

DRAFT AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « » day of « » in the year «Two Thousand »
(In words, indicate day, month and year.)

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

« » William Marsh Rice University, a Texas non-profit corporation
Facilities Engineering and Planning
6100 Main Street - MS-312
Houston, Texas 77005
Attention: _____

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

« » [To be inserted.] « »
« »
« »
« »

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

« » _____, located at _____.
« »
« »

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

« » [To be inserted.]
« »
« »
« »
« »

The Owner and Contractor agree as follows.

OPTION: [In the event an Architect or Engineer will not be engaged to participate in the transaction, the term "Architect" should be deleted from Page 1 and the following provision inserted.]

The Owner and the Contractor hereby agree that notwithstanding the use of the term "Architect" in this Agreement or in any of the other Contract Documents (as defined in Article 1 below), (i) an Architect has not been engaged to participate in the transaction provided for in this Agreement and (ii) the Owner shall have all of the rights given to the Architect under the Contract Documents, including, without limitation, all approval rights, but shall not be responsible for any of the duties or other obligations of the Architect under the Contract Documents.

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

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

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

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of (i) this Agreement; (ii) the General Conditions of the Contract for Construction (AIA Document A201-2017), as amended, including the Exhibits thereto, a copy of which is attached hereto as Attachment I, as the same may be further amended (collectively, the "Owner's Standard General Conditions"); (iii) the Drawings, Specifications and Addenda issued prior to the execution of this Document; (iv) Attachments I through IX attached hereto; (v) other documents listed in this Agreement or referred to herein; (vi) and any Change Orders or amendments executed by the Owner and the Contractor subsequent to the date of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents appears in Article 9. Notwithstanding anything in this Article 1 to the contrary, no Change Order or other amendment to this Agreement shall be effective unless the same has been executed by the Owner and Contractor.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in, or reasonably inferable from, the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- [« »] The date of this Agreement.
- [« »] A date set forth in a notice to proceed issued by the Owner.
- [« »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

[« »]

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

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

§ 3.3 Substantial Completion

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User Notes:

(1346787665)

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

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

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
<input type="text"/>	<input type="text"/>

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

OPTION. [In the event Rice desires to provide for liquidated damages in the event the Contractor fails to achieve Substantial Completion within the Contract Time, delete the first three (3) lines of Section 3.4.]

§ 3.4 In the event of a delay not excused under the terms of the Contract Documents, the Contractor shall, at the direction of the Owner, accelerate performance of the Work by means of overtime, additional crews or resequencing of the Work in order to achieve Substantial Completion within the Contract Time.

The Contractor shall not be entitled to an adjustment to the Contract Time as the result of an occurrence provided for in Section 8.3.1 of the Owner's Standard General Conditions, as amended, unless, within ten (10) days of such occurrence, the Contractor (1) gives written notice of the occurrence to the Architect and the Owner and (2) furnishes the Owner with reasonable evidence of such occurrence. Failure to timely notify the Owner and the Architect of an occurrence that might otherwise give rise to an extension of the Contract Time shall be a waiver by the Contractor of any right to an extension of the Contract Time as the result of such occurrence.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor in consideration of the Contractor's execution and completion of the Work pursuant to the Contract Documents, payable in accordance with Article 5 below and elsewhere in the Contract Documents the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum [Describe alternates, if any, or insert the word "None."]:

Item	Price
<input type="text"/>	<input type="text"/>

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate or insert the word "None".)

Item	Price	Conditions for Acceptance
<input type="text"/>	<input type="text"/>	<input type="text"/>

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

(Identify each allowance.)

[Describe allowances, if any, or insert the word "None."]

Item	Price

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)
[Describe unit prices, if any, or insert the word "None."]

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

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)
OPTION. *[In the event Rice desires to provide for liquidated damages in the event the Contractor fails to achieve Substantial Completion within the Contract Time) insert the following provision.]*

If Substantial Completion does not occur within the Contract Time, as the same may be adjusted by Change Orders, the Contractor shall be liable to the Owner for an amount of liquidated damages, calculated as follows:

Excess of Actual Days Beyond Contractual Days	Liquiated Damages Per Day
1-30 days	\$ _____
Greater than 30 days	\$ _____

In no event shall the aggregate of liquidated damages exceed \$ _____.

