit, inquiry, inspection or investigation that may be conducted by Owner or any state or county agency of Construction Manager or any of its employees. Construction Manager acknowledges, agrees, and represents that all Subcontractors permitted by it to perform services hereunder will be required to agree to these same terms as a condition to being awarded a contract for the performance of such services.
5. **E-Verify.** By entering into the Agreement, Construction Manager certifies and ensures that it utilizes and will continue to utilize, for the term of the Agreement, the U.S. Department of Homeland Security’s E-Verify system, in accordance with the U.S. Department of Homeland Security’s rules, to determine the eligibility of: (i) all persons employed to perform duties within the State of Texas, during the term of the Agreement; and (ii) all persons (including all Subcontractors) assigned by the Construction Manager to perform services pursuant to the Agreement, within the United States of America. Construction Manager shall provide, upon request of Owner and if available, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three (3) most recent hires that match the criteria above, by the Construction Manager and Subcontractors, as proof that this provision is being followed. If this certification is falsely made, the Agreement may be immediately terminated, at the discretion of Owner, and at no fault to Owner, with no prior notification. Construction Manager shall also be responsible for the costs of any re-solicitation that Owner must undertake to replace the terminated Agreement. For persons not eligible for E-Verify screening, Construction Manager (along with all Subcontractors) shall provide, upon request by Owner, another form of documentation of proof of eligibility to work in the United States of America.
6. **Entities that Boycott Israel.** Pursuant to *Tex. Gov’t. Code §2271.002*, Construction Manager certifies that either (i) it meets an exemption criteria under *Tex. Gov’t. Code §2271.002*; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Construction Manager shall state any facts that make it exempt from the boycott.
7. **Entities that Boycott Energy Companies**. Pursuant to *Tex. Gov’t. Code §2274.002*, Construction Manager certifies that either (i) it meets an exemption criteria under *Tex. Gov’t. Code §2274.002*, or (ii) it does not boycott companies that engage in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and do not commit or pledge to meet environmental standards beyond applicable federal and state law (“Energy Companies”) and will not boycott Energy Companies during the term of the Agreement. “Boycott Energy Company” has the meaning provided in *Tex. Gov’t. Code §809.001*. Construction Manager shall state any facts that make it exempt from verification.
8. **Entities that Discriminate against Firearms Entities or Trade Associations**. Pursuant to *Tex. Gov’t. Code §2274.002*, Construction Manager certifies that either (i) it meets an exemption criteria under *Tex. Gov’t. Code §2274.002,* or (ii) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association (as defined under *Tex. Gov’t Code §2274.001*) and will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. Construction Manager shall state any facts that make it exempt from verification.
9. **Prohibition Against Contracting with Companies Engaged in Business with Iran, Sudan, or other Foreign Terrorist Organizations.** In accordance with *Tex. Gov’t. Code §2252.152*, Owner is prohibited from entering into a governmental contract (as defined in *Tex. Gov’t. Code §2252.151(3)*) with a company that is identified on a list prepared and maintained under *Tex. Gov’t. Code §§806.051*, *807.051*, or *2252.153*. If Construction Manager is on the above-referenced list, the Agreement will be considered void or voidable and Owner will not be responsible to pay Construction Manager for any services performed.
10. **Excluded Parties.** Construction Manager certifies that it is not listed on the federal government’s terrorism watch list as described in Executive Order 13224.
11. **No Conflicts.** Construction Manager represents that Construction Manager has no actual or potential conflicts of interest in providing services to Owner under the Agreement and that Construction Manager’s provision of services under the Agreement would not reasonably create an appearance of impropriety.
12. **Deceptive Trade Practices Act; Unfair Business Practices Disclosures.** Construction Manager represents and states that it has not been found liable of Deceptive Trade Practices Act violations under *Tex. Bus. & Com. Code Ch. 17* or of any unfair business practice in any administrative hearing or court suit. Construction Manager further certifies that it has no officers who have served as officers of other entities who have been found liable of Deceptive Trade Practices violations or of any unfair business practices in an administrative hearing or court suit. In the event that allegations of Deceptive Trade Practices violations under *Tex. Bus. & Com. Code Ch. 17* or of any unfair business practices against either Construction Manager or any of Construction Manager’s officers have occurred or are currently pending in an administrative proceeding or in a lawsuit filed with any court, then Construction Manager has disclosed all such matters to Owner and provided a brief description of each allegation, information regarding the administrative body or court before which the matter is pending, and the current status of the matter.
