

Board Workshop Agenda

Lake Travis Independent School District Board of Trustees

A meeting of the Board of Trustees of Lake Travis Independent School District will be held October 18, 2023, beginning at 6:00 PM in the Educational Development Center, Live Oak Room
607 RR 620 North
Austin, TX 78734.

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 order shown on this agenda.

1. Call To Order and Quorum Determination
2. Pledge of Allegiance and Moment of Silence
3. Recognitions
 - A. **Amber Forgey - 2023 Texas Art Educators Association (TAEA) High School Art Teacher of the Year** 3
 - B. 2024 National Merit Scholarship Program Qualifying Students 4
4. Public Comments/Citizen Participation
5. Public Hearing
 - A. 2023 School FIRST Rating Report 6
6. Information Items
 - A. September 2023 Monthly Financial Reports-Statement of Revenues and Expenditures, Balance Sheet, Tax Statement, and 2018/2023 Capital Project Report 37
7. Presentation/Discussion Items
 - A. Bully Prevention Presentation 43
 - B. Curriculum and Instruction Update – Learning Together Checkpoints and Districtwide PLCs 55
 - C. Beginning of the Year Universal Screener Data K-8 79
 - D. Board Update on Special Services 91
 - E. Strategic Plan Update 125
 - F. Staffing Update 140
8. Consideration Items
 - A. Approval of a Contract between Lake Travis ISD and Pfluger Architects for Elementary School #9 150
 - B. Approval of a Contract between Lake Travis ISD and FMG Architects Inc for the Educational Development Center Addition 223
 - C. First Amendment to Easement Agreement Between Lake Travis ISD and Cypress Ranch Water Control and Improvement District No. 1 for Lake Travis ISD's Land Located on Reimers-Peacock Road 306

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| D. Consent Agenda | |
| 1. Resolution No. 101823-01 Regarding Adoption of the Investment Strategy and Designation of Investment Officers | 310 |
| 2. Resolution No. 101823-02 Regarding Adoption of Authorized Broker/Dealer List | 339 |
| 3. September 20, 2023 Board Meeting Minutes | 341 |
| 4. 2023 - 2024 T-TESS Appraisal Roster | 351 |
| 9. Upcoming Meetings and Events | |
| A. November 15, 2023, 6:00 p.m. - Monthly Board Meeting, EDC | |
| B. December 13, 2023, 6:00 p.m. - Monthly Board Meeting, EDC | |
| 10. Closed Session - Trustees will adjourn into Closed Session as permitted by the Texas Government Code 551.001 et. seq. | |
| A. Section 551.074 - Personnel Matters | |
| 1. The Board will discuss the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees or officials. (This may involve consultation with attorney as permitted under Section 551.071) | |
| B. Section 551.071 - Consultation with Attorney | |
| 1. The Board will discuss and receive legal advice from its attorney on matters which should be confidential under Texas Government Code Section 551.071 (2). | |
| C. Section 551.072 - Deliberation Regarding Real Property | |
| 1. The Board will discuss the purchase, exchange, lease or value of real property. (This may involve consultation with attorney as permitted under section 551.071.) | |
| D. Section 551.0821 - School Board: Personally Identifiable Information About a Public School Student | |
| 1. The Board will discuss personally identifiable information about a public school student. | |
| E. Section 551.076 - Deliberation Regarding Security Devices or Security Audits; Closed Meeting. This chapter does not require a governmental body to conduct an open meeting to deliberate: | |
| 1. The deployment, or specific occasions for implementation of security personnel or devices. | |
| 11. Adjournment | |



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Amber Forgey - 2023 Texas Art Educators Association (TAEA) High School Art Teacher of the Year

RECOMMENDED ACTION

Special Recognition

RATIONALE

Lake Travis High School Lead Art Teacher Amber Forgey has been named the 2023 Texas Art Educators Association (TAEA) High School Art Teacher of the Year. According to TAEA, this honor is awarded to one TAEA member who has significantly contributed to the association and to art education at the local, state, and/or national levels. Amber will receive her award at the annual state conference in November.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Marco Alvarado - Executive Director for Communications & Community Relations

Shannon Gill - Director of Fine Arts

ATTACHMENTS

None

MEETING DATE

October 18, 2023



AGENDA ITEM ACTION SHEET

AGENDA ITEM

2024 National Merit Scholarship Program Qualifying Students

RECOMMENDED ACTION

Special Recognition

RATIONALE

Lake Travis High School principal Debbie Garinger is pleased to announce that 69 students have been recognized by the 2024 National Merit Scholarship Program. These students entered the program by taking the Preliminary SAT/National Merit Scholarship Qualifying Test (NMSQT) as high school sophomores and juniors. They were chosen from more than 1.5 million program entrants and represent less than one percent of each state’s high school seniors. According to the National Merit Scholarship and College Board Recognition programs, these students are the top scorers from each state and show exceptional academic ability and potential for success in rigorous college studies. Lake Travis High School proudly recognizes 8 National Merit Semifinalists, 27 Commended Scholars, and 34 National Recognized Scholars as follows:

| | | | |
|---------------------------------|--------------------------|-----------------------------|-----------------------------|
| Maeve Acuna (11) - NHRA | Avery Archung - NHRA | Lucas Gonzalez - NHRA | Elyse Ogah - NAARA |
| Troy Blanchard (11) - NHRA | Blake Archung - NHRA | Ravi Guntuku - CS | Piper O’Leary - CS |
| Kailey Cox (11) - NIA | Holly Avena - NHRA | Catherine Haley - CS | Evan Olson - NMS |
| Chloe De Leon (11) - NHRA | Alexander Balon - CS | Jonnie Hesse - NHRA | Helen Radza - NMS |
| Diego Espinosa (11) - NHRA | Eva Berry - CS | Satvik Kumar - CS | Zachary Robbins - CS |
| Andre Follmer (11) - NHRA | Luc Birla - CS | Venkat Rohan Kunchala - CS | Nathan Scott - NHRA |
| Kathryn Ford (11) - NAARA | Jonathan Bittok - NAARA | Shannon Lin - CS | Samuel Seder - CS |
| Sean Garcia (11) - NHRA | Karen Bui - NMS | Jackson London - CS | Dhilan Shah - CS |
| Isaac Golden (11) - NHRA | William Bui - CS | Daniel Magna Camargo - NMS | Rishika Sikka - NMS |
| Ava Gonzales (11) - NHRA | Drew Campbell - CS | Briahna Martinez - NHRA | Charlize Stone - CS |
| Alexis Hinton (11) - NIA | Iris Castruita - NHRA | Chrichton McEwen - NMS | Lance Thompson - NMS |
| Maria Lofgren (11) - NHRA | Nicholas De La Rosa - CS | Grant Michelsen - CS | Valeria Trejo-Brandt - NHRA |
| Brendan McCarthy (11) - NIA | Ryan Dilworth - NHRA | Mateo Millan Equihua - NHRA | Pitchford Tucker - CS |
| Grace Pantazopoulos (11) - NHRA | James DiSimone - CS | Jacob Mitchell - CS | Matthew Williams - CS |
| Hollis Pinczehelyi (11) - NRSTA | Hunter Duran - NHRA | Oliver Morabbi - CS | Brandon Woledge - NMS |
| Luke Rowe (11) - NAARA | Kathryn Files - CS | Abril Nadal - NHRA | Wenchan Xue - CS |
| Marin Acuna - NHRA | Anna Fischer - NHRA | Lance Najera - NHRA | Rachel Yang - CS |
| | | | Joey Zhang - CS |

NMS - National Merit Semifinalist; CS - Commended Scholar; NHRA - National Hispanic Recognized Award; NIA - National Indigenous Award; NAARA - National African American Recognition Award; NRSTA - National Rural & Small-Town Award

BUDGET PROVISIONS

None



RESOURCE PERSONNEL

Debbie Garinger – Principal, Lake Travis High School

Mindy Smith – Counselor, Lake Travis High School

Marco Alvarado – Executive Director of Communications and Community Relations

ATTACHMENTS

None

MEETING DATE

October 18, 2023



AGENDA ITEM ACTION SHEET

AGENDA ITEM

2023 Schools FIRST Rating Report

RECOMMENDED ACTION

Public Hearing. For Information only.

RATIONALE

Lake Travis ISD has received its preliminary 2023 School Financial Integrity Rating System of Texas (FIRST) rating based on financial indicators per 19 Texas Administrative Code (TAC), Section 109.1001(e)(6). A school district's School FIRST rating is based upon an analysis of financial data for fiscal year ended August 31, 2022. If the district does not submit an appeal, the preliminary rating becomes final on September 7, 2023. Within two months of the release of the final ratings, each school district must announce and hold a public meeting to distribute a financial management report that explains the district's rating and its performance under each of the 20 indicators for the prior year. The first of two required published newspaper notices, to inform taxpayers of the meeting, may not be more than 30 days or less than 10 days prior to the public meeting in accordance with 19 TAC, Section 109.1005. The public meeting will take place at the regular scheduled meeting on October 18, 2023.

Lake Travis ISD scored a rating of "A = Superior Achievement" on the FIRST 2022-2023 ratings based on school year 2021-2022 data.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services

Brad Goerke – Director of Finance

ATTACHMENTS

2023 Schools FIRST Rating Management Report

MEETING DATE

October 18, 2023

Lake Travis Independent School District



2022–23 Ratings Report

October 18, 2023

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**Financial Integrity Rating System of Texas (FIRST)
Lake Travis Independent School District
2022-2023 Ratings based on School Year 2021-2022 data**

Executive Summary

Introduction

This is the 20th year of School FIRST (Financial Accountability Rating System of Texas), a financial accountability system for Texas school districts developed by the Texas Education Agency in response to Senate Bill 875 of the 76th Texas Legislature in 1999. The primary goal of School FIRST is to achieve quality performance in the management of school district’s financial resources, a goal made more significant due to the complexity of accounting associated with Texas’ school finance system.

The School FIRST accountability rating system assigns a letter grade to each district. An A = Superior Rating, B = Above Standard, C = Meets Standard or F = Substandard Achievement. Districts that receive the “Substandard Achievement” ratings under School FIRST must file a corrective action plan with the Texas Education Agency.

Major Changes to the School FIRST System

The School FIRST Management Report was updated August 2023 to include a change in the Commissioner’s Rule for School FIRST for Indicator 1 regarding the timely submission of the annual financial and compliance report and was implemented by the Texas Education Agency beginning with ratings year 2022-2023 based primarily on data from fiscal year 2021-22.

Reporting Requirements under the School FIRST System

Under School FIRST, every school district in Texas is required to prepare an annual financial management report that includes the following:

- A. The district’s financial management performance rating provided by the Texas Education Agency (TEA) based on its comparison with indicators established by the Commissioner of Education for the state’s new Financial Accountability System.
- B. The district’s financial management performance under each indicator for the current and previous years’ financial accountability ratings;
- C. Additional information required by the Commissioner of Education. Under Chapter 109, the Commissioner requires certain disclosures, as follows:
 - 1. A copy of the superintendent’s current employment contract. This must disclose all compensation and benefits paid to the superintendent;

2. A summary schedule for the fiscal year (12-month period) of total reimbursements received by the superintendent and each board member;
3. A summary schedule for the fiscal year of the dollar amount of compensation and/or fees received by the superintendent from another school district or any other outside entity in exchange for professional consulting and/or other personal services;
4. A summary schedule for the fiscal year of the total dollar amount by the executive officers and board members of gifts that had an economic value of \$250 or more in the aggregate in the fiscal year. This reporting requirement only applies to gifts received by the school district's executive officers and board members (and their immediate family as described by Government Code, Chapter 573, Subchapter B, as a person related to another person within the first degree by consanguinity or affinity) from an outside entity that received payments from the school district in the prior fiscal year, and gifts from competing vendors that were not awarded contracts in the prior fiscal year. This reporting requirement does not apply to reimbursement of travel-related expenses by an outside entity when the purpose of the travel is to investigate or explore matters directly related to the duties of an executive officer or board member, or matter related to attendance at education-related conferences and seminars whose primary purpose is to provide continuing education;
5. A summary schedule for the fiscal year of the dollar amount by board members for the aggregate amount of business transactions with the school district. This reporting requirement is not to duplicate the items disclosed in the summary schedule of reimbursements received by board members;
6. Additional information that the district's board of trustees deems useful.

Publicizing the District's Financial Report and Rating

Within two months of receiving the final financial accountability rating school districts are required to distribute the financial management report to attendees at a public hearing for School FIRST. The board of trustees is to have the public hearing at a district facility.

Notice of the hearing, including date, time and location, must be provided to a newspaper of general circulation in the district once a week for two weeks prior to holding the public meeting. The first notice may not be placed more than 30 days or less than 10 days prior to the public hearing. District staff should have copies of the report ready to hand out to attendees at the public hearing and to anyone that requests a copy after the meeting.



Financial Integrity Rating System of Texas

2022-2023 RATINGS BASED ON SCHOOL YEAR 2021-2022 DATA - DISTRICT STATUS DETAIL

| | |
|---|--|
| Name: LAKE TRAVIS ISD(227913) | Publication Level 1: 8/4/2023 12:02:16 PM |
| Status: Passed | Publication Level 2: 8/7/2023 3:01:39 PM |
| Rating: A = Superior Achievement | Last Updated: 8/7/2023 3:01:39 PM |
| District Score: 96 | Passing Score: 70 |

| # | Indicator Description | Updated | Score |
|---|--|----------------------------|-------|
| 1 | Was the complete annual financial report (AFR) and data submitted to the TEA within 30 days of the November 27 or January 28 deadline depending on the school district's fiscal year end date of June 30 or August 31, respectively? | 7/13/2023 6:19:47 PM | Yes |
| 2 | Was there an unmodified opinion in the AFR on the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.) | 7/13/2023 6:19:47 PM | Yes |
| 3 | Was the school district in compliance with the payment terms of all debt agreements at fiscal year end? (If the school district was in default in a prior fiscal year, an exemption applies in following years if the school district is current on its forbearance or payment plan with the lender and the payments are made on schedule for the fiscal year being rated. Also exempted are technical defaults that are not related to monetary defaults. A technical default is a failure to uphold the terms of a debt covenant, contract, or master promissory note even though payments to the lender, trust, or sinking fund are current. A debt agreement is a legal agreement between a debtor (= person, company, etc. that owes money) and their creditors, which includes a plan for paying back the debt.) | 7/13/2023 6:19:47 PM | Yes |
| 4 | Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and | 7/13/2023 6:19:47 | Yes |

| | | | |
|----|--|----------------------------|------------------------|
| | other government agencies? (If the school district received a warrant hold and the warrant hold was not cleared within 30 days from the date the warrant hold was issued, the school district is considered to not have made timely payments and will fail critical indicator 4. If the school district was issued a warrant hold, the maximum points and highest rating that the school district may receive is 95 points, A = Superior Achievement, even if the issue surrounding the initial warrant hold was resolved and cleared within 30 days.) | PM | Ceiling Passed |
| 5 | This indicator is not being scored. | | |
| | | | 1 Multiplier Sum |
| 6 | Was the average change in (assigned and unassigned) fund balances over 3 years less than a 25 percent decrease or did the current year's assigned and unassigned fund balances exceed 75 days of operational expenditures? (If the school district fails indicator 6, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.) | 7/13/2023 6:19:47 PM | Ceiling Passed |
| 7 | Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)? See ranges below in the Determination of Points section. | 7/13/2023 6:19:47 PM | 10 |
| 8 | Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? See ranges below in the Determination of Points section. | 7/13/2023 6:19:47 PM | 10 |
| 9 | Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days? See ranges below in the Determination of Points section. | 7/13/2023 6:19:47 PM | 10 |
| 10 | This indicator is not being scored. | | 10 |
| 11 | Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency? If the school district's increase of students in membership over 5 years was 7 percent or more, then the school | 7/13/2023 6:19:47 PM | 8 |

| | | | |
|----|---|----------------------------|-------------------|
| | district automatically passes this indicator. See ranges below in the Determination of Points section. | | |
| 12 | What is the correlation between future debt requirements and the district's assessed property value? | 7/13/2023 6:19:47 PM | 10 |
| 13 | Was the school district's administrative cost ratio equal to or less than the threshold ratio? See ranges below in the Determination of Points section. | 7/13/2023 6:19:47 PM | 8 |
| 14 | Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? If the student enrollment did not decrease, the school district will automatically pass this indicator. | 7/13/2023 6:19:47 PM | 10 |
| 15 | This indicator is not being scored. | | 5 |
| 16 | Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function? (If the school district fails indicator 16, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.) | 7/13/2023 6:19:47 PM | Ceiling Passed |
| 17 | Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds? (The AICPA defines material weakness.) (If the school district fails indicator 17, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement.) | 7/13/2023 6:19:47 PM | Ceiling Passed |
| 18 | Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds? (The AICPA defines material noncompliance.) | 7/13/2023 6:19:47 PM | 10 |
| 19 | Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the school district's fiscal year end? | 7/13/2023 6:19:47 PM | 5 |

| | | | |
|----|---|----------------------------|------------------------|
| 20 | Did the school board members discuss the district's property values at a board meeting within 120 days before the district adopted its budget? (If the school district fails indicator 20 the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.) | 7/13/2023 6:19:47 PM | Ceiling Passed |
| | | | 96 Weighted Sum |
| | | | 1 Multiplier Sum |
| | | | (100 Ceiling) |
| | | | 96 Score |