The Owner and the Contractor acknowledge and agree that the actual amount of damages that would be sustained by Owner if the Contractor fails to achieve Substantial Completion of the Work within the Contract Time is uncertain and would be difficult of ascertainment and that an amount calculated in accordance with the provisions set forth above would be reasonable compensation to the Owner as the result of such an occurrence.

<< >>

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)
[Describe bonuses or incentives, if any, or insert the word "None."]

<< >>

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 The Owner shall make payment of any amounts to become owing by the Owner under the Contract Documents not later than the thirtieth (30th) day following receipt by the Owner of an Application for Payment for which the Architect has issued a Certificate for Payment that has been approved by the Owner.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor and approved by the Owner and the Architect in accordance with the Contract Documents. The schedule of values, after approval thereof by the Owner and the Architect, shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show and warrant the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.5.1 Each Application for Payment shall be notarized and furnished in triplicate, shall be in the form of AIA Documents G702, "Application and Certificate of Payment," a copy of which is attached hereto as Attachment II, and where applicable, AIA Document G702A, "Continuation Statement" (or on such other form as may be approved by the Owner) and accompanied by (i) a Conditional Waiver and Release on Progress Payment in the form attached hereto as Attachment III from the Contractor and from all Subcontractors and suppliers of material with respect to that portion of the Work to be paid from funds requested under the Application for Payment or any prior Application for Payment and (ii) with the final Application for Payment, a Conditional Waiver and Release on Final Payment in the form attached hereto as Attachment IV from the Contractor and from all Subcontractors and suppliers of material. The Contractor shall furnish a copy of each Application for Payment to the Owner concurrently with the submission thereof to the Architect. The Architect shall not certify any payment based on an Application for Payment unless the same has been approved by the Owner. The submission by the Contractor to the Owner and the Architect of an Application for Payment shall constitute a representation by the Contractor to the Owner and the Architect that the portions of the Work with respect to which payment is being requested are complete in accordance with the requirements of the Contract Documents.

§ 5.1.6 In accordance with Owner's Standard General Conditions, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work; and
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amounts, if any, for Work that remains uncorrected and for which the Architect or Owner has previously withheld a Certificate for Payment as provided in Article 9 of Owner's Standard General Conditions;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect or Owner may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of Owner's Standard General Conditions; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

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

«ten percent (10%)»

Notwithstanding anything in this Article 5 to the contrary, all amounts to become owing to the Contractor pursuant to this Agreement or any of the other Contract Documents shall be subject to a ten percent (10%) retainage to be held by the Owner until final payment.

§ 5.1.7.2 Intentionally deleted.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

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

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of Owner's Standard General Conditions.

§ 5.1.9 Except with the Owner's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract and achieved final completion of the Work, including any Change Orders and any extras reasonably required or contemplated by the Contract Documents, as determined by Owner (including the correction of any defective Work with respect to which the Owner has given the Contractor a written notice to correct), except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of the Owner's Standard General Conditions, as amended, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 a final Certificate for Payment has been issued by the Architect and approved by the Owner; and
- .3 the Contractor has satisfied the requirements of Section 9.10 of the Owner's Standard General Conditions, as amended.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than thirty-one (31) days after (i) the issuance of the Architect's final Certificate for Payment, (ii) the approval thereof by the Owner, and (iii) the satisfaction by the Contractor of the requirements set forth in Section 5.2.1 above. Notwithstanding anything in the Contract Documents to the contrary, defects in the Work discovered prior to final payment shall be treated as non-conforming Work and shall be corrected by the Contractor prior to final payment and shall not be treated as warranty items.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate per annum equal to the prime rate of interest as published in *The Wall Street Journal* (as the same may change from time to time), plus 1%, but not to exceed the maximum rate permitted under applicable usury laws).

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Claims shall be resolved in accordance with Article 15 of the Owner's Standard General Conditions, as amended.

§ 6.2 Intentionally deleted.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the Owner's Standard General Conditions, as amended.

