A meeting of the Board of Trustees of the Bryan Independent School District will be held on Monday, April 20, 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. BHS Shy-Annes State Championship
    - 4.E. Celebrating Davila Middle School's partnership with Texas A&M University for the Presidential Artificial Intelligence Challenge
    - 4.F. Community Partnership Award for Stylecraft Builders
    - 4.G. Celebrating the Bryan ISD Education Foundation's Outstanding Achievement Award from the Texas Education Foundation Network
    - 4.H. Celebrating State Powerlifting Competitors from Bryan High School and Rudder High School
    - 4.I. Recognizing the Bryan Youth Sports Association
5. **Public Comment on Agenda Items**
6. **Public Comment on Non-Agenda Items**
7. Superintendent's Report Celebrating Student and Staff Accomplishments

2026

BRYAN ISD EMPLOYEES OF THE YEAR

READY, SET, ENROLL!

PRE-K & KINDER ROUND-UP

2026 BRYAN ISD RETIREMENT BANQUET

PAWS IN THE PARK

BRYAN I.S.D. EDUCATION FOUNDATION

SAVE THE DATE

BRYAN ISD SHOWCASE

8. **Board Member Reports**

8.A. Teaching and Learning Update on Texas Instructional Leadership, Instructional Materials, 1st Grade Report Cards, and the Teacher Incentive Allotment

8.B. Bryan City–School Joint Committee Update: BISD Bond projects and timelines, House Bill 2 School Funding Impact on Bryan ISD and the State, and Shared Park Projects & MOU Development

8.C. CTE, Fine Arts, and Athletics Committee Update on Student Accomplishments and Budget Planning

9. **Information Items**

9.A. Budget Development Series — Related to Budget Planning and Revenues

Bryan Independent School District

BUDGET DEVELOPMENT SERIES

Budget Planning: Revenues

April 20, 2026

A Toolkit for Strong Budget Discussions

TASB

A Guide to Understanding Fundamental School Finance Topics

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BRYAN ISD
CHILDREN FIRST. ALWAYS.

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

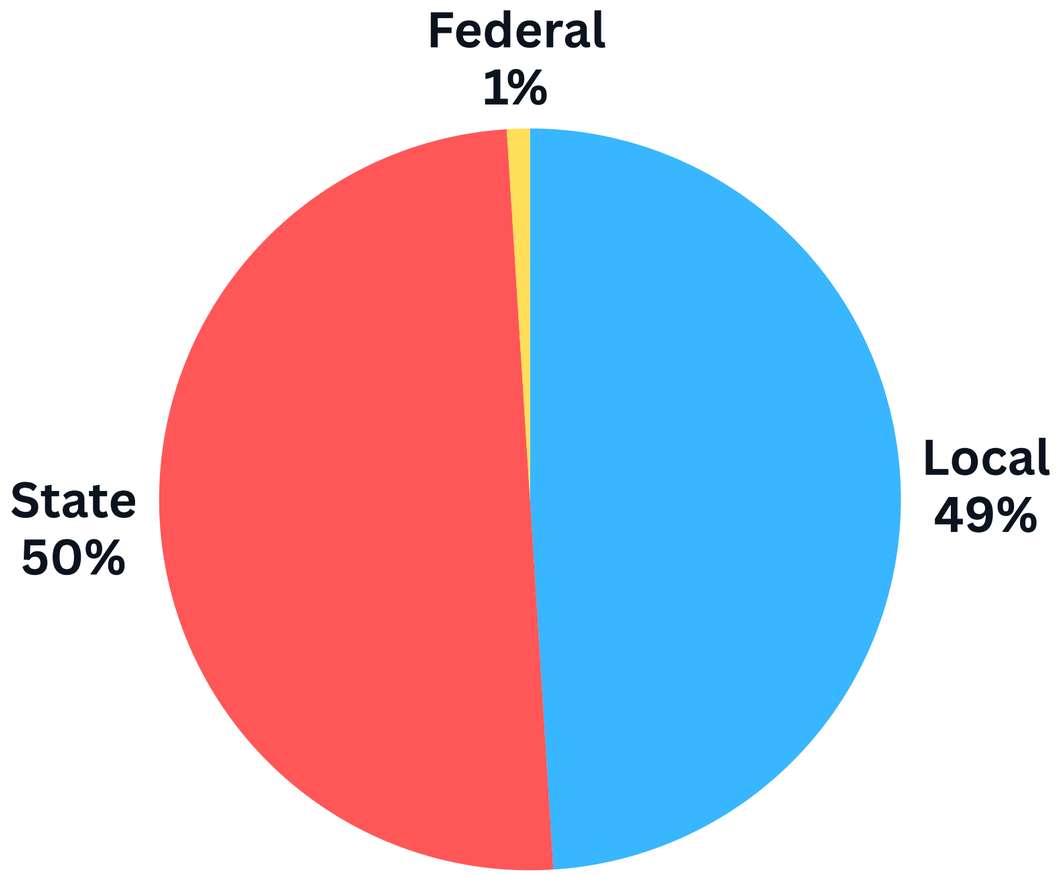
18 - Budget Planning Fund Balance

June

1 - Budget Communication

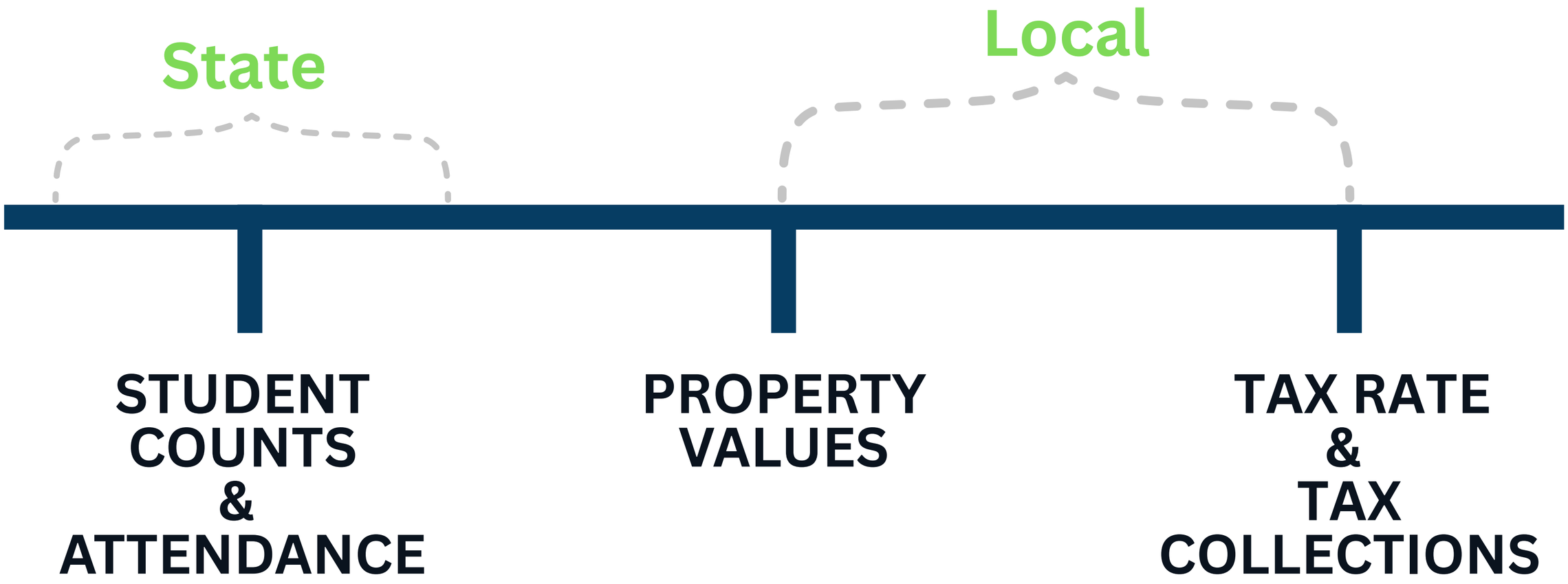
15 - Budget Adoption

General Fund: Revenue Recap

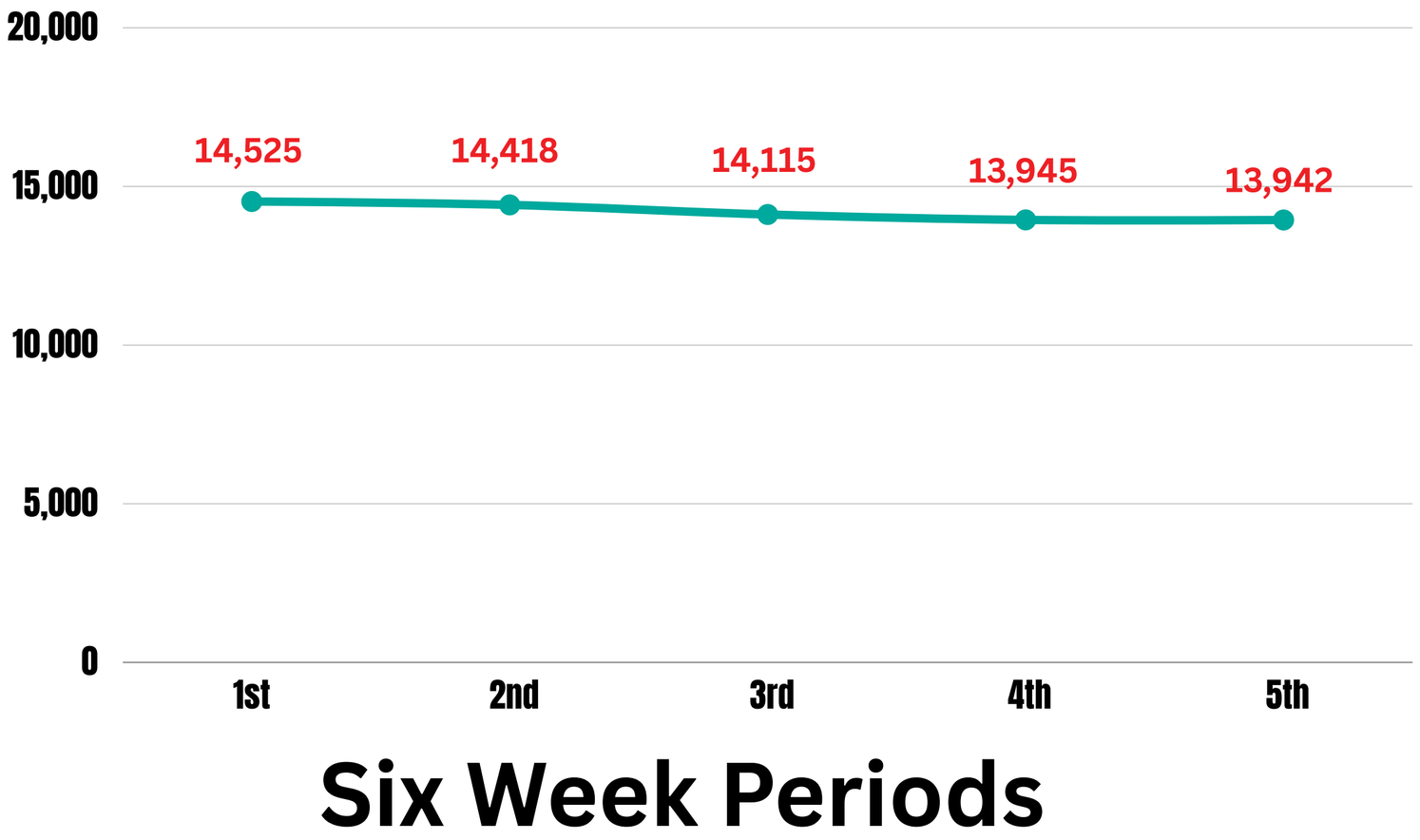


- Local Revenue
  - $87,876,362
- State Revenue
  - $89,703,340
- Federal Revenue
  - $775,000

General Fund: Key Drivers of Revenue



Current School Year: ADA



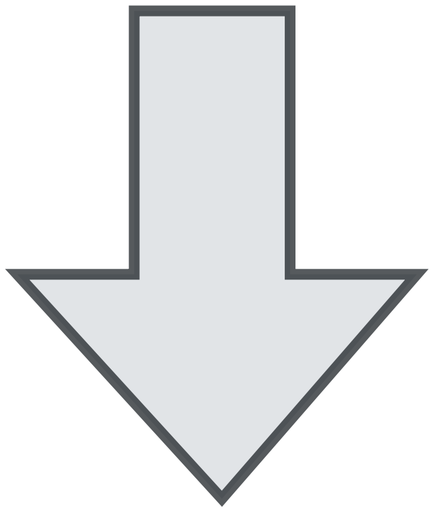
The 2025-2026 budget was built on an ADA estimate of 14,450

2024-2025 Final ADA= 14,451

Current School Year: ADA

Budgeted 14,450
Actual Avg. 14,189

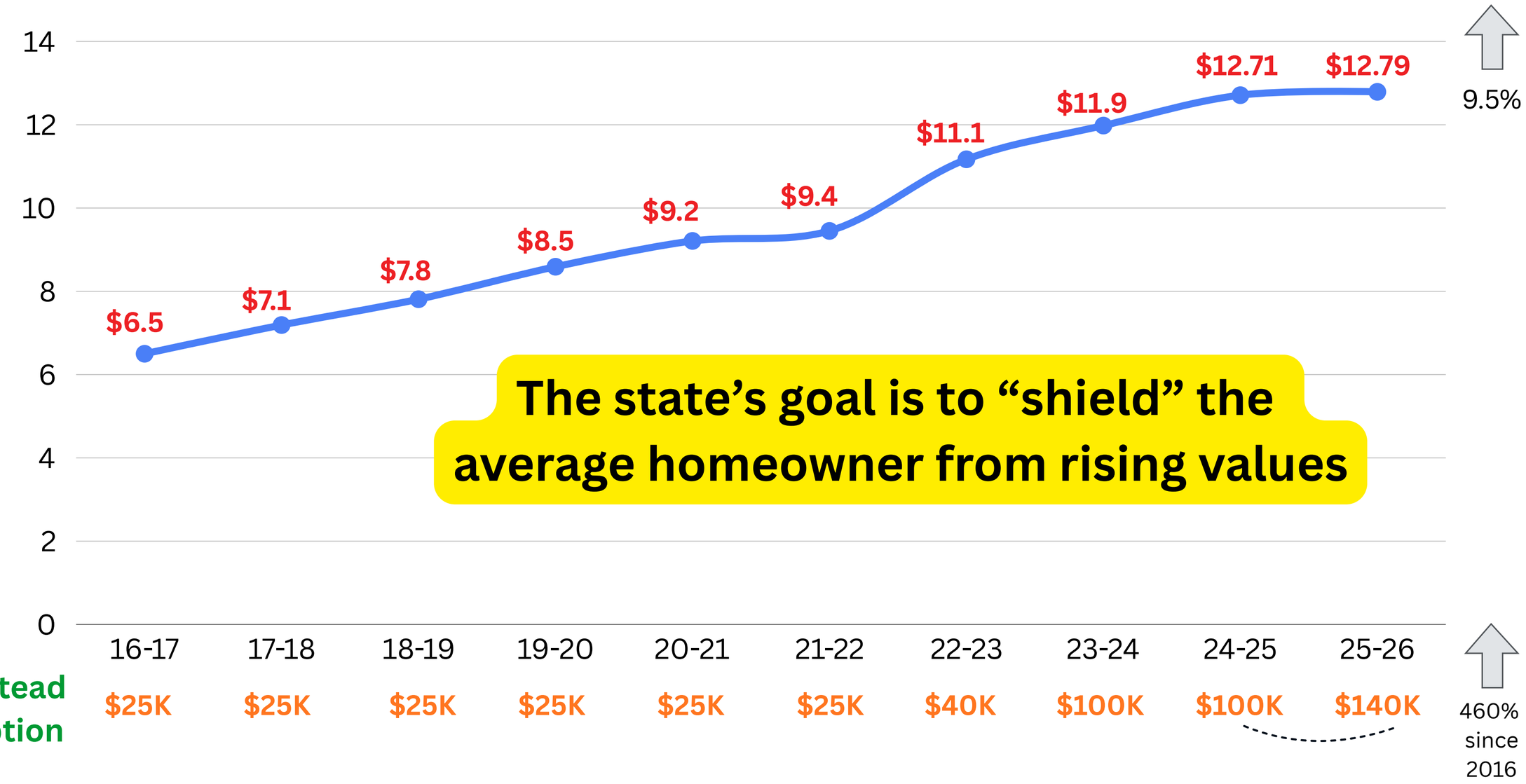
1.8%



A 1.8% drop in ADA could reduce revenue by up to $2.3M

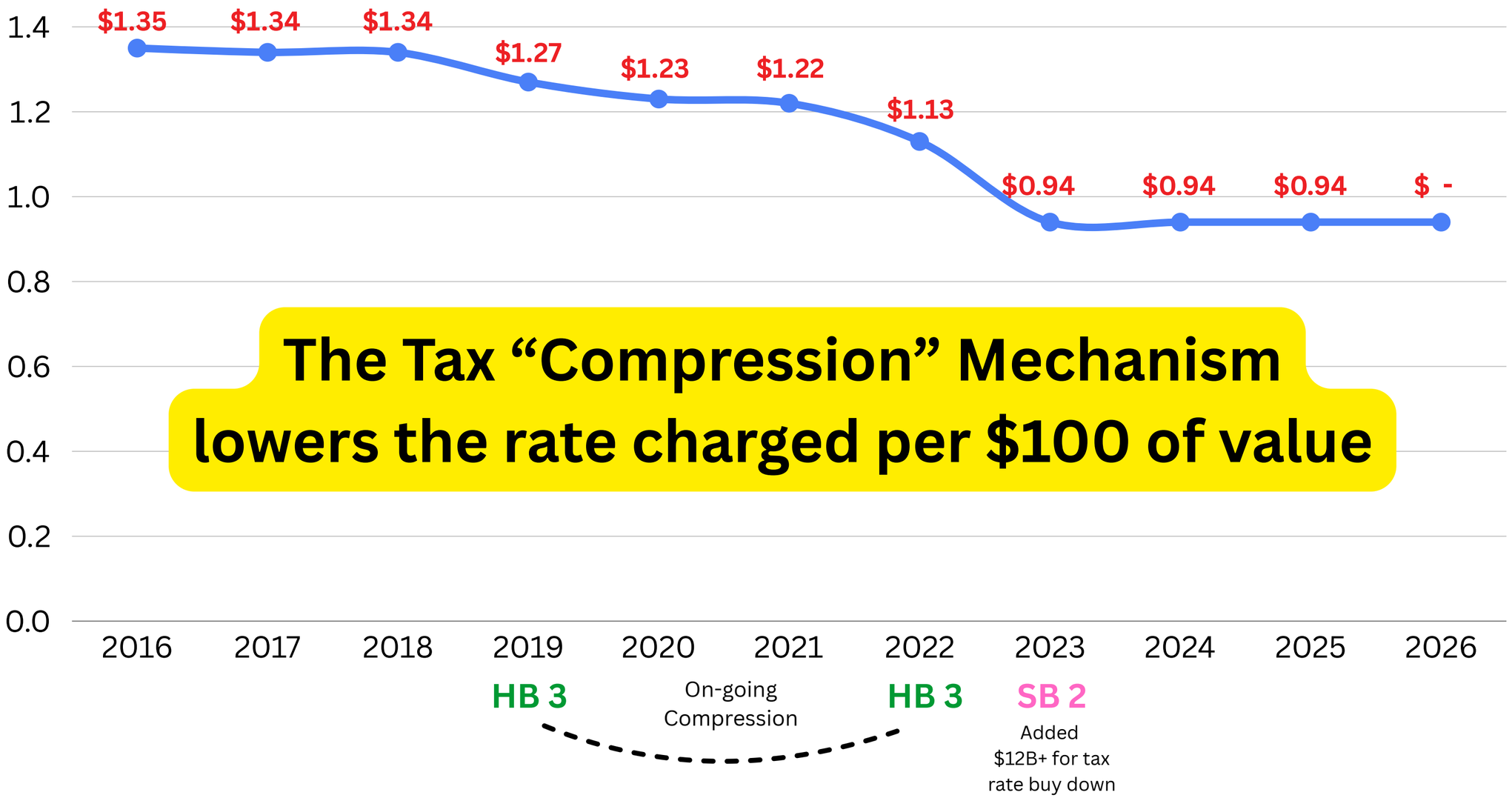
Driven by weighted funding

Bryan ISD Property Values: In Billions $



The state's goal is to "shield" the average homeowner from rising values

Bryan ISD: Historical Tax Rate

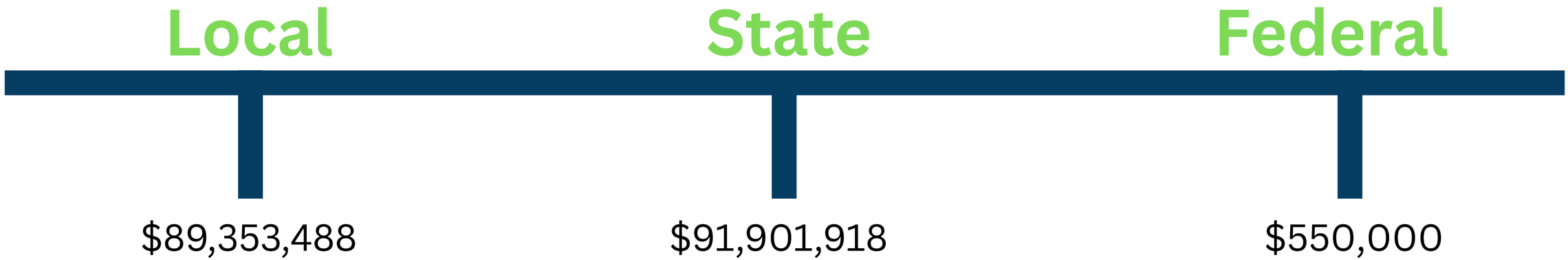


The Tax "Compression" Mechanism lowers the rate charged per $100 of value

30%

So what does all this mean for Bryan ISD?