DETERMINATION OF RATING

| | | |
|--|---|--------|
| A. | Did the school district fail any of the critical indicators 1, 2, 3, or 4? If so, the school district's rating is F for Substandard Achievement regardless of points earned. | |
| B. | Determine the rating by the applicable number of points. | |
| | A = Superior Achievement | 90-100 |
| | B = Above Standard Achievement | 80-89 |
| | C = Meets Standard Achievement | 70-79 |
| | F = Substandard Achievement | <70 |
| <p>No Rating = A school district receiving territory that annexes with a school district ordered by the commissioner under TEC 13.054, or consolidation under Subchapter H, Chapter 41. No rating will be issued for the school district receiving territory until the third year after the annexation/consolidation.</p> <p>The school district receives an F if it scores below the minimum passing score, if it failed any critical indicator 1, 2, 3, or 4, if the AFR or the data were not both complete, or if either the AFR or the data were not submitted on time for FIRST analysis.</p> | | |

CEILING INDICATORS

Did the school district meet the criteria for any of the following **ceiling indicators** 4, 6, 16, 17, or 20? If so, the school district's applicable maximum points and rating are disclosed below. Please note, an F = Substandard Achievement Rating supersedes any rating earned as the result of the school district meeting the criteria of a ceiling indicator.

| Determination of rating based on meeting ceiling criteria. | Maximum Points | Maximum Rating |
|---|----------------|--------------------------------|
| Indicator 4 (Timely Payments) - School district was issued a warrant hold. | 95 | A = Superior Achievement |
| Indicator 6 (Average Change in Fund Balance) - Response to indicator is <i>No</i> . | 89 | B = Above Standard Achievement |
| Indicator 16 (PEIMS to AFR) - Response to indicator is <i>No</i> . | 89 | B = Above Standard Achievement |
| Indicator 17 (Material Weaknesses) - Response to indicator is <i>No</i> . | 79 | C = Meets Standard Achievement |
| Indicator 20 (Property Values and Tax Discussion) - Response to indicator is <i>No</i> . | 89 | B = Above Standard Achievement |

**Lake Travis ISD’s Financial Management Performance under each Indicator
for the Current Years’ Rating**

Schools FIRST Rating Worksheet

| | Indicator | How Ratings Are Assessed | LTISD Response | Score |
|---|---|--|---|-------------------|
| 1 | Was the complete annual financial report (AFR) and data submitted to the TEA within 30 days of the January 27 deadline depending on the school district’s fiscal year end date of August 31, respectively? | A simple indicator. Was the Annual Financial Report filed by the deadline? | Lake Travis ISD’s Annual Financial Report was filed with the Texas Education Agency on December 15, 2022. | Yes ¹⁶ |
| 2 | Was there an unmodified opinion in the AFR on the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.) | A “modified” version of the auditor’s opinion in your annual audit report means that you need to correct some of your reporting or financial controls. A district’s goal, therefore, is to receive an “unmodified opinion” on its Annual Financial Report. This is a simple “Yes” or “No” indicator. | Lake Travis ISD received a “clean audit” (unmodified opinion). | Yes |

| | Indicator | How Ratings Are Assessed | LTISD Response | Score |
|----------|--|--|--|-----------------------|
| 3 | Was the school district in compliance with the payment terms of all debt agreements at fiscal year end? (If the school district was in default in a prior fiscal year, an exemption applies in following years if the school district is current on its forbearance or payment plan with the lender and the payments are made on schedule for the fiscal year being rated.) | This indicator seeks to make certain that your district has timely paid all bills/obligations, including financing arrangements to pay for school construction, school buses, photocopiers, etc. | Lake Travis ISD has never defaulted on bonded indebtedness. | Yes |
| 4 | Did the school district make timely payments to the Teacher Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies? | This indicator seeks to make sure the district fulfilled its obligation to the TRS, TWC and IRS to transfer payroll withholdings and to fulfill any additional payroll-related obligations required to be paid by the district. | Lake Travis ISD has always made timely payments to its governmental agencies. | Yes Ceiling Passed |
| 5 | Was the total unrestricted net asset balance (Net of the accretion of interest for capital appreciation bonds) in the governmental activities column in the Statement of Net Assets greater than zero? | This indicator simply asks, "Did the district's total assets exceed the total amount of liabilities?" This indicator is not being scored this year due to the impact of accounting changes implemented by the Governmental Accounting Standards Board. | This indicator is not being scored. | N/A |
| 6 | Was the average change in (assigned and unassigned) fund balance over 3 years less than a 25% decrease or did the current year assigned and unassigned fund balance exceed 75 days of operational expenditures? (If the school district fails indicator 6, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.) | This indicator measures the percentage change in fund balance to see whether the fund balance is declining too quickly, and if it is declining, whether sufficient fund balance remains to operate for at least 75 days. | As of August 31, 2022, Lake Travis ISD had 114 days of fund balance on hand to cover its expenditures. | Ceiling Passed |

| | Indicator | How Ratings Are Assessed | LTISD Response | Score |
|----|--|---|---|------------------|
| 7 | Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)? | This indicator measures how long in days after the end of the fiscal year the school district could have disbursed funds for its operating expenditures without receiving any new revenues. Did Lake Travis ISD meet or exceed the target amount in School FIRST of greater than or equal to 90 days? | As of August 31, 2022, Lake Travis ISD had 123 days of cash on hand to pay its obligations. | 10 |
| 8 | Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? | This indicator measures whether the school district had sufficient short-term assets at the end of the fiscal year to pay off its short-term liabilities. Did Lake Travis IS meet or exceed the target amount in School FIRST of greater than or equal to 3? | As of August 31, 2022, Lake Travis ISD had a current liabilities ratio of 4.6566. | 10 |
| 9 | Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days? | This indicator measures the ability of the district to pay its obligations. To receive full credit for this indicator the district must have at least 60 days of cash on hand. | As of August 31, 2022, Lake Travis ISD had 123 days of cash on hand to pay its obligations. | 10 ¹⁸ |
| 10 | Did the school district average less than a 10 percent variance (90% to 110%) when comparing budgeted revenues to actual revenues for the last 3 fiscal years? | This indicator measures how accurately the district forecast projected revenue by comparing budgeted revenue submitted through PEIMS in October of the fiscal year to actual revenue submitted after the close of the fiscal year. This indicator is currently not being scored due to the impact of COVID-19 and federal ESSER funding on school district revenue. | This indicator is not being scored. | 10 |

| | Indicator | How Ratings Are Assessed | LTISD Response | Score |
|----|--|---|--|--------------|
| 11 | Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency? (If the school district's change of students in membership over 5 years was 7 percent or more, then the school district passes this indicator.) | This indicator measures the ability of the district to sustain its solvency long-term. Fortunately, this indicator recognizes that high-growth districts incur additional operating costs to open new instructional campuses. | As of August 31, 2022, Lake Travis ISD had a five year change in student enrollment of 5.5% and debt ratio of 0.6598. For maximum of 10 points, a debt ratio must be under 0.60. | 8 |
| 12 | What is the correlation between future debt requirements and the district's assessed property value? | This indicator asks about the school district's ability to make debt principal and interest payments. Did you meet or exceed the target amount in School FIRST? | As of August 31, 2022, Lake Travis ISD had a debt to assessed property value ratio of 2.0924. | 10 19 |
| 13 | Was the school district's administrative cost ratio equal to or less than the threshold ratio? | This indicator measures the percentage of their budget that Texas school districts spent on administration. Did Lake Travis ISD exceed the cap in School FIRST for districts of our size? | Lake Travis ISD had an administrative cost ratio of 0.0913. For ADA size 10,000 and above, a cost ratio under 0.0855 received the maximum of 10 points. | 8 |

| | Indicator | How Ratings Are Assessed | LTISD Response | Score |
|----|---|--|---|----------------|
| 18 | Did the external independent auditor indicate the AFR was free of any instances of material noncompliance for grants, contracts, and laws related to local, state, or federal funds? (The AICPA defines material noncompliance.) | This indicator measures whether the district is complying with laws, rules and regulations related to the expenditure of grant funds, contracts, and other state and federal funds. | Lake Travis ISD had no instances of material noncompliance reported in the audit. | 10 |
| 19 | Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the school district's fiscal year end? | This indicator measures whether the district is complying with legal requirements related to financial transparency by posting all required information. Maximum points for this indicator is 5. | Lake Travis ISD had all required financial postings. | 5 |
| 20 | Did the school board members discuss the district's property values at a board meeting within 120 days before the district adopted its budget? (If the school district fails indicator 20 the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.) | This indicator measures whether the school board had the opportunity to consider the impact of changes in property value on the finances of the district. | Lake Travis ISD administration and school board members discussed property values during a budget workshop. | Ceiling Passed |

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and establish administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient and effective operation of the District consistent with the Board's lawful directives, the Board's policies, and state and federal law. It shall be the further duty of the Superintendent to accept all resignations of employees of the District consistent with the Board's policies, except the Superintendent's resignation, which must be accepted by the Board. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, skill and expertise. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

2.2 Professional Certification. The Superintendent shall at all times during the term of this Contract, and any renewal or extension thereof, hold and maintain a valid certificate required of a superintendent by the State of Texas and issued by the State Board for Educator Certification or the Texas Education Agency and all other certificates required by law.

2.3 Reassignment. The Superintendent may not be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

2.4 Board Meetings. Unless otherwise prohibited by law, the Superintendent shall attend, and shall be permitted to attend, all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Contract or the Superintendent's salary and benefits as set forth in this Contract, or the Superintendent's evaluation, or for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal. In the event of illness or Board President approved absence, the Superintendent's designee may attend such meetings, subject to the exceptions noted above.

2.5 Criticisms, Complaints, and Suggestions. The Board, individually and collectively, shall refer all substantive criticisms, complaints, and suggestions called to the Board's attention to the Superintendent for study and appropriate action, and the Superintendent shall investigate such matters and inform the Board of the results of such action.

2.6 Indemnification. To the extent it may be permitted to do so by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the District does hereby agree to defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Superintendent in the Superintendent's individual or official capacity as an employee and as a Superintendent of the District, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Superintendent as an employee of the District, acting within the course and scope of Superintendent's employment with the District; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that Superintendent committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith, with conscious indifference or reckless disregard; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the District or by Superintendent. The selection of Superintendent's legal counsel shall be with the mutual agreement of Superintendent and by the District if such legal counsel is not also District's legal counsel. A legal defense may be provided

through insurance coverage, in which case Superintendent's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. To the extent this Section 2.6 exceeds the authority provided and the limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Section 2.6 shall survive the termination of this contract.

III. Compensation

3.1 Salary. The District shall provide the Superintendent with an annual base salary in the sum of Three Hundred and Thirty-One Thousand and Five Hundred Dollars (\$331,500.00). The annual salary rate approved by the Board shall be paid to the Superintendent in equal installments consistent with the Board's policies.

3.2 Salary Adjustments. During the term of this Contract, or any renewal or extension thereof, the Superintendent shall, on September 1 of each school year, receive the same percentage increase in his then base salary as is received for that school year by full-time classroom teachers, unless the Superintendent notifies the Board President in writing that he has elected not to receive all or a portion of this increase. At any time during the term of this Contract, the Board may, in its discretion, review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than the amount in Section 3.1 of this Contract, except by mutual agreement of the two pursuant to a lawful Board resolution. In such event, an addendum shall be attached to this Contract incorporating the adjusted salary.

3.3 Civic Activities. The Superintendent is encouraged to participate in community and civic affairs. The reasonable and actual expense of such activities, subject to Board approval, shall be borne by the District from funds budgeted for that purpose by the Board.

3.4 Insurance. The District shall pay for the Superintendent the same premium contribution amount of coverage under the District's group health care plan that the District makes available to every employee.

3.5 Vacation, Holiday and Personal Leave. The Superintendent may take, at the Superintendent's choice, with prior notice to the Board President, the same number of days of vacation authorized by policies adopted by the Board for administrators on twelve-month contracts, the days to be taken in a single period or at different times. The vacation days taken by the Superintendent will be taken at such time as will least interfere with the performance of the Superintendent's duties set forth in this Contract. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. All accrued, but unused personal leave days and vacation days shall carry over from year to year. Upon termination of employment, all unused vacation and personal leave days accumulated, but unused, by the Superintendent during his employment by the District will be paid in lump sum to the Superintendent at the Superintendent's then current daily rate of pay calculated by dividing the Superintendent's salary as reported to TRS divided by two hundred and twenty-four (224) days of service per year (less applicable deductions, including withholding taxes). However, the Superintendent shall be required to receive payment for a minimum of one-third of his currently accumulated, unused vacation and personal leave days annually at the end of each Contract year. The value of any accumulated, unused vacation and personal leave days remaining upon termination of this Contract shall be paid to the Superintendent or his survivors within 30 days of termination date of the Contract (less applicable deductions, including withholding taxes).

3.6 Professional Growth. 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 at and participation in appropriate professional meetings at the local, regional, state and national levels. The Board shall encourage the use of data and information sources, and shall encourage the participation of the Superintendent in pertinent education seminars and courses offered by public or private institutions or by educational associations, as well as the participation in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Superintendent to perform the Superintendent's professional responsibilities for the District. 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 seminars, courses or meetings. The District does hereby agree to provide in the District's budget during the term of this Contract for the benefit of the Superintendent, a professional development budget per Contract year to be used for registration, travel, meals, lodging, and other related expenses. The District shall pay the Superintendent's membership dues to the Texas Association of School Administrators, as well as other memberships necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable cost and expense for such attendance and membership.

3.7 Educational Development. The Board supports this educational development by the Superintendent and believes that the attainment of a doctorate degree will enhance his professional knowledge and leadership of the District. Upon enrollment and working toward a doctorate degree, the Superintendent shall be entitled to an additional ten (10) educational development leave days per year for this purpose. These leave days shall be accounted for separate from the Superintendent's other leave, they may not be accumulated from year to year, and they may not be exchanged for compensation at any time. These educational development leave days shall be used by the Superintendent solely for his work toward a doctorate degree and shall be taken at times that do not interfere with the performance of his duties as Superintendent. The Superintendent shall periodically report to the Board his progress toward a doctorate degree.

3.8 Business Expenses. The District shall pay for or reimburse the Superintendent for reimbursable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract from funds budgeted for that purpose by the Board. The District also agrees to pay the actual and incidental costs incurred by the Superintendent for travel outside of the Lake Travis Independent School District attendance zone; such costs may include, but are not limited to, airline tickets, hotels and accommodations, meals, mileage, rental car and other expenses incurred in the performance of the business of the District. The Superintendent shall comply with all policies, procedures and documentation requirements in accordance with the Board policies and established procedures. Annually, the Superintendent's business expenses will be subject to review by the District's independent auditors. In addition, the Superintendent shall submit a quarterly report on his business expenses to the Board.

3.9 Teacher Retirement System of Texas. The District shall supplement the Superintendent's annual salary by an amount equal to one-hundred percent (100%) of the Superintendent's portion of the monthly member contribution to the Texas Teacher Retirement System ("TRS") for the term of this Contract, with any extensions made by the Board for performance of Superintendent duties. This supplement shall include both the retirement and TRS-Care parts of the TRS member contribution, as applicable. This additional salary supplement shall be paid to the Superintendent in regular monthly payroll installments and shall be reported as "creditable compensation" by the District for purposes of TRS, to the extent permitted by TRS.

3.10 Supplemental Retirement Plan. For each payroll period during the Term of this Contract beginning January 1, 2022, including any extensions thereof, the District shall add to the Salary of the Superintendent the amount necessary to contribute fifty percent (50%) of the maximum combined voluntary contribution amount allowable under Section 402(g) of the Code for a 403(b) and a 457(b) Plan, at the beginning of the Contract year, as indexed, including the age 50 catch-up, if applicable. One-twelfth of this amount shall be paid as a monthly salary deferral contribution, at the election of the Superintendent, to a plan established by the District under Section 403(b) and/or Section 457(b) of the Code. ("Additional Salary"). In the event the Superintendent executes a salary deferral agreement in accordance with the requirements of Sections 403(b) and/or 457(b) of the Internal Revenue Code (the "Code") in at least the amount of the Additional Salary, the Additional Salary shall be paid as a salary deferral contribution ("Salary Deferral Contribution"). Under and pursuant to applicable Internal Revenue Service rules the Superintendent shall have the option to elect to receive the Additional Salary in cash rather than as a Salary Deferral Contribution. All such Salary Deferral Contributions contemplated herein shall be paid to a plan established by the District under Section 403(b) and/or Section 457(b) of the Code. Such plans shall include investments as allowed under Sections 403(b), 403(b)(7) and/or 457(b) of the Code, respectively, and the investments for the Superintendent's accounts shall be solely at his discretion. The Superintendent shall always be 100% vested in his account under the 403(b) and/or 457(b) plan. The Salary Deferral Contributions contemplated herein shall be treated as salary deferrals under the Code and shall be reported as "creditable compensation" by the District for purposes of the Teacher Retirement System of Texas. No payments under this Section shall be made after the Superintendent's employment terminates.