§ 7.1.1 Intentionally deleted.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of the Owner's Standard General Conditions, as amended.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of the Owner's Standard General Conditions, as amended, the reference refers to the Owner's Standard General Conditions attached hereto as Attachment I, as amended. Where reference is made to the Owner's Standard General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

« 6100 Main Street MS-312 »
« Houston, Texas 77005»
« Telephone: (713) _____
Email Address: _____ »

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

« »
« »
« »
« »
« »
« »

§ 8.4 The Contractor's representative shall not be changed without the Owner's prior written consent, such consent not to be unreasonably withheld. The Contractor's representative shall be the primary liaison between the Owner and the Contractor. Any Agreement or other action by the Contractor's representative shall be binding upon the Contractor.

§ 8.5 Insurance

§ 8.5.1 The Contractor shall purchase and maintain for the life of this Contract (or for such longer period of time as may be required in the Schedule of Contractor's Insurance Requirements attached hereto as Attachment VIII) the policies of insurance required in the Schedule of Contractor's Insurance Requirements attached hereto as Attachment VIII.

Certificates of Insurance for all policies of insurance required to be obtained by the Contractor under the Schedule of Contractor's Insurance Requirements shall be filed with and approved by the Owner prior to commencement of the Work. In addition to Certificates of Insurance, the Owner reserves the right to require the Contractor to furnish the Owner with a certified copy of any such policy of insurance. The form of all insurance policies and Certificates of Insurance, including the amounts of all deductibles thereunder, required to be furnished by the Contractor hereunder shall be subject to the prior approval thereof by the Owner. Each required policy of insurance shall contain an endorsement stating that such policy of insurance will not, prior to completion of the Work, be cancelled, terminated, reduced, restricted, limited or materially changed without providing thirty (30) days' prior written notice thereof to the Owner.

OPTION:

§ 8.6 PERFORMANCE BOND AND PAYMENT BOND

The Contractor shall furnish to the Owner payment and performance bonds in form and content and issued by a surety satisfactory to the Owner, covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 8.6 Intentionally deleted.

§ 8.7 Other provisions:

§ 8.7.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work. Any Shop Drawings, Product Data, Samples or other submittals produced by any of the foregoing in connection with the Work or the Project (referred to collectively in this Section 8.7.1 as the "Documents") are for use by any of the foregoing solely in connection with the Project. The Owner shall be deemed the sole and exclusive owner of all common law, statutory or other reserved rights relating to the Documents, including copyright and other protective rights applicable to the work product of the Contractor or its Subcontractors. The Contractor and its Subcontractor shall provide all necessary documentation to transfer ownership of the Documents to the Owner and agree upon the request of the Owner to join in the execution of any additional documentation deemed necessary by the Owner to vest in the Owner all of the rights and privileges of the holder of a copyright or other protective right with respect to the Documents. In addition, the Contractor and its Subcontractors shall transfer to the Owner all right, title and interest in and to any visual art used on the Project, and the Contractor and its Subcontractors waive any artist's

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rights of attribution and integrity in the work of any visual art relating to the Project and agree that the Owner may remove any work of visual art from the Project, even if such work of visual art is destroyed, distorted, mutilated or otherwise modified by such removal. Without limiting any of the foregoing, the Owner shall have the right to freely photograph or videograph all or any part of the project and to use likenesses of the Project in any way, including iconography and other building emblems, and derivative works thereof. The Owner recognizes and acknowledges that the Contractor and its Subcontractors have developed and will continue to develop their own style and vocabulary and that this Section 8.7.1 shall under no circumstances be construed to limit such development of the Contractor's and its Subcontractors' creative and artistic integrity or growth and use of said style and vocabulary. Upon completion of the Work (or earlier termination of this Contract) and prior to the final payment, the Contractor shall deliver to the Architect such information concerning the Work as may be reasonably necessary to enable the Architect to prepare a complete set of all drawings for the Project in electronic format, satisfying the requirements of Section 3.11 of the Owner's Standard General Conditions.