April 30th
Preliminary Values



Est. $181,805,406

Given current ADA trends, next year's revenue is expected to remain flat or decline.

So what does all this mean for Bryan ISD?

2022-2023 School Year

TX Legislature Jan. 2022

- 2nd Year of the biennium
- No significant action taken
- Districts remained at old funding levels

2023-2024 School Year

TX Legislature Jan. 2023

- 88th TX Legislature meets, historic surplus budget
- 1st year of the biennium
- **Minimal action on public school finance due to the failure of voucher legislation, no increase to basic allotment.**

2024-2025 School Year

TX Legislature Jan. 2024

- 2nd Year of the biennium
- 4 special sessions - voucher bills put forward while holding on public school finance
- **No action taken - $4.5 BILLION held at the state level**

2025-2026 School Year

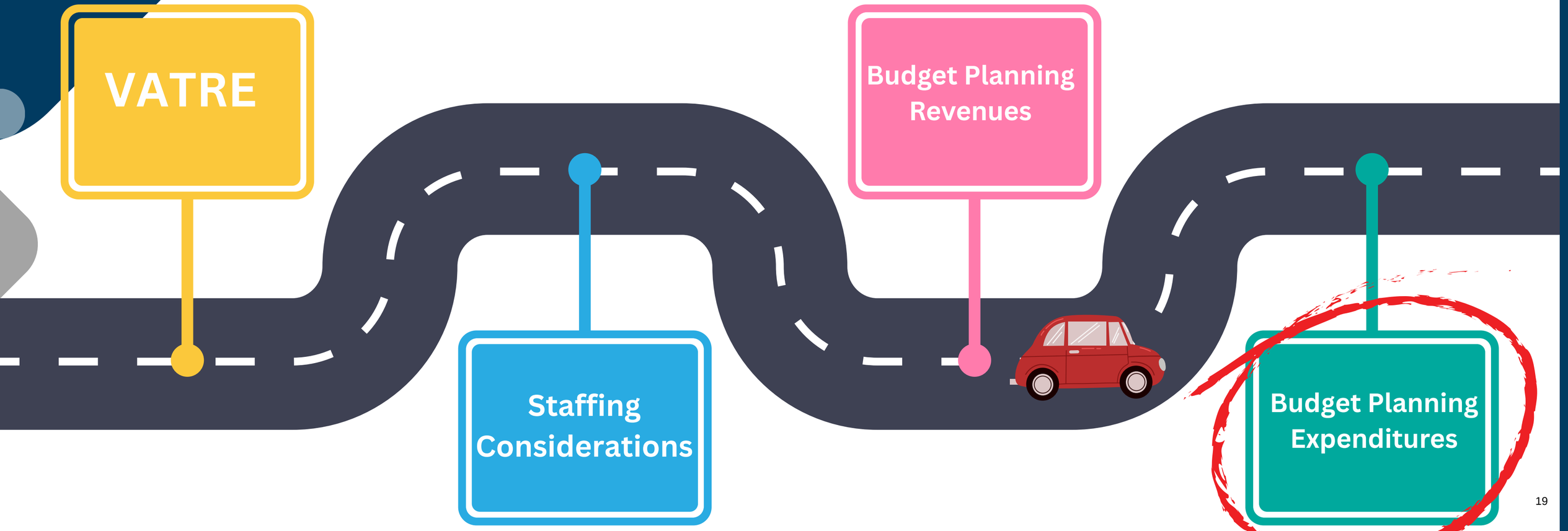
TX Legislature Jan. 2025

- 89th TX Legislature passed vouchers.
- 1st year of the biennium
- Needed the Basic Allotment to increase by $1,300 due to inflation, and received $55
- **Federal (ESSER) Fiscal Cliff**
- **HB2:** Teacher Retention Allotment passes

2026-2027 School Year

TX Legislature Jan. 2026

- 2nd year of the biennium
- No new funding levels will be introduced
- 90th Legislature meets January 2027, which impacts the 2027-2028 SY and beyond


VATRE
Staffing Considerations
Budget Planning Revenues
Budget Planning Expenditures

QUESTIONS

10. **Consent Agenda**

10.A. Consider approval of the meeting minutes for April 6th, 2026

10.B. Consider approval of financial statements and purchasing report for March 2026

10.C. Consider approval of the quarterly donation report

BRYAN INDEPENDENT SCHOOL DISTRICT
REPORT OF DONATIONS/GIFTS TO THE DISTRICT
QUARTERLY REPORT JANUARY - MARCH 2026

BRYAN ISD
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Date	Campus	Donor	Value of Gift	Recipient	Intended Use	Product/Description
01/13/26	District	H-E-B / Communities In Schools	4,866.00	Students	School Supplies	Monetary
01/12/26	District	Coach Blair Charities	40,000.00	Students	Special Olympics	Monetary
01/20/26	Branch Elementary	Saint Andrew's Episcopal Church	250.00	Music Class	Items for the Music program	Monetary
01/27/26	District	Petes Auto Care Center	500.00	Read by Third	Community Monthly Meetings	Monetary
01/28/26	Henderson Elementary	Armadillo Pizza LLC	124.74	Staff and Students	Spirit Day	Pizza
01/28/26	Henderson Elementary	Armadillo Pizza LLC	97.95	Staff and Students	Spirit Day	Pizza
01/28/26	Henderson Elementary	Ann W. Yager	2,500.00	Staff and Students	Staff and students needs	Monetary
01/30/26	District	Travis and Rebecca Bryan	1,000.00	Read by Third	Community Monthly Meetings	Monetary
02/02/26	Jones Elementary	The Law office of Jeff Paradowki	100.00	Coach Lori Stewart	Family Fitness Night	Monetary
02/04/26	Transportation	Education Foundation	1,500.00	Bus Drivers	Bus Driver Celebration - Food	Monetary
02/05/26	District	Mark and Shannon Scarmardo	1,000.00	Read by Third	Community Monthly Meetings	Monetary
02/06/26	Transportation	Education Foundation	100.00	Bus Drivers	Bus Driver Celebration	Monetary
02/10/26	Transportation	Education Foundation	200.00	Bus Drivers	Bus Driver Celebration	Monetary
02/11/26	Jones Elementary	Costco Wholesale College Station	100.00	Coach Lori Stewart	Student shirts	Monetary
02/11/26	Transportation	Education Foundation	250.00	Bus Drivers	Bus Driver Celebration	Monetary
02/13/26	Project Hope	Bob and Jill Morris	1,000.00	Project Hope	Supplies	Monetary
02/24/26	Navarro Elementary	David's Jewelry and Coin Exchange	200.00	Campus	To purchase cereal for students.	Monetary
02/24/26	District	Drymalla Construction	1,000.00	District	Retirement Banquet	Monetary
02/25/26	CTE	Monica Jackson	300.00	Students	Skills USA ULTI trip	Monetary
02/27/26	District	E3 Entegral	2,500.00	District	Retirement Banquet	Monetary
03/04/26	Navarro Elementary	Alexander United Methodist Church	50.00	Corina Zavala	To purchase Cereal for students.	Monetary
03/16/26	Human Resources	ESS	500.00	District	Retirement Dinner Celebration	Monetary
03/19/26	Branch Elementary	Mary Branch PTO	500.00	Campus	Field Trips	Monetary
03/24/26	CTE	Education Foundation	250.00	CTE	Students	Monetary
03/27/26	Community Affairs	M&M Apparel	500.00	Bryan ISD	Retirement Banquet	Monetary

10.D. Consider approval of a contract for the Annual Financial Audit renewal

April 20, 2026

To the Board of Trustees and Management of
Bryan Independent School District
801 South Ennis
Bryan, Texas 77803

Dear Board of Trustees and Management:

Weaver and Tidwell, L.L.P. ("our", "us", and "we") will perform an audit of the basic financial statements, which comprise the financial statements of governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information (as applicable) as of and for the year ending June 30, 2026, and the related notes to the financial statements of:

Bryan Independent School District

This required supplementary information ("RSI") will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – General Fund
3. Schedule of the District's Proportionate Share of the Net Pension Liability of a Cost-Sharing Multiple-Employer Pension Plan – Teacher Retirement System of Texas
4. Schedule of District's Contributions – Teacher Retirement System of Texas Pension Plan
5. Schedule of the District's Proportionate Share of the Net Other Post-Employment Benefits (OPEB) Liability of a Cost-Sharing Multiple-Employer OPEB Plan – Teacher Retirement System of Texas
6. Schedule of District's Contributions – Teacher Retirement System of Texas OPEB Plan

In addition, we will audit the entity's compliance over major federal award programs for the period ended June 30, 2026.

The following accompanying supplementary information will also be subjected to our auditing procedures, as well as certain additional procedures:

1. Schedule of Expenditures of Federal Awards
2. Combining Funds Financial Statements
3. Compliance Schedules Required by the Texas Education Agency

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the basic financial statements:

1. Schedule of Required Responses to Selected School FIRST Indicators

We are pleased to confirm our acceptance and our understanding of this engagement by means of this letter.

Applicable Standards and Framework

The auditing standards applicable to this engagement will be U.S. GAAS (generally accepted auditing standards in the United States of America) and the Government Auditing Standards ("GAGAS"); if applicable, any state or regulatory audit requirements; and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance").

The financial reporting framework applicable to this engagement is U.S. GAAP (generally accepted accounting principles in the United States of America).

Engagement Objective

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion and to report on the fairness of the supplementary information referred to above when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with applicable auditing standards will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user of the financial statements.

Our Responsibilities

We will conduct our engagement in accordance with the applicable standards described above. As part of an engagement conducted in accordance with the applicable standards, we exercise professional judgment and maintain professional skepticism throughout the engagement.

We also do the following:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.
- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the system of internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit that we have identified during the engagement.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence that support the amounts and disclosures in the financial statements. Such tests may include tests of the physical existence of assets, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we may request written representations from your attorneys, and they may bill you for responding.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected, even though the audit is properly planned and performed in accordance with applicable standards.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

The accompanying supplementary information referred to above will be presented for purposes of additional analysis and is not a required part of the financial statements. Such information will be subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with applicable standards. Our auditor's report will provide an opinion on the supplementary information in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

Our responsibilities for this engagement are limited to the period covered by our engagement and do not extend to any other periods. Our engagement also does not include consultation with you on the adoption of new accounting standards or any future increased duties we may have because of the actions of any regulatory body, implementation of any new auditing standard, or occurrence of an unknown or unplanned significant transaction.

Rebecca Darling is the engagement partner or equivalent for the services specified in this letter and is responsible for supervising our services performed as part of this engagement and signing or authorizing another qualified firm representative to sign our report.

We expect to begin our procedures in June 2026. We will issue a written report only upon completion of our engagement. Our report will be addressed to the District's Board of Trustees and Management.

We cannot provide assurance that an unmodified audit opinion will be expressed. Circumstances may arise in which it may be necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraphs, delay the initiation or completion of our engagement, or withdraw from the engagement. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance.

If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from the engagement.

GAGAS

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will consider the entity's internal control over financial reporting and perform tests of the entity's compliance with the provisions of applicable laws, regulations, contracts, and grant agreements that could have a direct and material effect on the determination of financial statement amounts.

In accordance with the requirements of GAGAS, we will also issue a written report describing the scope of our testing over internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and grant agreements, and the results of that testing. However, providing an opinion on internal control over financial reporting and compliance with respect to the financial statements will not be an objective of the audit and, therefore, no such opinion will be expressed. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Uniform Guidance

Our audit of the entity's major federal award program(s) compliance will be conducted in accordance with the Uniform Guidance.

Our procedures will include a determination of major federal award programs in accordance with the Uniform Guidance, and the identification of the compliance requirements that are direct and material to such major programs. We will also perform other procedures we consider necessary to enable us to obtain reasonable assurance about whether the entity complied with the direct and material compliance requirements applicable to major federal award programs, so that we may express an opinion or disclaimer of opinion on major federal award program compliance and render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

Also, as required by the Uniform Guidance, we will perform tests to evaluate the effectiveness of the design and operation of internal controls that we consider relevant to preventing or detecting material noncompliance with the direct and material compliance requirements applicable to each of the entity's major federal award programs. Our report will include any significant deficiencies and/or material weaknesses identified. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion on the effectiveness of the internal control over compliance will be expressed in our report.

Required Supplementary Information (RSI)

U.S. GAAP, as promulgated by the Governmental Accounting Standards Board ("GASB"), requires that management's discussion and analysis and budgetary comparison information, among other items, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by GASB, which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the RSI in accordance with U.S. GAAS. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI.

Non-Attest Services

We will perform the following additional non-attest (non-audit) services as part of this engagement.

- Preparation of financial statements and related notes
- Preparation of schedule of expenditures of federal awards (as applicable)
- Assisting with entries to convert accounting records from modified accrual to full accrual (GASB 34 entries)
- Prepare the Data Collection Form
- Prepare reports required by TEA Data Feed Standards

GAGAS require that we perform and document an assessment of the skills, knowledge, and experience of the individual designated by the entity to oversee any non-attest services we perform. The entity has designated Norma Friddle, Assistant Superintendent of Business Services, or her designee, to oversee these services.

These non-attest services do not constitute an audit under GAGAS, and such services will not be conducted in accordance with GAGAS.

Data Collection Form on Reporting for Single Audits

It is expected that prior to the conclusion of the engagement, sections of the Data Collection Form will be completed by our firm. The sections that we will complete summarize our audit findings by federal grant or contract. Management is responsible for submitting the reporting package (defined as including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. The instructions to the Data Collection Form require that the reporting package be an unlocked, unencrypted, text searchable portable

document file (PDF) or else it will be rejected by the Federal Audit Clearinghouse. We will be available to assist management in creating the PDF if needed.

We will coordinate with you the electronic submission and certification upon the reporting package completion. If applicable, we will provide copies of our report for you to include with the reporting package if there is a need to submit the package to pass-through entities.

The Data Collection Form and the reporting package must be submitted within the earlier of thirty (30) days after receipt of our reports or nine (9) months after the end of the audit period.

Third-Party Service Providers

Depending on the requirements of this engagement, we may use the services of our affiliate, Weaver and Tidwell India LLP, a limited liability partnership incorporated in India, or one or more other third-party service providers to assist us. Before sharing confidential information with those service providers, we will (i) secure agreements to maintain the confidentiality of such information and ensure the information is only used for the purpose of assisting us with the performance of this engagement and (ii) take commercially reasonable precautions to determine the service providers have appropriate procedures in place to prevent the unauthorized disclosure of the information. If we use such service providers, we will remain responsible for all work performed and any breach of our confidentiality arrangements by those service providers.

Management's Responsibilities

Our engagement will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility for:

a. the preparation and fair presentation of the financial statements in accordance with the applicable financial reporting framework described above;
b. the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
c. the design, implementation, and maintenance of programs and controls to prevent and detect fraud;
d. informing us of any known or suspected fraud involving management, employees with significant roles in the system of internal control and others where fraud could have a material effect on the financial statements (including any allegations of fraud or suspected fraud received in communications from employees, former employees, regulators, or others);
e. providing us with:
    i. access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters;
    ii. additional information that we may request from management for the purpose of the engagement; and
    iii. unrestricted access to persons from whom we determine it necessary to obtain evidence;
f. including our report, and our report on any supplementary information if described above, in any document containing financial statements that indicates that such financial statements have been audited by us;
g. identifying and ensuring compliance with the applicable laws and regulations;
h. adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
i. maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
j. the accuracy and completeness of all information provided;

k. with regard to the supplementary information referred to above: (a) the preparation of the supplementary information in accordance with the applicable criteria; (b) providing us with the appropriate written representations regarding supplementary information; (c) including our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) presenting the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon;
l. the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to violations of laws, governmental regulations, grant agreements, or contractual agreements;
m. identifying all federal awards expended during the period;
n. providing us with access to all information of which management is aware that is relevant to federal award programs;
o. preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
p. the design, implementation, and maintenance of internal control over compliance;
q. identifying and ensuring that entity complies with laws, regulations, grants, and contracts applicable to its activities and its federal award programs;
r. following up and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
s. following up and taking corrective action on current period audit findings and preparing a corrective action plan for such findings;
t. submitting the reporting package and data collection form to the appropriate parties;
u. making us aware of any significant vendor relationships where the vendor is responsible for program compliance;
v. informing us of facts that may affect the financial statements of which you may become aware during the period from the date of our report to the date the financial statements are issued; and
w. confirming your understanding of your responsibilities in this letter to us in your management representation letter.

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we request.

If we agree herein or otherwise to perform any non-attest services (such as tax services or any other non-attest services), you agree to assume all management responsibilities for those services; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them. We will perform any such non-attest services in accordance with applicable professional standards.

During the course of our engagement, we will request information and explanations from management regarding operations, internal controls, future plans, specific transactions and accounting systems and procedures. At the conclusion of our engagement, we will also require, as a precondition to the issuance of our report, that management provide certain representations in a written letter concerning representations made to us in connection with our engagement. You agree that as a condition of our engagement, management will, to the best of its knowledge and belief, be truthful, accurate and complete in all representations made to us during the course of the engagement and in the written representation letter. The procedures we perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that

we receive from management. False or misleading representations could cause us to expend unnecessary efforts in the engagement; or, worse, could cause a material error or a fraud to go undetected by our procedures.

The hiring of, or potential employment discussions with, any of our personnel could impair our independence. Accordingly, you agree to inform the engagement partner prior to any such potential employment discussions taking place.

Fees and Invoicing

We estimate the fee for this engagement will be $75,700 for the financial statement audit and $3,800 for each major program as applicable to the compliance audit.

The total fee for our services will be determined by the complexity of the work performed and the tasks required. Individual hourly rates vary according to the degree of responsibility involved and the skills required and are subject to periodic review and change. It is understood that neither our fees nor the payment thereof will be contingent upon the results of this engagement.

Our fee estimate is based on anticipated cooperation from all involved and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss the reasons with you and arrive at a new fee estimate before we incur the additional costs.

In addition to the fee for our services, reasonable and necessary out-of-pocket expenses we incur (such as parking, reproduction and printing, postage and delivery, and out-of-market travel, meals, and accommodations) will be invoiced at cost, not to exceed $3,000.

Our invoices for this engagement will be rendered each month as work progresses. Our invoices are payable in accordance with Texas Government Code § 2251.021, if applicable.

Documentation and Deliverable

The documentation we prepare pertaining to and in support of this engagement is our property and constitutes confidential information.

If you intend to make reference to our firm or include a report or portion of a report we issue in a published document or other reproduction that includes a modified version of the report or financial information to which it was attached, you agree to provide us with printers' proofs or masters for our review and approval before reproducing. You also agree to provide us with a copy of the final reproduced material for our written approval before it is distributed. If, in our professional judgment, the circumstances require, we may withhold our approval. This requirement does not pertain to distributing unmodified reports along with the attached financial information or dissemination of your financial information as a standalone document, such as on your website.