13. **Disclosure of Interested Parties.** Construction Manager certifies that, if the value of the Agreement or the anticipated value of the Agreement exceeds One Million Dollars ($1,000,000), it has complied with *Tex. Gov’t. Code §2252.908* and *1 Tex. Admin. Code §§46.1* through *§46.3* as implemented by the Texas Ethics Commission (TEC), if applicable, and has provided the Owner with a fully executed TEC Form 1295, certified by the TEC and signed and notarized by the Construction Manager.
14. **General and Criminal Background Checks**
	1. Construction Manager represents that Construction Manager and Construction Manager’s employees have not been convicted of a felony criminal offense, or of a crime involving moral turpitude, or that, if such a conviction has occurred, Construction Manager has fully advised Owner as to the facts and circumstances surrounding the conviction.
	2. Construction Manager, and all of Construction Manager’s employees and Subcontractors that will perform any work or services on-Site at a county-owned property shall be subject to a criminal background check. Any expense associated with such criminal background check shall be borne by Construction Manager.
	3. All criminal background check forms for the Construction Manager and all of Construction Manager’s employees and Subcontractors that will initially commence any work on-Site must be fully completed and submitted to Owner within **fifteen (15)** Days of the date of the appropriate notice of award, and the process thereafter must be diligently pursued by Construction Manager. All criminal background checks must be completed before the Construction Manager, or any employee or Subcontractor, performs any services at the Site.
	4. All criminal background checks must be accomplished by the Texas Department of Public Safety (the “DPS”), which includes fingerprint processing by an independent third-party company selected by DPS. Upon receipt of the fingerprints of the Construction Manager and Construction Manager’s employees and Subcontractors, DPS, or Owner, will adjudicate the results of the criminal background searches in accordance with Owner’s background check requirements and guidelines. The failure to timely secure criminal background check clearance shall not be considered a legitimate delay in the performance of the services hereunder.
15. **Use of Owner Property.** Construction Manager is prohibited from using Owner Property for any purpose other than performing services authorized under the Agreement. “Owner Property” includes, but is not limited to: Owner’s office space, identification badges, Owner information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads, external hard drives, data storage devices, any Owner issued software, the Owner’s Virtual Private Network (VPN client)) information, and any other resources of Owner. Construction Manager shall not remove Owner Property from the Owner’s campus. Construction Manager may not use any computing device to access Owner’s network or e-mail. Construction Manager shall not perform any maintenance services on Owner’s Property unless the Agreement expressly authorizes such services. During the time that Owner Property is in the possession of Construction Manager, Construction Manager shall be responsible for (i) all repair and replacement charges incurred by Owner that are associated with loss of Owner Property or damage beyond normal wear and tear; and (ii) all charges attributable to Construction Manager’s use of Owner Property that exceeds the scope of the Agreement. Construction Manager shall fully reimburse such charges to Owner within **ten (10)** Days of Construction Manager’s receipt of Owner’s notice of amount due. Use of Owner Property for a purpose not authorized by the Agreement shall constitute breach of the Agreement and may result in termination of the Agreement and the pursuit of other remedies available to Owner under contract, at law, or in equity.
16. **Drug-Free Work Place.** Construction Manager, Construction Manager’s employees, and Subcontractors shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law No. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and Construction Manager, Construction Manager’s employees, and Subcontractors shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.
17. **No Smoking.** All facilities where Work is to be performed or services rendered are nonsmoking buildings. Construction Manager, Subcontractors, and all of their employees are prohibited from smoking in all areas except in areas designated for smoking.
18. **Signage.** Neither Construction Manager, nor any Subcontractor, shall display or distribute any advertising signs or notices of any kind whatsoever upon Owner’s premises without the prior written permission of Owner.

