

Agenda of Regular Meeting

The Board of Trustees

Marathon ISD

Preparing Each Student for a Successful Future as a Lifelong Learner

A Regular Meeting of the Board of Trustees of Marathon ISD will be held October 26, 2022, beginning at 6:00 PM in the Marathon High School Library.

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

- I. Call Meeting to Order
- II. Pledge of Allegiance to the American and Texas Flags
- III. Moment of Silence
- IV. Public Comment
- V. Funding for Mustangs Gymnasium Air Conditioning Project
- VI. Discussion with Esperanza Orosco, TASB Board Consultant, regarding Goals and Board Foundation Steps
- VII. Review and accept the 2022-2023 Board Operating Procedures 3
- VIII. Consent Items
 - a. Monthly Tax Collection Report 23
 - b. Check Payments 38
 - c. Financial Reports 44
 - d. Budget Amendments 51
 - e. Review and approve previous Board Minutes 53
- IX. Superintendent Report
 - a. District Goals Updates
 - 1. Student Performance
 - a. Data Sharing Agreement for Eureka Math 55
 - 2. Graduation Rate
 - 3. Staff Quality
 - a. Teacher Incentive Allotment Co-op Opportunity
 - 4. Safe and Healthy School Climate
 - a. School Health Advisory Council Report and Recommendations
 - 1. Approval of Reproductive Class to be Offered during the Second Semester of 2022-2023.
 - 2. Approval of Health Class to be Offered in 2023-2024
 - 5. Fiscal Responsibility and Facilities Management
 - a. Request for Qualifications - Architect/Engineer 65
 - 6. Board/Parent/Community Engagement

X. Upcoming Events

XI. Closed Session

In accordance with the Texas Open Meetings Act (Subchapter D and F of Chapter 551 of the Texas Government Code), the board will now enter into a closed meeting to deliberate subjects listed on this agenda authorized by Subchapter D. Any final action, decision, or vote on a subject deliberated in the closed meeting will be taken in an open meeting held in compliance with the Texas Open Meetings Act. Tex. Gov't Code 551.071

a. Pursuant to Tex. Gov't Code §§ 551.074, consider and discuss hiring Superintendent and approval of Superintendent contract.

b. Discussion of MISD's Guardian Program Tex. Gov't Code §§ 551.074; 551.076

XII. Open Session

a. Consider and take possible action regarding hiring a Superintendent and approval of Superintendent contract. Tex. Gov't Code §§ 551.074 139

b. Appropriate action regarding MISD's Guardian Program Tex. Gov't Code §§ 551.074; 551.076

XIII. Adjourn

The Marathon ISD seven-member Board of Trustees is focused on student achievement and the overall success of the school district.



**Marathon
Independent School District
Board of Trustees**

**BOARD
OPERATING
PROCEDURES**

DRAFT

Welcome Marathon ISD Family!

Public education needs the input and support of the communities it serves to pursue true educational excellence. The members of the Marathon ISD Board of Trustees are proud to share with you this information about the workings of the board and encourage you to join them in this pursuit. The local school board concept grew out of American history dating back more than 300 years. Times have changed, but the basic function of school boards remains the same: to provide local citizen supervision and control over education at a point closest to the parent and child. Board members are not representatives, but are trustees who are entrusted with the education of ALL students in the district. With that in mind, the school board must work to serve the best interest of ALL students. Citizen input is important and the board listens to concerns and suggestions as part of their decision-making process.

It is an honor to serve the community and the students of Marathon ISD. The school board trustee is a volunteer position and requires many hours of dedication and service. Our board appreciates the support of our community and MISD staff.

Because a school board is a governmental body, it can take action only by majority vote at a legally called public meeting. The individual board member's major responsibility is to study, evaluate, and deliberate the policy issues confronting his or her district; then to vote in the best interest of ALL students. A board member may not step out of the policy-making role and attempt—without authorization—to speak for the total board, direct members of the staff, interfere with the administration of policy or make other individual decisions. Within the framework of state and federal law, State Board of Education, and Commissioner of Education rules, local school districts have the responsibility to shape the educational programs of their schools. It is the responsibility of the local school board to advocate for ALL students at the state and federal levels.

ETHICAL STANDARDS

Equity in attitude

- I will be fair, just, and impartial in all my decisions and actions.
- I will accord others the respect I wish for myself.
- I will encourage expressions of different opinions and listen with an open mind to other's ideas.

Trustworthiness in stewardship

- I will be accountable to the public by representing District policies, programs, priorities, and progress accurately
- I will be responsive to the community by seeking its involvement in District affairs and by communicating its priorities and concerns.
- I will work to ensure prudent and accountable use of District resources.
- I will make no personal promise or take private action that may compromise my performance or my responsibilities.

Honor in conduct

- I will tell the truth.
- I will share my views while working for consensus.
- I will respect the majority decision as the decision of the Board.
- I will base my decisions on fact rather than supposition, opinion, or public favor.

Integrity of character

- I will refuse to surrender judgement to any individual or group at the expense of the District as a whole.
- I will consistently uphold all applicable laws, rules, policies, and governance procedures.
- I will not disclose information that is confidential by law or that will needlessly harm the District if disclosed.

Commitment to service

- I will focus my attention on fulfilling the Board's responsibilities of goal setting, policymaking, and evaluation.
- I will diligently prepare for and attend Board meetings.
- I will avoid personal involvement in activities the Board has delegated to the Superintendent.
- I will seek continuing education that will enhance my ability to fulfill my duties effectively.

Student centered focus

- I will be continuously guided by what is best for all students of the District.

VISION

Marathon ISD will educate all students to their highest levels of academic achievement and personal growth, preparing productive, responsible, innovative, and compassionate life-long learners.

MISSION

All teachers and staff will provide a safe and nurturing environment, empowering students to expand and reach their individual potential, while holding them accountable through diverse, rigorous learning experiences.

CORE VALUES

Motivate *Unwavering belief in all students' unique abilities and interests*

Unlimited potential *All students and staff can learn and grow*

Safety *Ensuring all students and staff feel safe and secure*

Teamwork *All stakeholders are critical in the education process*

Academic Achievement *Focused on college, career, and military readiness*

Nurture *Commitment to social and emotional development*

Growth *Continuous improvement*

Strive to Succeed *In pursuit of excellence in all areas*

BOARD PROTOCOL

Board Meetings and Board Member Conduct

1. Anytime four (4) or more Board members are gathered to discuss school district business, it is considered a meeting.
2. Failure to post such a meeting is considered a violation of the Texas Open Meetings Act.
3. The Board shall be guided by parliamentary procedure as detailed in Robert's Rules of Order, for Small Boards and Committees, or as spelled out in adopted procedure
4. Whenever a Board Member will be late to, or absent from, a meeting or workshop, the Board Member must notify the Board President and/or the Superintendent of the absence or the anticipated time of arrival to the meeting.
5. Board members should come to the board meetings prepared to discuss and take action on all items on the agenda. At a minimum, each Board member is expected to have done the following prior to arrival at every board meeting:
 - a. Studied the material in the board packet sent to them prior to the meeting.
 - b. When possible, resolve questions beforehand by contacting the Superintendent or administrative staff.

Developing the Board Meeting Agenda

1. Agendas are drafted by the superintendent in consultation with the board president, but final approval of the agenda is the sole authority of the board president.
2. Board members who wish to place an item on the agenda must make the request in writing to the board president at least 10 days before the scheduled board meeting.
3. Should the board president decline to place an item on the agenda, the board member, by signature of one other board member, can place the item on the agenda, provided that the item is submitted to the superintendent at least 10 days before the board meeting.

Consent Agenda

1. The consent agenda includes items of routine and/or recurring nature, grouped together under one action item.
2. The consent agenda shall be limited to:
 - Routine Personnel
 - Minutes
 - Budget Amendments
 - Routine Contracts/Agreements
 - Routine Procurements
 - Acceptance of Gifts
 - Acceptance of Grants
 - Other items agreed to by the Board
3. Background material for each consent agenda item shall be furnished to the Board in the meeting's supporting documents.
4. All consent agenda items shall be acted upon by one vote without separate discussion.
5. A Board Member may request that an item be withdrawn for individual consideration.

Closed Session

1. Given the legal and sensitive nature of closed/executive sessions, the members of the Board understand that the law requires that all such sessions are strictly confidential.
2. No person other than board members and the superintendent is entitled to attend or participate in executive sessions.
3. Others may be invited to participate by consent of the board president and superintendent.
4. For the purpose of discussing his or her employment or job performance, and only for this reason, the board may exclude the superintendent from an executive session.
5. If it is in the interests of the district for a statement to be made regarding a closed-session discussion, the board president will compose an official public statement that meets with the approval of a majority of the board. Any such statement must comply with the limitations of the law.

Requesting Information About Meeting Agenda Items

1. Board Members will direct their individual requests for additional materials or information relating to Agenda related questions to the appropriate staff member via e-mail, while copying the request to the Superintendent, Board President and appropriate Board Liaison prior to the Board Meeting.
2. If the requested information is not available, the Superintendent shall inform the Board Member prior to the start of the meeting.
3. If the Board Member is unsure of which staff member would be able to answer questions, the Board Member shall seek the advice of the Board President or Superintendent.
4. In order to honor the time of MISD staff, Board members will make every attempt to request additional materials or information relating to regular Board Meeting Agenda items by 9:00 a.m. of the last working day before the scheduled meeting.

Requesting Information for Non-Related Agenda Items

1. Board members are entitled to the information they require to make informed decision on the matters before them. If a member requests information that requires an excessive amount of staff time to compile, the Superintendent and Board President shall consult with the member to find a reasonable solution.
2. Board members may e-mail or call the Superintendent or his/her staff with information requests.
3. When appropriate, information requested by a Board member will be provided to all Trustees.

Board Committees

1. The Board may, from time to time as it deems necessary, create committees to facilitate the efficient and necessary operation of the Board.
2. The President shall appoint members to special Board committees, and the Board President and the Superintendent shall be ex officio members of all Board committees unless otherwise provided by Board action.

Reference BDB Local/Legal

Board Member Visits to Campuses

1. Board Members are encouraged to visit any campus.
2. As a courtesy, Board Members will inform the campus Principal and the Superintendent's Office of any visit 24 hours in advance of the visit whenever possible, unless the Member is attending a function to which he/she has been invited.
3. Board Members must check in at the main office following district guidelines.
4. All visits are to be escorted or directed by a staff member designated by an administrator.
5. Board members may communicate with any staff member without interrupting scheduled learning periods or interfering with the learning process.
6. Board Members will not assume a supervisory role with staff or students.
7. Board Members will not assume a participator role with staff or students unless specifically requested by campus staff.

** This operating procedure does not pertain to visits as a parent, as a spectator to school events or other events open to the general public.**

Board Member Orientation

1. A District orientation for a new Board Member will be scheduled to begin within two weeks of the date a new Board Member takes the Oath of Office.
2. At a minimum, the Superintendent and Board President will participate in the orientation. Additional administrative staff may also be included to provide specific information about the District.
3. The orientation must include but will not be limited to:
 - A). Board/Superintendent Team Operating Procedures and Board Policies
 - B). Superintendent's overview of District Administrative Organization to include Curriculum & Instruction and Special Programs
 - C). Budget
 - D). Texas Open Meetings Act laws
 - E). District goals
 - F). Requirements for ongoing Board Member education and opportunities
 - G). Board's annual calendar and briefing of upcoming events
 - H). Expense reimbursement procedures

Board Member Training

1. Board members will fulfill the training requirements specified in Board Policy BBD (LEGAL) and BBD (LOCAL).

New Board Members Only

- Local District Orientation
- Texas Education Code
- Open Meetings Act
- Public Information Act

Watch for required timelines

New from the 87th Legislature

- School Safety

Every Year

- Cybersecurity
- Team Building
- Additional Continuing Education (10 or 5 hours)

Every Two Years

- Update to the TX Ed Code
- Evaluating and Improving Student Outcomes
- Sexual Abuse and Human Trafficking

2. Board members should be familiar with district policies, especially their duties as defined in policies BAA (LEGAL) and BAA (LOCAL).
3. The board will annually review its Board Operating Procedures.

Board Officers Organization

1. Board officers are nominated and elected annually following the reorganization of the board after the November elections.
2. A majority of the Board may call for officer elections at any time during the year if they deem it necessary.
3. Officers must serve a minimum of two years on the Board prior to officer election.
4. Discussions related to reorganization and election of officers may be discussed in closed session.

Board Member Vacancies

Vacancies on the Board may occur at any time. Trustee vacancies may occur if a Trustee moves out of the School District, resigns for personal reasons, encounters sudden death or illness, or presents some other valid reason to resign.

1. The departing Board Member should give notice of impending resignation as soon as possible.
2. Possible Courses of Action
 - a. Fill the vacancy via:
 - 1) Special Election
 - 2) Regularly scheduled election
 - 3) Appointment until a regularly scheduled election
 - b. Decline to fill the vacancy

REFERENCE BBC(LLEGAL)

COMMUNICATION

Public Comment

1. Persons wishing to address the board during open forum will comply with the provisions of policy regarding the rules of order for board meetings that outlines the specific times and procedures applicable to public comments during the board meeting. **Audience participation at a Board meeting is limited to the portion of the meeting designated to receive public comment in accordance with this policy.**
2. A copy of this policy will be available for public review at the posted meeting site.
3. During the open forum section of the meeting, board members will listen to comments. As the designated spokesperson, only the president may respond if a response to the speaker is required. Those responses are limited to:
 - a) Correcting misstatements of fact presented by the speaker.
 - b) Referring the speaker to applicable board policy.
4. If a member of the public has been afforded an opportunity to speak and his or her comments reflect a complaint about an individual district staff or board member, the president will refer the speaker to the appropriate formal grievance policy.
5. The Presiding Officer shall determine the total allotment of time for each Public Forum, based on the number of individuals signed up to speak at the start of each meeting. The standard time allotted for Public Forum shall be a total of 30 minutes.
6. The board must bear in mind that residents who speak during open forum have First Amendment rights. The board should seek legal advice before disallowing a resident's contribution to open forum based solely on the content of the speaker's comments; be aware that rules of decorum will be enforced during the Public Comment Period. Each participant is legally responsible for the content and consequences of his or her own statements.

REFERENCE BED(LLEGAL)

Board Member Communication

1. The Superintendent will keep all Board Members updated on district issues and concerns.
2. The Superintendent will communicate requested information to all Board Members in a reasonable time without interfering with the regular conduct of district business.
3. The Superintendent will distribute to all Board Members any information requested for the Board by any Board Member.
4. Board Members may communicate with other individual Board Members or the Superintendent or staff for the purposes of asking clarifying questions, providing clarifying information or socializing under circumstances that do not conflict with or circumvent the Texas Open Meetings Act.

Communicating with the Media

1. The board president or designee shall be the official spokesperson for the board and can only make statements on actions or positions upon which the board has taken official action.
2. Press releases on behalf of the board shall be approved by the board prior to release unless an emergency or public necessity exists.
3. The superintendent or a designated staff member shall be the official spokesperson for the district on issues that relate to district operations.
4. Statements shall not be made to the media regarding personnel or other matters protected by law.
5. A board member retains the right to speak to the media as an individual but must understand that any comment will likely be interpreted by viewers/readers as an official statement by the board.

Communicating with the Community

1. Board Members are encouraged to participate in community activities as liaisons between the public and the school district. The Board will endeavor to schedule periodic meetings to communicate with the public. When doing so, Board Members are expected to:
 - a. Listen politely and respectfully.
 - b. Accurately relay information about the district in a positive and truthful manner.
 - c. Refer questions about specific district activities/issues to the appropriate staff person or spokesperson when they do not know the answers.
 - d. Clarify Board Member's limitations, obligations, and responsibilities as a member of the Board.
 - e. Respect Board decisions.
2. A Board Member retains the right to speak to anyone as an individual, but must understand that any comment will likely be interpreted by the listener as being an official statement of the Board.
3. In speaking as an individual, the Board Member should:
 - a. Clarify that he or she is speaking as an individual and not for the Board.
 - b. Remind community representatives of any position or action that the Board has officially taken related to the issue in question.

Responding to Community or Employee Complaints

1. Board members should not participate in a discussion regarding complaints but should instead direct the person making the complaint to the appropriate chain of command within the district.
2. Board members should inform the citizen of his/her due process and remind them that the Board member needs to remain impartial in case the situation comes before the Board at a later date.
3. Board members will inform the Superintendent of complaints brought to them.
4. The Superintendent will inform the board of complaints brought to him/her regarding the health and well being of the district.

COMPLIANCE

Superintendent Evaluation

The Superintendent evaluation instrument will be updated and approved annually in conjunction with the adoption of the Board and Superintendent Goals.

1. Three formative evaluations may be conducted annually in closed sessions at the Board Agenda Workshops. The suggested dates of these evaluations are the Agenda Workshops in **February, August and November**, or as close to those months as possible. New Board members will receive training on how to evaluate the superintendent prior to the first formative dialogue session. A summative evaluation will be conducted in closed session annually in **May/June**.
2. This closed session shall be on a date separate from the regular monthly Board Agenda Workshop or Board Meeting.
3. This session may include a discussion of the Superintendent's contract. The Board will use the approved evaluation instrument for the summative evaluation. A copy of the evaluation document will be completed in advance by each Board Member and brought with the Board Member to a special closed session meeting. After coming to a consensus on each evaluated item, the Board shall prepare a single composite Summative Evaluation Document to be given to the Superintendent for discussion during that closed meeting. The Board shall strive to accomplish the following objectives during each evaluation:
 - a. Develop and sustain a harmonious working relationship between the Board and the Superintendent.
 - b. Formulate Board consensus about the Superintendent's performance and the District's progress toward achieving its goals and objectives.

Compliance of Board Operating Procedures

1. If a Board Member has a serious, specific, concern about the performance of another member which appears to be in violation of Board Operating Procedures or Policies, the recommended process for addressing such concerns shall be the following:
 - a. The concerned member shall have a private conversation with the member in order to work out the differences or resolve the issue(s).
 - b. If the concern(s) remain, the concerned member will meet privately with the Board President and outline the specific issue(s). The Board President and the complainant will meet with the member and attempt to resolve the issue(s). If the concern is with the performance of the Board President, the Vice President will be notified and will meet with the complainant.
 - c. If the issue is still not resolved, the complainant will hold a conference with the Board President (or Vice President with concerns regarding the President) and the Superintendent (or the Superintendent's designee) to develop a plan of action to resolve the concerns.
 - d. When a member with concern(s) about another member's performance has gone through the outlined steps above and the issue(s) remain unresolved the concerned member will, through the Board President, request that an item be placed on a regularly scheduled agenda as an executive/closed session item, posted as "Consideration of the Duties of a Public Officer." See Board Operating Procedure, Meetings, "Preparation of the Agenda," regarding the steps to follow when placing an item on the agenda. Should the Board determine that reprimand or censorship is warranted, such action may only be taken in a duly posted public meeting.
 - e. No action may be taken that would conflict with the Texas Open Meetings Act. Nothing in this operating procedure shall be construed to limit a Board Member's constitutional rights.

Marathon ISD
Sep-22

Total Monthly Collected:	5,548.01
Total Paid Taxes	
Current Base (M&O)	2,389.40
Penalty	286.76
Interest	191.19
Atty Fees	0.00
Current Base (I&S)	
Penalty	
Interest	
Delinquent Base (M&O)	1,844.08
Penalty	221.29
Interest	615.29
Atty Fees	536.13
Delinquent Base (I&S)	
Penalty	
Interest	
Atty Fees	
Current BPP	0.00
Penalty	0.00
Interest	0.00
Atty Fees	0.00
Delinquent BPP	0.00
Penalty	0.00
Interest	0.00
Atty Fees	0.00
CED Base	0.00
Penalty	0.00
Interest	0.00
Atty Fees	0.00
Refunds	0.00

Total Yearly Collected:	\$1,082,471.25
Total Paid Taxes	10/1/2021 to 9/30/2022
Current Base (M&O)	1,062,567.81
Penalty	3,060.60
Interest	1,237.11
Atty Fees	
Current Base (I&S)	
Penalty	
Interest	
Delinquent Base (M&O)	11,379.22
Penalty	1,282.96
Interest	2,943.55
Atty Fees	3,088.14
Delinquent Base (I&S)	
Penalty	
Interest	
Atty Fees	
Current BPP	384.08
Penalty	0.35
Interest	0.11
Atty Fees	0.00
Delinquent BPP	13.44
Penalty	0.00
Interest	0.00
Atty Fees	2.68
CED Base	0.00
Penalty	0.00
Interest	0.00
Atty Fees	0.00
Refunds	2,212.25
Percentage	98.67%

Tax Collections Activity Report - Current/Delinquent

10/3/2022 1:47:41PM Report Criteria

Entity: ALL
 Year: ALL
 Date Range: 09/01/2022 to 09/30/2022
 Batch(es): ALL

Entity Marathon ISD

Current Year	M&O	I&S	Delinquent Years	M&O	I&S	All Years	M&O	I&S
Taxes	2,389.40	0.00	Taxes	1,844.08	0.00	Taxes	4,233.48	0.00
Discounts	0.00	0.00	Discounts	0.00	0.00	Discounts	0.00	0.00
Penalty	286.76	0.00	Penalty	221.29	0.00	Penalty	508.05	0.00
Interest	191.19	0.00	Interest	615.29	0.00	Interest	806.48	0.00
Total Collected	2,867.35	0.00	Total Collected	2,680.66	0.00	Total Collected	5,548.01	0.00
Total Collected	2,867.35		Total Collected	2,680.66		Total Collected	5,548.01	
Refunds Paid			Refunds Paid			Refunds Paid		
Taxes	0.00	0.00	Taxes	0.00	0.00	Taxes	0.00	0.00
Penalty	0.00	0.00	Penalty	0.00	0.00	Penalty	0.00	0.00
Interest	0.00	0.00	Interest	0.00	0.00	Interest	0.00	0.00
Total Refunded:	0.00	0.00	Total Refunded:	0.00	0.00	Total Refunded:	0.00	0.00
Total Refunded:	0.00		Total Refunded:	0.00		Total Refunded:	0.00	
Taxes	2,389.40	0.00	Taxes	1,844.08	0.00	Taxes	4,233.48	0.00
Penalty	286.76	0.00	Penalty	221.29	0.00	Penalty	508.05	0.00
Interest	191.19	0.00	Interest	615.29	0.00	Interest	806.48	0.00
Total Disbursed:	2,867.35	0.00	Total Disbursed:	2,680.66	0.00	Total Disbursed:	5,548.01	0.00
Total Disbursed:	2,867.35		Total Disbursed:	2,680.66		Total Disbursed:	5,548.01	
Current Year			Delinquent Years			All Years		
Total Collected	2,867.35		Total Collected	2,680.66		Total Collected	5,548.01	
Attorney Fees	573.55		Attorney Fees	536.13		Attorney Fees	1,109.68	
Other Fees	0.00		Other Fees	0.00		Other Fees	0.00	
Overpayments	0.00		Overpayments	0.00		Overpayments	0.00	
Total Paid	3,440.90		Total Paid	3,216.79		Total Paid	6,657.69	
Underpayments	0.33		Underpayments	0.00		Underpayments	0.33	
Total Paid	3,440.90		Total Paid	3,216.79		Total Paid	6,657.69	
Attorney Fees	573.55		Attorney Fees	536.13		Attorney Fees	1,109.68	
Refunds Paid - Attorney Fees	0.00		Refunds Paid - Attorney Fees	0.00		Refunds Paid - Attorney Fees	0.00	
Attorney Fee Disbursement Amount	573.55		Attorney Fee Disbursement Amount	536.13		Attorney Fee Disbursement Amount	1,109.68	

Tax Collections Activity Report - Current/Delinquent

10/3/2022 1:47:41PM Report Criteria

Entity: ALL
 Year: ALL
 Date Range: 09/01/2022 to 09/30/2022
 Batch(es): ALL

Entity MISD BPP

Current Year	M&O	I&S	Delinquent Years	M&O	I&S	All Years	M&O	I&S
Taxes	0.00	0.00	Taxes	0.00	0.00	Taxes	0.00	0.00
Discounts	0.00	0.00	Discounts	0.00	0.00	Discounts	0.00	0.00
Penalty	0.00	0.00	Penalty	0.00	0.00	Penalty	0.00	0.00
Interest	0.00	0.00	Interest	0.00	0.00	Interest	0.00	0.00
Total Collected	0.00	0.00	Total Collected	0.00	0.00	Total Collected	0.00	0.00
Total Collected	0.00		Total Collected	0.00		Total Collected	0.00	
Refunds Paid			Refunds Paid			Refunds Paid		
Taxes	0.00	0.00	Taxes	0.00	0.00	Taxes	0.00	0.00
Penalty	0.00	0.00	Penalty	0.00	0.00	Penalty	0.00	0.00
Interest	0.00	0.00	Interest	0.00	0.00	Interest	0.00	0.00
Total Refunded:	0.00	0.00	Total Refunded:	0.00	0.00	Total Refunded:	0.00	0.00
Total Refunded:	0.00		Total Refunded:	0.00		Total Refunded:	0.00	
Taxes	0.00	0.00	Taxes	0.00	0.00	Taxes	0.00	0.00
Penalty	0.00	0.00	Penalty	0.00	0.00	Penalty	0.00	0.00
Interest	0.00	0.00	Interest	0.00	0.00	Interest	0.00	0.00
Total Disbursed:	0.00	0.00	Total Disbursed:	0.00	0.00	Total Disbursed:	0.00	0.00
Total Disbursed:	0.00		Total Disbursed:	0.00		Total Disbursed:	0.00	
Current Year			Delinquent Years			All Years		
Total Collected	0.00		Total Collected	0.00		Total Collected	0.00	
Attorney Fees	0.00		Attorney Fees	0.00		Attorney Fees	0.00	
Other Fees	0.00		Other Fees	0.00		Other Fees	0.00	
Overpayments	0.00		Overpayments	0.00		Overpayments	0.00	
Total Paid	0.00		Total Paid	0.00		Total Paid	0.00	
Underpayments	0.00		Underpayments	0.00		Underpayments	0.00	
Total Paid	0.00		Total Paid	0.00		Total Paid	0.00	
Attorney Fees	0.00		Attorney Fees	0.00		Attorney Fees	0.00	
Refunds Paid - Attorney Fees	0.00		Refunds Paid - Attorney Fees	0.00		Refunds Paid - Attorney Fees	0.00	
Attorney Fee Disbursement Amount	0.00		Attorney Fee Disbursement Amount	0.00		Attorney Fee Disbursement Amount	0.00	

Tax Collections Activity Report - Current/Delinquent

10/3/2022 1:47:41PM Report Criteria

Entity: ALL
 Year: ALL
 Date Range: 09/01/2022 to 09/30/2022
 Batch(es): ALL

Entity MCED

Current Year	M&O	I&S	Delinquent Years	M&O	I&S	All Years	M&O	I&S
Taxes	0.00	0.00	Taxes	0.00	0.00	Taxes	0.00	0.00
Discounts	0.00	0.00	Discounts	0.00	0.00	Discounts	0.00	0.00
Penalty	0.00	0.00	Penalty	0.00	0.00	Penalty	0.00	0.00
Interest	0.00	0.00	Interest	0.00	0.00	Interest	0.00	0.00
Total Collected	0.00	0.00	Total Collected	0.00	0.00	Total Collected	0.00	0.00
Total Collected	0.00	0.00	Total Collected	0.00	0.00	Total Collected	0.00	0.00
Refunds Paid			Refunds Paid			Refunds Paid		
Taxes	0.00	0.00	Taxes	0.00	0.00	Taxes	0.00	0.00
Penalty	0.00	0.00	Penalty	0.00	0.00	Penalty	0.00	0.00
Interest	0.00	0.00	Interest	0.00	0.00	Interest	0.00	0.00
Total Refunded:	0.00	0.00	Total Refunded:	0.00	0.00	Total Refunded:	0.00	0.00
Total Refunded:	0.00	0.00	Total Refunded:	0.00	0.00	Total Refunded:	0.00	0.00
Taxes	0.00	0.00	Taxes	0.00	0.00	Taxes	0.00	0.00
Penalty	0.00	0.00	Penalty	0.00	0.00	Penalty	0.00	0.00
Interest	0.00	0.00	Interest	0.00	0.00	Interest	0.00	0.00
Total Disbursed:	0.00	0.00	Total Disbursed:	0.00	0.00	Total Disbursed:	0.00	0.00
Total Disbursed:	0.00	0.00	Total Disbursed:	0.00	0.00	Total Disbursed:	0.00	0.00
Current Year			Delinquent Years			All Years		
Total Collected	0.00		Total Collected	0.00		Total Collected		0.00
Attorney Fees	0.00		Attorney Fees	0.00		Attorney Fees		0.00
Other Fees	0.00		Other Fees	0.00		Other Fees		0.00
Overpayments	0.00		Overpayments	0.00		Overpayments		0.00
Total Paid	0.00		Total Paid	0.00		Total Paid		0.00
Underpayments	0.00		Underpayments	0.00		Underpayments		0.00
Total Paid	0.00		Total Paid	0.00		Total Paid		0.00
Attorney Fees	0.00		Attorney Fees	0.00		Attorney Fees		0.00
Refunds Paid - Attorney Fees	0.00		Refunds Paid - Attorney Fees	0.00		Refunds Paid - Attorney Fees		0.00
Attorney Fee Disbursement Amount	0.00		Attorney Fee Disbursement Amount	0.00		Attorney Fee Disbursement Amount		0.00