Unless we provide you with written consent in advance of such use, reports we issue are not intended to and should not be provided or otherwise made available for use in connection with the sale of debt or other securities. If, in our professional judgment, the circumstances require, we may withhold our consent.

Consistent with professional standards, our firm is subject to peer review and inspection by the PCAOB. Those programs require that our system of quality management and a sample of our work be periodically examined by another independent accounting firm or the PCAOB, respectively. A copy of our latest external peer review report is available at peerreview.aicpa.org. The work we perform for you may be selected for review. If it is, we will provide the reviewers with the required information without notice to you. Professional standards and PCAOB regulations provide the applicable confidentiality requirements.

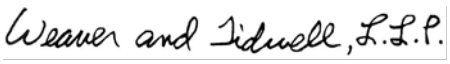
[Signatures on Next Page]

Incorporated General Terms

Attached are our General Terms that provide additional terms (including but not limited to provisions on confidentiality, limitations on liability, indemnifications, dispute resolution, jury waiver, etc.) for this engagement. Those terms are incorporated and apply to all services described herein.

We appreciate the opportunity to assist you and look forward to working with you and your team.

Sincerely,



WEAVER AND TIDWELL, L.L.P.
Austin, Texas

Please sign and return a copy of this letter to indicate acknowledgment of, and agreement with, the arrangements for our engagement as described herein, including each party's respective responsibilities. By signing below, the signatory also represents that they have been authorized to execute this agreement.

Bryan Independent School District

By: _____

Printed Name: _____

Title: _____

Date: _____

GENERAL TERMS

1. **Expenses.**

In addition to the fee for our services, reasonable and necessary out-of-pocket expenses we incur (such as parking, reproduction and printing, postage and delivery, and out-of-market travel, meals, and accommodations) will be invoiced at cost. The total amount stated on each invoice will include a separate administrative and technology charge. The charge represents an estimated allocation of our support personnel, telecommunication, and technology infrastructure expenses. The amount stated on each invoice will also include any sales, use, gross receipts, excise, or other transaction tax imposed on our fees or expenses.

2. **Payment.**

Any disagreement with the charges must be communicated to us in writing within thirty (30) days of the invoice date, after which any right to contest the invoices will be waived. For invoices not paid within sixty (60) days of the invoice date, a late charge will be added to any uncontested outstanding balance. The late charge will be assessed at a rate of half a percent (0.5%) of the unpaid balance per month. If invoices are not paid within ninety (90) days of the invoice date, this engagement (and any other engagements for the same party) will be placed on hold and we will stop work until the balance is brought current, or we may withdraw, and we will not be liable for any damages that may result.

3. **Term.**

A. This engagement ends at the earlier of the completion of our services described above, the provision of any deliverables described above, or the termination of this engagement. Any party may earlier terminate this engagement at any time with ten (10) days' written notice to the other party. If the engagement is terminated, our engagement will be deemed to have been completed upon written notification of termination, and we will be paid for our time expended and expenses incurred through the date of termination.

B. If we are requested to perform additional services not addressed in this engagement letter, we will communicate our ability to perform the services, the scope of additional services we agree to perform, and the fee arrangements we would use. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting the arrangement for performance of such additional services, those services will continue to be governed by the terms of this engagement letter.

4. **Ethical Conflict Resolution.**

In the unlikely event that circumstances occur which we in our sole discretion believe could create a conflict with either the ethical standards of our firm or the ethical standards of our profession in continuing our engagement, we may suspend our services until a satisfactory resolution can be achieved or we may resign from the engagement. We will provide notice of such conflict as soon as practicable and discuss any possible means of resolving the conflict prior to suspending our services.

5. **Non-Solicitation of Our Staff.**

We value every one of our partners, employees, and contractors and have spent a great deal of time and resources to locate, train, and retain those individuals. Accordingly, during the term of this engagement letter and for two (2) years after the later of the termination of this engagement letter or conclusion of the performance of all of our services performed hereunder, no party, whether voluntarily or involuntarily, directly or indirectly, will solicit to employ or engage, on a partner, employee, contractor, or other basis, any of our partners, employees, or contractors who perform these services, without obtaining the prior written consent of our CEO or COO. This section shall not apply to a solicitation by general advertisement (e.g. website, social media posting, newspaper, etc.) or any employment or engagement resulting therefrom.

6. **Confidentiality.**

A. During the course of this engagement, the parties may disclose to each other, orally, in writing, or otherwise, information that is identified as or which is otherwise categorized by law as proprietary, confidential, or privileged ("Confidential Information"). Confidential Information does not include material which (i) is in the public domain through no fault of the receiving party, (ii) was already known to the receiving party before it was first disclosed to the receiving party by or on behalf of the disclosing party related to this engagement, (iii) is received by the receiving party from third-parties without confidentiality restrictions, unless those third-parties were acting for or on behalf of the disclosing party related to this engagement, or (iv) is developed by the receiving party independently of, and without reference to, any Confidential Information communicated to the receiving party by or on behalf of the disclosing party. We will use the Confidential Information disclosed to us during this engagement solely to perform services for which we have been engaged.

B. We may be requested to make the Confidential Information available to regulators and other government agencies, pursuant to authority given by law or regulation. Responding to many such requests is mandatory. In those

cases, access to such Confidential Information will be provided under our supervision and we may, upon their request, provide the regulator or agency with copies of all or selected portions of the Confidential Information. The requesting party may intend or decide to distribute the copies or information contained therein to others, including other regulators or agencies.

C. Unless otherwise stated herein, prohibited by law or direction of law enforcement, or agreed in writing, the parties will (i) provide prompt notice of any request received to make Confidential Information pertaining to this engagement, including any of our work product, available to outside parties not involved in the performance of these services and (ii) obtain written consent from the affected party before disclosing the Confidential Information in response to the request. If consent is withheld, the parties will cooperate with any lawful efforts taken to minimize the disclosure or protect the Confidential Information.

D. We will invoice for reasonable and necessary time (at our then-current standard hourly rates) and out-of-pocket expenses (including attorney's fees) we incur to respond to any request (such as a subpoena, summons, court order, or administrative investigative demand) pertaining to this engagement in a legal matter to which we are not a party. If we agree to perform additional substantive services related to or arising out of the request, such matters may be the subject of a new engagement letter.

E. The parties agree to maintain Confidential Information using the same standard of care each uses to protect its own information of like importance but in no case less than a reasonable standard of care.

F. All rights to Confidential Information (including patent, trademarks, copyrights, or other intellectual property rights) shall remain vested in the disclosing party, and no rights in the Confidential Information are vested in the receiving party, except the limited right to use the Confidential Information solely to perform its obligations or exercise its rights under this engagement letter.

G. We will return or destroy the Confidential Information upon the disclosing party's request within a reasonable period of time, except that we will maintain any copies of the Confidential Information for the period necessary to comply with any applicable laws or professional standards and our own document retention policy (e.g. we will maintain our workpapers for seven (7) years from the date of any attest report we issue). Following such a period, we may destroy the Confidential Information without notice.

H. We may at times provide (i) documents marked as drafts or (ii) preliminary or ancillary information or advice (not included in a final deliverable). Those documents, information, and/or advice are for review and consideration purposes only and should not be relied upon or distributed, and should be destroyed, unless otherwise required by law. If further analysis, information, or advice is desired, we will be informed in writing. We may assist if the matter is within our expertise. Unless already encompassed by the scope of our engagement letter, if we agree to provide such further assistance, our services will be handled as additional services in the manner described above.

I. We may transmit and store data via email, the cloud, or other electronic and Internet-based mechanisms to facilitate this engagement. Please be aware that those mediums inherently pose a risk of misdirection or interception of Confidential Information. Any request to limit such transmissions or use a different means of transmission or storage must be made in writing and we will not be responsible for any resulting compromise in data security.

J. We do not act as the host or repository of financial or non-financial information or as an information back-up service provider for our clients. It is the responsibility of our clients to maintain a complete set of their own financial and non-financial data and records. If some portion of the data and records is contained only within our files, inform us before the issuance of our deliverable and we will provide a copy.

K. Unless otherwise stated herein or agreed in writing, neither this engagement nor engagement letter is intended for the benefit of any third party. Any party may inform us of any third party who will receive our deliverable. If we are not informed in writing by a party, we are not aware of the identity of such third parties and we do not anticipate their reliance upon our professional services or deliverable unless otherwise agreed in writing.

7. **Limitations on Liability and Indemnifications.**

A. Each party to this engagement letter other than us gives the following releases and indemnifications to us and our affiliates' partners, employees, and contractors, and each of their heirs, executors, personal representatives, successors and assigns ("Our Representatives"). We and Our Representatives are hereby released, indemnified, and held harmless, from and against any liability and costs, including related liabilities, losses, damages, costs, expenses, and attorneys' fees, resulting from or arising out of: (i) knowing misrepresentations or unintentional or unauthorized disclosures to us or Our Representatives by any party (other than us) or the officers, employees, or others acting or purporting to act on their behalf, (ii) disclosure of our work product to anyone not a party this engagement letter who we were not informed of in advance, or (iii) misdirection, interception, or failed delivery of information connected with this engagement during transmission, submission, or storage.

B. Our and Our Representatives' total aggregate liability pertaining to this engagement and engagement letter shall be limited to one (1) times the amount of our fees (excluding any reimbursable expenses) the party bringing the claim paid to us for the services in question. In no event shall we or Our Representatives be liable for indirect, incidental, consequential, special, multiple, exemplary, or punitive losses or damages—even if advised of their possible existence.

C. Satisfaction of a claim or cause of action arising from nonattest services (if any) which are part of this engagement or performed pursuant to this engagement letter shall only be sought from the limited liability partnership, Weaver and Tidwell, L.L.P. In no event will our partners, directors, employees, or agents be individually liable for any liability, damages, expenses, or losses of any nature, caused by or resulting from the engagement, engagement letter, or use of our work product. While we are entering into this engagement letter on our own behalf, this paragraph is also intended for the benefit of Our Representatives.

D. All limitations on liability and indemnifications contained herein shall apply to the fullest extent permissible by applicable laws and professional standards (including, without limitation, any applicable rules and interpretations of the AICPA, PCAOB, and SEC), regardless of the cause of action (whether contract, negligence, or otherwise), except as finally determined to have resulted solely from our fraud, gross negligence, or willful misconduct.

8. **Dispute Resolution Procedure including Jury Waiver.**

A. No claim arising out of or relating to this engagement or engagement letter shall be filed more than two (2) years after the earlier of the termination of this engagement or the date of the delivery of our work product in question, if any. This limitation applies and begins to run even if no damage or loss has been suffered, or the injured or damaged party has not become aware of the existence or possible existence of a dispute.

B. If a dispute arises out of or relates to this engagement or engagement letter, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to litigation. In such event, the parties will attempt to agree upon a location, mediator, and mediation procedures, but absent such agreement any party may require mediation in Houston, Texas, administered by the AAA under its Commercial Mediation Procedures.

C. This engagement letter and all disputes between the parties shall be governed by, resolved, and construed in accordance with the laws of the State of Texas, without regard to conflict-of-law principles. Any action arising out of or relating to this engagement or engagement letter shall only be brought in, and each party agrees to submit and consent to the exclusive jurisdiction of the federal or state courts in the State of Texas and convenience of those situated in Harris County, Texas.

D. Each party hereby irrevocably waives any right it may have to trial by jury in any proceeding arising out of or relating to this engagement or this engagement letter.

E. Whenever possible, this engagement letter shall be interpreted in such a manner as to be effective and valid under applicable laws, regulations, or published interpretation, but if any term of this engagement letter is declared illegal, unenforceable, or unconscionable, that term shall be severed or modified, and the remaining terms of the engagement letter shall remain in force. The court should in such case modify any term declared to be illegal, unenforceable, or unconscionable in a manner that will retain the intended term as closely as possible.

F. If because of a change in status or due to any other reason, any of the terms of this engagement or any contract we have now or enter into in the future with any of the other parties, would be prohibited by, or would impair our independence when required under laws, regulations or published interpretations by governmental bodies, professional organizations or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and the contract shall consist of the remaining portions.

9. **Miscellaneous.**

A. We have non-CPA owners who may provide services pertaining to this engagement.

B. We do not provide legal advice or services. If necessary, refer to appropriate legal counsel for advice or services of that nature.

C. This engagement letter sets forth all agreed upon terms and conditions of our engagement with respect to the matters covered herein and supersedes any that may have come before. This engagement letter may not be amended or modified except by further writing signed by all the parties. Any provisions of this engagement letter which expressly or by implication are intended to survive its termination or expiration will survive and continue to bind the parties. The use of electronic signatures or multiple counterparts to execute this engagement letter shall have the same force and effect as a manually or physically signed original instrument.

Report on the Firm's System of Quality Control

November 19, 2025

To the Partners of Weaver & Tidwell, L.L.P.
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Weaver & Tidwell, L.L.P. (the firm) applicable to engagements not subject to Public Company Accounting Oversight Board (PCAOB) permanent inspection in effect for the year ended May 31, 2025. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the Firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, an audit performed under FDICIA, and examinations of service organizations (SOC 1 and SOC 2 engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Weaver & Tidwell, L.L.P. applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2025, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Weaver & Tidwell, L.L.P. has received a peer review rating of *pass*.

Eide Bailly LLP

10.E. Consider a Memorandum of Understanding with the Education Service Center Region 6 for the Texas Mentorship Training

Docusign Envelope ID: 51894027-AEC2-47C8-92B8-B83B75347BC4

MEMORANDUM OF UNDERSTANDING

Between

Education Service Center Region 6 (ESC Region 6)

and

Bryan_____ **Independent School District (ISD)**

LASO Cycle 4 – PREP Mentorship Program Texas Mentorship Training (TMT)

I. PURPOSE

This MOU establishes the agreement between ESC Region 6 and Bryan_____ ISD for participation in the **Texas Mentorship Training (TMT)** in support of the LASO Cycle 4 PREP Mentorship Program authorized under HB2.

The PREP Mentorship Program provides funding for districts to:

- Provide a minimum $1,000 mentor stipend per beginning teacher.
- Enroll staff members required to complete Pathway 1 and/or Pathway 2 Texas Mentorship Training through Region 6 as an authorized training provider.
- Provide mentorship program support such as release time for mentoring activities and supplemental professional learning.

II. TERM

This agreement shall remain in effect for the 2026–2027 PREP Mentorship Program implementation cycle, including all required training sessions and reporting periods.

III. PROGRAM STRUCTURE

A. Pathway 1 – Mentoring Educators

Participants:

- Mentor teachers mentoring beginning teachers in Year 1 or Year 2
- Appropriate district/campus staff working with beginning teachers

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Training Structure:

- 24-30 hours of high-quality, competencies-aligned training
- Embedded within five in-person training sessions provided by ESC Region 6

B. Pathway 2 – District & Campus Leaders

Participants:

- District Program Manager
- Design Team members
- Appropriate school leaders

Training Structure:

- 15+ hours of competencies-aligned mentorship program design training
- Embedded within four design sessions provided by ESC Region 6

IV. RESPONSIBILITIES OF ESC REGION 6

ESC Region 6 agrees to:

1. Serve as an approved Texas Mentorship Training provider.
2. Deliver Pathway 1 and Pathway 2 training aligned to TEA competencies.
3. Provide training dates and session options as published in the ESC 6 TMT calendar.
4. Maintain attendance documentation and certificates of attendance.
5. Provide ongoing support, program manager check-ins, and office hours.
6. Communicate with the designated District Program Manager.
7. Provide invoices in alignment with the fee schedule below.

V. RESPONSIBILITIES OF Bryan _____ **ISD**

The ISD agrees to:

A. Program Commitments

1. Partner with ESC Region 6 as the approved TMT provider.
2. Appoint a District Program Manager.
3. Ensure Design Team members participate in required Pathway 2 sessions, attending each required session together.

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4. Ensure all required participants complete TMT.
5. Provide a minimum of 12 hours of release time per semester for mentoring activities.

B. Mentor Qualifications

The ISD shall ensure mentors:

- Teach in the same school as mentee (to the extent practicable).
- Teach the same subject or grade level (to the extent practicable).
- Agree to serve at least one school year.
- Have at least three complete years of teaching experience.
- Demonstrate instructional effectiveness and leadership.
- Complete required training within the same school year in which training began.

C. Funding Compliance

The ISD acknowledges:

- Districts receive $3,000 per beginning teacher assigned a mentor (up to 40).
- $1,000 per mentee must be used for mentor stipend.
- $500 per participant per pathway is required for Texas Mentorship Training.
- Remaining funds may be used for release time, travel, additional stipends, and additional training.

VI. FEE SCHEDULE

Texas Mentorship Training Fees (ESC Region 6)

Service	Cost
Pathway 1 – Mentoring Educators	$500 per participant
Pathway 2 – District & Campus Leaders	$500 per participant

Included in Training Fee:

- All required in-person sessions
- Training materials
- Program manager virtual check-ins
- Ongoing support from ESC 6 TMT Specialists
- Attendance documentation

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Not Included:

- Cost associated with release time such as substitute coverage.
- Travel expenses (if applicable)
- Mentor stipends (paid directly by district)
- Supplemental training and support provided at local level

Payment Terms:

- ESC Region 6 will invoice the district after participant count confirmation.
- Payment is due within 30 days of invoice.
- Fees are eligible expenses under PREP Mentorship funding.

VII. TERMINATION

Either party may terminate this agreement with 30 days written notice. Termination does not relieve the ISD of statutory obligations tied to PREP funding requirements, nor relieve the district of payment obligations to the ESC once TMT training has commenced.

VIII. SIGNATURES

Education Service Center Region 6
Name: Jennifer Graves, Ed.D.
Title: Director of Leadership, Learning & Accountability
Signature: _____
Date: _____

Bryan _____ **ISD**
District Representative Name: _____
Title: _____
Signature: _____
Date: _____

10.F. Consider approval of the Memorandum of Understanding with Educational Service Center Region 6 for Reading Academies

Dedicated to Serve

Updated March 2026

MEMORANDUM OF UNDERSTANDING
For ESC Region 6 June 2026 TEA Texas Reading Academies
Local Implementation with ESC 6 as Authorized Provider

RECITALS

WHEREAS, Education Service Center Region 6 (ESC Region 6) serves as an Authorized Provider to conduct Reading Academies as required by House Bill 3 (2019) (the "Reading Academies"); and

WHEREAS, the provision of Reading Academies is being regulated by the Texas Education Agency (TEA) with the cooperation of Region 11 Education Service Center; and

WHEREAS, to accomplish the outcome of every Kindergarten (K) through 3rd Grade teacher and principal of K-3 campuses receiving Reading Academy training, TEA has published guidance in the form of letters, guidelines and other sources of information to school districts and FAQ guidance to Education Service Centers; and

WHEREAS, all of the TEA provided guidelines, rules and procedures indicate three (3) options (listed below) related to districts and charter schools in meeting the assurance that by the beginning of the 2024-2025 school year all K-3rd Grade teachers and K-3 principals have successfully completed the prescribed Reading Academy:

- **Option 1: Use ESC Region 6 as the Authorized Provider, Implementation through ESC 6 Enrollment,** for the delivery of the Comprehensive Model for teachers.
  - District/Charter agrees to pay ESC Region 6 per participant at the TEA set rate of $3,000 per Comprehensive Model Participant
  - ESC Region 6 assumes the cost of providing training and delivery of services
  - District/Charter assumes any cost associated with participant completion of Reading Academies including time allowances, staff travel, and substitute costs under the Teacher Comprehensive Model

- **Option 2: Local Implementation,** in which the district/charter signs an MOU with ESC Region 6 as their Authorized Provider, then the district/charter employs staff to serve as Cohort Leaders and provides the Comprehensive Model of Reading Academies locally to participants. *Ef ective July 2023, TEA of ers Teacher Reading Academies only through the Comprehensive Model.*

  - **District/Charter pays ESC Region 6 the TEA established flat fee of $12,000 per Cohort Leader for the Comprehensive Model with no more than 60 participants per Cohort Leader with a maximum number of one (1) Cohort per Leader.** ***Additional cohort leaders incur the same fee, with the same cohort size limit.***

WHEREAS, ESC Region 6, as an Authorized Provider, will comply with all TEA guidelines, rules and procedures set forth related to Reading Academies by entering into this MOU with school districts/charters that opt to provide Reading Academy training for their K-3 teachers and K-3 Principals through Options 1 and/or 2 above; and

WHEREAS, ESC Region 6 and Bryan Independent School District (hereinafter the "District or Charter") agree that the provisions set forth in this MOU are intended to set forth the respective responsibilities of the parties regarding the provision of Reading Academies to the District or Charter;

NOW, THEREFORE, in consideration of the mutual promises and subject to terms and conditions set forth herein, the Parties hereto agree as follows:

I. Designation by District or Charter of Reading Academies Services to be Provided by ESC Region 6 The District or Charter opts for ESC Region 6 to serve as Authorized Provider and the district will provide Reading Academies locally using **Option 2**, as described above.