3.11 Longevity Pay. In order to encourage continuity of leadership in the District wishes to provide additional compensation to the Superintendent as a reward for reaching certain longevity goals. This longevity payment shall be made as follows:

- (a) For each contract year of service with the District, the District shall supplement the Superintendent's monthly salary by 3% of the Superintendent's annual salary and shall be paid to the Superintendent by regular payroll installments for twelve months beginning on January 1, 2022 and shall be reported as creditable compensation to TRS.

3.12 Information Technology/Communications. The District shall provide the Superintendent with a personal cellular telephone and/or personal digital assistant (PDA) with nationwide coverage, a laptop and a printer, and a wireless router, which he may use for his business and personal purposes, provided that any personal use of such equipment shall not interfere with its business use, and further provided that the Superintendent shall not use such equipment for any personal purposes that are inconsistent with or prohibited by District policies, regulations or Board directives, or by state or federal law, for use of property owned by the District.

3.13 Primary Residence. The Superintendent shall maintain his primary residence within the geographical boundaries of the District during the term of this Contract, and any extension or renewal thereof.

3.14 Annual Physical Examination. The Superintendent shall undergo an annual physical examination by the Superintendent's primary care physician, or other physician mutually acceptable to the Superintendent and the Board President. The physician shall submit a confidential statement to the Board President verifying the Superintendent's fitness to perform the essential functions of his job, and copies of all such statements shall be confidential to the extent

permitted by law. The District shall pay all actual and reasonable costs of the annual physical examination. The examination shall be performed on or before November 1st of each year of this Contract, and any extension or renewal thereof.

IV. Annual Performance Goals

4.1 Development of Goals. The Superintendent shall submit to the Board each year, for the Board's consideration and adoption, a preliminary list of goals for the District. The goals approved by the Board shall at all times be reduced to writing and shall be among the criteria on which the Superintendent's performance will be reviewed and evaluated.

V. Review of Performance

5.1 Time and Basis of Evaluation. The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of this Contract. The evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description and the goals adopted by the Board.

5.2 Confidentiality. Unless the Board and Superintendent expressly agree otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in closed session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board or Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.

5.3 Evaluation Format and Procedures. The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with the provisions of Article V of this Contract, the Board's policies, and state and federal law. In the event the Board deems that the evaluation instrument, format and/or procedure is to be modified by the Board and such modifications would require new or different performance expectations, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

VI. Extension or Nonrenewal of Employment Contract

6.1 Extension/Nonrenewal. Extension or nonrenewal shall be in accordance with Board policy, Texas Education Code Chapter 21, Subchapter E, and applicable law. Notwithstanding anything to the contrary in Section 21.212(a) of the Texas Education Code, the Superintendent shall be entitled to written notice not later than the 45th day before the last day of the Contract term, containing reasonable notice of the reason(s) for the proposed non-renewal of the Superintendent's Contract with the District.

VII. Termination of Employment Contract

7.1 Mutual Agreement. This Contract may be terminated by the mutual agreement of the Superintendent and the Board in writing, upon such terms and conditions as may be mutually agreed upon.

7.2 Retirement or Death. This Contract shall be terminated upon the retirement or death of the Superintendent.

7.3 Dismissal for Good Cause. The Board may dismiss the Superintendent during the term of the Contract for good cause. The term "good cause" is defined as follows:

- a. Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
- b. Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication from the Board; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any incompetency or inefficiency.
- c. Insubordination or failure to comply with lawful written Board directives;
- d. Willful failure to comply with written Board Policies or District administrative directives;
- e. Neglect of duties;
- f. Drunkenness or excessive use of alcoholic beverages;
- g. Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
- h. Conviction of a felony or crime involving moral turpitude;
 1. Failure to meet the District's standards of professional conduct;
- j. Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development
- k. Disability, not otherwise protected by law, that substantially impairs the Superintendent's performance of required duties;
- l. Immorality, which is conduct not in conformity with the accepted moral standards of the community encompassed by the District. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency or depravity;
- m. Assault on an employee or student;
- n. Knowingly falsifying records or documents related to the District's activities;
- o. Conscious misrepresentation of material facts to the Board or other District officials in the conduct of the District's business;
- p. Failure to fulfill requirements for the Superintendent certification;
- q. Failure to fulfill the requirements of a deficiency plan; or,
- r. Any other reason constituting "good cause"¹¹ under Texas law.

7.4 Termination Procedure. In the event the Board proposes the termination of this Contract for "good cause," the Superintendent shall be afforded all the rights as set forth in the Board's policies, and state and federal law.

7.5 Resignation of Superintendent. The Superintendent may leave the employment of the District at the end of a school year without penalty by filing a written resignation with the Board. The resignation must be addressed to the Board and filed not later than the 45th day before the first day of instruction of the following school year. The Superintendent may resign, with the consent of the Board, at any other time.

Article VIII. Miscellaneous

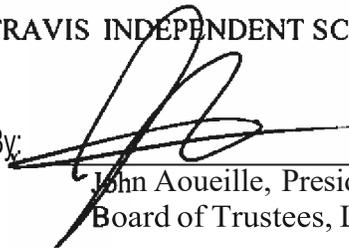
8.1 Controlling Law. This Contract shall be governed by the laws of the State of Texas and shall be performable in Travis County, Texas, unless otherwise provided by law.

8.2 Complete Agreement. This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, except as expressly provided herein.

8.3 Conflicts. In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Contract.

8.4 Savings Clause. In the event any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT

By: 
John Aouelle, President
Board of Trustees, Lake Travis

Attest:

By: 

Lauren White, Secretary
Board of Trustees, Lake Travis ISD

Executed this *23rd* day of *February*, 2022

-
Superintendent
By: 
Paul Norton

Executed this *23rd* day of *February*, 2022

Reimbursements Received by the Superintendent and Board Members for Fiscal Year 2022

| For the Twelve-month Period Ended August 31, 2022 | | | | | | | | | |
|--|-----------------------------------|------------------------------|-----------------------------|--------------------------------|-----------------------------|---------------------------|------------------------------|---------------------------------|---------------------------------------|
| Description of Reimbursements | Superintendent Paul Norton | Place 1 Phillip Davis | Place 2 Lauren White | Place 3 Jessica Putonti | Place 4 John Aouelle | Place 5 Kim Flasch | Place 6 William Beard | Place 7 Bob Dorsett, Jr. | Place 3 Erin Archer (May 2022) |
| Meals | \$ 162.37 | \$ - | \$ 40.00 | \$ 40.00 | \$ - | \$ 40.00 | \$ - | \$ - | \$ - |
| Lodging | 718.70 | 237.09 | 942.06 | - | 225.00 | 237.09 | - | - | 237.09 |
| Transportation | 2,493.87 | - | - | - | - | - | - | - | - |
| Other | 720.00 | 150.00 | 870.00 | 50.00 | - | 45.47 | 125.00 | 125.00 | 75.00 |
| Total | \$ 4,094.94 | \$ 387.09 | \$ 1,852.06 | \$ 90.00 | \$ 225.00 | \$ 322.56 | \$ 125.00 | \$ 125.00 | \$ 312.09 |

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Outside Compensation and/or Fees Received by the Superintendent for Professional Consulting and/or Other Personal Services in Fiscal Year 2022

For the Twelve-Month Period Ended August 31, 2022

| Name(s) of Entity(ies) | |
|-------------------------------|----------------|
| - | \$ 0.00 |
| | |
| Total | \$ 0.00 |

Gifts Received by Board Members and Executive Officers (and First Degree Relatives, if any) in Fiscal Year 2022
 (gifts that had an economic value of \$250 or more in the aggregate in the fiscal year)
 For the Twelve-Month Period Ended August 31, 2022

| | | | | | | | | |
|--|---------------------------------------|------------------------------------|---------------------------------------|--|------------------------------------|----------------------------------|-------------------------------------|---|
| | Place 1 Phillip Davis | Place 2 Lauren White | Place 3 Jessica Putonti | Place 4 John Aouelle | Place 5 Kim Flasch | Place 6 William Beard | Place 7 Bob Dorsett, Jr. | Place 3 Erin Archer (May 2022) |
| | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | Superintendent Paul Norton | Asst. Supt. Pam Sanchez | Asst. Supt. Evalene Murphy | Asst. Supt. Stefani Vickery | Asst. Supt. Brad Bailey | | | |
| | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | |

Business Transactions Between School District and Board Members for Fiscal Year 2022
 For the Twelve-Month Period Ended August 31, 2022

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| | | | | | | | | |
|---------------------------------------|----------------------------------|-------------------------------------|--|-------------------------------------|-------------------------------|--------------------------------------|---|---|
| Superintendent Paul Norton | Place 1 Phillip Davis | Place 2 Lauren White | Place 3 Jessica Putonti | Place 4 John Aouelle | Place 5 Kim Flasch | Place 6 William Beard | Place 7 Bob Dorsett, Jr. | Place 3 Erin Archer (May 2022) |
| \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

Accounting: A standard school fiscal accounting system must be adopted and installed by the board of trustees of each school district. The accounting system must conform to generally accepted accounting principles. This accounting system must also meet at least the minimum requirements prescribed by the state board of education, subject to review and comment by the state auditor.

Ad Valorem Property Tax: Literally the term means "according to value." Ad valorem taxes are based on a fixed proportion of the value of the property with respect to which the tax is assessed. They require an appraisal of the taxable subject matter's worth. General property taxes are almost invariably of this type. Ad valorem property taxes are based on ownership of the property, and are payable regardless of whether the property is used or not and whether it generates income for the owner (although these factors may affect the assessed value).

Adopted Tax Rate: The tax rate set by the school district to meet its legally adopted budget for a specific calendar year.

All Funds: A school district's accounting system is organized and operated on a fund basis where each fund is a separate fiscal entity in the school district much the same as various corporate subsidiaries are fiscally separate in private enterprise. All Funds refers to the combined total of all the funds listed below:

- The General Fund
- Special Revenue Funds (Federal Programs, Federally Funded Shared Services, State Programs, Shared State/Local Services, Local Programs)
- Debt Service Funds
- Capital Projects Funds
- Enterprise Funds for the National School Breakfast and Lunch Program

Assessed Valuation: A valuation set upon real estate or other property by a government as a basis for levying taxes.

Assigned Fund Balance: The assigned fund balance represents tentative plans for the future use of financial resources. Assignments require executive management (per board policy to assign this responsibility to executive management prior to end of fiscal year) action to earmark fund balance for bona fide purposes that will be fulfilled within a reasonable period of time. The assignment and dollar

amount for the assignment may be determined after the end of the fiscal year when final fund balance is known.

Auditing: Accounting documents and records must be audited annually by an independent auditor. Texas Education Agency (TEA) is charged with review of the independent audit of the local education agencies.

Beginning Fund Balance: The General Fund balance on the first day of a new school year. For most school districts this is equivalent to the fund balance at the end of the previous school year.

Budget: The projected financial data for the current school year. Budget data are collected for the general fund, food service fund, and debt service fund.

Budgeting: Not later than August 20 of each year, the superintendent (or designee) must prepare a budget for the school district if the fiscal year begins on September 1. (For those districts with fiscal years beginning July 1, this date would be June 20.) The legal requirements for funds to be budgeted are included in the Budgeting module of the TEA Resource Guide. The budget must be adopted before expenditures can be made, and this adoption must be prior to the setting of the tax rate for the budget year. The budget must be itemized in detail according to classification and purpose of expenditure, and must be prepared according to the rules and regulations established by the state board of education. The adopted budget, as necessarily amended, shall be filed with TEA through the Public Education Information Management System (PEIMS) as of the date prescribed by TEA.

Capital Outlay: This term is used as both a Function and an Object. Expenditures for land, buildings, and equipment are covered under Object 6600. The amount spent on acquisitions, construction, or major renovation of school district facilities are reported under Function 80.

Capital Project Funds: Fund type used to account for financial resources to be used for the acquisition or construction of major capital facilities (other than those financed by proprietary funds and trust funds.)

Cash: The term, as used in connection with cash flows reporting, includes not only currency on hand, but also demand deposits with banks or other financial institutions. Cash also includes deposits in other kinds of accounts or cash management pools that have the general

characteristics of demand deposit accounts in that the governmental enterprise may deposit additional cash at any time and also effectively may withdraw cash at any time without prior notice or penalty.

Chapter 49: A key "equity" chapter in the Texas Education Code (TEC) is Chapter 49. This chapter is devoted to wealth equalization through the mechanism of recapture, the recovery of financial resources from districts defined by the state as high property wealth. Resources are recovered for the purpose of sharing them with low-wealth districts. Districts that are subject to the provisions of Chapter 49 must make a choice among several options in order to reduce their property wealth and share financial resources.

Committed Fund Balance: The committed fund balance represents constraints made by the board of trustees for planned future use of financial resources through a resolution by the board, for various specified purposes including commitments of fund balance earned through campus activity fund activities. Commitments are to be made as to purpose prior to the end of the fiscal year. The dollar amount for the commitment may be determined after the end of the fiscal year when final fund balance is known.

Comptroller Certified Property Value: The district's total taxable property value as certified by the Comptroller's Property Tax Division (Comptroller Valuation).

Days of Cash on Hand: The number of days the school district can disburse funds for its operating expenditures without receiving any new revenues.

Debt Service Fund: Governmental fund type used to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest.

Debt Services: Two function areas (70 and 71) and one Object (6500) are identified using this terminology "debt services." Function 70 is a major functional area that is used for expenditures that are used for the payment of debt principal and interest including Function 71. Expenditures that are for the retirement of recurring bond, capital lease principal, and other debt, related debt service fees, and for all debt interest fall under Function 71. Object 6500 covers all expenditures for debt service.

Debt Service Coverage Ratio: This ratio measures an organization's ability to make debt principal and

interest payments that will become due during the year.

Deferred Revenue: Resource inflows that do not yet meet the criteria for revenue recognition. Unearned amounts are always reported as deferred revenue. In governmental funds, earned amounts also are reported as deferred revenue until they are available to liquidate liabilities of the current period.

Ending Fund Balance: The amount of unencumbered surplus fund balance reported by the district at the end of the specified school year. For most school districts this will be equivalent to the fund balance at the beginning of the next school year.

Excess (Deficiency): Represents receivables due (excess) or owed (deficiency) at the end of the school year. This amount is reported as in the Annual Financial and Compliance Report.

Existing Debt Allotment (EDA): Is the amount of state funds to be allocated to the district for assistance with existing debt.

Federal Revenues: Revenues paid either directly to the district or indirectly through a local or state government entity for federally subsidized programs including the School Breakfast Program, National School Lunch Program, and School Health and Related Services Program. This amount is recorded as Revenue Object 5900.

Fiscal Year: A period of 12 consecutive months legislatively selected as a basis for annual financial reporting, planning, and budgeting. The fiscal year may run September 1 through August 31 or July 1 through June 30.

Foundation School Program (FSP) Status: The Foundation School Program (FSP) is the shared financial arrangement between the state and the school district, where property taxes are blended with revenues from the state to cover the cost of basic and mandated programs. The nature of this arrangement falls in one of the following status categories: Regular, Special Statutory, State Administered, Education Service Center, or Open Enrollment Charter School District.

FTE: Full-Time Equivalent measures the extent to which one individual or student occupies a full-time position or provides instruction, e.g., a person who works four hours a day or a student that attends a half of a day represents a .5 FTE.

expenditures of an operational area or a group of related activities. For example, in order to provide the appropriate atmosphere for learning, school districts transport students to school, teach students, feed students and provide health services. Each of these activities is a function.

The major functional areas are:

- Instruction and Instructional-Related Services
- Instructional and School Leadership
- Support Services - Student
- Administrative Support Services
- Support Services; Non-Student Based
- Ancillary Services
- Debt Service
- Capital Outlay
- Intergovernmental Charges

Fund Balance: The difference between assets and liabilities reported in a governmental fund.

General Administration: The amount spent on managing or governing the school district as an overall entity. Expenditures associated with this functional area are reported under Function 41.

General Fund: This fund finances the fundamental operations of the district in partnership with the community. All revenues and expenditures not accounted for by other funds are included. This is a budgeted fund and any fund balances are considered resources available for current operations.

