



A meeting of the Board of Trustees of the Bryan Independent School District will be held on Monday, March 23, 2026, beginning at 6:00 PM in the Boardroom of the Administration Building, 801 South Ennis Street, Bryan, Texas 77803, where a quorum of the Board of Trustees will be present.

The subjects to be discussed, considered, or upon which any formal action may be taken are listed below. Items do not have to be taken in the order shown on this meeting agenda. A closed meeting may be held at any time during the open meeting as authorized by various sections of the Texas Government Code. When this occurs, a formal statement will be made by the president or presiding officer of the Board of Trustees.

1. Call to Order

2. Welcome

3. Pledges of Allegiance to the United States and Texas Flags

4. Spotlight

4.A. Elementary Teachers of the Month

4.B. Secondary Teacher of the Month

4.C. Auxiliary Employee of the Month

4.D. Recognizing SFA Teacher Erica Dugue for her book publication of Meet the Women of STEM

4.E. Recognition of Bryan High School's Vocal Legacy Achievement at the Varsity Vocals Competition

5. Public Comment on Agenda Items

6. Public Comment on Non-Agenda Items

7. Superintendent's Report on Student and Staff Celebrations



**BRAZOS VALLEY AFRICAN AMERICAN MUSEUM
APPRECIATION BANQUET**



STAAR MATH COLLABORATIVE





INTERMEDIATE & MIDDLE SCHOOL UIL COMPETITION

Ready to Learn

Safe

EMERGENCY TAKE ACTION

In your room or area. Clear the halls.

ADULTS

1. Lock outside doors.

ADULTS

2. Turn off lights, fans, and other electrical equipment.

ADULTS

3. Stay in your room or area until you are told to leave.

ADULTS

4. Stay in your room or area until you are told to leave.

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5. Stay in your room or area until you are told to leave.

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30. Stay in your room or area until you are told to leave.

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31. Stay in your room or area until you are told to leave.

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32. Stay in your room or area until you are told to leave.

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33. Stay in your room or area until you are told to leave.

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34. Stay in your room or area until you are told to leave.

ADULTS

35. Stay in your room or area until you are told to leave.

ADULTS

NEW PAWS DOG!



8. Board Member Reports

8.A. Teaching and Learning Board Committee Report on Substitute Services, Teacher Incentive Allotment Renewal, and the Exploration of Flexible Learning Options

8.B. Finance Board Committee Report on the Budget to Actual Forecast and Budget Development for 2026-2027

8.C. CTE, Fine Arts & Athletics Committee Report on Student and Staff Updates and Accomplishments

8.D. Safety & Security Committee Report on Campus Drills and Required Safety Equipment

8.E. Intergovernmental Committee Report on the plans for the 150 year celebration of Texas A&M University

9. Information Items

9.A. Summer Programs for June 2026

Summer Programs



March 23, 2026

Summer Programs



Special Programs

Pre-K and K Bilingual
K-12+ Special Education
Extended School Year (ESY)



K-8

General Summer School



High School

Credit Recovery
Credit Advancement
End-of-Course Test Acceleration

Special Programs

Bilingual PreK-K Enrichment

Provides focused support for emergent bilingual students, building English language proficiency and early literacy skills through targeted instruction.

Location: Kemp-Carver Elementary School

Dates: June 1 - 25, 2026; Monday through Thursday

Instructional Day: 7:35 AM - 3:30 PM

Program Adjustment:

Instructional end time transitioned from 3:05 PM to 3:30 PM to ensure total required program hours are met.



Extended Year Services (ESY)

Extended Year Services (ESY) are special education services provided beyond the regular school year to help eligible students maintain essential skills and prevent regression

Location: Kemp-Carver Elementary School

Dates: June 1 - 25, 2026; Monday through Thursday

Instructional Day: 7:45 AM - 12:00 PM



K-8 Summer School

K-8 Summer School is offered for students may attend summer school if they have not met promotion criteria or would benefit from additional support to strengthen skills and address unfinished learning. Attendance may be required or strongly encouraged based on academic need.

Elementary

Locations: Bonham Elementary School
Mary Branch Elementary School

Dates: June 1 - 25, 2026; Monday through Thursday

Instructional Day: 7:30 AM - 11:30 AM

Program Adjustment:

Transition elementary summer school sites from 6 to 2.



Intermediate

Locations: O.W. Sadberry Intermediate
Jane Long Intermediate

Dates: June 1 - 25, 2026; Monday through Thursday

Instructional Day: 7:50 AM - 11:55 AM

Program Adjustment:

Transition from 2 facilitators to 1 to serve Sam Rayburn and O.W. Sadberry students.



Middle

Location: Davila Middle School

Dates: June 1 - 25, 2026; Monday through Thursday

Instructional Day: 8:20 AM - 1:00 PM

Program Adjustment:

The Associate Principal from each middle school campus will be the facilitator for their campus's students as part of their contract duties.



EOC Acceleration

Students attend EOC Acceleration to receive targeted instruction and support if they have not yet met passing standards, helping them strengthen skills and prepare for successful retesting

Location: Bryan High School

Dates: June 1 - 25, 2026; Monday through Thursday

***Instructional Day:** 8:30 AM - 1:50 PM

Program Adjustment:

- Adjusted times to align with other summer programs to allow students to take advantage of additional offerings.



On Track for Graduation

Credit Recovery

Students attend summer school to recover credit for a course not previously passed or to advance and earn additional credits toward graduation.

Locations: Bryan High School
Mary Catherine Harris

Dates: June 1 - 25, 2026; Monday through Thursday

***Instructional Day:** 8:30 AM - 1:50 PM

- **Credit Recovery**
 - No cost to students

Program Adjustment:

- Transition from 2 facilitators to 1 (for Credit Recovery & Credit Advancement)*

Credit Advancement

Students attend summer school to advance and earn additional credits toward graduation.

Locations: Bryan High School

***Instructional Day:** 8:30 AM - 1:50 PM

Dates: June 1 - 25, 2026; Monday through Thursday

Program Adjustment:

- \$100 per ½ credit
- Discounted Rate \$50 per ½ credit
 - BISD students identified as receiving free/reduced lunch
 - BISD students who are dependents of Bryan ISD employees
- Transition from 2 facilitators to 1 (for Credit Recovery & Credit Advancement)*

Questions



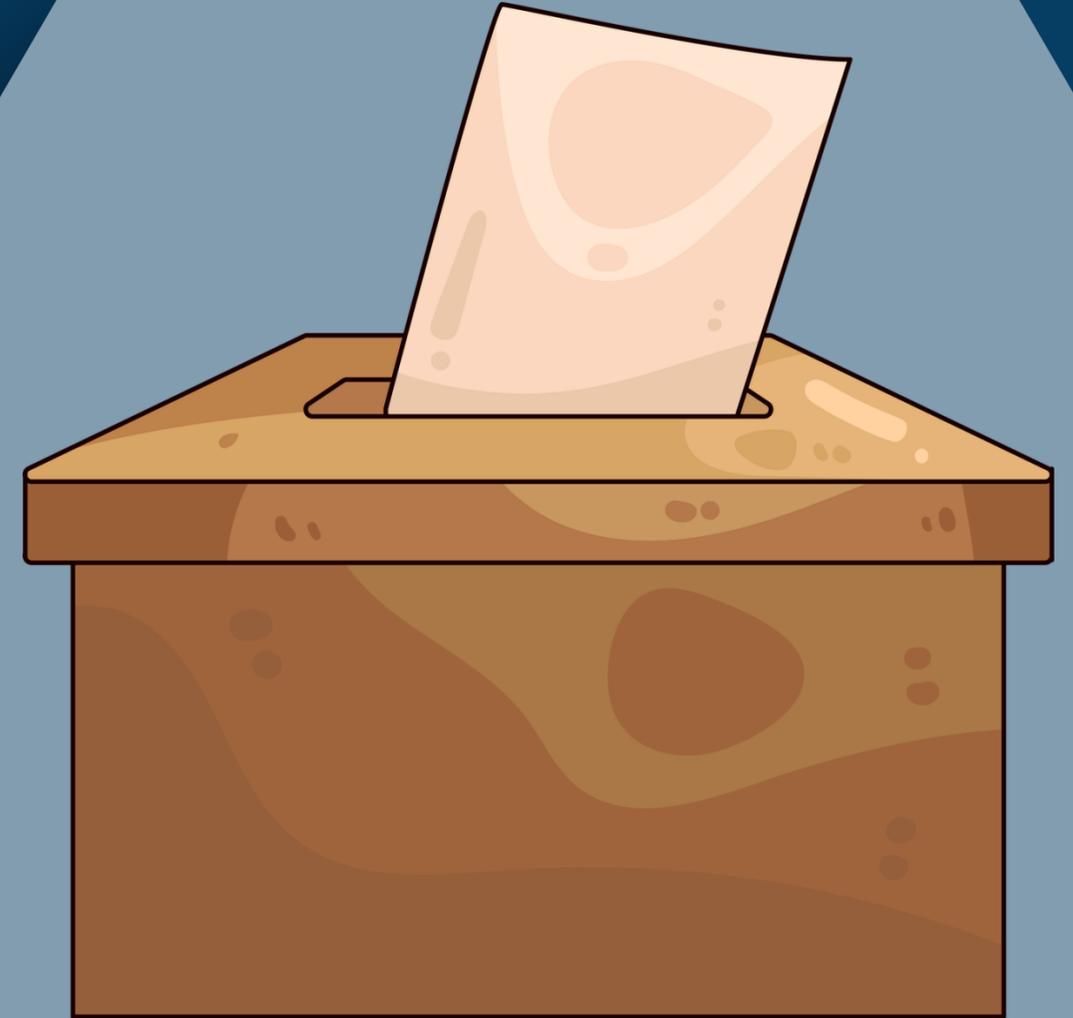
9.B. Budget Development Series — Related to Voter Approval Tax Rate Elections (VATRE)



Bryan Independent School District

BUDGET DEVELOPMENT

VATRE Voter Approved Tax Rate Election
March 23, 2026



December

1 - Introduction to the plan
15 - Understanding the Basic Allotment

January

12 - Understanding Tax Rates
20 - District Revenue

February

2 - School Bonds
23 - Norma @ TASBO Conference

March



2 - No information item presented
23 - Voter Approved Tax Rate Election

April

6 - Staffing Considerations
20 - Budget Planning - Revenues

May

4 - Budget Planning - Expenditures
18 - Budget Planning Fund Balance

June

1 - Budget Communication
15 - Budget Adoption



VATRE



What is a VATRE?

**Voter Approved
Tax Rate Election**



A VATRE is an election that allows voters to decide whether a school district can use additional pennies on its maintenance and operations tax rate to generate additional funding for the district.



TAX RATE

\$0.6769

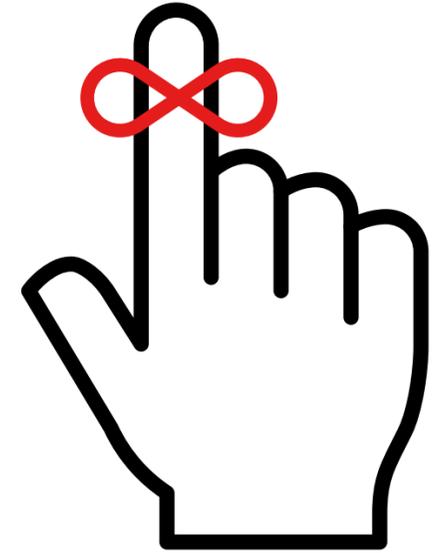


Maintenance
&
Operations

\$0.2700



~~Debt Service
aka
Interest & Sinking~~



TAX RATE: M&O

\$0.6769



Maintenance
&
Operations

Tier I (MCR)

Maximum Compressed Tax Rate
Set by TEA

\$0.6169

Tier II

Enrichment pennies

\$0.0600



\$0.6769

TAX RATE: M&O

(TIER II: ENRICHMENT PENNIES)



Maintenance
&
Operations

Enrichment Penny Limits

8 + 9 = \$0.17

Bryan ISD currently has the following

6 + 0 = \$0.06

TAX RATE: M&O



Golden pennies



\$5.5 million for both pennies

TAX RATE: M&O



Copper pennies



\$1 million for each penny (after recapture)

TAX RATE: M&O



\$350,000 County Appraisal Value
-\$140,000 Homestead Exemption
\$210,000 Taxable Value

Taxes due on current tax rate of
\$0.9469

\$1,988.49

Taxes due with \$0.02 increase
\$0.9669

\$2,030.49



Annual increase = \$42.00
Monthly increase = \$3.50

VATRE



**What can a VATRE
fund?**



- Salaries
- Contracted Services
- Utilities
- Programs
- Other operating expenses

VATRE



**Even after HB2,
Why?**

- Basic Allotment increase not enough
 - \$1,300 needed, we got \$55
- Most HB2 funding is “earmarked”
- Costs are rising faster than funding
- Unfunded mandates still exist
- Medical inflation
 - BISD self funded model

VATRE



When are VATREs held?

November Election



- July 3 last day for board to select auditor for efficiency audit
- August 17 deadline for Board of Trustees to order a VATRE
- November 3 election day



V A T R E

\$0.6769



- Voter-Approved
Tax Rate Election
- Money goes to the General Fund for operating expenses

B O N D

\$0.2700



- Voter approved
- Pay off debt
- Capital Projects
- Renovations



District Revenue

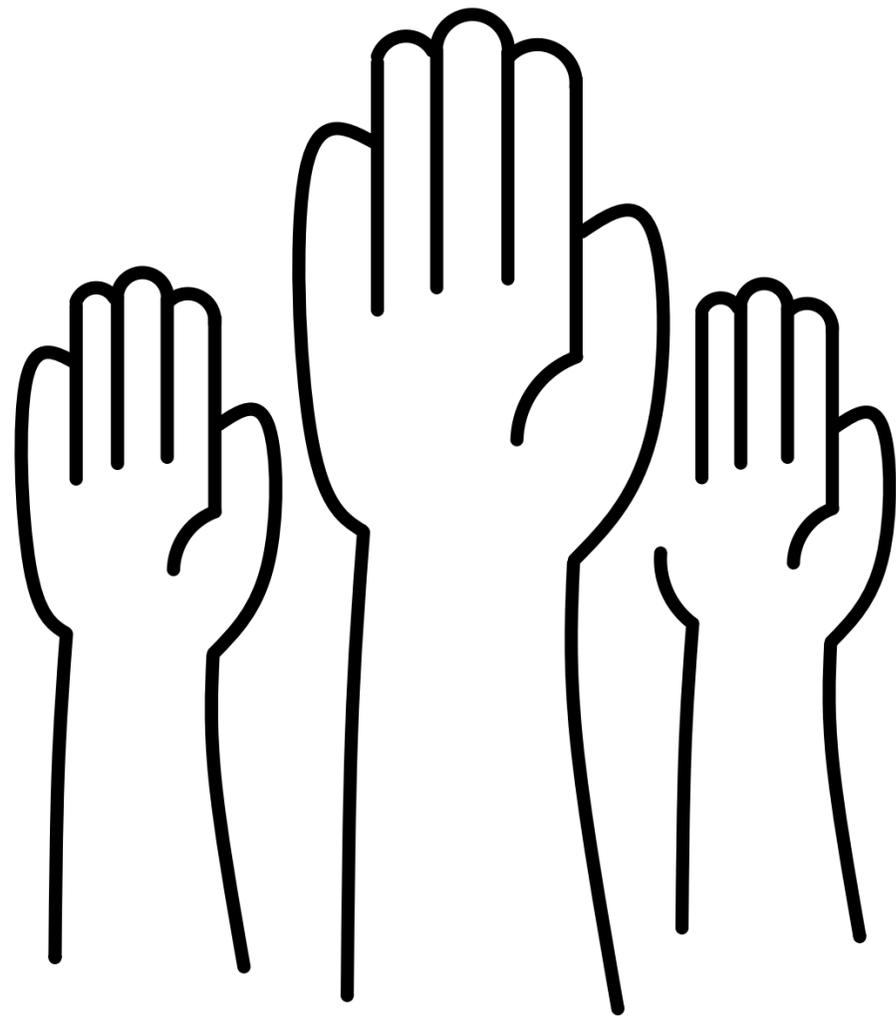
School Bonds

VATRE

Staffing Considerations



QUESTIONS



9.C. Budget Development Overview and Timeline



Bryan Independent School District

BUDGET DEVELOPMENT

Budget Overview & Timeline

March 23, 2026



District Budget Calendar 2026 – 2027

Subject to Change

- | | |
|---------------|--|
| January 2026 | <ul style="list-style-type: none">-Review current enrollment and student ADA reports-Begin work on revenue funding projections |
| February 2026 | <ul style="list-style-type: none">-State Comptroller certifies property values-Review current and upcoming year revenue projections-Send budget templates to campuses and departments-Budget coding and template training for all budget managers |
| March 2026 | <ul style="list-style-type: none">-Continue: Budget assumptions, Revenue projections-Budget Overview & Timeline Presentation-Individual meetings with budget managers-All budgets due March 31 |
| April 2026 | <ul style="list-style-type: none">-Budget Update - Compensation Goals & Objectives-Preliminary Property Values Received by CADs: April 30-Last day to enter a CAMPUS requisition is May 15 |
| May 2026 | <ul style="list-style-type: none">-Continue discussions on budget priorities and revenue projections-Applicable staffing notifications sent-Adopt the 2026-2027 Compensation Plan-Prepare a budget draft for board review and input |
| June 2026 | <ul style="list-style-type: none">-Warehouse requisitions close-Public Hearing to Discuss Budget & Proposed Tax Rate Date TBD-Adopt Compensation Plan (if not previously approved)-Approve Final 2025-2026 Budget Amendments-Adopt 2026-2027 Budgets June 15 |
| July 2026 | <ul style="list-style-type: none">-Brazos CAD: Certified Property Values Reported – July 25-TEA conducts local property value survey |
| August 2026 | <ul style="list-style-type: none">-TEA publishes Maximum Compressed Tax Rates (M&O Tier I) |
| Sept 2026 | <ul style="list-style-type: none">-Adopt Tax Rate (late Aug or early Sep) (Public Hearing if Needed) |

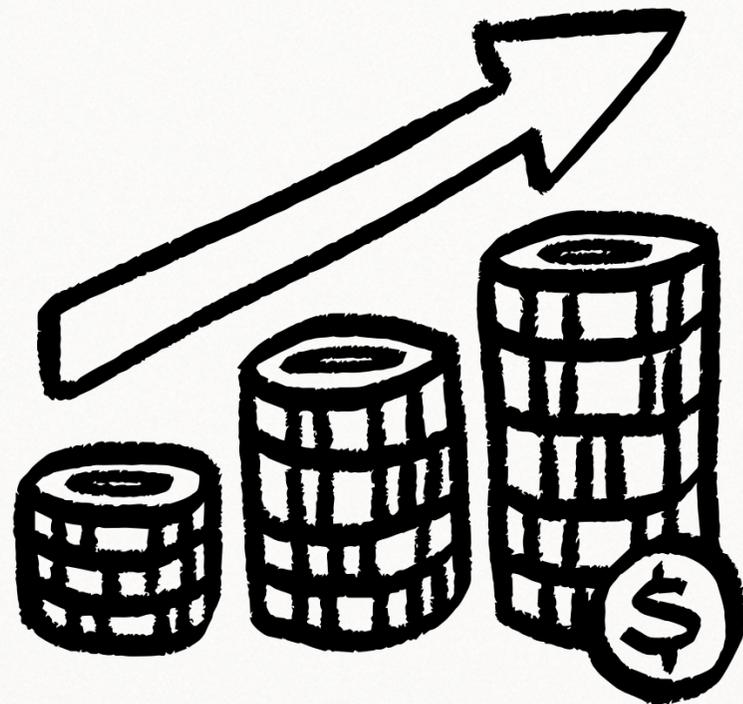


January 2026

- Review current enrollment and student ADA reports
- Begin work on revenue funding projections

February 2026

- State Comptroller certifies property values**
- Review current and upcoming year revenue projections
- Send budget templates to campuses and departments
- Budget coding and template training for all budget managers



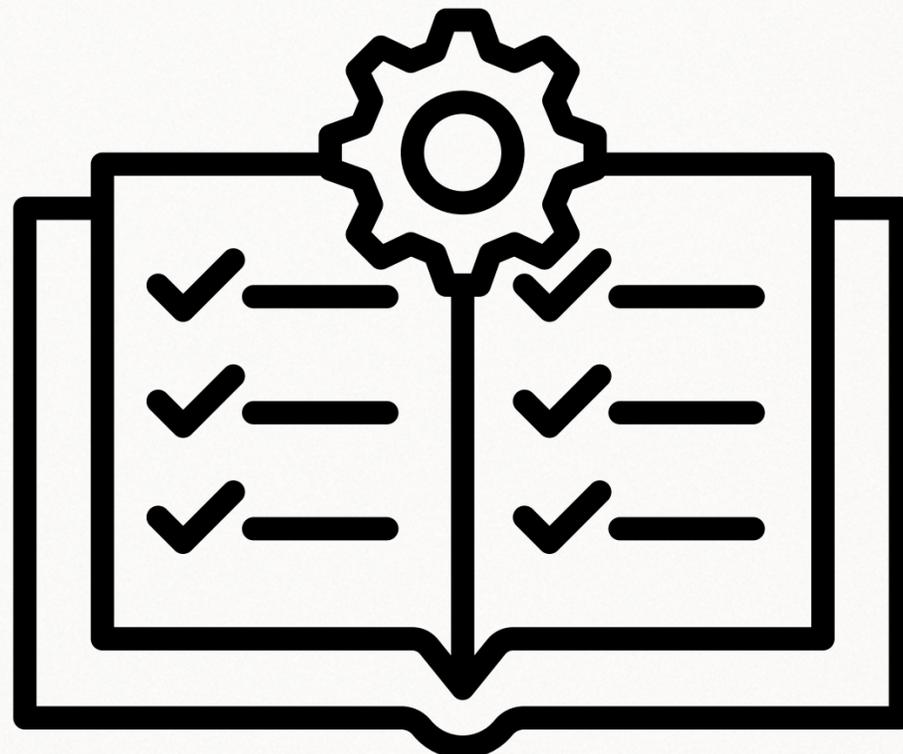
March 2026

- Continue: Budget assumptions, Revenue projections
- Budget Overview & Timeline Presentation**
- Individual meetings with budget managers
- All budgets due March 31**



April 2026

- Budget Update - Compensation Goals & Objectives**
- Preliminary Property Values Received by CADs: April 30**
- Last day to enter a CAMPUS requisition is May 15



May 2026

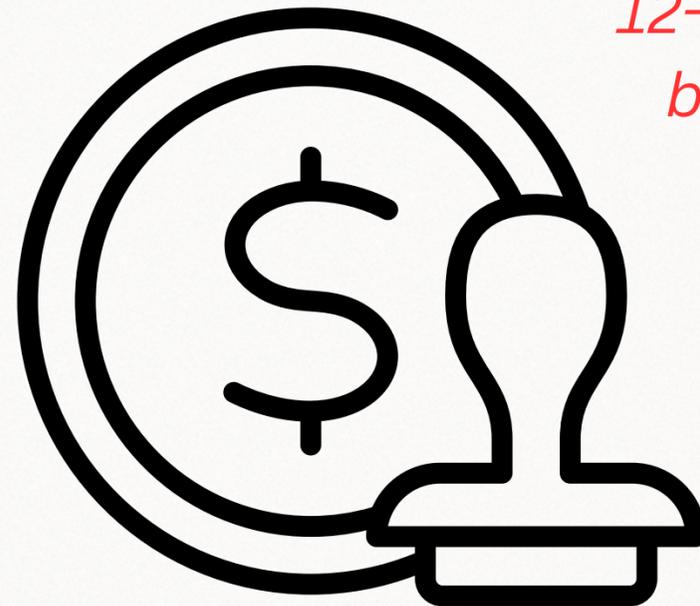
- Continue discussions on budget priorities and revenue projections
- Applicable staffing notifications sent
- Adopt the 2026-2027 Compensation Plan**
- Prepare a budget draft for board review and input

June 2026

- Warehouse requisitions close
- Public Hearing to Discuss Budget & Proposed Tax Rate Date TBD
- Adopt Compensation Plan (if not previously approved)**
- Approve Final 2025-2026 Budget Amendments**
- Adopt 2026-2027 Budgets June 15**



*12-weeks away from
budget adoption!*



July 2026

- Brazos CAD: Certified Property Values Reported – July 25
- TEA conducts local property value survey

August 2026

- TEA publishes Maximum Compressed Tax Rates (M&O Tier I)

Sept 2026

- Adopt Tax Rate** (late Aug or early Sep) (Public Hearing if Needed)



QUESTIONS



10. Consent Agenda

10.A. Consider approval of the meeting minutes for March 2, 2026

10.B. Consider Approval of Financial Statements and Purchasing Report for February 2026