Please initial to acknowledge your district/charter selects Option 2.

_____Option 2, Local Implementation: Use ESC Region 6 as the Authorized Provider, and the District will employ staff to act as Cohort Leader(s) and provide the Comprehensive model of the House Bill 3 Texas Reading Academies locally to teachers and principals. (Hereinafter referred to as the "Local Implementation" or the "Second Option")

- District pays a flat fee to the Authorized Provider PER COHORT LEADER, PER COURSE TERM
  Note: All fees are set by TEA and are valid only through June 2026.
- **$12,000 per Cohort Leader for the Comprehensive Model** (no more than 60 participants per Cohort Leader with a maximum number of one (1) Cohort per Leader).
- Adding a support cohort leader to a local implementation cohort, and/or exceeding the limit of 60 participants, is subject to Authorized Provider and TEA approval, and may require the LEA to pay an additional fee.
- All Cohort Leaders must pass the required TEA Cohort Leader Screening and attend mandatory TEA Cohort Leader training prior to launching a Reading Academies Cohort.
- Fees are due upon billing.
  - The registration and enrollment period for the June 2026 cohort will be open from May 4, 2026, through July 20, 2026. Districts are responsible for ensuring that participants are enrolled before the registration and enrollment window closes. Please note that the registration and enrollment window is established by TEA.
- Local comprehensive cohorts can be launched in June 2026 under the terms of this agreement.
- Comprehensive courses must be completed within the course term and within a time frame of 4 to 11 months. (Course content cannot be completed sooner than 4 months after the launch date.)

II. Responsibilities of the Parties

For Option 2, Local Implementation, the responsibilities of the parties are as follows:

a. For ESC Region 6:

1. Communicate processes and support registration, enrollment, and administrative duties associated with Reading Academies;
2. Ensure Cohort Leader(s) employed by the district have passed the required TEA screener and completed mandatory TEA training prior to cohort launch;
3. Ensure the local implementation plan includes live session dates, makeup sessions, sufficient time for coaching sessions, and fully complies with all TEA rules and guidelines;
4. Serve as the liaison between the District and TEA on all matters related to implementation of Reading Academies;
5. Conduct program evaluation as determined by TEA;
6. Monitor and support Cohort Leaders in ensuring the quality and fidelity of Reading Academy implementation;
7. Provide logistical support and technical assistance to Cohort Leader(s); and
8. Provide printed Cohort Leader facilitator guides and participant notebooks (one guide per participant) for live sessions

b. For the District:

1. Select and employ Cohort Leader(s) who successfully complete the required TEA screening;

2. Ensure Cohort Leader(s) attend required Cohort Leader training provided by TEA and any ongoing additional support training sessions offered by TEA.

3. Submit a local implementation plan that includes live session dates, makeup sessions, sufficient time for coaching sessions, and fully complies with all TEA rules and guidelines; 4. Provide continuous communications with ESC Region 6 Reading Academies lead staff on all aspects of implementation;

5. Support participants in the registration and enrollment process, including the creation of a TEA Learn account (Canvas LMS account provided by TEA), following guidance and support from an ESC 6 Reading Academies representative;

6. Provide all required evaluation information to ESC Region 6 that may be requested by TEA;

7. Provide all TEA requested information and documentation as implementation proceeds; 8. Pay appropriate Flat Fee(s) to ESC Region 6 upon billing;

9. Ensure all Cohort Leaders attend Cohort Leader collaboration meetings provided by ESC Region 6;

10. Ensure cohort leaders submit requested documentation to ESC 6, including tracking participant completion of Reading Academies requirements and coaching sessions;

11. Ensure participant fidelity to TEA live session attendance and participation in coaching sessions;

12. Ensure all Cohort Leaders abide by the established participant limitations and are provided appropriate time for fulfilling the roles and responsibilities of a Cohort Leader as established by TEA including:

a. The leader of a Comprehensive Cohort may lead a cohort of up to 60 participants - Comprehensive Cohort Leaders may only lead one cohort at a time, which constitutes a full time role regardless of the number of participants enrolled in the cohort.

b. Comprehensive Cohort Leader Additional Duties: A comprehensive cohort leader may have other duties and/or responsibilities that do not impede their ability to fulfill Reading Academies Cohort Leader responsibilities.

c. Cohort Leaders are responsible for providing guidance and feedback on participant artifact drafts in accordance with TEA guidelines and processes for submitting draft artifacts, prior to participants submitting artifacts for grading; Cohort leaders are responsible for providing support during the revision process for participants who do not pass artifacts in accordance with TEA guidelines for resubmission. Cohort leaders are responsible for grading participant artifacts resubmitted or submitted late, in accordance with TEA guidelines and scoring processes.

13. Acknowledge that the LEA will be held responsible for all Reading Academies Metrics as assigned by TEA. If local cohorts are not meeting expected TEA metrics, ESC 6 will consult with the district to determine the root cause and determine an action plan for addressing the root cause. 14. Acknowledge that the District will be responsible for all costs associated with Reading Academies materials beyond the allowable printing as determined by Region 6 ESC and in accordance with TEA business rules;

15. The District shall appoint a Reading Academies contact person that will communicate regularly with the Region 6 ESC Reading Academies representative and support the local coordination and implementation of Reading Academies;

16. The District shall communicate Reading Academies expectations to participants and collect signed “Participant Statement of Understanding” for all participants enrolled in the course. The statement of understanding will be provided by ESC Region 6 and should be kept for local records; and

17. The District shall ensure participants are able to complete the entirety of the Reading Academies content within the course time period, unless one of the following exceptions arises: Resignation, Retirement, Termination, Reassignment outside of K-3, FMLA, or another extreme circumstance deemed appropriate by TEA.

18. The District shall be solely responsible for complying with all TEA House Bill 2 (HB2) stipend requirements, including but not limited to stipend eligibility verification, disbursement of funds, documentation, record keeping, and maintenance of all required compliance records.

III. TERM OF AGREEMENT

This Agreement shall be effective on May 1, 2026, and terminate, except as provided herein, on June 30, 2027, unless sooner terminated upon 30 days prior written notice by either party or upon completion of all training by ESC Region 6 of the District/Charter's personnel (the "Term"). Upon termination hereof, each party agrees to cooperate with the other to fulfill any action required by TEA in its regulation of Reading Academies.

IV. FEES

Texas Reading Academies fees have been set by TEA as reflected in Section I of this MOU and will be assessed and collected by ESC Region 6 as established by TEA.

V. ADDITIONAL TERMS AND CONDITIONS.

1) Cohort and Participant Completion Specifics:

a) The registration and enrollment period for the June 2026 cohort will be open from May 4, 2026, through July 20, 2026. Districts are responsible for ensuring that participants are enrolled before the registration and enrollment window closes. Please note that the registration and enrollment window is established by TEA.

b) Cohort participants failing to comply with requirements with no local plan in place for support may be removed from the Cohort at the discretion of Region 6 ESC and will be required to register and pay for another future Cohort;

c) Cohort participants that do not successfully complete Reading Academies according to TEA requirements will not fulfill House Bill 3 Reading Academies mandate and must register and pay for a future cohort in accordance with TEA guidelines:

d) Once a participant begins coursework, they will not be unenrolled from the course regardless of employment status unless removal is requested by the participant, or if the participant is inactive in the course with no communication with the cohort leader or ESC 6; and

e) It is the responsibility of the LEA to put in place a local policy regarding responsibility of Reading Academies fees in the event a participant does not complete Reading Academies successfully, or moves to another LEA after enrollment.

2) **Assignments.** Neither Party may assign this Agreement without the prior written consent of the other. 3) **Entire Agreement**. This Agreement contains all of the agreement between the Parties with respect to the matters contained herein and no prior agreement or understanding pertaining to any such matters shall be effective for any purpose.

4) **Independent Contractor Status**. Each party and its people are independent contractors in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties.

5) **Third Party Beneficiaries**. Nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement.

6) **Governing Law**. This Agreement shall be governed, construed, and enforced according to the laws of the State of Texas, without giving effect to principles of conflicts of laws, and the Parties agree to resolve any dispute in the state and federal courts having jurisdiction in Walker County, Texas.

7) **Notices**. Notices sent to either party shall be effective when delivered in person or transmitted by fax machine or other official written communication; one (1) day after being sent by overnight courier; or two (2) days after being sent by first class mail postage prepaid, to the address or fax number, as the case may be, set forth in this Agreement. A facsimile of this Agreement and notices generated in good form by a fax machine (as well as a photocopy thereof) shall be treated as "original" documents admissible into evidence unless a document's authenticity is genuinely placed in question.

8) **Counterparts**. This Agreement and any amendment or supplement to this Agreement may be executed in two or more counterparts, each of which will constitute an original but all of which will together constitute a single instrument. Transmission by facsimile of an executed counterpart signature page hereof by a party hereto shall constitute due execution and delivery of this Agreement by such party.

9) **Sovereign Immunity.** Nothing in this Agreement shall be deemed to waive the sovereign immunity of ESC Region 6, of the staff and employees of ESC Region 6, or of the District

10) **Dispute Resolution.** The Executive Director of ESC Region 6 or his/her designee and the authorized agent of the District shall resolve disputes that develop under this Agreement.
11) **Amendments.** This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by each of the Parties

IV. ACKNOWLEDGEMENTS

Please initial to indicate your district has been provided with information and/or support from ESC 6 regarding the following:

_____Selecting pathways for meeting the HB 3 Texas Reading Academies mandate for K-3 teachers and principals by the deadline (Comprehensive ELAR, Comprehensive Biliteracy, or STR content)

_____ Guidelines for designing comprehensive live session schedules and coaching schedules in accordance with TEA requirements

_____A Participant Statement of Understanding, provided by ESC 6, to be collected and kept at the local level

_____ The local Cohort Leader will provide the District with a copy of the TEA Cohort Leader Agreement and Roles and Responsibilities update upon completion of the Cohort Leader training, provided by TEA, as a reference for determining job duties and responsibilities

_____ 25-26 Guidebook and Business Rules for Local Implementation has been provided

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the Parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives.

The individuals signing below are authorized to do so by the respective Parties to this Agreement. FOR

AND ON BEHALF OF THE DISTRICT/CHARTER FOR AND ON BEHALF OF ESC REGION 6

By: _____ By: _____ LEA Authorized Signature ESC 6 Authorized Signature
Superintendent_____ Jason, Jeitz, Associate Executive Director Title

_____ _____ Date Date

_____ _____ LEA Reading Academies Contact Person Dr. Jennifer Graves, Component Director

_____ _____ Title of Reading Academies Contact ESC 6 Reading Academies Contact Person Jennifer Wright, Reading Academies Project Manager

_____ 3332 Montgomery Rd_____ Street Address Street Address

_____ Huntsville TX 77340 City, State Zip City, State Zip

_____ 936-435-8225_____ Contact's Telephone Number Reading Academies Contact's Telephone Number

5

11. **Action Items**

11.A. Consider updates to Board Policy EIE (Local) Academic Achievement Retention and Promotion

Curriculum Mastery Promotion and course credit shall be based on mastery of the curriculum. Expectations and standards for promotion shall be established for each grade level, content area, and course and shall be coordinated with compensatory, intensive, and/or accelerated services. [See EHBC] The District shall comply with applicable state and federal requirements when determining methods for students with disabilities [see FB] or students who are English language learners [see EHBE and EKBA] to demonstrate mastery of the curriculum.

Students Receiving Special Education Services: Any modified promotion standards for a student receiving special education services shall be determined by the student's admission, review, and dismissal (ARD) committee and documented in the student's individualized education program (IEP). [See EHBA series and EKB]

Standards for Mastery In addition to the factors in law that must be considered for promotion, mastery shall be determined as follows:

1. Course assignments and unit evaluations shall be used to determine student grades in a subject. An average of 70 or above on a scale of 100 based on course-level, grade-level standards (essential knowledge and skills) shall be considered a passing grade.

2. Mastery of the skills necessary for success at the next level shall be validated by assessments that may either be incorporated into unit or final exams or may be administered separately. Mastery of at least 70 percent of the objectives shall be required.

Kindergarten – 1: In kindergarten - 1st grade, promotion to the next grade level shall be based on mastery of at least 70 percent of the skills listed on the standards-based report card.

Grades 2~~1~~-4: In grades 2~~1~~-4, promotion to the next grade level shall be based on an overall average of 70 or above for all subject areas and a grade of 70 or above in English language arts/reading (ELAR), mathematics, science, and social studies.

Grades 5-8: In grades 5-8, promotion to the next grade level shall be based on an overall average of 70 or above for all subject areas and a grade of 70 or above in English language arts (ELA), mathematics, science, and social studies.

Alternate Promotion Criteria: When students in grades 1-8 do not meet the promotion criteria as noted above, the District shall consider final grade placement in accordance with the following: student academic performance, standardized assessments, permanent records, and pertinent student information.

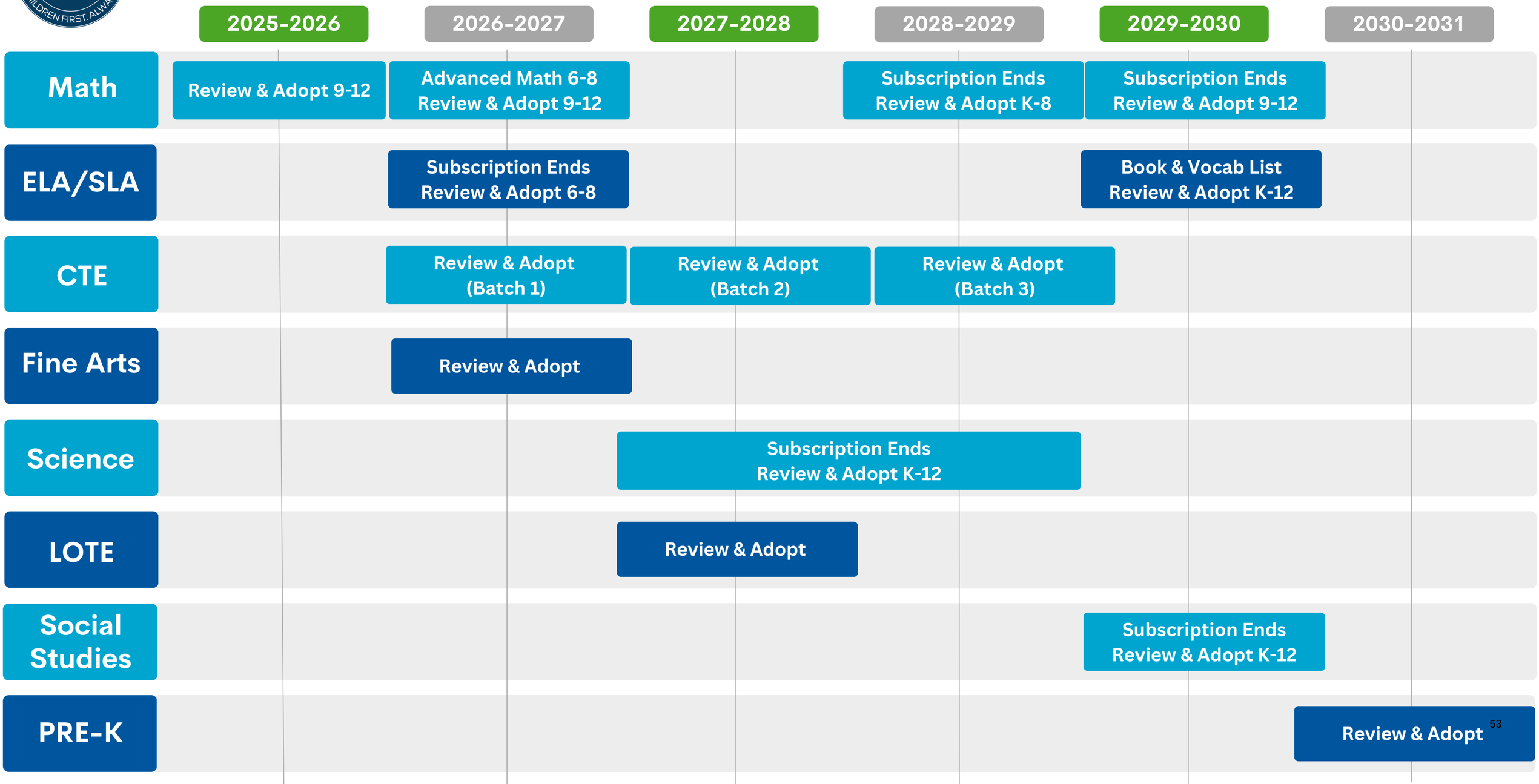
Grades 9-12: Grade-level advancement for students in grades 9-12 shall be earned by course credits. [See EI]

11.B. Discuss and consider approval of Instructional Materials for High School Mathematics

Instructional Materials Review & Approval

HIGH SCHOOL MATHEMATICS

Instructional Materials Cycle of Review & Possible Adoption



SBOE Multi-Year Plan for Reviews

Cycle 2024 Materials in classrooms SY 2025-26	Cycle 2025 Materials in classrooms SY 2026-27	Cycle 2026 Materials in classrooms SY 2027-28	Cycle 2027 Materials in classrooms SY 2028-29	Cycle 2028 Materials in classrooms SY 2029-30	Cycle 2029 Materials in classrooms SY 2030-31	Cycle 2030 Materials in classrooms SY 2031-32	Cycle 2031 Materials in classrooms SY 2032-33
Foundation Subjects • Math K–12 • ELAR K–5 • SLAR K–5	**Foundation Subjects** • Math K–12 • ELAR K–5 • SLAR K–5	**Foundation Subjects** • Math K–12 • Math Adv • ELAR K–5 • SLAR K–5	**Foundation Subjects** • Math K–12 • Math Adv • ELAR K–5 • SLAR K–5	**Foundation Subjects** • Math K–12 • Math Advanced • ELAR K–5 • SLAR K–5	**Foundation Subjects** • Math K–12 • Math Advanced • ELAR K–12 • SLAR K–6 • Science K–12 • Social Studies K–12	**Foundation Subjects** • Math K–12 • Math Advanced • ELAR K–12 • SLAR K–6 • Science K–12 • Social Studies K–12 • Prekindergarten	**Foundation Subjects** • Math K–12 • Math Advanced • ELAR K–12 • SLAR K–6 • Science K–12 • Social Studies K–12 • Prekindergarten
	• Math Supplemental	• Math Supplemental • RLA Supplemental	• Math Supplemental • RLA Supplemental	• Math Supplemental • RLA Supplemental	• Math Supplemental • RLA Supplemental	• Math Supplemental • RLA Supplemental	• Math Supplemental • RLA Supplemental
		Enrichment Subjects • Positive Character Traits • Fine Arts • CTE (Batch 1)	**Enrichment Subjects** • Positive Character Traits • Fine Arts • CTE (Batch 1) • CTE (Batch 2) • Languages Other Than English (LOTE)	**Enrichment Subjects** • Positive Character Traits • Fine Arts • CTE (Batch 1) • CTE (Batch 2) • CTE (Batch 3) • Languages Other Than English (LOTE) • Religious Literature	**Enrichment Subjects** • Positive Character Traits • Fine Arts • CTE (Batch 1) • CTE (Batch 2) • CTE (Batch 3) • Languages Other Than English (LOTE) • Religious Literature	**Enrichment Subjects** • Positive Character Traits • Fine Arts • CTE (Batch 1) • CTE (Batch 2) • CTE (Batch 3) • Languages Other Than English (LOTE) • Religious Literature	**Enrichment Subjects** • Positive Character Traits • Fine Arts • CTE (Batch 1) • CTE (Batch 2) • CTE (Batch 3) • Languages Other Than English (LOTE) • Religious Literature • Health • Physical Education

Each year IMRA reviews will cumulatively expand to include more courses and categories of instructional materials.

Instructional Materials and Technology Allotment (IMTA)

What is the IMTA?

- Established by the 82nd Legislature in 2011
- Funding set aside by the SBOE out of the available school fund

What can the IMTA fund?