Year to Date Recap Report

September 2022 (09/01/2022 - 09/30/2022)

10/3/2022 1:57:36PM

Totals for Entity: 23 Marathon ISD

Year	Original Tax	Adjustments	Adjusted Tax	Base Tax Pd	Under	Disc	Eff Taxes Paid	Penalty	Interest	Att. Fee	Overage	Payments	Balance	%	#Owed
1971	18.55	0.00	18.55	18.55	0.00	0.00	18.55	0.00	0.00	0.00	0.00	18.55	0.00	100.00	0
1972	18.56	0.00	18.56	18.56	0.00	0.00	18.56	0.00	0.00	0.00	0.00	18.56	0.00	100.00	0
1973	18.56	0.00	18.56	18.56	0.00	0.00	18.56	0.00	0.00	0.00	0.00	18.56	0.00	100.00	0
1974	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.00	0
1975	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.00	0
1976	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.00	0
1977	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.00	0
1978	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.00	0
1979	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.00	0
1980	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.00	0
1981	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.00	0
1982	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.00	0
1983	403.75	-355.30	48.45	48.45	0.00	0.00	48.45	3.64	78.76	16.91	0.00	147.76	0.00	100.00	0
1984	1,033.08	-613.07	420.01	420.01	0.00	0.00	420.01	37.04	769.41	167.27	0.00	1,393.73	0.00	100.00	0
1985	1,797.09	-1,460.62	336.47	336.47	0.00	0.00	336.47	26.15	527.88	115.82	0.00	1,006.32	0.00	100.00	0
1986	1,899.75	-1,623.26	276.49	276.49	0.00	0.00	276.49	25.42	487.25	108.67	0.00	897.83	0.00	100.00	0
1987	1,981.43	-1,206.32	755.11	755.11	0.00	0.00	755.11	86.16	1,855.44	398.94	0.00	3,095.65	0.00	100.00	0
1988	1,954.87	-1,164.86	790.01	790.01	0.00	0.00	790.01	90.12	1,874.86	407.37	0.00	3,162.36	0.00	100.00	0
1989	1,960.98	-1,150.11	810.87	810.87	0.00	0.00	810.87	73.94	1,455.17	321.84	0.00	2,661.82	0.00	100.00	0
1990	2,024.73	-1,179.43	845.30	845.30	0.00	0.00	845.30	76.72	1,431.20	322.07	0.00	2,675.29	0.00	100.00	0
1991	937.59	-417.23	520.36	520.36	0.00	0.00	520.36	50.81	815.05	193.36	0.00	1,579.58	0.00	100.00	0
1992	781.15	-306.25	474.90	474.90	0.00	0.00	474.90	48.58	724.84	176.71	0.00	1,425.03	0.00	100.00	0
1993	2,468.51	-954.24	1,514.27	1,514.27	0.00	0.00	1,514.27	159.05	2,241.14	558.89	0.00	4,473.35	0.00	100.00	0
1994	2,354.46	-1,030.07	1,324.39	1,324.39	0.00	0.00	1,324.39	133.45	1,797.57	456.48	0.00	3,711.89	0.00	100.00	0
1995	2,902.43	-1,081.92	1,820.51	1,820.51	0.00	0.00	1,820.51	150.77	1,855.97	489.52	0.00	4,316.77	0.00	100.00	0
1996	3,696.79	-1,220.58	2,476.21	2,476.21	0.00	0.00	2,476.21	181.27	2,019.06	556.71	0.00	5,233.25	0.00	100.00	0
1997	4,223.17	-1,418.58	2,804.59	2,804.59	0.00	0.00	2,804.59	209.28	2,194.50	622.14	0.00	5,830.51	0.00	100.00	0
1998	5,453.51	-1,445.52	4,007.99	4,007.99	0.00	0.00	4,007.99	268.31	2,423.51	739.10	0.00	7,438.91	0.00	100.00	0
1999	10,414.83	-1,459.91	8,954.92	8,954.92	0.00	0.00	8,954.92	432.96	3,704.64	1,013.58	0.00	14,106.10	0.00	100.00	0
2000	56,668.49	-1,428.35	55,240.14	55,240.14	0.00	0.00	55,240.14	487.42	3,263.21	1,032.10	0.00	60,022.87	0.00	100.00	0
2001	712,159.02	440.79	712,599.81	712,515.96	0.00	0.00	712,515.96	782.87	4,222.93	1,392.74	0.00	718,914.50	83.85	99.99	1
2002	694,002.92	-1,278.31	692,724.61	691,893.16	0.00	0.00	691,893.16	1,197.97	4,806.24	2,070.09	0.00	699,967.46	831.45	99.88	38
2003	662,708.92	-1,753.08	660,955.84	660,125.76	0.28	0.00	660,126.04	1,365.79	3,979.72	2,194.36	0.11	667,665.74	829.80	99.87	38
2004	713,904.51	-5,139.83	708,764.68	707,850.54	2.03	0.00	707,852.57	3,949.95	4,483.16	3,250.35	1.28	719,535.28	912.11	99.87	41

Effective Taxes Paid = Base Tax Pd + Under + Disc
 Amount Paid = Base Tax Pd + Penalty + Interest + Att. Fee+ Overage
 Balance = Adjusted Tax- Eff Taxes Paid

Year to Date Recap Report

September 2022 (09/01/2022 - 09/30/2022)

10/3/2022 1:57:36PM

Totals for Entity: 23 Marathon ISD

Year	Original Tax	Adjustments	Adjusted Tax	Base Tax Pd	Under	Disc	Eff Taxes Paid	Penalty	Interest	Att. Fee	Overage	Payments	Balance	%	#Owed
2005	720,343.60	-5,722.65	714,620.95	713,476.73	2.23	0.00	713,478.96	4,437.44	3,541.77	2,286.27	2.25	723,744.46	1,141.99	99.84	43
2006	685,376.41	-5,415.79	679,960.62	678,950.05	0.97	0.00	678,951.02	3,480.41	2,977.23	2,930.11	1.73	688,339.53	1,009.60	99.85	42
2007	542,646.13	-12,597.90	530,048.23	529,276.82	0.84	0.00	529,277.66	2,372.99	1,615.24	1,603.55	2.19	534,870.79	770.57	99.85	43
2008	649,499.84	-2,249.89	647,249.95	646,270.86	2.32	0.00	646,273.18	2,874.92	2,321.64	1,812.04	1.31	653,280.77	976.77	99.85	47
2009	713,110.54	-33,305.88	679,804.66	678,369.18	0.26	0.00	678,369.44	3,563.79	2,847.24	2,986.04	1.77	687,768.02	1,435.22	99.79	54
2010	708,741.13	-2,670.27	706,070.86	704,538.81	4.28	0.00	704,543.09	2,741.29	2,639.32	2,644.49	3.35	712,567.26	1,527.77	99.78	60
2011	744,512.55	-1,714.85	742,797.70	741,337.32	0.79	0.00	741,338.11	2,909.15	2,870.51	2,550.13	1.81	749,668.92	1,459.59	99.80	59
2012	764,146.94	-2,018.40	762,128.54	760,569.10	4.19	0.00	760,573.29	2,920.06	2,765.29	2,545.84	2.45	768,802.74	1,555.25	99.80	63
2013	788,693.11	-6,169.63	782,523.48	780,945.68	2.12	0.00	780,947.80	4,395.03	3,767.31	4,433.91	5.79	793,547.72	1,575.68	99.80	67
2014	873,578.88	-17,511.24	856,067.64	854,423.83	6.68	0.00	854,430.51	4,074.10	2,940.54	3,231.22	4.93	864,674.62	1,637.13	99.81	72
2015	968,189.65	-4,782.13	963,407.52	961,216.98	3.08	0.00	961,220.06	4,170.66	2,996.47	2,694.45	6.47	971,085.03	2,187.46	99.77	80
2016	1,020,985.68	-14,639.27	1,006,346.41	1,002,973.10	4.17	0.00	1,002,977.27	3,965.10	3,148.89	4,650.68	3.34	1,014,741.11	3,369.14	99.66	89
2017	1,053,948.10	-5,063.56	1,048,884.54	1,045,540.86	2.23	0.00	1,045,543.09	3,954.96	3,043.03	4,205.61	3.37	1,056,747.83	3,341.45	99.68	89
2018	1,100,430.61	-11,584.44	1,088,846.17	1,086,435.36	3.21	0.00	1,086,438.57	3,274.31	3,171.58	4,293.95	3.26	1,097,178.46	2,407.60	99.78	93
2019	1,013,806.07	-22,591.85	991,214.22	988,299.42	6.34	0.00	988,305.76	2,863.75	2,063.74	2,928.90	1.79	996,157.60	2,908.46	99.71	105
2020	1,038,705.63	-3,990.28	1,034,715.35	1,026,292.19	1.88	0.00	1,026,294.07	4,120.36	2,011.53	2,348.23	3.14	1,034,775.45	8,421.28	99.19	133
2021	1,080,554.10	-3,709.13	1,076,844.97	1,062,567.81	2.09	0.00	1,062,569.90	3,060.60	1,237.11	1,181.27	1.18	1,068,047.97	14,275.07	98.67	180
Total for all Delinquent Years:															
	16,272,482.52	-179,274.08	16,093,208.44	16,054,778.37	47.90	0.00	16,054,826.27	65,955.99	91,732.84	64,750.44	50.34	16,277,267.98	38,382.17		1,257
Totals for All Years:															
	17,353,036.62	-182,983.21	17,170,053.41	17,117,346.18	49.99	0.00	17,117,396.17	69,016.59	92,969.95	65,931.71	51.52	17,345,315.95	52,657.24		1,437
Refund Paid:															
				-49,301.09		0.00		-588.51	-434.78	-228.39	-0.01	-50,552.78			

Year to Date Recap Report

September 2022 (09/01/2022 - 09/30/2022)

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Totals for Entity: 23BP MISD BPP

Year	Original Tax	Adjustments	Adjusted Tax	Base Tax Pd	Under	Disc	Eff Taxes Paid	Penalty	Interest	Att. Fee	Overage	Payments	Balance	%	#Owed
2006	528.48	-97.72	430.76	430.76	0.00	0.00	430.76	11.61	7.08	14.25	0.00	463.70	0.00	100.00	0
2007	592.53	-274.81	317.72	317.72	0.00	0.00	317.72	7.04	1.43	0.00	0.00	326.19	0.00	100.00	0
2008	768.08	-3.06	765.02	764.98	0.04	0.00	765.02	15.62	7.94	0.00	0.00	788.54	0.00	99.99	0
2009	20,427.10	-20,093.94	333.16	333.16	0.00	0.00	333.16	6.46	3.30	0.00	0.00	342.92	0.00	100.00	0
2010	119.94	0.00	119.94	119.94	0.00	0.00	119.94	0.00	0.00	0.00	0.00	119.94	0.00	100.00	0
2011	402.85	-41.62	361.23	361.23	0.00	0.00	361.23	13.70	4.97	0.00	0.00	379.90	0.00	100.00	0
2012	637.88	-57.72	580.16	580.16	0.00	0.00	580.16	4.80	2.40	0.00	0.00	587.36	0.00	100.00	0
2013	1,002.65	-443.17	559.48	558.92	0.00	0.00	558.92	7.05	6.41	0.00	0.00	572.38	0.56	99.90	1
2014	281.25	-19.49	261.76	261.22	0.00	0.00	261.22	2.97	0.56	0.00	0.02	264.77	0.54	99.79	1
2015	31,974.19	-30,466.16	1,508.03	1,500.05	0.00	0.00	1,500.05	3.13	1.57	0.00	0.02	1,504.77	7.98	99.47	2
2016	234.16	-13.11	221.05	213.07	0.00	0.00	213.07	2.08	0.37	0.00	0.00	215.52	7.98	96.39	2
2017	270.90	-114.54	156.36	148.38	0.00	0.00	148.38	0.37	0.18	0.66	0.00	149.59	7.98	94.90	2
2018	1,169.44	-996.67	172.77	164.76	0.03	0.00	164.79	0.69	0.35	1.36	0.00	167.16	7.98	95.36	2
2019	366.22	-62.05	304.17	303.67	0.00	0.00	303.67	0.59	0.14	1.35	0.06	305.81	0.50	99.84	1
2020	336.92	0.00	336.92	336.42	0.00	0.00	336.42	0.18	0.05	1.33	0.00	337.98	0.50	99.85	1
2021	715.93	-331.38	384.55	384.08	0.00	0.00	384.08	0.35	0.11	0.00	0.00	384.54	0.47	99.88	1
Total for all Delinquent Years:															
	59,112.59	-52,684.06	6,428.53	6,394.44	0.07	0.00	6,394.51	76.29	36.75	18.95	0.10	6,526.53	34.02		12
Totals for All Years:															
	59,828.52	-53,015.44	6,813.08	6,778.52	0.07	0.00	6,778.59	76.64	36.86	18.95	0.10	6,911.07	34.49		13
Refund Paid:															
				-252.65		0.00		-2.46	-1.23	0.00	0.00	-256.34			

Effective Taxes Paid = Base Tax Pd + Under + Disc
 Amount Paid = Base Tax Pd + Penalty + Interest + Att. Fee+ Overage
 Balance = Adjusted Tax- Eff Taxes Paid

Year to Date Recap Report

September 2022 (09/01/2022 - 09/30/2022)

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Totals for Entity: 27 MCED

Year	Original Tax	Adjustments	Adjusted Tax	Base Tax Pd	Under	Disc	Eff Taxes Paid	Penalty	Interest	Att. Fee	Overage	Payments	Balance	%	#Owed
1991	1,438.69	-652.90	785.79	785.79	0.00	0.00	785.79	77.60	1,249.66	296.11	0.00	2,409.16	0.00	100.00	0
1992	1,472.09	-643.08	829.01	829.01	0.00	0.00	829.01	86.56	1,322.26	319.50	0.00	2,557.33	0.00	100.00	0
Total for all Delinquent Years:															
	2,910.78	-1,295.98	1,614.80	1,614.80	0.00	0.00	1,614.80	164.16	2,571.92	615.61	0.00	4,966.49	0.00		0
Totals for All Years:															
	2,910.78	-1,295.98	1,614.80	1,614.80	0.00	0.00	1,614.80	164.16	2,571.92	615.61	0.00	4,966.49	0.00		0
Refund Paid:															
				0.00		0.00		0.00	0.00	0.00	0.00	0.00	0.00		

Effective Taxes Paid = Base Tax Pd + Under + Disc
 Amount Paid = Base Tax Pd + Penalty + Interest + Att. Fee+ Overage
 Balance = Adjusted Tax- Eff Taxes Paid

Tax Collections Activity Report - Current/Delinquent

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Entity: ALL
 Year: ALL
 Date Range: 10/01/2021 to 09/30/2022
 Batch(es): ALL

Entity Marathon ISD

Current Year	M&O	I&S	Delinquent Years	M&O	I&S	All Years	M&O	I&S
Taxes	1,064,667.54	0.00	Taxes	11,484.38	0.00	Taxes	1,076,151.92	0.00
Discounts	0.00	0.00	Discounts	0.00	0.00	Discounts	0.00	0.00
Penalty	3,060.60	0.00	Penalty	1,289.27	0.00	Penalty	4,349.87	0.00
Interest	1,237.11	0.00	Interest	2,944.60	0.00	Interest	4,181.71	0.00
Total Collected	1,068,965.25	0.00	Total Collected	15,718.25	0.00	Total Collected	1,084,683.50	0.00
Total Collected	1,068,965.25		Total Collected	15,718.25		Total Collected	1,084,683.50	
Refunds Paid			Refunds Paid			Refunds Paid		
Taxes	2,099.73	0.00	Taxes	105.16	0.00	Taxes	2,204.89	0.00
Penalty	0.00	0.00	Penalty	6.31	0.00	Penalty	6.31	0.00
Interest	0.00	0.00	Interest	1.05	0.00	Interest	1.05	0.00
Total Refunded:	2,099.73	0.00	Total Refunded:	112.52	0.00	Total Refunded:	2,212.25	0.00
Total Refunded:	2,099.73		Total Refunded:	112.52		Total Refunded:	2,212.25	
Taxes	1,062,567.81	0.00	Taxes	11,379.22	0.00	Taxes	1,073,947.03	0.00
Penalty	3,060.60	0.00	Penalty	1,282.96	0.00	Penalty	4,343.56	0.00
Interest	1,237.11	0.00	Interest	2,943.55	0.00	Interest	4,180.66	0.00
Total Disbursed:	1,066,865.52	0.00	Total Disbursed:	15,605.73	0.00	Total Disbursed:	1,082,471.25	0.00
Total Disbursed:	1,066,865.52		Total Disbursed:	15,605.73		Total Disbursed:	1,082,471.25	
	Current Year			Delinquent Years			All Years	
Total Collected	1,068,965.25		Total Collected	15,718.25		Total Collected	1,084,683.50	
Attorney Fees	1,181.27		Attorney Fees	3,088.14		Attorney Fees	4,269.41	
Other Fees	0.00		Other Fees	0.00		Other Fees	0.00	
Overpayments	1.18		Overpayments	0.59		Overpayments	1.77	
Total Paid	1,070,147.70		Total Paid	18,806.98		Total Paid	1,088,954.68	
Underpayments	2.09		Underpayments	0.07		Underpayments	2.16	
Total Paid	1,070,147.70		Total Paid	18,806.98		Total Paid	1,088,954.68	
Attorney Fees	1,181.27		Attorney Fees	3,088.14		Attorney Fees	4,269.41	
Refunds Paid - Attorney Fees	0.00		Refunds Paid - Attorney Fees	0.00		Refunds Paid - Attorney Fees	0.00	
Attorney Fee Disbursement Amount	1,181.27		Attorney Fee Disbursement Amount	3,088.14		Attorney Fee Disbursement Amount	4,269.41	

Tax Collections Activity Report - Current/Delinquent

10/3/2022 1:50:25PM Report Criteria

Entity: ALL
 Year: ALL
 Date Range: 10/01/2021 to 09/30/2022
 Batch(es): ALL

Entity MISD BPP

Current Year	M&O	I&S	Delinquent Years	M&O	I&S	All Years	M&O	I&S
Taxes	384.08	0.00	Taxes	13.44	0.00	Taxes	397.52	0.00
Discounts	0.00	0.00	Discounts	0.00	0.00	Discounts	0.00	0.00
Penalty	0.35	0.00	Penalty	0.00	0.00	Penalty	0.35	0.00
Interest	0.11	0.00	Interest	0.00	0.00	Interest	0.11	0.00
Total Collected	384.54	0.00	Total Collected	13.44	0.00	Total Collected	397.98	0.00
Total Collected	384.54		Total Collected	13.44		Total Collected	397.98	
Refunds Paid			Refunds Paid			Refunds Paid		
Taxes	0.00	0.00	Taxes	0.00	0.00	Taxes	0.00	0.00
Penalty	0.00	0.00	Penalty	0.00	0.00	Penalty	0.00	0.00
Interest	0.00	0.00	Interest	0.00	0.00	Interest	0.00	0.00
Total Refunded:	0.00	0.00	Total Refunded:	0.00	0.00	Total Refunded:	0.00	0.00
Total Refunded:	0.00		Total Refunded:	0.00		Total Refunded:	0.00	
Taxes	384.08	0.00	Taxes	13.44	0.00	Taxes	397.52	0.00
Penalty	0.35	0.00	Penalty	0.00	0.00	Penalty	0.35	0.00
Interest	0.11	0.00	Interest	0.00	0.00	Interest	0.11	0.00
Total Disbursed:	384.54	0.00	Total Disbursed:	13.44	0.00	Total Disbursed:	397.98	0.00
Total Disbursed:	384.54		Total Disbursed:	13.44		Total Disbursed:	397.98	
	Current Year			Delinquent Years			All Years	
Total Collected	384.54		Total Collected	13.44		Total Collected	397.98	
Attorney Fees	0.00		Attorney Fees	2.68		Attorney Fees	2.68	
Other Fees	0.00		Other Fees	0.00		Other Fees	0.00	
Overpayments	0.00		Overpayments	0.00		Overpayments	0.00	
Total Paid	384.54		Total Paid	16.12		Total Paid	400.66	
Underpayments	0.00		Underpayments	0.00		Underpayments	0.00	
Total Paid	384.54		Total Paid	16.12		Total Paid	400.66	
Attorney Fees	0.00		Attorney Fees	2.68		Attorney Fees	2.68	
Refunds Paid - Attorney Fees	0.00		Refunds Paid - Attorney Fees	0.00		Refunds Paid - Attorney Fees	0.00	
Attorney Fee Disbursement Amount	0.00		Attorney Fee Disbursement Amount	2.68		Attorney Fee Disbursement Amount	2.68	

Tax Collections Activity Report - Current/Delinquent

10/3/2022 1:50:25PM Report Criteria

Entity: ALL
 Year: ALL
 Date Range: 10/01/2021 to 09/30/2022
 Batch(es): ALL

Entity **MCED**

Current Year	M&O	I&S	Delinquent Years	M&O	I&S	All Years	M&O	I&S
Taxes	0.00	0.00	Taxes	0.00	0.00	Taxes	0.00	0.00
Discounts	0.00	0.00	Discounts	0.00	0.00	Discounts	0.00	0.00
Penalty	0.00	0.00	Penalty	0.00	0.00	Penalty	0.00	0.00
Interest	0.00	0.00	Interest	0.00	0.00	Interest	0.00	0.00
Total Collected	0.00	0.00	Total Collected	0.00	0.00	Total Collected	0.00	0.00
Total Collected	0.00		Total Collected	0.00		Total Collected	0.00	
Refunds Paid			Refunds Paid			Refunds Paid		
Taxes	0.00	0.00	Taxes	0.00	0.00	Taxes	0.00	0.00
Penalty	0.00	0.00	Penalty	0.00	0.00	Penalty	0.00	0.00
Interest	0.00	0.00	Interest	0.00	0.00	Interest	0.00	0.00
Total Refunded:	0.00	0.00	Total Refunded:	0.00	0.00	Total Refunded:	0.00	0.00
Total Refunded:	0.00		Total Refunded:	0.00		Total Refunded:	0.00	
Taxes	0.00	0.00	Taxes	0.00	0.00	Taxes	0.00	0.00
Penalty	0.00	0.00	Penalty	0.00	0.00	Penalty	0.00	0.00
Interest	0.00	0.00	Interest	0.00	0.00	Interest	0.00	0.00
Total Disbursed:	0.00	0.00	Total Disbursed:	0.00	0.00	Total Disbursed:	0.00	0.00
Total Disbursed:	0.00		Total Disbursed:	0.00		Total Disbursed:	0.00	
Current Year			Delinquent Years			All Years		
Total Collected	0.00		Total Collected	0.00		Total Collected	0.00	
Attorney Fees	0.00		Attorney Fees	0.00		Attorney Fees	0.00	
Other Fees	0.00		Other Fees	0.00		Other Fees	0.00	
Overpayments	0.00		Overpayments	0.00		Overpayments	0.00	
Total Paid	0.00		Total Paid	0.00		Total Paid	0.00	
Underpayments	0.00		Underpayments	0.00		Underpayments	0.00	
Total Paid	0.00		Total Paid	0.00		Total Paid	0.00	
Attorney Fees	0.00		Attorney Fees	0.00		Attorney Fees	0.00	
Refunds Paid - Attorney Fees	0.00		Refunds Paid - Attorney Fees	0.00		Refunds Paid - Attorney Fees	0.00	
Attorney Fee Disbursement Amount	0.00		Attorney Fee Disbursement Amount	0.00		Attorney Fee Disbursement Amount	0.00	

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Totals for Entity: 23 Marathon ISD

Year	Base Tax Pd	Under	Discounts	Eff Taxes Paid	Penalty	Interest	Att. Fee	Overage	Payments	Adjustments
1971	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1972	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1973	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1974	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1975	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1976	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1977	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1978	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1979	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1980	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1981	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1982	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1983	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1985	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1986	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1987	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1988	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1989	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1990	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1991	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1992	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1993	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1994	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1995	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1996	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1997	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1998	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1999	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2001	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2002	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2003	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2004	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Effective Taxes Paid = Base Tax Pd + Under + Disc
 Amount Paid = Base Tax Pd + Penalty + Interest + Att. Fee+ Overage

Month to Date Recap Report

September 2022 (09/01/2022 - 09/30/2022)

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Totals for Entity: 23 Marathon ISD

Year	Base Tax Pd	Under	Discounts	Eff Taxes Paid	Penalty	Interest	Att. Fee	Overage	Payments	Adjustments
2005	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2006	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2007	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2008	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2009	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2010	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2011	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2012	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2013	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2014	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2015	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2016	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2017	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2018	1,006.71	0.00	0.00	1,006.71	120.81	442.95	314.09	0.00	1,884.56	0.00
2019	40.54	0.00	0.00	40.54	4.86	12.97	11.67	0.00	70.04	0.00
2020	796.83	0.00	0.00	796.83	95.62	159.37	210.37	0.00	1,262.19	-105.16
2021	2,389.40	0.33	0.00	2,389.73	286.76	191.19	573.55	0.00	3,440.90	-97.90
Total for Delinquent Years										
	1,844.08	0.00	0.00	1,844.08	221.29	615.29	536.13	0.00	3,216.79	-105.16
Totals for All Years:										
	4,233.48	0.33	0.00	4,233.81	508.05	806.48	1,109.68	0.00	6,657.69	-203.06
Refund Paid:										
	0.00		0.00		0.00	0.00	0.00	0.00	0.00	

Effective Taxes Paid = Base Tax Pd + Under + Disc
 Amount Paid = Base Tax Pd + Penalty + Interest + Att. Fee+ Overage

Month to Date Recap Report

September 2022 (09/01/2022 - 09/30/2022)

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Totals for Entry: 23BP MISD BPP

Year	Base Tax Pd	Under	Discounts	Eff Taxes Paid	Penalty	Interest	Att. Fee	Overage	Payments	Adjustments
2006	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2007	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2008	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2009	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2010	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2011	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2012	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2013	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2014	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2015	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2016	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2017	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2018	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2021	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total for Delinquent Years										
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Totals for All Years:										
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Refund Paid:										
	0.00		0.00		0.00	0.00	0.00	0.00	0.00	

Effective Taxes Paid = Base Tax Pd + Under + Disc
 Amount Paid = Base Tax Pd + Penalty + Interest + Att. Fee+ Overage

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Totals for Entity: 27 MCED

Year	Base Tax Pd	Under	Discounts	Eff Taxes Paid	Penalty	Interest	Att. Fee	Overage	Payments	Adjustments
1991	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1992	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total for Delinquent Years										
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Totals for All Years:										
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Refund Paid:										
	0.00		0.00		0.00	0.00	0.00	0.00	0.00	