I&S Tax Rate: The tax rate calculated to provide the revenues needed to cover Interest and Sinking (I&S) (also referred to as Debt Service). I&S includes the interest and principal on bonds and other debt secured by property tax revenues.

Incremental Costs: The amount spent by a school district with excess wealth per WADA on the purchase of attendance credits either from the state or from other school district(s). Expenditures associated with this functional area are reported under Function 92.

I&S Tax Rate: The tax rate calculated to provide the revenues needed to cover Interest and Sinking (I&S) (also referred to as Debt Service). I&S includes the interest and principal on bonds and other debt secured by property tax revenues.

Incremental Costs: The amount spent by a school district with excess wealth per WADA on the purchase of attendance credits either from the state or from other school district(s). Expenditures associated with this functional area are reported under Function 92.

Instruction: The amount spent on direct classroom instruction and other activities that deliver, enhance or direct the delivery of learning situations to students regardless of location or medium. Expenditures associated with this functional area are reported under Function 11.

Instructional Facilities Allotment (IFA): (State Aid) Provides assistance to school districts in making debt service payments on qualifying bonds and lease-purchase agreements. Proceeds must be used for the construction or renovation of an instructional facility.

Intergovernmental Charges: "Intergovernmental" is a classification used when one governmental unit transfers resources to another. In particular, when a Revenue Sharing District purchases WADA or where one school district pays another school district to educate transfer students. Expenditures associated with this functional area are reported under Function 90.

Investments in Capital Assets, Net of Related Debt: One of three components of net assets that must be reported in both government-wide and proprietary fund financial statements. Related debt, for this purpose, includes the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of capital assets of the government.

Local & Intermediate Revenues: All revenues from local taxes and other local and intermediate revenues. For specifics, see the definitions for Local Tax and Other Local & Intermediate Revenues. This amount is recorded under Object 57XX.

Local Tax: This is all revenues from local real and personal property taxes, including recaptured funds under Chapter 41, Texas Education Code.

M&O Tax Rate: The tax rate calculated to provide the revenues needed to cover Maintenance & Operations (M&O). M&O includes such things as salaries, utilities, and day-to-day operations.

Modified Opinion: Term used in connection with financial auditing. A modification of the independent auditor's report means there exists one or more specific exceptions to the auditor's general assertion that the district's financial statements present fairly the financial information contained therein according to generally accepted accounting principles.

No New Revenue Tax Rate: Provides the unit with approximately the same amount of local tax revenue it had the year before on properties taxes in both years. A comparison of the no new revenue tax rate to the taxing unit's proposed tax rate shows if there will be a tax increase.

Nonspendable Fund Balance: The portion of fund balance that is in non-liquid form, including inventories, prepaid items, deferred expenditures, long-term receivables and encumbrances (if significant). Nonspendable fund balance may also be in the form of an endowment fund balance that is required to remain intact.

Object: An object is the highest level of accounting classification used to identify either the transaction posted or the source to which the associated monies are related. Each object is assigned a code that identifies in which of the following eight major object groupings it belongs:

- 1000 Assets
- 2000 Liabilities
- 3000 Fund Balances
- 5000 Revenue
- 6000 Expenditures/Expenses
- 7000 Other Resources/NonOperating Revenue
- 8000 Other Uses/NonOperating Expense

Operating Expenditures: A wide variety of expenditures necessary to a district's operations fall into this category with the largest portion going to payroll and related employee benefits and the purchase of goods and services.

Operating Expenditures/Student: Total Operating Expenditures divided by the total number of enrolled students.

Operating Revenues and Expenses: Term used in connection with the proprietary fund statement of revenues, expenses, and changes in net assets. The term is not defined as such in the authoritative accounting and financial reporting standards, although financial statement preparers are advised to consider the definition of operating activities for cash flows reporting in establishing their own definition.

Other Local & Intermediate Revenues: All local and intermediate revenues NOT from local real and personal property taxes including:

- Revenues Realized as a Result of Services Rendered to Other School Districts
- Tuition and Fees
- Rental payments, interest, Investment income
- Sale of food and revenues from athletic and extra/co-curricular activities
- Revenues from counties, municipalities, utility districts, etc.

Other Operating Costs: Expenditures necessary for the operation of the school district that are NOT covered by Payroll Costs, Professional and Contracted Services, Supplies and Materials, Debt Services, and Capital Outlay fall into this category and include travel, insurance and bonding costs, election costs, and depreciation. This amount is recorded as Expenditure/Expense Object 6400.

Other Resources: This amount is credited to total actual other resources or non-operating revenues received or residual equity transfers in. This amount is recorded under Object 7900.

Payments for Shared Services Arrangements: Payments made either from a member district to a fiscal agent or payments from a fiscal agent to a member district as part of a Shared Services Arrangement (SSA). The most common types of SSAs relate to special education services, adult education services, and activities funded by the Elementary and Secondary Education Act (ESEA). Expenditures associated with this functional area are reported under Function 93.

Payroll: Payroll costs include the gross salaries or wages and benefit costs for services or tasks performed by employees at the general direction of the school district. This amount is recorded as Expenditure/Expense Object 6100. *(NOTE: Payroll amounts do not include salaries for contract workers, e.g., for food service and maintenance. Therefore, this figure will vary significantly between districts and campuses that use contract workers and those that do not.)*

PEIMS: A state-wide data management system for public education information in the State of Texas. One of the basic goals of PEIMS, as adopted by the State Board of Education in 1986, is to improve education practices of local school districts. PEIMS is a major improvement over previous information sources gathered from aggregated data available on paper reports. School districts submit their data via standardized computer files. These are defined in a yearly publication, the PEIMS Data Standards.

Plant Maintenance & Operations: The amount spent on the maintenance and operation of the physical plant and grounds and for warehousing and receiving services. Expenditures associated with this functional area are reported under Function 51.

Property /Refined ADA: The district's Comptroller Certified Property Value divided by its total Refined ADA.

Property/WADA: The district's Comptroller Certified Property Value divided by its total WADA.

Refined ADA: Refined Average Daily Attendance (also called RADA) is based on the number of days of instruction in the school year. The aggregate eligible days attendance is divided by the number of days of instruction to compute the refined average daily attendance.

Restricted Fund Balance: This is the portion of fund balance that has externally enforceable constraints made by outside parties.

Revenues: Any increase in a school district's financial resources from property taxes, foundation fund entitlements, user charges, grants, and other sources. Revenues fall into the three broad sources of revenues: Local & Intermediate; State; and Federal.

Robin Hood Funds: See Wealth Equalization Transfer.

School Year: The twelve months beginning September 1 of one year and ending August 31 of the following year or beginning July 1 and ending June 30. Districts now have two options.

Special Revenue Fund: A governmental fund type used to account for the proceeds of specific revenue sources (other than for major capital projects) that are legally restricted to expenditures for specified purposes.

State Revenues: Revenues realized from the Texas Education Agency, other state agencies, shared services arrangements, or allocated on the basis of state laws relating to the Foundation School Program Act. This amount is recorded as Revenue Object 5800.

Unassigned Fund Balances: Available expendable financial resources in a governmental fund that are not the object of tentative management plans (i.e.,

committed or assigned). One primary criterion of rating agencies for school bonds is the relative amount of unassigned fund balance. Bond rating agencies view unassigned fund balances as a reflection of the financial strength of school districts and show concern when district fund balances decrease.

Unmodified Opinion: Term used in connection with financial auditing. An unmodified independent auditor's opinion means there are no stated exceptions to the auditor's general assertion that the district's financial statements present fairly the financial information contained according to generally accepted accounting principles.

Unrestricted Net Position Balance: The term Net Position refers to the amount of total assets less total liabilities. Unrestricted Net Position balance refers to the portion of total Net Position that is neither invested in capital assets nor restricted.

Voter Approved Tax Rate: Provides governments other than school districts with approximately the same amount of tax revenue it spent the previous year for day-to-day operations plus an extra 8 percent cushion, and sufficient funds to pay its debts in the coming year. For school districts, the M&O portion of the rollback tax rate allows school districts to add four cents (\$0.04) to the lesser of the prior tax year compressed operating tax rate or the effective M&O rate to generate operating funds. School districts will get to add to the compressed operating rate any additional cents approved by voters at a 2006 or subsequent rollback election, not 8 percent. The rollback rate is the highest rate that the taxing unit may adopt before voters can petition for an election to roll back the adopted rate to the rollback rate. For school districts, no petition is required; it's an automatic election if the adopted rate exceeds the rollback rate.

WADA: A Weighted Average Daily Attendance (WADA) is used to measure the extent students are participating in special programs. The concept of WADA in effect converts all of a school district's students with their different weights to a calculated number of regular students required to raise the same amount of revenue. The greater the number of students eligible for special entitlements, the greater a school district's WADA will be.

Wealth Equalization Transfer: The amount budgeted by districts for the cost of reducing their property wealth to the required equalized wealth level (Function 91). Sometimes referred to as Robin Hood Funds.



AGENDA ITEM ACTION SHEET

AGENDA ITEM

September 2023 Monthly Financial Reports-Statement of Revenues and Expenditures, Balance Sheet, Tax Statement and 2018/2023 Capital Projects Report

RECOMMENDED ACTION

For Information only.

RATIONALE

To provide a financial update to the Board and community regarding the financial position of the school district.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services

Brad Goerke – Director of Finance

ATTACHMENTS

1. Statement of Revenues and Expenditures-September 2023
2. Balance Sheet-September 2023
3. Tax Statement-September 2023
4. 2018 Capital Projects Report-September 2023
5. 2023 Capital Projects Report-September 2023

MEETING DATE

October 18, 2023

Lake Travis ISD
STATEMENT OF REVENUE AND EXPENDITURES
GENERAL FUND

9/30/2023

Current Year

Prior Year

| <i>Revenues</i> | | Current Year | | | | Prior Year | |
|----------------------|--------------------------|-----------------------|---------------------|-----------------------|-------------------|-------------------|-------------------|
| | | Budget | Actual | Balance | Percent of Budget | Cumulative Actual | Percent of Actual |
| 5711 | Current Year Tax Revenue | \$ 142,940,170 | \$ 83,277 | \$ 142,856,893 | 0.06% | \$ - | 0.00% |
| 5700 | Other Local Revenues | 6,558,000 | 438,789 | 6,119,211 | 6.69% | 337,758 | 5.45% |
| 5800 | State Program Revenue | 10,485,028 | 1,216,798 | 9,268,230 | 11.61% | 299,516 | 2.61% |
| 5900 | Federal Revenue | 350,000 | - | 350,000 | 0.00% | - | 0.00% |
| Total Revenue | | \$ 160,333,198 | \$ 1,738,864 | \$ 158,594,334 | 1.08% | \$ 637,273 | 0.36% |

Expenditures

| | | | | | | | |
|---------------------------|------------------------------|-----------------------|----------------------|-----------------------|--------------|----------------------|--------------|
| 11 | Instruction | \$ 66,428,742 | \$ 6,370,217 | \$ 60,058,525 | 9.59% | \$6,588,528 | 10.40% |
| 12 | Instructional Resources | 1,049,259 | 98,339 | 950,920 | 9.37% | 109,967 | 11.02% |
| 13 | Staff Development | 1,658,277 | 116,675 | 1,541,602 | 7.04% | 140,245 | 9.21% |
| 21 | Instructional Administration | 2,290,487 | 227,716 | 2,062,771 | 9.94% | 191,258 | 8.57% |
| 23 | School Administration | 5,642,865 | 532,387 | 5,110,478 | 9.43% | 500,421 | 9.38% |
| 31 | Guidance & Counseling | 4,736,853 | 443,520 | 4,293,333 | 9.36% | 436,110 | 9.82% |
| 32 | Social Work Services | 201,686 | 28,204 | 173,482 | 13.98% | 13,722 | 9.02% |
| 33 | Health Services | 1,049,511 | 99,217 | 950,294 | 9.45% | 110,257 | 11.75% |
| 34 | Transportation | 4,692,346 | 613,139 | 4,079,207 | 13.07% | 568,540 | 13.21% |
| 35 | Food Service | 122,601 | 10,217 | 112,384 | 8.33% | 8,985 | 10.38% |
| 36 | Co-Curricular Account | 2,760,138 | 203,708 | 2,556,430 | 7.38% | 257,591 | 9.71% |
| 41 | General Administration | 4,239,304 | 408,759 | 3,830,545 | 9.64% | 403,384 | 9.79% |
| 51 | Plant & Maint. Operation | 12,460,158 | 2,022,708 | 10,437,450 | 16.23% | 1,860,933 | 15.73% |
| 52 | Security | 1,229,983 | 124,163 | 1,105,820 | 10.09% | 98,011 | 9.31% |
| 53 | Non-Inst. Data Processing | 3,343,348 | 443,787 | 2,899,561 | 13.27% | 368,227 | 12.45% |
| 61 | Community Services | 548,402 | 52,797 | 495,605 | 9.63% | 20,315 | 4.63% |
| 71 | Debt Service | 450,000 | - | 450,000 | 0.00% | - | 0.00% |
| 81 | Facilities/Construction | 40,867 | - | 40,867 | 0.00% | 22,995 | 94.29% |
| 91 | State Transfers | 49,028,836 | - | 49,028,836 | 0.00% | - | 0.00% |
| 92 | Incremental Cost WADA | - | - | - | 0.00% | - | 0.00% |
| 93 | SPED TRF-Regular Day | 45,000 | - | 45,000 | 0.00% | - | 0.00% |
| 95 | JJAEP Transfer Payments | 15,000 | - | 15,000 | 0.00% | - | 0.00% |
| 99 | Travis County Appraisal | 960,000 | 240,123 | 719,877 | 0.15% | 194,076 | 21.22% |
| Total Expenditures | | \$ 162,993,663 | \$ 12,035,674 | \$ 150,957,989 | 7.38% | \$ 11,893,564 | 6.68% |

Other Resources and (Uses)

| | | | | | | | |
|-----------------------------------|-----------------|-------------|-------------|-------------|--------------|-------------|--------------|
| 7990 | Other Resources | - | - | - | 0.00% | - | 0.00% |
| 8990 | Other Uses | - | - | - | 0.00% | - | 0.00% |
| 8911 | Transfers-Out | - | - | - | 0.00% | - | 0.00% |
| Total Resources & Uses | | \$ - | \$ - | \$ - | 0.00% | \$ - | 0.00% |

Fund Balance

| | | | |
|------|---|----------------------|-----------------|
| 1200 | Excess (Deficiency) Of Revenues Over Expenditures | \$ (2,660,465) | \$ (10,296,810) |
| 3000 | Beginning Fund Balance 9/1 | \$ 45,669,555 | |
| 3000 | Ending Fund Balance 8/31 | \$ 43,009,090 | |
| 3590 | Committed Fund Balance | \$ 660,722 | |
| 3600 | Unassigned Fund Balance | \$ 42,348,368 | |