§ 8.7.2 The Work, the Contract Time, the Contract Sum or any other matter covered under the Contract Documents may be changed only by a written Change Order in the form attached hereto as Attachment VIII executed by the Owner and Contractor prior to the performance of the Work or other occurrence giving rise thereto. The Owner may, in its sole discretion, order changes in the Work consisting of additions, deletions or modifications or the substitution of any material in lieu of that specified in the Contract Documents. The party desiring a change in the Work shall submit a request therefor to the other party and the Architect. The Contractor shall submit any request for a change as soon as practicable after determining the need for such change to allow for adequate consideration of such request by the Owner and the Architect and to minimize any delay in the progress of the Work that might result therefrom. Promptly after receipt of any such request, the Architect shall submit the same to the Contractor for an itemized quotation for any resulting changes in the Contract Sum, the Contract Time or any schedules previously furnished by the Contractor to the Owner. The submission of a request to the Contractor for a quotation with respect to a proposed change in the Work shall not constitute a directive to the Contractor to perform the proposed change.

§ 8.7.3 No change in the Work, whether by way of alteration, addition, the substitution of any material or otherwise, shall be the basis for an addition to the Contract Sum or a change in the Contract Time unless and until such alteration, addition or other change has been authorized by a Change Order in either case executed and issued in accordance with and in strict compliance with the requirements of this Agreement and the Owner's Standard General Conditions. This requirement is the essence of the Contract Documents. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations, additions or other changes to the Work, and no claim that the Owner has been unjustly enriched by any such alteration, addition or other changes to the Work, whether or not there is in fact any such unjust enrichment, shall be the basis for any claim to an increase in the Contract Sum or change in the Contract Time.

§ 8.7.4 (a) TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR (1) SHALL BE SOLELY RESPONSIBLE AND LIABLE TO THE OWNER AND ITS SUBSIDIARIES AND THEIR RESPECTIVE TRUSTEES, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS AND AFFILIATES (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FOR THE ACTS AND OMISSIONS OF THE CONTRACTOR, ITS OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS AND AFFILIATES, AND (2) SHALL INDEMNIFY, DEFEND, PROTECT AND HOLD HARMLESS THE INDEMNIFIED PARTIES FOR, FROM AND AGAINST ALL DEMANDS, CLAIMS, DAMAGES, SUITS, ACTIONS, PROCEEDINGS, LIABILITIES, COSTS, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, COURT COSTS AND REASONABLE ATTORNEYS' FEES ("CLAIMS") TO THE EXTENT ARISING, DIRECTLY OR INDIRECTLY, AS A RESULT OF THE ACTS OR OMISSIONS OF THE CONTRACTOR, ITS OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS OR AFFILIATES FROM ANY CAUSE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR LOSS OR DAMAGES TO PROPERTY), WHETHER FORESEEN OR UNFORESEEN.

(b) Notwithstanding the foregoing provisions of Section 8.7.4(a), with respect to each Indemnified Party individually (but without affecting Contractor's obligations under Section 8.7.4(a) to other Indemnified Parties), the Contractor shall not be required to indemnify, defend, protect or hold harmless such Indemnified Party only to the extent that such Claims (x) are caused by (1) the negligence or fault, or breach or violation of a statute, ordinance, governmental regulation, standard or rule, by such Indemnified Party, its agents, employees or any third party under the control or supervision of such Indemnified Party (which does not

include any design professionals, any structural, mechanical, electrical, plumbing, civil and other engineers or any contractors or other consultants engaged by the Owner or any lender in connection with the Project) or (2) as to Owner, a breach of this Agreement by Owner and (y) are not covered by the provisions of Section 8.7.4(c) below.

(c) NOTWITHSTANDING ANY LIMITATION ON INDEMNITY OBLIGATIONS IN SECTION 8.7.4(B) ABOVE, CONTRACTOR AGREES TO ASSUME THE ENTIRE LIABILITY FOR, AND INDEMNIFY, DEFEND, PROTECT AND HOLD HARMLESS ALL OF THE INDEMNIFIED PARTIES FROM, ALL CLAIMS FOR PERSONAL INJURY OR DEATH SUFFERED BY CONTRACTOR'S OWN EMPLOYEES AND BY THE EMPLOYEES OF ANY SUBCONTRACTORS OR SUB-SUBCONTRACTORS, WHETHER DUE IN PART TO THE INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF ANY OF THE INDEMNIFIED PARTIES OR OTHERS, AND WHETHER ANY OF THE INDEMNIFIED PARTIES OR OTHERS HAS STRICT LIABILITY THEREFOR; AND WAIVES ANY LIMITATION OF LIABILITY DEFENSE BASED UPON THE WORKER'S COMPENSATION ACT, COURT INTERPRETATIONS OF SAID ACT OR OTHERWISE.