Check Nbr	Check Date	Vend Nbr	Payee	Organization	PO Nbr Fnd-Fnc-Obj.	Invoice Nbr So-Org-Prog	Typ Cd	Reason	Amount	EFT
032751	09-13-2022	01142	ALPINE ISD, 588 CO-OP	MARATHON SCHOO	300006		C	Co-op Services	3,300.00	N
					199-93-6492.00-001-323000					
032752	09-13-2022	00014	Brewster CAD	DISTRICT WIDE	300057	4MISD2022	C	Property Appraisal Services	6,292.00	N
					199-99-6213.00-999-399000					
032753	09-13-2022	01272	Labatt Food Service LLC	MARATHON SCHOO	300046	09046222	C	SCA GRANT EXP	76.06	N
					101-35-6341.02-001-399000					
				MARATHON SCHOO	300017	09046222	C	delivery fees	35.56	N
					101-35-6499.00-001-399000					
Check 032753 Total:									111.62	
032754	09-13-2022	00438	TASB, INC.	DISTRICT WIDE	300042	630370	C	Enviro Subscript	1,100.00	N
					199-51-6299.00-999-399000					
032755	09-13-2022	00012	TASB, Inc. - Policy Servi	SCHOOL BOARD	300003	633203	C	TASB PolicySrcv Membersh	1,000.00	N
					199-41-6499.02-702-399000					
				SUPERINTENDENT	300041	631638	C	HR Services	945.00	N
					199-41-6499.03-701-399000					
				SCHOOL BOARD	300003	633203	C	TASB PolicySrcv Membersh	875.00	N
					199-41-6499.04-702-399000					
Check 032755 Total:									2,820.00	
032756	09-13-2022	01411	UIL	MARATHON SCHOO	300040		C	Membership Application & F	2,500.00	N
					199-36-6499.02-001-399017					
032769	09-14-2022	00403	AA Chemical & Supply	DISTRICT WIDE	300045	116388	C	Custodial Supplies	297.56	N
					199-51-6317.00-999-399000					
032770	09-14-2022	14025	The Brokerage Store, In	MARATHON SCHOO	300035		C	Athletic Insurance	1,500.00	N
					199-36-6429.00-001-391000					
032771	09-14-2022	01522	CMC BUSINESS SYST	MARATHON SCHOO	300058	29195711	C	Copier Lease	161.72	N
					199-11-6269.00-001-311001					
				MARATHON SCHOO	300058	29195711	C	Copier Lease	189.95	N
					199-11-6269.00-001-311101					
				SUPERINTENDENT	300058	29195711	C	Copier Lease	53.90	N
					199-41-6269.00-701-399000					
				BUSINESS OFFICE	300058	29195711	C	Copier Lease	53.90	N
					199-41-6269.00-750-399000					
Check 032771 Total:									459.47	
032772	09-14-2022	14563	Denver City ISD	MARATHON SCHOO	300015		C	Volleyball Entry Fee	200.00	N
					199-36-6412.37-001-391000					
032773	09-14-2022	14174	Istation, Inc.	MARATHON SCHOO	300001	SIN022990	C	Contract Serv Quote# Q-410	1,224.00	N
					199-11-6399.10-001-330000					
032774	09-14-2022	01272	Labatt Food Service LLC	MARATHON SCHOO	300009	09116650	C	Breakfast Food	286.32	N
					101-35-6341.00-001-399000					
				MARATHON SCHOO	300046	09116650	C	SCA GRANT EXP	145.54	N
					101-35-6341.02-001-399000					
				MARATHON SCHOO	300017	09116650	C	delivery fees	2.10	N
					101-35-6499.00-001-399000					
Check 032774 Total:									433.96	
032775	09-14-2022	01512	MCCOY'S #86	DISTRICT WIDE	300059	8643686	C	CONCESSION STND PREP	64.96	N
					199-51-6319.01-999-399000					

Check Nbr	Check Date	Vend Nbr	Payee	Organization	PO Nbr Fnd-Fnc-Obj	Invoice Nbr So-Org-Prog	Typ Cd	Reason	Amount	EFT
032776	09-14-2022	00057	MORRISON TRUE VAL	DISTRICT WIDE	300036	199870	C	Maint Sup - Sept	11.18	N
				DISTRICT WIDE	199-51-6319.01-999-399000					
				DISTRICT WIDE	300036	199891	C	Maint Sup - Sept	1.98	N
					199-51-6319.01-999-399000					
Check 032776 Total:									13.16	
032777	09-14-2022	14250	QUILL CORPORATION	MARATHON SCHOO	300049	27592667	C	Security/Monitor	13.98	N
				MARATHON SCHOO	199-52-6398.00-001-399000					
				MARATHON SCHOO	300049	27565632	C	Security/Monitor	331.00	N
					199-52-6398.00-001-399000					
Check 032777 Total:									344.98	
032778	09-14-2022	00941	Renaissance	MARATHON SCHOO	300022	INV5266829	C	High Impact Tutorials/SCE	900.00	N
				MARATHON SCHOO	199-11-6399.11-001-330000					
				MARATHON SCHOO	300023	INV5259603	C	Accelerated Learning/SCE	4,235.00	N
					199-11-6399.11-001-330000					
Check 032778 Total:									5,135.00	
032779	09-14-2022	01549	BIG BEND TELEPHONE	DISTRICT WIDE	300076	10526702	C	PO Created by Req: 101071	459.08	N
					199-51-6258.00-999-399000					
032781	09-16-2022	01549	BIG BEND TELEPHONE	DISTRICT WIDE	300076	10526702	C	PO Created by Req: 101071	459.08	N
					199-51-6258.00-999-399000					
032782	09-16-2022	14450	Gayla Owen	MARATHON SCHOO	300073	091522	C	Student Health Services	200.00	N
					199-33-6219.00-001-399000					
032783	09-16-2022	14294	REMIND 101, INC.	MARATHON SCHOO	300053	2021-122002	C	REMIND	372.68	N
					199-23-6399.00-001-399000					
032784	09-16-2022	01269	TRAVIS JARRELL	DISTRICT WIDE	300044		C	DOT physical	165.00	N
					199-34-6499.03-999-399000					
032785	09-16-2022	14452	TWC/LMCI	DISTRICT WIDE	300008	308	C	new compressor for Elem un	2,097.92	N
					199-51-6249.00-999-399000					
	09-21-2022			DISTRICT WIDE	300008	308	D	VENDOR CHANGE	-2,097.92	N
					199-51-6249.00-999-399000					
Check 032785 Total:									.00	
032790	09-23-2022	00637	First Financial Administr	ANNUITY #43	DEDCHK		D	SEP DED LIFE INSURANC	7.68	N
					863-00-2153.00-043-300000					
				DENTAL/METLIFE	DEDCHK		D	SEP DED HEALTH INSURA	511.84	N
					863-00-2153.00-106-300000					
				VISION/METLIFE	DEDCHK		D	SEP DED HEALTH INSURA	172.27	N
					863-00-2153.00-107-300000					
				LIFE INSURANCE	DEDCHK		D	SEP DED LIFE INSURANC	771.46	N
					863-00-2153.00-108-300000					
				CANCER INSURANC	DEDCHK		D	SEP DED HEALTH INSURA	163.48	N
					863-00-2153.00-109-300000					
				HOSPITAL GAP	DEDCHK		D	SEP DED HEALTH INSURA	21.60	N
					863-00-2153.00-110-300000					
				EMPLOYEE LIFE	DEDCHK		D	SEP DED LIFE INSURANC	69.00	N
					863-00-2153.00-113-300000					
				SPOUSE LIFE	DEDCHK		D	SEP DED LIFE INSURANC	14.00	N
					863-00-2153.00-114-300000					
				CHILD LIFE	DEDCHK		D	SEP DED LIFE INSURANC	2.00	N
					863-00-2153.00-115-300000					
				MASA EMERGENT P	DEDCHK		D	SEP DED HEALTH INSURA	224.00	N
					863-00-2153.00-120-300000					

Check Nbr	Check Date	Vend Nbr	Payee	Organization	PO Nbr Fnd-Fnc-Obj.	Invoice Nbr So-Org-Prog	Typ Cd	Reason	Amount	EFT
				ANNUITY #45		DEDCHK	D	SEP DED TAX SHEL.	200.00	N
					863-00-2159.00-045-300000					
				ANNUITY #46		DEDCHK	D	SEP DED TAX SHEL.	270.00	N
					863-00-2159.00-046-300000					
				DISABILITY		DEDCHK	D	SEP DED INCOME REPLA	446.86	N
					863-00-2159.00-111-300000					
				FFGA HEALTH FLEX		DEDCHK	D	SEP DED HSA	100.00	N
					863-00-2159.00-116-300000					
				AMERICAN FIDELIT		DEDCHK	D	SEP DED INCOME REPLA	142.50	N
					863-00-2159.00-118-300000					
								Check 032790 Total:	3,116.69	
032792	09-23-2022	01414	AT&T	DISTRICT WIDE	300071		C	Long Distance	12.18	N
					199-51-6259.02-999-399000					
032793	09-23-2022	01272	Labatt Food Service LLC	MARATHON SCHOO	300009	09187597	C	Breakfast Food	51.16	N
					101-35-6341.00-001-399000					
				MARATHON SCHOO	300046	09187597	C	SCA GRANT EXP	27.08	N
					101-35-6341.02-001-399000					
				MARATHON SCHOO	300017	09187597	C	delivery fees	35.42	N
					101-35-6499.00-001-399000					
								Check 032793 Total:	113.66	
032794	09-23-2022	00301	Odessa College	MARATHON SCHOO	300011	Fall 22/234351	C	PO Created by Req: 101006	5,820.00	N
					199-11-6223.00-001-338000					
032795	09-23-2022	14080	Presidio High School	MARATHON SCHOO	300089		C	Presidio XC Meet	24.00	N
					199-36-6499.35-001-391000					
032796	09-23-2022	14250	QUILL CORPORATION	MARATHON SCHOO	300004	27492409	C	Breakfast Printer	87.39	N
					199-11-6397.01-001-311000					
032797	09-23-2022	14566	Sweetwater	MARATHON SCHOO	300043	33383138	C	Public Address/Events	99.95	N
					199-23-6399.00-001-399000					
032798	09-23-2022	01582	TW HEAT & AIR LLC	DISTRICT WIDE	300086	308	C	Elem AC	2,097.92	N
					199-51-6249.00-999-399000					
092106	09-13-2022	00148	INTERNAL REVENUE S		300005		D	Supplemental Payroll	57.34	N
					863-00-2151.00-000-300000					
					300005		D	Supplemental Payroll	14.75	N
					863-00-2152.01-000-300000					
					300005		D	Supplemental Payroll	14.75	N
					863-00-2152.02-000-300000					
								Check 092106 Total:	86.84	
092201	09-23-2022	00148	INTERNAL REVENUE S		300001		D	September Payroll	8,929.08	N
					863-00-2151.00-000-300000					
					300001		D	September Payroll	1,208.22	N
					863-00-2152.01-000-300000					
					300001		D	September Payroll	216.74	N
					863-00-2152.01-000-300000					
					300001		D	September Payroll	1,208.22	N
					863-00-2152.02-000-300000					
					300001		D	September Payroll	216.74	N
					863-00-2152.02-000-300000					
								Check 092201 Total:	11,779.00	

Check Nbr	Check Date	Vend Nbr	Payee	Organization	PO Nbr Fnd-Fnc-Obj	Invoice Nbr So-Org-Prog	Typ Cd	Reason	Amount	EFT
092202	09-27-2022	00086	TEACHER RETIREMEN	UAIC -SUPP.	300003		D	September Premium	6,496.00	N
					863-00-2153.00-007-300000					
092203	09-27-2022	00148	INTERNAL REVENUE S		300004		D	Supplemental Payroll	1.31	N
					863-00-2152.01-000-300000					
					300004		D	Supplemental Payroll	5.58	N
					863-00-2152.01-000-300000					
					300004		D	Supplemental Payroll	1.31	N
					863-00-2152.02-000-300000					
					300004		D	Supplemental Payroll	5.58	N
					863-00-2152.02-000-300000					
								Check 092203 Total:	13.78	
092204	09-01-2022	00194	TASB RISK MANAGEM		300010		D	PrePaid Workers Compensa	6,414.00	N
					199-00-1411.00-000-300000					
				DISTRICT WIDE	300031		D	Vehicle Insurance	2,024.00	N
					199-34-6429.00-999-399000					
				SUPERINTENDENT	300032		D	Liability Insurance	3,500.00	N
					199-41-6429.00-701-399000					
				DISTRICT WIDE	300033		D	Property Insurance	18,661.00	N
					199-51-6429.00-999-399000					
				DISTRICT WIDE	300034		D	privacy/info security insuran	3,500.00	N
					199-52-6429.00-999-399000					
								Check 092204 Total:	34,099.00	
092205	09-01-2022	00194	TASB RISK MANAGEM		300011		D	PrePaid Workers Compensa	6,414.00	N
					199-00-1411.00-000-300000					
				DISTRICT WIDE	300011		D	PrePaid Workers Compensa	2,023.00	N
					199-34-6429.00-999-399000					
				SUPERINTENDENT	300011		D	PrePaid Workers Compensa	3,500.00	N
					199-41-6429.00-701-399000					
				DISTRICT WIDE	300011		D	PrePaid Workers Compensa	18,661.00	N
					199-51-6429.00-999-399000					
				DISTRICT WIDE	300011		D	PrePaid Workers Compensa	3,500.00	N
					199-52-6429.00-999-399000					
								Check 092205 Total:	34,098.00	
320805	09-27-2022	00403	AA Chemical & Supply	DISTRICT WIDE	300095	116364-1	C	Custodial Supplies	194.11	N
					199-51-6317.00-999-399000					
320806	09-27-2022	01189	ALPINE HIGH SCHOOL	MARATHON SCHOO	300096		C	Entry FEE	56.00	N
					199-36-6499.35-001-391000					
320807	09-27-2022	14561	Ivonne Durant	SUPERINTENDENT	300092		C	T-TESS trng Reg 18 regist f	500.00	N
					199-41-6411.00-701-399000					
				SUPERINTENDENT	300091		C	T-TESS trng@ Reg 18 travel	430.36	N
					199-41-6411.00-701-399000					
								Check 320807 Total:	930.36	
320808	09-27-2022	14565	Imagine Learning LLC	MARATHON SCHOO	300038	888657	C	On-Line Learning	1,500.00	N
					199-11-6299.00-001-330000					
				MARATHON SCHOO	300038	888872	C	On-Line Learning	9,500.00	N
					199-11-6299.00-001-330000					
								Check 320808 Total:	11,000.00	
320809	09-27-2022	00146	MASTERCARD - CARD	MARATHON SCHOO	300005		C	Math Curriculum	24.95	N
					199-11-6395.00-001-311011					
				MARATHON SCHOO	300002		C	Meals Van Horn XC meet	108.68	N
					199-36-6412.35-001-391000					
								Check 320809 Total:	133.63	

Check Nbr	Check Date	Vend Nbr	Payee	Organization	PO Nbr Fnd-Fnc-Obj.	Invoice Nbr So-Org-Prog	Typ Cd	Reason	Amount	EFT
320810	09-27-2022	01512	MCCOY'S #86	MARATHON SCHOO	300062	8643870 199-11-6395.05-001-311215	C	cornhole materials	355.48	N
320811	09-27-2022	14345	McDonalds's - Alpine, T	MARATHON SCHOO	300018	199-36-6412.37-001-391000	C	Volleyball Meals	79.59	N
320812	09-27-2022	00057	MORRISON TRUE VAL	DISTRICT WIDE	300036	2000844 199-51-6319.01-999-399000	C	Maint Sup - Sept	68.15	N
				DISTRICT WIDE	300036	2000845 199-51-6319.01-999-399000	C	Maint Sup - Sept	4.99	N
Check 320812 Total:									73.14	
320813	09-27-2022	14250	QUILL CORPORATION	MARATHON SCHOO	300084	27844277 199-11-6397.01-001-311000	C	Printer Cartridges	338.16	N
				MARATHON SCHOO	300070	27720539 199-11-6399.30-001-311000	C	copy paper	165.22	N
				MARATHON SCHOO	300047	27592232 199-23-6399.00-001-399000	C	RMO/Cabinets/Cartridges/F	58.22	N
				MARATHON SCHOO	300070	27720539 199-23-6399.30-001-399000	C	copy paper	165.22	N
				MARATHON SCHOO	300082	27848861 199-31-6399.00-001-399000	C	PO Created by Req: 101077	62.01	N
				MARATHON SCHOO	300082	27811387 199-31-6399.00-001-399000	C	PO Created by Req: 101077	22.79	N
				MARATHON SCHOO	300082	27813691 199-31-6399.00-001-399000	C	PO Created by Req: 101077	125.27	N
				SUPERINTENDENT	300047	27592232 199-41-6399.00-701-399000	C	RMO/Cabinets/Cartridges/F	58.22	N
				BUSINESS OFFICE	300047	27592232 199-41-6399.00-750-399000	C	RMO/Cabinets/Cartridges/F	1,355.04	N
				SUPERINTENDENT	300070	27720539 199-41-6399.30-701-399000	C	copy paper	165.22	N
				BUSINESS OFFICE	300070	27720539 199-41-6399.30-750-399000	C	copy paper	165.04	N
				DISTRICT WIDE	300055	27648675 199-51-6317.00-999-399000	C	sm trash cans, toliet brushes	94.90	N
Check 320813 Total:									2,775.31	
320814	09-27-2022	14569	Theodore M Rohan	MARATHON SCHOO	300002	199-36-6294.00-001-391000	C	Official 9/13/22 VB Sierra Bl	195.00	N
320815	09-27-2022	00304	School Specialty LLC	MARATHON SCHOO	300007	308104107547 199-11-6395.00-001-311011	C	Math classroom materials	61.10	N
320816	09-27-2022	00637	First Financial Administr	ANNUITY #43	DEDCHK	863-00-2153.00-043-300000	D	PRIOR YEAR ENTRY/VOID	-8.16	N
				DENTAL/METLIFE	DEDCHK	863-00-2153.00-106-300000	D	PRIOR YEAR ENTRY/VOID	-539.70	N
				VISION/METLIFE	DEDCHK	863-00-2153.00-107-300000	D	PRIOR YEAR ENTRY/VOID	-181.95	N
				LIFE INSURANCE	DEDCHK	863-00-2153.00-108-300000	D	PRIOR YEAR ENTRY/VOID	-805.88	N
				CANCER INSURANC	DEDCHK	863-00-2153.00-109-300000	D	PRIOR YEAR ENTRY/VOID	-163.48	N
				HOSPITAL GAP	DEDCHK	863-00-2153.00-110-300000	D	PRIOR YEAR ENTRY/VOID	-51.90	N
				ACCIDENT	DEDCHK	863-00-2153.00-112-300000	D	PRIOR YEAR ENTRY/VOID	-39.90	N

Check Nbr	Check Date	Vend Nbr	Payee	Organization	PO Nbr Fnd-Fnc-Obj.	Invoice Nbr So-Org-Prog	Typ Cd	Reason	Amount	EFT
			EMPLOYEE LIFE		DEDCHK		D	PRIOR YEAR ENTRY/VOID	-69.48	N
					863-00-2153.00-113-300000					
			SPOUSE LIFE		DEDCHK		D	PRIOR YEAR ENTRY/VOID	-14.00	N
					863-00-2153.00-114-300000					
			CHILD LIFE		DEDCHK		D	PRIOR YEAR ENTRY/VOID	-2.00	N
					863-00-2153.00-115-300000					
			ANNUITY #45		DEDCHK		D	PRIOR YEAR ENTRY/VOID	-200.00	N
					863-00-2159.00-045-300000					
			ANNUITY #46		DEDCHK		D	PRIOR YEAR ENTRY/VOID	-270.00	N
					863-00-2159.00-046-300000					
			DISABILITY		DEDCHK		D	PRIOR YEAR ENTRY/VOID	-562.22	N
					863-00-2159.00-111-300000					
			AMERICAN FIDELIT		DEDCHK		D	PRIOR YEAR ENTRY/VOID	-123.14	N
					863-00-2159.00-118-300000					
Check 320816 Total:									-3,031.81	
Grand Total:									138,218.87	

End of Report

Budget vs. Actual As of September

Obj / Func	Description	Annual Budget	YTD Actual	YTD Encumbrance	Variance	Percent To Total
REVENUES:						
5700	Revenues, Local & Intermediate	1,172,484.00	-9,936.40	.00	1,162,547.60	4.60%
5800	State Program Revenues	593,193.00	-205,587.00	.00	387,606.00	95.11%
5900	Federal Program Revenues	56,000.00	-628.00	.00	55,372.00	.29%
5000	Total Revenues	1,821,677.00	-216,151.40	.00	1,605,525.60	100.00%
EXPENDITURES:						
11	Instruction	-912,096.00	32,403.61	12,430.67	-867,261.72	27.07%
12	Inst. Resources/Media Services	-2,750.00	.00	.00	-2,750.00	.00%
13	Curriculum/Instructional PD	-7,268.00	.00	768.00	-6,500.00	.00%
23	School Leadership	-123,278.00	8,300.03	2,106.55	-112,871.42	6.93%
31	Guidance/Counseling/Evaluation	-14,114.00	870.39	80.00	-13,163.61	.73%
33	Health Services	-5,700.00	200.00	1,800.00	-3,700.00	.17%
34	Student Transportation	-29,824.00	2,188.00	5,665.00	-21,971.00	1.83%
35	Food Services	-23,553.00	848.55	7,783.70	-14,920.75	.71%
36	Extracurricular Activities	-93,565.00	6,899.16	1,497.80	-85,168.04	5.76%
41	General Administration	-277,877.00	21,772.55	56,920.57	-199,183.88	18.19%
51	Facilities Maintenance & Opera	-207,736.00	28,295.92	51,547.82	-127,892.26	23.64%
52	Security & Monitoring Services	-12,105.00	3,844.98	1,320.00	-6,940.02	3.21%
53	Data Processing Services	-119,747.00	4,474.42	59,740.80	-55,531.78	3.74%
61	Community Services	-1,000.00	.00	.00	-1,000.00	.00%
71	Debt Services	-10,000.00	.00	.00	-10,000.00	.00%
93	Payments to Fiscal Agent	-3,300.00	3,300.00	.00	.00	2.76%
99	Other Intergovernmental Charge	-37,550.00	6,292.00	31,258.00	.00	5.26%
6000	Total Expenditures	-1,881,463.00	119,689.61	232,918.91	-1,528,854.48	100.00%
OPERATING TRANSFERS:						
7913	Proceeds of Capital Leases	10,000.00	.00	.00	10,000.00	
7915	Operating Transfers In	3,753.00	.00	.00	3,753.00	
7949	Other Resources	5,800.00	.00	.00	5,800.00	
7000	Total Other Resources/Non-Operating Rev	19,553.00	.00	.00	19,553.00	
8911	Operating Transfers Out	-3,753.00	.00	.00	-3,753.00	
8000	Total Other Uses/Non-Operating Exp	-3,753.00	.00	.00	-3,753.00	
Total Operating Transfers		15,800.00	.00			
3000 Fund Balance - September (Unaudited)		.00	.00			
3000 Year to Date Fund Balance (Unaudited)		-43,986.00	-96,461.79			

End of Report

Comparison of Revenue to Budget

Marathon ISD

Fund 101 / 3 Food Service Fund

As of September

	<u>Estimated Revenue (Budget)</u>	<u>Revenue Realized Current</u>	<u>Revenue Realized To Date</u>	<u>Revenue Balance</u>	<u>Percent Realized</u>
5000 - Revenue Control Accounts					
5900 - Federal Program Revenues					
5920 - Federal Revenues Dist by TEA	14,000.00	-628.00	-628.00	13,372.00	4.49%
Total Federal Program Revenues	14,000.00	-628.00	-628.00	13,372.00	4.49%
7000 - Other Resources/NonOperating R					
7900 - Other Resources/NonOperating R					
7910 - Other Resources/NonOperating R	3,753.00	.00	.00	3,753.00	.00%
7940 - Other Resources	5,800.00	.00	.00	5,800.00	.00%
Total Other Resources/NonOperating R	9,553.00	.00	.00	9,553.00	.00%
Total Revenue Local-State-Federal	23,553.00	-628.00	-628.00	22,925.00	2.67%

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
6000 - Expenditures/Expense Object Co						
35 - Food Services						
6100 - Payroll Costs	-13,903.00	.00	32.25	32.25	-13,870.75	.23%
6300 - Supplies & Materials	-7,500.00	6,792.43	707.57	707.57	.00	9.43%
6400 - Other Operating Costs	-2,150.00	991.27	108.73	108.73	-1,050.00	5.06%
Total Function35 Food Services	-23,553.00	7,783.70	848.55	848.55	-14,920.75	3.60%
Total Expenditures	-23,553.00	7,783.70	848.55	848.55	-14,920.75	3.60%

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
6000 - Expenditures/Expense Object Co						
51 - Facilities Maintenance & Opera						
6200 - Professional & Contracted Serv	-10,000.00	.00	.00	.00	-10,000.00	-.00%
6300 - Supplies & Materials	-10,000.00	.00	.00	.00	-10,000.00	-.00%
Total Function51 Facilities Maintenance & Opera	-20,000.00	.00	.00	.00	-20,000.00	-.00%
52 - Security & Monitoring Services						
6300 - Supplies & Materials	-5,000.00	.00	.00	.00	-5,000.00	-.00%
Total Function52 Security & Monitoring Services	-5,000.00	.00	.00	.00	-5,000.00	-.00%
Total Expenditures	-25,000.00	.00	.00	.00	-25,000.00	-.00%

Comparison of Revenue to Budget

Marathon ISD

Fund 199 / 3 General Operating Fund

As of September

	Estimated Revenue (Budget)	Revenue Realized Current	Revenue Realized To Date	Revenue Balance	Percent Realized
5000 - Revenue Control Accounts					
5700 - Revenues, Local & Intermediate					
5710 - Revenues, Local Property Taxes	1,152,884.00	-5,548.01	-5,548.01	1,147,335.99	.48%
5740 - Revenues from Local Sources	19,600.00	-4,388.39	-4,388.39	15,211.61	22.39%
Total Revenues, Local & Intermediate	1,172,484.00	-9,936.40	-9,936.40	1,162,547.60	.85%
5800 - State Program Revenues					
5810 - Per Capita & FSP Revenues	521,148.00	-205,587.00	-205,587.00	315,561.00	39.45%
5830 - State Revenues/Tx Gov Agencies	72,045.00	.00	.00	72,045.00	.00%
Total State Program Revenues	593,193.00	-205,587.00	-205,587.00	387,606.00	34.66%
5900 - Federal Program Revenues					
5930 - Other Federal Revenues	42,000.00	.00	.00	42,000.00	.00%
Total Federal Program Revenues	42,000.00	.00	.00	42,000.00	.00%
7000 - Other Resources/NonOperating R					
7900 - Other Resources/NonOperating R					
7910 - Other Resources/NonOperating R	10,000.00	.00	.00	10,000.00	.00%
Total Other Resources/NonOperating R	10,000.00	.00	.00	10,000.00	.00%
Total Revenue Local-State-Federal	1,817,677.00	-215,523.40	-215,523.40	1,602,153.60	11.86%