Lake Travis ISD
COMBINED INTERIM BALANCE SHEET - ALL FUND TYPES
AS OF: September 30, 2023

| <i>Assets</i> | General Fund | Special Revenue Funds | Debt Service Fund | Capital Projects Fund | Internal Svc., Trust & Agency Funds | Total Funds |
|---|-----------------------|-----------------------|----------------------|-----------------------|-------------------------------------|-----------------------|
| Current Assets: | | | | | | |
| 1101 Cash | \$ 1,385,527 | \$ 4,049,877 | \$ 1,446,949 | \$ 6,230,853 | \$ 6,946,969 | \$ 20,060,174 |
| 1103 Temporary Investments | 40,864,206 | | 8,282,052 | 278,716,232 | 197,694 | 328,060,184 |
| Total Cash and Investments | \$ 42,249,733 | \$ 4,049,877 | \$ 9,729,001 | \$ 284,947,085 | \$ 7,144,663 | \$ 348,120,358 |
| Receivables: | | | | | | |
| 1210 Property Taxes-Current | \$ 1,469,673 | \$ - | \$ 544,108 | \$ - | \$ - | \$ 2,013,781 |
| 1220 Property Taxes-Delinquent | 3,367,358 | - | 1,246,676 | - | - | 4,614,033 |
| 1230 Allowance-Uncollected Taxes | (868,808) | - | (279,355) | - | - | (1,148,163) |
| 1240 Due From Federal Agencies | 858,294 | 2,739 | - | - | - | 861,033 |
| 1250 Sundry Receivables | 13,050 | 2,371 | - | - | - | 15,421 |
| 1260 Due From Funds | 1,018,363 | 96,414 | - | 81,889 | 89,291 | 1,285,957 |
| 1280 Due From Other Funds Warehouse Items | 1,121 | - | - | - | 146,065 | 147,186 |
| 1290 Other Receivables | 647,615 | - | - | - | - | 647,615 |
| 1300 Inventories, At Cost | 107,482 | 160,914 | - | - | - | 268,396 |
| Total Receivables | \$ 6,614,148 | \$ 262,438 | \$ 1,511,429 | \$ 81,889 | \$ 235,356 | \$ 8,705,260 |
| 1400 Other Current Assets | | | - | - | 493,399.44 | 493,399.44 |
| Total Assets | \$ 48,863,881 | \$ 4,312,315 | \$ 11,240,430 | \$ 285,028,974 | \$ 7,873,418 | \$ 357,319,018 |
| Resources | | | | | | |
| 5010 Estimated Revenue | \$ 160,333,198 | \$ 13,365,212 | \$ 64,300,000 | \$ 331,846,003 | \$ 16,895,122 | \$ 586,739,535 |
| 5030 Less: Realized Revenue | 1,738,864 | 736,824 | 79,958 | 1,857,338 | 1,452,061 | 5,865,046 |
| 5000 Revenues to be Received | 158,594,334 | 12,628,388 | 64,220,042 | 329,988,665 | 15,443,061 | 580,874,489 |
| Total Assets & Resources | \$ 207,458,215 | \$ 16,940,703 | \$ 75,460,471 | \$ 615,017,639 | \$ 23,316,478 | \$ 938,193,507 |
| Liabilities | | | | | | |
| Current Liabilities: | | | | | | |
| 2110 Accounts Payable | \$ 330,169 | \$ 9,506 | \$ - | \$ 8,752 | \$ 72,568 | \$ 420,995 |
| 2160 Accrued Wages Payable | 8,142,728 | 442,259 | - | 56,899 | 132,094 | 8,773,980 |
| 2170 Due To Other Funds | 63,246 | 9,587 | - | 756 | 1,360,984 | 1,434,574 |
| 2180 Due To Other Govt's | (11,274) | - | - | - | - | (11,274) |
| 2190 Due To Student Groups | - | - | - | - | - | - |
| 2150 Payroll Deduct & Withhold | - | - | - | - | (132,795) | (132,795) |
| Total Current Payables | \$ 8,524,870 | \$ 461,353 | \$ - | \$ 66,407 | \$ 1,432,852 | \$ 10,485,481 |
| 2210 Accrued Expenses | - | - | - | 181,306 | 520,156 | 701,462 |
| 2300 Deferred Revenue | 2,062 | 481,013 | - | - | - | 483,075 |
| 2400 Payable From Restricted Assets | - | - | - | - | - | - |
| 2600 Deferred Inflows | 4,964,204 | - | 1,521,878 | - | - | 6,486,082 |
| Total Liabilities | \$ 13,491,136 | \$ 942,365 | \$ 1,521,878 | \$ 247,713 | \$ 1,953,008 | \$ 18,156,100 |
| Fund Equity | | | | | | |
| 6010 Appropriations | \$ 162,993,663 | \$ 12,913,671 | \$ 63,020,000 | \$ 612,569,639 | \$ 16,895,122 | \$ 868,392,095 |
| 6050 Less: Expenditures | (12,035,674) | (872,969) | - | (13,109,243) | (1,268,401) | (27,286,287) |
| 6030 Encumbrances | | | | | | - |
| Available Appropriations | \$ 150,957,989 | \$ 12,040,702 | \$ 63,020,000 | \$ 599,460,396 | \$ 15,626,721 | \$ 841,105,808 |
| 4310 Reserve For Encumbrances | - | - | - | - | - | - |
| 3600 Unassigned Fund Balance | 42,348,368 | 3,957,635 | 10,918,593 | 15,309,530 | 5,736,749 | 78,270,876 |
| 3590 Committed Fund Balance - Accr. Leave | 660,722 | | | | | 660,722 |
| Total Liability & Fund Equity | \$ 207,458,215 | \$ 16,940,703 | \$ 75,460,471 | \$ 615,017,639 | \$ 23,316,478 | \$ 938,193,507 |

SUMMARY OF TAX COLLECTIONS
AS OF SEPTEMBER 2023

| | |
|---|------------------------------|
| 2023-24 Original Tax Levy | \$ 208,773,222.00 |
| Delinquent Taxes as of 8/31/2023 | <u>4,880,996.17</u> |
| Total Receivables for 2023-24 | \$ 213,654,218.17 |
| Current Year Adjustments | 0.00 |
| Prior Year Adjustments | <u>(152,854.66)</u> |
| Adjusted Receivables..... | \$ 213,501,363.51 |
| Total Net Collections To Date | <u>(164,365.94)</u> |
| Outstanding Receivables as of 9/30/2023 | \$ <u>213,336,997.57</u> |

| <u>SUMMARY OF BUDGETED COLLECTIONS</u> | <u>BUDGETED</u> | <u>NET COLLECTED</u> | <u>BUDGETED DIFFERENCE</u> | <u>% OF BUDGET COLLECTED</u> |
|--|--------------------------|----------------------|----------------------------|------------------------------|
| Maintenance - Current Tax | \$ 142,940,170.00 | \$ 0.00 | \$ 142,940,170.00 | 0.00% |
| Maintenance - Prior Year Tax | 200,000.00 | 83,276.94 | 116,723.06 | 0.00% |
| Maintenance - Penalties & Interest | <u>750,000.00</u> | <u>36,678.62</u> | <u>713,321.38</u> | <u>4.89%</u> |
| Sub-total | <u>\$ 143,890,170.00</u> | <u>\$ 119,955.56</u> | <u>\$ 143,770,214.44</u> | <u>0.08%</u> |
| Debt Service - Current Tax | \$ 63,000,000.00 | \$ 0.00 | \$ 63,000,000.00 | 0.00% |
| Debt Service - Prior Year Tax | 100,000.00 | 30,831.08 | 69,168.92 | 0.00% |
| Debt Service - Penalties & Interest | <u>300,000.00</u> | <u>13,579.30</u> | <u>286,420.70</u> | <u>4.53%</u> |
| Sub-total | <u>\$ 63,400,000.00</u> | <u>\$ 44,410.38</u> | <u>\$ 63,355,589.62</u> | <u>0.07%</u> |
| Total Collections | <u>\$ 207,290,170.00</u> | <u>\$ 164,365.94</u> | <u>\$ 207,125,804.06</u> | <u>0.08%</u> |

| <u>Tax Collection Comparison with 2023-24: Adjusted Tax Roll</u> | <u>2023-24</u> | <u>2022-23</u> | <u>2021-22</u> |
|--|----------------|----------------|----------------|
| Percent of Current Year Taxes Collected | 0.00% | 0.00% | 0.00% |
| Percent of Total Taxes Collected | 0.05% | 0.06% | -0.06% |
| Percent of Total Taxes and P & I Collected | 0.08% | 0.09% | -0.04% |

| <u>Tax Collection Comparison with 2023-24: Original Tax Roll</u> | <u>2023-24</u> | <u>2022-23</u> | <u>2021-22</u> |
|--|----------------|----------------|----------------|
| Percent of Current Year Taxes Collected | 0.00% | 0.00% | 0.00% |
| Percent of Total Taxes Collected | 0.05% | 0.06% | -0.06% |
| Percent of Total Taxes and P & I Collected | 0.08% | 0.09% | -0.04% |

**Lake Travis ISD
2018 Bond Program Summary
September 30, 2023**

| Resources | Original Budget | Amended Budget | Total Resources | Balance |
|--|----------------------------|---------------------------|----------------------------|--------------------------------|
| 1 Bond Proceeds | 253,000,000.00 | 236,305,111.00 | 236,305,111.42 | (0.42) |
| 2 Interest Revenue | 0.00 | 5,297,663.00 | 5,305,709.19 | (8,046.19) |
| 3 Interest Subject to Arbitrage Rebate | 0.00 | 0.00 | 0.00 | 0.00 |
| 4 Bond Premiums | 0.00 | 18,631,178.00 | 18,631,178.35 | (0.35) |
| Total Resources | 253,000,000.00 | 260,233,952.00 | 260,241,998.96 | (8,046.96) |
| Appropriations | Original Budget | Amended Budget | Total Expended | Balance to Complete |
| 10 Elementary School #7 | 31,511,000.00 | 34,596,166.00 | 34,596,165.46 | 0.54 |
| 20 Elementary School #8 | 3,979,000.00 | 7,581,660.00 | 7,581,657.58 | 2.42 |
| 30 Secondary School #2 | 13,802,000.00 | 7,777,041.00 | 7,212,219.01 | 564,821.99 |
| 40 Middle School #3 | 75,980,710.00 | 77,314,012.00 | 77,314,011.66 | 0.34 |
| 50 FCA Projects | 36,610,132.00 | 56,322,771.00 | 56,322,755.99 | 15.01 |
| 60/70 Small Renovation Improvements | 16,927,133.00 | 11,828,950.00 | 11,828,947.58 | 2.42 |
| Construction/Renovation | 178,809,975.00 | 195,420,600.00 | 194,855,757.28 | 564,842.72 |
| 81 Instructional Materials & Equipment | 5,707,000.00 | 4,168,749.00 | 4,169,371.01 | (622.01) |
| 82 Technology | 29,901,700.00 | 25,597,975.00 | 25,597,969.83 | 5.17 |
| 83 Copy Machines | 750,000.00 | 1,096,809.00 | 1,096,808.97 | 0.03 |
| 84 Maintenance | 600,000.00 | 793,832.00 | 793,830.93 | 1.07 |
| 85 Food & Nutrition Services | 3,950,789.00 | 1,948,975.00 | 1,948,973.36 | 1.64 |
| 86 Transportation | 13,300,000.00 | 8,536,972.00 | 8,536,969.91 | 2.09 |
| 87 District Furniture & Equipment | 6,000,000.00 | 6,958,972.00 | 6,816,097.92 | 142,874.08 |
| 88 Police | 0.00 | 1,095,829.00 | 590,595.95 | 505,233.05 |
| 90 Land | 1,270,000.00 | 577,000.00 | 576,464.50 | 535.50 |
| 91 Bond Closing | 2,000,000.00 | 1,918,024.00 | 1,918,023.77 | 0.23 |
| 94 Contingency | 7,510,536.00 | 8,045,534.00 | 4,985,502.00 | 3,060,032.00 |
| 95 Program Administration | 3,200,000.00 | 3,624,681.00 | 3,376,519.88 | 248,161.12 |
| 97 LTMS Wastewater Expansion | 0.00 | 450,000.00 | 86,801.18 | 363,198.82 |
| Other Programs | 74,190,025.00 | 64,813,352.00 | 60,493,929.21 | 4,319,422.79 |
| Total 2018 Bond Program | 253,000,000.00 | 260,233,952.00 | 255,349,686.49 | 4,884,265.51 |

**Lake Travis ISD
2023 Bond Program
September 30, 2023**

| Resources | Original Budget | Amended Budget | Total Resources | Balance |
|--|----------------------------|---------------------------|----------------------------|-----------------------|
| 1 Bond Proceeds -Prop A | 548,410,330.00 | 548,410,330.00 | 246,715,051.13 | 301,695,278.87 |
| 1 Bond Proceeds -Prop B | 60,790,110.00 | 60,790,110.00 | 40,639,386.23 | 20,150,723.77 |
| 2 Interest Revenue - Prop A | 0.00 | 1,588,362.00 | 7,695,165.46 | (6,106,803.46) |
| 2 Interest Revenue - Prop B | 0.00 | 261,638.00 | 1,252,701.35 | (991,063.35) |
| 3 Interest Subject to Arbitrage Rebate | 0.00 | 0.00 | 0.00 | 0.00 |
| 4 Bond Premiums | 0.00 | 14,705,427.00 | 14,705,427.00 | 0.00 |
| Total Resources | 609,200,440.00 | 625,755,867.00 | 311,007,731.17 | 314,748,135.83 |

| Appropriations | Original Budget | Amended Budget | Total Expended | Balance to Complete |
|---|----------------------------|---------------------------|---------------------------|--------------------------------|
| 10 Elementary School #8 | 50,917,526.00 | 50,917,526.00 | 60,731.44 | 50,856,794.56 |
| 20 Elementary School #9 | 55,517,521.00 | 55,517,521.00 | 401,198.53 | 55,116,322.47 |
| 30 Secondary School #2 | 179,990,620.00 | 179,990,620.00 | 87,957.50 | 179,902,662.50 |
| 40 Campus/District Facilities Projects | 177,393,335.00 | 173,718,436.00 | 1,451,965.64 | 172,266,470.36 |
| 50 FCA Projects | 36,312,528.00 | 36,260,427.00 | 652,166.59 | 35,608,260.41 |
| 60 Technology Improvements | 60,790,110.00 | 60,790,110.00 | 11,123,664.90 | 49,666,445.10 |
| Construction/Renovation | 560,921,640.00 | 557,194,640.00 | 13,777,684.60 | 543,416,955.40 |
| 81 Curriculum and Instructional Material: | 1,800,000.00 | 5,452,003.00 | 49,032.07 | 5,402,970.93 |
| 82 Copy Machines | 585,300.00 | 585,300.00 | (18,600.00) | 603,900.00 |
| 83 Maintenance | 273,500.00 | 273,500.00 | 0.00 | 273,500.00 |
| 84 Transortation | 9,620,000.00 | 9,620,000.00 | 130,279.40 | 9,489,720.60 |
| 85 District Furniture & Equipment | 1,500,000.00 | 1,575,000.00 | 17,328.10 | 1,557,671.90 |
| 90 Land | 15,000,000.00 | 15,000,000.00 | 15,090,028.88 | (90,028.88) |
| 91 Bond Closing | 4,000,000.00 | 4,000,000.00 | 2,059,864.36 | 1,940,135.64 |
| 94 Contingency | 12,000,000.00 | 28,480,424.00 | 0.00 | 28,480,424.00 |
| 95 Program Management | 3,500,000.00 | 3,500,000.00 | 0.00 | 3,500,000.00 |
| 98 Miscellaneous | 0.00 | 75,000.00 | 74,087.00 | 913.00 |
| Other Programs | 48,278,800.00 | 68,561,227.00 | 17,402,019.81 | 51,159,207.19 |
| Total 2023 Bond Program | 609,200,440.00 | 625,755,867.00 | 31,179,704.41 | 594,576,162.59 |



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Bully Prevention Presentation

RECOMMENDED ACTION

For Presentation/Discussion only.

RATIONALE

Update on bully prevention actions and activities.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Jennifer Lyon - Director of Health and Social Emotional Learning
Tasha Barker - Assistant Superintendent of Organizational Services

ATTACHMENTS

None

MEETING DATE

October 18, 2023



™ One Community. One Purpose.
All HEART

Bullying Prevention
Lake Travis ISD
2023-2024



Strategic Goals - We Are One Community & We Each Belong

- SHAC
- Diversity Committee
- Campuses



October is National Bullying Prevention Month

- Unity Day- Promote kindness, acceptance, and inclusion to prevent bullying
- Orange is a color associated with safety
- Focus on behaviors we want to prevent bullying
- Bullying Prevention Committees at campuses



Elementary Campuses

- Bullying prevention and kindness lessons in classrooms all month
- Morning announcements and broadcast messages
- Kindness activities such as meet 3 new peers challenge, mix it up at lunch, bully free pledge, dress up days, class meetings with a message, notice you being kind giveaways, buddy bench
- Writing kind notes to each other (staff and students)
- Assemblies and pep rallies promoting kindness and unity



Middle School Campuses

- Kindness/Smile Clubs sponsored by the UGLI Foundation
- Announcements and Broadcast messages
- Unity Day pledge
- Counselor lessons on conflict resolution
- Thank you cards and a shout out station at lunch
- Take what you need bulletin board (notes of encouragement)
- Chalk the walk to promote kindness
- Lionheart Assemblies at all middle schools last week of October



High School

- Lionheart Assemblies the last week of October
- Bullying Prevention Committee Meeting
- Counseling Team focus on promoting kindness
- Morning announcements and awareness
- Senior Meeting promoting kindness



Parenting Series

- October 4th- "Bullying- Stop the Cycle"
- November 1st- "ABCs of Substance Use & Vaping"
- January 31st- "Social Media- Protecting Your Child"
- March 6th- "How to Motivate Your Child"



Cavs Who Care Tip Line

- Presentation to secondary students on how and when to use the Tip Line
- Use data trends from tips to address macro level concerns at campuses



On Going Projects

- Working with LTEF to plan future prevention initiatives
- Considering surveys to collect data on climate and safety
- Committee meetings at district and campus level to continue prevention efforts
- Wellness initiatives supported by the Engage & Heal Foundation



Policies & Procedures for Reports of Bullying

- Trained administrative staff on policies and procedures
- All staff complete Bullying Prevention Training Annually through the EduHero Platform
- Reviewed and revised all forms for the 23-24 school year
- Streamlined the procedure step-by-step



Questions & Comments

Thank you!



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Curriculum and Instruction Update – Learning Together Checkpoints and Districtwide PLCs

RECOMMENDED ACTION

For Presentation/Discussion only.