Bryan ISD Monthly Update - Budgeted Funds

General Fund

February 2026

| | Adopted Budget | Amended Budget | February Actual | YTD 2026 | FY 67% % | Estimated Budget Remaining |
|------------------------------------|---------------------------|---------------------------|----------------------------|---------------------|-------------------------|---|
| Revenues: | | | | | | |
| Local and Intermediate Sources | 84,458,520 | 87,991,362 | 39,342,557 | 80,782,247 | 92% | 7,209,115 |
| State Programs | 92,685,430 | 89,703,340 | 742,777 | 79,509,030 | 89% | 10,194,310 |
| Federal Programs | 775,000 | 775,000 | 144,431 | 396,279 | 51% | 378,721 |
| Other Resources | - | - | - | 4,892 | | (4,892) |
| Total Revenues | 177,918,950 | 178,469,702 | 40,229,765 | 160,692,448 | 90% | 17,777,254 |
| Expenditures: | | | | | | |
| 11 Instructional | 108,611,760 | 108,570,047 | 8,790,471 | 55,863,519 | 51% | 52,706,528 |
| 12 Instructional Resources | 1,728,628 | 1,728,628 | 131,538 | 983,987 | 57% | 744,641 |
| 13 Instructional Staff Development | 4,195,269 | 4,198,835 | 140,154 | 1,088,144 | 26% | 3,110,691 |
| 21 Instructional Leadership | 3,510,012 | 3,502,017 | 330,509 | 2,545,692 | 73% | 956,325 |
| 23 Campus Administration | 12,142,569 | 12,145,469 | 945,374 | 7,174,469 | 59% | 4,971,000 |
| 31 Guidance and Counseling | 8,060,686 | 8,060,986 | 719,319 | 5,209,827 | 65% | 2,851,159 |
| 32 Social Work Services | 348,200 | 348,200 | 18,987 | 147,263 | 42% | 200,937 |
| 33 Health Services | 2,265,913 | 2,265,913 | 189,039 | 1,230,073 | 54% | 1,035,840 |
| 34 Student Transportation | 8,383,922 | 8,488,922 | 744,160 | 5,788,133 | 68% | 2,700,789 |
| 35 Food Services | 2,500 | 438,252 | - | 69,360 | 16% | 368,892 |
| 36 Cocurricular / Extracurricular | 3,803,120 | 3,807,120 | 408,283 | 2,767,379 | 73% | 1,039,741 |
| 41 General Administration | 5,360,408 | 5,360,408 | 367,337 | 3,208,968 | 60% | 2,151,440 |
| 51 Plant Maint. And Operations | 19,115,228 | 19,125,228 | 1,337,692 | 11,729,446 | 61% | 7,395,782 |
| 52 Security and Monitoring | 2,106,971 | 2,106,971 | 538,812 | 1,901,580 | 90% | 205,391 |
| 53 Data Processing Services | 2,698,778 | 2,698,778 | 168,289 | 1,968,104 | 73% | 730,674 |
| 61 Community Services | 107,746 | 107,746 | - | 21,627 | 20% | 86,119 |
| 71 Debt Services | 835,000 | 835,000 | 208,651 | 625,953 | 75% | 209,047 |
| 95 Juvenile Justice AEP | 60,000 | 60,000 | - | 12,023 | 20% | 47,977 |
| 99 Intergovernmental Charges | 1,325,000 | 1,325,000 | 10,998 | 675,486 | 51% | 649,514 |
| Total Expenditures | 184,661,710 | 185,173,520 | 15,049,613 | 103,011,033 | 56% | 82,162,487 |
| Net Effect on Fund Balance | (6,742,760) | (6,703,818) | | | | |

Bryan ISD Monthly Update - Budgeted Funds
Debt Service
February 2026

| | Adopted Budget | February Actual | YTD 2026 | 67% % | Estimated Budget Remaining |
|-----------------------------------|---------------------------|----------------------------|---------------------|------------------|---|
| Revenues: | | | | | |
| Local and Intermediate Sources | 36,999,168 | 15,591,918 | 31,644,435 | 86% | 5,354,733 |
| State Programs | 3,092,464 | - | 1,846,914 | 60% | 1,245,550 |
| Total Revenues | 40,091,632 | 15,591,918 | 33,491,349 | 84% | 6,600,283 |
| Expenditures: | | | | | |
| 71 Debt Services | 40,091,632 | 18,554,335 | 22,401,180 | 56% | 17,690,452 |
| Total Expenditures | 40,091,632 | 18,554,335 | 22,401,180 | 56% | 17,690,452 |
| Net Effect on Fund Balance | 0 | - | - | | - |

Bryan ISD Monthly Update - Budgeted Funds
School Nutrition Services
February 2026

| | Adopted Budget | February Actual | YTD 2026 | 67% % | Estimated Budget Remaining |
|-----------------------------------|---------------------------|----------------------------|---------------------|------------------|---|
| Revenues: | | | | | |
| Total Revenues* | 13,580,000 | 1,516,700 | 9,314,507 | 69% | 4,265,493 |
| Expenditures: | | | | | |
| 35 Food Services | 13,531,858 | 1,068,790 | 8,392,038 | 62% | 5,139,820 |
| 51 Plant Maint. And Operations | 550,000 | 163,973 | 713,973 | 130% | (163,973) |
| Total Expenditures | 14,081,858 | 1,232,762 | 9,106,011 | 65% | 4,975,847 |
| Net Effect on Fund Balance | (501,858) | - | - | | - |

Bryan ISD Monthly Update - Non-Budgeted Funds
Special Revenue Funds
February 2026

| | Grant Budget | February Actual | YTD 2026 | Estimated Budget Remaining |
|-------------------------------------|-------------------------|----------------------------|---------------------|---|
| Revenues: | | | | |
| Local and Intermediate Sources | | 293,336 | 3,104,836 | - |
| State Programs | - | 16,396 | 914,371 | - |
| Federal Programs | - | 991,620 | 6,895,773 | - |
| Other | - | - | | - |
| Total Revenues | - | 1,301,352 | 10,914,980 | - |
| Expenditures: | | | | |
| 11 Instructional | 10,305,997 | 522,017 | 5,426,066 | 4,879,931 |
| 12 Instructional Resources | 18,156 | 4,417 | 17,635 | 521 |
| 13 Instructional Staff Development | 5,214,437 | 368,496 | 2,338,233 | 2,876,204 |
| 21 Instructional Leadership | 1,039,469 | 66,642 | 560,285 | 479,184 |
| 23 Campus Administration | 597,562 | 51,560 | 405,344 | 192,217 |
| 31 Guidance and Counseling | 2,053,283 | 144,068 | 1,149,547 | 903,736 |
| 32 Social Work Services | 631,105 | 44,029 | 364,121 | 266,984 |
| 33 Health Services | 69,652 | 301 | 32,293 | 37,359 |
| 34 Student Transportation | - | - | - | - |
| 35 Food Services | - | - | - | - |
| 36 Cocurricular / Extracurricular | 760,197 | 70,485 | 344,582 | 415,615 |
| 41 General Administration | 146,932 | 17,588 | 138,281 | 8,651 |
| 51 Plant Maint. And Operations | - | - | - | - |
| 52 Security and Monitoring | 730,792 | - | 560 | 730,232 |
| 53 Data Processing Services | 50,000 | - | 41,735 | 8,265 |
| 61 Community Services | 212,304 | 11,748 | 96,298 | 116,006 |
| 71 Debt Services | - | - | - | - |
| 81 Facilities Acquisition & Constr. | 1,113,593 | - | - | - |
| 95 Juvenile Justice AEP | - | - | - | - |
| 97 Tax Incremental Financing | - | - | - | - |
| 99 Intergovernmental Charges | - | - | - | - |
| Subtotal Expenditures | 22,943,478 | 1,301,353 | 10,914,981 | 10,914,904 |
| Other Uses | - | - | - | - |
| Total Expenditures | 22,943,478 | 1,301,353 | 10,914,981 | 10,914,904 |
| Net Effect on Fund Balance | | | - | - |

These items do not require budgets to be adopted by the Board of Trustees

10.C. Consider Approval of an Interlocal Contract between the Department of Information Resources and Bryan ISD

**INTERLOCAL CONTRACT
BETWEEN
THE DEPARTMENT OF INFORMATION RESOURCES
AND
BRYAN INDEPENDENT SCHOOL DISTRICT
RELATING TO THE USE OF THE DIR SHARED SERVICES MASTER SERVICE
AGREEMENTS**

This Interlocal Contract (“ILC” or “Contract”) is entered into by the governmental entities shown above as contracting parties (referred to individually as a “Party” and collectively as the “Parties”) pursuant to the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code. This ILC is created under the authority of and to give effect to the intent and purpose of Chapters 2054 and 2059 of the Texas Government Code.

The entity receiving services under the DIR Shared Services Contracts through this ILC is hereinafter referred to as the “Receiving Entity” or the “DIR Customer.”

This ILC authorizes DIR Customer to participate in the Department of Information Resources (“DIR” or “Performing Agency”) Shared Services Program. The DIR Shared Services Program includes contracts that have been competitively procured by DIR. All specific services and products are purchased through the DIR Shared Services Program contracts and subject to the processes and terms therein.

DIR’s Shared Services Program provides for a Multisourcing Service Integrator (MSI) service provider (“MSI SCP”) and various Service Component Providers (“SCP”). The Shared Services Master Service Agreements, as amended, are defined on the Shared Services web page on the DIR website (“DIR Shared Services Contracts”) and are incorporated herein. Unless otherwise referenced, the references to Exhibits and Attachments herein are references to Exhibits and Attachments of the DIR Shared Services Contracts.

DIR Customer acknowledges and agrees that this ILC is with DIR and, therefore, DIR Customer does not have privity of contract with the SCPs.

Capitalized terms not defined herein shall have the meaning set forth in the relevant DIR Shared Services Contract.

**SECTION I
CONTRACTING PARTIES**

DIR CUSTOMER: Bryan Independent School District

PERFORMING AGENCY: Department of Information Resources

SECTION II STATEMENT OF SERVICES TO BE PERFORMED

2.1 Effect of ILC and General Process

The DIR Shared Services Program offers a variety of services and related support and products. The list of such services is provided through the DIR Shared Services Catalog and the DIR Shared Services portal. Further, SCPs may work with third-party vendors to provide additional services or products within the requirements of the relevant DIR Shared Services Contract.

This ILC describes the rights and responsibilities of the Parties relating to implementation, operation, maintenance, use, payment, and other associated issues by and between DIR Customer and DIR related to the Services to be provided through the DIR Shared Services Contracts. DIR Customer shall receive the Services described in the DIR Shared Services Contracts, subject to the terms of the relevant DIR Shared Services Contracts and this ILC. DIR Customer is only subject to those specific terms to the extent DIR Customer requests services or products through those specific DIR Shared Services Contracts. Each specific DIR Shared Services program also has program-specific terms and conditions. Upon DIR Customer's approval of such terms and conditions, the program-specific terms and conditions are incorporated automatically herein.

The details of specific processes and procedures are contained in the relevant Service Management Manual ("SMM"), developed by the MSI and/or SCPs, approved by DIR, and incorporated herein. The DIR Shared Services Contracts require the MSI and SCPs to develop appropriately documented policies, processes, and procedures and to provide training to DIR Customer personnel where required to ensure effective service interfaces, before approval and adoption of the SMM.

The terms of the relevant DIR Shared Services Contracts will apply to this ILC and will remain in full force and effect except as may be expressly modified by any amendment to the specific DIR Shared Services Contract. Such amendments will automatically apply to this ILC with no further action by the Parties. DIR shall keep DIR Customer generally informed of such amendments and provide the opportunity to provide input to DIR through the Shared Services portal as well as the DIR Shared Services Program Governance structure described below.

2.2 DIR Shared Services Program Process

To obtain Services, DIR Customer shall either order services directly through the MSI Marketplace portal where certain services and pricing are established or request certain services and products through the Request for Services process. This process is detailed in the relevant SMM for each SCP. As part of the response to a Request for Service, DIR Customer will receive a proposal, including the proposed solution or service, estimated cost or other financial obligations, if any, and any other relevant program-specific terms and conditions related to the services provided for in response to the Request for Service.

DIR Customer may accept or decline those terms and services at that time. The final DIR Customer approved technical solution, financial solution, and related terms are contractually binding terms that incorporate the terms of this ILC and the relevant Shared Services Contract(s). The program-specific terms and all other service/solution related terms and conditions are incorporated herein automatically upon DIR Customer's approval of such terms and conditions. Later termination of a Service or solution after an original approval or any pre-payment, may result in additional cost to the DIR Customer and may not allow for any refund of payments already made.

2.3 Change Orders and Change Control

In accordance with the relevant SMM and Shared Services Contract requirements, DIR Customer will coordinate with the MSI and/or SCP for all change requests. Change Control processes and authority may vary between DIR Shared Services Contracts as it relates to the rights of Customers to request changes. Further, Change Control does not allow DIR Customers to alter terms and conditions of the DIR Shared Services Contracts.

SECTION III DIR CUSTOMER PARTICIPATION

3.1 General Shared Services Governance

Governance of the DIR Shared Services Program is based on an owner-operator approach in which DIR Customers, in the role of operator, actively work with all SCPs to resolve local operational issues and participate in committees to address enterprise matters. Enterprise-level decisions, DIR Customer issues, and resolution of escalated DIR Customer-specific issues are carried out by standing governance committees, organized by subject area and comprised of representatives from DIR Customers, DIR management, SCP management, MSI management, and subject-matter experts. DIR Customers are structured into partner groups that select representatives to participate in these committees. DIR Customer shall participate within this Governance structure as described above and within the relevant SMM(s) ("Shared Services Governance").

3.2 DIR Customer and SCP Interaction and Issue Escalation

In accordance with the relevant SMM(s), DIR Customer shall interface with SCPs on the performance of "day-to-day" operations, including work practices requiring SCP and DIR Customer interaction, issues resolution, training, planning/coordination, and "sign-off." All issues are intended to be resolved at the lowest level possible. In those instances where it becomes necessary, the following escalation path is utilized. If DIR Customer is not able to resolve an issue directly with SCP staff, DIR customer escalates the issue to SCP management. If the issue cannot be resolved by SCP management, DIR Customer escalates to DIR. If the issue cannot be resolved by DIR, DIR Customer escalates to the appropriate DIR Shared Services Program Governance committee.

3.3 DIR Customer Specific Laws

Per the Compliance with Laws section of the DIR Shared Services Contracts, DIR Customer shall notify DIR, in writing, of all DIR Customer-specific laws (“DIR Customer-Specific Laws”), other than SCP Laws, that pertain to any part of DIR Customer’s business that is supported by SCPs under the DIR Shared Services Contracts, and DIR will notify SCPs, in writing, of such DIR Customer-Specific Laws. The Parties intend that such DIR Customer-Specific Laws will be identified and included in the portion of the SMM specific to DIR Customer. DIR Customer shall use commercially reasonable efforts to notify DIR, in writing, of any changes to DIR Customer-Specific Laws that may, in any way, impact the performance, provision, receipt and use of Services under the DIR Shared Services Contracts. DIR shall advise SCPs of such change and require that any changes to DIR Customer-Specific Laws are identified and included in the SMM. If necessary to facilitate DIR compliance with the requirements of the DIR Shared Services Contracts, DIR Customer shall provide written interpretation to DIR of any DIR Customer-Specific Law.

3.4 DIR Customer responsibilities

Where appropriate, DIR Customer shall support the following:

- (a) Software currency standards are established for the Shared Services environment through the owner operator governance model. DIR Customers will be engaged in approval of these standards and the development of technology roadmaps that employ these software currency standards. DIR Customers are expected to remediate applications in order to comply with the standards
- (b) Technology standards (e.g. server naming standards, reference hardware architectures, operating system platforms) are established through Shared Services Governance. DIR Customers will adhere to these standards. Any exceptions will follow governance request processes.
- (c) DIR Customer shall ensure network connectivity and sufficient bandwidth to meet DIR Customer’s needs.
- (d) DIR Customers will collaborate with SCPs to establish and leverage standard, regular change windows to support changes to enterprise systems. These change windows will be constructed to support varying degrees of service impact, from planned down-time to no service impact. Standard enterprise changes during these windows may affect all systems in one or more of the consolidated data centers simultaneously.
- (e) DIR Customers will support the consolidation of commodity services into shared enterprise solutions that leverage common management and configuration practices delivered by the service providers. Examples of such commodity services are SMTP mail relay and DNS management.

- (f) DIR Customers will support and align with standard enterprise Service Responsibilities Matrixes and associated processes for obtaining an exception or making improvements to the standard enterprise Service Responsibility Matrixes.

3.5 DIR Customer Equipment and Facilities

Any use by SCPs of DIR Customer Equipment and/or Facilities shall be limited to the purpose of fulfilling the requirements of this ILC or the DIR Shared Services Contracts.

DIR Customer will retain ownership of DIR Customer Equipment. DIR Customer shall comply with DIR refresh policies, as amended from time to time by DIR.

3.6 DIR Customer Contracts, Leases, and Software with Third Parties

DIR Customer will make available for use or use its best efforts to cause to be made available for use by DIR and/or SCPs the DIR Customer Contracts and Leases with third parties (“DIR Customer Third Party Contracts and Leases”) and DIR Customer third party software (“DIR Customer-Licensed Third Party Software”) that pertain to the Shared Services. Any use by DIR and/or SCPs of DIR Customer Third Party Contracts and Leases and/or DIR Customer-Licensed Third Party Software shall be limited to fulfilling the requirements of this ILC or the DIR Shared Services Contracts.

SCPs shall obtain all Required Consents in accordance with DIR Shared Services Contracts. DIR Customer will use its best efforts to assist SCPs to obtain from each Third Party Software licensor the right to use the DIR Customer-Licensed Third Party Software for Services provided under the DIR Shared Services Contracts. Except to the extent expressly provided otherwise and in accordance with the DIR Shared Services Contracts, SCPs shall pay all transfer, re-licensing, termination charges and other costs or expenses associated with obtaining any Required Consents or obtaining any licenses or agreements as to which SCPs are unable to obtain such Required Consents. If requested by DIR, DIR Customer shall cooperate with SCPs in obtaining the Required Consents by executing appropriate DIR approved written communications and other documents prepared or provided by SCPs.

3.7 Security

DIR Customer shall comply with recommended relevant security standards and relevant SCP security guides, as amended from time to time by DIR, the MSI, or the SCP. DIR Customer shall inform DIR as to any DIR Customer specific security considerations.

DIR Customer acknowledges that any failure on its part to follow recommended security standards, policies, and procedures may place its own data and operations at risk as well as those of SCP(s) and other governmental entities. DIR Customer accepts the related potential risks and liabilities that are created by DIR Customer’s failure to comply with the recommendations if it is determined such recommendations would have prevented an issue. DIR accepts no responsibility for the risk or liability incurred due to a DIR

Customer's decision to not follow DIR's recommendations. SCP will not be liable for violations of security policies and procedures by DIR Customer. Additionally, failure to comply with security standards, policies, and procedures may lead to the suspension or termination of the availability of certain Applications and services. SCP will give DIR and the DIR Customer notification of non-compliance.

SECTION IV CONTRACT AMOUNT

In accordance with terms of the DIR Shared Services Contracts, including all relevant pricing and accepted Request for Services proposals, and this ILC, DIR Customer shall be responsible for and agrees to pay DIR the applicable Charges for Services received from the SCPs and the MSI, Services DIR Customer agrees to pre-pay, the DIR recovery fees, any allocated charges, and any Pass Through Expenses incurred by DIR or SCPs on behalf of DIR Customer. The applicable fees are set out in the relevant DIR Shared Services Contracts as incorporated herein and, if applicable, specifically addressed in response to any Request for Services. Certain pricing is based upon DIR Customer's specific consumption; therefore, DIR Customer controls the amounts and duration of the contract amounts. It is understood and agreed that amounts are subject to change depending upon Services required and/or requested and approved and further dependent upon legislative direction and appropriations available for such Services.

Attachment A provides the estimated spend for services as approved by DIR Customer. DIR Customer may complete this form, as may be required by DIR Customer's own processes and procedures, and submit it to DIR. This form may be revised and updated by DIR Customer at any time as needed without a formal amendment from DIR by DIR Customer submitting to DIR an updated form. DIR Customer must adhere to its own policies and processes for authorizing an adjustment to such amounts internally. DIR Customer is solely responsible for monitoring compliance with Attachment A and to communicate any changes to Attachment A to DIR. DIR shall not be responsible for monitoring or ensuring such compliance.

SECTION V PAYMENT FOR SERVICES

DIR shall electronically invoice DIR Customer for Services on a monthly basis. Certain Services may not require Customer payment and, thus, may not be invoiced. Each invoice shall include the applicable monthly charges for Services received from the SCPs, the DIR recovery fees, all allocated charges, and any Pass-Through Expenses incurred by DIR or SCPs on behalf of DIR Customer in accordance with the DIR Shared Services Contracts.

The DIR recovery fees shall be reviewed at least annually in accordance with the requirements for billed statewide central services as set forth in OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments (as updated, revised or restated) and other applicable statutes, rules, regulations and guidelines. DIR shall retain

documentation for the DIR recovery fees. DIR fees are also determined and reported in accordance with DIR processes and sections 2054.0345-0346 of the Texas Government Code.

Each invoice shall include sufficient detail for DIR Customer to allocate costs to all federal and state programs in accordance with the relative benefits received and to make federal claims according to the federal cost plan of DIR Customer.

In order to allow DIR to meet the statutory payment requirements in Chapter 2251, Texas Government Code, DIR Customer shall make monthly payments by check or Electronic Funds Transfer (EFT) within twenty (20) days following receipt of each invoice from DIR. For purposes of determination of the payment due date, DIR and DIR Customer shall use the date when the invoice is electronically transmitted by DIR to DIR Customer and posted on the chargeback system along with reports that substantiate the service volumes and associated charges. Although cash flow considerations require timely payments as required herein, the rights of DIR Customer and DIR to dispute charges shall be consistent with Texas law.

The MSI SCP is required to develop and maintain a chargeback system. DIR shall coordinate requirements and functionality for the chargeback system with DIR Customer needs and requirements under federal and state requirements for invoiced charges generated through the system. DIR Customer shall utilize this chargeback system to link the designated measurable activity indicators (such as applications or print jobs) with the appropriate financial coding streams. DIR Customer shall update this information monthly, or at such other intervals as are necessary, to enable the MSI SCP to generate accurate invoices reflecting the appropriate distribution of costs as designated by DIR Customer.

DIR Customer is liable for all costs and expenses associated with providing Services under the ILC to the extent such costs and expenses have been incurred by DIR and such Services have been provided to DIR Customer or DIR Customer agrees to pay for such Services prior to receiving them.

Except as allowed in Texas Government Code, Chapter 2251, DIR Customer shall have no right to set off, withhold or otherwise reduce payment on an invoice. In accordance with Texas Government Code, Section 791.015, to ensure enforceability of payment obligations, DIR Customer consents to DIR presenting this ILC and all unpaid invoices to the alternate dispute resolution process, as set forth in Chapter 2009, Texas Government Code. Provided, however, that such consent shall not constitute an agreement or stipulation that Services have been provided or that the invoices are correct. DIR Customer expressly retains all rights to which it is entitled under Texas Government Code, Chapter 2251, in the event of a disagreement with DIR as to whether Services have been provided and accepted or an invoice contains an error.

If DIR Customer disputes an invoice, it shall present the billing dispute in writing directly to the MSI through the Service Catalog within four (4) invoice cycles after the date DIR Customer receives the invoice and reports that substantiate the service volumes and

associated Charges from DIR. DIR Customer will provide to the MSI all relevant documentation to justify the billing dispute.

SECTION VI TERM AND TERMINATION OF CONTRACT AND SERVICES

6.1 Term and Termination of ILC

The term of this ILC shall commence upon start of services or execution of this ILC, whichever shall come earlier, and shall terminate upon mutual agreement of the Parties.

This ILC is contingent on the continued appropriation of sufficient funds to pay the amounts specified in DIR Customer's Requests for Services, including the continued availability of sufficient relevant federal funds if applicable. Continuation of the ILC is also contingent on the continued statutory authority of the Parties to contract for the Services. If this ILC is terminated for any reason other than lack of sufficient funds, lack of statutory authority, or material breach by DIR, DIR Customer shall pay DIR an amount sufficient to reimburse DIR for any termination charges and any termination assistance charges incurred under the DIR Shared Services Contracts and this ILC as a result of such termination by DIR Customer. DIR Customer shall provide at least ninety (90) days' written notice to DIR prior to termination. Payment of such compensation by DIR Customer to DIR shall be a condition precedent to DIR Customer's termination.

DIR and DIR Customer acknowledge and agree that compliance with federal law and ongoing cooperation with federal authorities concerning the expenditure of federal funds in connection with the DIR Shared Services Contracts and this ILC are essential to the continued receipt of any relevant federal funds.

6.2 Termination of Services

If DIR Customer terminates certain Services, that it requested and approved, for convenience, DIR Customer shall pay the remaining requisite unrecovered costs that have already been incurred prior to the notice of termination, such unrecovered costs will be calculated in accordance with the relevant Shared Services Contract, SMM, or the approved services proposal and related terms. DIR Customer understands that it may not be able to terminate services or receive any refund of a pre-payment after approving the relevant financial solution.