(d) The Contractor's obligations under this section to provide a defense shall be with attorneys approved by the Owner. All of the Contractor's obligations under this section shall survive the termination or other expiration of this Agreement, provided that this section shall not serve independently to extend the statute of limitations applicable to the underlying cause of action for which the duty is sought.

§ 8.7.5 The abbreviation "N/A" when used in this Agreement or in the Owner's Standard General Conditions shall mean "not applicable."

§ 8.7.6 The transmission of the signatures of any party to this Agreement or any of the Contract Documents by electronic transmission shall be considered for all purposes as an original signature, and shall be considered to have the same binding legal effect as an original thereof. Notwithstanding the foregoing, at the request of any party to this Agreement or any of the Contract Documents, any signatures sent by electronic transmission shall be re-executed by each party in an original form.

§ 8.7.7 The Contractor shall not use the Owner's name or logo in any manner or media (including, but not limited to, press releases, promotions, advertisements or solicitations), in each case, without the prior written consent of the Owner.

§ 8.7.8 The Contractor, its Subcontractors and their respective employees, shall adhere to and comply with all applicable federal, state and local laws regarding non-discrimination and affirmative action and the Owner's Equal Opportunity/Non-Discrimination/Affirmative Action Policy, and, when on the Owner's Campus (as defined in the Owner's Standard General Conditions), with the Owner's Weapons Policy, the policy of the Owner with respect to drugs, entitled "Drug Free University," and the guidelines of the Owner with respect to the use of carts, copies of all of which policies and guidelines are on the Owner's website. The Contractor also acknowledges that all projects for Owner (including the Project) are required to incorporate the Owner's Building Design Standards and Campus Planning Guidelines found at: <https://facilities.rice.edu/building-design-standards>. The Contractor shall be liable for any losses, fines or penalties sustained or suffered by the Owner resulting from a violation of any of the foregoing.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 the Owner's Standard General Conditions, as amended
- .3 [AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:]
(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

- .4 Drawings

OPTION: [If there are Drawings, insert "Those certain Drawings listed in the Schedule of Drawings attached hereto as Attachment VI." If there are no Drawings, insert the word "None" at this location and in Item 6 of the Schedule of Attachments located at the end of this Agreement.]

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.5 Specifications

OPTION: [If there are Specifications, insert "Those certain Specifications listed in the Schedule of Specifications attached hereto as Attachment VII." If there are no Specifications, insert the word "None" at this location and in Item 7 of the Schedule of Attachments located at the end of this Agreement.]

.6 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.7 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

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

[] The Sustainability Plan:

Title	Date	Pages

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.8 Other documents, if any, listed in the Schedule of Attachments below.

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

WILLIAM MARSH RICE UNIVERSITY, a
Texas non-profit corporation

By:

OWNER (Signature)

By:

(Printed name and title)

By:

(Printed name and title)

By:

(Printed name and title)

By:

(Printed name and title)

NAME OF CONTRACTOR

By:

CONTRACTOR (Signature)

By:

(Printed name and title)

SCHEDULE OF ATTACHMENTS:

1. General Conditions of the Contract for Construction (AIA Document A201-2017), as amended, attached hereto as Attachment I, as the same may be further amended.
2. Form of Application for Payment attached hereto as Attachment II.
3. Form of Conditional Waiver and Release on Progress Payment, attached hereto as Attachment III.
4. Form of Conditional Waiver and Release on Final Payment, attached hereto as Attachment IV.
5. Form of Change Order attached hereto as Attachment V.
6. Schedule of Drawings attached hereto as Attachment VI.
7. Schedule of Specifications attached hereto as Attachment VII.
8. Schedule of Contractor's Insurance Requirements attached hereto as Attachment VIII.
9. Reimbursable Guidelines attached hereto as Attachment IX.
10. Contracted Information Exchanges attached hereto as Attachment X
11. CAD Drawing Guidelines attached hereto as Attachment XI.