RATIONALE

The Curriculum and Instruction Department will provide an update on the implementation of Learning Together Checkpoints as well as our first districtwide PLCs to analyze the results of common assessments administered across all campuses.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Stefani Vickery - Assistant Superintendent, Curriculum & Instruction
Dr. Lyndsae Benton - Executive Director of Curriculum & Instruction

ATTACHMENTS

None

MEETING DATE

October 18, 2023

**Learning Together Checkpoints (LTCs)
and
Districtwide Professional Learning
Communities (PLCs)**



What is a Learning Together Checkpoint?

LTCs were implemented in response to our curriculum audit.

- Common assessments given on all campuses
- Short (usually 10-14 questions)
- Administered three times per year



Purpose of LTCs

Teaching

What do we want students to know and be able to do?

Ensures equity in the learning between campuses.

Ensures equal access to the state required standards for all students.

Learning

How will we know if they learned it?

An assessment *for* learning not *of* learning for continued growth.

Responding

What will we do if they haven't learned it? What will we do if they already know it?

Allows teachers and teams to systematically adjust or respond to student learning.

How does an LTC compare to other types of assessments?

| | Formative Assessments | Team Assessments | Midterms / Finals | Learning Together Checkpoints | MAP Growth (Elem and Middle Only) | Interims |
|------|---|---|---|--|---|---|
| What | Teacher-level snapshot of student learning | Team-level snapshot of student learning | Cumulative semester assessment | District-level snapshot of student learning based on the Essential Standards and Priority TEKS | Norm-referenced, adaptive, grade independent universal screener | Assessments aligned to the TEKS that are tested & in the format/platform of STAAR |
| Why | Monitors student learning in-the-moment to provide ongoing feedback that can be used by instructors to respond to student learning. | Ensure parity in the learning between classrooms Encourages teamwork Allows for team response | Cumulative indicator of how well a student is absorbing, processing and retaining the class material. | Encourages accountability Ensures parity in the learning between campuses. Ensures equal access to the state required standards for all students. Gives district and teams snapshots of student learning so we can systematically adjust or respond. Monitors student progress towards mastery of Essential Standards and other cycle content standards. | MAP Growth measures and tracks student growth and performance. MAP Growth provides a detailed report of what students are ready to learn and the level at which they are ready to access the content and skills. Educators can track growth through the school year and over multiple years and projected proficiency on state assessments. | Interim assessments help to monitor students progress and predict student performance on the end of year STAAR. They also give the student an opportunity to interact with the online platform and item types prior to STAAR |

Tightly Held / Loosely Held

| TIGHTLY Held Expectations | LOOSELY Held Expectations |
|---|---|
| LTCs are administered within the specific testing window (first 3 cycles only) | Teams decide the administration date within the testing window |
| | Teams decide whether the LTC is taken as a grade (may be minor or major) |
| LTCs are aligned with the pacing of the YAG | Teams / individuals decide HOW to teach the standards |
| Student performance data is reviewed in PLCs to guide future teaching | Teams decide how to spiral and reteach areas of concern shown on checkpoints |
| Students do not see the assessment questions before the assessment is given | After assessment is given, teachers / teams can decide how to use and/or review questions |

LTC Design

LTCs must include but are not limited to...

- A way to get a glimpse into student thinking
- Essential Standards
 - Spiral Essential standards
- Priority Standards
- Other Readiness, Supporting, Process Standards as applicable
- STAAR 2.0 item types



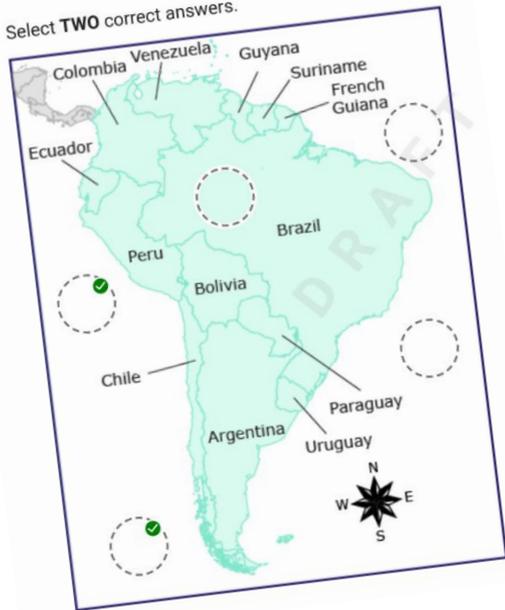
How were the LTCs created?

Interactive Response HOT SPOT

This is a map of South America.

Where is the Pacific Ocean located on the map?

Select **TWO** correct answers.



Constructed Response

A biologist has isolated an unknown polymer from a culture of bacteria. The biologist breaks down the polymer into its subunits, which turn out to be amino acids.

B.9(A) [R] | Biology 4

- What type of molecule is the polymer?
- What is a likely function of the polymer in the bacteria? Use what you know about the structure and function of biomolecules to explain why your prediction is reasonable.

Interactive Response HOT SPOT

4.2(D) [S] | M1

Choose each number on the number line that will round to 5,000 when rounded to the nearest thousand.

Select **THREE** answers.



Grading

Each *Campus Team* determines if it will be collected as a grade and the type of grade.

- No Grade
- Daily Grade
- Quiz
- Major Grade



LTC Administration Windows

Dates for LTCs:

Cycle 1: Sept 18 - Sept 26

Cycle 2: Oct 30 - Nov 7

Cycle 3: Feb 12 - Feb 23



How do we use the data?

Curriculum Decisions

High level

Example:
A change to the
scope & sequence

Classroom level

Example:
Assigning students
to small groups

Teacher / Student-level Decisions



District-wide PLCs
follow each LTC administration



Rough Hollow Elementary

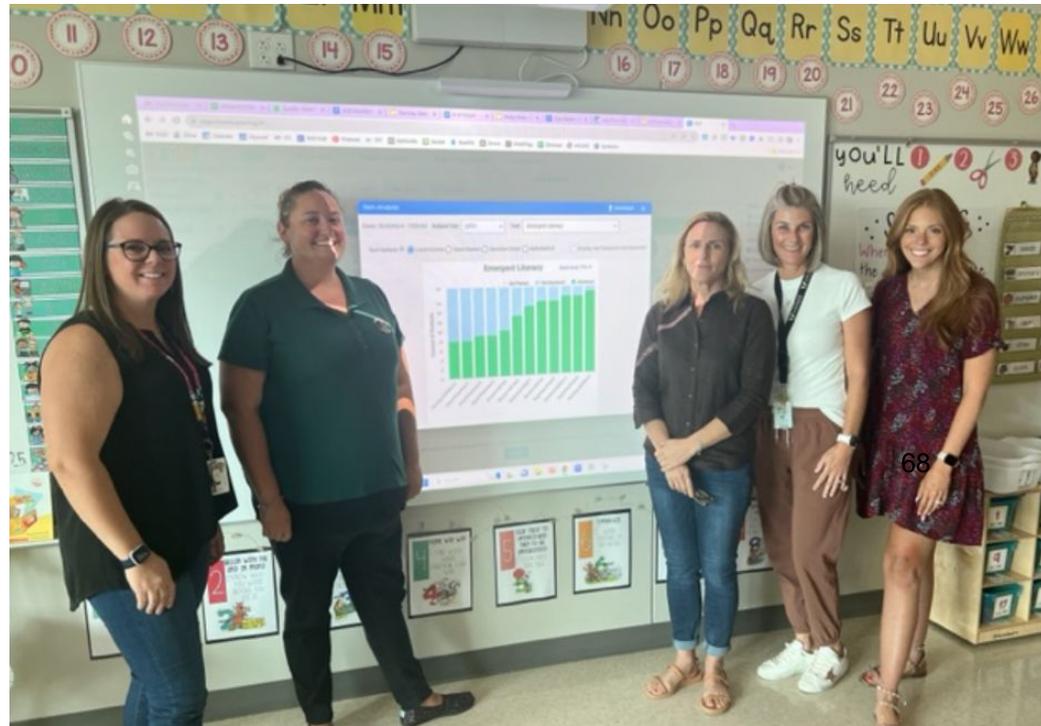
| Team | Session 1 (12:30 pm - 2:15 pm) | Session 2 (2:30 pm - 3:00 pm) |
|---------------------------|--|---|
| Kindergarten (STEM) | In person, campus teams Room 103 Facilitator: Jessica Henry | Virtual, district teams Google Meet Facilitator: Lauren Bryan |
| Kindergarten (Humanities) | | Virtual, district teams Google Meet Facilitator: Vanessa Randels |
| 1st Grade (STEM) | In person, campus teams Room 117 Facilitator: Jenesia Buschman | Virtual, district teams Google Meet Facilitator: Ashley Nauta |
| 1st Grade (Humanities) | | Virtual, district teams Google Meet Facilitator: Jullianne Jenkerson |
| 2nd Grade (STEM) | In person, campus teams Room 206 Facilitator: Jody Strauss | Virtual, district teams Google Meet Facilitators: Kim Kellner & Kim Fromberg |
| 2nd Grade (Humanities) | | Virtual, district teams Google Meet Facilitators: Lorraine Lopez & Karen Reich |
| 3rd Grade (STEM) | In person, campus teams Room 304 Facilitator: Heather Ibarra | Virtual, district teams Google Meet Facilitators: Chareese Hatfield & Laura Sykes |
| 3rd Grade (Humanities) | | Virtual, district teams Google Meet Facilitators: Lizeth Thompson & Sam Hicks |
| 4th Grade (STEM) | In person, campus teams Room 405 Facilitator: Christine Pencak | Virtual, district teams Google Meet Facilitators: Nicole Taylor & Josie Sellers |
| 4th Grade (Humanities) | | Virtual, district teams Google Meet Facilitators: Keegan Lueddecke & Candace Shroud |

Hudson Bend Middle School

| Team | Session 1 (1:30 pm - 3:05 pm) | Session 2 (3:20 pm - 4:10 pm) |
|------------------------|--|--|
| ELA 6 | In person, campus time Room 757 Facilitator: Laura Keogh | Virtual, district time Google Meet Facilitator: Laura Keogh |
| ELA 7 | | Virtual, district time Google Meet Facilitator: Natalie Nowrocki |
| ELA 8 | | Virtual, district time Google Meet Facilitator: Lauren Feist |
| Math 6 / Honors Math 6 | In person, campus time Room 678 Facilitator: Jessica Barr | Virtual, district time Google Meet Facilitator: Jessica Barr |
| Math 7 | | Virtual, district time Google Meet Facilitator: Cristy Rizzoli |
| Math 8 | | Virtual, district time Google Meet Facilitator: Melanie Beninga |
| Algebra I | Virtual, district time Google Meet Facilitator: Donna Peterson | |
| Geometry | Virtual, district time Google Meet Facilitator: Cody Redfern | |
| Science 6 | In person, campus time Room 801 Facilitator: Brian Gill | Virtual, district time Google Meet Facilitator: Brian Gill |
| Science 7 | | Virtual, district time Google Meet Facilitator: Keitha St. Clair |
| Science 8 | | Virtual, district time Google Meet |
| Social Studies 6 | Virtual, district time Google Meet | |



Teachers learning together!



Examples of what teachers uncovered together

- **6th grade RLA**
 - All three campuses found that students struggled with the same 3 questions.
- **Kinder**
 - Teachers made connections between Reading Academies STR and our students struggling with letter sound correspondence. They talked about specific strategies we can use districtwide like sound walls.



Examples of what teachers uncovered together

- **5th STEM**
 - Teachers noticed a pattern with standard algorithm multiplication and estimation. They shared ideas about ability grouping.
- **2nd grade**
 - Teachers shared specific warm-ups regarding skill gaps with inferencing. The principal facilitating made connections to similar observations from 4th grade.



Teachers learning together!



Overheard during the meetings

“

I appreciate this time. We got the opportunity to do something we care about.

We need constant checks for progress. This new assessment was perfect. It gives us exactly what we need to make better decisions. (1st grade)



Overheard during the meetings

“

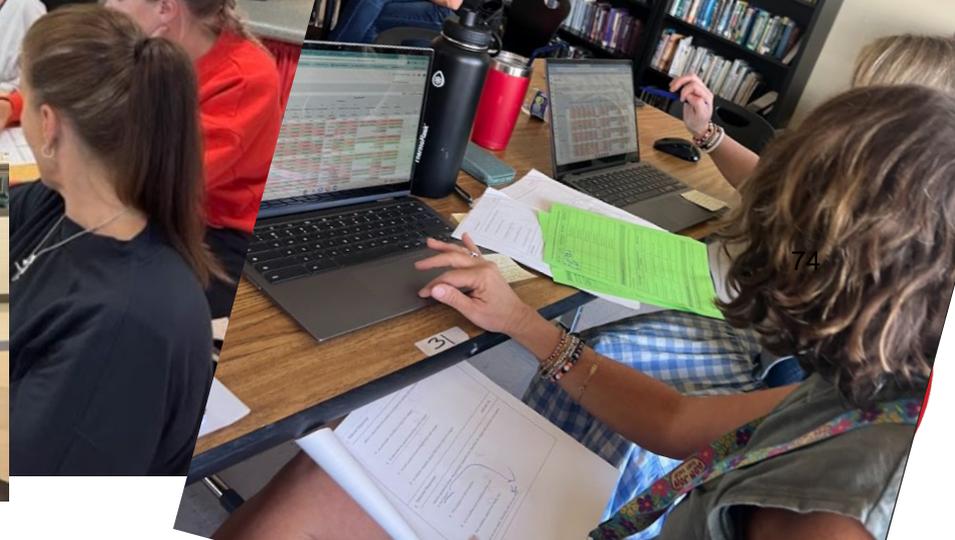
Question 12 proved to all of us that we HAVE to go back and reteach that, right? (8th RLA)

I have questions about how you guys are doing interventions at your campus. (Kinder)

I'm so thankful for this time! We never have the opportunity to really dive in like this. (4th grade)



Teachers learning together!



Feedback from Teachers

77% of survey respondents indicated that their team identified opportunities for improvement from the LTC data.

61% of respondents reported that after analyzing their LTC data together, they made adjustments to lesson plans.

62% of respondents said “this process gave me an opportunity to identify standards that I need to reteach or review with my students.”



Survey Feedback

“

The greatest benefit was realizing that other campuses had struggles with the same question.

It was beneficial to hear other ideas about how to respond to our data.

Being able to collaborate and plan helps us be better teachers.



Plans for Upcoming LTCs and Districtwide PLCs



Questions?





AGENDA ITEM ACTION SHEET

AGENDA ITEM

Beginning of the Year Universal Screener Data K-8

RECOMMENDED ACTION

For Presentation/Discussion only.

RATIONALE

LTISD administers beginning of the year universal screeners to every K-8 student in reading and math. NWEA MAP Growth (Measures of Academic Progress) data for grades K-8 math and 3-8 reading, and Grades K-2 mCLASS TX Edition data for reading will be shared.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Tasha Barker - Assistant Superintendent of Organizational Services
Kathy Burbank - Director of Accountability & Assessment

ATTACHMENTS

None

MEETING DATE

October 18, 2023



Universal Screener Beginning of Year Data Fall 2023

School Board Presentation
October 18, 2023

Universal Screeners

Purpose:

Provides the data educators need to predict gaps in learning in individual students, classrooms, and grade levels. Teachers can provide extra practice and additional, intentional instruction right away, when the learning gaps are still small, to prevent larger learning gaps later.

In LTISD we administer NWEA MAP Growth & Amplify mCLASS.

map GROWTH

NWEA™ (Northwest Evaluation Association) - Measures of Academic Progress (MAP®)

- Universal Screener designed to support growth
- Aligned to the Texas Essential Knowledge and Skills (TEKS)
- Given 3 times a year
 - BOY - September 5-8
 - MOY - January 23-25*
 - EOY - May 7-9
- Available in English and Spanish for grades K-5
- Used as one indicator for progress monitoring for MTSS and Accelerated Instruction
- One indicator as a projection of performance on STAAR
- Administered to grades K-8 in Math and 3-8 in Reading

How to read the data...

The students are given a percentile score based on national norms set in 2020.

A student with a 70th percentile had 30% of the students score above and 70% of the students below their score. 50th percentile is the median.