**Exhibit D**

**OWNER-PROVIDED INFORMATION**

 Owner shall, with reasonable promptness, provide Construction Manager a copy of, or reasonable access to, the following information and documentation regarding the Project:

1. Owner’s Construction, Renovation and Maintenance Activity Safety Policy dated 06/07/2021.
2. Owner’s Rules and Regulations for Construction.
3. Owner’s HIPAA Policy.

Exhibit e

**Preconstruction invoice format**

exhibit f

**preconstruction hourly rates/salaries/wages**

exhibit g

**WORK PACKAGE AUTHORIZATION TEMPLATE**

|  |
| --- |
| **WORK PACKAGE AUTHORIZATION NO. \_\_** |

**Project:**  **(the “Project”)**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 202\_\_**

**To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Construction Manager”)**

**Agreement: Standard Form of Agreement Between Owner and Construction Manager as Constructor – AIA Document A133 – 2019, dated \_\_\_\_\_\_\_\_\_\_\_\_, 202\_\_ (the “Agreement”)**

Capitalized terms as used herein such as “Owner”, “Construction Manager”, “Subcontractor”, and “Project” shall each have the meanings set forth in the Agreement. Definitions set forth in Section 1.1 of the A201-2017 are hereby fully incorporated into this Work Package Authorization as if copied verbatim herein.

Pursuant to Section 3.3 of the Agreement, the following scope of Work is authorized as a Work Package in connection with the above-referenced Project:

**1. Scope of Work:**

(a) Construction Manager is authorized to proceed with the following scope of Work:

*[Describe scope of Work]*

(b) Construction Manager intends to utilize the following Subcontractors in connection with the Work Package:

|  |  |  |
| --- | --- | --- |
| Subcontractor | Scope of Work | Contract Amount |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

 **Total: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(c) Construction Manager intends to self-perform the following scope of Work:

*[Describe scope of Work]*

**2. Notice to Proceed:**

 Construction Manager is hereby given Notice to Proceed with the scope of Work described above as of the \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 202\_\_.

**3. Authorized Amount:**

 The authorized amount of this Work Package Authorization (“Authorized Amount”), subject to approved Change Orders, shall not exceed *(check one)*:

|  |  |
| --- | --- |
| 🞏 | A lump sum amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which sum is inclusive of all labor, materials, equipment, fees, and profit/mark-ups. |
| 🞏 | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which includes (a) the Cost of the Work, plus (b) Construction Manager’s Fee of [$\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_%], plus (c) a Contingency of [$\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_%]. |

The Authorized Amount shall not be exceeded without the express written authorization of Owner.

 **4. Allowances:**

The following Allowances are included in the Authorized Amount:

(a)

(b)

(c)

**5. Alternates:**

The following Alternates have been accepted by Owner and are included in the Authorized Amount:

 (a)

 (b)

 (c)

**6. Unit Prices:**

The Authorized Amount is based upon the following Unit Prices:

|  |  |  |
| --- | --- | --- |
| **Item** | **Units and Limitations** | **Price Per Unit ($0.00)** |
| 1. |  |  |
| 2. |  |  |
| 3. |  |  |
| 4. |  |  |

**Supporting Documentation Attached *(Check if Applicable)*:**

[ ]  Construction Manager’s Schedule of Values is attached hereto as **Attachment 1**.

[ ]  A breakdown of Construction Manager’s General Conditions Costs is attached hereto as **Attachment 2**.

[ ]  Construction Manager’s Labor Burden Schedule is attached hereto as **Attachment 3**.

[ ]  A list of Drawings and Specifications is attached hereto as **Attachment 4**.

[ ]  A schedule for the scope of Work authorized herein is attached hereto as **Attachment 5**.

[ ]  Assumptions, Clarifications, and Qualifications for the scope of Work authorized herein are attached hereto as **Attachment 6**.

[ ]  A list of the Construction Manager’s Key Personnel is attached hereto as **Attachment 7**.

[ ]  A list of Construction Manager-Owned Equipment Rental Rates is attached hereto as **Attachment 8**.

[ ]  Construction Manager’s Quality Control Plan for the scope of Work authorized herein is attached hereto as **Attachment 9**.

[ ]  Construction Manager’s Performance and Payment Bonds for the Work covered under this Work Package Authorization.