SECTION VII MISCELLANEOUS PROVISIONS

7.1 Public Information Act Requests

Under Chapter 552, Texas Government Code (the Public Information Act), information held by SCPs in connection with the DIR Shared Services Contracts is information collected, assembled, and maintained for DIR. DIR shall respond to Public Information Act requests for SCP information. If DIR Customer receives a Public Information Act request for SCP information that DIR Customer possesses, DIR Customer shall respond to the request as it relates to the information held by DIR Customer. Responses to requests for confidential information shall be handled in accordance with the provisions of the Public Information Act relating to Attorney General Decisions. Neither Party is authorized to receive or respond to Public Information Act requests on behalf of the other. If SCP or DIR receives a Public Information Act request for information or data owned by DIR Customer, DIR or SCP will refer the requestor to DIR Customer.

7.2 Inventory Control

DIR shall coordinate financial accounting and control processes between DIR Customer and SCPs and ensure inclusion of reasonable control and reporting mechanisms, including any control and reporting mechanisms specifically required by DIR Customer, in the Service Management Manual. Such procedures shall specifically recognize DIR Customer requirements for inventory control and accounting for state owned and leased equipment and facilities, including hardware, software, contracts, and other items of value that may be utilized by, or authorized for use under the direction and control of SCPs.

7.3 Confidential Information

DIR shall require SCPs to maintain the confidentiality of DIR Customer information to the same extent that DIR Customer is required to maintain the confidentiality of the information, and with the same degree of care SCPs use to protect their own confidential information. DIR acknowledges that DIR Customer may be legally prohibited from disclosing or allowing access to certain confidential data in its possession to any third party, including DIR and SCPs. The relevant SMM shall document detailed confidentiality procedures, including the process DIR Customer shall follow to identify confidential information it is legally prohibited from disclosing or allowing access to by DIR and SCPs and including confidentiality procedures required that are specific to DIR Customer. The DIR Shared Services Contracts sets forth the confidentiality obligations of SCPs.

DIR Customer shall notify DIR, in writing, (1) if DIR Customer is a covered entity subject to the Health Insurance Portability and Accountability Act (HIPAA) privacy regulations at 45 Code of Federal Regulations Parts 160 and 164, that is required to enter into a business associate agreement with DIR or SCPs; (2) if DIR Customer receives Federal tax returns or return information; and (3) if DIR Customer is subject to any other requirements specific to the provision of Services. If DIR Customer receives federal tax returns or return information, then DIR Customer must comply with the requirement of IRS Publication 1075 and Exhibit 7 to IRS Publication 1075. In the event a DIR customer is subject to additional requirement as mentioned in this section, DIR shall require SCPs to maintain the confidentiality of DIR Customer information in accordance with language

included in Attachment B of this agreement. Such additional requirements as is included in Attachment B of this agreement shall be included in the relevant SMM.

7.4 Notification Information

Contact information for purposes of notification for each Party is set forth below.

DIR Customer's Primary Contact

Name: Rob Hayes

Title: Director of Technical Support

Address: 800 S. Texas Ave. Bryan, TX 77803

Telephone: 979-209-1172

Email: rob.hayes@bryanisd.org

DIR's Primary Contact

sharedservicescontractoffice@dir.texas.gov

The DIR Billing Contact is listed in the DIR Contacts section of the monthly Shared Services Payment Guidance letter, which is provided to the DIR Customer with the monthly Shared Services invoice.

7.5 Binding Effect

The Parties hereto bind themselves to the faithful performance of their respective obligations under this ILC.

7.6 Amendments

This ILC may not be amended except by written document signed by the Parties hereto or as specified within this ILC or the attachment being amended.

7.7 Conflicts between Agreements

If the terms of this Contract conflict with the terms of any other contract between the Parties, the most recent contract shall prevail. This Contract provides a general description of certain terms within the DIR Shared Services Contracts. If the terms of this Contract conflict with the terms of the DIR Shared Services Contracts, the DIR Shared Services Contracts' terms shall prevail. If the terms of this Contract conflict with the terms of an accepted proposal or solution from a Request for Services, this Contract shall prevail.

7.8 Responsibilities of the Parties

The Parties shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the ILC. The parties do not intend to create a joint venture. Each Party acknowledges it is not an agent, servant or employee of the other. Each Party is responsible for its own acts and deeds and for those of its agents, servants and employees. Notwithstanding the foregoing, DIR will cooperate with DIR Customer in all reasonable respects to resolve any issues pertaining to federal funding in connection with this ILC or the DIR Shared Services Contracts.

DIR and DIR Customer agree that Services contemplated in this ILC shall be governed by provisions in the DIR Shared Services Contracts regarding individual responsibilities of the parties, including Services provided by the SCPs. DIR Customer shall comply with all policies, procedures, and processes in the relevant SMM (s) and as provided by DIR. In the event DIR Customer actions, failure to perform certain responsibilities, or Request for Services result in financial costs to DIR, including interest accrued, those costs shall be the responsibility of DIR Customer. DIR and DIR Customer shall coordinate and plan for situations where conflicts, failure to perform or meet timely deadlines, or competition for resources may occur during the term of this contract. Unless otherwise specifically addressed, the governance process, addressed above, for the DIR Shared Services Contracts shall be used for issue resolution between DIR Customers, DIR and DIR SCPs.

7.9 Audit Rights of the State Auditor's Office

In accordance with Section 2262.154, Texas Government Code and other applicable law, the Parties acknowledge and agree that: (1) the state auditor, the Parties' internal auditors, and if applicable, the Office of Inspector General of DIR Customer or their designees may conduct audits or investigations of any entity receiving funds from the state directly under the Contract or the DIR Shared Services Contracts, or indirectly through a subcontract under the DIR Shared Services Contracts; (2) that the acceptance of funds directly through this Contract or indirectly through a subcontractor under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, the Parties' internal auditors, and if applicable, the Office of Inspector General of DIR Customer or their designees to conduct audits or investigations in connection with those funds; and (3) that the Parties shall provide such auditors or inspectors with access to any information considered relevant by such auditors or inspectors to their investigations or audits.

7.10 General Terms

Except as expressly provided herein, no provision of this ILC will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies or immunities available to DIR Customer. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to DIR Customer by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Except as expressly provided herein, DIR

Customer does not waive any privileges, rights, defenses, remedies or immunities available to DIR Customer.

This Customer Agreement will be construed and governed by the laws of the State of Texas. Venue for any action relating to this Customer Agreement is in Texas state courts in Austin, Travis County, Texas, or, with respect to any matter in which the federal courts have exclusive jurisdiction, the federal courts for Travis County, Texas.

If one or more provisions of this ILC, or the application of any provision to any Party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this ILC and the application of the provision to other Parties or circumstances will remain valid and in full force and effect.

Signatory Warranty

Each signatory warrants requisite authority to execute the ILC on behalf of the entity represented.

**SECTION VIII
CERTIFICATIONS**

The undersigned Parties hereby certify that: (1) the matters specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government; (2) this ILC serves the interest of efficient and economical administration of State Government; and (3) the Services, supplies or materials in this ILC are not required by Section 21, Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

IN WITNESS WHEREOF, the Parties have signed this ILC effective on date of last signature below.

RECEIVING ENTITY: BRYAN INDEPENDENT SCHOOL DISTRICT

By: _____

Printed Name: Julea Johnson

Title: Executive Director of Technology Services

Date: _____

PERFORMING AGENCY: DEPARTMENT OF INFORMATION RESOURCES

By: _____

Printed Name: Dale Richardson

Title: Chief Operating Officer

Date: _____

Legal: _____

Attachments to ILC

Attachment A Estimated Spend Form – (Customer may provide Attachment A to DIR if required by their processes.)

Attachment B Additional Confidentially Requirements – (As necessary and described in Section 7.3, Confidential Information)

Attachment A
Estimated Spend Form

*This form is to be used as needed by the DIR Customer to capture spend within the Shared Services Program. This amount may be based upon the DIR Customer's biennial budget(s).

Below are the estimated spend amounts for certain DIR Shared Services received through this ILC and may change based upon DIR Customer consumption. This amount is to be managed and monitored solely by the DIR Customer. Amounts may be transferred by the DIR Customer that change this amount. Such increases or decreases are strictly within the control of the DIR Customer.

DIR Customer is required to pay for any costs incurred in accordance with this ILC and the related DIR Shared Services Contracts regardless of the estimated spend amounts reflected herein.

Updates to this form may be executed through written notice by the DIR Customer to DIR.

Costs, such as incremental network expenses, which are billed directly to or paid by the DIR Customer, are not included in these amounts.

For the period MONTH DAY, YEAR through MONTH DAY, YEAR the estimated spend is \$XX,XXX as the spend applies to _____ Services.

DIR Customer acknowledges and agrees that the responsibility to manage, monitor, and change the amounts contained in this form are the sole responsibility of the DIR Customer. Further, each signatory warrants requisite authority to execute any changes to this Attachment A in accordance with the DIR Customer's applicable approval processes.

By: _____

Printed Name: _____

Title: _____

Date: _____

Attachment B
Additional Confidentiality Requirements

None.

10.D. Consider approval of employment contract recommendations for renewal of professional contracts for Campus Principals and above for the 2026–2027 school year

10.E. Consider approval of the Memorandum of Understanding between Bryan ISD and Allegany College for Nursing Training Placements

**STATEMENT OF AGREEMENT
BETWEEN
ALLEGANY COLLEGE OF MARYLAND
AND
BRYAN INDEPENDENT SCHOOL DISTRICT**

This AGREEMENT made and dated this **24th** day of **February 24**, 2026, between **Bryan Independent School District** Affiliate”) and Allegany College of Maryland (“College”) for the following Health Care Programs: Nursing and Allied Health Professions Programs.

WHEREAS, the College is an institution of higher education located in Maryland with satellite campuses in Pennsylvania, offering healthcare programs including, but not limited to, Nursing and Allied Health Professions Programs (individually or collectively, “Program”). “Program” as herein defined shall include all healthcare programs within any academic department of the College, (credit and continuing education), and the parties expressly intend this agreement to apply to any and all such healthcare programs.

WHEREAS, the Clinical Affiliate is a health care agency or system providing services.

WHEREAS, the College and the Clinical Affiliate wish to establish a relationship of mutual benefit to facilitate and provide students of the College clinical training experience in the above-mentioned Health Care Programs.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. COLLEGE RESPONSIBILITIES

- A. The College will provide qualified instructors or appropriate supervising officials for the teaching and supervision of its students.
- B. The College will cooperate with the Clinical Affiliate and other personnel as may be assigned by the Clinical Affiliate in planning for the use of facilities for student learning experiences.
- C. At the beginning of each semester, the College will provide the staff in selected clinical areas a review of the curriculum plan, the objectives of the experience, the clinical focus and behavioral skills to be developed, the level of the student, and the role of the agency staff and College faculty.
- D. The College faculty and/or designated Clinical Affiliate supervising official will be responsible for the selection, assignment, and supervision of qualified students to participate in the clinical experience. The clinical experience will be planned to achieve definite educational purposes and will not be extended beyond their learning needs identified by the faculty.
- E. The Clinical Affiliate determines their eligibility criteria. The College will place students who satisfy criteria that is lawful and consistent with ACM policy/procedures, and the College will remove students from the site if the student cannot meet the criteria with or without a reasonable accommodation if requested in writing by Affiliate.
- F. Students and faculty will comply with the Allied Health Programs HIPAA and confidentiality

guidelines.

- G. The College assumes responsibility for the provision of professional liability insurance for its students engaged in instructional clinical experiences at the Clinical Affiliate. Students and faculty are not considered agents of the Clinical Affiliate, except while under the direct supervision of the Clinical Affiliate. The College is responsible for the compliance of students and instructors with all rules and regulations of the Clinical Affiliate insofar as they apply to their activities while at the Clinical Affiliate.
- H. The College agrees to indemnify and hold the Clinical Affiliate, its officers, agents and employees harmless from and against any and all liability, losses, damages, claims, causes of action, costs or expenses, (including reasonable attorney's fees) which are caused by any act or omission in the performance of the clinical affiliation activities hereunder by the College, its officers, agents, students or employees, except for acts of omissions while under the direct supervision of the Clinical Affiliate.
- I. The parties to this agreement will maintain and/or cause its persons to maintain public third-party general liability and professional liability insurance providing bodily injury and property damage limits not less than one million dollars (\$1,000,000) per occurrence/per claim and three million dollars (\$3,000,000) in the aggregate, and provide certificates of such insurance to each party. Certificates of insurance will provide evidence of contractual liability coverage.
- J. The College will provide workers' compensation insurance for all College employees paid by the College and assigned to the Clinical Affiliate. The Clinical Affiliate must provide workers' compensation for all individuals employed and paid by the Clinical Affiliate.
- K. Students will complete any required physical examinations, immunizations, and background checks prior to beginning any clinical experience. The College will maintain records of said physical examinations and immunizations. Background checks will be available to clinical affiliates at their request.
- L. The College will inform the Clinical Affiliate of any changes in curriculum, scheduling, policy, and assignments.
- M. Financial responsibility for any medical care provided to students or faculty while participating in a clinical experience will be borne by the student or faculty member.
- N. The College will maintain accreditation by the Middle States Commission on Higher Education (MSCHE) and the Maryland Higher Education Commission (MHEC). The College will further maintain accreditation by appropriate third-party accrediting agencies for each of the Programs mentioned.

II. CLINICAL AFFILIATE RESPONSIBILITIES

- A. Patient care at the Clinical Affiliate will be the responsibility of and under the control and supervision of the Clinical Affiliate.
- B. The Clinical Affiliate will use its best efforts to provide a variety of clinical experiences and/or

observational opportunities on patient care units and in selected departments of the Clinical Affiliate. The maximum number of students on any clinical unit will be jointly determined by the Clinical Affiliate and the College faculty.

- C. The Clinical Affiliate will provide clinical facilities, classroom space, confidential conference space, and for selected clinical programs, qualified clinical supervision.
- D. The Clinical Affiliate will permit the use of available instructional materials. Patient records must be used on the assigned patient care unit during assigned clinical laboratory experience of preparation for that experience. Reference books may not be removed from the unit.
- E. The Clinical Affiliate will make policies, procedures, and regulations, and other pertinent information available to the College faculty and to the students.
- F. The Clinical Affiliate will supply such basic equipment and supplies including all protective and environmental equipment consistent with Occupational Safety and Health Administration regulation as are needed to prepare students to accomplish the care of the patients concerned.
- G. While students are at the Clinical Affiliate for clinical experience, they and their instructors will be granted the same cafeteria and parking privileges as those granted Clinical Affiliate personnel (if applicable).
- H. Orientation of College faculty will be planned cooperatively by the Clinical Affiliate and the faculty.
- I. The Clinical Affiliate will maintain an adequate and qualified staff to provide an environment of high quality medical and nursing care and will maintain appropriate accreditation.
- J. The Clinical Affiliate shall comply with FERPA law and policy, including PII. (*Refer to attached Policy*)
- K. Notwithstanding the foregoing, Neither of the Parties waives, modifies or alters to any extent whatsoever the availability of any defense of immunity under the laws of the United States of America and/or the State of Texas.

III. JOINT RESPONSIBILITIES

- A. The Parties shall at all times under this Agreement comply with all applicable Federal laws and regulations including but not limited to FERPA, HIPAA, ADA/504, Title VI and Title IX. Each Party shall at all times under this Agreement comply with their respective state and local laws, regulations, and ordinances. Each Party shall at all times under this Agreement comply with their respective policies and procedures.
- B. The Parties agree to cooperate with the policies and procedures of each Party for the purpose(s) of conducting any investigation relating to student's activities and any potential claim involving students or employees under this Agreement to the extent permitted by law. The parties agreed to provide said cooperation even after the termination of the (1) the student's clinical experience, (2) the student's affiliation with the College, and/or (3) the termination of this Agreement.

- C. This Agreement may be terminated without cause at any time by either party upon giving prior written notice of such intent to the other party by registered or electronic mail at least Sixty (60) days before termination. In the event of a termination of this Agreement, the Parties agree that all students already scheduled to participate and/or are participating in the clinical experience will be allowed to complete their clinical experience under the same terms and conditions of this Agreement.
- D. This Agreement shall only be modified in writing with the same formality as the original Agreement.
- E. The relationship between the Parties to this Agreement is that of independent contractors and is not to be in any manner construed to create an employment relationship between the College, Clinical Affiliate and/or the student. The relationship of the Parties to this Agreement to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors. No party hereto shall have the right to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of another Party.
- F. This Agreement is not intended to confer any right or benefit upon, or permit enforcement of any provision by, anyone other than the Parties to this Agreement. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by either Party without the prior written consent of the other Party.
- G. The College assumes responsibility for the compliance of students and instructors with all rules and regulations of the Clinical Affiliate insofar as they apply to their activities while at the Clinical Affiliate.
- H. This contract may be reviewed annually and may be modified upon written request by any party to the agreement within thirty (30) days. It may be terminated by either party only after the currently enrolled students have completed the program requirements.
- I. This Agreement and its construction shall be governed by the laws of the State of Texas, and any interpretation, claim or dispute arising out of this Agreement shall be brought in a court of competent jurisdiction located in Brazos, County Texas.
- J. This Agreement, and its attachments, if any, constitutes the entire understanding between the Parties with respect to its subject matter and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, and cannot be modified except by written agreement signed by both Parties.
- K. Compliance with Open Records Laws, Notwithstanding any provision of this contract to the contrary, College understands that Clinical Affiliate is subject to and will comply with the Texas Public Information Act (Chapter 552 Texas Government Code) as interpreted by judicial opinion and opinions of the Attorney General of the State of Texas. Information, documentation and other material in connection with this contract that is of a confidential or proprietary nature must be clearly and prominently marked as such by College, and disclosure is subject to Order by the Texas Attorney General.

College Contact:

Allegany College of Maryland
12401 Willowbrook Road, SE
Cumberland, Maryland 21502-2596
Attn: Dr. Karin E. Savage, Dean, Career Education

Clinical Affiliate Contact:

Bryan Independent School District
801 South Ennis Street
Bryan, Texas 77803
Attn: Karen Byers

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date of last signature below.

ALLEGANY COLLEGE OF MARYLAND

David R. Jones, M.Ed. Date
President

Christina Kilduff, MBA Date
Vice President of Finance & Administration

Program Director Date

BRYAN INDEPENDENT SCHOOL DISTRICT

| | |
|--------------------------|----------------------|
| _____ (Signature) | _____ (Signature) |
| _____ Joel Bryan | _____ (Name) |
| _____ (Name) | _____ (Name) |
| _____ Board President | _____ (Title) |
| _____ (Title) | _____ (Title) |
| _____ (Date) | _____ (Date) |

Non-Discrimination Statement as Required by Federal Directive effective 2/28/25

Allegany College of Maryland does not discriminate on the basis of federally protected classes of race, color, national origin, religion, sex, age, disability, and veteran/military status in matters affecting employment or in providing access to programs and activities. Allegany College of Maryland recognizes and complies with additional protections for employees and/or pursuant to state law.

For inquiries related to this policy, [Title IX](#), and [ADA/504](#), please contact:

Dr. Renee Conner
Dean of Student and Legal Affairs
Title IX Coordinator
ADA/504 Coordinator
301-784-5206 / rconner@allegany.edu

Note: Allegany College of Maryland does not discriminate based on the federally protected classes. The College complies with all federal, state, and local laws and regulations which prohibit unlawful discrimination. We are committed to complying with all Executive Orders, Dear Colleague Letters, and other federal directives; where language in published documents is inconsistent with those federal directives, the College will comply with and defer to the appropriate federal requirements pending revisions or changed legal mandates.

FERPA POLICY

[Federal law mandate]

Adopted 2006

Revised 2020

Approved by Board of Trustees 04/19/21

Implementation Date 07/01/21

Editorial change (Position) 08/07/24

BACKGROUND AND PURPOSE

The Family Educational Rights & Privacy Act is a federal law (enacted in 1974, amended in 2009) enforced by the United States Department of Education which requires institutions of higher learning to do certain things and forbids other things related to the privacy of students' information; the relevant federal regulations are found at 35CFR99. Non-compliance with FERPA jeopardizes a college's financial aid funding and exposes the institution and the individual to liability.

POLICY

I. POLICY STATEMENT

Allegany College of Maryland, employees, and persons working on behalf of the institution will comply with the federal Family Education Rights and Privacy Act, and the College will implement reasonable methods to protect student educational records.

II. SCOPE OF THE POLICY

This policy applies to the educational records maintained by the College of students taking credit and non-credit courses which are maintained by the College. This policy addresses how the College protects the privacy and access rights of students as well as restrictions to the unauthorized release of student records and protected student information. Different parts of the policy apply to students while others apply to faculty and staff – including students in their capacity as paid employees, quasi-employees, and/or members of college committees. This policy applies upon a student's enrollment. This policy applies at all campuses, instructional sites, and any property owned or managed by Allegany College of Maryland; the words "on campus" encompass all such properties. This policy applies to educational records after a student is no longer enrolled; however, this policy does not apply to distinct records created within the College's Alumni Office for fundraising purposes.

III. DEFINITIONS

"College Official" for purposes of this policy includes a person employed by Allegany College of Maryland, a student performing work for the College, a person serving on the Board of Trustees, General Counsel, an authorized volunteer, and/or a contracted person who performs an institutional service pursuant to written agreement.

"Directory information" at Allegany College of Maryland includes student name, address, email address, photo, dates of attendance, credentials earned, honors awarded, and alumni status.

"Educational records" include but are not limited to acceptance letter, registration, course schedules grades, transcript, attendance, date of birth, social security number, student identification number, birth name, sex assigned at birth, on-campus housing records, payment/billing, financial aid, disability requests, disability accommodations, selective admission program applications, vaccinations/vaccination verification, medical records required for an academic program, written communications to the student, text messages (to Mongoose, to College Officials' phones), ACM Wi-Fi records (including cell phone location), law enforcement records submitted to student conduct office, disciplinary records, threat assessment, intervention plans, and Title IX documents. (Notes; internal communications among College Officials; any writings, notes, documents, emails or

communications that are pre-decisional and/or deliberative; other informal/unofficial documents; calendars; reminders; individual observations, and personal opinions do not constitute “educational records” but may be subject to other privacy protections that prevent or restrict disclosure to any person.)

“Disclosure” means the release of educational records or information contained within educational records.

“Maintained” means records created and preserved by the institution including authorized College Officials in the regular course of business.

IV. DISCLOSURE

A. Required

The College **MUST** disclose education records in the following circumstances:

1. Students have the right to inspect their own educational records.
2. The College will comply with a properly authorized and executed court order
3. Specified records are required to be shared pursuant to Title IX regulations.
4. Disciplinary outcomes may be disclosed to the victim of a violent offense upon written request.

B. Permitted

The College **MAY** disclose education records only if one of the following criteria is met:

1. Directory information (unless student opts out – see Student Rights below)
2. Emergencies
3. Student has signed a FERPA Release which is properly authenticated
4. Student is a dependent as filed in a third party’s taxes
5. Financial aid information to authorized agencies and personnel
6. Drug/alcohol violations may be reported to parents of students under 21 years of age
7. Registered sex offender pursuant to community notification program (Campus Sex Crimes Prevention Act)
8. College employee with legitimate need to know
9. Deceased student’s information to parents/next of kin
10. Studies for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction. Disclosures must comply with statutory requirements: written agreement which must state the scope, duration, information to be disclosed; individual students may not be identified; if collected, PII student information must be destroyed at the end of the study; confidentiality must be maintained; and no re-disclosure is permitted.
11. Audits/Evaluations by federal, state, local education authority
12. Accrediting bodies. Disclosures must comply with statutory requirements: written agreement which must state the scope, duration, information to be disclosed; individual students may not be identified; if collected, PII student information must be destroyed at the end of the study; confidentiality must be maintained; and no re-disclosure is permitted.
13. Authorized representatives of the U. S. Comptroller General, the U.S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as a State postsecondary authority that is responsible for supervising the university’s State-supported education programs. Disclosures must comply with statutory requirements: written agreement which must state the scope, duration, information to be disclosed; individual students may not be identified; if collected, PII student information must be destroyed at the end of the study; confidentiality must be maintained; and no re-disclosure is permitted.
14. Transfer/enrollment information to other colleges
15. USA Patriot Act investigation and/or prosecution

C. Not Permitted

The College may NOT disclose education records in the following circumstances:

1. Any disclosure that is not specifically permitted
2. FOIA requests for information that are not specifically permitted where redacting protected information is not possible.
3. Disclosure over the telephone unless the College Official has verified the student's identity on the call
4. Title IX records except as required by law (see Required above)
5. Conduct investigations and/or disciplinary action except as required by law (see Required above)
6. Other students or protected employee information in the record that cannot be redacted

D. Accidental

If an accidental disclosure occurs, the person responsible must promptly take the following steps:

- 1.) Attempt to recall or retrieve the information exercising due diligence and seeking help from relevant personnel or services as necessary;
- 2.) Attempt to contain the disclosure by directing the person(s) to whom the information was accidentally disclosed not to read, print, forward, or discuss the information with anyone;
- 3.) Verify that no other breach has occurred;
- 4.) Document what happened;
- 5.) Report to supervisor;
- 6.) Report a breach of personally identifiable information (PII) to the designated College Official who shall then report the breach to the Department of Education; and
- 7.) Notify the affected student about the breach including what happened, what information was disclosed, and what steps were made to correct the accidental disclosure. The student's remedy is to pursue an internal grievance

V. STUDENT RIGHTS

- A. Students have the right to inspect and review their own education records within 45 days of submitting a written request to the College Official who maintains the record to be inspected. The request shall state with specificity which records are to be inspected and reviewed. The College Official will make arrangements and notify the student of the date, time, and place where the record may be inspected. If the contacted College Official does not maintain the record, the student's request shall be forwarded to the Executive Director of Enrollment and Advising Services or the Dean of Student & Legal Affairs.
- B. Students have the right to request correction of inaccurate information that can be factually demonstrated; "inaccurate information" does not include outcomes or findings with which the student disagrees. A student who wishes to request a correction shall put the request in writing to the College Official who maintains the record - clearly identifying the record or part of the record the student seeks to change and specifying the grounds for the request. The College Official shall notify the student in writing if the request is granted and, if not, the reasons as well as how to appeal the decision.
- C. Students have the right to request non-disclosure of directory information by notifying the Registrar in writing within two weeks after the first day. (Exception: students cannot opt out of disclosure to institutional employees with legitimate need to know)
- D. Students have the right to provide written consent for disclosure of non-directory information.
- E. Students have the right to file a complaint with the U.S. Department of Education concerning alleged failure by the College to comply with the requirements of FERPA. The name and address of the Office that administers FERPA is:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202-5920

- F. Students do not have any rights relative to another student's educational records unless specifically permitted by law.
- G. Students may request to change their name and/or gender information.