- Instructional Materials
- Technology Equipment
- Related Software Systems

Funding and New Entitlements

Instructional Materials and Technology Allotment (IMTA)

$2,354,085

Biennium Funding

- Funding per student
- Additional for EB
- 80% available in year 1
- Biennium: $2,829,398

+

Approved Instructional Materials Entitlement

$1,475,280

Annual Funding

- $40 per student per year for approved materials
- Accumulates

+

State-Developed Open Educational Resources (OER) Entitlement

$288,800

Annual Funding

- $20 per student per year for OER
- Expires Annually
- Requires TEA Approved Transition Plan

Adoption Process

1 Instructional Materials Committee

Members recommended by campus administration. All campuses and grade levels are represented.

2 Develop Selection Rubrics

Committee reviews and edits selection rubrics to evaluate the instructional materials

3 Teacher Review

Digital access to adoptable HQIM materials are provided to each campus so all teachers can participate in the review and provide input to the committee.

4 Public Preview

Access to adoptable HQIM material was provided for public review.

5 Top Publishers

After reviewing all feedback, the committee determines the top selections to attend a Publisher Showcase.

6 Publisher Showcase

All teachers of that subject/grade were invited to attend the Publisher Showcase on February 17th-19th, 2026. Attendees completed the evaluation rubric and ranked the selections.

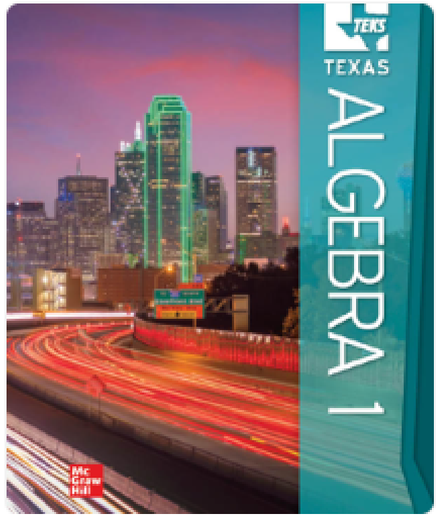
7 Selection Recommendation

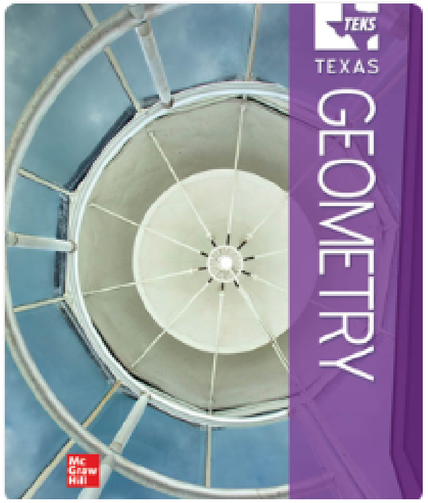
Based on teacher feedback and rankings, the administration recommends the following resources in accordance with Board Policy EFA Local.

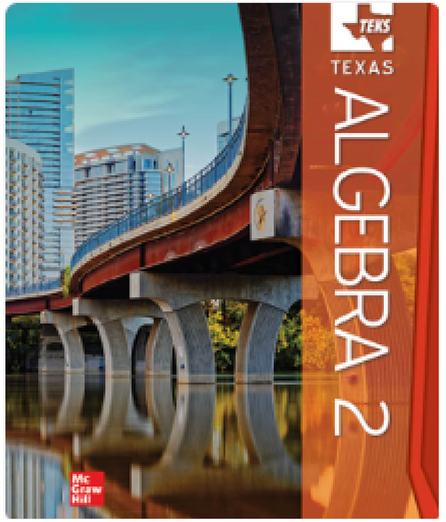
High School Math Recommendation
Algebra I, Algebra II, Geometry

McGraw-Hill

- 100% of TEKS included
- English and Spanish
- Materials include:
  - scope and sequence outlining TEKS taught,
  - overviews providing background knowledge and academic vocabulary, and
  - daily lesson plans
- College readiness support
- Teacher supports include guidance for:
  - the internalization of lesson plans
  - differentiated instruction
- Allows the publisher to adjust content in response to state-level changes.
- Digital materials allow for teacher customization to meet classroom needs.



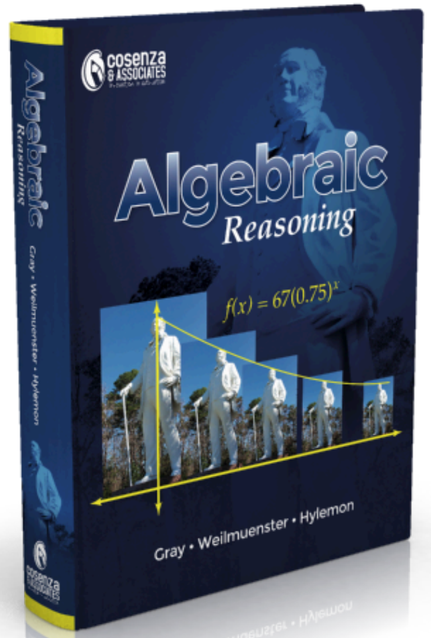




High School Math Recommendation
Algebraic Reasoning

Cosenza

- 100% TEKS included
- Materials include:
  - scope and sequence outlining TEKS taught
  - overviews providing background knowledge and academic vocabulary
  - daily lesson plans
- Algebra 1 EOC intervention and support provided
- Teacher supports include guidance for:
  - the internalization of lesson plans
  - guidance for differentiated instruction
- Allows the publisher to adjust content in response to state-level changes
- Digital materials allow for teacher customization to meet classroom needs

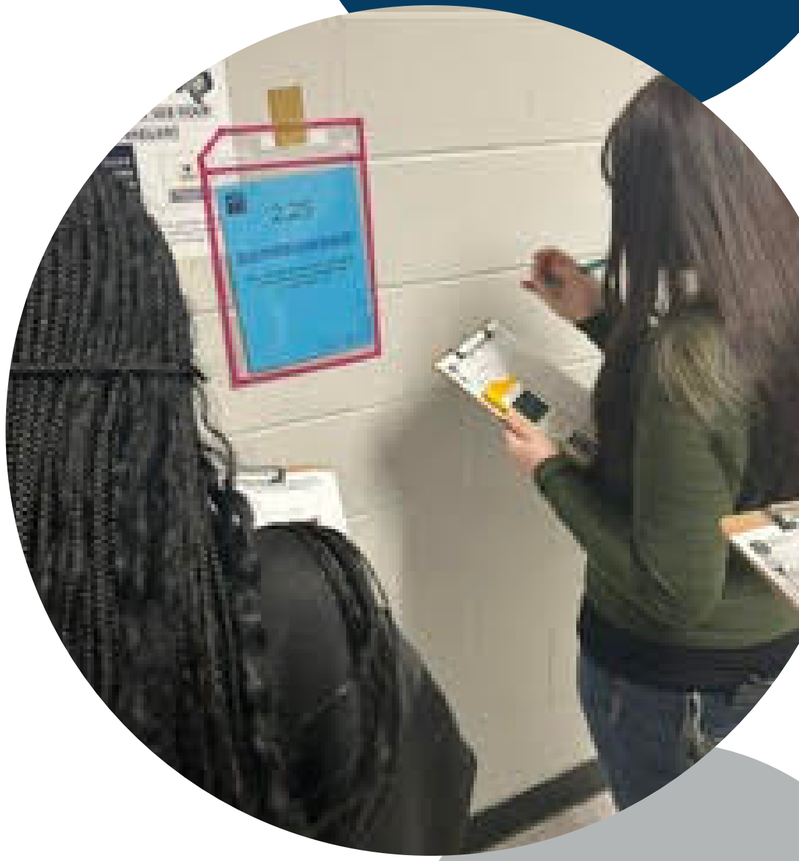


cosenza & ASSOCIATES
innovation in education

Next Steps

Pending Board Approval

- Complete the Certification of Provision of Instructional Materials
- Finalize and order materials through TEA's Educational Materials System (EMAT)
  - Funding comes directly from the State
  - Recommendation: 4 years with an approximate cost of $390,000
- Anticipate materials arriving during the summer for rollout in August 2026.



Instructional Materials Review & Approval

HIGH SCHOOL MATHEMATICS

BRYAN ISD
CHILDREN FIRST. ALWAYS.

To: **BISD Board of Trustees**

From: **JoLyn Bricker, Director of Curriculum & Instruction**

Date: **April 20, 2026**

Subject: **IMRA 2025 Cycle of SBOE-Approved Instructional Materials Recommendations for Mathematics**

The 2025 Instructional Materials Review and Approval committee reviewed High-Quality Instructional Materials (HQIM) for High School Mathematics. The Bryan ISD instructional materials committee recommends that the Bryan ISD Board of Trustees approve the ordering of the following HQIM products: Mc-Graw Hill for Algebra I, Geometry, and Algebra II; and Cosenza & Associates for Algebraic Reasoning. The materials approved will be used in schools beginning in the 2026-2027 school year.

The process followed by district professionals, the official recommendation of the Instructional Materials Adoption Committee, and a list of Bryan ISD's IMRA 2025 High-Quality Instructional Materials Committee for High School Mathematics are outlined below.

IMRA 2025 High-Quality Instructional Materials Committee for High School Mathematics:

Committee Leads:
Jana Wenzel, Asst. Director of Instructional Support
Lauren Wooldridge, 7-12 Math Coordinator
Angela Wells, Instructional Materials Manager

High School Math Committee Representatives:
Susan Ballew, Kyle Kasper, Jinyuan Liu, Maegan Miller, Suzette Mireles, Alan Ponce, Nathan Rollins, Reagan Sutton, Ashley Thomasson, Lori Thornton, and Jacqueline Waters

Bryan ISD Instructional Materials Selection Process:

1. Instructional Materials committees were formed based on recommendations and approval from campus administrators. Committee members represented each campus and grade level.
2. Instructional Materials committees reviewed and revised the Instructional Materials rubric.
3. All teachers were asked to review resources on campuses and collaborate with team members to carefully consider each product. Teachers were able to provide input to their campus Instructional Materials representative.
4. All resources being considered for selection were made available for the public to preview and provide comments if desired. The advertisement for this preview was communicated on the Bryan ISD Website.
5. Instructional Materials committees provided individual input via the Instructional Materials rubrics to nominate

the top Instructional Materials adoption publishers. These publishers were invited to attend a Publisher Showcase.

6. All High School Mathematics teachers were invited to attend a Publisher Showcase on February 17th, 18th, and 19th and completed a rubric based on the materials presented. The votes from the teachers were tallied to rank the publishers in order of preference.
7. If necessary, an additional teacher vote would be used as a tie-breaker.
8. A recommendation for the selected resources will be made to the BISD Board of Trustees in accordance with Board Policy, EFA Local on Monday, April 20, 2026.

Bryan ISD IMRA 2025 Purchase Recommendation: High School Mathematics

Subject Area	Course	Recommended Publisher and Resource	Rationale for Recommendation
Mathematics	Algebra I, Geometry, Algebra II	McGraw-Hill	● 100% of Content and Process TEKS for Math are included in the instructional materials/resources. ● Materials from this publisher provide a High School solution to allow for instructional continuity. ● Materials available in English and Spanish. ● Materials include scope and sequence outlining TEKS taught, overviews providing background knowledge, and academic vocabulary. daily lesson plans with lesson overview, key lesson components, materials lists, and extended practice materials. ● Materials include support for college readiness including SAT, ACT, and TSIA2 instructional and practice. ● The resource includes digital components for student practice anywhere and anytime. ● Teacher supports include guidance for the internalization of lesson plans as well as guidance for differentiated instruction, activities, and scaffolded lessons for non-proficient students, and extension/enrichment for proficient students. ● Materials are provided in a format that allows the publisher to adjust content in response to state-level changes. ● Digital materials allow for teacher customization to meet classroom needs.
Mathematics	Algebraic Reasoning	Cosenza & Associates	● 100% of Content and Process TEKS for Math are included in the instructional materials/resources. ● Materials include scope and sequence outlining TEKS taught, overviews providing background knowledge, and academic vocabulary. daily lesson plans with lesson overview, key lesson components, materials lists, and extended practice materials. ● Materials include support for Algebra 1 EOC intervention and support. ● The resource includes digital components for student practice anywhere and anytime. ● Teacher supports include guidance for the internalization of lesson plans as well as guidance for differentiated instruction, activities, and scaffolded lessons for non-proficient students, and extension/enrichment for proficient students.

			● Materials are provided in a format that allows the publisher to adjust content in response to state-level changes. ● Digital materials allow for teacher customization to meet classroom needs.

PREWORK FORM

Texas Education Agency

Certification of Provision of Instructional Materials Survey 2026–27

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Survey Prework Form

2026–27 Certification of Provision of Instructional Materials

In accordance with Texas Education Code (TEC) §31.1011 local school systems are required to annually certify to the State Board of Education (SBOE) and TEA commissioner that students have access to instructional materials covering all Texas Essential Knowledge and Skills (TEKS) for all required subjects, except physical education.

Additionally, school systems are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under the (i) the Children's Internet Protection Act (Pub. L. No. 106-554); (ii) TEC, Section 28.0022; (iii) Section 43.22, Penal Code; and (iv) any other law or regulation that protects students from obscene or harmful content. The Certification 2026–27 Survey includes a section for school systems to certify they meet this requirement.

TEA utilizes the following tools for the Certification of Provision of Instructional Materials process:

- **Certification 2026–27 Prework Form:** The prework form is a fillable and printable PDF intended to mirror the online survey and provide guidance for successful survey completion. The prework form should be completed offline and presented to the board of trustees or governing body for ratification and signatures.
- **Certification 2026–27 Survey:** The survey is a web-based application where school systems will submit the responses collected on the Certification 2026–27 Prework Form and upload the signature page.
    - The Certification 2026–27 Survey will be open for submissions beginning **Tuesday, February 17, 2026.**

The 2026–27 Certification of Provision of Instructional Materials process requires:

- The completion of the Certification 2026–27 Prework Form,
- Ratification by the local school system's board of trustees or governing body in an open, public-noticed meeting, and
- Submission of the Certification 2026–27 Survey and upload the last page of the ratified Certification 2026–27 Prework Form.

TEA recommends that local school systems complete the prework form and survey by **May 1, 2026**. The prework form and survey can be found on the Certification of Provision of Instructional Materials web page.

The state online instructional materials ordering system, EMAT, will close for annual maintenance on March 31, 2026, and is scheduled to reopen on May 15, 2026. Completion of the Certification process **is required** to regain access to allotment funds when EMAT reopens.

Certification 2026–27 Survey submissions received after May 15, 2026, are typically processed within five business days of receipt, and access to allotment funds in EMAT will follow.

Certification of Provision of Instructional Materials Process Steps

1. **Review the Certification 2026–27 Prework Form**: Print the fillable Certification 2026–27 Prework Form on the Certification of Provision of Instructional Materials web page.
2. **Gather information**: The form may require consultation with content area leaders or other local school system staff.
3. **Complete Certification 2026–27 Prework Form**: Complete the prework form by hand or digitally.
4. **Schedule and obtain needed signatures**: Coordinate placement of the Certification 2026–27 Prework Form on the agenda of an open, publicly noticed board meeting and secure formal ratification by the local school system's board of trustees or governing body.
5. **Submit Certification 2026–27 Survey**: Complete the online Certification 2026–27 Survey by answering the questions. Inside the survey, upload the last page of the signed and ratified Certification 2026–27 Prework Form from step 4.

The survey will be open for submissions beginning Tuesday, February 17, 2026, and will be located on the Certification of Provision of Instructional Materials web page.

Additional Supports

For the Certification of Provision of Instructional Materials process, local school systems are highly encouraged to:

- View detailed Instructional Materials Review and Approval (IMRA) reports for all instructional materials reviewed through the IMRA process at im.tea.texas.gov.
- Refer to the IMRA List of SBOE-Approved Instructional Materials and SBOE-Rejected Instructional Materials.
- Attend the TEA webinar about the Certification of Provision of Instructional Materials process for 2026–27 on **Tuesday, February 17th, at 11:00 a.m. CST**. Registration is required.
- Attend TEA office hours to get help and support with the Certification of Provision of Instructional Materials process; registration is required.
    - Monday, March 2nd, at 11:00 a.m. CST | Register on Zoom
    - Thursday, March 5th, at 11:00 a.m. CST. | Register on Zoom
- View the Certification of Provision of Instructional Materials Resource List | 2026–27
- Request a copy of the previous year's submission (if needed) by submitting a Help Desk Ticket.

For questions about the Certification of Provision 2026–27 Prework Form, survey, or process, please submit a Help Desk ticket.

Terminology

- **Scope and Sequence**: A document that provides a brief outline of the standards and a recommended teaching order for a particular course/grade-level over the course of a school year.

- **Full-subject materials** (often referred to as Tier one or core materials): instructional material designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

- **Supplemental materials:** Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

- **SBOE-Approved Instructional Materials**: SBOE-approved instructional materials are any materials that go through the IMRA process and receive approval by the SBOE. In Texas, SBOE-approved instructional materials are considered HQIM and qualify for the SBOE-Approved Instructional Materials Entitlement as outlined in Section 48.307.

- **State-Adopted Instructional Materials**: state-adopted instructional materials were reviewed and adopted in the preceding Proclamation process. These materials have not been reviewed in the IMRA process, are not considered HQIM (per the Texas definition), and are not eligible for additional HB 1605 funding entitlements.

Qualtrics Survey and Prework Form Guidance

Please note that the format of the Certification 2026–27 Prework Form **will not** match the appearance of the official Certification 2026–27 Qualtrics Survey. While the **questions are identical**, this form uses **open-ended text boxes** for responses. In the survey, the questions will be presented with **drop-down menus** containing predefined answer choices.

To help support completion of the Certification 2026–27 Prework Form accurately—and to ensure responses align with the options that will appear in the survey—an additional resource is provided. The Certification of Provision of Instructional Materials Resource List provides all the instructional materials that will appear in the survey's questions with drop-down menus.

Please ensure the naming convention for the products you list on this form mirrors the naming convention on the resource list (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align with the predefined answer choices provided on the survey drop-down menus.

If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, you will be asked to manually enter the publisher and product name(s).

It is highly recommended to refer to this resource while completing this prework form.

Instructional Materials Procurement Reminder

Beginning in the 2026–27 school year, local school systems may not locally adopt, use, or spend any funds to procure materials placed on the list of SBOE-Rejected Instructional Materials (TEC, §§31.024 and 31.106).

Certification 2026–27 Survey Questions

Background Information

QUESTION 1.0:
Name of person completing this form:

JoLyn Bricker

QUESTION 1.1:
Your email address:

jolyn.bricker@bryanisd.org

QUESTION 1.2:
Select the role that best describes your position at your district or charter: [Single Select]

- ☐ Instructional Materials Coordinator
- ■ Curriculum Director
- ☐ Principal
- ☐ Administrative Assistant
- ☐ Superintendent
- ☐ Other

Local School System Information

Please note: The information provided will be publicly accessible. Only school-related details should be entered in the fields below (e.g., use work-related email addresses).

QUESTION 2.0:
Region #

Region 06

QUESTION 2.1:
School system name and number

Bryan ISD 021902

QUESTION 2.2:
Name of superintendent

Ginger Carrabine

QUESTION 2.3:
Email address of the superintendent

ginger.carrabine@bryanisd.org

QUESTION 2.4:
Name of the school board president or officer of the governing body

Joel Bryan

QUESTION 2.5:
Email address of the school board president or officer of the governing body

joel.bryan@bryanisd.org

QUESTION 2.6:
Date of the local board of trustees or governing body meeting at which the certification prework form was presented and approved?

April 6, 2026

Reading Language Arts Certification

Scope and Sequence: All Grade Levels RLA

QUESTION 3.0:
Are instructional materials for English RLA and phonics managed at the local school system level and generally consistent across classrooms within the same grade level?

■ Yes
☐ No

English Reading Language Arts K–5 TEKS Coverage Certification

QUESTION 4.0:
For school year 2026–27, will your local school system provide materials to cover 100% of the **English RLA TEKS grades K–5?** (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials.) [Single Select]

■ Yes
☐ No

English Reading Language Arts K–5 Instructional Materials

QUESTION 5.0:
Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your district will use regularly (once a week or more, on average) for **English RLA and/or Phonics grades K–5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.
Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the resource list (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

English RLA and/or Phonics grades K–5 full-subject and/or supplemental publisher(s)/ product(s) used:

Houghton Mifflin Harcourt; Texas Houghton Mifflin Harcourt Into Reading, Grades K - 5
Local School System Created Material
Reading Horizons; Discovery (K-3)

QUESTION 5.1:
(If above answer includes SBOE-Approved Bluebonnet Learning instructional materials):

What is the estimated unique count of students in your local school system that are using Bluebonnet Learning Reading Language Arts, Edition 1 (grades K–5) in their classroom on a regular basis?