Fund 199 / 3 General Operating Fund

As of September

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
6000 - Expenditures/Expense Object Co						
11 - Instruction						
6100 - Payroll Costs	-822,908.00	.00	7,788.14	7,788.14	-815,119.86	.95%
6200 - Professional & Contracted Serv	-36,821.00	9,616.79	17,171.67	17,171.67	-10,032.54	46.64%
6300 - Supplies & Materials	-48,950.00	2,663.88	7,443.80	7,443.80	-38,842.32	15.21%
6400 - Other Operating Costs	-3,417.00	150.00	.00	.00	-3,267.00	-0.00%
Total Function11 Instruction	-912,096.00	12,430.67	32,403.61	32,403.61	-867,261.72	3.55%
12 - Inst. Resources/Media Services						
6300 - Supplies & Materials	-2,750.00	.00	.00	.00	-2,750.00	-0.00%
Total Function12 Inst. Resources/Media Services	-2,750.00	.00	.00	.00	-2,750.00	-0.00%
13 - Curriculum/Instructional PD						
6200 - Professional & Contracted Serv	-2,768.00	768.00	.00	.00	-2,000.00	-0.00%
6300 - Supplies & Materials	-500.00	.00	.00	.00	-500.00	-0.00%
6400 - Other Operating Costs	-4,000.00	.00	.00	.00	-4,000.00	-0.00%
Total Function13 Curriculum/Instructional PD	-7,268.00	768.00	.00	.00	-6,500.00	-0.00%
23 - School Leadership						
6100 - Payroll Costs	-113,842.00	.00	7,107.96	7,107.96	-106,734.04	6.24%
6200 - Professional & Contracted Serv	-1,480.00	1,480.00	.00	.00	.00	-0.00%
6300 - Supplies & Materials	-2,250.00	626.55	696.07	696.07	-927.38	30.94%
6400 - Other Operating Costs	-5,706.00	.00	496.00	496.00	-5,210.00	8.69%
Total Function23 School Leadership	-123,278.00	2,106.55	8,300.03	8,300.03	-112,871.42	6.73%
31 - Guidance/Counseling/Evaluation						
6100 - Payroll Costs	-8,814.00	.00	660.32	660.32	-8,153.68	7.49%
6300 - Supplies & Materials	-2,150.00	.00	210.07	210.07	-1,939.93	9.77%
6400 - Other Operating Costs	-3,150.00	80.00	.00	.00	-3,070.00	-0.00%
Total Function31	-14,114.00	80.00	870.39	870.39	-13,163.61	6.17%
33 - Health Services						
6200 - Professional & Contracted Serv	-3,400.00	1,800.00	200.00	200.00	-1,400.00	5.88%
6300 - Supplies & Materials	-2,300.00	.00	.00	.00	-2,300.00	-0.00%
Total Function33 Health Services	-5,700.00	1,800.00	200.00	200.00	-3,700.00	3.51%
34 - Student Transportation						
6200 - Professional & Contracted Serv	-2,500.00	.00	.00	.00	-2,500.00	-0.00%
6300 - Supplies & Materials	-22,500.00	5,000.00	.00	.00	-17,500.00	-0.00%
6400 - Other Operating Costs	-4,824.00	665.00	2,188.00	2,188.00	-1,971.00	45.36%
Total Function34 Student Transportation	-29,824.00	5,665.00	2,188.00	2,188.00	-21,971.00	7.34%
36 - Extracurricular Activities						
6100 - Payroll Costs	-29,515.00	.00	1,890.89	1,890.89	-27,624.11	6.41%
6200 - Professional & Contracted Serv	-5,300.00	.00	540.00	540.00	-4,760.00	10.19%
6300 - Supplies & Materials	-17,400.00	.00	.00	.00	-17,400.00	-0.00%
6400 - Other Operating Costs	-41,350.00	1,497.80	4,468.27	4,468.27	-35,383.93	10.81%
Total Function36 Extracurricular Activities	-93,565.00	1,497.80	6,899.16	6,899.16	-85,168.04	7.37%
41 - General Administration						
6100 - Payroll Costs	-160,702.00	.00	12,670.87	12,670.87	-148,031.13	7.88%
6200 - Professional & Contracted Serv	-70,125.00	54,837.20	107.80	107.80	-15,180.00	.15%
6300 - Supplies & Materials	-9,750.00	2,083.37	1,743.52	1,743.52	-5,923.11	17.88%
6400 - Other Operating Costs	-37,300.00	.00	7,250.36	7,250.36	-30,049.64	19.44%
Total Function41 General Administration	-277,877.00	56,920.57	21,772.55	21,772.55	-199,183.88	7.84%

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
6000 - Expenditures/Expense Object Co						
51 - Facilities Maintenance & Opera						
6100 - Payroll Costs	-93,275.00	.00	4,638.53	4,638.53	-88,636.47	4.97%
6200 - Professional & Contracted Serv	-63,000.00	50,347.65	4,141.19	4,141.19	-8,511.16	6.57%
6300 - Supplies & Materials	-12,000.00	1,200.17	855.20	855.20	-9,944.63	7.13%
6400 - Other Operating Costs	-19,461.00	.00	18,661.00	18,661.00	-800.00	95.89%
Total Function51 Facilities Maintenance & Opera	-187,736.00	51,547.82	28,295.92	28,295.92	-107,892.26	15.07%
52 - Security & Monitoring Services						
6200 - Professional & Contracted Serv	-2,200.00	1,320.00	.00	.00	-880.00	-.00%
6300 - Supplies & Materials	-330.00	.00	344.98	344.98	14.98	104.54%
6400 - Other Operating Costs	-4,575.00	.00	3,500.00	3,500.00	-1,075.00	76.50%
Total Function52 Security & Monitoring Services	-7,105.00	1,320.00	3,844.98	3,844.98	-1,940.02	54.12%
53 - Data Processing Services						
6100 - Payroll Costs	-58,794.00	.00	4,474.42	4,474.42	-54,319.58	7.61%
6200 - Professional & Contracted Serv	-57,103.00	59,740.80	.00	.00	2,637.80	-.00%
6300 - Supplies & Materials	-3,750.00	.00	.00	.00	-3,750.00	-.00%
6400 - Other Operating Costs	-100.00	.00	.00	.00	-100.00	-.00%
Total Function53 Data Processing Services	-119,747.00	59,740.80	4,474.42	4,474.42	-55,531.78	3.74%
61 - Community Services						
6300 - Supplies & Materials	-500.00	.00	.00	.00	-500.00	-.00%
6400 - Other Operating Costs	-500.00	.00	.00	.00	-500.00	-.00%
Total Function61 Community Services	-1,000.00	.00	.00	.00	-1,000.00	-.00%
71 - Debt Services						
6200 - Professional & Contracted Serv	-10,000.00	.00	.00	.00	-10,000.00	-.00%
Total Function71 Debt Services	-10,000.00	.00	.00	.00	-10,000.00	-.00%
93 - Payments to Fiscal Agent						
6400 - Other Operating Costs	-3,300.00	.00	3,300.00	3,300.00	.00	100.00%
Total Function93 Payments to Fiscal Agent	-3,300.00	.00	3,300.00	3,300.00	.00	100.00%
99 - Other Intergovernmental Charge						
6200 - Professional & Contracted Serv	-37,550.00	31,258.00	6,292.00	6,292.00	.00	16.76%
Total Function99 Other Intergovernmental	-37,550.00	31,258.00	6,292.00	6,292.00	.00	16.76%
8000 - Other Uses & NonOperating Exp						
00 - Generic						
8900 - Other Uses	-3,753.00	.00	.00	.00	-3,753.00	-.00%
Total Function00 Generic	-3,753.00	.00	.00	.00	-3,753.00	-.00%
Total Expenditures	-1,836,663.00	225,135.21	118,841.06	118,841.06	-1,492,686.73	6.47%

Marathon ISD Budget Amendments

							BA No.	
Account Number				Description			Debit	Credit
<i>Record Prior Year Approved Budget Amendment for Purchases/Projects not Completed</i>								
198	00	3700	00	000	300000	Committed Fund Balance - Technology	\$ 9,280.00	
198	52	6639	00	001	399000	Security Camera Servers/Installation		\$ 9,280.00
199	00	3700	00	000	300000	Budgetary Fund Balance/Technology	\$ 59,871.00	
199	00	5749	01	000	300000	E-Rate Funds	\$ 22,500.00	
199	53	6639	00	001	399000	Capital Assets/Equipment/Connectivity Upgrade		\$ 82,371.00
							\$ 91,651.00	\$ 91,651.00

51

Prepared by: Victoria Sanchez, Business Manager

Approved _____ 10/26/2022

President, Board of Trustees

Denied _____ 10/26/2022

Secretary, Board of Trustees

MARATHON INDEPENDENT SCHOOL DISTRICT
REGULAR SCHOOL BOARD MEETING
SEPTEMBER 28, 2022

Regular Board of Trustees School Board Meeting: The Board of Trustees of the Marathon Independent School District met on September 28, 2022, in the High School Library.

Present Board Members: Marina Aguilar, Judy Briones, Dara Cavness, Hayes West

Absent Board Members: Steven Aguilar, Craig Carter, Cheyenne Marta

Staff: Dr. Ivonne Durant, Travis Jarrell, Coy Gonzalez, Victoria Sanchez

Audience of Individuals: Arlene Griffis, Susana Gonzales, Jayne Gallo

- I. Called the Meeting to Order: Board President Judy Briones called the meeting to order at 6:18 p.m.
- II. Recited the Pledge of Allegiance to the Flag.
- III. Moment of Silence
- IV. Public Comments
- V. Consent Items - A motion was made by Dara Cavness and seconded Marina Aguilar to approve the Consent Items as presented. Motion Carried.
 - a. Monthly Tax Collection Report
 - b. Check Payments for August 2022
 - c. Financial Reports – As of August 2022
 - d. Budget Amendments
 - e. Review and approve previous Board Minutes
 - f. Tax Collection Agreement
 - g. Quarterly Investments Report
- VI. Superintendent Report and Recommendation
 - a. District Goals Updates
 1. Student Performance
 - a. Memorandum of Understanding and Articulation Agreement with Odessa College. A motion was made by Judy Briones and second by Hayes West to approve the Memorandum of Understanding and Articulation Agreement with Odessa College as presented. Motion Carried.
 - b. Board Adoption of 2022 -2023 MISD Student Code of Conduct
 - c. 2022-2023 MISD Student Handbook (Board Review)
A motion was made by Marina Aguilar and second by Dara Cavness to approve the 2022-2023 MISD Student Code of Conduct and 2022-2023 MISD Student Handbook as presented. Motion Carried.
 2. Staff Quality
 - a. 2022-2023 T-TESS/Texas Teacher Evaluation Support System Certified Appraisers and Appraisal Calendar. A motion was made by Marina Aguilar and second by Hayes West to approve Travis Jarrell and Dr. Ivonne Durant as the 2022-2023 T-TESS/Texas Teacher Evaluation Support System Certified Appraisers and Appraisal Calendar as presented. Motion Carried.
 - b. Discussion of Employee Retention Stipend – No Discussion
 3. Safe and Healthy School Climate
 - a. School Health Advisory Council – A motion was made by Marina Aguilar and seconded by Dara Cavness to approve the Marathon ISD School Health Advisory Council for 2022-2023 as presented. Motion Carried.

- 4. Fiscal Responsibility and Facilities Management – Discussion was held with JSA Architects – Richard S. was held remotely to discuss the JSA Proposal/Letter of Agreement for Air Conditioning/Electrical Upgrades and discussion of HVAC System at Elementary Building.
 - a. JSA Proposal/Letter of Agreement – Air Conditioning/Electrical Upgrades to Secondary Gymnasium
 - b. Discussion of HVAC System at Elementary Building
 - 5. Board/Parent/Community Engagement
- VII. Upcoming Events
- VIII. Adjourn – A motion was made by Marina Aguilar and second by Hayes West to adjourn meeting at 6:56 p.m. Motion Carried.

Board President _____

Board Secretary _____

Family Educational Rights and Privacy Act (FERPA) Data Sharing Agreement

Resilient School Support Program

Section 1.0 Parties

This Data Sharing Agreement (Agreement) for the Resilient School Support Program is entered into by and between Marathon ISD and Megan Downing with the Resilient School Support Program. At times, Party A and Party B are referred to singularly as “Party” and collectively as “Parties.”

The Contact Information for [Party A] is: Marathon ISD. The Contact

Information for Resilient School Support Program is: Megan

Downing . **Section 2.0 Term of Agreement**

The term of this Agreement begins upon execution by the last party to sign and ends on June, 2024, unless terminated earlier by the Parties. The Parties may extend the term of this Agreement by an amendment signed by the Parties.

Section 3.0 Background and Purpose

The purpose of this Agreement is to document the rights and obligations of the Parties pursuant to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g and its implementing regulations, 34 C.F.R. Part 99, in order to protect the privacy of students’ education records and afford parents and eligible students (i.e., students who are 18 years of age or older or attend an institution of postsecondary education) the right to access student records.

Section 4.0 Data

For the purpose of this Agreement, the definitions of “directory information,” “education records,” and “personally identifiable information” are set out in 34 C.F.R. § 99.3. The Parties agree and represent that the information shared under this Agreement is narrowly tailored to meet the applicable exceptions set out in Section 5.03, below. The Parties agree that Marathon ISD will share the following data with Megan Downing.

- (1) STAAR individual Student data;
- (2) Renaissance 360 Diagnostic; and
- (3) six weeks RENN 360 assessment results,

Section 5.0 Applicable FERPA Provisions

5.01 MISD will obtain written consent to transfer student test results to Megan Downing:

Yes

No

1. If yes, please indicate the secured file location or link to forms: [insert link here]. If yes, no exception is required under this Agreement.
2. If no, proceed to Section 5.02.

5.02 Marathon ISD is sharing personally identifiable information with Megan Downing:

Yes

No

1. If yes, proceed to Section 5.03.
2. If no, no exception is required under this Agreement.

5.03 [Party A] did not obtain written consent for disclosure of education records to [Party B].

The following FERPA exceptions apply:

- Studies Exception*: 20 U.S.C. § 1232g(b)(1)(F) and 34 C.F.R. § 99.31(a)(6). Complete Section 6.01.
- Audit or Evaluation Exception*: 20 U.S.C. § 1232g(b)(1)(C), (b)(3), and (b)(5) and 34 C.F.R. §§ 99.31(a)(3) and 99.35. Complete Section 6.02.
- School Official or Representative (or Outsourced Services) Exception*: 34 C.F.R. §§ 99.31(a)(1) and 99.7(a)(3)(iii). Complete Section 6.03.

Section 6.0 Documentation for applicable exceptions

6.01 Studies Exception:

The purpose of the study is to (check one or more):

- (1) develop, validate, or administer predictive tests;
- (2) administer student aid programs; or
- X (3) improve instruction.

Megan Downing, as our technical assistance provider for the Resilient School Support Program is training teachers, coaching them through weekly zoom meetings and co-shared observations with the superintendent via face time. The purpose of this project is to improve mathematics instruction, provide higher quality education for the students, and lend technical support to the math teachers.

The Parties agree that the duration of the study may not extend beyond the term set out above except upon written amendment to this Agreement.

6.02 Audit or Evaluation Exception:

N/A

[Describe in narrative the audit or evaluation, including a definition of the state or federally supported educational program that will be subject to the audit, evaluation, or compliance review.]

6.03 School Official or Representative (or Outsourced Services) Exception:

Dr. Ivonne Durant is serving in the role of a school official for Marathon ISD with a legitimate need to access education records in performance of this role. Marathon ISD represents that Megan Downing is (1) performing an institutional service or function for which the school would otherwise use employees; (2) under the direct control of the school with respect to the use and maintenance of education records; *and* (3) complying with

the personally identifiable information from education records use and disclosure requirements.

Megan Downing is our technical assistance provider for the implementation of the Resilient School Support Program

Section 7.0 FERPA Confidentiality and Data Governance Provisions

The Parties agree to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and the implementing federal regulations, 34 C.F.R. Part 99. Each Party agrees to protect with reasonable data security procedures any confidential student information it receives or accesses that could make a student's identity traceable. Each Party agrees that the data shall be treated as FERPA-confidential and in accordance with this Agreement regardless of which Party possesses the data.

7.01 Study Exception Provisions Governing Section 6.01 Disclosure:

Pursuant to disclosure under Section 5.03 of this Agreement, in accordance with 34 C.F.R. § 99.31(a)(6)(iii)(C), the Parties agree that:

7.01.1 Use of Data:

- (a) Megan Downing may use personally identifiable information (PII) from education records provided by Marathon ISD only to meet the purpose or purposes of the study as stated in Section 6.01, supra.
- (b) The Parties agree and understand that PII from education records must only be used for the study identified in Section 6.01.
- (c) The Parties agree that Megan Downing may conduct the study in a manner that does not permit the personal identification of parents and students by anyone other than representatives of the organization with legitimate interests in the study.
- (d) Megan Downing understands and agrees that it may not publish any study that contains any PII. Marathon ISD agrees to publish any data or study in a way that protects the privacy and confidentiality of the individuals involved. When publishing tables, cell suppression and other methods of disclosure avoidance can be used to ensure students cannot be identified through small numbers displayed in table cells. [Party B] must mask any cells containing fewer than five students and may be required to mask further to avoid any risk that data could be paired with other available data to identify students. [Party B] agrees to mask data in such a way to avoid this risk.

- (e) Marathon ISD retains an express right to review any data prior to publication by Megan Downing and to verify proper disclosure avoidance techniques have been used.
- (f) The Parties agree that the data used for the study may be linked to PII only by the following methodology: Review the weak areas being experienced by the students using the new math program. Determine the growth in mathematics every six weeks and by the STAAR at the end of the year.
- (g) Access to Data: Megan Downing understands and agrees that it may allow internal access to PII from education records only to individuals with a need to know and that Megan Downing should take steps to maintain the confidentiality of the PII from education records at all stages of the study, including within the final report, by using appropriate disclosure avoidance techniques. Agreement.

7.01.2 Ownership:

The following provision governing ownership of PII and data apply under the Agreement: Marathon ISD owns the data, Megan Downing will conduct data analysis to determine weaknesses and growth over the length of the project.

7.01.3 Destruction:

- (a) Megan Downing must return, destroy, or obliterate all education records obtained under this Agreement not later than one calendar month after the earlier of completion of the study or the end of the duration of the study authorized in this Agreement in Section 6.01. This term may be amended only by a written Agreement that otherwise complies with 20 U.S.C. § 1232g and its implementing regulations in 34 C.F.R. Part 99.
- (b) Notwithstanding any other term of this or any other Agreement, Marathon ISD retains the right to terminate Megan Downing's access to education records or derivative PII without advance notice as necessary to ensure the security of PII and disclosure of PII in compliance with this Agreement.
- (c) Upon completion of the return, destruction, or obliteration of the applicable education records and PII, the Data Compliance Official and Data Custodian listed in Section 12.0, shall provide to Marathon ISD

a written, sworn verification of the return, destruction, or obliteration of the data.

7.02 Audit or Evaluation Provisions Governing Section 6.02 Disclosure:

7.02.1 Use of Data:

The Parties agree that:

- (a) [Party B] is authorized to use data obtained under this Agreement only for the purpose of the audit or evaluation it is performing and no other purpose. [Party A] has reviewed the audit or evaluation request of [Party B] and to the best of its ability determined [Party B] has a legitimate need to obtain the requested data under this Agreement for that data. The Parties agree that [Party A] will provide only data and PII from education records that are necessary to perform the audit or evaluation and no more.
- (b) [Party B] agrees that the PII from education records produced under the Agreement may not be disclosed or otherwise used, except as authorized by [Party A] in accordance with this Agreement. [Party B] is not authorized to further disclose the PII from education records except as set out in this Agreement or an amendment. Approval to use the PII from education records for one audit or evaluation **does not** confer approval to use it for another, including any “unauthorized look-ups.”

7.02.2 Ownership:

The following provision governing ownership of PII and data apply under the Agreement: [describe which party owns PII, data, or study derivative from the data exchanged under the Agreement].

7.02.3 Destruction:

- (a) [Party B] must return, destroy, or obliterate all education records obtained under this Agreement not later than [one calendar month] after the earlier of completion of the audit, evaluation, or compliance assessment authorized in this Agreement in Section 6.02. This term may be amended only by a written Agreement that otherwise complies with 20 U.S.C. § 1232g and its implementing regulations in 34 C.F.R. Part 99.

- (b) Notwithstanding any other term of this or any other Agreement, [Party A] retains the right to terminate [Party B's] access to education records or derivative PII without advance notice as necessary to ensure the security of PII and disclosure of PII in compliance with this Agreement.
- (c) Upon completion of the return, destruction, or obliteration of the applicable education records and PII, the Data Compliance Official and Data Custodian listed in Section 12.0, shall provide to [Party A] a written, sworn verification of the return, destruction, or obliteration of the data.

7.03 School Official Provisions Governing Section 6.03 Disclosure:

7.03.1 Use of Data:

- (a) [Party A] represents that [Party B] is a school official or acting as an authorized representative of a school official and performing a service or function that the school official would otherwise perform, and which requires access to PII in education records as set out in Section 6.03 above.
- (b) [Party A] maintains the right to conduct audits or other monitoring activities of [Party B's] policies, procedures, and systems to ensure adequate measures to protect PII under this Agreement and FERPA.
- (c) The Parties agree that [Party A] will provide only data and PII from education records that are necessary to perform the service or function and no more.
- (d) The Parties agree that [Party B's] performance of a service or function that the school official would otherwise perform and which requires access to PII is governed by [reference to written contract or other Agreement describing the relationship and other terms applicable to the right of access to use PII].

7.03.2 Ownership:

Except as expressly set out in this Agreement, a school official or acting as an authorized representative of a school official does not own any education record or PII contained therein. The official or representative is authorized to use the record only as set out in this Agreement [and as provided in (insert contract reference)].

7.03.3 Destruction:

- (a) Notwithstanding any other term of this Agreement or [contract reference], [Party A] retains the right to terminate [Party B's] access to education records or derivative PII without advance notice as necessary to ensure the security of PII and disclosure of PII in compliance with this Agreement.
- (b) [Party B] must return, destroy, or obliterate all PII from education records obtained under this Agreement not later than [one calendar month] or upon direction of [Party A], in the case of written termination of this Agreement, after the earlier of completion of the project or contract authorized in this Agreement in Section 6.03. This term may be amended only by a written Agreement that otherwise complies with 20 U.S.C. § 1232g and its implementing regulations in 34 C.F.R. § 99.31(a)(1)(i)(B).
- (c) Upon completion of the return, destruction, or obliteration of the applicable education records and PII, the Data Compliance Official and Data Custodian listed in Section 12.0, shall provide to [Party A] a written, sworn verification of the return, destruction, or obliteration of the data.

Section 8.0 General Terms Applicable to All Access

- (a) The Parties each individually and collectively represent that under all terms of this Agreement the disclosure of education records is for an education purpose and the access is narrowly tailored to permit disclosure of PII and education records only as essential to carry out the terms of the audit, evaluation, study, project, or program.
- (b) [Party B] agrees that it and its employees and authorized representatives who access information pursuant to this Agreement will use the information only for the purpose(s) expressly authorized under this Agreement and shall not use or disclose the information for any other purpose except by written amendment to this Agreement. This Agreement further expressly prohibits “unauthorized look-ups.”
- (c) The Parties each individually and collectively represent that [Party B] will allow access to PII only to those individuals employed by [Party B] with a need to know.
- (d) [Party B] represents that it will ensure that each individual who is able to access PII is expressly informed of the limitations on the right to access and use the PII. [Party B] represents that it will immediately terminate access to PII and has the right to discipline any authorized representative who fails to comply with this Agreement or otherwise violates FERPA.

- (e) [Party B] represents that it will not redisclose any data or PII governed by this Agreement without express permission from [Party A].
- (f) [Party A] has verified that [Party B] has a sound data security program, one that protects both data at rest and data in transmission. [Party B's] data security system and data stewardship plans are attached at: [\[link file or file location\]](#).
- (g) [Party A] has taken reasonable efforts to confirm that [Party B's] employees have been trained to properly handle education records and PII in accordance with this Agreement and FERPA.
- (h) To the maximum extent provided by law, [Party A] expressly retains the right to audit [Party B's] compliance with the Agreement, including obtaining copies of documents from [Party B] that demonstrate whether [Party B] has breached this Agreement.

Section 9.0 Breach

Any breach of this Agreement leading to unlawful disclosure of education records or PII that is covered under 20 U.S.C. § 1232g and its implementing regulations in 34 C.F.R. Part 99 constitutes a material breach of this Agreement and constitutes cause for immediate termination by [Party A].

Section 10.0 Termination

Either party may terminate this Agreement without cause upon fifteen (15)-days written notice. Any unlawful disclosure of information covered by the Agreement, including by data security incident or breach, shall constitute a breach of this Agreement and cause for any party to immediately terminate the Agreement, as set out in Section 9.0. Any duty of confidentiality as to FERPA-protected information at any time subject to the Agreement shall survive this Agreement notwithstanding termination of this Agreement.

Section 11.0 Amendment

This Agreement may be modified only by written amendment executed by the Parties hereto. No amendment shall be effective except upon final signature of all parties. This Agreement, and executed amendments hereto, constitutes the final and exclusive agreement of the Parties.

Section 12.0 Role of the Parties

Marathon ISD designates the following individual as the Point of Contact for Compliance and receipt of notification under this Agreement:

Name: G. Ivonne Durant

Title: Superintendent _____

Signature: _____

[Party B] designates the following individual as the Data Compliance Official and Data Custodian for the purpose of this Agreement:

Name: Meagan Downing _____

Title: RSSP Technical Assistance Provider

Signature: _____

Section 13.0 Signatures

By signature hereon, the individuals below represent and warrant that they are duly authorized representatives of the Parties and have the authority to bind the Parties in this Agreement.

Marathon Independent School District

Name: Judy Briones

Title: School Board President

Signature: _____

RSSP

Name: _____

Title: _____

Signature: _____



Marathon ISD
“Home of the Mustangs”
P.O. Box 416
109 N. 5th Street
Marathon, Texas 79842

Ivonne Durant, Ed. D, Interim Superintendent
Phone: 432-386-4431
Fax: 432-386-4395

[Date]

Re: Statement of Qualifications – Marathon ISD / Improvement Projects

To Whom It May Concern:

Thank you for discussing your firm’s willingness to submit a Qualifications Statement to the Marathon Independent School District (“District”) in connection with the District’s anticipated upcoming projects. At this time, the District is considering an HVAC improvement project for the gymnasium and upgrades to the Industrial Arts Center both located at 109 N. 5th St. Marathon, Texas 79842.

[Explain generally the issues – some examples:

The District is seeking to upgrade the HVAC in the gymnasium and the elementary building. The HVAC is from the original building and was upgraded about [x] years ago.

In the Industrial Arts building,.....The Industrial Arts program includes (insert).]

The District is interested in engaging an architect and/or engineer with experience with similar projects to prepare the design for these upgrades.

In your Statement of Qualifications, please provide the following information at a minimum. You may, of course include any other information in your Statement of Qualifications which you believe will demonstrate your specific competence and qualifications in connection with these projects.

1. Please indicate your interest in working on one or both projects.
2. Describe your organization’s background and your specific experience in the design and construction administration of projects for HVAC upgrades and/or upgrades to an Industrial Arts space.
3. Provide a description of your firm’s overall approach to project administration and explain how this approach will benefit the District, including information regarding the following:

- a. Your standard practices with regard to keeping the District’s Board apprised of the status of design, budgetary challenges, if any.
 - b. Your overall approach and specific practices that assure good communication with District’s project staff involved in the day-to-day progress of a project and a description of a situation where your communications practices avoided a potential delay, cost overruns or other issue on a project.
 - c. Provide your methods for record keeping on a project, including items such as review and routing of change order documentation and contingency expenditures, and logging project progress, changes, and coordination of the flow of information among project participants.
4. Provide an organizational chart and biographies of not more than one page per person on the capabilities, experience, qualifications of the firm management and each team member who would handle the requested services for the District.

I am also enclosing copies of the form of Contract the District is proposing in connection with the Project, including the following: the form of Architect/Engineer Agreement utilized for this Project shall be the AIA Document B121–2018, *Standard Form of Agreement Between Owner and Architect for Services Provided under Multiple Service Orders* along with AIA Document B221-2018 *Service Order for Use with Master Agreement Between Owner and Architect*, both as amended by Owner. A copy of the Agreement, including Owner’s modifications is enclosed with this letter.¹ **We ask that you not provide any pricing information at this time.** The Board will first consider the demonstrated qualifications and experience of the Architects/Engineers who provide a Qualifications Statement. Once the Board approves a ranking, then Administration will reach out to the top-ranked Architect/Engineer regarding a fee proposal

We ask that you provide any comments or requested changes to the Agreement Documents in your Statement of Qualifications and include an explanation for the change, otherwise you will be deemed to have accepted the form of the Contract, in the District’s sole discretion. The final contract is subject to review and approval of the District’s legal counsel.