VI. INSTITUTIONAL REQUIREMENTS AND PERMISSIONS

- A. The College shall keep educational records secure.
- B. The College shall maintain educational records for the period of time required by any relevant federal, state, or local law/regulation where applicable. Other records may be kept by the program or unit as determined necessary for efficiency, space, or other reasonable factors. Unless required by law/regulation, no program or unit must keep records for more than 5 years.
- C. The College is not required to disclose protected information to any person/entity except the student as noted in Student Rights or except as required by a court order. Even with a properly executed written consent by the student, the College may decline to disclose to a third party.

VII. Procedures

Allegany College of Maryland shall adopt necessary procedures to implement this policy.

VIII. Other Provisions

Some educational records and student information may also be subject to other privacy laws or protections including, but not limited to, Health Insurance Portability and Accountability Act (HIPAA).

Application of this policy may directly or indirectly require the application of other institutional policies; nothing in this policy shall be construed to prohibit the application of related policies which include, but are not limited to the policies listed here. If the application of this policy conflicts with the application of another institutional policy, the College will make a good faith effort to comply with all mandates and legal requirements. Related policies: Data Classification Policy, Non-Discrimination, [Title IX], Safety Risk Policy, Code of Student Conduct; Alcohol and Drug Policy, HR policies, Academic Regulations, Personal Electronic Account Privacy Protection Policy, FERPA Policy.

IX. ADMINISTRATION OF POLICY

Dean of Enrollment and Educational Services is responsible for the implementation, administration, and oversight of this policy in consultation with other College Officials and/or General Counsel as needed. Questions, concerns, and reports of non-compliance should be promptly reported to Dean of Enrollment and Educational Services or to the Office of Student & Legal Affairs.

IX. CHANGES

Substantive changes to this policy require approval by the Board of Trustees; editorial changes, title/position changes, and/or changes to its implementation procedures may be made as required by federal or state mandate and/or institutional need with timely notice to students and employees.

**STATEMENT OF AGREEMENT
BETWEEN
ALLEGANY COLLEGE OF MARYLAND
AND
BRYAN INDEPENDENT SCHOOL DISTRICT**

This AGREEMENT made and dated this 24th day of February 24, 2026, between Bryan Independent School District Affiliate”) and Allegany College of Maryland (“College”) for the following Health Care Programs: Nursing and Allied Health Professions Programs.

WHEREAS, the College is an institution of higher education located in Maryland with satellite campuses in Pennsylvania, offering healthcare programs including, but not limited to, Nursing and Allied Health Professions Programs (individually or collectively, “Program”). “Program” as herein defined shall include all healthcare programs within any academic department of the College, (credit and continuing education), and the parties expressly intend this agreement to apply to any and all such healthcare programs.

WHEREAS, the Clinical Affiliate is a health care agency or system providing services.

WHEREAS, the College and the Clinical Affiliate wish to establish a relationship of mutual benefit to facilitate and provide students of the College clinical training experience in the above-mentioned Health Care Programs.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. COLLEGE RESPONSIBILITIES

- A. The College will provide qualified instructors or appropriate supervising officials for the teaching and supervision of its students.
- B. The College will cooperate with the Clinical Affiliate and other personnel as may be assigned by the Clinical Affiliate in planning for the use of facilities for student learning experiences.
- C. At the beginning of each semester, the College will provide the staff in selected clinical areas a review of the curriculum plan, the objectives of the experience, the clinical focus and behavioral skills to be developed, the level of the student, and the role of the agency staff and College faculty.
- D. The College faculty and/or designated Clinical Affiliate supervising official will be responsible for the selection, assignment, and supervision of qualified students to participate in the clinical experience. The clinical experience will be planned to achieve definite educational purposes and will not be extended beyond their learning needs identified by the faculty.
- E. The Clinical Affiliate determines their eligibility criteria. The College will place students who satisfy criteria that is lawful and consistent with ACM policy/procedures, and the College will remove students from the site if the student cannot meet the criteria with or without a reasonable accommodation if requested in writing by Affiliate.
- F. Students and faculty will comply with the Allied Health Programs HIPAA and confidentiality

guidelines.

- G. The College assumes responsibility for the provision of professional liability insurance for its students engaged in instructional clinical experiences at the Clinical Affiliate. Students and faculty are not considered agents of the Clinical Affiliate, except while under the direct supervision of the Clinical Affiliate. The College is responsible for the compliance of students and instructors with all rules and regulations of the Clinical Affiliate insofar as they apply to their activities while at the Clinical Affiliate.
- H. The College agrees to indemnify and hold the Clinical Affiliate, its officers, agents and employees harmless from and against any and all liability, losses, damages, claims, causes of action, costs or expenses, (including reasonable attorney's fees) which are caused by any act or omission in the performance of the clinical affiliation activities hereunder by the College, its officers, agents, students or employees, except for acts of omissions while under the direct supervision of the Clinical Affiliate.
- I. The parties to this agreement will maintain and/or cause its persons to maintain public third-party general liability and professional liability insurance providing bodily injury and property damage limits not less than one million dollars (\$1,000,000) per occurrence/per claim and three million dollars (\$3,000,000) in the aggregate, and provide certificates of such insurance to each party. Certificates of insurance will provide evidence of contractual liability coverage.
- J. The College will provide workers' compensation insurance for all College employees paid by the College and assigned to the Clinical Affiliate. The Clinical Affiliate must provide workers' compensation for all individuals employed and paid by the Clinical Affiliate.
- K. Students will complete any required physical examinations, immunizations, and background checks prior to beginning any clinical experience. The College will maintain records of said physical examinations and immunizations. Background checks will be available to clinical affiliates at their request.
- L. The College will inform the Clinical Affiliate of any changes in curriculum, scheduling, policy, and assignments.
- M. Financial responsibility for any medical care provided to students or faculty while participating in a clinical experience will be borne by the student or faculty member.
- N. The College will maintain accreditation by the Middle States Commission on Higher Education (MSCHE) and the Maryland Higher Education Commission (MHEC). The College will further maintain accreditation by appropriate third-party accrediting agencies for each of the Programs mentioned.

II. CLINICAL AFFILIATE RESPONSIBILITIES

- A. Patient care at the Clinical Affiliate will be the responsibility of and under the control and supervision of the Clinical Affiliate.
- B. The Clinical Affiliate will use its best efforts to provide a variety of clinical experiences and/or

observational opportunities on patient care units and in selected departments of the Clinical Affiliate. The maximum number of students on any clinical unit will be jointly determined by the Clinical Affiliate and the College faculty.

- C. The Clinical Affiliate will provide clinical facilities, classroom space, confidential conference space, and for selected clinical programs, qualified clinical supervision.
- D. The Clinical Affiliate will permit the use of available instructional materials. Patient records must be used on the assigned patient care unit during assigned clinical laboratory experience of preparation for that experience. Reference books may not be removed from the unit.
- E. The Clinical Affiliate will make policies, procedures, and regulations, and other pertinent information available to the College faculty and to the students.
- F. The Clinical Affiliate will supply such basic equipment and supplies including all protective and environmental equipment consistent with Occupational Safety and Health Administration regulation as are needed to prepare students to accomplish the care of the patients concerned.
- G. While students are at the Clinical Affiliate for clinical experience, they and their instructors will be granted the same cafeteria and parking privileges as those granted Clinical Affiliate personnel (if applicable).
- H. Orientation of College faculty will be planned cooperatively by the Clinical Affiliate and the faculty.
- I. The Clinical Affiliate will maintain an adequate and qualified staff to provide an environment of high quality medical and nursing care and will maintain appropriate accreditation.
- J. The Clinical Affiliate shall comply with FERPA law and policy, including PII. (*Refer to attached Policy*)
- K. Notwithstanding the foregoing, Neither of the Parties waives, modifies or alters to any extent whatsoever the availability of any defense of immunity under the laws of the United States of America and/or the State of Texas.

III. JOINT RESPONSIBILITIES

- A. The Parties shall at all times under this Agreement comply with all applicable Federal laws and regulations including but not limited to FERPA, HIPAA, ADA/504, Title VI and Title IX. Each Party shall at all times under this Agreement comply with their respective state and local laws, regulations, and ordinances. Each Party shall at all times under this Agreement comply with their respective policies and procedures.
- B. The Parties agree to cooperate with the policies and procedures of each Party for the purpose(s) of conducting any investigation relating to student's activities and any potential claim involving students or employees under this Agreement to the extent permitted by law. The parties agreed to provide said cooperation even after the termination of the (1) the student's clinical experience, (2) the student's affiliation with the College, and/or (3) the termination of this Agreement.

- C. This Agreement may be terminated without cause at any time by either party upon giving prior written notice of such intent to the other party by registered or electronic mail at least Sixty (60) days before termination. In the event of a termination of this Agreement, the Parties agree that all students already scheduled to participate and/or are participating in the clinical experience will be allowed to complete their clinical experience under the same terms and conditions of this Agreement.
- D. This Agreement shall only be modified in writing with the same formality as the original Agreement.
- E. The relationship between the Parties to this Agreement is that of independent contractors and is not to be in any manner construed to create an employment relationship between the College, Clinical Affiliate and/or the student. The relationship of the Parties to this Agreement to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors. No party hereto shall have the right to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of another Party.
- F. This Agreement is not intended to confer any right or benefit upon, or permit enforcement of any provision by, anyone other than the Parties to this Agreement. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by either Party without the prior written consent of the other Party.
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FERPA POLICY

[Federal law mandate]

Adopted 2006

Revised 2020

Approved by Board of Trustees 04/19/21

Implementation Date 07/01/21

Editorial change (Position) 08/07/24

BACKGROUND AND PURPOSE

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“Disclosure” means the release of educational records or information contained within educational records.

“Maintained” means records created and preserved by the institution including authorized College Officials in the regular course of business.

IV. DISCLOSURE

A. Required

The College **MUST** disclose education records in the following circumstances:

1. Students have the right to inspect their own educational records.
2. The College will comply with a properly authorized and executed court order
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VI. INSTITUTIONAL REQUIREMENTS AND PERMISSIONS

- A. The College shall keep educational records secure.
- B. The College shall maintain educational records for the period of time required by any relevant federal, state, or local law/regulation where applicable. Other records may be kept by the program or unit as determined necessary for efficiency, space, or other reasonable factors. Unless required by law/regulation, no program or unit must keep records for more than 5 years.
- C. The College is not required to disclose protected information to any person/entity except the student as noted in Student Rights or except as required by a court order. Even with a properly executed written consent by the student, the College may decline to disclose to a third party.

VII. Procedures

Allegany College of Maryland shall adopt necessary procedures to implement this policy.

VIII. Other Provisions

Some educational records and student information may also be subject to other privacy laws or protections including, but not limited to, Health Insurance Portability and Accountability Act (HIPAA).

Application of this policy may directly or indirectly require the application of other institutional policies; nothing in this policy shall be construed to prohibit the application of related policies which include, but are not limited to the policies listed here. If the application of this policy conflicts with the application of another institutional policy, the College will make a good faith effort to comply with all mandates and legal requirements. Related policies: Data Classification Policy, Non-Discrimination, [Title IX], Safety Risk Policy, Code of Student Conduct; Alcohol and Drug Policy, HR policies, Academic Regulations, Personal Electronic Account Privacy Protection Policy, FERPA Policy.

IX. ADMINISTRATION OF POLICY

Dean of Enrollment and Educational Services is responsible for the implementation, administration, and oversight of this policy in consultation with other College Officials and/or General Counsel as needed. Questions, concerns, and reports of non-compliance should be promptly reported to Dean of Enrollment and Educational Services or to the Office of Student & Legal Affairs.

IX. CHANGES

Substantive changes to this policy require approval by the Board of Trustees; editorial changes, title/position changes, and/or changes to its implementation procedures may be made as required by federal or state mandate and/or institutional need with timely notice to students and employees.

11. Action Items

11.A. Discuss and consider authorizing the Superintendent to negotiate and enter into a contract with ESS South Central, LLC, for the provision of substitute staffing services for the 2026-2027 school year



BRYAN ISD & ESS PARTNERSHIP

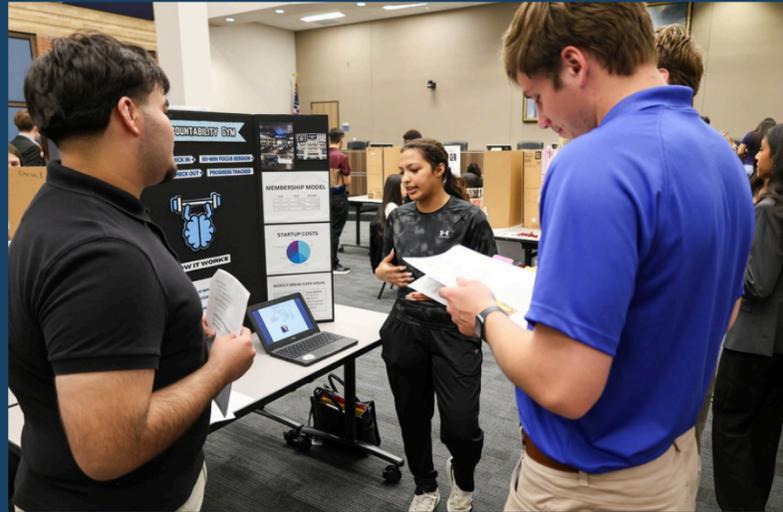
MARCH 2026



Children First. Always.



Partnership Benefits



Recruitment

Exclusive focus on Bryan ISD to grow and maintain a robust and ever-growing substitute pool, ensuring that Bryan ISD has the "boots on the ground" necessary to proactively source, vet, and hire local talent.



Instructional Continuity

ESS ensures that Bryan ISD classrooms remain productive environments for students, even during last-minute teacher illnesses.



Incentives & Benefits

ESS implements ongoing appreciation incentives for standout substitutes and campuses. Additionally, ESS is able to offer low-cost benefits to all substitutes.

Partnership Facts

- **Teacher Fill Rate ~ 91% (August - December)**
- **420 Active Subs in the pool**
- **14 Preferred Subs**
- **Campus Sub Pools**
- **Since 2019, BISD has hired over 250 subs as employees**
- **Same background check and reference checks as all BISD employees**
- **Special Education Training for subs working in BEST & SAILS jobs**



How do subs get here?



Recruitment

Recruiters leverage community-based strategies like attending local community events, engaging with parent-teacher organizations in addition to engaging with local colleges and universities



Background Checks

ESS engages in state-mandated clearances, including FBI fingerprinting and the DNH Registry ensuring every sub is compliant with Texas and Bryan ISD hiring standards.



Interactive Training & Onboarding

Before stepping foot in a classroom, every hire undergoes a comprehensive orientation. This covers classroom management techniques, lesson plan execution, and district safety protocols.

Cost Commitments

RedRover

ESS holds the contract for RedRover, the substitute and absence management system for teachers



Operational Coverage



ESS covers other costs such as payroll taxes, general liability insurance, and worker's compensation

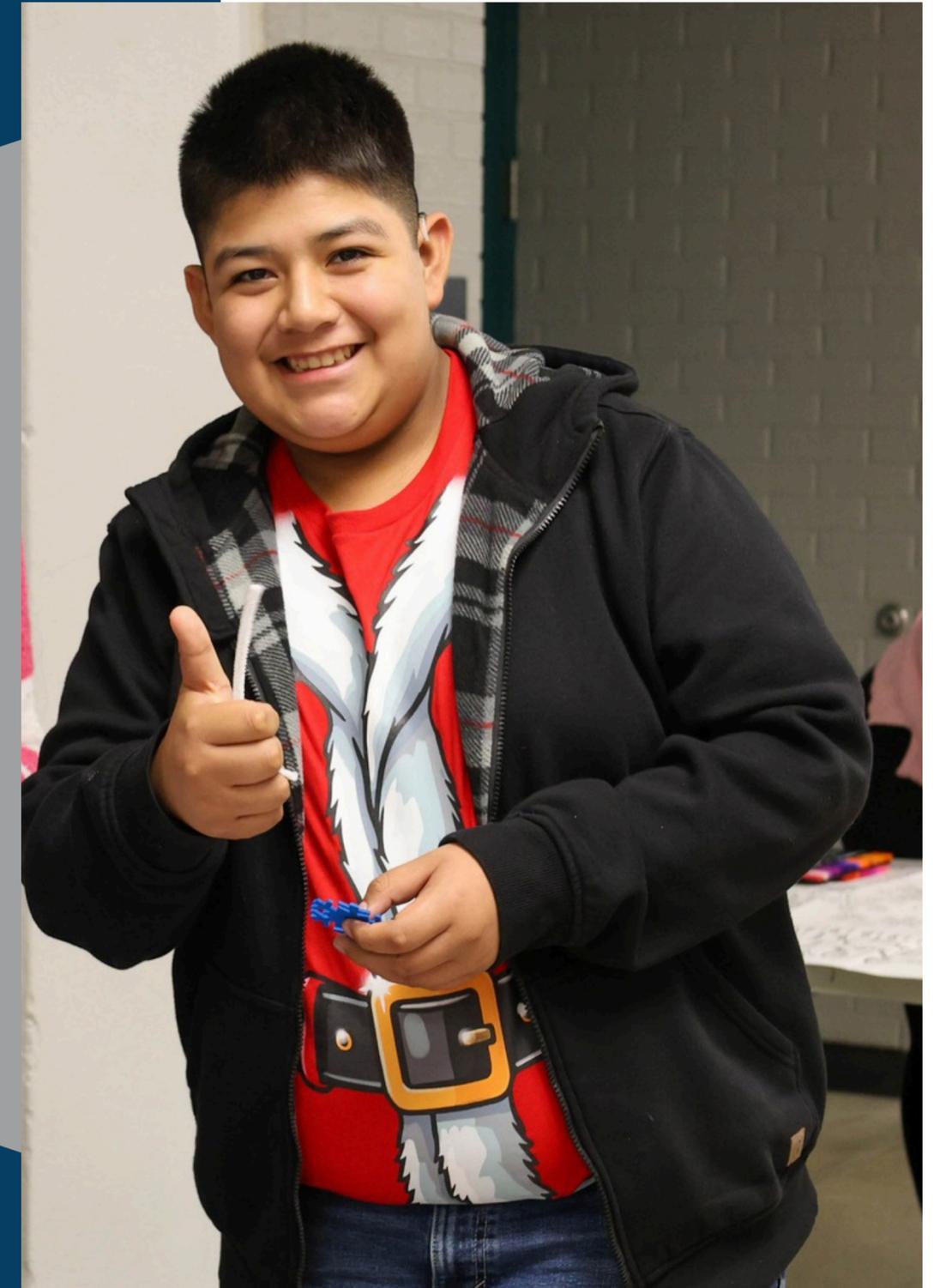
Cost Reduction

Ongoing commitment to fiscal partnership and agreement to negotiate additional cost reduction for upcoming school year



Budget Considerations & Recommendations

- The cost analysis of contracting with ESS vs. managing substitutes in-house is approximately \$60,000
- District administration is working with campuses to generate awareness of substitute usage ways to reduce costs
- The recommendation is to continue with ESS and not risking any potential disruption to campuses and to ensure instructional continuity





BRYAN ISD & ESS PARTNERSHIP

MARCH 2026



Children First. Always.



11.B. Consideration of and possible action on a proposed contract with VLK Architects to provide design and construction administration services for the renovations at BHS and Rudder High School identified in the 2025 Bond

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

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

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

«Bryan Independent School District, a public school district and political subdivision of the State of Texas»
«801 South Ennis St.»
«Bryan, Texas 77803»
and the Architect:
(Name, legal status, address and other information)

«VLK Architects, LLC»
«20445 State Highway 249, Suite 350»
«Houston, Texas 77070»
«Telephone: (281) 671-2300»

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

«Bryan High School Renovations at 3450 Campus Drive, Bryan, TX, 77802 and Rudder High School Renovations at 3251 Austin's Colony Parkway, Bryan, TX, 77808 (the "Projects")»
The Owner and Architect agree as follows:

ADDITIONS AND DELETIONS:

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

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

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
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- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

NOTE: Any reference hereinafter this one, to an AIA™ Document or any AIA Documents included in the Contract Documents shall refer to such document "as modified for this Project". In addition, any reference to AIA Documents shall all be considered to have included the Trademark "™" after the AIA reference, whether or not included in the text. The AIA Documents are registered intellectual property of the American Institute of Architects and use and amendment of such forms is permitted under license granted to Walsh Gallegos Kyle Robinson & De Los Santos P.C. for this Project. No use may be made of this AIA document other than as Contract Documents for this Project.

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

«Renovations of Bryan High School located at 3450 Campus Drive, Bryan, TX, 77802 and Renovations of Rudder High School located at 3251 Austin's Colony Parkway, Bryan, TX, 77808, the projects include but are not limited to the following:

Bryan High School; Kitchen, Cafeteria CTE Renovation, Locker Room, Auditorium

Rudder High School: Barbering and Cosmetology, Dance Studio and Band Hall »

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

«See 1.1.1 above.»

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

« Owner's budget for the Cost of the Work is \$98,057,630.00.»

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

«To be determined by the Owner. »

.2 Construction commencement date:

«To be determined by the Owner. »

.3 Substantial Completion date or dates:

«To be determined by the Owner. »

.4 Other milestone dates:

«To be determined by the Owner. »

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

«Request for Competitive Sealed Proposals. »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

«None»

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

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

«Ginger Carrabine, Superintendent»

« Bryan Independent School District»

«801 South Ennis St.»

«Bryan, Texas 77803»

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

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

«Authorities with jurisdiction. »

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

«Architect to determine, supplemental service. »

.2 Civil Engineer:

«Architect »

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

« To be determined, if Architect determines to be necessary for the Project, it will be an Architect consultant. »

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

«Charles Johnson, AIA | Principal»
«VLK Architects, LLC»
«20445 State Highway 249, Suite 350»
«Houston, Texas 77070»
«Telephone: (281) 671-2300»
«cjohnson@vlkarchitects.com»

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

To be determined by Architect

.2 Mechanical Engineer:

To be determined by Architect

.3 Electrical Engineer:

To be determined by Architect

§ 1.1.11.2 Consultants retained under Supplemental Services:

«To be determined»

§ 1.1.12 Other Initial Information on which the Agreement is based:

«None»

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services with the professional skill and degree of care ordinarily provided by competent architects practicing under the same or similar circumstances and professional license. The Architect shall be responsible to the Owner for all costs and damages resulting from (1) defects in design, (2) non-workability of design details, (3) failure of the Architect to comply with the terms of this Agreement, and (4) errors and omissions of the Architect. Any designs, drawings or specifications prepared or furnished by Architect that contain errors, conflict or omissions will be promptly corrected by Architect at no additional cost to Owner. Owner's approval, acceptance, use of or payment for all or any part of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder. Acceptance of reports or other documents by Owner shall not constitute nor be deemed a release of the responsibility and liability of Architect, its employees, associates, agents or its Subconsultants for the accuracy and competency of their testing, reports, assessments or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by Owner for any defect or error in testing, reports, or assessments and work performed by Architect, its employees, Subconsultants, and agents. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architects shall provide and maintain in effect during the performance of the Work under the Agreement insurance of the following types and with indemnification limits not less than the amounts indicated:

| | |
|--|---|
| Worker's Compensation: (Including Waiver of Subrogation) | All liability arising out of Architect's employment of workers and anyone for whom Architect shall be liable for Worker's Compensation claims. Worker's |
|--|---|

Endorsement) Compensation is required and no "alternative" form of insurance shall be permitted.

Professional Liability: \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate.
Architect

Architect's Consultants \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate.