0

QUESTION 5.2:
(If above answer includes SBOE-Approved Bluebonnet Learning instructional materials):

What is the estimated unique count of students in your local school system that are using Bluebonnet Learning Foundational Skills, Edition 1 (grades K–3) in their classroom on a regular basis?

0

Spanish Reading Language Arts K–5 TEKS Coverage Certification

QUESTION 6.0:
For school year 2026–27, will your local school system provide materials to cover 100% of the **Spanish RLA TEKS grades K–5**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials) [Single select]

■ Yes

☐ No

Spanish Reading Language Arts K–5 Instructional Materials

QUESTION 7.0:
Share the **full subject and/or supplemental** publisher(s)/product(s) that teachers in your district will use regularly (once a week or more, on average) for **Spanish RLA and/or Phonics grades K–5** instruction to ensure coverage of 100% of the TEKS. [Single select for each grade band]

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the resource list (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

Spanish RLA and/or Phonics grades K–5 full-subject and/or supplemental publisher(s)/product(s) used:

Houghton Mifflin Harcourt; Texas Houghton Mifflin Harcourt ¡Arriba la lectura! Grades K-5
Local School System Created Material
Pacific Learning; El Camino Al Exito (K-3)
Pacific Learning; El Proximo Paso Al Exito (K-3)

QUESTION 7.1:
(If above answer includes Aprendizaje Bluebonnet instructional materials):

What is the estimated unique count of students in your local school system that are using Aprendizaje Bluebonnet Artes del lenguaje y lectura, (grados K–5) in their classroom on a regular basis?

0

QUESTION 7.2:
What is the estimated unique count of students in your local school system that are using Aprendizaje Bluebonnet Destrezas fundamentales, (grados K–3) in their classroom on a regular basis?

0

English Reading Language Arts (RLA) 6–8 TEKS Coverage Certification

QUESTION 8.0:
For school year 2026–27, will your local school system provide materials to cover 100% of the **English RLA TEKS grades 6–8**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials) [Single select]

■ Yes
☐ No

English Reading Language Arts (RLA) 6–8 Instructional Materials

QUESTION 9.0:
Share the **full subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system will use regularly (once a week or more, on average) for **English RLA grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the resource list (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

English RLA grades 6–8 full-subject and/or supplemental publisher(s)/ product(s) used:

Savvas Learning LLC. (formerly Pearson Education); myPerspectives Texas English Language Arts Grades 6-8
The College Board; SpringBoard English Language Arts Grades 6-8 2020 Texas Edition
Local School System Created Material

English Reading Language Arts (RLA) 9–12 TEKS Coverage Certification

QUESTION 10.0:
For school year 2026–27, will your local school system provide materials to cover 100% of the **English RLA TEKS grades 9–12**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials.

☑ Yes
☐ No

English Reading Language Arts (RLA) 9–12 Instructional Materials

QUESTION 11.0:
Are the **full-subject and/or supplemental** publisher(s)/product(s)that teachers in your local school system will use regularly (once a week or more, on average) for **English RLA grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the resource list (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

English RLA grades 9–12 full-subject and/or supplemental publisher(s)/product(s) used:

Houghton Mifflin Harcourt; HMH Into Literature Texas Grade 9-12 (English I-IV)
The College Board; SpringBoard English Language Arts English I 2021 Texas Edition (English I-IV)
Local School System Created Material

Mathematics Certification

Scope and Sequence: All Grade Levels Mathematics

QUESTION 12.0:
Are instructional materials for mathematics managed at the school system-level and generally consistent across classrooms within the same grade level?

■ Yes
☐ No

Mathematics K–5 TEKS Coverage Certification

QUESTION 13.0:
For school year 2026–27, will your local school system provide materials to cover 100% of the **mathematics TEKS grades K–5**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials). [Single Select]

■ Yes
☐ No

Mathematics K–5 Instructional Materials

QUESTION 14.0:
Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system will use regularly (once a week or more, on average) for **mathematics grades K–5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.
Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the resource list (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

Mathematics grades K–5 full-subject and/or supplemental publisher(s)/product(s) used:

Accelerate Learning; STEMscopes Texas Math - Kindergarten - Grade 5 (1 year online)
Accelerate Learning; STEMscopes Texas Math – Kindergarten - Grade 5 Spanish (1 year online)
Edgenuity Inc; Imagine Learning Math
Local School System Created Material

QUESTION 14.1:
(If above answers include Bluebonnet Learning instructional materials):

What is the estimated unique count of students in your local school system that are using Bluebonnet Learning, Edition 1 (grades K–5) in their classroom on a regular basis?

0

Mathematics 6–8 TEKS Coverage Certification

QUESTION 15.0
For school year 2026–27, will your local school system provide materials to cover 100% of the **mathematics TEKS grades 6–8**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials). [Single Select]

■ Yes
☐ No

Mathematics 6–8 Instructional Materials

QUESTION 16.0:
Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system or charter will regularly use (once a week or more, on average) for **mathematics grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the resource list (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

Mathematics grades 6–8 full-subject and/or supplemental publisher(s)/product(s) used:

Accelerate Learning; STEMscopes Texas Math - Grades 6-8 (1 year online) Accelerate Learning; STEMscopes Texas Math - Algebra I (1 year online) Edgenuity Inc; Imagine Learning Math Local School System Created Material

QUESTION 16.0B:
(If above answers include Bluebonnet Learning instructional materials instructional materials):

What is the estimated unique count of students in your local school system that are using Bluebonnet Learning Secondary Mathematics, Edition 1 (grades 6–8, Algebra I) in their classroom on a regular basis?

0

Advanced Mathematics 6–8 Instructional Materials

QUESTION 17.0:
Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system or charter will regularly use (once a week or more, on average) for **advanced mathematics grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the resource list (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

Advanced Mathematics grades 6–8 full-subject and/or supplemental publisher(s)/ product(s) used:

The College Board - SpringBoard; SpringBoard® Mathematics Algebra 1 (Advanced Quantitative Reasoning)
Accelerate Learning; STEMscopes Texas Math - Grades 6-8 (1 year online)
Edgenuity Inc; Imagine Learning Math
Progress Learning LLC; Progress Learning 7th Grade Mathematics (TEKS)
Progress Learning LLC Progress Learning 8th Grade Mathematics (TEKS)
Progress Learning LLC; Progress Learning Algebra I EOC (TEKS)
Local School System Created Material

Mathematics 9–12 TEKS Coverage Certification

QUESTION 18.0:
For school year 2026–27, will your local school system provide materials to cover 100% of the **mathematics TEKS grades 9–12**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials). [Single Select]

■ Yes
☐ No

Mathematics 9–12 Instructional Materials

QUESTION 19.0:
Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system or charter will regularly use (once a week or more, on average) for **mathematics grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.
Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the resource list (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

Mathematics grades 9–12 full-subject and/or supplemental publisher(s)/product(s) used:

McGraw Hill LLC; Texas Algebra 1; McGraw Hill LLC; ALEKS Algebra I
McGraw Hill LLC; Texas Algebra 2; McGraw Hill LLC; ALEKS Algebra II
McGraw Hill LLC; Texas Geometry, McGraw Hill LLC; ALEKS Geometry
Cosenza & Associates, LLC; Algebraic Reasoning
The College Board - SpringBoard; SpringBoard® Mathematics Algebra 1 (Advanced Quantitative Reasoning)
The College Board - SpringBoard; SpringBoard® Mathematics Algebra 2 (Algebra II)
The College Board - SpringBoard; SpringBoard® Mathematics Geometry (Geometry)
The College Board - SpringBoard; SpringBoard® Mathematics Precalculus (Precalculus)
Progress Learning LLC; Progress Learning Algebra I (TEKS)
Progress Learning LLC; Progress Learning Algebra II (TEKS)
Progress Learning LLC; Progress Learning Geometry (TEKS),
Local School System Created Material

Social Studies Certification

Scope and Sequence: All Grade Levels Social Studies

QUESTION 20.0:
Are instructional materials for social studies managed at the school system level and generally consistent across classrooms within the same grade level?

■ Yes
☐ No

Social Studies K–5 TEKS Coverage Certification

QUESTION 21.0:
For school year 2026–27, will your local school system provide materials to cover 100% of the **social studies TEKS grades K–5**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials)

■ Yes
☐ No

Social Studies K–5 Instructional Materials

QUESTION 22.0:
Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system or charter will regularly use (once a week or more, on average) for **social studies grades K–5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the resource list (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

Social Studies grades K–5 full-subject and/or supplemental publisher(s)/product(s) used:

Pearson Education Inc. publishing as Scott Foresman; Texas MyWorld Social Studies Here We Are (grade K)
Pearson Education Inc. publishing as Scott Foresman; Texas MyWorld Social Studies Here We Are en español (grade K)
Pearson Education Inc. publishing as Scott Foresman; Texas MyWorld Social Studies Making Our Way (grade 1)
Pearson Education Inc. publishing as Scott Foresman; Texas MyWorld Social Studies Making Our Way en español (grade 1)
Pearson Education Inc. publishing as Scott Foresman; Texas MyWorld Social Studies We Explore People and Places (grade 2);
Pearson Education Inc. publishing as Scott Foresman; Texas MyWorld Social Studies We Explore People and Places en español (grade 2)
Pearson Education Inc. publishing as Scott Foresman; Texas MyWorld Social Studies Building Our Communities (grade 3)
Pearson Education Inc. publishing as Scott Foresman; Texas MyWorld Social Studies Building Our Communities en español (grade 3)
Pearson Education Inc. publishing as Scott Foresman; Texas MyWorld Social Studies We Are Texas (grade 4)
Pearson Education Inc. publishing as Scott Foresman; Texas MyWorld Social Studies We Are Texas en español (grade 4)
Pearson Education Inc. publishing as Scott Foresman; Texas MyWorld Social Studies Building Our Nation (grade 5)
Pearson Education Inc. publishing as Scott Foresman; Texas MyWorld Social Studies Building Our Nation en español (grade 5)
Local School System Created Material

Social Studies 6–8 TEKS Coverage Certification

QUESTION 23.0:
For school year 2026–27, will your local school system provide materials to cover 100% of the **social studies TEKS grades 6–8**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials)

■ Yes
☐ No

Social Studies 6–8 Instructional Materials

QUESTION 24.0:
Select **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system or charter will regularly use (once a week or more, on average) for **social studies grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.
Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the resource list (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided

on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

Social Studies grades 6–8 full-subject and/or supplemental publisher(s)/product(s) used:

Houghton Mifflin Harcourt; Houghton Mifflin Harcourt Contemporary World Studies: People, Places, and Societies (grade 6)
Houghton Mifflin Harcourt; Houghton Mifflin Harcourt Texas History (grade 7) Houghton Mifflin Harcourt; Houghton Mifflin Harcourt United States History: Early Colonial Period Through Reconstruction Texas (grade 8)
DBQ Project; DBQs and Mini-Qs; Local School System Created Material

Social Studies 9–12 TEKS Coverage Certification

QUESTION 25.0:
For school year 2026–27, will your local school system provide materials to cover 100% of the **social studies TEKS grades 9–12**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials)

■ Yes
☐ No

Social Studies 9–12 Instructional Materials

QUESTION 26.0:
Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system or charter will regularly use (once a week or more, on average) for **social studies grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.
Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the resource list (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

Social Studies grades 9–12 full-subject and/or supplemental publisher(s)/product(s) used:

Houghton Mifflin Harcourt; Houghton Mifflin Harcourt The Americans: United States History Since 1877 Texas (United States History Studies Since 1877)
Houghton Mifflin Harcourt; Houghton Mifflin Harcourt World Geography Texas (World Geography Studies)
Houghton Mifflin Harcourt; Houghton Mifflin Harcourt World History Texas (World History Studies)
McGraw-Hill School Education LLC; McGraw-Hill Education Economics (Social Studies)
McGraw-Hill School Division (Contract Vendor); Personal Finance High School Edition (9 - 12)
Pearson Education Inc. publishing as Prentice Hall; Texas Magruder's American Government (United States Government)
Ramsey Education (The Lampo Group LLC./Dave Ramsey); Foundations in Personal Finance: Print High School Edition (Personal Financial Literacy)
DBQ Project; DBQs and Mini-Qs
Local School System Created Material

Science Certification

Scope and Sequence: All Grade Levels Science

QUESTION 27.0:
Are instructional materials for science managed at the school system level and generally consistent across classrooms within the same grade level?

■ Yes
☐ No

Science K–5 TEKS Coverage Certification

QUESTION 28.0:
For school year 2026–27, will your local school system provide materials to cover 100% of the **science TEKS grades K–5**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials)

■ Yes

☐ No

Science K–5 Instructional Materials

QUESTION 29.0:
Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system or charter will regularly use (once a week or more, on average) for **science grades K–5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the resource list (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

Science grades K–5 full-subject and/or supplemental publisher(s)/product(s) used:

Houghton Mifflin Harcourt Depository; HMH Into Science Texas Grade K
Houghton Mifflin Harcourt Depository; HMH Into Science Texas Grade 1
Houghton Mifflin Harcourt Depository; HMH Into Science Texas Grade 2
Houghton Mifflin Harcourt Depository; HMH Into Science Texas Grade 3
Houghton Mifflin Harcourt Depository; HMH Into Science Texas Grade 4
Houghton Mifflin Harcourt Depository; HMH Into Science Texas Grade 5
Houghton Mifflin Harcourt Depository; HMH ¡Arriba las Ciencias! Texas Grade K
Houghton Mifflin Harcourt Depository; HMH ¡Arriba las Ciencias! Texas Grade 1
Houghton Mifflin Harcourt Depository; HMH ¡Arriba las Ciencias! Texas Grade 2
Houghton Mifflin Harcourt Depository; HMH ¡Arriba las Ciencias! Texas Grade 3
Houghton Mifflin Harcourt Depository; HMH ¡Arriba las Ciencias! Texas Grade 4
Local School System Created Material

Science 6–8 TEKS Coverage Certification

QUESTION 30.0:
For school year 2026–27, will your local school system provide materials to cover 100% of the **science TEKS grades 6–8**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials)

■ Yes
☐ No

Science 6–8 Instructional Materials

QUESTION 31.0:
Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system or charter will regularly use (once a week or more, on average) for **science grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.
Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the resource list (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

Science grades 6–8 full-subject and/or supplemental publisher(s)/product(s) used:

Houghton Mifflin Harcourt Depository; HMH Into Science Texas Grade 6
Savvas Learning Company LLC formerly Pearson K12 Learning; Texas Experience Science, Grade 7
Savvas Learning Company LLC formerly Pearson K12 Learning; Texas Experience Science, Grade 8
Local School System Created Material

Science 9–12 TEKS Coverage Certification

QUESTION 32.0:
For school year 2026–27, will your local school system provide materials to cover 100% of the **science TEKS grades 9–12**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials)

■ Yes
☐ No

Science 9–12 Instructional Materials

QUESTION 33.0:
Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your district or charter will regularly use (once a week or more, on average) for **science grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.
Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the resource list (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

Science grades 9–12 full-subject and/or supplemental publisher(s)/product(s) used:

Savvas Learning Company LLC formerly Pearson K12 Learning; Texas Experience Chemistry
Savvas Learning Company LLC formerly Pearson K12 Learning; Texas Experience Physics
Savvas Learning Company LLC formerly Pearson K12 Learning; Texas Miller & Levine Experience Biology
Savvas Learning Company LLC formerly Pearson K12 Learning, Texas Experience Environmental Science
Savvas Learning Company LLC formerly Pearson K12 Learning, Texas Experience IPC
Cengage Learning Inc.; Earth Systems Texas Edition
BIOZONE Corporation; AP Biology
Cengage Learning Inc.; Earth Systems Texas Edition
Cengage Learning Inc.; Oceanography: An Invitation to Marine Science HS Edition
Local School System Created Material

The Children's Internet Protection Act

The Children's internet protection Act (CIPA) was enacted by Congress in 2000 to address concerns about children's access to obscene or harmful content over the Internet. (You may find more information on the FCC website.)

In accordance with Texas Administrative Code 19 TAC §66.105, school districts or charter schools are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C, Section 28.0022, Section 43.22, Penal Code, and any other law or regulation that protects students from obscene or harmful content.

QUESTION 34.0:
Does your district or charter school protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C)., Section 28.0022, Penal Code, and any other law or regulation that protects students from obscene or harmful content?

■ Yes

☐ No

Additional Informational Questions (Optional)*

QUESTION 35.0:
Has your local school system used, or plan to use, Instructional Materials Review and Approval (IMRA) reports to inform local adoption decisions for ELAR, SLAR, phonics, and mathematics instructional materials?

■ Yes

☐ No

QUESTION 35.1:
If "Yes" is selected: In which subject area(s) have you used the IMRA reports to obtain information about the quality of products? *

■ English reading language arts

■ Spanish reading language arts

■ English phonics

■ Spanish phonics

■ Full-subject, Tier one mathematics

■ Supplemental mathematics

QUESTION 35.2:
On a scale from 0 to 10, how likely are you to recommend the use of IMRA reports to support local adoption of HQIM? 0 (Not at all) to 10 (Extremely likely) *

0. ☐
1. ☐
2. ☐
3. ☐
4. ☐
5. ☐
6. ☐
7. ☐
8. ☐
9. ☐
10. ■

QUESTION 36.0:
Assessment Platform: Select the assessment platform (if any) your local school system leverages for unit/module, diagnostic, or interim, and for which type of assessments.

Product	Interim	Diagnostic	Unit/Module Formatives
Eduphoria	☑	☑	☑
DMAC	☐	☐	☐
Texas Formative Assessment Resource	☐	☐	☐
STAAR Interim	☐	☐	☐
Other: Cambian	☐	☐	☑
Other: MAP/NWEA	☑	☑	☐
Other: mClass for Kindergarten	☐	☑	☐

QUESTION 37.0:
What approach does your school system take to making full-subject instructional materials available to teachers and staff?

- ☑ Teachers access educational applications through a Single Sign On platform (e.g., Clever, ClassLink)
- ☑ Teachers access educational applications within a Learning Management System (e.g., Schoology, Google Classroom, Canvas, Moodle)
- ☐ Teachers log directly to publisher curriculum platforms (e.g., HMH Ed, Savvas Realize, Amplify, Great Minds)
- ☑ Teachers access copied files or links within a Learning Management System (e.g., Google Classroom, Canvas, Moodle)
- ☐ Teachers access copied files or links within a Student Information System (e.g., PowerSchool, Infinite Campus, Skyward)
- ☑ Teachers access copied files or links in a shared cloud drive (e.g., Google Drive, OneDrive, Dropbox)
- ☐ Teachers access copied files or links through a district resource portal (e.g., SharePoint, Google Site, intranet)
- ☐ Other (Please Explain): [ ]

Other Certified Subject Areas

QUESTION 38.0:
Please select each subject in the required curriculum below for which your district provides each student with instructional materials that cover all elements of the essential knowledge and skills, as referenced in Texas Education Code 28.002: [multiple select]

- ■ Languages other than English (LOTE)
- ■ Health, with emphasis on the importance of proper nutrition and exercise
- ■ Physical education
- ■ Fine arts
- ■ Career and Technical Education (CTE)
- ■ Technology applications
- ☐ Religious Literature, including the Hebrew Scriptures (Old Testament) and New Testament, and its impact on history and literature.
- ■ Personal financial literacy
- ☐ None

Certification 2026–27 Survey Ratification

[Print, Sign, and Upload via Qualtrics]

In accordance with Texas Education Code §31.1011, school districts and open-enrollment charter schools are required to certify annually to the State Board of Education and the commissioner that, for each subject in the required curriculum other than physical education, students have access to instructional materials that cover all the Texas Essential Knowledge and Skills (TEKS) for the coming school year. Additionally, in accordance with Texas Administrative Code 19 TAC §66.105, school districts or charter schools are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C).

These certifications must be ratified by local school boards of trustees or governing bodies in public, noticed meetings. Districts and open-enrollment charter schools will be unable to order instructional materials through EMAT until the certifications have been received by the Texas Education Agency (TEA)

District County Number (6-digit ID):

021902

District Name:

Bryan Independent School District

Date of Ratification by Local School Board of Trustees or Governing Body:

April 20, 2026

Signature of the Board President and Secretary or Governing Board Officer

Board President

4/20/26
Date

Board Secretary

After ratification, please scan the last page of this form and submit it to TEA through the electronic Qualtrics Certification of Provision of Instructional Materials Survey.