\*\*In accordance with the requirements of *Tex. Gov’t. Code § 2269.258 and § 2253.001 et seq*. and **Exhibit B** to the Agreement, the performance and payment bonds must be in penal sums equal to 100% of the Work Package authorized and in the form required by Owner, attached as **Attachment 10**.

[ ]  Certificates of Insurance (Subcontractors):

(No Workshall be performed unless and until Construction Manager has verification that the Subcontractors performing Work under this Work Package Authorization have provided the insurance coverages with the designated policy limits required under **Exhibit B** to the Agreement. Construction Manager shall send evidence of Subcontractors’ insurance coverage to Owner.)

The Authorized Amount of this Work Package Authorization will be included in the Final Guaranteed Maximum Price as set forth in Section 3.3 of the Agreement. Any fee included in this Work Package Authorization shall be deducted from the Work Package Authorization if, upon determination of the Final Guaranteed Maximum Price, the Work under the Work Package Authorization is incomplete. Fee shall be included in the Final Guaranteed Maximum Price only once. All terms and conditions of the Agreement shall continue in full force and effect and shall apply to the scope of Work to be performed under this Work Package Authorization.

|  |  |
| --- | --- |
| **oWNER:** | **cONSTRUCTION MANAGER:** |
| **Tarrant County Hospital District d/b/a** **JPS Health Network**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

exhibit H

**general conditions cost template**

|  |  |
| --- | --- |
| **General Conditions Cost Categories** | **Amount** |
| **On-Site Project Management Staff:** |  |
| Project Executive/Director  |  |
| Sr. Project Manager(s) |  |
| Project Manager(s)  |  |
| **Project Support Staff:** |  |
| Accountant(s)  |  |
| Estimator(s) |  |
| Expeditor(s) |  |
| Loss Prevention Coordinator(s) |  |
| Quality Control Engineer(s)/Coordinator(s)  |  |
| Scheduler(s) |  |
| **Diversity Program Manager/Coordinator** |  |
| **Superintendent(s)** |  |
| **Assistant Superintendent(s)** |  |
| **Safety Manager/Coordinator/Assistant(s)** |  |
| **Bonds and Insurance:** |  |
| Builder’s Risk Insurance |  |
| General Liability Insurance (unless OCIP)  |  |
| Payment and Performance Bonds |  |
| Other Project Insurance as Required by the Agreement |  |
| **Temporary Project Utilities:** |  |
| Dumpsters |  |
| Fencing and Covered Walkways  |  |
| Monthly Telephone/Internet Service |  |
| Project Electricity |  |
| Project Entrance(s)  |  |
| Project Water |  |
| Site Erosion Control (BMP)  |  |
| Street Rental and Barricades |  |
| Temporary Toilets |  |
| Telephone/Internet System Installation  |  |
| Temporary Fire Protection |  |
| Trash Removal/Cleanup |  |
| Temp Water Distribution and Meters Temp  |  |
| Electrical Distribution and Meters |  |
| **Field Offices and Office Supplies:** |  |
| AGC Fees  |  |
| Drinking Water and Accessories  |  |
| Employee Identification System |  |
| First Aid Supplies |  |
| Job Photos/Videos |  |
| Mobilization and Demobilization (Equipment Only) |  |
| Monthly Office Supplies |  |
| Monthly Office Trailer Rental Costs |  |
| Move-In/Out and Office Setup  |  |
| Office Clean-Up/Janitorial Services |  |
| Project Specific Signage |  |
| Postage/Special Shipping |  |
| Project/As-Built Drawings  |  |
| Partnering Costs\* |  |
| Project Reference Manuals  |  |
| Project Milestone Event(s)\*  |  |
| Security System/Watchman  |  |
| Radios |  |
| Remote Parking Expenses\*  |  |
| Reproduction Services |  |
| Safety Material and Equipment  |  |
| Storage Trailers |  |
| Copier Rental |  |
| Mobile Phones |  |

\*Construction Manager shall submit specific justification and all estimated costs to Owner for approval prior to incurring any such costs.

Items that the Construction Manager intends to keep after the completion of the Project shall not be included in the General Conditions. Examples include, but are not limited to, company computers, laptops, projectors, IPads, printers, and furniture.