Finally, we ask that you provide your Qualifications Statement for the District’s evaluation not later than [date] so that we can evaluate the statements and provide a recommendation to the Board of Trustees at the [date] Board Meeting.

If you have any questions prior to submission, feel free to contact me at the District’s main line (432) 386-4431 and ask for the Business Manager, Ms. Victoria Sanchez.

Sincerely,

¹The Architect/Engineer will also be required to provide administration of the Contract between the Owner and the Contractor as provided in the Owner’s AIA Document A201–2017, *General Conditions of the Contract of Construction*, as amended by District. If the Architect/Engineer would like a copy of the A201, please let the District know.

Dr. Ivonne Durant
Superintendent
Marathon ISD

Enclosures

 **AIA[®] Document B121[™] – 2018****Standard Form of Master Agreement Between Owner and Architect for Services
provided under multiple Service Orders**

AGREEMENT made as of the _____ day of _____ in the
year TWO THOUSAND TWENTY-TWO
(In words, indicate day, month, and year.)

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

Marathon Independent School District, an independent school district and political
subdivision of the State of Texas
P.O. Box 416
109 N. 5th Street
Marathon, Texas 79842
Phone: (432) 386-4431
Fax: (432) 386-4395

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

[TO BE INSERTED]

The Owner and Architect agree as follows:

ADDITIONS AND DELETIONS:

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

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

This document does not contain a description of the Architect's scope of Services and related terms. This document is intended to be used in conjunction with AIA Document B221[™]-2018, Service Order for use with Master Agreement Between Owner and Architect

TABLE OF ARTICLES

1	MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES
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14	SCOPE OF THIS MASTER AGREEMENT

Note: Any reference herein, 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 "TM" 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 Trevino Kyle & Robinson P.C. for this Project. No use may be made of this AIA document other than as Contract Documents for this Project.

ARTICLE 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

§ 1.1 This Master Agreement shall be effective for one year after the date first written above ("Date of this Master Agreement") and shall be subject to renewal and extension by the Owner each year thereafter, for a period of two (2) additional one-year terms, unless sooner terminated in accordance with the terms of this Master Agreement. Such renewals may be exercised by the Owner's Representative to the extent such duty is delegated by the Board of Trustees.

§ 1.2 This Master Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Agreement until completion of the Service Order. In the event of a conflict between terms and conditions of this Master Agreement and a Service Order, the terms of the Service Order shall take precedence for the services provided pursuant to the Service Order. An agreed upon Service Order together with this Master Agreement form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a Modification.

§ 1.3 This Master Agreement will renew on an annual basis, on the day and month of the Date of this Master Agreement, unless either party provides notice of their intent not to renew this Master Agreement. Notice must be

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User Notes:

(896039010)

provided at least 60 days prior to the renewal date. In the event either party elects not to renew this Master Agreement, the terms of this Master Agreement shall remain applicable until all Service Orders under this Master Agreement are completed or terminated.

§ 1.4 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to this Master Agreement:

Dr. Gilda Ivonne Durant, Superintendent

§ 1.4.1 In each Service Order, the Owner will identify a representative authorized to act on the Owner's behalf with respect to the Service Order.

§ 1.5 The Architect identifies the following representative authorized to act on the Architect's behalf with respect to this Master Agreement:

[TO BE INSERTED]

§ 1.5.1 In each Service Order, the Architect will identify a representative authorized to act on behalf of the Architect with respect to the Service Order.

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

§ 1.7 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, including requiring preparation of any civil, structural, mechanical, or electrical plans, specifications, or opinions of probable cost for construction by a registered professional engineer or a registered architect, whichever is appropriate, and who is licensed to practice in the State of Texas.

ARTICLE 2 SERVICE ORDERS

§ 2.1 The Owner is not required to issue any Service Orders under this Master Agreement. Upon the Owner's determination of a need for design and contract administration services in for a specific Project or group of Projects, the Parties agree to execute an individual AIA Document B221™-2018, Service Order for use with Master Agreement Between Owner and Architect (as amended by the Owner), in the form attached hereto as **Exhibit A**, incorporating the District's specific requirements for the individual Project ("Service Order"). The District will not be obligated to place any minimum dollar amount of Requirements Work Orders under this Agreement.

§ 2.2 The Architect may decline to accept any Service Order issued by the Owner.

§ 2.3 The Architect shall perform the services set forth in each agreed upon Service Order, consisting of AIA Document B221-2018, Service Order. Each Service Order shall state the name, location, and detailed description of the Project; describe the Architect's Services and Scope of Work; state the Architect's compensation; and list the attachments and exhibits incorporated by reference.

§ 2.4 For record keeping purposes and ease of reference, each Service Order will be referred to be sequential numbers and year, and the specific Project Name -- e.g. "Service Order No .XX – 2019/Project Name) and each will be appended to this Agreement and made a part thereof as of the date of their respective executions, as **Exhibit D**. The

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User Notes:

(896039010)

terms of this Agreement shall apply to each Service Order for a Project added to this Agreement, and any reference in this Agreement to the "Project" shall refer generically to the specific Project identified and described in the Service Order which is relevant to the issue at hand.

ARTICLE 3 ARCHITECT'S RESPONSIBILITIES

§ 3.1 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 with the same professional license. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the services provided pursuant to a Service Agreement. 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. For purposes of this clause, a defect is a failure to confirm the applicable standard of care. 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.

§ 3.2 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 Master Agreement or any Service Agreement.

§ 3.3 The Architect shall provide and maintain the following insurance with indemnification limits not less than the amounts indicated below, in effect, during the performance of the Work under this Master Agreement, and any Service Order issued thereunder, until termination of this Master Agreement, unless otherwise modified in a specific Service Order. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

(Paragraphs deleted)

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.
Employer's Liability	\$1,000,000.00 Each Accident \$1,000,000.00 Disease Policy Limit \$1,000,000.00 Disease Each Employee
Professional Liability:	
Architect.....	\$2,000,000.00 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

(Paragraph deleted)

§ 3.3.1 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.

§ 3.3.2 The primary Commercial General Liability and Automobile policies, and excess or umbrella policies covering Commercial General Liability and Automobile Liability policies so issued in the name of Architect shall also name the Owner as 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 general liability policies and shall apply to both ongoing and completed operations. Evidence of additional insured status will be provided to Owner by providing a copy of the endorsement being utilized to effect the additional insured, and shall be subject to the Owner's reasonable approval. To the extent an Architect's Consultant is named as an additional insured on any policy held by the Architect, separate coverage shall not be required of the Architect's Consultants.

§ 3.3.3 All insurance required herein shall, by endorsement, be primary and non-contributory insurance with respect to the Owner, its officers, employees, representatives or agents and shall seek no contribution from any insurance available to Owner. All insurance shall be written on an occurrence basis, if available, and shall contain a by endorsement a waiver of subrogation in favor of Owner on all claims arising out of the Project. A copy of such endorsement or endorsements shall be provided to the Owner at the same time as the Insurance Certificates required above.

§ 3.3.4 The Architect shall have its insurance carrier(s) provide satisfactory evidence to the Owner of compliance with the requirements in Section 3.3, at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. Satisfactory evidence shall include (1) Certificate(s) of Insurance in a form satisfactory to the Owner, specifying the types and amounts of coverage in effect, the expiration dates of each policy, containing a statement that no insurance will be canceled 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; and, (2) all required Endorsements. 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, and agrees to notify the Owner of any material change in the Policy within ten (10) days following the change. 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.

§ 3.3.5 Except where specifically subject to reimbursement by the Owner as provided in Section 3.3, the insurance provided pursuant to Section 3.3 shall be considered a part of the Architect's basic services and shall not be a Reimbursable Expense.

§ 3.3.6 Statutory Worker's Compensation Provisions

.1 Definitions:

- .1.1 **Certificate of coverage ("Certificate").** A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.
- .1.2 **Duration of the Project.** Includes the time from the beginning of the work on the Project until the Architect's work on the Project has been completed and accepted by the Owner.
- .1.3 **Persons providing services on the Project ("subcontractor" in Texas Labor Code §406.096).** Includes all persons or entities performing all or part of the services the Architect has undertaken to perform on the Project, regardless of whether that person contracts directly with the Architect and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- .2 The Architect shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Architect providing services on the Project, for the duration of the Project.
- .3 The Architect must provide a certificate of coverage to the Owner prior to being awarded the contract.
- .4 If the coverage period shown on the Architect's current certificate of coverage ends during the duration of the Project, the Architect must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
- .5 The Architect shall obtain from each person providing Services on a Project, and provide to the Owner:
 - .5.1 a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
 - .5.2 no later than seven (7) days after receipt by the Architect, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- .6 The Architect shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.
- .7 The Architect shall notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the Architect knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
- .8 The Architect shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Department of Insurance, Division of Workers' Compensation, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- .9 The Architect shall contractually require each person with whom it contracts to provide services on a Project, to:
 - .9.1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
 - .9.2 provide to the Architect, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
 - .9.3 provide the Architect, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - .9.4 obtain from each other person with whom its contracts, and provide to the Architect:
 - (a) a certificate of coverage, prior to the other person beginning work on the Project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - .9.5 retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;
 - .9.6 notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
 - .9.7 contractually require each person with whom it contracts, to perform as required by Subparagraphs .9.1 - .9.7 with the certificates of coverage to be provided to the person for whom they are providing services.
- .10 By signing this contract or providing or causing to be provided a certificate of coverage, the Architect is representing to the Owner that all employees of the Architect who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Department of Insurance, Division of Self-Insurance Regulation. Providing false or misleading information may subject the Architect to administrative penalties, criminal penalties, civil penalties, or other civil actions.

- .11 The Architect's failure to comply with any of these provisions is a breach of contract by the Architect which entitles the Owner to declare the contract void if the Architect does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner. [Provision required by: 28 TAC Rule §110.110(i)]

§ 3.5 Upon the written request of the Owner, the Architect shall remove from the Project any employee of the Architect to whom the Owner makes a reasonable objection. The Architect shall replace any such employee with an equally qualified employee in a timely manner.

§ 3.6 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 reasonable efforts within the applicable standard of care 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.

§ 3.7 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.

§ 3.8 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 4 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 4.1 The Architect's Basic Services are described in this Article 4 and include usual and customary structural, mechanical, civil and electrical engineering services, and such other services identified in the individual Service Orders executed in connection with this Master Agreement and made a part hereof.

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

§ 4.1.2 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 the accuracy and completeness of the 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.

§ 4.1.3 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.

§ 4.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

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

§ 4.1.6 The Architect shall be responsible for filing documents required for the approval of governmental authorities having jurisdiction over the Project identified in the applicable Service Order, subject to review and approval of the Owner.

§ 4.1.7 When the services under this Agreement or any Service Order under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be AIA Document A201-2017, as amended by the Owner for the Project, applicable to the individual Service Order. The Architect shall administer the Project identified in the individual Service Orders in accordance with this Master Agreement, the applicable Service Order as amended for the Project identified in the individual Service Order, and with the AIA A201-2017, General Conditions of the Contract for Construction for the Project identified in the individual Service Orders, consult with Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner. The Architect shall not be relieved of any obligation to perform in accordance with the standard of care applicable to licensed architects in the State of Texas, regardless of whether or not a specific responsibility or task is included or identified in this Agreement.

§ 4.1.8 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.

§ 4.2

(Paragraphs deleted)

Schematic Design Phase Services

§ 4.2.1 The Architect shall assist the Owner with the provision of the educational program and educational specifications, which shall be approved by the Owner's Board of Trustees, per 19 Texas Administrative Code Section 61.1036. The Architect shall review the program and other specifications furnished by the Owner to ascertain the specific requirements of the Project and shall arrive at a mutual written understanding of such requirements with the Owner. The Architect shall include all components of Owner's program for the Project unless specific agreement to delete a component is received from the Owner. This review, assistance and understanding shall be performed in connection with each Project identified and/or commenced under an individual Service Order executed in connection

with the Master Agreement and made a part hereof, unless otherwise provided in the Service Order executed in connection with this Agreement and made a part hereof.

§ 4.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or 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. The Architect shall visit the Owner's proposed Project site and shall provide the Owner a written report evaluating the feasibility of the Owner's site for the Project based on site conditions and the Owner's program, schedule and budget for the Cost of Work. The Architect's report shall include identification and evaluation of the location, availability, adequacy, capacity and sufficiency of all utilities necessary to service the completed Project and address with the Owner any existing easements or rights of way which may interfere with the Owner's Project.

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

§ 4.2.4 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 modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 4.2.4.1 The Architect shall consider environmentally responsible 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 other environmentally responsible design services as Additional Services.

§ 4.2.4.2 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.

§ 4.2.5 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 7.3.

§ 4.2.6 The Architect shall submit the Schematic Design Documents to the Owner and request the Owner's approval. The Architect shall not proceed to the Design Development Document Phase without the approval of Owner; provided, however, this approval shall not relieve Architect of Architect's responsibility to ultimately provide final construction documents which are sufficient for Owner to complete construction of the Project, and are free from material defects or omissions. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without the approval required by this Section 4.2.6.

§ 4.3 Design Development Phase Services

§ 4.3.1 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 such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 4.3.2 The Architect shall update the estimate of the Cost of the Work. This estimate may be based upon current area, volume or similar conceptual estimating techniques. The Architect shall cooperate with the Owner, and if applicable, the Construction Manager at Risk, in developing and designing the Project to satisfy Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of

equipment and facilities. If the estimate of the Cost of the Work exceeds the Owner's budget, and the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval and, in doing so, shall notify Owner of the actions taken to bring the Project into Owner's budget. If the Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect (in cooperation the Construction Manager at Risk, if applicable) shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget. Owner shall consider the Architect's recommendations, but shall decide, in its discretion, what adjustments to make and the Owner shall cooperate with the Architect in making such adjustments.

§ 4.3.3 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. The Architect shall not proceed to the Construction Documents Phase without the approval of Owner; provided, however, this approval shall not relieve Architect of Architect's responsibility to ultimately provide final construction documents which are sufficient for Owner to complete construction of the Project, and are free from material defects or omissions. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without the approval required by this Section 4.3.3.

§ 4.4 Construction Documents Phase Services

§ 4.4.1 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 all Drawings and Specifications, submittals, transmittals, deliverables, instructions to Contractor, and other documents including those in electronic form, prepared by the Architect, and the Architect's consultants which set forth in detail the requirements for construction of the Project. The Construction Documents shall reflect all agreements between Owner and Architect concerning the Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs and usable life of equipment and facilities. The Construction Documents shall also reflect the Owner's program and educational specifications and the State educational adequacy standards in 19 TAC Section 61.1036. The Architect shall provide Construction Documents which are sufficient for the Owner to complete construction of the Project, are free from material defects or omission, and comply with all applicable laws, ordinances, codes, rules and regulations, as of the effective date of the issuance of the Construction Documents. The Owner and Architect acknowledge that in order to construct 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 the requirements of this Section 4.4.1.

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

§ 4.4.3 During the development of the Construction Documents, the Architect, in consultation with the Owner's attorney, shall assist the Owner in the development and preparation of (1) bidding and 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). In consultation with the Owner, the Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include proposal requirements and sample forms.

§ 4.4.4 The Architect shall update the estimate for the Cost of the Work. If the estimate of the Cost of the Work exceeds the Owner's budget, and the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval and, in doing so, shall notify Owner of the actions taken to bring the Project into Owner's budget. If the Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect (in cooperation the Construction Manager at Risk, if applicable) shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget. Owner shall consider the Architect's recommendations, but shall decide, in its discretion, what adjustments to make and the Owner shall cooperate with the Architect in making such adjustments.

§ 4.4.5 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 7.5, and request the Owner's approval; provided however, this approval shall not relieve Architect of Architect responsibility to provide documents which are sufficient for Owner to complete the construction of the Project. Architect shall bear full responsibility for and all resulting excess costs incurred by Architect in proceeding without Board approval.

§ 4.4.6 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 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.

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

- .1 It has reviewed the standards contained in 19 TAC Chapter 61 and has used sound 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.

§ 4.4.8 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 4.4.7 above.

§ 4.5 Procurement Phase Services

§ 4.5.1 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.

§ 4.5.2 Competitive Procurement

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

§ 4.5.2.2 If requested by Owner, the Architect shall assist the Owner in the procurement process for Construction Services:

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 4.5.2.3 The Architect shall, as a Basic Service, consider requests for substitutions, if the Procurement Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 4.5.3 Negotiated Proposals

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

- § 4.5.3.2 If requested by Owner, the Architect shall assist the Owner in obtaining proposals by
- .1 procuring the reproduction 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; and
 - .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 4.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 4.6 Construction Phase Services

§ 4.6.1 General

§ 4.6.1.1 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 amended by the Owner for the Project and provided to the Architect concurrent with the execution of this Agreement.. If the Owner and Contractor modify AIA Document A201™–2017, other than the modifications provided at the time of this Agreement, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 4.6.1.2 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. Notwithstanding the foregoing, the Architect shall be responsible for providing at no additional cost to the Owner architectural services made necessary by major defects or deficiencies in the Contractor’s work which the Architect should have reasonably discovered in providing services within its standard of care.

§ 4.6.1.3 **Jobsite Safety.** Neither the professional activities of the Architect, nor the presence of the Architect, or its employees and consultants at a construction/project site, shall relieve any Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Architect and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Owner agrees that the Contractor shall be solely responsible for jobsite safety, and agrees that this intent shall be carried out in the Owner’s contract with the Contractor.

§ 4.6.1.4 Subject to Section 4.3, 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

§ 4.6.2 Evaluations Of The Work

§ 4.6.2.1 The Architect or its authorized representative, as a representative of the Owner, shall visit the site at least twice per week (or more often when deemed necessary by the Owner’s representative or when necessary to protect the Owner’s interests), and at other intervals appropriate to the stage of the Contractor’s operations: (1) to observe the progress, quality and quality of the work completed, to reject any observed non-conforming Work; (2) to become familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed; (3) to determine in general if the work is being performed in a manner indicating that the Work, when fully completed will be in accordance with the Contract Documents; and, (5) to document progress of the Work, in written and photographic form. A minimum of two jobsite meetings per month from commencement of construction through Final Completion will be initiated by the Architect. Attendees shall include the Owner, the Contractor’s project manager or superintendent, the Architect’s project representative and the Architect. he Architect or his authorized representative will provide on-site observations prior to and during all concrete pours that contribute to the structural integrity of the building, including all pours of concrete piers, footings, grade beams, floor slabs and concrete superstructure

components, if applicable. Architect or its representative shall also provide on-site observations prior to covering up or closing up of portions of the construction that, if covered, would conceal problems with the structural integrity of the Project. On the basis of its on-site observations, the Architect shall keep the Owner and the Owner's Contractor informed of the progress and quality of the Work, through the Architect's field reports and shall promptly notify the Owner and Contractor regarding a perceived defect or nonconforming Work which shall be followed by a written notice and recommended corrective action. Notwithstanding the foregoing, 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, since these are the Contractor's rights and responsibilities under the Contract Documents

§ 4.6.2.2 The Architect shall reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall recommend to the Owner, additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such 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, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work. The Architect shall promptly notify the Owner and Contractor of any observed fault or defect in the Project or non-conformance with the Contract Documents upon discovery and shall notify the Owner of all corrective action taken or recommended.

§ 4.6.2.3 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.

§ 4.6.2.4 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 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.

§ 4.6.2.5 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.

§ 4.6.3 Certificates For Payment To Contractor

§ 4.6.3.1 The Architect shall observe the progress of the Work evaluate, review and certify the amounts due the Contractor and shall sign and issue Certificates for Payment in such amounts if such amounts are valid, correct and deemed due and owing, in the Architect's professional opinion, within seven (7) days of its receipt of Contractor's properly submitted application for payment. 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, in the Architect's professional opinion, and 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 the amounts shown in the application are valid and correct. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect in writing to the Owner.

§ 4.6.3.2 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.

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

§ 4.6.4 Submittals

§ 4.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. 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.

§ 4.6.4.2 In accordance with the Architect-approved, Contractor's submittal schedule, 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 and applicable laws, statutes, codes, regulations, ordinances and requirements applicable the Architect's design.. 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, unless otherwise specifically stated by the Architect, of any 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. If it is determined that any submittal does not comply with the requirements of the Contract Documents, then the Architect shall notify the District representative so that the Contractor may be brought in to compliance. The Architect shall promptly report in writing to the Contractor and Owner any errors, inconsistencies and omissions discovered by the Architect in the Shop Drawings, Product Data and Samples. The Architect is not authorized to approve changes involving major systems such as HVAC, roof, foundation, outward appearance, color schemes, floor plans, building materials or mechanical equipment without Owner's prior written consent.

§ 4.6.4.3 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 Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 4.6.4.4 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 requests for information as Basic Services.

§ 4.6.4.5 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.

§ 4.6.5 Changes In The Work

§ 4.6.5.1 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. With notice and approval of the Owner's representative, the Architect may authorize 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.

§ 4.6.5.2 The Architect shall review and evaluate Contractor proposals for Work to be performed under a Change Order, counter-proposals by the Contractor, if any, in connection with a Construction Change Directive and Contractor proposals related to funds to be expended from any Contingency or Allowance, to confirm that the form of the proposal and information satisfies the requirements of the Contract Documents and, if the Architect finds the proposal in compliance with the Contract Documents, the price as proposed to be fair and reasonable, it shall prepare

the formal Change Order for the Owner’s approval and execution. If the Architect shall not be satisfied that the form of the proposal and information satisfies the requirements of the Contract Documents or that the price as proposed is not a fair and reasonable price for such work, the proposal shall be returned to the Contractor with a request for revision and instructions as to what is required to correct the deficiencies in the proposal. Upon receipt of the revised proposal, the Architect shall again evaluate the proposal in accordance with this Paragraph.

§ 4.6.5.3 The Architect shall maintain records relative to changes in the Work, including, Change Orders, Construction Change Directives and Changes Requested to be paid from any Contingency or Allowance.

§ 4.6.5.4 The Architect shall prepare a set of reproducible record drawings in PDF format, or such other electronic format as agreed by the parties, showing significant changes made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

§ 4.6.6 Project Completion

§ 4.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents. Neither the form of final Certificate for Payment nor the Certificate of Final Completion shall release the Contractor, Construction Manager at Risk (if applicable) or any subcontractor for any liability in connection with the Construction.

§ 4.6.6.2 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.

§ 4.6.6.3 When the Work is found to be substantially complete, 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.

§ 4.6.6.4 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.

§ 4.6.6.5 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.

ARTICLE 5 OPTIONAL ADDITIONAL SERVICES.

§ 5.1 The Optional Additional Services that can be provided for a Project after execution of a Service Agreement without invalidating the Service Agreement and following written approval by the Owner, include those designated in the table below as "Additional Services. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 5.1 shall entitle the Architect to compensation pursuant to Article 11 and/or as may be more particularly specified in any Service Order.

Basic and Optional Additional Services		Responsibility <i>(Architect, Owner, or not provided)</i>
§ 5.1.1	Programming	Architect – Basic Service
§ 5.1.2	Multiple preliminary designs	Architect – Basic Service
§ 5.1.3	Measured drawings	Optional Additional Services
§ 5.1.4	Existing facilities surveys	Optional Additional Services
§ 5.1.5	Site evaluation and planning	Architect – Basic Service
§ 5.1.6	Building Information Modeling	Architect – Basic Services
§ 5.1.7	Civil engineering	Architect – Basic Services

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Basic and Optional Additional Services		Responsibility <i>(Architect, Owner, or not provided)</i>
§ 5.1.8	Landscape design	Architect - Additional Services
§ 5.1.9	Architectural interior design	Architect – Basic Services
§ 5.1.10	Value analysis	Optional Additional Services
§ 5.1.11	Detailed cost estimating	Optional Additional Services
§ 5.1.12	On-site project representation	Full Time On-Site Representation Optional Additional Services
§ 5.1.13	Conformed documents for construction	Optional Additional Services
§ 5.1.14	As-designed record drawings	Architect – Basic Services
§ 5.1.15	As-constructed record drawings	Architect – Basic Services
§ 5.1.16	Architect’s coordination of the Owner’s consultants	Architect – Basic Services
§ 5.1.17	Telecommunications/data design	Architect – Basic Services
§ 5.1.18	Security evaluation and planning	Optional Additional Services
§ 5.1.19	Commissioning	Optional Additional Services
§ 5.1.20	Sustainable Project Services	Optional Additional Services
§ 5.1.21	Multiple bid packages	Optional Additional Services
§ 5.1.22	Historic preservation	Optional Additional Services
§ 5.1.23	Furniture Selection, Specification Bid Evaluation and Punchlist	Architect – Basic Services
§ 5.1.24	Surveys	Architect – Reimbursable Expense
§ 5.1.25	Geotechnical Reports	Architect – Reimbursable Expense

§ 5.2 If deemed necessary in the Architect’s professional judgment, in connection with the Project, or upon specific request of the Owner in connection with a Project, the Architect 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; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and 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 information on the survey shall be referenced to a Project benchmark. The Architect shall be reimbursed by Owner for the actual cost of such services with markup as provided in Section 11.2.

§ 5.3 If deemed necessary in the Architect’s professional judgment, in connection with the Project, or upon specific request of the Owner in connection with a Project, 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 Owner for the actual cost of such services with markup as provided in Section 11.7.

§ 5.4 Additional Services may be provided 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. In the absence of a prior written agreement, the Owner shall have no obligation to pay for any Additional Services claimed to have been performed.

5.4.1 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, as they relate to the services provided pursuant to the Service Order, 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 material change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method after Construction Documents are complete, except when said changes are due to Architect's or Architect's consultant's negligent errors or omissions;
- .2 [Section Deleted];
- .3 Changing or editing previously prepared Construction Documents 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;
- .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.]

§ 5.5 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 Up to two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor.
- .2 It is agreed that the Architect shall visit the site over the duration of the Project during construction and observe the Work at appropriate stages of construction and attend construction meetings as required herein.
- .3 Up to one (1) inspection for any phase of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.
- .4 Up to one (1) inspection for any phase of the Work to determine Final Completion.

Accurate, detailed and segregated invoicing must be provided by the Architect for all Construction Phase Services exceeding the limits in this Section 5.5, in order to facilitate back-charging Contractor for such Additional Services.

(Paragraphs deleted)

ARTICLE 6 OWNER'S RESPONSIBILITIES

§ 6.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations of each Service Order, 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.

§ 6.2 The Owner shall establish and periodically update 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. 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.

§ 6.3 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.

(Paragraph deleted)

§ 6.4 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 consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants as designated in an individual Service Order, or authorize the Architect to furnish them as an Additional Service or as a Reimbursable

Expense, when the Architect requests such services and demonstrates that in the Architect's professional judgement, they are reasonably required by the scope of the Service Order. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 6.5 Unless otherwise provided in this Agreement or a Service Order, 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.

(Paragraphs deleted)

§ 6.6 Unless otherwise provided in this Agreement or a Service Order, the Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time to meet the Owner's needs and interests under a Service Agreement.

(Paragraphs deleted)

§ 6.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the services or work related to a Service Agreement, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Architect acknowledges that it is the leader of the design team and is responsible for the design of the Project. Therefore, the Owner shall be entitled to rely on the Construction Documents, services and information furnished by the Architect. This section shall not relieve the Architect of any responsibility or liability for performance of Architect's contractual services on the Project.

(Paragraph deleted)

§ 6.8 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

(Paragraphs deleted)

§ 6.9 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.

§ 6.10 The Architect and the Owner shall at all times have access to the Work wherever it is in preparation or progress.

ARTICLE 7 COST OF THE WORK

§ 7.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner or, to the extent the Project represented by the Service Order is not completed, the estimated costs to the Owner, to construct all elements of the Project represented by the Service Order, designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work (as defined by the Service Order) or other costs that are the responsibility of the Owner.