Commercial General Liability:

Each Occurrence \$1,000,000.00
General Aggregate \$2,000,000.00
Personal and Advertising Injury \$1,000,000.00 each person
Automobile Liability \$1,000,000.00 combined single limit

Excess Umbrella Liability \$5,000,000.00

- .1 The required insurance must be written by a company authorized to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner. The Owner's Representative will contact the State Board of Insurance to confirm that the issuing companies are authorized to issue such policies in the State of Texas.
- .2 The Commercial General Liability and Automobile policies issued in the name of Architect shall also name the Owner as additional insured. Evidence of additional insured status will be provided to Owner by providing a copy of the endorsement being utilized to effect the additional and shall be subject to the Owner's reasonable approval.
- .3 It is the intent of the parties to this Agreement that all coverage provided herein shall be primary to and shall seek no contribution for all insurance available to Owner, with Owner's insurance being excess, secondary and non-contributing and shall apply to both ongoing and completed operations. The Commercial General Liability coverage shall be endorsed to provide such primary and non-contributing liability.
- .4 Architect shall have its insurance carrier(s) furnish to Owner insurance certificates in form satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, a statement that no insurance will be canceled or materially changed while the Work is in progress without thirty (30) calendar days prior written notice to Owner, and a statement that, except for professional liability insurance and worker's compensation insurance, the Owner is named as additional insured. Architect shall permit Owner to examine the insurance policies, or at Owner's option, Architect shall furnish Owner with copies, certified by the carrier(s), of insurance policies required. If Architect neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance at Architect's expense.
- .5 Insurance provided pursuant to this Section shall be considered a part of the Architect's basic services and shall not be a Reimbursable Expense within the scope of Section 11.8, or other provisions of this Agreement.

§ 2.6 The Architect shall provide a design which when constructed in accordance with the Contract Documents will comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations orders and other legal requirements including but not limited to all zoning restrictions or requirements of record, building, occupancy, environmental, disabled person accessibility and land use laws, requirements regulations and ordinances relating to the construction use and occupancy of the Project ("Governmental Requirements") existing on the date of this Agreement and which may be enacted prior to Owner's approval of completed Construction Documents. Architect shall use its best efforts to avoid incorporating into the Project design elements that would give rise to code interpretation questions and to discuss in advance all such situations with the Owner.

§ 2.7 The Architect represents to Owner that all Design Documents, Contract Documents and other documents prepared and issued by Architect pursuant to this Agreement will be of good quality, free from substantial defects, and in conformance with and satisfying all applicable federal, state, municipal and local ordinances, codes, and

other governmental requirements and shall be fit for the particular purpose intended thereby. Architect shall notify the Owner in a prompt and timely manner of any discovered discrepancies inconsistencies or missing information necessary to provide reasonably accurate and complete documents. Failure to so notify Owner will be considered a breach of the standard of professional practice set forth in this Agreement.

§ 2.8 Notwithstanding any provision of this Article to the contrary, services made necessary as a result of the Architect's failure to timely provide accurate or complete information, approvals or clarifications, or to timely render a decision, shall be considered Basic Services.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, electrical and civil engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities. Any changes required by governmental authorities, if approved by the Owner, shall be made by the Architect at no additional cost to the Owner.

§ 3.1.6 The Architect shall be responsible for filing documents required for the approval of governmental authorities having jurisdiction over the Project, subject to review and approval of the Owner.

§ 3.1.7 (Paragraph Deleted)

§ 3.1.8 The Architect shall furnish services of geotechnical engineers as required for the Project which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations. The Architect shall be reimbursed by the Owner for the Architect's cost for such services.]

§ 3.1.9 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be AIA Document A201-2017. A copy of the AIA Document A201-2017 shall be delivered to the Architect upon execution of this Agreement.]

§ 3.1.10 Notwithstanding any other provision of the Agreement, the following are Services of the Architect fully compensated under Section 11.1 as Basic Services:

- .1 The time period during which the Architect's duty to provide Basic Services shall include that time necessary to correct any defective work caused by defects, errors or omissions of the Architect during any phase of construction. Such services shall be performed by the Architect at no additional charge, either in fee or expenses.
- .2 The Architect shall be responsible for retaining all necessary consultants to execute Architect's scope of work. Such consultants shall be professionals licensed by the State of Texas to practice the building

discipline for which they are retained on the Project. Consultants required by the Architect shall at a minimum be required to make on-site visits and observations during those periods when work they have designed is being constructed

- .3 The Architect shall require the Contractor and its subcontractors to maintain a set of record drawings to be furnished to the Owner in reproducible form upon Substantial Completion of the Project. The Architect shall cause the Contractor to provide all warranty documents and Owner operation manuals required by the Contract Documents. The Architect shall review the record drawings, warranties, and operation manuals for conformance with the Contract Documents and shall deliver the record drawings, warranties, and operation manuals to the Owner by written transmittal.
- .4 The Architect shall be responsible for reporting all known building deficiencies to the Contractor for a period of one (1) year after the date of Substantial Completion. In addition, the Architect shall monitor the progress of corrections and furnish the Owner with written notification of completed corrections. The one (1) year period shall be extended to portions of the Work first completed after the date of Substantial Completion by the period of time between Substantial Completion and the actual completion of such Work. The obligations under this Section shall survive acceptance of the Work by the Owner.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of

building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.6 After Owner's approval of the Construction Documents, the Architect shall not make or approve any change in the Work, except for minor changes in the Work not involving an adjustment in the Contract Sum, expenditure of contingency funds or an extension of the Contract Time, without the prior written consent of the Owner. The Architect shall be liable to the Owner for any damages arising from or caused by any change to the Work made or approved by the Architect without the Owner's prior written consent.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Procurement

§ 3.5.2.1 Procurement Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in the procurement process for Construction Services:

- .1 facilitating the distribution of Procurement Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Procurement Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Procurement Documents permit substitutions, upon the Owner's written authorization, the Architect

shall, as an Basic Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 if requested by Owner, the Architect shall organize and participate in selection interviews with prospective contractors and/or participate in negotiations with ranked contractors and prepare any summary reports requested by the Owner in related to the results of such processes.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Basic Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction, as modified by the Owner, a copy of which has been provided to the Architect concurrent with the execution of this Agreement. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.4 The Architect shall prepare Drawings, Specifications, and other documentation and supporting data evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives as Basic Services.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in

good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work except as otherwise required in this Agreement, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.3.4 The Architect shall observe the Work prior to approving any Certificate for Payments to the Contractor to determine if the Project is progressing in accordance with the approved schedule and to determine the dates of substantial completion and final completion. The Architect shall report the results of observations to the Owner in writing prior to approving any Certificate for Payments.

§ 3.6.3.5 Architect shall not issue a Certificate for Payment releasing any retainage without prior receipt of a Consent of Surety to Final Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents as Basic Services. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information as Basic Services.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall prepare Change Orders, Construction Change Directives and documents authorizing expenditures of contingency funds, with supporting documentation and data if deemed necessary by the Architect, as Basic Services compensated under Section 11.1, for the Owner's approval and execution in accordance with the Contract Documents. The Architect may order minor changes in the Work not involving an adjustment in the Contract Sum, an expenditure of contingency funds or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified as Basic Services compensated under Section 11.1.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the

facility operations and performance.

§ 3.6.6.6 Pursuant to 19 Texas Administrative Code § 61.1036, the Architect shall sign and seal the Construction Documents and certify on the Certification of Project Compliance form developed by the Texas Education Agency as follows:

- .1 It has reviewed the standards contained in 19 TAC Chapter 61 and has used the best professional judgment and reasonable care consistent with the practice of architecture in the State of Texas in executing the construction documents and that these documents conform with the provisions of 19 TAC § 61.1036.
- .2 It has performed a building code search under applicable regulations that may influence the project and the design has been researched prior to becoming final.
- .3 It has designed the facility according to the provisions of 19 TAC § 61.1036 based on the long-range school facility plan and/or education specifications, building code specifications, and all documented changes to the Construction Documents provided by the District.

§ 3.6.6.7 As a condition to the Project being considered Substantially Complete, the Architect shall obtain the certification of the Contractor on the Certification of Project Compliance form that the facility has been constructed in general accordance with the Construction Documents set out in Section 3.6.6.6 above.

ARTICLE 4 BASIC, SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are Basic Services or Supplemental Services as indicated. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

| Supplemental Services | Responsibility <i>(Architect, Owner, or not provided)</i> |
|---|---|
| § 4.1.1.1 Programming | Not Provided |
| § 4.1.1.2 Multiple preliminary designs | Basic Services * |
| § 4.1.1.3 Measured drawings | Basic Services * |
| § 4.1.1.4 Existing facilities surveys | Not Provided |
| § 4.1.1.5 Site evaluation and planning | Basic Services * |
| § 4.1.1.6 Building Information Model management responsibilities | Basic Services * |
| § 4.1.1.7 Development of Building Information Models for post construction use | Not Provided |
| § 4.1.1.8 Civil engineering | Basic Services * |
| § 4.1.1.9 Landscape design | Basic Services * |
| § 4.1.1.10 Architectural interior design | Supplemental |
| § 4.1.1.11 Value analysis | Basic Services * |
| § 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3 | Supplemental |

| | |
|---|------------------|
| § 4.1.1.13 On-site project representation | Basic Services * |
| § 4.1.1.14 Conformed documents for construction | Basic Services * |
| § 4.1.1.15 As-designed record drawings | Basic Services * |
| § 4.1.1.16 As-constructed record drawings | Not Provided |
| § 4.1.1.17 Post-occupancy evaluation | Not Provided |
| § 4.1.1.18 Facility support services | Not Provided |
| § 4.1.1.19 Tenant-related services | Not Provided |
| § 4.1.1.20 Architect's coordination of the Owner's consultants | Basic Services * |
| § 4.1.1.21 Telecommunications/data design | Basic Services * |
| § 4.1.1.22 Security evaluation and planning | Basic Services * |
| § 4.1.1.23 Commissioning | Basic Services * |
| § 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3 | Not Provided |
| § 4.1.1.25 Fast-track design services | Not Provided |
| § 4.1.1.26 Multiple bid packages | Basic Services * |
| § 4.1.1.27 Historic preservation | Not Provided |
| § 4.1.1.28 Furniture, furnishings, and equipment design | Supplemental |
| § 4.1.1.29 Other services provided by specialty Consultants | Supplemental |
| § 4.1.1.30 Other Supplemental Services | To Be Determined |
| § 4.1.1.31 Surveys | Owner |
| § 4.1.1.32 Geotechnical Engineering | Supplemental |

* The term "Basic Services" has the same meaning as in Article 3. All Basic Services shall be provided at no additional cost to Owner.

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

«Services are self-explanatory.»

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

«Services are self-explanatory.»

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. All services under the terms of this Agreement which would otherwise be constructed as Additional Services will be treated as Basic Services compensated under Section 11.1 for which no additional compensation is authorized, unless such services are requested in writing by the Architect and approved in writing by the Owner prior to the time such services are performed.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, or the Owner's schedule or budget for Cost of the Work;
- .2 [Section Deleted.];
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors; or
- .5 [Section Deleted.];
- .6 [Section Deleted.];
- .7 [Section Deleted.];
- .8 [Section Deleted.];
- .9 [Section Deleted.];
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction.
- .11 [Section Deleted.].

§ 4.2.2

[Paragraph Deleted.]

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 [Section Deleted.]
- .3 Ten (10) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Three (3) inspections for any portion of the Work to determine final completion.
- .5 The Architect shall visit the site and observe the Work at appropriate stages of construction no less than weekly. The Architect shall report the results of all observations to the Owner in writing. Any and all observed deficiencies shall immediately be reported to the Owner and Contractor in writing.

§ 4.2.4 [Paragraph Deleted.]

§ 4.2.5 [Paragraph Deleted.]

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

[§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.]

[§ 5.5 (Paragraph Deleted)]

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect and Owner access to the Work wherever it is in preparation or progress.

§ 5.15 Within a reasonable time after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner or, to the extent the Work is not completed, the estimated cost to the Owner, to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the bid or proposal providing the best value to the Owner, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents

as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's services for modifying the Construction Documents shall be without additional compensation. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall be permitted to retain copies, including those in electronic format and reproducible copies, of the Architect's and the Architect's consultants' Instruments of Service for information and reference in connection with the Owner's use and occupancy of the Project.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project.

§ 7.3.1 The payment of fees for professional services performed under this Agreement shall constitute full payment for a one-time, perpetual license fee for those uses of the Architect's Instruments of Service, for all documents produced pursuant to this Agreement and in existence as of the date of any such payment.

§ 7.3.2 The Owner shall have the right to use the Architect's Instruments of Service and to make derivative Works thereof for the purpose of completing the project in the event Architect is terminated for cause pursuant to this Agreement, without regard to whether such termination shall subsequently be adjudicated to have been wrongful, or whether such termination is for the convenience of the Owner. In the event the Owner shall make derivative works of the Architect's Instruments of Service pursuant to this Section, the Architect shall bear no liability for errors or omissions appearing in such derivative works.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 The provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question,

arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the initiation of litigation.

§ 8.2.2 Unless the parties mutually agree otherwise, mediation shall be administered in accordance with the following:

- .1 Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon agreement of both parties.
- .2 In the event the Owner and the Architect are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.
- .3 At all times during the course of any dispute resolution process, the Architect shall continue diligently and without delay to perform the services and obligations of the Agreement.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

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

§ 8.3 Arbitration [Section Deleted.]

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement through no fault of the Architect, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement if not cured by the Owner within seven (7) days following notice of any past-due payment. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner.

§ 9.2 This Agreement may be terminated by Owner if Architect engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies.

§ 9.3 If the Project is suspended by the Owner for more than ninety (90) consecutive days, the Architect may terminate this Agreement upon not less than seven (7) days' written notice. Should the Architect elect to so terminate this Agreement, the Architect shall be compensated for services actually performed and expenses actually incurred prior to notice of such termination.

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

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

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated only for services actually performed and reimbursable expenses actually incurred prior to termination.

§ 9.7 [Paragraph Deleted.]

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement is set forth in Article 7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. Venue for any lawsuit arising under this contract shall be in the county in which the Project is located. No provision of this Agreement is a waiver of any immunity or defense. No provision of this Agreement is a consent to suit.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect and Architect's consultants shall have no responsibility for the handling, removal, or disposal or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. The Architect and the Architect's consultants shall have no responsibility to initially discover the presence of such hazardous materials on the Project site, but shall have an affirmative duty to immediately report to the Owner the existence of such materials actually known by the Architect or the Architect's consultants to be present on the Project site.

§ 10.7 With prior written consent of the Owner, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. Owner herein designates the following as confidential information: security measures; pending real estate purchases, exchange, lease, or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 In any adjudication or claim under this Agreement, reasonable and necessary attorney's fees that are equitable and just may be awarded to the prevailing party.

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

§ 10.12 Pursuant to Texas Government Code Chapter 2271, as amended, if this contract is valued at \$100,000 or more and if the Architect has at least ten (10) full time employees, then the Architect, by its execution of this Agreement represents and warrants to the Owner that the Architect does not boycott Israel and will not boycott Israel during the term of this Agreement. This section does not apply to a sole proprietorship.

§ 10.13 Pursuant to Texas Government Code Chapters 2274 and 809, if this contract is valued at \$100,000 or more and if Architect has at least ten (10) full-time employees, then Architect represents and warrants to the District that the Architect does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

§ 10.14 Pursuant to Texas Government Code Chapter 2274, if this contract is valued at \$100,000 or more and if Architect has at least ten (10) full-time employees, then Architect represents and warrants to the District that the Architect does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement.

§ 10.15 Architect shall keep all accounting and construction records on the Project for a period of at least twelve years after Final Completion of the Project, and thereafter shall offer the records to the Owner in writing, in order for Owner to comply with its records retention requirements, per the Texas Government Code section 441.158 et seq. and the Texas Library and Archives Commission's Local Schedule GR (Government Records). In the alternative, Architect may provide such records to Owner for retention at any time if Owner agrees in writing to accept such records in lieu of Architect's retention under this Section.

§ 10.16 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be AIA Document A201-2017.

§ 10.17 Any notice required by or permitted under this Agreement must be in writing unless otherwise provided herein. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular

mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

§ 10.18 If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

§ 10.19 The Owner shall have the right to examine, copy, and/or audit the books and other records of the Architect relating solely to this Agreement upon reasonable request to the Architect.

§ 10.20 Architect verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Architect has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

«The Fee for Basic Services shall be Six (6.00) % of the Owner's Cost of the Work, as calculated in accordance with Section 11.6. for all additions and/or renovations to facilities.»

.3 Other
(Describe the method of compensation)

«Not Applicable»

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

«To be based upon Architect's current hourly billing rate, upon approval by Owner»

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

«To be based upon Architect's current hourly billing rate, upon approval by Owner»

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

| | |
|--------------------------|-------------------------|
| Schematic Design Phase | Fifteen percent (15 %) |
| Design Development Phase | Twenty percent (20 %) |

| | |
|------------------------------|---------------------------------|
| Construction Documents Phase | Thirty-Five percent (35 %) |
| Procurement Phase | Five percent (5 %) |
| Construction Phase | Twenty-Five percent (25 %) |
| <hr/> | |
| Total Basic Compensation | one hundred percent (100.00 %) |

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be fixed for the term of this Agreement.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

«To be based upon Architect's current hourly billing rate, upon approval by Owner »

| Employee or Category | Rate (\$0.00) |
|----------------------|---------------|
|----------------------|---------------|

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence except travel to and from the Project site;
- .2 [Subsection Deleted.];
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 [Subsection Deleted.];
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 [Subsection Deleted.];
- .8 [Subsection Deleted.];
- .9 [Subsection Deleted.];
- .10 [Subsection Deleted.];
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective.
- .12 [Subsection Deleted.]

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ZERO percent (0%) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of ZERO DOLLARS (\$0.00) shall be made upon execution of this Agreement and

is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Delinquent payments are subject to the Texas Prompt Pay Act, Texas Government Code, Chapter 2251
(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable.

§ 11.10.2.3 Records of Reimbursable Expenses, of expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates or a multiple of Direct Personnel Expenses shall be available to the Owner or the Owner's authorized representative upon request at mutually convenient times. "Direct Personnel Expense" is defined as the direct salaries of the Architect's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 LICENSING AUTHORITY: The following information is included in this agreement as required by Texas Occupations Code section 1051.251: "The Texas Board of Architectural Examiners (333 Guadalupe Suite 2-350, Austin, Texas 78701 Telephone: 512-305-9000) has jurisdiction over individuals licensed to practice architecture in the State of Texas."

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 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.)

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

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

- Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

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



OWNER *(Signature)*

BY: Joel Bryan, Board President

(Printed name and title)



ARCHITECT *(Signature)*

BY: Charles Johnson, AIA Principal

(Printed name, title, and license number if required)

Additions and Deletions Report for AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 00:20:13 CDT on 03/19/2026.

Changes to original AIA text

PAGE 1

AGREEMENT made as of the ~~Nineteenth~~ «Twenty-Third» day of ~~March~~ «March» in the year Two Thousand Twenty-Six

«VLK Architects, LLC»

«20445 State Highway 249, Suite 350»

«Houston, Texas 77070»

«Telephone: (281) 671-2300»

«Bryan High School Renovations at 3450 Campus Drive, Bryan, TX, 77802 and Rudder High School Renovations at 3251 Austin's Colony Parkway, Bryan, TX, 77808 (the "Projects")»

The Owner and Architect agree as follows:

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TABLE OF

TABLE OF ARTICLES

ARTICLE NOTE: Any reference hereinafter this one, to an AIA™ Document or any AIA Documents included in the Contract Documents shall refer to such document “as modified for this Project”. In addition, any reference to AIA Documents shall all be considered to have included the Trademark “™” after the AIA reference, whether or not included in the text. The AIA Documents are registered intellectual property of the American Institute of Architects and use and amendment of such forms is permitted under license granted to Walsh Gallegos Kyle Robinson & De Los Santos P.C. for this Project. No use may be made of this AIA document other than as Contract Documents for this Project.

ARTICLE 1 INITIAL INFORMATION

§ 1.1.2 The Project’s physical characteristics:

«Renovations of Bryan High School located at 3450 Campus Drive, Bryan, TX, 77802 and Renovations of Rudder High School located at 3251 Austin’s Colony Parkway, Bryan, TX, 77808, the projects include but are not limited to the following:

Bryan High School: Kitchen, Cafeteria CTE Renovation, Locker Room, Auditorium

Rudder High School: Barbering and Cosmetology, Dance Studio and Band Hall »

§ 1.1.2 The Project’s physical characteristics:

(Identify or describe pertinent information about the Project’s physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

PAGE 3

«Request for Competitive Sealed Proposals. »

«Authorities with jurisdiction. »

- .2 Civil Engineer:
- .3 Other, if any:

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«Architect to determine, supplemental service. »

- .2 Civil Engineer:

«Architect »

- .3 Other, if any:

« To be determined, if Architect determines to be necessary for the Project, it will be an Architect consultant. »

- .2
- .2 Mechanical Engineer:

- .3
- .3 Electrical Engineer:

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§ 1.3 The parties shall agree upon-written- protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to-written- protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 2.2 The Architect shall perform its services-consistent- with the professional skill and degree of care ordinarily provided by competent architects practicing inunder the same or similar locality-under the same or similar circumstancescircumstances and professional license. The Architect shall be responsible to the Owner for all costs and damages resulting from (1) defects in design, (2) non-workability of design details, (3) failure of the Architect to comply with the terms of this Agreement, and (4) errors and omissions of the Architect. Any designs, drawings or specifications prepared or furnished by Architect that contain errors, conflict or omissions will be promptly corrected by Architect at no additional cost to Owner. Owner's approval, acceptance, use of or payment for all or any part of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder. Acceptance of reports or other documents by Owner shall not constitute nor be deemed a release of the responsibility and liability of Architect, its employees, associates, agents or its Subconsultants for the accuracy and competency of their testing, reports, assessments or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by Owner for any defect or error in testing, reports, or assessments and work performed by Architect, its employees, Subconsultants, and agents. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.5 The Architect Architects shall provide and maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9in effect during the performance of the Work under the Agreement insurance of the following types and

with indemnification limits not less than the amounts indicated:

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Worker's Compensation:
(Including Waiver of Subrogation
Endorsement)

All liability arising out of Architect's employment of workers and anyone for whom Architect shall be liable for Worker's Compensation claims. Worker's Compensation is required and no "alternative" form of insurance shall be permitted.

Professional Liability:
Architect

\$1,000,000.00 per claim and
\$2,000,000.00 in the aggregate.

Architect's Consultants

\$1,000,000.00 per claim and
\$2,000,000.00 in the aggregate.

Commercial General Liability:

Each Occurrence

\$1,000,000.00

General Aggregate

\$2,000,000.00

Personal and Advertising Injury

\$1,000,000.00 each person

Automobile Liability

\$1,000,000.00 combined single limit

Excess Umbrella Liability

\$5,000,000.00

.1 The required insurance must be written by a company authorized to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner. The Owner's Representative will contact the State Board of Insurance to confirm that the issuing companies are authorized to issue such policies in the State of Texas.

~~§ 2.5.1.2 The Commercial General Liability with policy limits of not less than (\$) for each occurrence and (\$) in the aggregate for bodily injury and property damage and Automobile policies issued in the name of Architect shall also name the Owner as additional insured. Evidence of additional insured status will be provided to Owner by providing a copy of the endorsement being utilized to effect the additional and shall be subject to the Owner's reasonable approval.~~

~~§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.~~

~~§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

~~§ 2.5.4 Workers' Compensation at statutory limits.~~

~~§ 2.5.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.~~

~~§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

~~§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.~~

~~§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.3 It is the intent of the parties to this Agreement that all coverage provided herein shall be primary to and shall seek no contribution for all insurance available to Owner, with Owner's insurance being excess, secondary and non-contributing and shall apply to both ongoing and completed operations. The Commercial General Liability coverage shall be endorsed to provide such primary and non-contributing liability.~~

.4 Architect shall have its insurance carrier(s) furnish to Owner insurance certificates in form satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, a statement that no insurance will be canceled or materially changed while the Work is in progress without thirty (30) calendar days prior written notice to Owner, and a statement that, except for professional liability insurance and worker's compensation insurance, the Owner is named as additional insured. Architect shall permit Owner to examine the insurance policies, or at Owner's option, Architect shall furnish Owner with copies, certified by the carrier(s), of insurance policies required. If Architect neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance at Architect's expense.

.5 Insurance provided pursuant to this Section shall be considered a part of the Architect's basic services and shall not be a Reimbursable Expense within the scope of Section 11.8, or other provisions of this Agreement.

§ 2.6 The Architect shall provide a design which when constructed in accordance with the Contract Documents will comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations orders and other legal requirements including but not limited to all zoning restrictions or requirements of record, building, occupancy, environmental, disabled person accessibility and land use laws, requirements regulations and ordinances relating to the construction use and occupancy of the Project ("Governmental Requirements") existing on the date of this Agreement and which may be enacted prior to Owner's approval of completed Construction

Documents. Architect shall use its best efforts to avoid incorporating into the Project design elements that would give rise to code interpretation questions and to discuss in advance all such situations with the Owner.