- The Certification 2026–27 Survey will be available on the Certification of Provision of Instructional Materials web page and open for submissions beginning **Tuesday, February 17, 2026.**

11.C. Discuss and consider approval of the Certification of Provision of Instructional Materials Survey 2026-2027

11.D. Consideration of and possible action on a proposed contract with Arcadis to provide design and construction administration services for the interior renovations to include multi-purpose rooms and other collaborative learning spaces identified in the 2025 Bond

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the «Twentieth » day of «April» 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)

«Arcadis Inc.»
«1330 Post Oak Blvd»
«Houston, Texas 77056»
«Telephone: (979) 821-2635»
«ATTN: Aaron Sanders, Principal»

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

«Fannin Elementary School Miscellaneous Interior Renovations at 1200 Baker Avenue, Bryan, TX, 77803, Jones Elementary School Miscellaneous Interior Renovations at 1400 Pecan Street, Bryan, TX 77803, Navarro Elementary School Miscellaneous Interior Renovations at 4619 Northwood Drive, Bryan, TX 77803, Long Intermediate School Miscellaneous Interior Renovations at 1106 North Harvey Mitchell Parkway, Bryan, TX 77803, Rayburn Intermediate School Miscellaneous Interior Renovations at 1048 North Earl Rudder Freeway, Bryan, TX 77802, (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.

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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.)

«Miscellaneous Renovations of Fannin Elementary School's interior located at 1200 Baker Avenue, Bryan, TX 77803, Miscellaneous Renovations of Jones Elementary School's interior located at 1400 Pecan Street, Bryan, TX 77803, Miscellaneous Renovations of Navarro Elementary School's interior located at 4619 Northwood Drive, Bryan, TX 77803, Miscellaneous Renovations of Long Intermediate School's interior located at 1106 North Harvey Mitchell Parkway, Bryan, TX 77803, Miscellaneous Renovations of Rayburn Intermediate School's interior located at 1048 North Earl Rudder Freeway, Bryan, TX 77802, , the projects include but are not limited to the following:
Architectural, Interior and MEP (Mechanical, Electrical and Plumbing) Engineering Services for renovations of multipurpose rooms and other collaborative learning spaces designed to support interactive teaching. This will include new finishes, ceiling, lighting and acoustic wall treatment, as needed. »

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§ 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 $2,520,000.00.»

§ 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.»

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«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.)

«Aaron Sanders, Principal»
«Arcadis Inc.»
«1330 Post Oak Blvd»
«Houston, Texas 77056»
«Telephone: (979) 821-2635»

§ 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

.2Mechanical Engineer:

To be determined by Architect

.3Electrical Engineer:

To be determined by Architect

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§ 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

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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

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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:

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.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.

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§ 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;

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.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

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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

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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)

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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

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§ 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-explantory.»

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§ 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-explantory.»

§ 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

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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.

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§ 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

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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

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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

[X] 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 suspendservices, 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

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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

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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.

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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

§ 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.»

.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

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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 %)
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.)

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§ 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 Expenseshall 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.)

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[ ] 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)*	**ARCHITECT** *(Signature)*
BY: Joel Bryan, Board President	BY: Aaron Sanders, Principal
(Printed name and title)	*(Printed name, title, and license number if required)*

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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.

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Changes to original AIA text

PAGE 1

AGREEMENT made as of the ~~Tenth~~ «Twentieth » day of ~~April~~ «April» in the year ~~Two~~ «Two Thousand Twenty-~~Six~~Six»

«Arcadis Inc.»

«1330 Post Oak Blvd»

«Houston, Texas 77056»

«Telephone: (979) 821-2635»

«ATTN: Aaron Sanders, Principal»

~~The Owner and Architect agree as follows.~~
~~TABLE OF~~

«Fannin Elementary School Miscellaneous Interior Renovations at 1200 Baker Avenue, Bryan, TX, 77803, Jones Elementary School Miscellaneous Interior Renovations at 1400 Pecan Street, Bryan, TX 77803, Navarro Elementary School Miscellaneous Interior Renovations at 4619 Northwood Drive, Bryan, TX 77803, Long Intermediate School Miscellaneous Interior Renovations at 1106 North Harvey Mitchell Parkway, Bryan, TX 77803, Rayburn Intermediate School Miscellaneous Interior Renovations at 1048 North Earl Rudder Freeway, Bryan, TX 77802, (the "Projects")»

The Owner and Architect agree as follows:

PAGE 2

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

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~~§ 1.1.2 The Project's physical characteristics:~~
«Miscellaneous Renovations of Fannin Elementary School's interior located at 1200 Baker Avenue, Bryan, TX 77803, Miscellaneous Renovations of Jones Elementary School's interior located at 1400 Pecan Street, Bryan, TX 77803, Miscellaneous Renovations of Navarro Elementary School's interior located at 4619 Northwood Drive, Bryan, TX 77803, Miscellaneous Renovations of Long Intermediate School's interior located at 1106 North Harvey Mitchell Parkway, Bryan, TX 77803, Miscellaneous Renovations of Rayburn Intermediate School's interior located at 1048 North Earl Rudder Freeway, Bryan, TX 77802, , the projects include but are not limited to the following:

Architectural, Interior and MEP (Mechanical, Electrical and Plumbing) Engineering Services for renovations of multipurpose rooms and other collaborative learning spaces designed to support interactive teaching. This will include new finishes, ceiling, lighting and acoustic wall treatment, as needed. »

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§ 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.)

«Request for Competitive Sealed Proposals. »

PAGE 4

«Authorities with jurisdiction. »

~~.2 Civil Engineer:~~
~~.3 Other, if any:~~
«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:~~

PAGE 5

§ 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

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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 ~~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:

PAGE 6

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

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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

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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.

§ 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

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.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

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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.

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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

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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.

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.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.

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§ 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** *(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 *

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§ 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.

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.

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.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.];

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.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.]**

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[§ 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,

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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.

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§ 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

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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.

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§ 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.

§ 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~~

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~~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

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[~~-~~] 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

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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 suspendservices, 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.

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§ 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

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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.

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§ 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.

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§ 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.»

__ *(Describe the method of compensation)*

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§ 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.];

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.5 ~~Postage, handling, and delivery~~[Subsection Deleted.];

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.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.~~

§ 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 Expenseshall 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."

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.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 «Twentieth » day of «April» 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 3

«*See* 1.1.1 above.»

« Owner's budget for the Cost of the Work is $2,520,000.00.»

«To be determined by the Owner. »

«To be determined by the Owner. »

«To be determined by the Owner. »

«To be determined by the Owner. »

«None»

«Ginger Carrabine, Superintendent»

« Bryan Independent School District»

«801 South Ennis St.»

«Bryan, Texas 77803»

PAGE 4

«Aaron Sanders, Principal»

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«Arcadis Inc.»

To be determined by Architect

Mechanical Engineer:

To be determined by Architect

Electrical Engineer:

To be determined by Architect

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«To be determined»

«None»

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«Services are self-explantory.»

«Services are self-explantory.»

PAGE 15

.1 Three_ (__3__) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

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[X] Litigation in a court of competent jurisdiction

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«»

«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.»

«Not Applicable»

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«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:

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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§ 11.8.2 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.

§ 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

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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 14:10:46 CDT on 04/10/2026 under Order No. 2025011623 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)

April 10, 2026

(Dated)

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11.E. Consideration of and possible action on a proposed contract with Arkitex Studio to provide design and construction administration services for the priority 1 floor finish improvements identified in the 2025 Bond

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the «Twentieth » day of «April» 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)

«The Arkitex Studio, Inc.»
«308 N. Bryan Avenue»
«Bryan, Texas 77803»
«Telephone: (979) 821-2635»

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

«Branch Elementary School Floor Replacement Renovations at 2040 West Villa Maria Road, Bryan, TX, 77807, Fannin Elementary School Floor Replacement Renovations at 1200 Baker Avenue, Bryan, TX 77803, Jones Elementary School Floor Replacement Renovations at 1400 Pecan Street, Bryan, TX 77803, Navarro Elementary School Floor Replacement Renovations at 4619 Northwood Drive, Bryan, TX 77803, Long Intermediate School Floor Replacement Renovations at 1106 North Harvey Mitchell Parkway, Bryan, TX 77803, Rayburn Intermediate School Floor Replacement Renovations at 1048 North Earl Rudder Freeway, Bryan, TX 77802, Davila Middle School Floor Replacement Renovations at 2751 North Early Rudder Freeway, Bryan, TX 77803 and Rudder High School Floor Replacement 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.

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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.)

«Replacement of Branch Elementary School's flooring located at 2040 West Villa Maria Road, Bryan, TX, 77807, Replacement of Fannin Elementary School's flooring located at 1200 Baker Avenue, Bryan, TX 77803, Replacement of Jones Elementary School's flooring located at 1400 Pecan Street, Bryan, TX 77803, Replacement of Navarro Elementary School's flooring located at 4619 Northwood Drive, Bryan, TX 77803, Replacement of Long Intermediate School's flooring located at 1106 North Harvey Mitchell Parkway, Bryan, TX 77803Replacement of Rayburn Intermediate School's flooring located at 1048 North Earl Rudder Freeway, Bryan, TX 77802, Replacement of Davila Middle School's flooring located at 2751 North Early Rudder Freeway, Bryan, TX 77803 and Replacement of Rudder High School's flooring located at 3251 Austin's Colony Parkway, Bryan, TX 77808, the projects include but are not limited to the following:
Architectural, Interior and MEP (Mechanical, Electrical and Plumbing) Engineering Services focused on the full replacement of flooring materials, as needed. Including the selection and installation of high-performance finishes.
»

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§ 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 $3,595,751.00.»

§ 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.)

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«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.)

«Eva M. Read-Warden, AIA, Principal»
«The Arkitex Studio, Inc. »
«308 N. Bryan Avenue»
«Bryan, Texas 77803»
«Telephone: (979) 821-2635»

§ 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

.2Mechanical Engineer:

To be determined by Architect

.3Electrical Engineer:

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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.

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§ 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,

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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.]

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§ 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

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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:

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.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

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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

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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.

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§ 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 *

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§ 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.)

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«Services are self-explantory.»

§ 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-explantory.»

§ 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

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.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.

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§ 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;

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.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

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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

[X] 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 suspendservices,

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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.

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§ 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

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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.»

.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.)

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§ 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 %)
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

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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 Expenseshall 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.)

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[ ] 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)*	**ARCHITECT** *(Signature)*
BY: Joel Bryan, Board President	BY: Eva M. Read-Warden, AIA, Principal
(Printed name and title)	*(Printed name, title, and license number if required)*

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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.

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Changes to original AIA text

PAGE 1

AGREEMENT made as of the ~~Tenth~~ «Twentieth » day of ~~April~~ «April» in the year ~~Two~~ «Two Thousand Twenty-~~Six~~Six»

«The Arkitex Studio, Inc.»

«308 N. Bryan Avenue»

«Bryan, Texas 77803»

«Telephone: (979) 821-2635»

~~The Owner and Architect agree as follows.~~
~~TABLE OF~~

«Branch Elementary School Floor Replacement Renovations at 2040 West Villa Maria Road, Bryan, TX, 77807, Fannin Elementary School Floor Replacement Renovations at 1200 Baker Avenue, Bryan, TX 77803, Jones Elementary School Floor Replacement Renovations at 1400 Pecan Street, Bryan, TX 77803, Navarro Elementary School Floor Replacement Renovations at 4619 Northwood Drive, Bryan, TX 77803, Long Intermediate School Floor Replacement Renovations at 1106 North Harvey Mitchell Parkway, Bryan, TX 77803, Rayburn Intermediate School Floor Replacement Renovations at 1048 North Earl Rudder Freeway, Bryan, TX 77802, Davila Middle School Floor Replacement Renovations at 2751 North Early Rudder Freeway, Bryan, TX 77803 and Rudder High School Floor Replacement Renovations at 3251 Austin's Colony Parkway, Bryan, TX 77808 (the "Projects")»

The Owner and Architect agree as follows:

PAGE 2

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

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~~§ 1.1.2 The Project's physical characteristics:~~
«Replacement of Branch Elementary School's flooring located at 2040 West Villa Maria Road, Bryan, TX, 77807, Replacement of Fannin Elementary School's flooring located at 1200 Baker Avenue, Bryan, TX 77803, Replacement of Jones Elementary School's flooring located at 1400 Pecan Street, Bryan, TX 77803, Replacement of Navarro Elementary School's flooring located at 4619 Northwood Drive, Bryan, TX 77803, Replacement of Long Intermediate School's flooring located at 1106 North Harvey Mitchell Parkway, Bryan, TX 77803Replacement of Rayburn Intermediate School's flooring located at 1048 North Earl Rudder Freeway, Bryan, TX 77802, Replacement of Davila Middle School's flooring located at 2751 North Early Rudder Freeway, Bryan, TX 77803 and Replacement of Rudder High School's flooring located at 3251 Austin's Colony Parkway, Bryan, TX 77808, the projects include but are not limited to the following:

Architectural, Interior and MEP (Mechanical, Electrical and Plumbing) Engineering Services focused on the full replacement of flooring materials, as needed. Including the selection and installation of high-performance finishes. »

PAGE 3

§ 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.)

«Request for Competitive Sealed Proposals. »

PAGE 4

«Authorities with jurisdiction. »

~~.2 Civil Engineer:~~
~~.3 Other, if any:~~
«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:~~

PAGE 5

§ 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

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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 ~~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:

PAGE 6

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.

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~~§ 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.

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§ 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.

§ 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

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.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.

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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.

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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.

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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.

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.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** *(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

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§ 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.

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.

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.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.];

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.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

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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.

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§ 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.

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§ 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.

§ 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~~

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~~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

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[~~-~~] 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.~~

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~~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 suspendservices, 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.

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§ 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

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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.

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§ 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

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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.»

__ *(Describe the method of compensation)*

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§ 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.]**;

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.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.];

.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.~~

§ 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 Expenseshall 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."

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.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 «Twentieth » day of «April» 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 3

«*See* 1.1.1 above.»

« Owner's budget for the Cost of the Work is $3,595,751.00.»

«To be determined by the Owner. »

«To be determined by the Owner. »

«To be determined by the Owner. »

«To be determined by the Owner. »

«None»

«Ginger Carrabine, Superintendent»

« Bryan Independent School District»

«801 South Ennis St.»

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«Bryan, Texas 77803»

«Eva M. Read-Warden, AIA, Principal»

«The Arkitex Studio, Inc. »

«308 N. Bryan Avenue»

«Bryan, Texas 77803»

«Telephone: (979) 821-2635»

To be determined by Architect

Mechanical Engineer:

To be determined by Architect

Electrical Engineer:

To be determined by Architect

PAGE 5

«To be determined»

«None»

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«Services are self-explantory.»

«Services are self-explantory.»

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.1 Three_ (__3__) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

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[X] Litigation in a court of competent jurisdiction

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«»

«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.»

«Not Applicable»

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:

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 »

PAGE 23

§ 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.

§ 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

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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 14:35:42 CDT on 04/10/2026 under Order No. 2025011623 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)

April 10, 2026

(Dated)

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11.F. Consideration of and possible action on a proposed contract with GLS Architecture-Engineering-Surveying to provide design and construction administration services for the restroom finish improvements identified in the 2025 Bond

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the «Twentieth » day of «April » 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)

«GLS Architecture-Engineering-Surveying»
«4077 Cross Park Drive Ste. 100»
«Bryan, Texas 77802»
«Telephone: (979) 776-9700»

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

«Mitchell Elementary School Restroom Renovations at 2500 Austin's Colony Parkway , Bryan, TX, 77808, Navarro Elementary School Restroom Renovations at 4619 Northwood Drive, Bryan, TX 77803, Neal Elementary School Restroom Renovations at 801 West Martin Luther King Jr. Street, Bryan, TX 77803 and Jones Elementary School Restroom Renovations at 1400 Pecan Street, Bryan, TX, 77803 (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.

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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 Mitchell Elementary School's restroom located at 2500 Austin's Colony Parkway , Bryan, TX, 77808, Renovations of Navarro Elementary School's restroom located at 4619 Northwood Drive, Bryan, TX 77803, Renovations of Neal Elementary School's restroom located at 801 West Martin Luther King Jr. Street, Bryan, TX 77803 and Renovations of Jones Elementary School's restroom located at 1400 Pecan Street, Bryan, TX, the projects include but are not limited to the following:
Architectural, Interior and MEP (Mechanical, Electrical and Plumbing) Engineering Services to modernize the facility's interior and infrastructure, including the complete replacement of all ceiling, wall, and flooring materials along with the installation of new plumbing fixtures, countertops, toilet partitions, and accessories. »

§ 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.)

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«*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 $4,627,787.00.»

§ 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:

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(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.)

«Courtney Kelly, Architect»
«GLS | Architecture-Engineering-Surveying»
«4077 Cross Park Drive, Suite 100 »
«Bryan, Texas 77802 »
«ckelly@glstexas.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

.2Mechanical Engineer:

To be determined by Architect

.3Electrical Engineer:

To be determined by Architect

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§ 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:	All liability arising out of Architect's employment of workers and anyone for

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(Including Waiver of Subrogation Endorsement)	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

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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.

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.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

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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.

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§ 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

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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

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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.

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§ 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

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§ 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-explantory.»

§ 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.)

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«Services are self-explantory.»

§ 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.]

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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.

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§ 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

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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,

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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

[X] 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 suspendservices, 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.

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§ 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.

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§ 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

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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.»

.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 %)

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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 %)

§ 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

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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 Expenseshall 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.)

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.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)*	**ARCHITECT** *(Signature)*
BY: Joel Bryan, Board President	BY: Courtney Kelly, Vice President
(Printed name and title)	*(Printed name, title, and license number if required)*

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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 15:12:58 CDT on 04/10/2026.

Changes to original AIA text

PAGE 1

AGREEMENT made as of the ~~Tenth~~ «Twentieth » day of ~~April~~ «April » in the year Two Thousand Twenty-Six

«GLS Architecture-Engineering-Surveying»

«4077 Cross Park Drive Ste. 100»

«Bryan, Texas 77802»

«Telephone: (979) 776-9700»

~~The Owner and Architect agree as follows.~~
~~TABLE OF~~

«Mitchell Elementary School Restroom Renovations at 2500 Austin's Colony Parkway , Bryan, TX, 77808, Navarro Elementary School Restroom Renovations at 4619 Northwood Drive, Bryan, TX 77803, Neal Elementary School Restroom Renovations at 801 West Martin Luther King Jr. Street, Bryan, TX 77803 and Jones Elementary School Restroom Renovations at 1400 Pecan Street, Bryan, TX, 77803 (the "Projects")»

The Owner and Architect agree as follows:

PAGE 2

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 Mitchell Elementary School's restroom located at 2500 Austin's Colony Parkway , Bryan, TX, 77808, Renovations of Navarro Elementary School's restroom located at 4619 Northwood Drive, Bryan, TX 77803, Renovations of Neal Elementary School's restroom located at 801 West Martin Luther King Jr. Street, Bryan, TX 77803 and Renovations of Jones Elementary School's restroom located at 1400 Pecan Street, Bryan,

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TX, the projects include but are not limited to the following:

Architectural, Interior and MEP (Mechanical, Electrical and Plumbing) Engineering Services to modernize the facility's interior and infrastructure, including the complete replacement of all ceiling, wall, and flooring materials along with the installation of new plumbing fixtures, countertops, toilet partitions, and accessories. »

§ 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. »

PAGE 4

«Authorities with jurisdiction. »

~~.2 Civil Engineer:~~
~~.3 Other, if any:~~
«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:~~

PAGE 5

§ 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 ~~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

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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:

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 these motor vehicles, along with any other statutorily required automobile coverage.~~

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~~§ 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

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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

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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	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

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§ 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.

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,~~

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~~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.]**

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[§ 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~~

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~~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.

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§ 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

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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

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(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**~~

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~~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 suspendservices, 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.

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§ 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

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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.

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§ 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

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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.»

__ *(Describe the method of compensation)*

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§ 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.];

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.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 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 Expenseshall 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:

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

Variable Information

PAGE 1

AGREEMENT made as of the «Twentieth » day of «April » 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 3

«*See* 1.1.1 above.»

« Owner's budget for the Cost of the Work is $4,627,787.00.»

«To be determined by the Owner. »

«To be determined by the Owner. »

«To be determined by the Owner. »

«To be determined by the Owner. »

«None»

«Ginger Carrabine, Superintendent»

« Bryan Independent School District»

«801 South Ennis St.»