§ 7.2 The Owner's budget for the Cost of the Work will be defined in the specific Service Order, and may be adjusted throughout the Project as required. Evaluations of the Owner's budget for the Cost of the Work, 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.

§ 7.3 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 make reasonable adjustments in the program and scope of the Project or redesign elements to achieve cost savings within the Scope of the Work, (but in doing so, shall not delete any

essential element of the Project); and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. 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 requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 5.

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

§ 7.5 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.

§ 7.6 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 proposal, the Owner, in its sole discretion, 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 10.5;
- .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.

§ 7.7 If the Owner chooses to proceed under Section 7.6.4, the Architect, without additional compensation, 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 7.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 7.

ARTICLE 8 COPYRIGHTS AND LICENSES

§ 8.1 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 in relation to a Service Agreement. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 8.2 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 a Service Agreement 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.

§ 8.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use, retain copies and reproduce the Architect's and Architect's Consultant's Instruments of Service solely and exclusively for purposes of completing, constructing, using, maintaining, altering and adding to the Projects defined by the individual Service Orders under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Master 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 between the Parties, solely and exclusively for use in performing services or construction for the Projects defined by the individual Service Orders under this Agreement. The payment of any 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 and the Architect's consultants' Instruments of Service, for all documents produced pursuant to this Agreement and in existence as of the date of any such payment.

§ 8.3.1 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 Texas law and the state Constitution, 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 8.3.1.

§ 8.4 Except for the licenses granted in this Article 8, no other license or right shall be deemed granted or implied under this Master 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. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Projects defined by the individual Service Orders under this Agreement.

§ 8.5 The Owner and the Architect agree that the attached written agreement included as **Exhibit B**, Agreement for Delivery of Documents in Electronic Form, sets forth the specific conditions governing the format of Architect's documents, instruments of service, or other electronic data, including any special limitations or license not otherwise provided in the Agreement. **Exhibit B** shall also govern Owner provided electronic data for incorporation into the Architect's documents.

§ 8.6 The provisions of this Article 8 shall survive the termination of this Master Agreement.

(Paragraphs deleted)

ARTICLE 9 CLAIMS AND DISPUTES

§ 9.1 General

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

§ 9.1.2 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.

§ 9.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to a Service Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of a Service Agreement, except as specifically provided in any Service Agreement.

§ 9.2 Mediation

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

§ 9.2.2 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.

§ 9.2.3 The parties shall share the mediator’s fee 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.

§ 9.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 7.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- Arbitration pursuant to Section 7.3 of this Master Agreement
- Litigation in a court of competent jurisdiction
- Other: (Specify)

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

§ 9.3 Arbitration [Paragraph 9.3 and All Sub-Paragraphs Intentionally Deleted]

ARTICLE 10 TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS

(Paragraphs deleted)
(Table deleted)

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

§ 10.2 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.

§ 10.3 If the Owner suspends the services under a Service Agreement for more than ninety (90) consecutive days for reasons other than the fault of the Architect, the Architect may terminate the Service Agreement by giving not fewer than seven (7) days’ written notice. Should the Architect elect to so terminate a Service Agreement, the Architect shall be compensated for services actually performed and expenses actually incurred under the Service Agreement prior to notice of such termination

§ 10.4 Either party may terminate a Service Agreement upon not fewer than seven (7) days’ written notice should the other party fail substantially to perform in accordance with the terms of the Service Agreement, through no fault of the party initiating the termination. Termination of a Service Agreement under this Section 10.4 shall not be deemed a termination of other Service Agreements under this Master Agreement.

§ 10.5 The Owner may terminate a Service Agreement, upon not less than seven (7) days’ written notice to the Architect for the Owner’s convenience and without cause.

§ 10.6 In the event of termination of a Service Agreement not the fault of the Architect, the Architect shall be compensated for services properly and actually performed and expenses actually incurred under the Service Agreement prior to notice of such termination, together with Reimbursable Expenses actually incurred prior to notice of termination.

§ 10.7 [Paragraph Deleted.]

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§ 10.8 The Owner's rights to use the Architect's Instruments of Service in the event of termination of a Service Agreement are set forth in Article 8 and Section 11.8 of this Master Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 The Owner shall compensate the Architect for the services described in a Service Order pursuant to the Service Order and as set forth in this Article 11. The Compensation in each Service Order will be determined on a project-by-project basis with Compensation for Basic Services for each Project based on the following formulas, with the final amount established in the Service Agreement based on the project parameters:

- .1 For New Construction utilizing a Marathon ISD prototype or a limited number of _____ prototypes (not significantly altered) _____ percent (____%) of Construction Cost at the time of Bidding as defined herein.
- .2 For New Construction utilizing a Marathon ISD prototype or a limited number of _____ prototypes (with significant alternations) _____ percent (____%) of Construction Cost at the time of Bidding as defined herein.

Note: If Owner selects any prototype listed above, architect shall review all change orders and/or allowance expenditure authorizations from the original or subsequent construction projects and modify the construction document (under this contract) to address these issues. This work shall be included under the Architect's Basic Services.

- .3 For additions and renovations _____ percent (____%) of the Construction Cost at the time of Bidding as defined herein.
- .4 For new construction using new designs _____ percent (____%) of the Construction Cost at the time of Bidding as defined herein.
- .5 Pre-Bond Planning Services are included in the Architect's compensation for Basic Services provided the Architect is engaged by the District through a Service Agreement to provide Design Services and Construction Administration for the Bond Projects which were subject to Pre-Bond Planning and which were approved by the voters. If the Bond for which any Pre-Bond Planning under this Agreement, or a specific Project is not approved by the voters, the Architect shall not be entitled to and the Owner shall have no liability to the Architect for any fees for services provided to the Owner prior to the date of the Bond election.
- .6 The Architect shall not provide Pre-Bond Planning Services for any Bond Election until authorized to proceed in writing by the Owner. If the Architect provides Pre-Bond Planning Services, where the Architect is not retained (via written Service Agreement) to provide Architectural/Engineering design and construction administration services for the Bond projects approved by the voters for actual work performed prior to the Bond election at its standard hourly rates not to exceed fifty thousand dollars (\$50,000.00).

§ 11.2 **Optional Additional Services.** Except as below for furniture selection, specification, bid and punch list assistance, the Architect will be compensated for Optional Additional Services as set out in the individual Service Orders, based on the hourly billing rates for services of the Architect and the Architect's consultants as set forth in the Fixed Rate Schedule attached hereto as **Exhibit C**.

If the services of the Architect under a Service Agreement are for furniture selection, specification, bid assistance and punch list the Architect shall be compensated on a lump sum basis as follows:

- _____

§ 11.3 Except as otherwise set forth in a Service Order, the Owner shall compensate the Architect for Additional Services that may arise during the course of a Project at the hourly billing rates for services of the Architect and the Architect's consultants as set forth in the Fixed Rate Schedule attached hereto as **Exhibit C**.

§ 11.4 Compensation for 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 **Ten** percent (**10%**), or as otherwise stated below:

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

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Facility Study Planning Services/Pre-Bond Issue services	As provided in §§11.1.5 and 11.1.6			
Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty-Five	percent (	25	%)
Construction Documents Phase	Thirty-Five	percent (	35	%)
Proposal Phase	Three	percent (	3	%)
Construction Phase	Twenty	percent (	20	%)
Close-Out	Two	percent (	2	%)
Total Basic Compensation	one hundred	percent (	100	%)

(Paragraphs deleted)

§ 11.6 When compensation is based on a percentage of the Cost of the Work 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, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or best value proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. 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 Compensation for Reimbursable Expenses

§ 11.7.1 Reimbursable Expenses will be allocated to each Service Agreement. Reimbursable Expenses are in addition to compensation for the Architect’s professional services and include expenses incurred by the Architect and the Architect’s consultants directly related to a Service Agreement, as follows:

- .1 [Paragraph Deleted.]
- .2 [Paragraph Deleted.]
- .3 [Paragraph Deleted.]
- .4 Printing, reproductions, plots, and standard form documents.
- .5 [Paragraph Deleted.]
- .6 [Paragraph Deleted.]
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner.
- .8 [Paragraph Deleted.]
- .9 [Paragraph Deleted.]
- .10 [Paragraph Deleted.]
- .11 [Paragraph Deleted.]

§ 11.7.2 For Reimbursable Expenses as described in Section 11.4.1, the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus One percent (1%) of the expenses incurred.

§ 11.7.3 Other Reimbursable Expenses. For the following Reimbursable Expenses, the compensation shall be as follows:

- .1 For Surveys described in Section 5.1.25, Architect’s Actual Cost plus thirty percent of the Cost
- .2 For Geotechnical Reports described in Section 5.1.26, Architect’s Actual Cost plus fifty percent (50%) of the Cost

§ 11.8 Compensation For Use Of Architect’s Instruments Of Service

If the Owner terminates the Architect for its convenience under Section 10.5 or for cause, or the Architect terminates this Agreement under Section 9.3, the Owner shall have the right to continued use of the Architect’s and Architect’s Consultants’ Instruments of Service and to make derivative Works thereof, solely for purposes of completing, using and maintaining the Project 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 or the Architect’s consultants’ Instruments of Service pursuant to this Section, neither the Architect nor its consultants shall bear liability for errors or omissions appearing in such derivative works.

§ 11.9 Payments to the Architect

§ 11.9.1 Progress Payments

§ 11.9.1.1 Unless otherwise agreed, payments for services and reimbursement for Reimbursable Expenses provided pursuant to a Service Agreement shall be made monthly in proportion to services performed and expenses incurred

Init.

during the previous month. Payments are due and payable upon the Owner's receipt of the Architect's invoice. Amounts unpaid thirty (30) days after the Owner's receipt of the invoice shall bear interest at the rate provided in the Texas Prompt Payment Act, Texas Government Code, Chapter 2251.

§ 11.9.1.2 For projects compensated on a percentage of the Cost of the Work or lump sum fee basis, the Architect will prepare and submit for the Owner's approval a Monthly Basic Services Fee Billing Schedule based on the provisions of this Agreement.

§ 11.9.1.3 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 by a court of competent jurisdiction.

§ 11.9.1.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 MISCELLANEOUS PROVISIONS

§ 12.1 Each Service Agreement shall be governed by the laws of the State of Texas. Venue for a dispute arising under any Service Agreement shall lie 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 consent to suit.

§ 12.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

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

§ 12.4 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 the Service 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 the Service Agreement.

§ 12.5 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

§ 12.6 Unless otherwise required in this Master Agreement or a Service Order, the Architect shall have no responsibility for the handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances 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 a duty to immediately report to the Owner the existence of such materials if actually known by the Architect or the Architect's consultants to be present on the Project site.

§ 12.7 With prior written consent of the Owner, the Architect shall have the right to include photographic or artistic representations of the design of the Projects for which services are performed among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Projects 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 Projects. This Section 12.7 shall survive the termination of a Service Agreement unless the Owner terminates a Service Agreement for cause pursuant to Section 10.4.

§ 12.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. 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. The restrictions on use and disclosure of Confidential Information by the Owner or Architect, shall not apply to information which (a) was known by the party receiving the confidential information prior to disclosure by the disclosing party; (b) is or later becomes part of the public domain through no fault of the disclosing party; or (c) is required by law or regulation to be disclosed.

§ 12.9 To the extent permitted by applicable law, 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.

§ 12.10 By signing this Agreement, the undersigned certifies as follows: Under Section 231.006 of the Texas Family Code, the Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payments and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

§ 12.11 Pursuant to TEXAS EDUCATION CODE section 44.034, Architect must give advance written notice to the Owner if the Architect or an owner or operator of the Architect has been convicted of a felony. The Owner may terminate this Agreement if the Owner determines that the Architect failed to give such notice or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly held corporation.

§12.12 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.

§12.13 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.

§12.14 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.

§12.15 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. Notwithstanding the foregoing, the Owner's right to inspect, copy and audit shall not extend to documents related to the calculation of the Architect's rates, fees, markups or multipliers agreed upon in this Agreement, but the application of those rates, fees, markups or multipliers at the time of billing is intended to be included.

§ 12.16 Criminal History Records Checks

§ 12.16.1 Before beginning any work on a Project which is the subject of a Service Agreement, the Architect may be required, if applicable, to comply with the provisions of Texas Education Code section 22.08341, including obtaining

Criminal History Record Information ("CHRI"), through the Fingerprint-Based Applicant Clearinghouse of Texas ("FACT Clearinghouse") for all of the Architect's Covered Employees as defined by the statute.

§ 12.16.2 Covered Employees generally include all employees of Architect, as well as employees of the Architect's subconsultants and independent contractors, who will have ongoing work duties to be performed under this contract and a substantial opportunity for verbal or physical interaction with students, and the person will not be supervised by a certified educator or other professional district employee during such opportunities.

§ 12.16.3 If a Project which is the subject of a Service Agreement, will involve a set of circumstances which will require compliance with Texas Education Code section 22.08341, the Architect agrees to obtain the CHRI on its Covered Employees, provide the required certifications and otherwise, fully and promptly comply with all requirements of the statute, at its sole expense.. The Architect is encouraged to consult its own counsel with regard to whether compliance is required in connection with a specific Service Agreement and shall consult with the Owner, prior to entering into any Service Agreement regarding compliance.

ARTICLE 13 SPECIAL TERMS AND CONDITIONS

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

§ 13.1 Purchase Order. If the Owner issues a purchase order related to the Architect's services, it is understood and agreed that such purchase order is for the Owner's internal accounting purposes only and shall not modify, add to, or delete any of the terms and conditions of this Agreement. When a purchase order is issued, it is understood and agreed that the Architect shall indicate the purchase order number on the invoices sent to the Owner.

§ 13.2 LEED. The LEED Green-Building Rating System and similar environmental guidelines are subject to interpretation and achieving levels of compliance involves all parties and includes the Owners use, operation and maintenance of the completed project and the Contractors' performance during construction. The Architect does not warrant that the Project will achieve LEED certification or guarantee a certain level of energy savings but is required to use reasonable care consistent with its professional standard of care projects involving LEED design.

§ 13.3 Neither the Owner nor the Architect shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, or loss of income.

§ 13.4 The Architect shall make design and document changes that result from its errors and omissions at no cost to the Owner.

§ 13.5 In the event of any conflict between the Master Agreement and any Service Order, the language of the Service Order shall control.

§ 13.6 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.

§ 13.7 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. The section does not apply to a sole proprietorship.

§ 13.8 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. This section does not apply to a sole proprietorship.

§ 13.9 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 misrepresents its inclusion on the list, then such omissions or misrepresentation shall void this Agreement.

§ 13.10 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Architect agrees that the contract can be terminated if the Architect knowingly or intentionally fails to comply with a requirement of that subchapter. Therefore, if the value of this Project is One Million Dollars (\$1,000,000.00) or more, the Architect agrees to : (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the Owner for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the Owner; and (3) on completion of the contract, either: (a) provide at no cost to the Owner all contracting information related to the contract that is in the custody or possession of the entity; or (b) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the Owner.

ARTICLE 14 SCOPE OF THIS MASTER AGREEMENT

§ 14.1 This Master 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 Master Agreement may be amended only by written instrument signed by both the Owner and Architect.

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

.1 AIA Document B121™–2018, Standard Form of Master Agreement Between Owner and Architect as amended by the Owner.

.2

(Paragraphs deleted)

All Service Orders executed by the parties during the term of this Master Agreement and prepared in the form included as **Exhibit A** to this Master Agreement.

.3 Exhibits:

(Clearly identify any other exhibits incorporated into this Master Agreement.)

Exhibit A – Form of AIA Document B221™–2018, Service Order for use with Master Agreement Between Owner and Architect, as amended by the Owner

Exhibit B – Agreement for Delivery of Documents in Electronic Form

Exhibit C – Fixed Rate Fee Schedule.

Exhibit D – All Subsequent Service Orders as executed, prepared on the form during the term of this Master Agreement and prepared in the form included as **Exhibit A** to this Master Agreement to be attached and numbered in sequence (D-1, D-2, etc.)

.4 Other documents: None.

(List other documents, if any, forming part of the Master Agreement.)

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

MARATHON INDEPENDENT SCHOOL DISTRICT

[ARCHITECT]

(Row deleted)

Dr. Yvonne Durant, Superintendent

(Row deleted)

Init.

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(896039010)

Additions and Deletions Report for **AIA® Document B121™ – 2018**

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 14:45:26 ET on 10/14/2022.

PAGE 1

AGREEMENT made as of the _____ day of _____ in the year TWO THOUSAND TWENTY-TWO

...

Marathon Independent School District, an independent school district and political subdivision of the State of Texas
P.O. Box 416
109 N. 5th Street
Marathon, Texas 79842
Phone: (432) 386-4431
Fax: (432) 386-4395

...

[TO BE INSERTED]

...

The Owner and Architect agree as ~~follows~~follows:

PAGE 2

4 SCOPE OF ARCHITECT'S BASIC SERVICES

5 OPTIONAL ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES 6 OWNER'S RESPONSIBILITIES

7 COST OF THE WORK

6 8 COPYRIGHTS AND LICENSES

7 9 CLAIMS AND DISPUTES

8 10 TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS

9 11 COMPENSATION

10 12 MISCELLANEOUS PROVISIONS

11 13 SPECIAL TERMS AND CONDITIONS

12 SCOPE OF THIS MASTER AGREEMENT 14 SCOPE OF THIS MASTER AGREEMENT

Note: Any reference herein, 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 Trevino Kyle & Robinson P.C. for this Project. No use may be made of this AIA document other than as Contract Documents for this Project.

ARTICLE 1 — MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

ARTICLE 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

§ 1.1 This Master Agreement shall be effective for one year after the date first written above ("Date of this Master Agreement"). Agreement") and shall be subject to renewal and extension by the Owner each year thereafter, for a period of two (2) additional one-year terms, unless sooner terminated in accordance with the terms of this Master Agreement. Such renewals may be exercised by the Owner's Representative to the extent such duty is delegated by the Board of Trustees.

PAGE 3

Dr. Gilda Ivonne Durant, Superintendent

...

[TO BE INSERTED]

...

ARTICLE 2 — SERVICE ORDERS

§ 1.7 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, including requiring preparation of any civil, structural, mechanical, or electrical plans, specifications, or opinions of probable cost for construction by a registered professional engineer or a registered architect, whichever is appropriate, and who is licensed to practice in the State of Texas.

ARTICLE 2 SERVICE ORDERS

§ 2.1 The Owner is not required to issue any Service Orders under this Master Agreement. Upon the Owner’s determination of a need for design and contract administration services in for a specific Project or group of Projects, the Parties agree to execute an individual AIA Document B221™–2018, Service Order for use with Master Agreement Between Owner and Architect (as amended by the Owner), in the form attached hereto as Exhibit A, incorporating the District’s specific requirements for the individual Project ("Service Order"). The District will not be obligated to place any minimum dollar amount of Requirements Work Orders under this Agreement.

...
§ 2.3 The Architect shall perform the services set forth in each agreed upon Service Order, consisting of AIA Document B221-2018, ~~Service Order, or such other document as the Owner and Architect may mutually agree upon.~~ Order. Each Service Order shall state the name, location, and detailed description of the Project; describe the Architect’s Services; Services and Scope of Work; state the Architect’s compensation; and list the attachments and exhibits incorporated by reference.

ARTICLE 3 ARCHITECT’S RESPONSIBILITIES

§ 2.4 For record keeping purposes and ease of reference, each Service Order will be referred to be sequential numbers and year, and the specific Project Name -- e.g. "Service Order No .XX – 2019/Project Name) and each will be appended to this Agreement and made a part thereof as of the date of their respective executions, as Exhibit D. The terms of this Agreement shall apply to each Service Order for a Project added to this Agreement, and any reference in this Agreement to the "Project" shall refer generically to the specific Project identified and described in the Service Order which is relevant to the issue at hand.

ARTICLE 3 ARCHITECT’S RESPONSIBILITIES

§ 3.1 ~~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 with the same professional license.~~ The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the services provided pursuant to a Service Agreement. 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. For purposes of this clause, a defect is a failure to confirm the applicable standard of care. 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.

PAGE 4

§ 3.3 ~~The Architect shall maintain the following insurance until termination of this Master Agreement, provide and maintain the following insurance with indemnification limits not less than the amounts indicated below, in effect, during the performance of the Work under this Master Agreement, and any Service Order issued thereunder, until termination of this Master Agreement, unless otherwise modified in a specific Service Order. 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 9.4.reimburse the Architect for any additional cost:~~ maintain the following insurance with indemnification limits not less than the amounts indicated below, in effect, during the performance of the Work under this Master Agreement, and any Service Order issued thereunder, until termination of this Master Agreement, unless otherwise modified in a specific Service Order. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 — General Liability

.2 — Automobile Liability

.3 — Workers' Compensation

.4 — Professional Liability

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.
Employer's Liability	\$1,000,000.00 Each Accident \$1,000,000.00 Disease Policy Limit \$1,000,000.00 Disease Each Employee
Professional Liability:	
Architect.....	\$2,000,000.00 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

~~§ 3.4 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 the accuracy and completeness of the 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.~~

§ 3.3.1 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.

§ 3.3.2 The primary Commercial General Liability and Automobile policies, and excess or umbrella polices covering Commercial General Liability and Automobile Liability policies so issued in the name of Architect shall also name the Owner as 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 general liability policies and shall apply to both ongoing and completed operations. Evidence of additional insured status will be provided to Owner by providing a copy of the endorsement being utilized to effect the additional insured, and shall be subject to the Owner's reasonable approval. To the extent an Architect's Consultant is named as an additional insured on any policy held by the Architect, separate coverage shall not be required of the Architect's Consultants.

§ 3.3.3 All insurance required herein shall, by endorsement, be primary and non-contributory insurance with respect to the Owner, its officers, employees, representatives or agents and shall seek no contribution from any insurance available to Owner. All insurance shall be written on an occurrence basis, if available, and shall contain a by endorsement a waiver of subrogation in favor of Owner on all claims arising out of the Project. A copy of such endorsement or endorsements shall be provided to the Owner at the same time as the Insurance Certificates required above.

§ 3.3.4 The Architect shall have its insurance carrier(s) provide satisfactory evidence to the Owner of compliance with the requirements in Section 3.3, at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. Satisfactory evidence shall include (1) Certificate(s) of Insurance in a form satisfactory to the Owner, specifying the types and amounts of coverage in effect, the expiration dates of each policy, containing a statement that no insurance will be canceled 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; and, (2) all required Endorsements. 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, and agrees to notify the Owner of any material change in the Policy within ten (10) days following the change. 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.

§ 3.3.5 Except where specifically subject to reimbursement by the Owner as provided in Section 3.3, the insurance provided pursuant to Section 3.3 shall be considered a part of the Architect's basic services and shall not be a Reimbursable Expense.

§ 3.3.6 Statutory Worker's Compensation Provisions

.1 Definitions:

- .1.1 Certificate of coverage ("Certificate").** A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.
- .1.2 Duration of the Project.** Includes the time from the beginning of the work on the Project until the Architect's work on the Project has been completed and accepted by the Owner.
- .1.3 Persons providing services on the Project ("subcontractor" in Texas Labor Code §406.096).** Includes all persons or entities performing all or part of the services the Architect has undertaken to perform on the Project, regardless of whether that person contracts directly with the Architect and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- .2** The Architect shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Architect providing services on the Project, for the duration of the Project.
- .3** The Architect must provide a certificate of coverage to the Owner prior to being awarded the contract.
- .4** If the coverage period shown on the Architect's current certificate of coverage ends during the duration of the Project, the Architect must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
- .5** The Architect shall obtain from each person providing Services on a Project, and provide to the Owner:
 - .5.1** a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
 - .5.2** no later than seven (7) days after receipt by the Architect, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- .6** The Architect shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.
- .7** The Architect shall notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the Architect knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

- .8 The Architect shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Department of Insurance, Division of Workers' Compensation, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- .9 The Architect shall contractually require each person with whom it contracts to provide services on a Project, to:
- .9.1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
 - .9.2 provide to the Architect, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
 - .9.3 provide the Architect, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - .9.4 obtain from each other person with whom its contracts, and provide to the Architect:
(a) a certificate of coverage, prior to the other person beginning work on the Project; and
(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - .9.5 retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;
 - .9.6 notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
 - .9.7 contractually require each person with whom it contracts, to perform as required by Subparagraphs .9.1 - .9.7 with the certificates of coverage to be provided to the person for whom they are providing services.
- .10 By signing this contract or providing or causing to be provided a certificate of coverage, the Architect is representing to the Owner that all employees of the Architect who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Department of Insurance, Division of Self-Insurance Regulation. Providing false or misleading information may subject the Architect to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- .11 The Architect's failure to comply with any of these provisions is a breach of contract by the Architect which entitles the Owner to declare the contract void if the Architect does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner. [Provision required by: 28 TAC Rule §110.110(i)]

§ 3.5 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval. Upon the written request of the Owner, the Architect shall remove from the Project any employee of the Architect to whom the Owner makes a reasonable objection. The Architect shall replace any such employee with an equally qualified employee in a timely manner.

ARTICLE 4 — ADDITIONAL SERVICES

§ 3.6 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 reasonable efforts within the applicable standard of care 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.

§ 3.7 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.

§ 3.8 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 4 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 4.1 The Architect may provide Additional Services after execution of a Service Order without invalidating the Service Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article 4 shall entitle the Architect to compensation pursuant to Section 9.3. Architect's Basic Services are described in this Article 4 and include usual and customary structural, mechanical, civil and electrical engineering services, and such other services identified in the individual Service Orders executed in connection with this Master Agreement and made a part hereof.

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

§ 4.1.2 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 the accuracy and completeness of the 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.

§ 4.1.3 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.

§ 4.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

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

§ 4.1.6 The Architect shall be responsible for filing documents required for the approval of governmental authorities having jurisdiction over the Project identified in the applicable Service Order, subject to review and approval of the Owner.

§ 4.1.7 When the services under this Agreement or any Service Order under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be AIA Document A201-2017, as amended by the Owner for the Project, applicable to the individual Service Order. The Architect shall administer the Project identified in the individual Service Orders in accordance with this Master Agreement, the applicable Service Order as amended for the Project identified in the individual Service Order, and with the AIA A201-2017, General Conditions of the Contract for Construction for the Project identified in the individual Service Orders, consult

with Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner. The Architect shall not be relieved of any obligation to perform in accordance with the standard of care applicable to licensed architects in the State of Texas, regardless of whether or not a specific responsibility or task is included or identified in this Agreement.

§ 4.1.8 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.

§ 4.2 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, as they relate to the services provided pursuant to the Service Order, 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, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .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;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals; or
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction.

Schematic Design Phase Services

§ 4.2.1 The Architect shall assist the Owner with the provision of the educational program and educational specifications, which shall be approved by the Owner's Board of Trustees, per 19 Texas Administrative Code Section

61.1036. The Architect shall review the program and other specifications furnished by the Owner to ascertain the specific requirements of the Project and shall arrive at a mutual written understanding of such requirements with the Owner. The Architect shall include all components of Owner's program for the Project unless specific agreement to delete a component is received from the Owner. This review, assistance and understanding shall be performed in connection with each Project identified and/or commenced under an individual Service Order executed in connection with the Master Agreement and made a part hereof, unless otherwise provided in the Service Order executed in connection with this Agreement and made a part hereof.

§ 4.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or 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. The Architect shall visit the Owner's proposed Project site and shall provide the Owner a written report evaluating the feasibility of the Owner's site for the Project based on site conditions and the Owner's program, schedule and budget for the Cost of Work. The Architect's report shall include identification and evaluation of the location, availability, adequacy, capacity and sufficiency of all utilities necessary to service the completed Project and address with the Owner any existing easements or rights of way which may interfere with the Owner's Project.

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

§ 4.2.4 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 modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 4.2.4.1 The Architect shall consider environmentally responsible 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 other environmentally responsible design services as Additional Services.

§ 4.2.4.2 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.

§ 4.2.5 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 7.3.