§ 2.7 The Architect represents to Owner that all Design Documents, Contract Documents and other documents prepared and issued by Architect pursuant to this Agreement will be of good quality, free from substantial defects, and in conformance with and satisfying all applicable federal, state, municipal and local ordinances, codes, and other governmental requirements and shall be fit for the particular purpose intended thereby. Architect shall notify the Owner in a prompt and timely manner of any discovered discrepancies inconsistencies or missing information necessary to provide reasonably accurate and complete documents. Failure to so notify Owner will be considered a breach of the standard of professional practice set forth in this Agreement.

§ 2.8 Notwithstanding any provision of this Article to the contrary, services made necessary as a result of the Architect's failure to timely provide accurate or complete information, approvals or clarifications, or to timely render a decision, shall be considered Basic Services.

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§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, electrical and ~~electrical~~ civil engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities. Any changes required by governmental authorities, if approved by the Owner, shall be made by the Architect at no additional cost to the Owner.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project be responsible for filing documents required for the approval of governmental authorities having jurisdiction over the Project, subject to review and approval of the Owner.

§ 3.1.7 (Paragraph Deleted)

§ 3.1.8 The Architect shall furnish services of geotechnical engineers as required for the Project which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations. The Architect shall be reimbursed by the Owner for the Architect's cost for such services.]

§ 3.1.9 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be AIA Document A201-2017. A copy of the AIA Document A201-2017 shall be delivered to the Architect upon execution of this Agreement.]

§ 3.1.10 Notwithstanding any other provision of the Agreement, the following are Services of the Architect fully compensated under Section 11.1 as Basic Services:

.1 The time period during which the Architect's duty to provide Basic Services shall include that time necessary to correct any defective work caused by defects, errors or omissions of the Architect during any phase of construction. Such services shall be performed by the Architect at no additional charge, either in fee or expenses.

.2 The Architect shall be responsible for retaining all necessary consultants to execute Architect's scope of work. Such consultants shall be professionals licensed by the State of Texas to practice the building discipline for which they are retained on the Project. Consultants required by the Architect shall at a

minimum be required to make on-site visits and observations during those periods when work they have designed is being constructed

.3 The Architect shall require the Contractor and its subcontractors to maintain a set of record drawings to be furnished to the Owner in reproducible form upon Substantial Completion of the Project. The Architect shall cause the Contractor to provide all warranty documents and Owner operation manuals required by the Contract Documents. The Architect shall review the record drawings, warranties, and operation manuals for conformance with the Contract Documents and shall deliver the record drawings, warranties, and operation manuals to the Owner by written transmittal.

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.4 The Architect shall be responsible for reporting all known building deficiencies to the Contractor for a period of one (1) year after the date of Substantial Completion. In addition, the Architect shall monitor the progress of corrections and furnish the Owner with written notification of completed corrections. The one (1) year period shall be extended to portions of the Work first completed after the date of Substantial Completion by the period of time between Substantial Completion and the actual completion of such Work. The obligations under this Section shall survive acceptance of the Work by the Owner.

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§ 3.4.6 After Owner's approval of the Construction Documents, the Architect shall not make or approve any change in the Work, except for minor changes in the Work not involving an adjustment in the Contract Sum, expenditure of contingency funds or an extension of the Contract Time, without the prior written consent of the Owner. The Architect shall be liable to the Owner for any damages arising from or caused by any change to the Work made or approved by the Architect without the Owner's prior written consent.

§ 3.5.2 Competitive Bidding Procurement

§ 3.5.2.1 Bidding Procurement Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by the procurement process for Construction Services:

- .1 facilitating the distribution of Bidding Procurement Documents to prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Procurement Documents to the prospective bidders in the form of addenda; and,

§ 3.5.2.3 If the Bidding Procurement Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Basic Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

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- .4 participating in negotiations if requested by Owner, the Architect shall organize and participate in selection interviews with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner/or participate in negotiations with ranked contractors and prepare any summary reports requested by the Owner in related to the results of such processes.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Basic Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set

forth below and in AIA Document A201™–2017, General Conditions of the Contract for ~~Construction~~ Construction, as modified by the Owner, a copy of which has been provided to the Architect concurrent with the execution of this Agreement. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.4 The Architect shall prepare Drawings, Specifications, and other documentation and supporting data evaluating Contractor’s proposals, and providing other services in connection with Change Orders and Construction Change Directives as Basic Services.

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§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the ~~Work~~ Work except as otherwise required in this Agreement, (2) reviewed construction means, methods, techniques, sequences or procedures, ~~(3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor’s right to payment, or (4 or (3) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.~~

§ 3.6.3.4 The Architect shall observe the Work prior to approving any Certificate for Payments to the Contractor to determine if the Project is progressing in accordance with the approved schedule and to determine the dates of substantial completion and final completion. The Architect shall report the results of observations to the Owner in writing prior to approving any Certificate for Payments.

§ 3.6.3.5 Architect shall not issue a Certificate for Payment releasing any retainage without prior receipt of a Consent of Surety to Final Payment.

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§ 3.6.4.4 ~~Subject to Section 4.2, the~~ The Architect shall review and respond to requests for information about the Contract Documents as Basic Services. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect’s response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information as Basic Services.

§ 3.6.5.1 The Architect ~~may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.~~ shall prepare Change Orders, Construction Change Directives and documents authorizing expenditures of contingency funds, with supporting documentation and data if deemed necessary by the Architect, as Basic Services compensated under Section 11.1, for the Owner’s approval and execution in accordance with the Contract Documents. The Architect may order minor changes in the Work not involving an adjustment in the Contract Sum, an expenditure of contingency funds or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified as Basic Services compensated under Section 11.1.

ARTICLE 4 – SUPPLEMENTAL AND ADDITIONAL § 3.6.6.6 Pursuant to 19 Texas Administrative Code § 61.1036, the Architect shall sign and seal the Construction Documents and certify on the Certification of Project Compliance form developed by the Texas Education Agency as follows:

.1 It has reviewed the standards contained in 19 TAC Chapter 61 and has used the best professional judgment and reasonable care consistent with the practice of architecture in the State of Texas in executing the construction documents and that these documents conform with the provisions of 19 TAC § 61.1036.

.2 It has performed a building code search under applicable regulations that may influence the project and the design has been researched prior to becoming final.

.3 It has designed the facility according to the provisions of 19 TAC § 61.1036 based on the long-range school facility plan and/or education specifications, building code specifications, and all documented changes to the Construction Documents provided by the District.

§ 3.6.6.7 As a condition to the Project being considered Substantially Complete, the Architect shall obtain the certification of the Contractor on the Certification of Project Compliance form that the facility has been constructed in general accordance with the Construction Documents set out in Section 3.6.6.6 above.

ARTICLE 4 BASIC, SUPPLEMENTAL AND ADDITIONAL SERVICES

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§ 4.1.1 The services listed below are ~~not included in~~ Basic Services ~~but may be required for the Project or Supplemental Services as indicated.~~ The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

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| Supplemental Services | Responsibility (Architect, Owner, or not provided) |
|--|---|
| § 4.1.1.1 Programming | <u>Not Provided</u> |
| § 4.1.1.2 Multiple preliminary designs | <u>Basic Services *</u> |
| § 4.1.1.3 Measured drawings | <u>Basic Services *</u> |
| § 4.1.1.4 Existing facilities surveys | <u>Not Provided</u> |
| § 4.1.1.5 Site evaluation and planning | <u>Basic Services *</u> |
| § 4.1.1.6 Building Information Model management responsibilities | <u>Basic Services *</u> |
| § 4.1.1.7 Development of Building Information Models for post construction use | <u>Not Provided</u> |
| § 4.1.1.8 Civil engineering | <u>Basic Services *</u> |
| § 4.1.1.9 Landscape design | <u>Basic Services *</u> |
| § 4.1.1.10 Architectural interior design | <u>Supplemental</u> |
| § 4.1.1.11 Value analysis | <u>Basic Services *</u> |
| § 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3 | <u>Supplemental</u> |
| § 4.1.1.13 On-site project representation | <u>Basic Services *</u> |
| § 4.1.1.14 Conformed documents for construction | <u>Basic Services *</u> |
| § 4.1.1.15 As-designed record drawings | <u>Basic Services *</u> |
| § 4.1.1.16 As-constructed record drawings | <u>Not Provided</u> |

| | | |
|------------|--|-------------------------|
| § 4.1.1.17 | Post-occupancy evaluation | <u>Not Provided</u> |
| § 4.1.1.18 | Facility support services | <u>Not Provided</u> |
| § 4.1.1.19 | Tenant-related services | <u>Not Provided</u> |
| § 4.1.1.20 | Architect's coordination of the Owner's consultants | <u>Basic Services *</u> |
| § 4.1.1.21 | Telecommunications/data design | <u>Basic Services *</u> |
| § 4.1.1.22 | Security evaluation and planning | <u>Basic Services *</u> |
| § 4.1.1.23 | Commissioning | <u>Basic Services *</u> |
| § 4.1.1.24 | Sustainable Project Services pursuant to Section 4.1.3 | <u>Not Provided</u> |
| § 4.1.1.25 | Fast-track design services | <u>Not Provided</u> |
| § 4.1.1.26 | Multiple bid packages | <u>Basic Services *</u> |
| § 4.1.1.27 | Historic preservation | <u>Not Provided</u> |
| § 4.1.1.28 | Furniture, furnishings, and equipment design | <u>Supplemental</u> |
| § 4.1.1.29 | Other services provided by specialty Consultants | <u>Supplemental</u> |
| § 4.1.1.30 | Other Supplemental Services | <u>To Be Determined</u> |
| § 4.1.1.31 | Surveys | <u>Owner</u> |
| § 4.1.1.32 | Geotechnical Engineering | <u>Supplemental</u> |

* The term "Basic Services" has the same meaning as in Article 3. All Basic Services shall be provided at no additional cost to Owner.

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. ~~Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. All services under the terms of this Agreement which would otherwise be constructed as Additional Services will be treated as Basic Services compensated under Section 11.1 for which no additional compensation is authorized, unless such services are requested in writing by the Architect and approved in writing by the Owner prior to the time such services are performed.~~

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, or the Owner's schedule or budget for Cost of the Work, or procurement or delivery method Work;
- .2 ~~Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service[Section Deleted.];~~

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- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors; or
- .5 ~~Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients[Section Deleted.];~~

- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner [Section Deleted.];
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing [Section Deleted.];
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto [Section Deleted.];
- .9 Evaluation of the qualifications of entities providing bids or proposals [Section Deleted.];
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction, or;
- .11 Assistance to the Initial Decision Maker, if other than the Architect [Section Deleted.].

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

[Paragraph Deleted.]

- .1 ← Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 ←) visits to the site by the Architect during construction [Section Deleted.]
- .3 ← Ten (10) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ← Three (3) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services. .5 The Architect shall visit the site and observe the Work at appropriate stages of construction no less than weekly. The Architect shall report the results of all observations to the Owner in writing. Any and all observed deficiencies shall immediately be reported to the Owner and Contractor in writing.

§ 4.2.4 [Paragraph Deleted.]

§ 4.2.5 If the services covered by this Agreement have not been completed within ←) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services. [Paragraph Deleted.]

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.]

~~**§ 5.5** The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. (Paragraph Deleted)~~

~~**§ 5.9** The Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.~~

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect and Owner access to the Work wherever it is in preparation or progress.

§ 5.15 Within ~~15 days~~ a reasonable time after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner or, to the extent the Work is not completed, the estimated cost to the Owner, to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and ~~shall~~ may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the ~~lowest bona fide bid or negotiated proposal bid or proposal~~ providing the best value to the Owner, the Owner shall

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. ~~If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's~~

~~budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the The Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.~~

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall be permitted to retain copies, including those in electronic format and reproducible copies, of the Architect's and the Architect's consultants' Instruments of Service for information and reference in connection with the Owner's use and occupancy of the Project.

~~**§ 7.3** The Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11 Project. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.~~

~~**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4. The payment of fees for professional services performed under this Agreement shall constitute full payment for a one-time, perpetual license fee for those uses of the Architect's Instruments of Service, for all documents produced pursuant to this Agreement and in existence as of the date of any such payment.~~

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~~**§ 7.3.2** The Owner shall have the right to use the Architect's Instruments of Service and to make derivative Works thereof for the purpose of completing the project in the event Architect is terminated for cause pursuant to this Agreement, without regard to whether such termination shall subsequently be adjudicated to have been wrongful, or whether such termination is for the convenience of the Owner. In the event the Owner shall make derivative works of the Architect's Instruments of Service pursuant to this Section, the Architect shall bear no liability for errors or omissions appearing in such derivative works.~~

~~**§ 7.5** Except as otherwise stated in Section 7.3, the The provisions of this Article 7 shall survive the termination of this Agreement.~~

~~**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1 law.~~

~~**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply~~

with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution the initiation of litigation.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless Unless the parties mutually agree otherwise, mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request the following:

- .1 Request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon agreement of both parties.
- .2 In the event the Owner and the Architect are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.
- .3 At all times during the course of any dispute resolution process, the Architect shall continue diligently and without delay to perform the services and obligations of the Agreement.

[] Arbitration pursuant to Section 8.3 of this Agreement

[] Other: *(Specify)*

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~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in~~

question not described in the written consent.

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

~~ARTICLE 9 – TERMINATION OR [Section Deleted.]~~

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement through no fault of the Architect, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted if not cured by the Owner within seven (7) days following notice of any past-due payment. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. This Agreement may be terminated by Owner if Architect engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies.

§ 9.3 If the Owner suspends the Project Project is suspended by the Owner for more than ninety (90 cumulative) consecutive days, for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice. the Architect may terminate this Agreement upon not less than seven (7) days' written notice. Should the Architect elect to so terminate this Agreement, the Architect shall be compensated for services actually performed and expenses actually incurred prior to notice of such termination.

§ 9.6 In If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements event of termination not the fault of the Architect, the Architect shall be compensated only for services actually performed and reimbursable expenses actually incurred prior to termination.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees: [Paragraph Deleted.]

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement is are set forth in Article 7 and Section 9. 7.

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3 Venue for any lawsuit arising under this contract shall be in the county in which the Project is located. No provision of this Agreement is a waiver of any immunity or defense. No provision of this Agreement is a consent to suit.

~~§ 10.6 Unless otherwise required in this Agreement, the Architect~~ The Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. The Architect and the Architect's consultants shall have no responsibility to initially discover the presence of such hazardous materials on the Project site, but shall have an affirmative duty to immediately report to the Owner the existence of such materials actually known by the Architect or the Architect's consultants to be present on the Project site.

~~§ 10.7 The~~ With prior written consent of the Owner, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

~~§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.~~ Owner herein designates the following as confidential information: security measures; pending real estate purchases, exchange, lease, or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law.

~~§ 10.8.1~~ The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

~~ARTICLE § 10.10~~ In any adjudication or claim under this Agreement, reasonable and necessary attorney's fees that are equitable and just may be awarded to the prevailing party.

~~§ 10.11~~ By signing this Agreement, the undersigned certifies as follows: Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

~~§ 10.12 Pursuant to Texas Government Code Chapter 2271, as amended, if this contract is valued at \$100,000 or more and if the Architect has at least ten (10) full time employees, then the Architect, by its execution of this Agreement represents and warrants to the Owner that the Architect does not boycott Israel and will not boycott Israel during the term of this Agreement. This section does not apply to a sole proprietorship.~~

~~§ 10.13 Pursuant to Texas Government Code Chapters 2274 and 809, if this contract is valued at \$100,000 or more and if Architect has at least ten (10) full-time employees, then Architect represents and warrants to the District that the Architect does not boycott energy companies and will not boycott energy companies during the term of this Agreement.~~

~~§ 10.14 Pursuant to Texas Government Code Chapter 2274, if this contract is valued at \$100,000 or more and if Architect has at least ten (10) full-time employees, then Architect represents and warrants to the District that the~~

Architect does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement.

§ 10.15 Architect shall keep all accounting and construction records on the Project for a period of at least twelve years after Final Completion of the Project, and thereafter shall offer the records to the Owner in writing, in order for Owner to comply with its records retention requirements, per the Texas Government Code section 441.158 et seq. and the Texas Library and Archives Commission's Local Schedule GR (Government Records). In the alternative, Architect may provide such records to Owner for retention at any time if Owner agrees in writing to accept such records in lieu of Architect's retention under this Section.

§ 10.16 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be AIA Document A201-2017.

§ 10.17 Any notice required by or permitted under this Agreement must be in writing unless otherwise provided herein. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

§ 10.18 If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

§ 10.19 The Owner shall have the right to examine, copy, and/or audit the books and other records of the Architect relating solely to this Agreement upon reasonable request to the Architect.

§ 10.20 Architect verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Architect has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement.

ARTICLE 11 COMPENSATION

___ (Insert amount)

___ (Insert percentage value)

← «The Fee for Basic Services shall be Six (6.00) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6. for all additions and/or renovations to facilities.»

___ (Describe the method of compensation)

PAGE 22

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall ~~not~~ be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be ~~adjusted in accordance with the Architect's and Architect's consultants' normal review practices.~~ fixed for the term of this Agreement.

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

- .1 Transportation and authorized out-of-town travel and subsistence except travel to and from the Project site;
- .2 ~~Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets~~[Subsection Deleted.];
- .5 Postage, handling, and delivery[Subsection Deleted.];
- .7 Renderings, physical models, mock ups, professional photography, and presentation materials requested by the Owner or required for the Project[Subsection Deleted.];
- .8 ~~If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants~~[Subsection Deleted.];
- .9 All taxes levied on professional services and on reimbursable expenses[Subsection Deleted.];
- .10 Site office expenses [Subsection Deleted.];

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- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project related expenditures. [Subsection Deleted.]

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~percent~~ (ZERO percent (0%)) of the expenses incurred.

§ 11.10.1.1 An initial payment of ~~(\$~~ ZERO DOLLARS (\$0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. ~~Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~

Delinquent payments are subject to the Texas Prompt Pay Act, Texas Government Code, Chapter 2251
(Insert rate of monthly or annual interest agreed upon.)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding liable.

§ 11.10.2.3 Records of Reimbursable Expenses, of expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates or a multiple of Direct Personnel Expenses shall be available to the Owner at mutually convenient times or the Owner's authorized representative upon request at mutually convenient times. "Direct Personnel Expense" is defined as the direct salaries of the Architect's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

ARTICLE 13 SCOPE OF THE § 12.1 LICENSING AUTHORITY: The following information is included in this agreement as required by Texas Occupations Code section 1051.251: "The Texas Board of Architectural Examiners (333 Guadalupe Suite 2-350, Austin, Texas 78701 Telephone: 512-305-9000) has jurisdiction over individuals licensed to practice architecture in the State of Texas."

- 2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed dated as indicated below:

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(Insert the date of the E203-2013 incorporated into this agreement.)

3 Exhibits:

3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

Variable Information

PAGE 1

AGREEMENT made as of the «Twenty-Third» day of «March» in the year Two Thousand Twenty-Six
«Bryan Independent School District, a public school district and political subdivision of the State of Texas»
«801 South Ennis St.»
«Bryan, Texas 77803»

PAGE 2

«See 1.1.1 above.»

PAGE 3

«Owner's budget for the Cost of the Work is \$98,057,630.00.»

«To be determined by the Owner.»

«None»

«Ginger Carrabine, Superintendent»

« Bryan Independent School District»

«801 South Ennis St.»

«Bryan, Texas 77803»

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«Charles Johnson, AIA | Principal»

«VLK Architects, LLC»

«20445 State Highway 249, Suite 350»

«Houston, Texas 77070»

«Telephone: (281) 671-2300»

«cjohnson@vlkarchitects.com»

To be determined by Architect

Mechanical Engineer:

To be determined by Architect

Electrical Engineer:

To be determined by Architect

«To be determined»

PAGE 5

«None»

PAGE 14

«Services are self-explanatory.»

«Services are self-explanatory.»

PAGE 15

- .1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

PAGE 18

Litigation in a court of competent jurisdiction

PAGE 21

«The Fee for Basic Services shall be Six (6.00) % of the Owner's Cost of the Work, as calculated in accordance with Section 11.6. for all additions and/or renovations to facilities.»

«Not Applicable»

«To be based upon Architect's current hourly billing rate, upon approval by Owner»

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«To be based upon Architect's current hourly billing rate, upon approval by Owner»

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), or as follows:

| | |
|------------------------------|-----------------------------|
| Schematic Design Phase | Fifteen percent (15 %) |
| Design Development Phase | Twenty percent (20 %) |
| Construction Documents Phase | Thirty-Five percent (35 %) |
| Procurement Phase | Five percent (5 %) |
| Construction Phase | Twenty-Five percent (25 %) |

| | |
|--------------------------|---------------------------------|
| Total Basic Compensation | one hundred percent (100.00 %) |
|--------------------------|---------------------------------|

«To be based upon Architect's current hourly billing rate, upon approval by Owner »

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§ 11.10.1.1 An initial payment of ZERO DOLLARS (\$0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 12.1 LICENSING AUTHORITY: The following information is included in this agreement as required by Texas Occupations Code section 1051.251: "The Texas Board of Architectural Examiners (333 Guadalupe Suite 2-350, Austin, Texas 78701 Telephone: 512-305-9000) has jurisdiction over individuals licensed to practice architecture in the State of Texas."

ARTICLE 13 SCOPE OF THE AGREEMENT

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Blake Henshaw, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:04:29 CDT on 03/23/2026 under Order No. 20250116623 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

P. Blake Henshaw

(Signed)

Attorney: Walsh Gallegos Kyle Robinson & De Los Santos

(Title)

March 23, 2026

(Dated)

11.C. Consideration of and possible action on a proposed contract with PBK to provide design and construction administration services for the rebuild of Bryan Collegiate High School as identified in the 2025 Bond

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-Third day of March in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

«Bryan Independent School District, a public school district and political subdivision of the State of Texas»
«801 South Ennis St.»
«Bryan, Texas 77803»
and the Architect:
(Name, legal status, address and other information)

«PBK Architects, Inc. »
«11 Greenway Plaza, 22nd Floor»
«Houston, Texas 77046 »
«Phone: 713-965-0608 »

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

« Bryan Collegiate High School Construction at 1901 East Villa Maria Road, Bryan, Texas 77802, the project includes the construction of a new Bryan Collegiate building and site, approximately 100,000 gross square feet in area. The initial student capacity to be 550 students with a core to support 700 students.

The project includes the demolition of the existing building and construction of new parking lots, drives, play fields and site amenities. »

The Owner and Architect agree as follows:

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

NOTE: Any reference hereinafter this one, to an AIA™ Document or any AIA Documents included in the Contract Documents shall refer to such document "as modified for this Project". In addition, any reference to AIA Documents shall all be considered to have included the Trademark "™" after the AIA reference, whether or not included in the text. The AIA Documents are registered intellectual property of the American Institute of Architects and use and amendment of such forms is permitted under license granted to Walsh Gallegos Kyle Robinson & Roalson P.C. for this Project. No use may be made of this AIA document other than as Contract Documents for this Project.

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

~~«The Owner's program includes a preliminary building program yielding approximately 100,000 gross square feet in area. The program will be fully vetted and developed, accordingly, at the onset of the project. »~~

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

«See 1.1.1 above»

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

« Owner's budget for the Cost of the Work is \$48,809,250.00 »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

«To be determined by the Owner. »

.2 Construction commencement date:

«To be determined by the Owner. »

.3 Substantial Completion date or dates:

«To be determined by the Owner. »

.4 Other milestone dates:

«To be determined by the Owner. »

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

«Request for Competitive Sealed Proposals »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

«None»

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

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

«Ginger Carrabine, Superintendent»
« Bryan Independent School District»
«801 South Ennis St.»
«Bryan, Texas 77803»

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

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

« Authorities with Jurisdiction. »
« Bobby Griffin, Director of Construction »
« Bryan Independent School District »
« 801 South Ennis St. »
« Bryan, Texas 77803 »

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

.2 Civil Engineer:

« Architect to provide » « »
« »
« »
« »
« »

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

« To be determined, if Architect determines to be necessary for the Project, it will be an Architect consultant »

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

« Manuel "Manny" Torres, Senior Principal »
« PBK Architects, Inc. » « »
« 11 Greenway Plaza, 22nd Floor »
« Houston, Texas 77046 »

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

« Kubala Engineers »
« 11 Greenway Plaza, 15th Floor »
« Houston, Texas 77046 »

.2 Mechanical Engineer:

« LEAF Engineers »
« 11 Greenway Plaza, 15th Floor »
« Houston, Texas 77046 »

.3 Electrical Engineer:

«LEAF Engineers »
«11 Greenway Plaza, 15th Floor »
«Houston, Texas 77046 »

.4 Landscape Architect:

«Edgeland »
«11 Greenway Plaza, 15th Floor »
«Houston, Texas 77046 »

.5 Civil Engineer:

«DIG Engineers»
«11 Greenway Plaza, 15th Floor »
«Houston, Texas 77046 »

.6 Foodservice:

«Foodservice Design Professionals »
594 Sawdust Road, Suite 139
The Woodlands, Texas 77380

§ 1.1.11.2 Consultants retained under Supplemental Services:

To be determined

§ 1.1.12 Other Initial Information on which the Agreement is based:

None

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services with the professional skill and degree of care ordinarily provided by competent architects practicing under the same or similar circumstances and professional license. The Architect shall be responsible to the Owner for all costs and damages resulting from (1) defects in design, (2) non-

workability of design details, (3) failure of the Architect to comply with the terms of this Agreement, and (4) errors and omissions of the Architect. Any designs, drawings or specifications prepared or furnished by Architect that contain errors, conflict or omissions will be promptly corrected by Architect at no additional cost to Owner. Owner's approval, acceptance, use of or payment for all or any part of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder. Acceptance of reports or other documents by Owner shall not constitute nor be deemed a release of the responsibility and liability of Architect, its employees, associates, agents or its Subconsultants for the accuracy and competency of their testing, reports, assessments or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by Owner for any defect or error in testing, reports, or assessments and work performed by Architect, its employees, Subconsultants, and agents. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architects shall provide and maintain in effect during the performance of the Work under the Agreement insurance of the following types and with indemnification limits not less than the amounts indicated:

| | |
|--|---|
| Worker's Compensation: (Including Waiver of Subrogation Endorsement) | All liability arising out of Architect's employment of workers and anyone for whom Architect shall be liable for Worker's Compensation claims. Worker's Compensation is required and no "alternative" form of insurance shall be permitted. |
|--|---|

| | |
|---|---|
| Professional Liability: Architect | \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate. |
| Architect's Consultants | \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate. |

| | |
|--------------------------------------|--------------------------------------|
| Commercial General Liability: | |
| Each Occurrence | \$1,000,000.00 |
| General Aggregate | \$2,000,000.00 |
| Personal and Advertising Injury | \$1,000,000.00 each person |
| Automobile Liability | \$1,000,000.00 combined single limit |
| Excess Umbrella Liability | \$5,000,000.00 |

.1 The required insurance must be written by a company authorized to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner. The Owner's Representative will contact the State Board of Insurance to confirm that the issuing companies are authorized to issue such policies in the State of Texas.