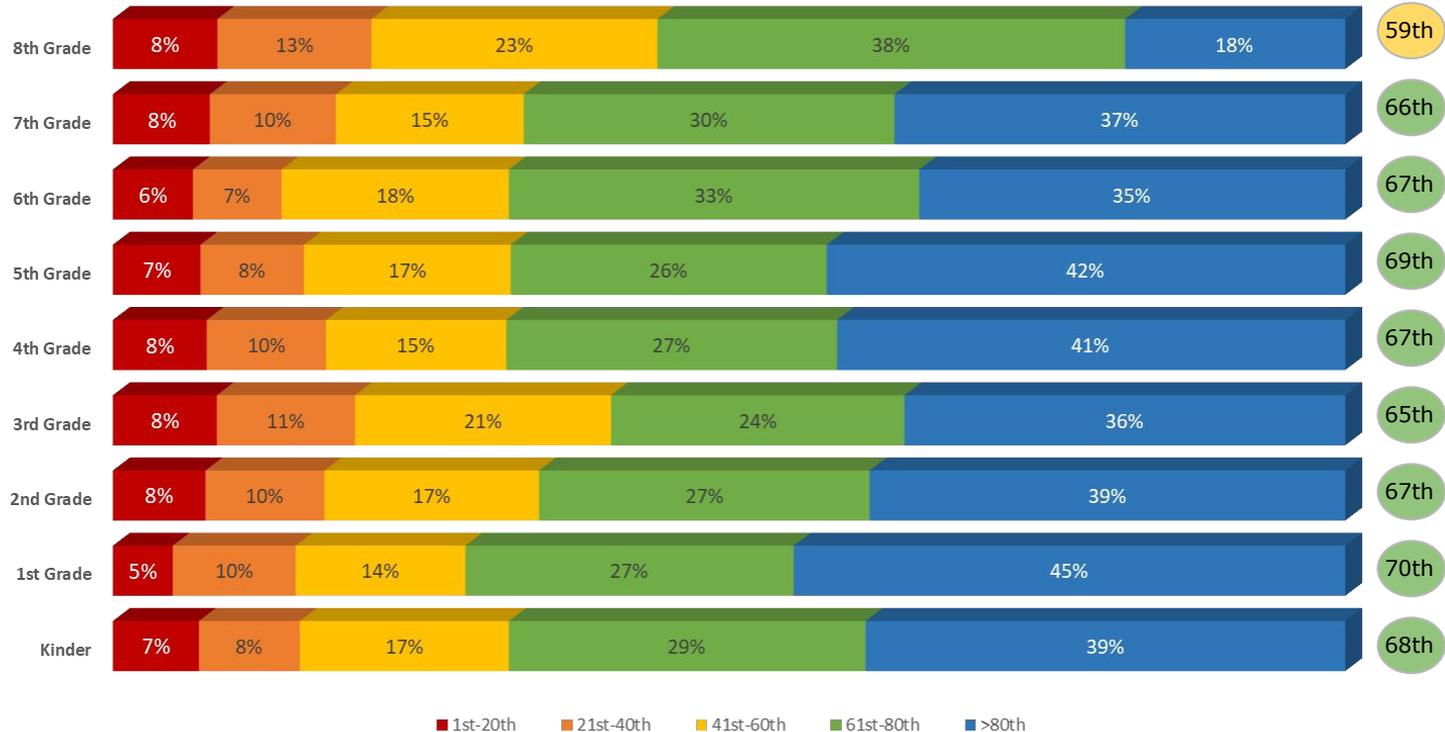
In Lake Travis ISD, if a student scores below the 25th percentile then they are considered for the MTSS (Multi-Tiered System of Supports) process to target support for struggling students.

83

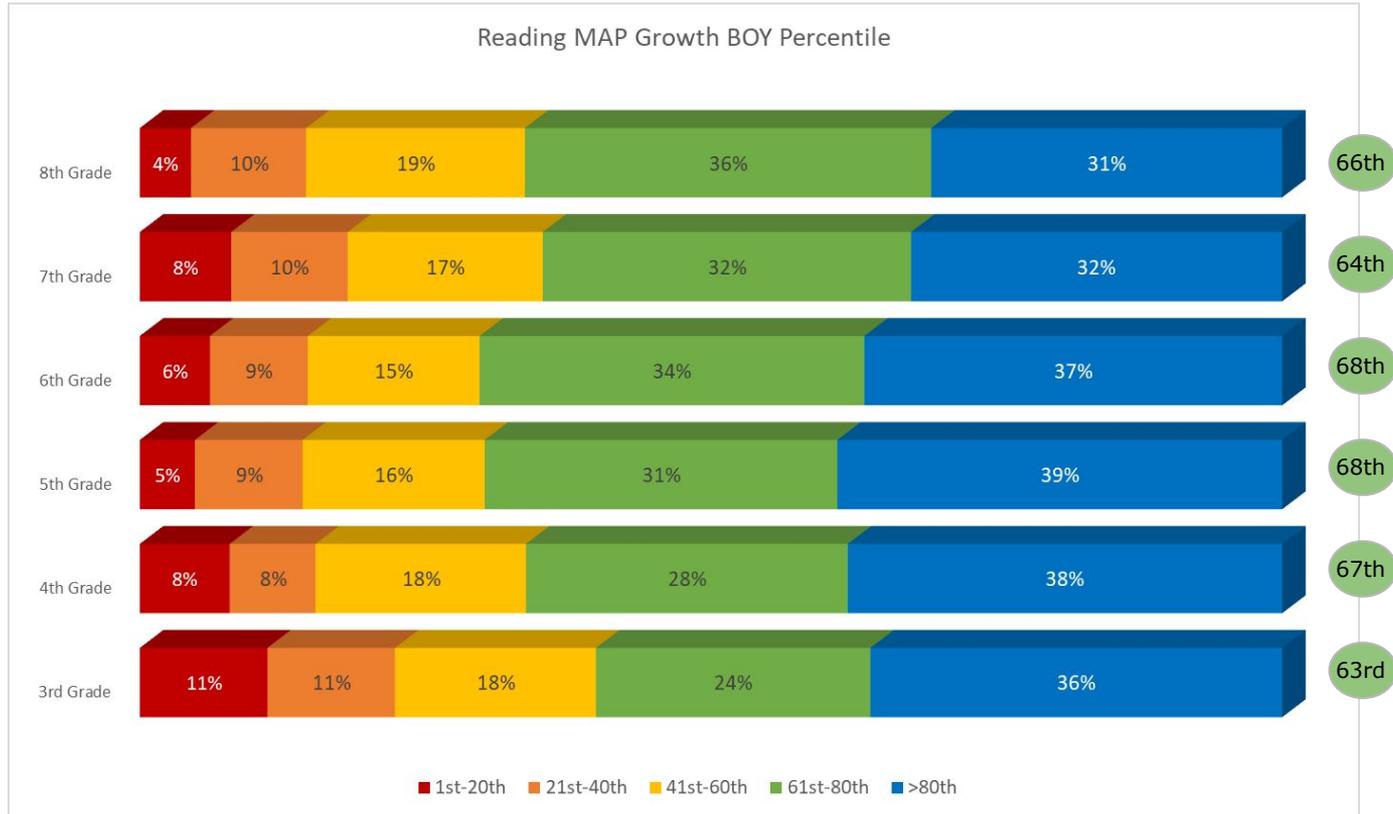
| | | | | |
|-------------------------|-----------------------------|---------------------------|-----------------------------|--------------------------|
| Low %tile <21 | LoAvg %tile 21-40 | Avg %tile 41-60 | HiAvg %tile 61-80 | High %tile >80 |
|-------------------------|-----------------------------|---------------------------|-----------------------------|--------------------------|

Math MAP Growth BOY Summary

Math MAP Growth BOY Percentile



Reading MAP Growth BOY Summary

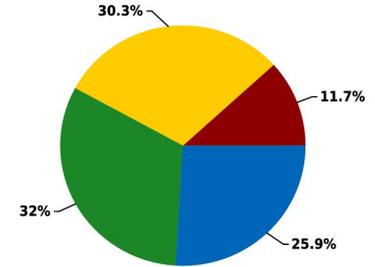


District-wide Projection on STAAR (after 4 weeks of instruction)

Math: Math K-12

Projected to: **State of Texas Assessments of Academic Readiness** taken in **spring**.

View Linking Study: <https://www.nwea.org/resources/texas-linking-study/>

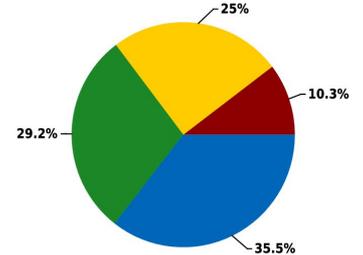


| Grade | Student Count | Did not Meet | | Approaches | | Meets | | Masters | |
|--------------|---------------|--------------|--------------|-------------|--------------|-------------|--------------|-------------|--------------|
| | | Count | Percent | Count | Percent | Count | Percent | Count | Percent |
| 2 | 798 | 107 | 13.4% | 272 | 34.1% | 258 | 32.3% | 161 | 20.2% |
| 3 | 794 | 125 | 15.7% | 266 | 33.5% | 198 | 24.9% | 205 | 25.8% |
| 4 | 826 | 134 | 16.2% | 257 | 31.1% | 217 | 26.3% | 218 | 26.4% |
| 5 | 856 | 72 | 8.4% | 227 | 26.5% | 247 | 28.9% | 310 | 36.2% |
| 6 | 862 | 75 | 8.7% | 230 | 26.7% | 330 | 38.3% | 227 | 26.3% |
| 7 | 801 | 80 | 10.0% | 222 | 27.7% | 281 | 35.1% | 218 | 27.2% |
| 8 | 448 | 39 | 8.7% | 159 | 35.5% | 192 | 42.9% | 58 | 12.9% |
| Total | 5385 | 632 | 11.7% | 1633 | 30.3% | 1723 | 32.0% | 1397 | 25.9% |

District-wide Projection on STAAR (after 4 weeks of instruction)

Projected to: **State of Texas Assessments of Academic Readiness** taken in **spring**.

View Linking Study: <https://www.nwea.org/resources/texas-linking-study/>



| Grade | Student Count | Did not Meet | | Approaches | | Meets | | Masters | |
|--------------|---------------|--------------|--------------|-------------|--------------|-------------|--------------|-------------|--------------|
| | | Count | Percent | Count | Percent | Count | Percent | Count | Percent |
| 2 | 78 | 15 | 19.2% | 41 | 52.6% | 14 | 17.9% | 8 | 10.3% |
| 3 | 793 | 125 | 15.8% | 201 | 25.3% | 222 | 28.0% | 245 | 30.9% |
| 4 | 821 | 108 | 13.2% | 225 | 27.4% | 210 | 25.6% | 278 | 33.9% |
| 5 | 855 | 83 | 9.7% | 211 | 24.7% | 218 | 25.5% | 343 | 40.1% |
| 6 | 863 | 72 | 8.3% | 235 | 27.2% | 274 | 31.7% | 282 | 32.7% |
| 7 | 825 | 82 | 9.9% | 190 | 23.0% | 257 | 31.2% | 296 | 35.9% |
| 8 | 804 | 36 | 4.5% | 155 | 19.3% | 275 | 34.2% | 338 | 42.0% |
| Total | 5039 | 521 | 10.3% | 1258 | 25.0% | 1470 | 29.2% | 1790 | 35.5% |

mCLASS® TX Edition

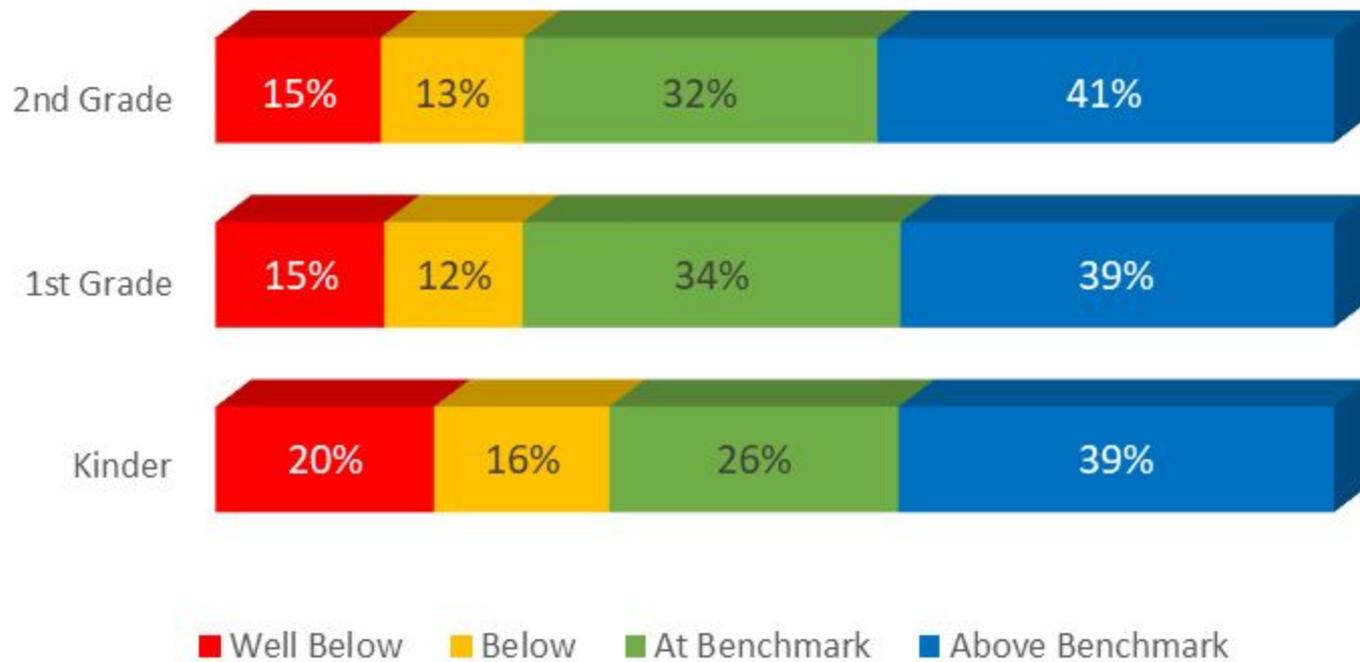
- Universal Screener for K-2 Reading
- Amplify
- DIBELS ® (Dynamic Indicators of Basic Early Literacy Skills) University of Oregon
 - Letter Naming Fluency
 - Phonemic Segmentation Fluency
 - Nonsense Word Fluency
 - Word Reading Fluency
 - Oral Reading Fluency
 - Maze - 2nd grade
 - Composite Score
- Required PEIMS Submission - Early Reading Inventory (ERI)
- Required PEIMS Submission - Early Childhood Data System (ECDS)
- Required PEIMS Submission - Dyslexia Screener

88

* BOY= Sept 5-8, MOY= Jan 23-25, EOY= May 7-9



mCLASS Reading Grades K-2



Questions



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Board Update on Special Services

RECOMMENDED ACTION

For Presentation/Discussion only.

RATIONALE

Curriculum and Instruction Services will provide an update on Special Services, which includes Special Education, Section 504, Dyslexia, and Multi-Tiered Systems of Support (MTSS).