§ 4.2.6 The Architect shall submit the Schematic Design Documents to the Owner and request the Owner's approval. The Architect shall not proceed to the Design Development Document Phase without the approval of Owner; provided, however, this approval shall not relieve Architect of Architect's responsibility to ultimately provide final construction documents which are sufficient for Owner to complete construction of the Project, and are free from material defects or omissions. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without the approval required by this Section 4.2.6.

§ 4.3 Design Development Phase Services

§ 4.3.1 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 such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 4.3.2 The Architect shall update the estimate of the Cost of the Work. This estimate may be based upon current area, volume or similar conceptual estimating techniques. The Architect shall cooperate with the Owner, and if applicable, the Construction Manager at Risk, in developing and designing the Project to satisfy Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. If the estimate of the Cost of the Work exceeds the Owner's budget, and the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval and, in doing so, shall notify Owner of the actions taken to bring the Project into Owner's budget. If the Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect (in cooperation the Construction Manager at Risk, if applicable) shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget. Owner shall consider the Architect's recommendations, but shall decide, in its discretion, what adjustments to make and the Owner shall cooperate with the Architect in making such adjustments.

§ 4.3.3 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. The Architect shall not proceed to the Construction Documents Phase without the approval of Owner; provided, however, this approval shall not relieve Architect of Architect's responsibility to ultimately provide final construction documents which are sufficient for Owner to complete construction of the Project, and are free from material defects or omissions. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without the approval required by this Section 4.3.3.

§ 4.4 Construction Documents Phase Services

§ 4.4.1 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 all Drawings and Specifications, submittals, transmittals, deliverables, instructions to Contractor, and other documents including those in electronic form, prepared by the Architect, and the Architect's consultants which set forth in detail the requirements for construction of the Project. The Construction Documents shall reflect all agreements between Owner and Architect concerning the Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs and usable life of equipment and facilities. The Construction Documents shall also reflect the Owner's program and educational specifications and the State educational adequacy standards in 19 TAC Section 61.1036. The Architect shall provide Construction Documents which are sufficient for the Owner to complete construction of the Project, are free from material defects or omission, and comply with all applicable laws, ordinances, codes, rules and regulations, as of the effective date of the issuance of the Construction Documents. The Owner and Architect acknowledge that in order to construct 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 the requirements of this Section 4.4.1.

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

§ 4.4.3 During the development of the Construction Documents, the Architect, in consultation with the Owner's attorney, shall assist the Owner in the development and preparation of (1) bidding and 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). In consultation with the Owner, the Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include proposal requirements and sample forms.

§ 4.4.4 The Architect shall update the estimate for the Cost of the Work. If the estimate of the Cost of the Work exceeds the Owner's budget, and the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval and, in doing so, shall notify Owner of the actions taken to bring the Project into Owner's budget. If the Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect (in cooperation the Construction Manager at Risk, if applicable) shall make appropriate written

recommendations to the Owner to adjust the Project's size, quality or budget. Owner shall consider the Architect's recommendations, but shall decide, in its discretion, what adjustments to make and the Owner shall cooperate with the Architect in making such adjustments.

§ 4.4.5 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 7.5, and request the Owner's approval; provided however, this approval shall not relieve Architect of Architect responsibility to provide documents which are sufficient for Owner to complete the construction of the Project. Architect shall bear full responsibility for and all resulting excess costs incurred by Architect in proceeding without Board approval.

§ 4.4.6 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 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.

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

- .1 It has reviewed the standards contained in 19 TAC Chapter 61 and has used sound 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.

§ 4.4.8 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 4.4.7 above.

§ 4.5 Procurement Phase Services

§ 4.5.1 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.

§ 4.5.2 Competitive Procurement

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

§ 4.5.2.2 If requested by Owner, the Architect shall assist the Owner in the procurement process for Construction Services:

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 4.5.2.3 The Architect shall, as a Basic Service, consider requests for substitutions, if the Procurement Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 4.5.3 Negotiated Proposals

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

§ 4.5.3.2 If requested by Owner, the Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction 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; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 4.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 4.6 Construction Phase Services

§ 4.6.1 General

§ 4.6.1.1 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 amended by the Owner for the Project and provided to the Architect concurrent with the execution of this Agreement.. If the Owner and Contractor modify AIA Document A201™–2017, other than the modifications provided at the time of this Agreement, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 4.6.1.2 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. Notwithstanding the foregoing, the Architect shall be responsible for providing at no additional cost to the Owner architectural services made necessary by major defects or deficiencies in the Contractor’s work which the Architect should have reasonably discovered in providing services within its standard of care.

§ 4.6.1.3 Jobsite Safety. Neither the professional activities of the Architect, nor the presence of the Architect, or its employees and consultants at a construction/project site, shall relieve any Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Architect and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Owner agrees that the Contractor shall be solely responsible for jobsite safety, and agrees that this intent shall be carried out in the Owner’s contract with the Contractor.

§ 4.6.1.4 Subject to Section 4.3, 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

§ 4.6.2 Evaluations Of The Work

§ 4.6.2.1 The Architect or its authorized representative, as a representative of the Owner, shall visit the site at least twice per week (or more often when deemed necessary by the Owner’s representative or when necessary to protect the Owner’s interests), and at other intervals appropriate to the stage of the Contractor’s operations: (1) to observe the progress, quality and quality of the work completed, to reject any observed non-conforming Work; (2) to become familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed; (3) to determine in general if the work is being performed in a manner indicating that the Work, when fully completed will

be in accordance with the Contract Documents; and, (5) to document progress of the Work, in written and photographic form. A minimum of two jobsite meetings per month from commencement of construction through Final Completion will be initiated by the Architect. Attendees shall include the Owner, the Contractor's project manager or superintendent, the Architect's project representative and the Architect. The Architect or his authorized representative will provide on-site observations prior to and during all concrete pours that contribute to the structural integrity of the building, including all pours of concrete piers, footings, grade beams, floor slabs and concrete superstructure components, if applicable. Architect or its representative shall also provide on-site observations prior to covering up or closing up of portions of the construction that, if covered, would conceal problems with the structural integrity of the Project. On the basis of its on-site observations, the Architect shall keep the Owner and the Owner's Contractor informed of the progress and quality of the Work, through the Architect's field reports and shall promptly notify the Owner and Contractor regarding a perceived defect or nonconforming Work which shall be followed by a written notice and recommended corrective action. Notwithstanding the foregoing, 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, since these are the Contractor's rights and responsibilities under the Contract Documents

§ 4.6.2.2 The Architect shall reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall recommend to the Owner, additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such 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, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work. The Architect shall promptly notify the Owner and Contractor of any observed fault or defect in the Project or non-conformance with the Contract Documents upon discovery and shall notify the Owner of all corrective action taken or recommended.

§ 4.6.2.3 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.

§ 4.6.2.4 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 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.

§ 4.6.2.5 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.

§ 4.6.3 Certificates For Payment To Contractor

§ 4.6.3.1 The Architect shall observe the progress of the Work evaluate, review and certify the amounts due the Contractor and shall sign and issue Certificates for Payment in such amounts if such amounts are valid, correct and deemed due and owing, in the Architect's professional opinion, within seven (7) days of its receipt of Contractor's properly submitted application for payment. 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, in the Architect's professional opinion, and 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 the amounts shown in the application are valid and correct. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect in writing to the Owner.

ARTICLE 5 — OWNER'S RESPONSIBILITIES

§ 4.6.3.2 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.

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

§ 4.6.4 Submittals

§ 4.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. 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.

§ 4.6.4.2 In accordance with the Architect-approved, Contractor's submittal schedule, 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 and applicable laws, statutes, codes, regulations, ordinances and requirements applicable to the Architect's design. 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, unless otherwise specifically stated by the Architect, of any 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. If it is determined that any submittal does not comply with the requirements of the Contract Documents, then the Architect shall notify the District representative so that the Contractor may be brought in to compliance. The Architect shall promptly report in writing to the Contractor and Owner any errors, inconsistencies and omissions discovered by the Architect in the Shop Drawings, Product Data and Samples. The Architect is not authorized to approve changes involving major systems such as HVAC, roof, foundation, outward appearance, color schemes, floor plans, building materials or mechanical equipment without Owner's prior written consent.

§ 4.6.4.3 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 Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 4.6.4.4 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 requests for information as Basic Services.

§ 4.6.4.5 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.

§ 4.6.5 Changes In The Work

§ 4.6.5.1 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. With notice and approval of the Owner's representative, the Architect may authorize 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.

§ 4.6.5.2 The Architect shall review and evaluate Contractor proposals for Work to be performed under a Change Order, counter-proposals by the Contractor, if any, in connection with a Construction Change Directive and Contractor proposals related to funds to be expended from any Contingency or Allowance, to confirm that the form of the proposal and information satisfies the requirements of the Contract Documents and, if the Architect finds the proposal in compliance with the Contract Documents, the price as proposed to be fair and reasonable, it shall prepare the formal Change Order for the Owner’s approval and execution. If the Architect shall not be satisfied that the form of the proposal and information satisfies the requirements of the Contract Documents or that the price as proposed is not a fair and reasonable price for such work, the proposal shall be returned to the Contractor with a request for revision and instructions as to what is required to correct the deficiencies in the proposal. Upon receipt of the revised proposal, the Architect shall again evaluate the proposal in accordance with this Paragraph.

§ 4.6.5.3 The Architect shall maintain records relative to changes in the Work, including, Change Orders, Construction Change Directives and Changes Requested to be paid from any Contingency or Allowance.

§ 4.6.5.4 The Architect shall prepare a set of reproducible record drawings in PDF format, or such other electronic format as agreed by the parties, showing significant changes made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

§ 4.6.6 Project Completion

§ 4.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents. Neither the form of final Certificate for Payment nor the Certificate of Final Completion shall release the Contractor, Construction Manager at Risk (if applicable) or any subcontractor for any liability in connection with the Construction.

§ 4.6.6.2 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.

§ 4.6.6.3 When the Work is found to be substantially complete, 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.

§ 4.6.6.4 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.

§ 4.6.6.5 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.

ARTICLE 5 OPTIONAL ADDITIONAL SERVICES.

§ 5.1 The Owner shall provide information in a timely manner regarding requirements for and limitations of each Service Order-Optional Additional Services that can be provided for a Project after execution of a Service Agreement without invalidating the Service Agreement and following written approval by the Owner, include those designated in the table below as "Additional Services. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 5.1 shall entitle the Architect to compensation pursuant to Article 11 and/or as may be more particularly specified in any Service Order.

<u>Basic and Optional Additional Services</u>	<u>Responsibility</u> <i>(Architect, Owner, or not provided)</i>
<u>§ 5.1.1 Programming</u>	<u>Architect – Basic Service</u>
<u>§ 5.1.2 Multiple preliminary designs</u>	<u>Architect – Basic Service</u>
<u>§ 5.1.3 Measured drawings</u>	<u>Optional Additional Services</u>

Basic and Optional Additional Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 5.1.4 Existing facilities surveys	Optional Additional Services
§ 5.1.5 Site evaluation and planning	Architect – Basic Service
§ 5.1.6 Building Information Modeling	Architect – Basic Services
§ 5.1.7 Civil engineering	Architect – Basic Services
§ 5.1.8 Landscape design	Architect - Additional Services
§ 5.1.9 Architectural interior design	Architect – Basic Services
§ 5.1.10 Value analysis	Optional Additional Services
§ 5.1.11 Detailed cost estimating	Optional Additional Services
§ 5.1.12 On-site project representation	Full Time On-Site Representation Optional Additional Services
§ 5.1.13 Conformed documents for construction	Optional Additional Services
§ 5.1.14 As-designed record drawings	Architect – Basic Services
§ 5.1.15 As-constructed record drawings	Architect – Basic Services
§ 5.1.16 Architect’s coordination of the Owner’s consultants	Architect – Basic Services
§ 5.1.17 Telecommunications/data design	Architect – Basic Services
§ 5.1.18 Security evaluation and planning	Optional Additional Services
§ 5.1.19 Commissioning	Optional Additional Services
§ 5.1.20 Sustainable Project Services	Optional Additional Services
§ 5.1.21 Multiple bid packages	Optional Additional Services
§ 5.1.22 Historic preservation	Optional Additional Services
§ 5.1.23 Furniture Selection, Specification Bid Evaluation and Punchlist	Architect – Basic Services
§ 5.1.24 Surveys	Architect – Reimbursable Expense
§ 5.1.25 Geotechnical Reports	Architect – Reimbursable Expense

§ 5.2 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. If deemed necessary in the Architect’s professional judgment, in connection with the Project, or upon specific request of the Owner in connection with a Project, the Architect 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; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and 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 information on the survey shall be referenced to a Project benchmark. The Architect shall be reimbursed by Owner for the actual cost of such services with markup as provided in Section 11.2.

§ 5.3 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 consulting services in the contracts between the Owner and the Owner’s consultants. The Owner shall furnish the services of consultants as designated in an individual Service Order, 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 Service Order. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided. If deemed necessary in the Architect’s professional judgment, in connection with the Project, or upon specific request of the Owner in connection with a Project, 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 Owner for the actual cost of such services with markup as provided in Section 11.7.

§ 5.4 The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time to meet the Owner's needs and interests under a Service Agreement. Additional Services may be provided 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. In the absence of a prior written agreement, the Owner shall have no obligation to pay for any Additional Services claimed to have been performed.

5.4.1 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, as they relate to the services provided pursuant to the Service Order, 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 material change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method after Construction Documents are complete, except when said changes are due to Architect's or Architect's consultant's negligent errors or omissions;
- .2 [Section Deleted];
- .3 Changing or editing previously prepared Construction Documents 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;
- .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.]

§ 5.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the services or work related to a Service Agreement, including errors, omissions or inconsistencies in the Architect's Instruments of Service. 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 Up to two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor.
- .2 It is agreed that the Architect shall visit the site over the duration of the Project during construction and observe the Work at appropriate stages of construction and attend construction meetings as required herein.
- .3 Up to one (1) inspection for any phase of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.
- .4 Up to one (1) inspection for any phase of the Work to determine Final Completion.

Accurate, detailed and segregated invoicing must be provided by the Architect for all Construction Phase Services exceeding the limits in this Section 5.5, in order to facilitate back-charging Contractor for such Additional Services.

§ 5.6 Within 15 days 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 — COPYRIGHTS AND LICENSES

ARTICLE 6 OWNER'S RESPONSIBILITIES

§ 6.1 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 in relation to a Service Agreement. Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations of each Service Order, 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.

§ 6.2 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 a Service Agreement is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. Owner shall establish and periodically update 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. 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.

§ 6.3 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 the Service Agreement, including prompt payment of all sums when due pursuant to Articles 8 and 9. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Master 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 10.9, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates a Service Agreement for cause as provided in Section 8.4, the license granted in this Section 6.3, and related to the terminated Service Agreement, shall terminate. 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.

§ 6.3.1 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 6.3.1. The terms of this Section 6.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 8.4.

§ 6.4 Except for the licenses granted in this Article 6, no other license or right shall be deemed granted or implied under this Master 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. 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 consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants as designated in an individual Service Order, or authorize the Architect to furnish them as an Additional Service or as a Reimbursable Expense, when the Architect requests such services and demonstrates that in the Architect's professional judgement, they are reasonably required by the scope of the Service Order. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

~~§ 6.5 Except as otherwise stated in Section 6.3, the provisions of this Article 6 shall survive the termination of this Master Agreement. Unless otherwise provided in this Agreement or a Service Order, 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.~~

ARTICLE 7 — CLAIMS AND DISPUTES

§ 7.1 General

~~§ 7.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to any Service Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Master Agreement and within the period specified by applicable law, but in any case not more than 10 years after the completion of the services provided pursuant to a specific Service Agreement, whichever is sooner. Completion of the services pursuant to a specific Service Agreement shall be the date of Substantial Completion of construction related to the services performed pursuant to the Service Agreement or, where there is no construction work related to a Service Agreement, the date the Architect completes its services under the Service Agreement. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 7.1.1.~~

~~§ 7.1.2 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.~~

~~§ 7.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to a Service Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of a Service Agreement, except as specifically provided in Section 8.6.~~

§ 7.2 Mediation

~~§ 7.2.1 Any claim, dispute or other matter in question arising out of or related to a Service 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.~~

~~§ 7.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Master Agreement. A request for mediation shall be made in writing, delivered to the other party to this Master 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.~~

~~§ 7.2.3 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.~~

~~§ 7.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 7.2, the method of binding dispute resolution shall be the following:~~

~~(Check the appropriate box.)~~

~~Arbitration pursuant to Section 7.3 of this Master Agreement~~

~~Litigation in a court of competent jurisdiction~~

~~[]~~ Other: *(Specify)*

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

§ 7.3 Arbitration

§ 7.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Master Agreement, any claim, dispute or other matter in question arising out of or related to a Service 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 Master Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the arbitration.

§ 7.3.1.1 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.

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

§ 6.6 Unless otherwise provided in this Agreement or a Service Order, the Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time to meet the Owner's needs and interests under a Service Agreement.

§ 7.3.3 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.

§ 7.3.4 Consolidation or Joinder

§ 6.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the services or work related to a Service Agreement, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Architect acknowledges that it is the leader of the design team and is responsible for the design of the Project. Therefore, the Owner shall be entitled to rely on the Construction Documents, services and information furnished by the Architect. This section shall not relieve the Architect of any responsibility or liability for performance of Architect's contractual services on the Project.

§ 7.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Master 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).

§ 6.8 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 7.3.4.2 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.

~~§ 7.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 7.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Master Agreement.~~

§ 6.9 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.

§ 6.10 The Architect and the Owner shall at all times have access to the Work wherever it is in preparation or progress.

ARTICLE 7 COST OF THE WORK

§ 7.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner or, to the extent the Project represented by the Service Order is not completed, the estimated costs to the Owner, to construct all elements of the Project represented by the Service Order, designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work (as defined by the Service Order) or other costs that are the responsibility of the Owner.

§ 7.2 The Owner's budget for the Cost of the Work will be defined in the specific Service Order, and may be adjusted throughout the Project as required. Evaluations of the Owner's budget for the Cost of the Work, 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.

§ 7.3 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 make reasonable adjustments in the program and scope of the Project or redesign elements to achieve cost savings within the Scope of the Work, (but in doing so, shall not delete any essential element of the Project); and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. 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 requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 5.

~~§ 7.4 The provisions of this Article 7 shall survive the termination of a Service Agreement. If the Bidding or Proposal Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work may be adjusted, if necessary, to reflect changes in the general level of prices in the applicable construction market.~~

ARTICLE 8 — TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS

§ 7.5 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.

§ 7.6 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 proposal, the Owner, in its sole discretion, 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 10.5;
- .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.

§ 7.7 If the Owner chooses to proceed under Section 7.6.4, the Architect, without additional compensation, 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 7.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 7.

ARTICLE 8 COPYRIGHTS AND LICENSES

§ 8.1 If the Owner fails to make payments to the Architect in accordance with a Service Agreement, such failure shall be considered substantial nonperformance and cause for termination of the Service Agreement or, at the Architect's option, cause for suspension of performance of services under the Service Agreement for which the Owner failed to make payment. 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. 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 in relation to a Service Agreement. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 8.2 If the services under a Service Agreement have been suspended by the Owner, the Architect shall be compensated for services performed prior to notice of such suspension. When the services under the Service Agreement are 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. 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 a Service Agreement 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.

§ 8.3 If the Owner suspends the services under a Service Agreement for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate the Service Agreement by giving not less than seven days' written notice. Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use, retain copies and reproduce the Architect's and Architect's Consultant's Instruments of Service solely and exclusively for purposes of completing, constructing, using, maintaining, altering and adding to the Projects defined by the individual Service Orders under this Agreement, The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Master 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 between the Parties, solely and exclusively for use in performing services or construction for the Projects defined by the individual Service Orders under this Agreement. The payment of any 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 and the Architect's consultants' Instruments of Service, for all documents produced pursuant to this Agreement and in existence as of the date of any such payment.

§ 8.3.1 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 Texas law and the state Constitution, 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 8.3.1.

~~§ 8.4~~ Either party may terminate a Service Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Agreement, through no fault of the party initiating the termination. Termination of a Service Agreement under this Section 8.4 shall not be deemed a termination of other Service Agreements under this Master ~~Except for the licenses granted in this Article 8, no other license or right shall be deemed granted or implied under this Master 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. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Projects defined by the individual Service Orders under this Agreement.~~

~~§ 8.5~~ The Owner may terminate a Service Agreement, upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause, and the Architect agree that the attached written agreement included as **Exhibit B, Agreement for Delivery of Documents in Electronic Form**, sets forth the specific conditions governing the format of Architect's documents, instruments of service, or other electronic data, including any special limitations or license not otherwise provided in the Agreement. **Exhibit B** shall also govern Owner provided electronic data for incorporation into the Architect's documents.

~~§ 8.6~~ In the event of termination of a Service Agreement not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. The provisions of this Article 8 shall survive the termination of this Master Agreement.

~~§ 8.7~~ In addition to any amounts paid under Section 8.6, if the Owner terminates a Service Agreement for its convenience pursuant to Section 8.5, or the Architect terminates a Service Agreement pursuant to Section 8.3, the Owner shall pay to the Architect the following fees:

(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:

~~§ 8.8~~ Except as otherwise expressly provided herein, a Service Agreement shall terminate one year from the date of Substantial Completion.

~~§ 8.9~~ The Owner's rights to use the Architect's Instruments of Service in the event of termination of a Service Agreement are set forth in Article 6 and Section 9.5 of this Master Agreement.

ARTICLE 9 — COMPENSATION

~~§ 9.1~~ The Owner shall compensate the Architect for the services described in a Service Order pursuant to the Service Order and as set forth in this Article 9.

~~§ 9.2~~ Except as otherwise set forth in a Service Order, the hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

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

ARTICLE 9 CLAIMS AND DISPUTES

§ 9.1 General

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

§ 9.1.2 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.

§ 9.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to a Service Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of a Service Agreement, except as specifically provided in any Service Agreement.

§ 9.2 Mediation

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

§ 9.2.2 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.

§ 9.2.3 The parties shall share the mediator's fee 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.

§ 9.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 7.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

Arbitration pursuant to Section 7.3 of this Master Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

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

§ 9.3 Arbitration [Paragraph 9.3 and All Sub-Paragraphs Intentionally Deleted]

ARTICLE 10 TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS

<u>Employee or Category</u>	<u>Rate (\$0.00)</u>
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~~§ 9.3~~ Except as otherwise set forth in a Service Order, the Owner shall compensate the Architect for Additional Services designated in Article 4 as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

~~§ 9.4 Compensation for Reimbursable Expenses~~

~~§ 9.4.1~~ Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to a Service Agreement, as follows:

- ~~.1~~ — Transportation and authorized out-of-town travel and subsistence;
- ~~.2~~ — Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- ~~.3~~ — Permitting and other fees required by authorities having jurisdiction over the Project;
- ~~.4~~ — Printing, reproductions, plots, and standard form documents;
- ~~.5~~ — Postage, handling, and delivery;
- ~~.6~~ — Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- ~~.7~~ — Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- ~~.8~~ — If required by the Owner, and with the Owner's prior written approval, the Architect's consultant's expense of professional liability insurance dedicated exclusively to the Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect or the Architect's consultants, and disclosed by the Architect in writing prior to execution of this Master Agreement or a related Service Agreement;
- ~~.9~~ — All taxes levied on professional services and on reimbursable expenses;
- ~~.10~~ — Site office expenses; and
- ~~.11~~ — Other similar Project-related expenditures.

~~§ 9.4.2~~ For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus — percent (— %) of the expenses incurred.

~~§ 9.4.3~~ Reimbursable Expenses will be allocated to each Service Agreement.

~~§ 9.5 Payments to the Architect~~

~~§ 9.5.1 Progress Payments~~

~~§ 9.5.1.1~~ Unless otherwise agreed, payments for services provided pursuant to a Service Agreement 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.
(Insert rate of monthly or annual interest agreed upon.)

—%

~~§ 9.5.1.2~~ 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. In any event, the Owner shall not withhold payments to the Architect pertaining to a Service Agreement to offset amounts in dispute under a separate Service Agreement.

~~§ 9.5.1.3~~ Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 10 — MISCELLANEOUS PROVISIONS

§ 10.1 Each Service Agreement shall be governed by the law of the place where the Project described in the Service Order 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 7.3. ~~If the Owner fails to make payments to the Architect in accordance with a Service Agreement through no fault of the Architect, such failure shall~~

be considered substantial nonperformance and cause for termination of the Service Agreement or, at the Architect's option, cause for suspension of performance of services under the Service Agreement for which the Owner failed to make payment if not cured by the Owner within seven (7) days following notice of any past-due payment. If the Architect elects to suspend services, prior to the suspension of services, the Architect shall give seven (7) days' written notice to the Owner.

§ 10.2 Notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission. 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.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to each Service Agreement. Neither the Owner nor the Architect shall assign a Service Agreement without the written consent of the other, except that the Owner may assign a Service Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under the Service Agreement, including any payments due to the Architect by the Owner prior to the assignment. If the Owner suspends the services under a Service Agreement for more than ninety (90) consecutive days for reasons other than the fault of the Architect, the Architect may terminate the Service Agreement by giving not fewer than seven (7) days' written notice. Should the Architect elect to so terminate a Service Agreement, the Architect shall be compensated for services actually performed and expenses actually incurred under the Service Agreement prior to notice of such termination

§ 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 the Service 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 the Service Agreement. Either party may terminate a Service Agreement upon not fewer than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Agreement, through no fault of the party initiating the termination. Termination of a Service Agreement under this Section 10.4 shall not be deemed a termination of other Service Agreements under this Master Agreement.

§ 10.5 Unless otherwise required in a Service Agreement, the Architect 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 the Project site. The Owner may terminate a Service Agreement, upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause.

§ 10.6 The Architect shall have the right to include photographic or artistic representations of the design of the Projects for which services are performed among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Projects 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 Projects. This Section 10.6 shall survive the termination of a Service Agreement unless the Owner terminates a Service Agreement for cause pursuant to Section 8.4. In the event of termination of a Service Agreement not the fault of the Architect, the Architect shall be compensated for services properly and actually performed and expenses actually incurred under the Service Agreement prior to notice of such termination, together with Reimbursable Expenses actually incurred prior to notice of termination.

§ 10.7 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it 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 10.7. [Paragraph Deleted.]

§ 10.8 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 Owner's rights to use the Architect's Instruments of Service in the event of termination of a Service Agreement are set forth in Article 8 and Section 11.8 of this Master Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 The Owner shall compensate the Architect for the services described in a Service Order pursuant to the Service Order and as set forth in this Article 11. The Compensation in each Service Order will be determined on a project-by-project basis with Compensation for Basic Services for each Project based on the following formulas, with the final amount established in the Service Agreement based on the project parameters:

- .1 For New Construction utilizing a Marathon ISD prototype or a limited number of _____ prototypes (not significantly altered) _____ percent (_____ %) of Construction Cost at the time of Bidding as defined herein.
- .2 For New Construction utilizing a Marathon ISD prototype or a limited number of _____ prototypes (with significant alternations) _____ percent (_____ %) of Construction Cost at the time of Bidding as defined herein.

Note: If Owner selects any prototype listed above, architect shall review all change orders and/or allowance expenditure authorizations from the original or subsequent construction projects and modify the construction document (under this contract) to address these issues. This work shall be included under the Architect's Basic Services.

- .3 For additions and renovations _____ percent (_____ %) of the Construction Cost at the time of Bidding as defined herein.
- .4 For new construction using new designs _____ percent (_____ %) of the Construction Cost at the time of Bidding as defined herein.
- .5 Pre-Bond Planning Services are included in the Architect's compensation for Basic Services provided the Architect is engaged by the District through a Service Agreement to provide Design Services and Construction Administration for the Bond Projects which were subject to Pre-Bond Planning and which were approved by the voters. If the Bond for which any Pre-Bond Planning under this Agreement, or a specific Project is not approved by the voters, the Architect shall not be entitled to and the Owner shall have no liability to the Architect for any fees for services provided to the Owner prior to the date of the Bond election.
- .6 The Architect shall not provide Pre-Bond Planning Services for any Bond Election until authorized to proceed in writing by the Owner. If the Architect provides Pre-Bond Planning Services, where the Architect is not retained (via written Service Agreement) to provide Architectural/Engineering design and construction administration services for the Bond projects approved by the voters for actual work performed prior to the Bond election at its standard hourly rates not to exceed fifty thousand dollars (\$50,000.00).