.2 The Commercial General Liability and Automobile policies issued in the name of Architect shall also name the Owner as additional insured. Evidence of additional insured status will be provided to Owner by providing a copy of the endorsement being utilized to effect the additional and shall be subject to the Owner's reasonable approval.

.3 It is the intent of the parties to this Agreement that all coverage provided herein shall be primary to and shall seek no contribution for all insurance available to Owner, with Owner's insurance being excess, secondary

and non-contributing and shall apply to both ongoing and completed operations. The Commercial General Liability coverage shall be endorsed to provide such primary and non-contributing liability.

- .4 Architect shall have its insurance carrier(s) furnish to Owner insurance certificates in form satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, a statement that no insurance will be canceled or materially changed while the Work is in progress without thirty (30) calendar days prior written notice to Owner, and a statement that, except for professional liability insurance and worker's compensation insurance, the Owner is named as additional insured. Architect shall permit Owner to examine the insurance policies, or at Owner's option, Architect shall furnish Owner with copies, certified by the carrier(s), of insurance policies required. If Architect neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance at Architect's expense.
- .5 Insurance provided pursuant to this Section shall be considered a part of the Architect's basic services and shall not be a Reimbursable Expense within the scope of Section 11.8, or other provisions of this Agreement.

§ 2.6 The Architect shall provide a design which when constructed in accordance with the Contract Documents will comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations orders and other legal requirements including but not limited to all zoning restrictions or requirements of record, building, occupancy, environmental, disabled person accessibility and land use laws, requirements regulations and ordinances relating to the construction use and occupancy of the Project ("Governmental Requirements") existing on the date of this Agreement and which may be enacted prior to Owner's approval of completed Construction Documents. Architect shall use its best efforts to avoid incorporating into the Project design elements that would give rise to code interpretation questions and to discuss in advance all such situations with the Owner.

§ 2.7 The Architect represents to Owner that all Design Documents, Contract Documents and other documents prepared and issued by Architect pursuant to this Agreement will be of good quality, free from substantial defects, and in conformance with and satisfying all applicable federal, state, municipal and local ordinances, codes, and other governmental requirements and shall be fit for the particular purpose intended thereby. Architect shall notify the Owner in a prompt and timely manner of any discovered discrepancies inconsistencies or missing information necessary to provide reasonably accurate and complete documents. Failure to so notify Owner will be considered a breach of the standard of professional practice set forth in this Agreement.

§ 2.8 Notwithstanding any provision of this Article to the contrary, services made necessary as a result of the Architect's failure to timely provide accurate or complete information, approvals or clarifications, or to timely render a decision, shall be considered Basic Services.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, electrical and civil engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for

the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities. Any changes required by governmental authorities, if approved by the Owner, shall be made by the Architect at no additional cost to the Owner.

§ 3.1.6 The Architect shall be responsible for filing documents required for the approval of governmental authorities having jurisdiction over the Project, subject to review and approval of the Owner.

§ 3.1.7 (Paragraph Deleted)

§ 3.1.8 The Architect shall furnish services of geotechnical engineers as required for the Project which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations. The Architect shall be reimbursed by the Owner for the Architect's cost for such services.]

§ 3.1.9 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be AIA Document A201-2017. A copy of the AIA Document A201-2017 shall be delivered to the Architect upon execution of this Agreement.]

§ 3.1.10 Notwithstanding any other provision of the Agreement, the following are Services of the Architect fully compensated under Section 11.1 as Basic Services:

- .1 The time period during which the Architect's duty to provide Basic Services shall include that time necessary to correct any defective work caused by defects, errors or omissions of the Architect during any phase of construction. Such services shall be performed by the Architect at no additional charge, either in fee or expenses.
- .2 The Architect shall be responsible for retaining all necessary consultants to execute Architect's scope of work. Such consultants shall be professionals licensed by the State of Texas to practice the building discipline for which they are retained on the Project. Consultants required by the Architect shall at a minimum be required to make on-site visits and observations during those periods when work they have designed is being constructed
- .3 The Architect shall require the Contractor and its subcontractors to maintain a set of record drawings to be furnished to the Owner in reproducible form upon Substantial Completion of the Project. The Architect shall cause the Contractor to provide all warranty documents and Owner operation manuals required by the Contract Documents. The Architect shall review the record drawings, warranties, and operation manuals for conformance with the Contract Documents and shall deliver the record drawings, warranties, and operation manuals to the Owner by written transmittal.
- .4 The Architect shall be responsible for reporting all known building deficiencies to the Contractor for a period of one (1) year after the date of Substantial Completion. In addition, the Architect shall monitor the progress of corrections and furnish the Owner with written notification of completed corrections. The one (1) year period shall be extended to portions of the Work first completed after the date of Substantial Completion by the period of time between Substantial Completion and the actual completion of such Work. The obligations under this Section shall survive acceptance of the Work by the Owner.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and

(3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.6 After Owner's approval of the Construction Documents, the Architect shall not make or approve any change in the Work, except for minor changes in the Work not involving an adjustment in the Contract Sum, expenditure of contingency funds or an extension of the Contract Time, without the prior written consent of the Owner. The Architect shall be liable to the Owner for any damages arising from or caused by any change to the Work made or approved by the Architect without the Owner's prior written consent.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Procurement

§ 3.5.2.1 Procurement Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in the procurement process for Construction Services:

- .1 facilitating the distribution of Procurement Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Procurement Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Procurement Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Basic Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 if requested by Owner, the Architect shall organize and participate in selection interviews with prospective contractors and/or participate in negotiations with ranked contractors and prepare any summary reports requested by the Owner in related to the results of such processes.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Basic Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction, as modified by the Owner, a copy of which has been provided to the Architect concurrent with the execution of this

Agreement. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.4 The Architect shall prepare Drawings, Specifications, and other documentation and supporting data evaluating Contractor’s proposals, and providing other services in connection with Change Orders and Construction Change Directives as Basic Services.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that

the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work except as otherwise required in this Agreement, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.3.4 The Architect shall observe the Work prior to approving any Certificate for Payments to the Contractor to determine if the Project is progressing in accordance with the approved schedule and to determine the dates of substantial completion and final completion. The Architect shall report the results of observations to the Owner in writing prior to approving any Certificate for Payments.

§ 3.6.3.5 Architect shall not issue a Certificate for Payment releasing any retainage without prior receipt of a Consent of Surety to Final Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents as Basic Services. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information as Basic Services.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall prepare Change Orders, Construction Change Directives and documents authorizing expenditures of contingency funds, with supporting documentation and data if deemed necessary by the Architect, as Basic Services compensated under Section 11.1, for the Owner's approval and execution in accordance with the

Contract Documents. The Architect may order minor changes in the Work not involving an adjustment in the Contract Sum, an expenditure of contingency funds or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified as Basic Services compensated under Section 11.1.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 3.6.6.6 Pursuant to 19 Texas Administrative Code § 61.1036, the Architect shall sign and seal the Construction Documents and certify on the Certification of Project Compliance form developed by the Texas Education Agency as follows:

- .1 It has reviewed the standards contained in 19 TAC Chapter 61 and has used the best professional judgment and reasonable care consistent with the practice of architecture in the State of Texas in executing the construction documents and that these documents conform with the provisions of 19 TAC § 61.1036.
- .2 It has performed a building code search under applicable regulations that may influence the project and the design has been researched prior to becoming final.
- .3 It has designed the facility according to the provisions of 19 TAC § 61.1036 based on the long-range school facility plan and/or education specifications, building code specifications, and all documented changes to the Construction Documents provided by the District.

§ 3.6.6.7 As a condition to the Project being considered Substantially Complete, the Architect shall obtain the certification of the Contractor on the Certification of Project Compliance form that the facility has been constructed in general accordance with the Construction Documents set out in Section 3.6.6.6 above.

ARTICLE 4 BASIC, SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are Basic Services or Supplemental Services as indicated. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental

Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

| Supplemental Services | Responsibility (Architect, Owner, or not provided) |
|--|---|
| § 4.1.1.1 Programming | Not Provided |
| § 4.1.1.2 Multiple preliminary designs | Basic Services * |
| § 4.1.1.3 Measured drawings | Basic Services * |
| § 4.1.1.4 Existing facilities surveys | Not Provided |
| § 4.1.1.5 Site evaluation and planning | Basic Services * |
| § 4.1.1.6 Building Information Model management responsibilities | Basic Services * |
| § 4.1.1.7 Development of Building Information Models for post construction use | Not Provided |
| § 4.1.1.8 Civil engineering | Basic Services * |
| § 4.1.1.9 Landscape design | Basic Services * |
| § 4.1.1.10 Architectural interior design | Supplemental |
| § 4.1.1.11 Value analysis | Basic Services * |
| § 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3 | Supplemental |
| § 4.1.1.13 On-site project representation | Basic Services * |
| § 4.1.1.14 Conformed documents for construction | Basic Services * |
| § 4.1.1.15 As-designed record drawings | Basic Services * |
| § 4.1.1.16 As-constructed record drawings | Not Provided |
| § 4.1.1.17 Post-occupancy evaluation | Not Provided |
| § 4.1.1.18 Facility support services | Not Provided |
| § 4.1.1.19 Tenant-related services | Not Provided |
| § 4.1.1.20 Architect's coordination of the Owner's consultants | Basic Services * |
| § 4.1.1.21 Telecommunications/data design | Basic Services * |
| § 4.1.1.22 Security evaluation and planning | Basic Services * |
| § 4.1.1.23 Commissioning | Basic Services * |
| § 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3 | Not Provided |

| | |
|---|------------------|
| § 4.1.1.25 Fast-track design services | Not Provided |
| § 4.1.1.26 Multiple bid packages | Basic Services * |
| § 4.1.1.27 Historic preservation | Not Provided |
| § 4.1.1.28 Furniture, furnishings, and equipment design | Supplemental |
| § 4.1.1.29 Other services provided by specialty Consultants | Supplemental |
| § 4.1.1.30 Other Supplemental Services | To Be Determined |
| § 4.1.1.31 Surveys | Owner |
| § 4.1.1.32 Geotechnical Engineering | Supplemental |

* The term "Basic Services" has the same meaning as in Article 3. All Basic Services shall be provided at no additional cost to Owner.

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Supplemental Services as self-explanatory

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. All services under the terms of this Agreement which would otherwise be constructed as Additional Services will be treated as Basic Services compensated under Section 11.1 for which no additional compensation is authorized, unless such services are requested in writing by the Architect and approved in writing by the Owner prior to the time such services are performed.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, or the Owner's schedule or budget for Cost of the Work;
- .2 [Section Deleted.];
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b)

contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors; or
- .5 [Section Deleted.];
- .6 [Section Deleted.];
- .7 [Section Deleted.];
- .8 [Section Deleted.];
- .9 [Section Deleted.];
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction.
- .11 [Section Deleted.].

§ 4.2.2

[Paragraph Deleted.]

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
 - .2 [Section Deleted.]
 - .3 Ten (10) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
 - .4 Three (3) inspections for any portion of the Work to determine final completion.
- .5 The Architect shall visit the site and observe the Work at appropriate stages of construction no less than weekly. The Architect shall report the results of all observations to the Owner in writing. Any and all observed deficiencies shall immediately be reported to the Owner and Contractor in writing.

§ 4.2.4 [Paragraph Deleted.]

§ 4.2.5 [Paragraph Deleted.]

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.]

[§ 5.5 (Paragraph Deleted)]

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect and Owner access to the Work wherever it is in preparation or progress.

§ 5.15 Within a reasonable time after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner or, to the extent the Work is not completed, the estimated cost to the Owner, to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions.

Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the bid or proposal providing the best value to the Owner, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's services for modifying the Construction Documents shall be without additional compensation. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall be permitted to retain copies, including those in electronic format and reproducible copies, of the Architect's and the Architect's consultants' Instruments of Service for information and reference in connection with the Owner's use and occupancy of the Project.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project.

§ 7.3.1 The payment of fees for professional services performed under this Agreement shall constitute full

payment for a one-time, perpetual license fee for those uses of the Architect's Instruments of Service, for all documents produced pursuant to this Agreement and in existence as of the date of any such payment.

§ 7.3.2 The Owner shall have the right to use the Architect's Instruments of Service and to make derivative Works thereof for the purpose of completing the project in the event Architect is terminated for cause pursuant to this Agreement, without regard to whether such termination shall subsequently be adjudicated to have been wrongful, or whether such termination is for the convenience of the Owner. In the event the Owner shall make derivative works of the Architect's Instruments of Service pursuant to this Section, the Architect shall bear no liability for errors or omissions appearing in such derivative works.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 The provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the initiation of litigation.

§ 8.2.2 Unless the parties mutually agree otherwise, mediation shall be administered in accordance with the following:

- .1** Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon agreement of both parties.
- .2** In the event the Owner and the Architect are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.
- .3** At all times during the course of any dispute resolution process, the Architect shall continue diligently and without delay to perform the services and obligations of the Agreement.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

[] Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

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

§ 8.3 Arbitration [Section Deleted.]

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement through no fault of the Architect, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement if not cured by the Owner within seven (7) days following notice of any past-due payment. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner.

§ 9.2 This Agreement may be terminated by Owner if Architect engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies.

§ 9.3 If the Project is suspended by the Owner for more than ninety (90) consecutive days, the Architect may terminate this Agreement upon not less than seven (7) days' written notice. Should the Architect elect to so terminate this Agreement, the Architect shall be compensated for services actually performed and expenses actually incurred prior to notice of such termination.

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

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

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated only for services actually performed and reimbursable expenses actually incurred prior to termination.

§ 9.7 [Paragraph Deleted.]

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement is set forth in Article 7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. Venue for any lawsuit arising under this contract shall be in the county in which the Project is located. No provision of this Agreement is a waiver of any immunity or defense. No provision of this Agreement is a consent to suit.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect and Architect's consultants shall have no responsibility for the handling, removal, or disposal or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. The Architect and the Architect's consultants shall have no responsibility to initially discover the presence of such hazardous materials on the Project site, but shall have an affirmative duty to immediately report to the Owner the existence of such materials actually known by the Architect or the Architect's consultants to be present on the Project site.

§ 10.7 With prior written consent of the Owner, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. Owner herein designates the following as confidential information: security measures; pending real estate purchases, exchange, lease, or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 In any adjudication or claim under this Agreement, reasonable and necessary attorney's fees that are equitable and just may be awarded to the prevailing party.

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

§ 10.12 Pursuant to Texas Government Code Chapter 2271, as amended, if this contract is valued at \$100,000 or more and if the Architect has at least ten (10) full time employees, then the Architect, by its execution of this Agreement represents and warrants to the Owner that the Architect does not boycott Israel and will not boycott Israel during the term of this Agreement. This section does not apply to a sole proprietorship.

§ 10.13 Pursuant to Texas Government Code Chapters 2274 and 809, if this contract is valued at \$100,000 or more and if Architect has at least ten (10) full-time employees, then Architect represents and warrants to the District that the Architect does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

§ 10.14 Pursuant to Texas Government Code Chapter 2274, if this contract is valued at \$100,000 or more and if Architect has at least ten (10) full-time employees, then Architect represents and warrants to the District that the Architect does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement.

§ 10.15 Architect shall keep all accounting and construction records on the Project for a period of at least twelve years after Final Completion of the Project, and thereafter shall offer the records to the Owner in writing, in order for Owner to comply with its records retention requirements, per the Texas Government Code section 441.158 et seq. and the Texas Library and Archives Commission's Local Schedule GR (Government Records). In the alternative, Architect may provide such records to Owner for retention at any time if Owner agrees in writing to accept such records in lieu of Architect's retention under this Section.

§ 10.16 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be AIA Document A201-2017.

§ 10.17 Any notice required by or permitted under this Agreement must be in writing unless otherwise provided herein. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

§ 10.18 If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

§ 10.19 The Owner shall have the right to examine, copy, and/or audit the books and other records of the Architect relating solely to this Agreement upon reasonable request to the Architect.

§ 10.20 Architect verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Architect has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

The Fee for Basic Services shall be Six (6.00) % of the Owner's Cost of the Work, as calculated in accordance with Section 11.6 for all additions and/or renovations to facilities .

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

«To be based upon Architect's current hourly billing rate, upon approval by Owner»

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

«To be based upon Architect's current hourly billing rate, upon approval by Owner»

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

| | |
|------------------------------|---------------------------------|
| Schematic Design Phase | Fifteen percent (15 %) |
| Design Development Phase | Thirty percent (30 %) |
| Construction Documents Phase | Thirty percent (30 %) |
| Procurement Phase | Five percent (5 %) |
| Construction Phase | Twenty percent (20 %) |
| <hr/> | |
| Total Basic Compensation | one hundred percent (100.00 %) |

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be fixed for the term of this Agreement.

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

Refer to Exhibit A – Architect’s Standard Hourly Rates

| Employee or Category | Rate (\$0.00) |
|--------------------------|---------------|
| As included in Exhibit A | |

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence except travel to and from the Project site;
- .2 [Subsection Deleted.];
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 [Subsection Deleted.];
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 [Subsection Deleted.];
- .8 [Subsection Deleted.];
- .9 [Subsection Deleted.];
- .10 [Subsection Deleted.];
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective.
- .12 [Subsection Deleted.]

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus ZERO percent (0%) of the expenses incurred.

§ 11.9 Architect’s Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of ZERO DOLLARS (\$0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Delinquent payments are subject to the Texas Prompt Pay Act, Texas Government Code, Chapter 2251

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

%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable.

§ 11.10.2.3 Records of Reimbursable Expenses, of expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates or a multiple of Direct Personnel Expenses shall be available to the Owner or the Owner’s authorized representative upon request at mutually convenient times. “Direct Personnel

Expense” is defined as the direct salaries of the Architect’s personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 LICENSING AUTHORITY: The following information is included in this agreement as required by Texas Occupations Code section 1051.251: "The Texas Board of Architectural Examiners (333 Guadalupe Suite 2-350, Austin, Texas 78701 Telephone: 512-305-9000) has jurisdiction over individuals licensed to practice architecture in the State of Texas."

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 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.)

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

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

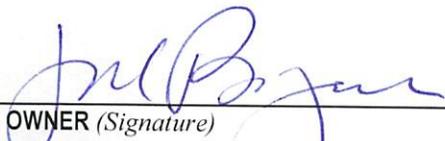
Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A – Architect’s Standard Hourly Rates

- .4 Other documents:

(List other documents, if any, forming part of the Agreement.)

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



OWNER (Signature)

BY: Joel Bryan, Board President

(Printed name and title)



ARCHITECT (Signature)

BY: Manuel "Manny" Torres, Senior
Principal

(Printed name, title, and license number if required)

Additions and Deletions Report for AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 00:48:29 CDT on 03/19/2026.

Changes to original AIA text

PAGE 1

« Bryan ISD ~~Bryan Collegiate HS~~ Collegiate High School Construction at 1901 East Villa Maria Road, Bryan, Texas 77802, the project includes the construction of a new Bryan Collegiate building and site, approximately 100,000 gross square feet in area. The initial student capacity to be 550 students with a core to support 700 students.

The project includes the demolition of the existing building and construction of new parking lots, drives, play fields and site amenities. »

The Owner and Architect agree as follows:

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TABLE OF

TABLE OF ARTICLES

ARTICLE NOTE: Any reference hereinafter this one, to an AIA™ Document or any AIA Documents included in the Contract Documents shall refer to such document “as modified for this Project”. In addition, any reference to AIA Documents shall all be considered to have included the Trademark “™” after the AIA reference, whether or not included in the text. The AIA Documents are registered intellectual property of the American Institute of Architects and use and amendment of such forms is permitted under license granted to Walsh Gallegos Kyle Robinson & Roalson P.C. for this Project. No use may be made of this AIA document other than as Contract Documents for this Project.

ARTICLE 1 INITIAL INFORMATION

PAGE 4

.2 TBD

.2 Civil Engineer:

.3 Other, if any:

.3 Other, if any:

«To be determined, if Architect determines to be necessary for the Project, it will be an Architect consultant »

«Manuel “Manny” Torres, Senior Principal »

«PBK Architects, Inc. »« »

«11 Greenway Plaza, 22nd Floor »

«Houston, Texas 77046 »

.2 Mechanical Engineer:

.3 Electrical Engineer:

§4.1.11.2 Consultants retained under Supplemental Services:

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§ 1.3 The parties shall agree upon ~~written~~ protocols governing the transmission and use of, ~~and reliance on,~~ Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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§ 2.2 The Architect shall perform its services ~~consistent~~ with the professional skill and degree of care ordinarily provided by competent architects practicing ~~in~~ under the same or similar locality ~~under the same or similar circumstances~~ circumstances and professional license. The Architect shall be responsible to the Owner for all costs and damages resulting from (1) defects in design, (2) non-workability of design details, (3) failure of the Architect

to comply with the terms of this Agreement, and (4) errors and omissions of the Architect. Any designs, drawings or specifications prepared or furnished by Architect that contain errors, conflict or omissions will be promptly corrected by Architect at no additional cost to Owner. Owner's approval, acceptance, use of or payment for all or any part of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder. Acceptance of reports or other documents by Owner shall not constitute nor be deemed a release of the responsibility and liability of Architect, its employees, associates, agents or its Subconsultants for the accuracy and competency of their testing, reports, assessments or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by Owner for any defect or error in testing, reports, or assessments and work performed by Architect, its employees, Subconsultants, and agents. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.5 The Architect Architects shall provide and maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9 in effect during the performance of the Work under the Agreement insurance of the following types and

with indemnification limits not less than the amounts indicated:

| | |
|--|--|
| <u>Worker's Compensation:</u> <u>(Including Waiver of Subrogation</u> <u>Endorsement)</u> | <u>All liability arising out of Architect's employment of workers and anyone for whom Architect shall be liable for Worker's Compensation claims. Worker's Compensation is required and no "alternative" form of insurance shall be permitted.</u> |
| <u>Professional Liability:</u> <u>Architect</u> | <u>\$1,000,000.00 per claim and</u> <u>\$2,000,000.00 in the aggregate.</u> |
| <u>Architect's Consultants</u> | <u>\$1,000,000.00 per claim and</u> <u>\$2,000,000.00 in the aggregate.</u> |
| <u>Commercial General Liability:</u> | |
| <u>Each Occurrence</u> | <u>\$1,000,000.00</u> |
| <u>General Aggregate</u> | <u>\$2,000,000.00</u> |
| <u>Personal and Advertising Injury</u> | <u>\$1,000,000.00 each person</u> |
| <u>Automobile Liability</u> | <u>\$1,000,000.00 combined single limit</u> |
| <u>Excess Umbrella Liability</u> | <u>\$5,000,000.00</u> |

.1 The required insurance must be written by a company authorized to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner. The Owner's Representative will contact the State Board of Insurance to confirm that the issuing companies are authorized to issue such policies in the State of Texas.

§ 2.5.4.2 The Commercial General Liability with policy limits of not less than ~~(\$)~~ for each occurrence and ~~(\$)~~ in the aggregate for bodily injury and property damage and Automobile policies issued in the name of Architect shall also name the Owner as additional insured. Evidence of additional insured status will be provided to Owner by providing a copy of the endorsement being utilized to effect the additional and shall be subject to the Owner's reasonable approval.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~(\$)~~ per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such

~~primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

~~§ 2.5.4 Workers' Compensation at statutory limits.~~

~~§ 2.5.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.~~

~~§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~ 3 It is the intent of the parties to this Agreement that all coverage provided herein shall be primary to and shall seek no contribution for all insurance available to Owner, with Owner's insurance being excess, secondary and non-contributing and shall apply to both ongoing and completed operations. The Commercial General Liability coverage shall be endorsed to provide such primary and non-contributing liability.