«Bryan, Texas 77803»

PAGE 4

«Courtney Kelly, Architect»

«GLS | Architecture-Engineering-Surveying»

«4077 Cross Park Drive, Suite 100 »

«Bryan, Texas 77802 »

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«ckelly@glstexas.com»

To be determined by Architect

Mechanical Engineer:

To be determined by Architect

Electrical Engineer:

To be determined by Architect

PAGE 5

«To be determined»

«None»

PAGE 14

«Services are self-explantory.»

«Services are self-explantory.»

PAGE 15

.1 Three_ (__3__) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

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[X] 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.»

«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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§ 11.8.2 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.

§ 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

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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 15:03:37 CDT on 04/10/2026 under Order No. 2025011623 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)

April 10, 2026

(Dated)

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11.G. Consideration of and possible action on a proposed contract with SZS Architecture to provide design and construction administration services for the restroom finish improvements identified in the 2025 Bond

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the «Twentieth » day of «April» 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)

«Singleton Zimmer Architects dba SZS Architecture»
«1711 Cavitt Avenue»
«Bryan, Texas 77801»
«Telephone: (979) 779-5757»

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

«Bowen Elementary School Restroom Renovations at 3870 Copperfield Drive, Bryan, TX, 77802, Long Intermediate School Restroom Renovations at 1106 North Harvey Mitchell Parkway, Bryan, TX 77803, and Rayburn Intermediate School Restroom Renovations at 1048 North Earl Rudder Freeway, Bryan, TX 77802 (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.

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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 Bowen Elementary School's restroom located at 3870 Copperfield Drive, Bryan, TX, 77802, Renovations of Long Intermediate School's restroom located at 1106 North Harvey Mitchell Parkway, Bryan, TX 77803 and Renovations of Rayburn Intermediate School's restroom located at 1048 North Earl Rudder Freeway, Bryan, TX 77802 , the projects include but are not limited to the following:
Architectural, Interior and MEP (Mechanical, Electrical and Plumbing) Engineering Services to modernize the facility's interior and infrastructure, including the complete replacement of all ceiling, wall, and flooring materials along with the installation of new plumbing fixtures, countertops, toilet partitions, and accessories. »

§ 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

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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 $5,311,437.00.»

§ 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

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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.)

«James M. Singleton IV FAIA»
«1711 Cavitt Avenue, Bryan, Texas 77801»
«Telephone: (979) 255-5700»
«jim@szsarchitecture.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

.2Mechanical Engineer:

To be determined by Architect

.3Electrical Engineer:

To be determined by Architect

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§ 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:

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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 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

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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

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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

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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,

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.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.

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§ 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

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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

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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 *

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§ 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-explantory.»

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

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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-explantory.»

§ 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.

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§ 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

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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,

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.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

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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

[X] 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 suspendservices, 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

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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

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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

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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..»

.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:

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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 %)

§ 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.)

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§ 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 Expenseshall 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:

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(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)*	ARCHITECT *(Signature)*
BY: Joel Bryan, Board President	BY: James M. Singleton IV FAIA
(Printed name and title)	*(Printed name, title, and license number if required)*

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

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Changes to original AIA text

PAGE 1

AGREEMENT made as of the ~~Tenth~~ «Twentieth » day of ~~April~~ «April» in the year ~~Two~~ «Two Thousand Twenty-~~Six~~Six»

«Singleton Zimmer Architects dba SZS Architecture»

«1711 Cavitt Avenue»

«Bryan, Texas 77801»

«Telephone: (979) 779-5757»

~~The Owner and Architect agree as follows.~~
~~TABLE OF~~

«Bowen Elementary School Restroom Renovations at 3870 Copperfield Drive, Bryan, TX, 77802, Long Intermediate School Restroom Renovations at 1106 North Harvey Mitchell Parkway, Bryan, TX 77803, and Rayburn Intermediate School Restroom Renovations at 1048 North Earl Rudder Freeway, Bryan, TX 77802 (the "Projects")»

The Owner and Architect agree as follows:

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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 Bowen Elementary School's restroom located at 3870 Copperfield Drive, Bryan, TX, 77802, Renovations of Long Intermediate School's restroom located at 1106 North Harvey Mitchell Parkway, Bryan, TX 77803 and Renovations of Rayburn Intermediate School's restroom located at 1048 North Earl Rudder Freeway,

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Bryan, TX 77802 , the projects include but are not limited to the following:

Architectural, Interior and MEP (Mechanical, Electrical and Plumbing) Engineering Services to modernize the facility's interior and infrastructure, including the complete replacement of all ceiling, wall, and flooring materials along with the installation of new plumbing fixtures, countertops, toilet partitions, and accessories. »

§ 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. »

PAGE 4

«Authorities with jurisdiction. »

~~.2 Civil Engineer:~~
~~.3 Other, if any:~~
«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 ~~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

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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:

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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.~~

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~~§ 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

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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

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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.

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§ 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	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

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§ 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.

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,~~

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~~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.]**

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~~§ 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.

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§ 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.

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§ 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.~~

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§ 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.

§ 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.

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[~~-~~] 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 suspendservices, 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

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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.

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§ 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

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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.

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§ 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,

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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.»

__ *(Describe the method of compensation)*

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§ 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.];

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.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~~.

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.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.~~

§ 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 Expenseshall 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."

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.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 «Twentieth » day of «April» in the year «Two Thousand Twenty-Six»

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«Bryan Independent School District, a public school district and political subdivision of the State of Texas»

«801 South Ennis St.»

«Bryan, Texas 77803»

PAGE 3

«*See* 1.1.1 above.»

« Owner's budget for the Cost of the Work is $5,311,437.00.»

«To be determined by the Owner. »

«To be determined by the Owner. »

«To be determined by the Owner. »

«To be determined by the Owner. »

«None»

«Ginger Carrabine, Superintendent»

« Bryan Independent School District»

«801 South Ennis St.»

«Bryan, Texas 77803»

PAGE 4

«James M. Singleton IV FAIA»

«1711 Cavitt Avenue, Bryan, Texas 77801»

«Telephone: (979) 255-5700»

«jim@szsarchitecture.com»

To be determined by Architect

Mechanical Engineer:

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To be determined by Architect

Electrical Engineer:

To be determined by Architect

PAGE 5

«To be determined»

«None»

PAGE 14

«Services are self-explantory.»

«Services are self-explantory.»

PAGE 15

.1 Three_ (__3__) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

PAGE 18

[X] 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..»

«Not Applicable»

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

PAGE 22

«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 %)

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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 »

PAGE 23

§ 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.

§ 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

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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 15:12:58 CDT on 04/10/2026 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)

April 10, 2026

(Dated)

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11.H. Consideration of and possible action on a proposed contract with PACT Design Group to provide design and construction administration services for the priority 1 wall finish improvements identified in the 2025 Bond

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the «Twentieth » day of «April» 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)

«PACT Design Studio, LLC»
«209 S Main Street»
«Bryan, Texas 77803»
«Telephone: (979) 704-6894»
« »

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

«Bonham Elementary School Wall Finish Improvements at 3100 Wilkes Drive, Bryan, TX, 77803, Long Intermediate School Wall Finish Improvements at 1106 North Harvey Mitchell Parkway, Bryan, TX 77803, Rayburn Intermediate School Wall Finish Improvements at 1048 North Earl Rudder Freeway, Bryan, TX 77802, and Davila Middle School Wall Finish Improvements at 2751 North Earl Rudder Freeway, Bryan, TX 77803 (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.

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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.)

«Wall Finish Improvements of Bonham Elementary School located at 3100 Wilkes Drive, Bryan, TX, 77803, Wall Finish Improvements of Long Intermediate School located at 1106 North Harvey Mitchell Parkway, Bryan, TX 77803, Wall Finish Improvements of Rayburn Intermediate School located at 1048 North Earl Rudder Freeway, Bryan, TX 77802, Wall Finish Improvements of Davila Middle School located at 2751 North Earl Rudder Freeway, Bryan, TX 77803 , the projects include but are not limited to the following:
Architectural, Interior and MEP (Mechanical, Electrical and Plumbing) Engineering Services for new wall materials. This will include a full update of wall materials along with the replacement of electrical outlets, fire cabinets, and other wall-mounted items, as needed. »

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location;

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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 $3,743,281.00.»

§ 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»

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§ 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.)

«Matthew Faulkner, Principal»
«PACT Design Studio, LLC»
«209 S Main Street»
«Bryan, Texas 77803»
«Telephone: (979) 704-6894»

§ 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

.2Mechanical Engineer:

To be determined by Architect

.3Electrical Engineer:

To be determined by Architect

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§ 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

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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

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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:

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.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.

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§ 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;

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.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

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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

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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)

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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

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§ 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.)

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§ 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-explantory.»

§ 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

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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.

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§ 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

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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

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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

[X] 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 suspendservices, 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

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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

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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.

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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

§ 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.»

.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

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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 %)
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.)

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§ 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 Expenseshall 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.)

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[ ] 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.)

A 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)*	**ARCHITECT** *(Signature)*
BY: Joel Bryan, Board President	BY: Matthew Faulkner, Principal
(Printed name and title)	*(Printed name, title, and license number if required)*

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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 16:11:30 CDT on 04/10/2026.

Changes to original AIA text

PAGE 1

AGREEMENT made as of the ~~Tenth~~ «Twentieth » day of ~~April~~ «April» in the year ~~Two~~ «Two Thousand Twenty-~~Six~~Six»

«PACT Design Studio, LLC»

«209 S Main Street»

«Bryan, Texas 77803»

«Telephone: (979) 704-6894»

« »

~~The Owner and Architect agree as follows.~~
~~TABLE OF~~

«Bonham Elementary School Wall Finish Improvements at 3100 Wilkes Drive, Bryan, TX, 77803, Long Intermediate School Wall Finish Improvements at 1106 North Harvey Mitchell Parkway, Bryan, TX 77803, Rayburn Intermediate School Wall Finish Improvements at 1048 North Earl Rudder Freeway, Bryan, TX 77802, and Davila Middle School Wall Finish Improvements at 2751 North Earl Rudder Freeway, Bryan, TX 77803 (the "Projects")»

The Owner and Architect agree as follows:

PAGE 2

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:~~

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«Wall Finish Improvements of Bonham Elementary School located at 3100 Wilkes Drive, Bryan, TX, 77803, Wall Finish Improvements of Long Intermediate School located at 1106 North Harvey Mitchell Parkway, Bryan, TX 77803, Wall Finish Improvements of Rayburn Intermediate School located at 1048 North Earl Rudder Freeway, Bryan, TX 77802, Wall Finish Improvements of Davila Middle School located at 2751 North Earl Rudder Freeway, Bryan, TX 77803 , the projects include but are not limited to the following:

Architectural, Interior and MEP (Mechanical, Electrical and Plumbing) Engineering Services for new wall materials. This will include a full update of wall materials along with the replacement of electrical outlets, fire cabinets, and other wall-mounted items, as needed. »

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§ 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.)

«Request for Competitive Sealed Proposals. »

PAGE 4

«Authorities with jurisdiction. »

~~.2 Civil Engineer:~~
~~.3 Other, if any:~~
«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:~~

PAGE 5

§ 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

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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:

PAGE 6

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.

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~~§ 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.

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§ 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.

§ 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

PAGE 8

.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

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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.

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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.

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§ 3.6.6.7 As a condition to the Project being considered Substantially Complete, the Architect shall obtain the

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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** *(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 *

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§ 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.

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;

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~~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.]**

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[§ 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

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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.

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§ 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

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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.~~

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§ 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.

§ 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,~~

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~~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

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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 suspendservices, 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.

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§ 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

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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.»

__ *(Describe the method of compensation)*

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§ 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'~~

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~~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.];

PAGE 23

.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.~~

§ 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."

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.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 «Twentieth » day of «April» 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 3

«*See* 1.1.1 above.»

« Owner's budget for the Cost of the Work is $3,743,281.00.»

«To be determined by the Owner. »

«To be determined by the Owner. »

«To be determined by the Owner. »

«To be determined by the Owner. »

«None»

«Ginger Carrabine, Superintendent»

« Bryan Independent School District»

«801 South Ennis St.»

«Bryan, Texas 77803»

PAGE 4

«Matthew Faulkner, Principal»

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«PACT Design Studio, LLC»

To be determined by Architect

Mechanical Engineer:

To be determined by Architect

Electrical Engineer:

To be determined by Architect

PAGE 5

«To be determined»

«None»

PAGE 14

«Services are self-explantory.»

«Services are self-explantory.»

PAGE 15

.1 Three_ (__3__) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

PAGE 18

[X] 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.»

«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 »

PAGE 23

§ 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.

§ 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

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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 16:11:30 CDT on 04/10/2026 under Order No. 2025011623 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)

April 10, 2026

(Dated)

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11.I. Consider approval for an update to the Minimum Prevailing Wage Rate Schedule

Bryan Independent School District

Minimum Prevailing Wage Rate
Construction Type: Building, County: Brazos County in Texas
Davis Bacon Act: SAM.gov, GSA Publication Date: 01/02/2026

	Rates	Fringes
BOILERMAKER	$33.17	$24.92
ELEVATOR MECHANIC	$53.59	$38.435+a+b
FOOTNOTES:		
a. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.		
b. Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.		
POWER EQUIPMENT OPERATOR		
(1) Tower Crane	$ 32.85	$13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above	$ 28.75	$10.60
(3) Hydraulic cranes 59 Tons and under	$32.35	$13.10
IRONWORKER, ORNAMENTA	$28.26	$8.13
PLUMBER	$39.98	$11.61
PIPEFITTER (HVAC PipeInstallation Only)	$42.09	$12.96
PIPEFITTER (Excludes HVAC Pipe Installation)	$37.15	$16.92
SHEET METAL WORKER (HVAC Duct Installation Only)	$29.70	$13.85
BRICKLAYER	$20.00	$0.00
CARPENTER, Excludes Form Work	$14.56	$0.00
CEMENT MASON/CONCRETE FINISHER	$14.68	$0.00
ELECTRICIAN	$22.96	$4.83
FORM WORKER	$11.83	$0.00
INSULATOR - MECHANICAL		
(Duct, Pipe & Mechanical System Insulation)	$19.77	$7.13
IRONWORKER, REINFORCING	$13.35	$0.00
IRONWORKER, STRUCTURAL	$20.74	$5.25
LABORER: Common or General	$11.57	$0.00
LABORER: Mason Tender – Brick	$10.96	$0.00
LABORER: Mason Tender -Cement/Concrete	$9.93	$0.00
LABORER: Pipelayer	$12.49	$2.13
LABORER: Roof Tearoff	$11.28	$0.00

	Rates	Fringes
OPERATOR: Backhoe/Excavator/Trackhoe	$14.33	$0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$13.93	$0.00
OPERATOR: Bulldozer	$18.29	$1.31
OPERATOR: Drill	$16.22	$0.34
OPERATOR: Forklift	$15.00	$0.00
OPERATOR: Grader/Blade	$14.34	$1.68
OPERATOR: Loader	$14.01	$0.44
OPERATOR: Mechanic	$17.52	$3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$16.03	$0.00
OPERATOR: Roller	$13.11	$0.00
PAINTER (Brush, Roller, and Spray)	$13.14	$0.00
ROOFER	$13.75	$0.00
SHEET METAL WORKER, Excludes HVAC Duct Installation	$14.62	$0.00
TILE FINISHER	$11.22	$0.00
TILE SETTER	$14.74	$0.00
TRUCK DRIVER: Dump Truck	$11.97	$1.23
TRUCK DRIVER: Flatbed Truck	$19.65	$8.57
TRUCK DRIVER: Semi-Trailer Truck	$12.50	$0.00
TRUCK DRIVER: Water Truck	$12.00	$4.11

WELDERS - Receive rate prescribed for craft performingoperation to which welding is incidental.

Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional nformationon contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers - A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate. Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers - The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number
used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate. A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers - The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier. SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers - The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1. Has there been an initial decision in the matter? This can be:
    a) a survey underlying a wage determination
    b) an existing published wage determination
    c) an initial WHD letter setting forth a position on a wage determination matter
    d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations.
Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2. If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3. If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

11.J. Consider approval of purchase over $50,000 for the replacement of the boiler at Neal Elementary

Bryan ISD Quote Summary

The Bryan ISD Quote Summary sheet is to used for purchases over $3,000. In the shaded spaces below, the end user is to provide all applicable information necessary to make the final purchase. All Bryan ISD purchase requirements must be met for the quotes to be valid. A minimum of three (3) suppliers must be contacted.

Quote Information

Description: Neal Elementary Boiler Replacement **Date:** 03.30.26

Campus/Dept: Neal **Contact:** Ron Cooper **Phone:**

Supplier Information

Total # of Suppliers: 3

	Vendor 1	Vendor 2	Vendor 3
Company	R&K Plumbing	Air-Tech	Willbanks Contractor
Vendor #	40781	38889	17155
Address	2502 Clarks Lane, Bryan, Texas 77808	4889 Elmo Weedon Road, College Station, 77845	Houston, Texas
Contact			
Phone			
Email			
Quote #			
Quote Expire Date			
Response Type (Phone, Fax, Email, Other)			
Purchasing Coop/Bid #	Bid 25.4005	Buyboard 720-23	TIPS 241001
Notes			

Quote Responses

Item/Service Description	Qty	Unit	Vendor 1 R&K Plumbing Unit Price	Vendor 1 R&K Plumbing Extension	Vendor 2 Air-Tech Unit Price	Vendor 2 Air-Tech Extension	Vendor 3 Willbanks Contractor Unit Price	Vendor 3 Willbanks Contractor Extension
Boiler Replacement	1		$ 133,800.00	$ 133,800.00	$ 162,833.09	$ 162,833.09	$ 125,585.00	$ 125,585.00
Includes installation				$ -		$ -		$ -
				$ -		$ -		$ -
				$ -		$ -		$ -
				$ -		$ -		$ -
				$ -		$ -		$ -
				$ -		$ -		$ -
				$ -		$ -		$ -
				$ -		$ -		$ -
				$ -		$ -		$ -
*Shipping/Freight (if applicable)								
*All shipping/freight cost must be included in the total			**Total**	$ 133,800.00	**Total**	$ 162,833.09	**Total**	$ 125,585.00

Award Information

Recommended Vendor(s): Willbanks Contractor **Award Amount:** $ 125,585.00 **Reason for Award:**

11.K. Consider approval of required reporting on three-point seat belts for school buses pursuant to Texas Senate Bill 546

Patrick Corbett
Executive Director
Operations

Date: April 13, 2026

To: Bryan ISD Board of Trustees

Re: Senate Bill 546

89th Legislature requires that the Administration present the status of all school buses and how many are compliant with SB 546 3-Point Seat belt requirements. SB 546 amends Texas Transportation Code section 547.701, which requires that school buses be outfitted with certain equipment.

Previous law required a bus operated by or contracted for use by a school district for the transportation of schoolchildren to be equipped with a three-point seat belt for each passenger, including the operator. SB 546 eliminates an exception for a bus purchased by a school district that is a model year 2017 or earlier and requires that all school buses be equipped with 3-point seatbelts by September 1, 2029

To meet this requirement, the district would need to retrofit approximately 30 buses at an estimated cost of $30,000 per bus, totaling approximately $900,000.

The Administration recommends that a report be submitted to TEA describing our cost impacts as outlined in SB 546.

Bryan ISD has a recommended life cycle replacement of 15 years, although buses are frequently operated beyond 15 years. Bryan ISD is currently operating 6 buses older than 15 years.

- Bryan ISD currently has 121 buses in service.
    - 130 buses are needed to support operation effectively.
- 2025 Bond will purchase 29 buses over the next 3 years.
    - Avg. $165K each
    - $4.8mil total
- Bryan ISD has 49 buses without 3-point seatbelts.
    - 13 buses have lapbelt only.
    - 36 have no seatbelt.
    - In 2029, 2014 model year buses will be 15 years old. 19 buses.
    - Shop manager and Transportation Director will identify buses to retrofit.
    - Retrofit 30 buses with 3-point seatbelts.
        - Estimated cost of $30K each.
        - $900K total.

12. **Closed Session**

12.A. Discuss issues pertaining to appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee - Texas Government Code 551.074

12.B. Discussion related to a public school student, wherein personally identifiable information will necessarily be revealed - Texas Government Code 551.0821

13. **Reconvene in Open Session**

14. **Adjourn**

Posted: Tuesday, April 14, 2026 @ 5:10 PM

Gerry Vinson

For the Board of Trustees