§ 11.2 **Optional Additional Services.** Except as below for furniture selection, specification, bid and punch list assistance, the Architect will be compensated for Optional Additional Services as set out in the individual Service Orders, based on the hourly billing rates for services of the Architect and the Architect's consultants as set forth in the Fixed Rate Schedule attached hereto as **Exhibit C**.

If the services of the Architect under a Service Agreement are for furniture selection, specification, bid assistance and punch list the Architect shall be compensated on a lump sum basis as follows:

- _____

§ 11.3 Except as otherwise set forth in a Service Order, the Owner shall compensate the Architect for Additional Services that may arise during the course of a Project at the hourly billing rates for services of the Architect and the Architect's consultants as set forth in the Fixed Rate Schedule attached hereto as **Exhibit C**.

§ 11.4 Compensation for 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 **Ten percent (10%)**, or as otherwise stated below:

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

Facility Study Planning Services/Pre-Bond Issue services	As provided in §§11.1.5 and 11.1.6			
Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty-Five	percent (	25	%)
Construction Documents Phase	Thirty-Five	percent (	35	%)
Proposal Phase	Three	percent (	3	%)
Construction Phase	Twenty	percent (	20	%)
Close-Out	Two	percent (	2	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 10.9 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.

§ 10.9.1 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 11 — SPECIAL TERMS AND CONDITIONS

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

ARTICLE 12 — SCOPE OF THIS MASTER AGREEMENT

§ 11.6 When compensation is based on a percentage of the Cost of the Work 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, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or best value proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. 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 Compensation for Reimbursable Expenses

§ 11.7.1 Reimbursable Expenses will be allocated to each Service Agreement. Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to a Service Agreement, as follows:

- .1 [Paragraph Deleted.]
- .2 [Paragraph Deleted.]
- .3 [Paragraph Deleted.]
- .4 Printing, reproductions, plots, and standard form documents.
- .5 [Paragraph Deleted.]
- .6 [Paragraph Deleted.]
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner.
- .8 [Paragraph Deleted.]
- .9 [Paragraph Deleted.]
- .10 [Paragraph Deleted.]
- .11 [Paragraph Deleted.]

§ 11.7.2 For Reimbursable Expenses as described in Section 11.4.1, the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus One percent (1%) of the expenses incurred.

§ 11.7.3 Other Reimbursable Expenses. For the following Reimbursable Expenses, the compensation shall be as follows:

- .1 For Surveys described in Section 5.1.25, Architect's Actual Cost plus thirty percent of the Cost
- .2 For Geotechnical Reports described in Section 5.1.26, Architect's Actual Cost plus fifty percent (50%) of the Cost

§ 11.8 Compensation For Use Of Architect's Instruments Of Service

If the Owner terminates the Architect for its convenience under Section 10.5 or for cause, or the Architect terminates this Agreement under Section 9.3, the Owner shall have the right to continued use of the Architect's and Architect's Consultants' Instruments of Service and to make derivative Works thereof, solely for purposes of completing, using and maintaining the Project 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 or the Architect's consultants' Instruments of Service pursuant to this Section, neither the Architect nor its consultants shall bear liability for errors or omissions appearing in such derivative works.

§ 11.9 Payments to the Architect

§ 11.9.1 Progress Payments

§ 11.9.1.1 Unless otherwise agreed, payments for services and reimbursement for Reimbursable Expenses provided pursuant to a Service Agreement shall be made monthly in proportion to services performed and expenses incurred during the previous month. Payments are due and payable upon the Owner's receipt of the Architect's invoice. Amounts unpaid thirty (30) days after the Owner's receipt of the invoice shall bear interest at the rate provided in the Texas Prompt Payment Act, Texas Government Code, Chapter 2251.

§ 11.9.1.2 For projects compensated on a percentage of the Cost of the Work or lump sum fee basis, the Architect will prepare and submit for the Owner's approval a Monthly Basic Services Fee Billing Schedule based on the provisions of this Agreement.

§ 11.9.1.3 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 by a court of competent jurisdiction.

§ 11.9.1.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 MISCELLANEOUS PROVISIONS

§ 12.1 This Master 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 Master Agreement may be amended only by written instrument signed by both the Owner and Architect. Each Service Agreement shall be governed by the laws of the State of Texas. Venue for a dispute arising under any Service Agreement shall lie 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 consent to suit.

§ 12.2 This Master Agreement is comprised of the following documents identified below: Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

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

§ 12.4 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 the Service 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 the Service Agreement.

§ 12.5 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

§ 12.6 Unless otherwise required in this Master Agreement or a Service Order, the Architect shall have no responsibility for the handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances 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 a duty to immediately report to the Owner the existence of such materials if actually known by the Architect or the Architect's consultants to be present on the Project site.

§ 12.7 With prior written consent of the Owner, the Architect shall have the right to include photographic or artistic representations of the design of the Projects for which services are performed among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Projects 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 Projects. This Section 12.7 shall survive the termination of a Service Agreement unless the Owner terminates a Service Agreement for cause pursuant to Section 10.4.

§ 12.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. 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. The restrictions on use and disclosure of Confidential Information by the Owner or Architect, shall not apply to information which (a) was known by the party receiving the confidential information prior to disclosure by the disclosing party; (b) is or later becomes part of the public domain through no fault of the disclosing party; or (c) is required by law or regulation to be disclosed.

§ 12.9 To the extent permitted by applicable law, 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.

§ 12.10 By signing this Agreement, the undersigned certifies as follows: Under Section 231.006 of the Texas Family Code, the Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payments and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

§ 12.11 Pursuant to TEXAS EDUCATION CODE section 44.034, Architect must give advance written notice to the Owner if the Architect or an owner or operator of the Architect has been convicted of a felony. The Owner may terminate this Agreement if the Owner determines that the Architect failed to give such notice or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly held corporation.

§12.12 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.

§12.13 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.

§12.14 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.

§12.15 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. Notwithstanding the foregoing, the Owner's right to inspect, copy and audit shall not extend to documents related to the calculation of the Architect's rates, fees, markups or multipliers agreed upon in this Agreement, but the application of those rates, fees, markups or multipliers at the time of billing is intended to be included.

§ 12.16 Criminal History Records Checks

§ 12.16.1 Before beginning any work on a Project which is the subject of a Service Agreement, the Architect may be required, if applicable, to comply with the provisions of Texas Education Code section 22.08341, including obtaining Criminal History Record Information ("CHRI"), through the Fingerprint-Based Applicant Clearinghouse of Texas ("FACT Clearinghouse") for all of the Architect's Covered Employees as defined by the statute.

§ 12.16.2 Covered Employees generally include all employees of Architect, as well as employees of the Architect's subconsultants and independent contractors, who will have ongoing work duties to be performed under this contract and a substantial opportunity for verbal or physical interaction with students, and the person will not be supervised by a certified educator or other professional district employee during such opportunities.

§ 12.16.3 If a Project which is the subject of a Service Agreement, will involve a set of circumstances which will require compliance with Texas Education Code section 22.08341, the Architect agrees to obtain the CHRI on its Covered Employees, provide the required certifications and otherwise, fully and promptly comply with all requirements of the statute, at its sole expense.. The Architect is encouraged to consult its own counsel with regard to whether compliance is required in connection with a specific Service Agreement and shall consult with the Owner, prior to entering into any Service Agreement regarding compliance.

ARTICLE 13 SPECIAL TERMS AND CONDITIONS

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

§ 13.1 Purchase Order. If the Owner issues a purchase order related to the Architect's services, it is understood and agreed that such purchase order is for the Owner's internal accounting purposes only and shall not modify, add to, or delete any of the terms and conditions of this Agreement. When a purchase order is issued, it is understood and agreed that the Architect shall indicate the purchase order number on the invoices sent to the Owner.

§ 13.2 LEED. The LEED Green-Building Rating System and similar environmental guidelines are subject to interpretation and achieving levels of compliance involves all parties and includes the Owners use, operation and maintenance of the completed project and the Contractors' performance during construction. The Architect does not warrant that the Project will achieve LEED certification or guarantee a certain level of energy savings but is required to use reasonable care consistent with its professional standard of care projects involving LEED design.

§ 13.3 Neither the Owner nor the Architect shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, or loss of income.

§ 13.4 The Architect shall make design and document changes that result from its errors and omissions at no cost to the Owner.

§ 13.5 In the event of any conflict between the Master Agreement and any Service Order, the language of the Service Order shall control.

§ 13.6 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.

§ 13.7 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. The section does not apply to a sole proprietorship.

§ 13.8 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. This section does not apply to a sole proprietorship.

§ 13.9 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 misrepresents its inclusion on the list, then such omissions or misrepresentation shall void this Agreement.

§ 13.10 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Architect agrees that the contract can be terminated if the Architect knowingly or intentionally fails to comply with a requirement of that subchapter. Therefore, if the value of this Project is One Million Dollars (\$1,000,000.00) or more, the Architect agrees to : (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the Owner for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the Owner; and (3) on completion of the contract, either: (a) provide at no cost to the Owner all contracting information related to the contract that is in the custody or possession of the entity; or (b) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the Owner.

ARTICLE 14 SCOPE OF THIS MASTER AGREEMENT

§ 14.1 This Master 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 Master Agreement may be amended only by written instrument signed by both the Owner and Architect.

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

- .1 AIA Document B121™–2018, Standard Form of Master Agreement Between Owner and Architect as amended by the Owner.
- .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 Master Agreement.)

All Service Orders executed by the parties during the term of this Master Agreement and prepared in the form included as **Exhibit A** to this Master Agreement.

Exhibit A – Form of AIA Document B221™–2018, Service Order for use with Master Agreement Between Owner and Architect, as amended by the Owner

Exhibit B – Agreement for Delivery of Documents in Electronic Form

Exhibit C – Fixed Rate Fee Schedule.

Exhibit D – All Subsequent Service Orders as executed, prepared on the form during the term of this Master Agreement and prepared in the form included as Exhibit A to this Master Agreement to be attached and numbered in sequence (D-1, D-2, etc.)

.4 Other documents: None.

...

MARATHON INDEPENDENT SCHOOL DISTRICT

[ARCHITECT]

OWNER *(Signature)*

ARCHITECT *(Signature)*

...

Dr. Yvonne Durant, Superintendent
(Printed name and title)

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

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Kelley L. Kalchthaler, 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 14:45:26 ET on 10/14/2022 under Order No. 3104236826 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B121™ – 2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA[®] Document B221[™] – 2018

Service Order for use with Master Agreement Between Owner and Architect

SERVICE ORDER number _____ made as of the _____ day of _____
in the year TWO THOUSAND TWENTY-_____
(In words, indicate day, month, and year.)

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

Marathon Independent School District, a public school district and political subdivision of the State of Texas
P.O. Box 416
109 N. 5th Street
Marathon, Texas 79842
Phone: (432) 386-4431
Fax: (432) 386-4395

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

[TO BE INSERTED]

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

[TO BE INSERTED]

THE SERVICE AGREEMENT

This Service Order, together with the Master Agreement between Owner and Architect dated the _____ day of _____ in the year

(In words, indicate day, month, and year.)

form a Service Agreement.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

This document provides the Architect's scope of services for the Service Order only and is intended to be used with AIA Document B121[™]-2018, Standard Form of Master Agreement Between Owner and Architect

TABLE OF ARTICLES

1	PROJECT INFORMATION
2	SERVICES UNDER THIS SERVICE ORDER
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	COMPENSATION
5	INSURANCE
6	PARTY REPRESENTATIVES
7	ATTACHMENTS AND EXHIBITS

ARTICLE 1 PROJECT INFORMATION

§ 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Project Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget and schedule, anticipated procurement method, Owner's Sustainable Objective, and other information relevant to the Project.)

[TO BE INSERTED]

§ 1.1.1 The Project's physical characteristics: _____

§ 1.1.2 The Owner's budget for the Cost of the Work: The estimated Construction Cost for this Project is \$ _____ (_____ DOLLARS)

§ 1.1.3 The Owner intends the following procurement or delivery method for the Project: To be determined

§ 1.1.3 Other Project information:

§ 1.2 The Owner and Architect may rely on the Project Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, 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 Project Information.

ARTICLE 2 SERVICES UNDER THIS SERVICE ORDER

§ 2.1 **Basic Services.** The Architect's Services under this Service Order are described below. Unless otherwise stated below, the Services described in this Paragraph 2.1 shall be in addition to the usual and customary structural, mechanical, civil and electrical engineering services and such other services that are identified in the AIA Document, B121-2018 Standard Form of Master Agreement Between Owner and Architect, as amended by the Owner, dated _____, ("Master Agreement") applicable to this Service Order.

Basic Services In Addition To Those Stated In The Master Agreement, if any:

- None.
- As Follows:

Basic Services Excluded From Those Stated In The Master Agreement, if any:

- None.
- As Follows:

(Paragraphs deleted)

§ 2.2 Optional Additional Services

(Describe below the Additional Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

The Architect's Additional Services under this Service Order are as described below unless otherwise stated below, the Services described in this Paragraph 2.2 shall be in addition to the Supplementary and Additional Services, identified as Optional Additional Services in Article 6 of the Master Agreement.

Optional Additional Services In Addition To Those Stated In The Master Agreement, if any:

- None.
- As Follows:

Optional Additional Excluded From Those Stated In The Master Agreement, if any:

- None.
- As Follows:

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 Unless otherwise provided in an exhibit to this Service Order, the Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

.2 Substantial Completion date:

.3 One Hundred Percent (100%) Construction Drawings, Plans and Specifications Completion Date:

Time is of the essence in scheduling this Project.

ARTICLE 4 COMPENSATION

§ 4.1 For Basic Services described under Section 2.1.1, the Owner shall compensate the Architect in accordance with the Compensation formulas identified in Article 11.1 of the Master Agreement applicable to this Service Order as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

() % of the of the Construction Costs, with an estimated Construction Cost of _____ DOLLARS (\$ _____).

.3 Other
(Describe the method of compensation)

§ 4.2 For Additional Services described under Section 2.1.2 or in the Master Agreement, the Architect shall be compensated in accordance Fixed Fee Schedule attached to the Master Agreement applicable to this Service Order as **Exhibit C** or in accordance with the Lump Sum Fees identified in Section 11.2 of the Master Agreement applicable to this Service Order, with the Master Agreement unless otherwise set forth below:

(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

§ 4.3 For Reimbursable Expenses described in the Master Agreement, the Architect shall be compensated in accordance with Section 11.7 (including all subsections) of the Master Agreement applicable to this Service Order unless otherwise set forth below:

(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

§ 4.4 When compensation identified in Section 4.1 is based on a stipulated sum or on a percentage of the Cost of the Work or on a percentage of Construction Costs, progress payments for each phase of Basic Services shall be calculated in accordance with the Percentages set out in Section 11.5 of the Master Agreement.

ARTICLE 5 INSURANCE

§ 5.1 Insurance shall be in accordance with Article 3 of the Master Agreement, except as indicated below:
(Insert any insurance requirements that differ from those stated in the Master Agreement, such as coverage types, coverage limits, and durations for professional liability or other coverages.)

§ 5.2 In addition to insurance requirements in the Master Agreement, the Architect shall carry the following types of insurance.

(List below any other insurance coverage to be provided by the Architect, not otherwise set forth in the Master Agreement, and any applicable limits.)

Coverage	Limits
N/A	N/A

ARTICLE 6 PARTY REPRESENTATIVES

§ 6.1 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:
(List name, address, and other information.)

§ 6.2 The Architect identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:
(List name, address, and other information.)

ARTICLE 7 ATTACHMENTS AND EXHIBITS

§ 7.1 The following attachments and exhibits, if any, are incorporated herein by reference:

- .1 AIA Document, B121™-2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders dated: _____;
- .2 Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

Exhibit B of Master Agreement – Agreement for Delivery of Documents in Electronic Form.

Exhibit C of Master Agreement – Fixed Rate Fee Schedule,

- .3 Other documents:
(List other documents, if any, including additional scopes of service forming part of this Service Order.)

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

MARATHON INDEPENDENT SCHOOL DISTRICT

[ARCHITECT]

EXHIBIT ONLY – NOT FOR SIGNATURE

EXHIBIT ONLY – NOT FOR SIGNATURE

OWNER (Signature)

ARCHITECT (Signature)

(Printed name and title)

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

Additions and Deletions Report for AIA[®] Document B221[™] – 2018

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 14:46:06 ET on 10/14/2022.

PAGE 1

SERVICE ORDER number _____ made as of the _____ day of _____ in the year TWO THOUSAND TWENTY-_____

...

(Name, legal status, address, and other information)

Marathon Independent School District, a public school district and political subdivision of the State of Texas
P.O. Box 416
109 N. 5th Street
Marathon, Texas 79842
Phone: (432) 386-4431
Fax: (432) 386-4395

...

[TO BE INSERTED]

...

[TO BE INSERTED]

...

This Service Order, together with the Master Agreement between Owner and Architect dated the _____ day of _____ in the year _____

PAGE 2

1 INITIAL PROJECT INFORMATION

...

ARTICLE 1 – INITIAL INFORMATION

ARTICLE 1 PROJECT INFORMATION

§ 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the ~~Initial Project~~ Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget and schedule, anticipated procurement method, Owner's Sustainable Objective, and other information relevant to the Project.)

[TO BE INSERTED]

§ 1.1.1 The Project's physical characteristics: _____

§ 1.1.2 The Owner's budget for the Cost of the Work: The estimated Construction Cost for this Project is \$ _____ (_____ DOLLARS)

§ 1.1.3 The Owner intends the following procurement or delivery method for the Project: To be determined

§ 1.1.3 Other Project information:

§ 1.2 The Owner and Architect may rely on the ~~Initial Project Information~~. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, 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 Project Information~~.

...

§ 2.1 **Basic Services.** ~~The Architect's Services under this Service Order are described below or in an exhibit to this Service Order, such as a Scope of Architect's Services document, below. Unless otherwise stated below, the Services described in this Paragraph 2.1 shall be in addition to the usual and customary structural, mechanical, civil and electrical engineering services and such other services that are identified in the AIA Document, B121-2018 Standard Form of Master Agreement Between Owner and Architect, as amended by the Owner, dated _____, ("Master Agreement") applicable to this Service Order.~~

Basic Services In Addition To Those Stated In The Master Agreement, if any:

- None.
 As Follows:

Basic Services Excluded From Those Stated In The Master Agreement, if any:

- None.
 As Follows:

~~§ 2.1.1 Basic Services~~

~~(Describe below the Basic Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)~~

~~§ 2.1.2 Additional Services~~

~~(Describe below the Additional Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)~~

§ 2.2 Optional Additional Services

(Describe below the Additional Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

The Architect's Additional Services under this Service Order are as described below unless otherwise stated below, the Services described in this Paragraph 2.2 shall be in addition to the Supplementary and Additional Services, identified as Optional Additional Services in Article 6 of the Master Agreement.

Optional Additional Services In Addition To Those Stated In The Master Agreement, if any:

- None.
 As Follows:

Optional Additional Excluded From Those Stated In The Master Agreement, if any:

None.

As Follows:

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2 Substantial Completion date:

3 One Hundred Percent (100%) Construction Drawings, Plans and Specifications Completion Date:

Time is of the essence in scheduling this Project.

...
§ 4.1 For Basic Services described under Section 2.1.1, the Owner shall compensate the Architect in accordance with the Compensation formulas identified in Article 11.1 of the Master Agreement applicable to this Service Order as follows:

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() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 4.4 of the Construction Costs, with an estimated Construction Cost of _____
DOLLARS (\$ _____).

...
§ 4.2 For Additional Services described under Section 2.1.2 or in the Master Agreement, the Architect shall be compensated in accordance Fixed Fee Schedule attached to the Master Agreement applicable to this Service Order as Exhibit C or in accordance with the Lump Sum Fees identified in Section 11.2 of the Master Agreement applicable to this Service Order, with the Master Agreement unless otherwise set forth below:

...
§ 4.3 For Reimbursable Expenses described in the Master Agreement, the Architect shall be compensated in accordance with Section 11.7 (including all subsections) of the Master Agreement applicable to this Service Order unless otherwise set forth below:

...
§ 4.4 When compensation identified in Section 4.1 is ~~on a percentage basis, based on a stipulated sum or on a percentage of the Cost of the Work or on a percentage of Construction Costs,~~ 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.~~ in accordance with the Percentages set out in Section 11.5 of the Master Agreement.

...

§ 5.1 Insurance shall be in accordance with ~~section 3.3~~ Article 3 of the Master Agreement, except as indicated below:

...

N/A

N/A

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- .1 AIA Document, B121™-2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders; Orders dated: _____;

...

Exhibit B of Master Agreement – Agreement for Delivery of Documents in Electronic Form.
Exhibit C of Master Agreement – Fixed Rate Fee Schedule.

...

MARATHON INDEPENDENT SCHOOL
DISTRICT

[ARCHITECT]

EXHIBIT ONLY – NOT FOR SIGNATURE

EXHIBIT ONLY – NOT FOR SIGNATURE

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Kelley L. Kalchthaler, 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 14:46:06 ET on 10/14/2022 under Order No. 3104236826 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B221™ – 2018, Service Order for use with Master Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Superintendent Term Contract

This Contract is entered into between the Board of Trustees (the “Board”) of Marathon Independent School District (the “District”) and Dr. Gilda Ivonne Durant (the “Superintendent”).

The Board and the Superintendent, for and in Gilda Ivonne Durant consideration for the terms stated in this Contract, hereby agree as follows:

1. **Term.** The Board agrees to employ the Superintendent on a twelve-month basis per school year, beginning October 26, 2022 and ending October 25, 2025. The Board and the Superintendent (the “Parties”) may extend the term of this Contract by agreement.
2. **Certification.** The Superintendent agrees to maintain the required certification throughout the term of employment with the District. If the Superintendent’s certification expires, is canceled, or is revoked, this Contract is void.
3. **Representations.** The Superintendent makes the following representations:
 - 3.1 **Beginning of Contract:** At the beginning of this Contract, and at any time during this Contract, the Superintendent specifically agrees to submit to a review of his or her national criminal history record information (NCHRI) if required by the District, TEA, or SBEC. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.
 - 3.2 **During Contract:** The Superintendent also agrees that, during the term of this Contract, the Superintendent will notify the Board in writing of any arrest or of any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. The Superintendent agrees to provide such notification in writing within seven calendar days of the event or any shorter period specified in Board policy.
 - 3.3 **False Statements and Misrepresentations:** The Superintendent represents that any records or information provided in connection with his or her employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the Superintendent in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.
4. **Duties.** The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent agrees to perform his or her duties as follows:
 - 4.1 **Authority:** The Superintendent shall perform such duties and have such powers as may be prescribed by the law and the Board. The Board shall have the right to assign additional duties to the Superintendent and to make changes in responsibilities or work at any time during the contract term. All duties assigned by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

4.2 **Standard:** Except as otherwise permitted by this Contract, the Superintendent agrees to devote her full time and energy to the performance of her duties. The Superintendent shall perform his or her duties with reasonable care, skill, and diligence. The Superintendent shall comply with all Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended.

5. **Compensation.** The District shall pay the Superintendent an annual salary as follows:

5.1 **Salary.** The District shall pay the Superintendent an annual salary of One Hundred and Two Thousand Dollars and no/100 (\$102,000.00). The annual salary shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies.

(a) **Widespread Salary Reduction.** If the Board implements a widespread salary reduction under Texas Education Code section 21.4032, the Superintendent's annual salary shall be reduced by the percent or fraction of a percent that is equal to the average percent or fraction of a percent by which teacher salaries have been reduced.

(b) **Furlough.** If the Board implements a furlough under Texas Education Code section 21.4021, the Superintendent shall be furloughed for the same number of days as other contract personnel and the Superintendent's salary shall be reduced in proportion to the number of furlough days.

5.2 **Benefits:** The District shall provide benefits to the Superintendent as provided by state law and Board policies. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase these benefits, at the Board's sole discretion.

5.3 **Civic Activities.** The Superintendent is encouraged to participate in community and civic affairs. The expense of these activities, subject to Board approval in advance, may be borne by the District.

5.4 **Professional Organizations.** The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. The Board, however, encourages the continued professional growth of the Superintendent through the Superintendent's active attendance and participation in appropriate professional meetings, seminars, conferences, or courses at the local, regional, state, and national level. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent as the Superintendent and the Board deem appropriate, to attend such meetings, seminars, conferences, or courses. The District does hereby agree to provide in the District's budget per contract year an amount to be used for registration, travel, meals, lodging, and other related expenses. The District shall pay for the Superintendent's membership dues to the Texas Association of School Administrators.

- 5.5 **Residence in District.** As a condition of employment with the District, the Superintendent shall reside within the geographic boundaries of the District at all times while employed by the District.
- 5.6 **Relocation/Moving Expenses.** The District agrees to reimburse the Superintendent for up to Four Thousand (\$4,000.00) dollars to furnish the house, after which the furnishings become property of the District. The Superintendent shall document all expenses with receipts, canceled checks, or credit card statements submitted to the District within 12 months of the start of this Contract
- 5.7 **Housing:** The District shall provide the Superintendent with District-owned housing to serve as the Superintendent's residence during the term of this Contract. The Superintendent shall rent to the District on a monthly basis in the amount of Five Hundred Dollars (\$500.00) for use and enjoyment of this housing. The District will pay for all utilities, maintenance and repairs associated with the housing. The Superintendent shall be responsible for any repairs or maintenance beyond normal wear and tear. The Superintendent must receive Board approval before making any improvements to the home. Any improvements made to the home using the Superintendent's own funds will become property of the District. The Superintendent and any persons residing with the Superintendent shall vacate District-owned housing within 60 days of the date of expiration or termination of this Contract, or the effective date of the Superintendent's resignation from this Contract.
6. **Suspension.** In accordance with Texas Education Code chapter 21, the Board may suspend the Superintendent with pay without pay during the term of this Contract for good cause as determined by the Board.
7. **Termination and Nonrenewal of Contract.** Termination or nonrenewal of this contract, or resignation under this contract, will be pursuant to Texas Education Code chapter 21.
8. **General Provisions.**
- 8.1 **Amendment:** This Contract may not be amended except by written agreement of the Parties.
- 8.2 **Severability:** If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.
- 8.3 **Entire Agreement:** All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the Superintendent are superseded by this Contract. This Contract constitutes the entire agreement between the Parties.
- 8.4 **Applicable Law and Venue:** Texas law shall govern construction of this Contract. The Parties agree that venue for any litigation relating to the Superintendent's employment with the District, including this Contract, shall be the county in which the District's administration building is located. If litigation is brought in federal court, the Parties

agree that venue shall be the federal district and division in which the district's administration building is located.

8.5 **Paragraph Headings:** The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.


8.6 **Legal Representation:** Both Parties have been represented by legal counsel of their choice, or have had the opportunity to consult with legal counsel, in the negotiation and execution of this Contract.

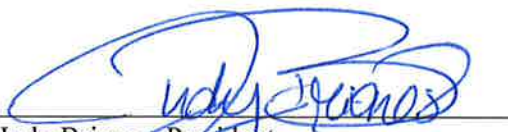
9. **Notices.**

9.1 **To Superintendent:** The Superintendent agrees to keep a current address on file with the District's human resources office and the Board President. The Superintendent agrees that the Board may meet any legal obligation it has to give the Superintendent written notice regarding this Contract or the Superintendent's employment by hand-delivery, or by certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.

9.2 **To Board:** The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice regarding this Contract or the Superintendent's employment by providing one copy of the notice to the President of the Board and one copy to the Vice President of the Board. The Superintendent may provide such notices by hand delivery, or by certified mail, regular mail, and/or express delivery service, to the Board President and Vice President's addresses of record, as provided to the District.

I have read this Contract and agree to abide by its terms and conditions:

Superintendent: 
Date signed: 11/08/2022

By: 
Judy Briones, President
Marathon ISD Board of Trustees

Date signed: November 8, 2022