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.4 Architect shall have its insurance carrier(s) furnish to Owner insurance certificates in form satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, a statement that no insurance will be canceled or materially changed while the Work is in progress without thirty (30) calendar days prior written notice to Owner, and a statement that, except for professional liability insurance and worker's compensation insurance, the Owner is named as additional insured. Architect shall permit Owner to examine the insurance policies, or at Owner's option, Architect shall furnish Owner with copies, certified by the carrier(s), of insurance policies required. If Architect neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance at Architect's expense.

.5 Insurance provided pursuant to this Section shall be considered a part of the Architect's basic services and shall not be a Reimbursable Expense within the scope of Section 11.8, or other provisions of this Agreement.

~~§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.~~ 6 The Architect shall provide a design which when constructed in accordance with the Contract Documents will comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations orders and other legal requirements including but not limited to all zoning restrictions or requirements of record, building, occupancy, environmental, disabled person accessibility and land use laws, requirements regulations and ordinances relating to the construction use and occupancy of the Project ("Governmental Requirements") existing on the date of this Agreement and which may be enacted prior to Owner's approval of completed Construction Documents. Architect shall use its best efforts to avoid incorporating into the Project design elements that would give rise to code interpretation questions and to discuss in advance all such situations with the Owner.

~~§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section.~~ 7 The Architect represents to Owner that all Design Documents, Contract Documents and other documents prepared and issued by Architect pursuant to this Agreement will be of good quality, free from substantial defects, and in conformance with and satisfying all applicable federal, state, municipal and local ordinances, codes, and other governmental requirements and shall be fit for the particular purpose intended thereby. Architect shall notify the Owner in a prompt and timely manner of any discovered discrepancies inconsistencies or missing information necessary to provide reasonably accurate and complete documents. Failure to so notify Owner will be considered a breach of the standard of professional practice set forth in this Agreement.

§ 2.8 Notwithstanding any provision of this Article to the contrary, services made necessary as a result of the Architect's failure to timely provide accurate or complete information, approvals or clarifications, or to timely render a decision, shall be considered Basic Services.

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, electrical and ~~electrical~~ civil engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

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§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities. Any changes required by governmental authorities, if approved by the Owner, shall be made by the Architect at no additional cost to the Owner.

~~§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project be responsible for filing documents required for the approval of governmental authorities having jurisdiction over the Project, subject to review and approval of the Owner.~~

§ 3.1.7 (Paragraph Deleted)

§ 3.1.8 The Architect shall furnish services of geotechnical engineers as required for the Project which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations. The Architect shall be reimbursed by the Owner for the Architect's cost for such services.]

§ 3.1.9 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be AIA Document A201-2017. A copy of the AIA Document A201-2017 shall be delivered to the Architect upon execution of this Agreement.]

§ 3.1.10 Notwithstanding any other provision of the Agreement, the following are Services of the Architect fully compensated under Section 11.1 as Basic Services:

- .1 The time period during which the Architect's duty to provide Basic Services shall include that time necessary to correct any defective work caused by defects, errors or omissions of the Architect during any phase of construction. Such services shall be performed by the Architect at no additional charge, either in fee or expenses.
- .2 The Architect shall be responsible for retaining all necessary consultants to execute Architect's scope of work. Such consultants shall be professionals licensed by the State of Texas to practice the building discipline for which they are retained on the Project. Consultants required by the Architect shall at a minimum be required to make on-site visits and observations during those periods when work they have designed is being constructed
- .3 The Architect shall require the Contractor and its subcontractors to maintain a set of record drawings to be furnished to the Owner in reproducible form upon Substantial Completion of the Project. The Architect shall cause the Contractor to provide all warranty documents and Owner operation manuals required by the Contract Documents. The Architect shall review the record drawings, warranties, and operation manuals for conformance with the Contract Documents and shall deliver the record drawings, warranties, and operation manuals to the Owner by written transmittal.
- .4 The Architect shall be responsible for reporting all known building deficiencies to the Contractor for a period of one (1) year after the date of Substantial Completion. In addition, the Architect shall monitor the progress of corrections and furnish the Owner with written notification of completed corrections. The one (1) year period shall be extended to portions of the Work first completed after the date of Substantial

Completion by the period of time between Substantial Completion and the actual completion of such Work. The obligations under this Section shall survive acceptance of the Work by the Owner.

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§ 3.4.6 After Owner's approval of the Construction Documents, the Architect shall not make or approve any change in the Work, except for minor changes in the Work not involving an adjustment in the Contract Sum, expenditure of contingency funds or an extension of the Contract Time, without the prior written consent of the Owner. The Architect shall be liable to the Owner for any damages arising from or caused by any change to the Work made or approved by the Architect without the Owner's prior written consent.

§ 3.5.2 Competitive Bidding Procurement

§ 3.5.2.1 Bidding Procurement Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by the procurement process for Construction Services:

- .1 facilitating the distribution of Bidding Procurement Documents to prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Procurement Documents to the prospective bidders in the form of addenda; and,

§ 3.5.2.3 If the Bidding Procurement Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Basic Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

- .4 participating in negotiations if requested by Owner, the Architect shall organize and participate in selection interviews with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner or participate in negotiations with ranked contractors and prepare any summary reports requested by the Owner in related to the results of such processes.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Basic Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for- ~~Construction~~ Construction, as modified by the Owner, a copy of which has been provided to the Architect concurrent with the execution of this Agreement. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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§ 3.6.1.4 The Architect shall prepare Drawings, Specifications, and other documentation and supporting data evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives as Basic Services.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the ~~Work~~ Work except as otherwise required in this Agreement, (2) reviewed construction means, methods, techniques, sequences or procedures, ~~(3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4 or (3)~~ ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.4 The Architect shall observe the Work prior to approving any Certificate for Payments to the Contractor to determine if the Project is progressing in accordance with the approved schedule and to determine the dates of substantial completion and final completion. The Architect shall report the results of observations to the Owner in writing prior to approving any Certificate for Payments.

§ 3.6.3.5 Architect shall not issue a Certificate for Payment releasing any retainage without prior receipt of a Consent of Surety to Final Payment.

§ 3.6.4.4 Subject to Section 4.2, the The Architect shall review and respond to requests for information about the Contract Documents as Basic Services. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect’s response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information as Basic Services.

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents shall prepare Change Orders, Construction Change Directives and documents authorizing expenditures of contingency funds, with supporting documentation and data if deemed necessary by the Architect, as Basic Services compensated under Section 11.1, for the Owner’s approval and execution in accordance with the Contract Documents. The Architect may order minor changes in the Work not involving an adjustment in the Contract Sum, an expenditure of contingency funds or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified as Basic Services compensated under Section 11.1.

~~ARTICLE 4 – SUPPLEMENTAL AND ADDITIONAL~~ § 3.6.6.6 Pursuant to 19 Texas Administrative Code § 61.1036, the Architect shall sign and seal the Construction Documents and certify on the Certification of Project Compliance form developed by the Texas Education Agency as follows:

- .1 It has reviewed the standards contained in 19 TAC Chapter 61 and has used the best professional judgment and reasonable care consistent with the practice of architecture in the State of Texas in executing the construction documents and that these documents conform with the provisions of 19 TAC § 61.1036.
- .2 It has performed a building code search under applicable regulations that may influence the project and the design has been researched prior to becoming final.
- .3 It has designed the facility according to the provisions of 19 TAC § 61.1036 based on the long-range school facility plan and/or education specifications, building code specifications, and all documented changes to the Construction Documents provided by the District.

§ 3.6.6.7 As a condition to the Project being considered Substantially Complete, the Architect shall obtain the certification of the Contractor on the Certification of Project Compliance form that the facility has been constructed in general accordance with the Construction Documents set out in Section 3.6.6.6 above.

ARTICLE 4 BASIC, SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project or Supplemental Services as indicated. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the

Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

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| Supplemental Services | Responsibility <i>(Architect, Owner, or not provided)</i> |
|--|---|
| § 4.1.1.1 Programming | <u>Not Provided</u> |
| § 4.1.1.2 Multiple preliminary designs | <u>Basic Services *</u> |
| § 4.1.1.3 Measured drawings | <u>Basic Services *</u> |
| § 4.1.1.4 Existing facilities surveys | <u>Not Provided</u> |
| § 4.1.1.5 Site evaluation and planning | <u>Basic Services *</u> |
| § 4.1.1.6 Building Information Model management responsibilities | <u>Basic Services *</u> |
| § 4.1.1.7 Development of Building Information Models for post construction use | <u>Not Provided</u> |
| § 4.1.1.8 Civil engineering | <u>Basic Services *</u> |
| § 4.1.1.9 Landscape design | <u>Basic Services *</u> |
| § 4.1.1.10 Architectural interior design | <u>Supplemental</u> |
| § 4.1.1.11 Value analysis | <u>Basic Services *</u> |
| § 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3 | <u>Supplemental</u> |
| § 4.1.1.13 On-site project representation | <u>Basic Services *</u> |
| § 4.1.1.14 Conformed documents for construction | <u>Basic Services *</u> |
| § 4.1.1.15 As-designed record drawings | <u>Basic Services *</u> |
| § 4.1.1.16 As-constructed record drawings | <u>Not Provided</u> |
| § 4.1.1.17 Post-occupancy evaluation | <u>Not Provided</u> |
| § 4.1.1.18 Facility support services | <u>Not Provided</u> |
| § 4.1.1.19 Tenant-related services | <u>Not Provided</u> |
| § 4.1.1.20 Architect's coordination of the Owner's consultants | <u>Basic Services *</u> |
| § 4.1.1.21 Telecommunications/data design | <u>Basic Services *</u> |
| § 4.1.1.22 Security evaluation and planning | <u>Basic Services *</u> |
| § 4.1.1.23 Commissioning | <u>Basic Services *</u> |
| § 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3 | <u>Not Provided</u> |
| § 4.1.1.25 Fast-track design services | <u>Not Provided</u> |
| § 4.1.1.26 Multiple bid packages | <u>Basic Services *</u> |

| | |
|---|-------------------------|
| § 4.1.1.27 Historic preservation | <u>Not Provided</u> |
| § 4.1.1.28 Furniture, furnishings, and equipment design | <u>Supplemental</u> |
| § 4.1.1.29 Other services provided by specialty Consultants | <u>Supplemental</u> |
| § 4.1.1.30 Other Supplemental Services | <u>To Be Determined</u> |
| § 4.1.1.31 Surveys | <u>Owner</u> |
| § 4.1.1.32 Geotechnical Engineering | <u>Supplemental</u> |

* The term "Basic Services" has the same meaning as in Article 3. All Basic Services shall be provided at no additional cost to Owner.

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The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. ~~Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. All services under the terms of this Agreement which would otherwise be constructed as Additional Services will be treated as Basic Services compensated under Section 11.1 for which no additional compensation is authorized, unless such services are requested in writing by the Architect and approved in writing by the Owner prior to the time such services are performed.~~

- ~~.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, or the Owner's schedule or budget for Cost of the Work, or procurement or delivery method Work;~~
- ~~.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service [Section Deleted.];~~
- ~~.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors; or~~
- ~~.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients [Section Deleted.];~~
- ~~.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner [Section Deleted.];~~
- ~~.7 Preparation for, and attendance at, a public presentation, meeting or hearing [Section Deleted.];~~
- ~~.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto [Section Deleted.];~~
- ~~.9 Evaluation of the qualifications of entities providing bids or proposals [Section Deleted.];~~
- ~~.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,~~
- ~~.11 Assistance to the Initial Decision Maker, if other than the Architect [Section Deleted.].~~

~~§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall~~

compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- ~~1~~ Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- ~~2~~ Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation;
- ~~3~~ Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- ~~4~~ Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- ~~5~~ Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

[Paragraph Deleted.]

- 1 ← Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- 2 ← ~~)~~ visits to the site by the Architect during construction [Section Deleted.]
- 3 ← Ten (10) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- 4 ← Three (3) inspections for any portion of the Work to determine final completion.

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~~§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.~~ 5 The Architect shall visit the site and observe the Work at appropriate stages of construction no less than weekly. The Architect shall report the results of all observations to the Owner in writing. Any and all observed deficiencies shall immediately be reported to the Owner and Contractor in writing.

§ 4.2.4 [Paragraph Deleted.]

~~§ 4.2.5 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services. [Paragraph Deleted.]~~

[§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.]

[§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. (Paragraph Deleted)]

~~§ 5.9~~ Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports

required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect and Owner access to the Work wherever it is in preparation or progress.

§ 5.15 ~~Within 15 days~~ a reasonable time after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner or, to the extent the Work is not completed, the estimated cost to the Owner, to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and ~~shall~~ may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the ~~lowest bona fide bid or negotiated proposal bid or proposal~~ providing the best value to the Owner, the Owner shall

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§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. ~~If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 1.1.3; otherwise the The Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.~~

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall be permitted to retain copies, including those in electronic format and reproducible copies, of the Architect's and the Architect's consultants' Instruments of Service for information and reference in connection with the Owner's use and occupancy of the Project.

§ 7.3 ~~The~~ Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering

and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11 Project. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. ~~If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.~~

~~§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4. The payment of fees for professional services performed under this Agreement shall constitute full payment for a one-time, perpetual license fee for those uses of the Architect's Instruments of Service, for all documents produced pursuant to this Agreement and in existence as of the date of any such payment.~~

~~§ 7.3.2 The Owner shall have the right to use the Architect's Instruments of Service and to make derivative Works thereof for the purpose of completing the project in the event Architect is terminated for cause pursuant to this Agreement, without regard to whether such termination shall subsequently be adjudicated to have been wrongful, or whether such termination is for the convenience of the Owner. In the event the Owner shall make derivative works of the Architect's Instruments of Service pursuant to this Section, the Architect shall bear no liability for errors or omissions appearing in such derivative works.~~

~~§ 7.5 Except as otherwise stated in Section 7.3, the The provisions of this Article 7 shall survive the termination of this Agreement.~~

~~§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1 law.~~

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~~§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution the initiation of litigation.~~

~~§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless Unless the parties mutually agree otherwise, mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request the following:~~

~~.1 Request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon agreement of both parties.~~

.2 In the event the Owner and the Architect are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.

.3 At all times during the course of any dispute resolution process, the Architect shall continue diligently and without delay to perform the services and obligations of the Agreement.

[] Arbitration pursuant to Section 8.3 of this Agreement

[] Other: *(Specify)*

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

~~ARTICLE 9 TERMINATION OR [Section Deleted.]~~

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement through no fault of the Architect, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted if not cured by the Owner within seven (7) days following notice of any past-due payment. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner.

~~§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. This Agreement may be terminated by Owner if Architect engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies.~~

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~~§ 9.3 If the Owner suspends the Project, Project is suspended by the Owner for more than ninety (90 cumulative) consecutive days, for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice. the Architect may terminate this Agreement upon not less than seven (7) days' written notice. Should the Architect elect to so terminate this Agreement, the Architect shall be compensated for services actually performed and expenses actually incurred prior to notice of such termination.~~

~~§ 9.6 In If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements, event of termination not the fault of the Architect, the Architect shall be compensated only for services actually performed and reimbursable expenses actually incurred prior to termination.~~

~~§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees: [Paragraph Deleted.]~~

~~(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)~~

~~1 Termination Fee:~~

~~2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

~~§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement is are set forth in Article 7 and Section 9. 7.~~

~~§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3 Venue for any lawsuit arising under this contract shall be in the county in which the Project is located. No provision of this Agreement is a waiver of any immunity or defense. No provision of this Agreement is a consent to suit.~~

~~§ 10.6 Unless otherwise required in this Agreement, the Architect The Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. The Architect and the Architect's consultants shall have no responsibility to initially discover the presence of such hazardous materials on the Project site, but shall have an affirmative duty to immediately report to the Owner the existence of such materials actually known by the Architect or the Architect's consultants to be present on the Project site.~~

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~~§ 10.7 The With prior written consent of the Owner, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential~~

or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. ~~This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.~~

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. Owner herein designates the following as confidential information: security measures; pending real estate purchases, exchange, lease, or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, ~~arbitrator's order,~~ or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

~~ARTICLE~~ **§ 10.10** In any adjudication or claim under this Agreement, reasonable and necessary attorney's fees that are equitable and just may be awarded to the prevailing party.

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

§ 10.12 Pursuant to Texas Government Code Chapter 2271, as amended, if this contract is valued at \$100,000 or more and if the Architect has at least ten (10) full time employees, then the Architect, by its execution of this Agreement represents and warrants to the Owner that the Architect does not boycott Israel and will not boycott Israel during the term of this Agreement. This section does not apply to a sole proprietorship.

§ 10.13 Pursuant to Texas Government Code Chapters 2274 and 809, if this contract is valued at \$100,000 or more and if Architect has at least ten (10) full-time employees, then Architect represents and warrants to the District that the Architect does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

§ 10.14 Pursuant to Texas Government Code Chapter 2274, if this contract is valued at \$100,000 or more and if Architect has at least ten (10) full-time employees, then Architect represents and warrants to the District that the Architect does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement.

§ 10.15 Architect shall keep all accounting and construction records on the Project for a period of at least twelve years after Final Completion of the Project, and thereafter shall offer the records to the Owner in writing, in order for Owner to comply with its records retention requirements, per the Texas Government Code section 441.158 et seq. and the Texas Library and Archives Commission's Local Schedule GR (Government Records). In the alternative, Architect may provide such records to Owner for retention at any time if Owner agrees in writing to accept such records in lieu of Architect's retention under this Section.

§ 10.16 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be AIA Document A201-2017.

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§ 10.17 Any notice required by or permitted under this Agreement must be in writing unless otherwise provided herein. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular

mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

§ 10.18 If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

§ 10.19 The Owner shall have the right to examine, copy, and/or audit the books and other records of the Architect relating solely to this Agreement upon reasonable request to the Architect.

§ 10.20 Architect verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Architect has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement.

ARTICLE 11 COMPENSATION

___ (Insert amount)

___ (Insert percentage value)

~~←~~ The Fee for Basic Services shall be Six (6.00) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6 for all additions and/or renovations to facilities .

___ (Describe the method of compensation)

PAGE 23

| | |
|------------------------------|---------------------------------|
| Schematic Design Phase | Fifteen percent (<u>15</u> %) |
| Design Development Phase | Thirty percent (<u>30</u> %) |
| Construction Documents Phase | Thirty percent (<u>30</u> %) |
| Procurement Phase | Five percent (<u>5</u> %) |
| Construction Phase | Twenty percent (<u>20</u> %) |
| <hr/> | |
| Total Basic Compensation | one hundred percent (100.00 %) |

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall ~~not~~ be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be ~~adjusted in accordance with the Architect's and Architect's consultants' normal review practices.~~ fixed for the term of this Agreement.

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

| Employee or Category | Rate (\$0.00) |
|--|----------------------|
| <u>As included in Exhibit A</u> | |
| .1 Transportation and authorized out-of-town travel and subsistence <u>except travel to and from the Project site;</u> | |
| .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets <u>[Subsection Deleted.];</u> | |
| .5 Postage, handling, and delivery <u>[Subsection Deleted.];</u> | |

- ~~.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project [Subsection Deleted.];~~
- ~~.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants [Subsection Deleted.];~~
- ~~.9 All taxes levied on professional services and on reimbursable expenses [Subsection Deleted.];~~
- ~~.10 Site office expenses [Subsection Deleted.];~~
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- ~~.12 Other similar Project related expenditures. [Subsection Deleted.]~~

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ZERO percent (0%) of the expenses incurred.

§ 11.10.1.1 An initial payment of ~~(\$~~ ZERO DOLLARS (\$0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

PAGE 24

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. ~~Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~ Delinquent payments are subject to the Texas Prompt Pay Act, Texas Government Code, Chapter 2251 (Insert rate of monthly or annual interest agreed upon.)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding liable.

§ 11.10.2.3 Records of Reimbursable Expenses, of expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates or a multiple of Direct Personnel Expenses shall be available to the Owner at mutually convenient times or the Owner's authorized representative upon request at mutually convenient times. "Direct Personnel Expense" is defined as the direct salaries of the Architect's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

ARTICLE 13 SCOPE OF THE § 12.1 LICENSING AUTHORITY: The following information is included in this agreement as required by Texas Occupations Code section 1051.251: "The Texas Board of Architectural Examiners (333 Guadalupe Suite 2-350, Austin, Texas 78701 Telephone: 512-305-9000) has jurisdiction over individuals licensed to practice architecture in the State of Texas."

- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if

completed dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

.3 Exhibits:

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

Variable Information

PAGE 1

AGREEMENT made as of the Twenty-Third day of March in the year Two Thousand Twenty-Six

«Bryan Independent School District, a public school district and political subdivision of the State of Texas»

«801 South Ennis St.»

«Bryan, Texas 77803»

«PBK Architects, Inc. »

«11 Greenway Plaza, 22nd Floor»

«Houston, Texas 77046 »

«Phone: 713-965-0608 »

« Bryan Collegiate High School Construction at 1901 East Villa Maria Road, Bryan, Texas 77802, the project includes the construction of a new Bryan Collegiate building and site, approximately 100,000 gross square feet in area. The initial student capacity to be 550 students with a core to support 700 students.

PAGE 2

«The Owner's program includes a preliminary building program yielding approximately 100,000 gross square feet in area. The program will be fully vetted and developed, accordingly, at the onset of the project. »

«See 1.1.1 above»

PAGE 3

« Owner's budget for the Cost of the Work is \$48,809,250.00 »

«To be determined by the Owner. »

«Request for Competitive Sealed Proposals »

«None»

«Ginger Carrabine, Superintendent»

« Bryan Independent School District»

«801 South Ennis St.»

«Bryan, Texas 77803»

PAGE 4

« Authorities with Jurisdiction. »

«Bobby Griffin, Director of Construction »

«Bryan Independent School District »

«801 South Ennis St. »

«Bryan, Texas 77803 »

«Architect to provide »« »

« »

« »

« »

« »

.3 Other, if any:

«Kubala Engineers »

«11 Greenway Plaza, 15th Floor »

«Houston, Texas 77046 »

.2 Mechanical Engineer:

«LEAF Engineers »

«11 Greenway Plaza, 15th Floor »

«Houston, Texas 77046 »

.3 Electrical Engineer:

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«LEAF Engineers »

«11 Greenway Plaza, 15th Floor »

«Houston, Texas 77046 »

.4 Landscape Architect:

«Edgeland »

«11 Greenway Plaza, 15th Floor »

«Houston, Texas 77046 »

.5 Civil Engineer:

«DIG Engineers»

«11 Greenway Plaza, 15th Floor »

«Houston, Texas 77046 »

.6 Foodservice:

«Foodservice Design Professionals »

594 Sawdust Road, Suite 139

The Woodlands, Texas 77380

§ 1.1.11.2 Consultants retained under Supplemental Services:

To be determined

None

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Supplemental Services as self-explanatory

- .1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

PAGE 19

Litigation in a court of competent jurisdiction

PAGE 22

«To be based upon Architect's current hourly billing rate, upon approval by Owner»

«To be based upon Architect's current hourly billing rate, upon approval by Owner»

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), or as follows:

PAGE 23

| | |
|------------------------------|---------------------------------|
| Schematic Design Phase | Fifteen percent (15 %) |
| Design Development Phase | Thirty percent (30 %) |
| Construction Documents Phase | Thirty percent (30 %) |
| Procurement Phase | Five percent (5 %) |
| Construction Phase | Twenty percent (20 %) |
| <hr/> | |
| Total Basic Compensation | one hundred percent (100.00 %) |

Refer to Exhibit A – Architect's Standard Hourly Rates

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ZERO percent (0%) of the expenses incurred.

§ 11.10.1.1 An initial payment of ZERO DOLLARS (\$0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

PAGE 24

§ 12.1 LICENSING AUTHORITY: The following information is included in this agreement as required by Texas Occupations Code section 1051.251: "The Texas Board of Architectural Examiners (333 Guadalupe Suite 2-350, Austin, Texas 78701 Telephone: 512-305-9000) has jurisdiction over individuals licensed to practice architecture in the State of Texas."

ARTICLE 13 SCOPE OF THE AGREEMENT

Exhibit A – Architect’s Standard Hourly Rates

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Blake Henshaw, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 00:48:29 CDT on 03/19/2026 under Order No. 20250116623 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

P. Blake Henshaw
(Signed)

Attorney: Walsh Gallegos Kyle Robinson & De Los Santos, P.C.
(Title)

March 18, 2026
(Dated)

12. Closed Session

12.A. Discussion Regarding Intruder Detection Audit and Corrective Action Plan - Tex. Gov't Code Sec. 551.076

12.B. Discuss issues pertaining to appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee - Texas Government Code 551.074

12.C. Discussion related to a public school student, wherein personally identifiable information will necessarily be revealed - Texas Government Code 551.0821

12.D. Discuss issues related to the purchase, exchange, lease, or value of real property - Texas Government Code Section 551.072

13. Reconvene in Open Session

14. Consideration and Possible Action on Bids for the Sale of Real Property – 2009 SH 21 East

15. Adjourn

Posted: Tuesday, March 17, 2026 @ 5:00 PM



For the Board of Trustees