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Stefani Vickery – Assistant Superintendent of Curriculum & Instruction
Shelly Schuessler - Director of Special Services

ATTACHMENTS

None

MEETING DATE

October 18, 2023



Special Services Team 2023 - 2024

Special Services Team



Denise Wake
*Assistant Director of
Special Services - ECSE, Lifeskills*



Debbie Cummins
*Special Services
Coordinator - G3*



Brook Roberts
*Special Services Coordinator
- SDC*



Krystie Griffin
*Special Services Coordinator -
504, MTSS, Dyslexia*



Angela Hrapchak
*Special Services Coordinator
- Curriculum & Instruction*



Siiri Marquardt
*Special Services Coordinator
- Assessment*



Shelly Schuessler
*Director of
Special Services*

Special Services Team



Jane Tragesser
Lead Speech Language Pathologist



Kelsey Theis
Lead School Psychologist



Diane Tilley
Lead Dyslexia Teacher



Matthew Zajac
Lead OT



Lyndsey Ackerman
Instructional Coach
Elementary Special Education



Clare Birdsall
Instructional Coach
Elementary Special Education



Megan Butler
Instructional Coach
Secondary Special Education



Shelly Schuessler
Director of
Special Services

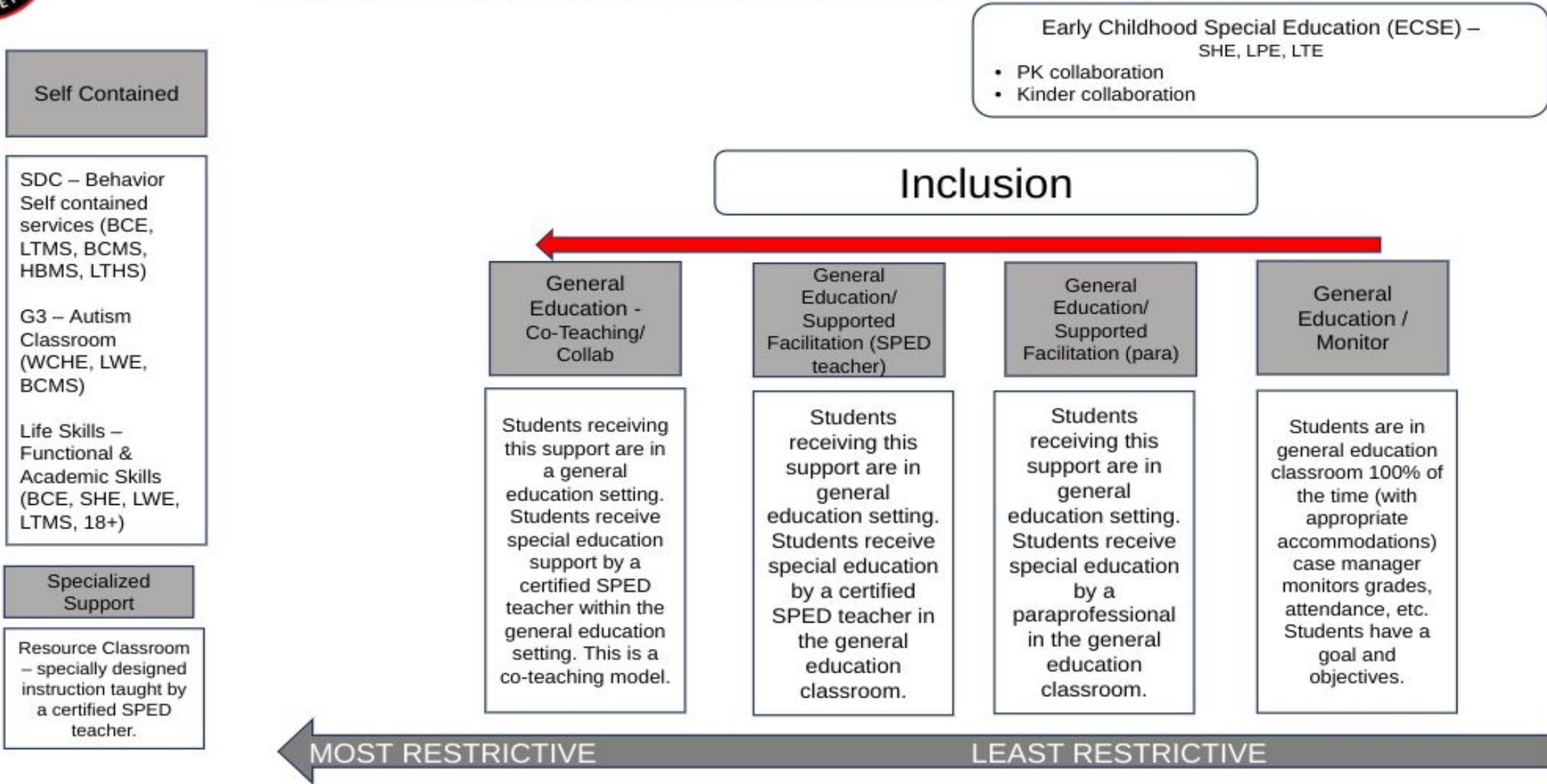


Current Enrollment

| | | |
|--------------------------|------------------------|------------|
| Special Education | 1, 539 students | 14% |
| Section 504 | 1, 208 students | 11% |
| Dyslexia | 780 students | 7% |



Lake Travis ISD Continuum of Services





G3 Classroom

Get ready, get set, go!

G3 - (WCHE, LWE, BCMS)



G3 Classroom



- Three programs within our district – WCHE, LWE and BCMS.
- Students are identified with Autism and require a more restrictive setting that includes supports for functional and academic skills.
- The goal of the program is to establish skills at an early age to allow the student to GO into the general education classroom as they grow.



SDC Classroom

Social Development Classroom

(BCE, LTMS, BCMS, HBMS, LTHS)



SDC Classroom



- There are five SDC programs within our district – each middle school and high school have an SDC class and one elementary class at BCE.
- The focus for this classroom is behavior, social skills and appropriate interactions and academics.
- Students maybe on grade level however the need for intense, behavior support keeps the student from being able to function in the LRE.



Life Skills

Functional & Academic Skills

(BCE, SHE, LWE, LTMS, LTHS, 18+)

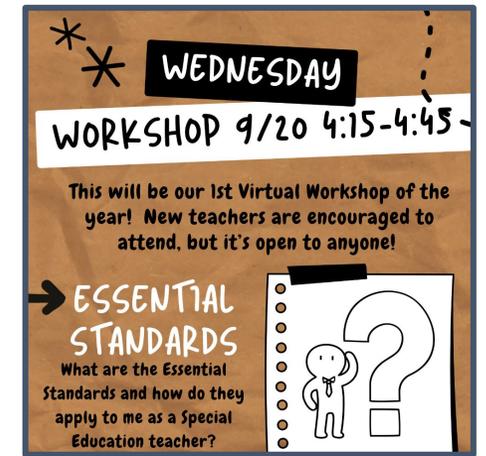


Life Skills Classroom

- Five classrooms within our district - BCE, SHE, LWE, LTMS, LTMS, 18+.
- Students are identified with significant cognitive disabilities and require a more restrictive setting that includes supports for both functional and academic skills.
- Students take the STAAR ALT Assessment.
- The goal of the program is to develop skills which will allow students to live independently and transition into adulthood.



Supports in Special Services



Instructional Coaches

- Offer professional development throughout the year – Wednesday Workshops!
- Facilitate department head meetings monthly
- Support special education teachers with Tier 1 instruction, PLAAFP development goal, and objective writing.
- Coach and support teachers with classroom instruction.



School Based Occupational and Physical Therapy

Areas of OT/PT Support in the Educational Setting

- **Fine Motor:** overall use of arms and hands to complete precise tasks
- **Sensorimotor:** utilizing sensory input for a motor response
- **Self-Help:** ability to complete age appropriate self-care tasks



Dyslexia Services

All eleven campuses have a trained dyslexia teacher to service identified students.



BOWLING
11/1/23-11/3/23

SOCCER
3/22/2024

CYCLING
4/6/2024

NEW THIS YEAR

FLOORBALL
2/17/2024

BASKETBALL
2/24/2024

TRACK & FIELD
4/3/2024



LAKE TRAVIS
SPECIAL OLYMPICS TEXAS



**Special
Olympics**
Texas



Preparing Students for life After High School



Project Search

- **Partnerships with Baylor Scott & White-Lakeway, Goodwill Industries, and Texas Workforce Solutions Vocational Rehabilitation Services.**
- **Vocational Opportunities throughout the hospital (Deliveries, Stocking Supplies, Patient Room Set Up, Kitchen Assistance, Recycling, etc.,)**
- **Real-world experiences to practice job searching, financial planning, communication skills and support in obtaining paid employment and/or continuing education.**

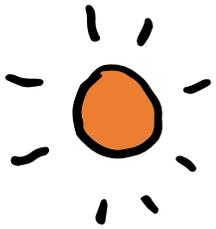


18 Plus

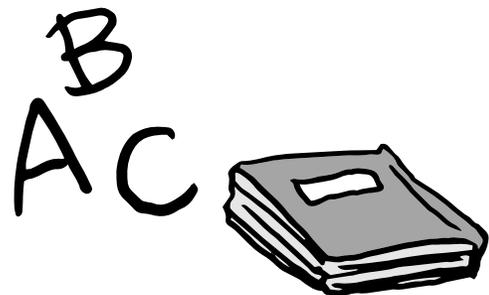
- Vocational Opportunities at various location within the community (Old Navy, LTISD Distribution Center, Mobile Loaves and Fishes, LT Thrift)
- Real-world experiences to practice independent living skills.
- Community Outings to practice social skills and enjoy time with peers!
- Cottage Cafe - coffee shop at the high school!!



Parental Involvement Activities



Inaugural Early Childhood Night



September 7, 2023
Serene Hills Elementary

ABC and 1,2,3s of Early Childhood Night

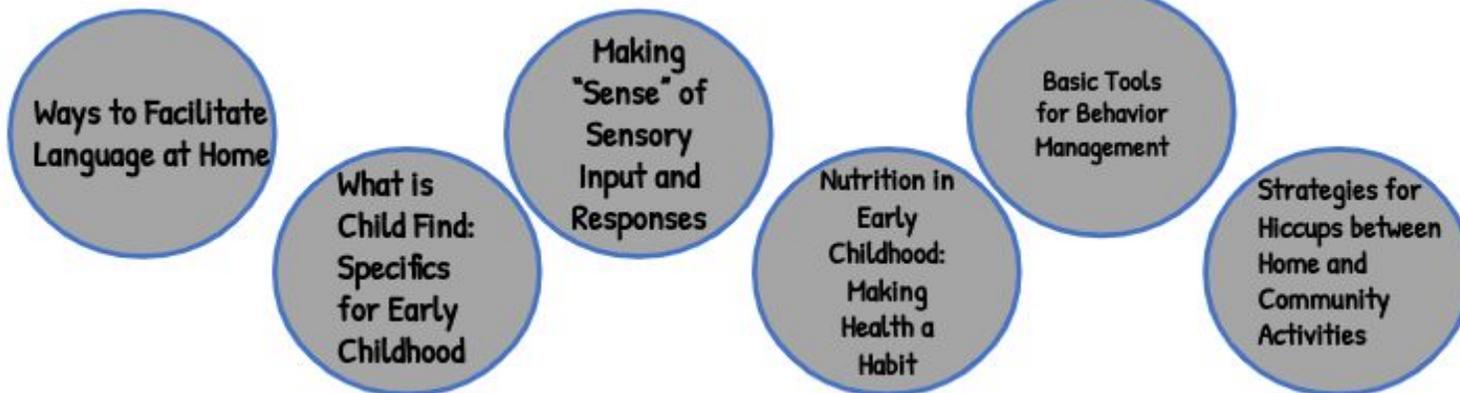
12 community organizations participated

Action Behavior Centers
Cultivate Behavioral Health and Education
FOCUS Behavioral
LTEF
LTISD Dual Language/ESL Program
LTISD SEPAC

Any Baby Can
Easter Seals Little Lonestar Academy
Lake Travis Community Library
LTISD Pre-Kindergarten Program
Partners Resource Network
Texas Children's Pediatrics



6 sessions were presented by LTISD staff





DYSLEXIA PARENT NIGHT



October 11, 2023

5:30-8:00

Serene Hills Elementary



SESSIONS



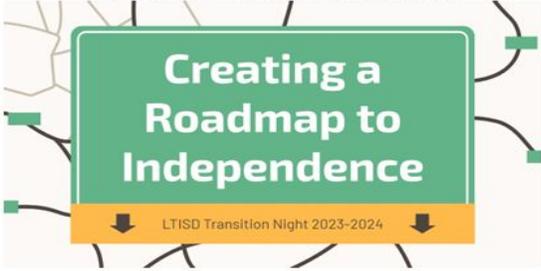
| Room | Title | Presenter(s) |
|---------|--|------------------------------------|
| Library | Welcome/Student Panel (5:30-5:50) | Krystie Griffin, Diane Tilley |
| 118 | Dyslexia Program Demonstration | Alice Johnson, Colea Podoloff |
| 131 | Home Support Resources | Michaela Buddle, Claudia Carpenter |
| 132 | STAAR Accommodations | Kathy Burbank |
| 133 | Dislexia y Estudiantes Bilingües | Sally Hernandez |
| 133 | Demostración del programa de dislexia | Sally Hernandez |
| 134 | Middle School Supports | Missy Giambruno, Monica Wommack |
| 135 | Dyslexia 101 | Erin Modde, LuAnne Ainsworth |
| 139 | Dysgraphia | Kelsey Theis |
| 141 | Learning Ally | Cherisse Kenyon, Amy Ledbetter |
| 142 | ACT/SAT Accommodations | Jen McNeil |
| 143 | Technology Supports | Sharon McMichael |
| 144 | Dyslexia Evaluation and Identification | Siiri Marquardt |

All parents of students identified with dyslexia have been invited to attend, and will have three opportunities to select from these sessions.

Transition Fair - November 14th



Lake Travis ISD Special Services Presents



Creating a Roadmap to Independence

LTISD Transition Night 2023-2024

We invite you for an evening of informational sessions centered around helping our children with disabilities and their families create a roadmap to independence through transition planning. Your child is never too young to start planning for the future!

Save the Date

TUESDAY,
November 14, 2023
5:30-8:30 PM

LTHS MAIN CAMPUS
3324 RANCH ROAD 620 South
AUSTIN TX, 78738

Participants will be able to choose from several sessions providing information such as college planning, agency contacts, post-secondary support groups, job training, and more. Specific sessions to be published prior to November 14th.

RSVP: <https://forms.gle/yGzA6UJK6ts24KjKA>
More information can be found at <https://www.ltisdschools.org/Domain/33>
or by contacting Erika Musick-Griffin musickgriffine@ltisdschools.org





G3 Parent Night

Parents of identified G3 students are offered autism specific information and support.

These trainings are in person and offered a minimum of four times a school year.

We are also offering a Sibling Support program with Eanes ISD through Baylor University this Spring.

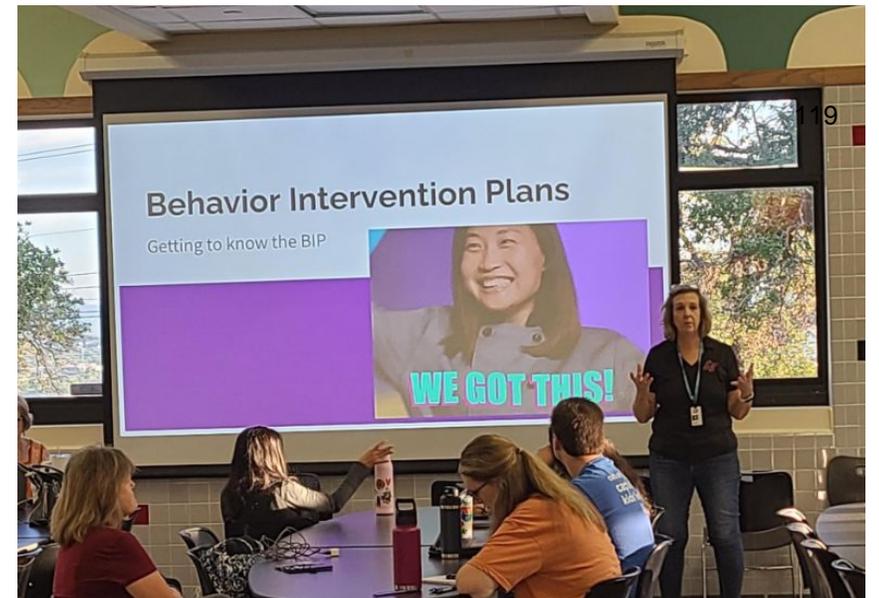
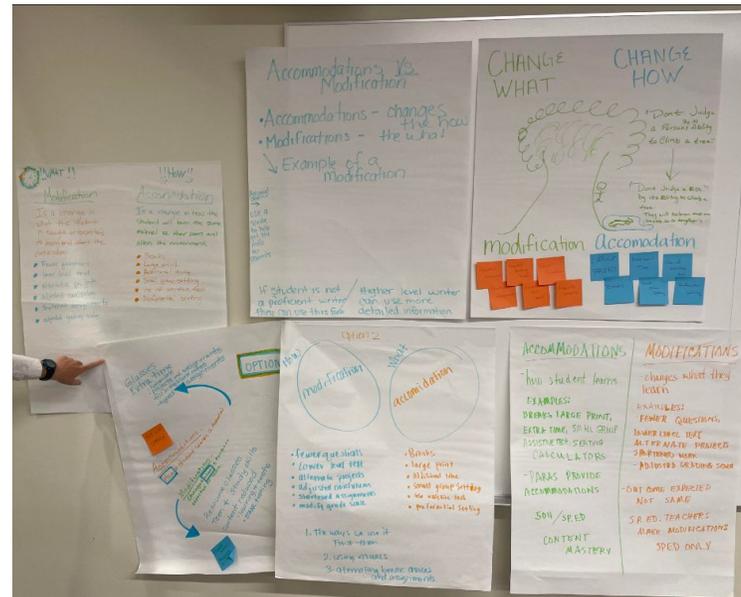


Professional Development



October 6th - Paraprofessional Training

Behavior in the Classroom, Understanding Accommodations & Paraprofessional TEA Guide





October 10th - Teacher Input Document

All special education teachers were trained on the new Teacher Input document being used to gather student data, and Personal Care Plan and AU Supplements.

120

The Teacher Input document allows all teachers to give input to allow the student to have a comprehensive PLAAFP document.



Exciting things to come in Special Services



- ★ **Implementation of Teacher Input Document across the district.**
- ★ **Continuum of Services and Least Restrictive Environment (LRE) training with campus administrators and campus staff.**
- ★ **MTSS and Child Find referral process alignment across the district.**
- ★ **Implementation of common processes and procedures – Personal Care Plan, AU Supplement, ARD procedures, criteria for program placement (SDC, G3, Lifeskills).**

Special Services Team at Fall Fest





AGENDA ITEM ACTION SHEET

AGENDA ITEM

Strategic Plan Update

RECOMMENDED ACTION

For Presentation/Discussion only.

RATIONALE

Update on the district strategic plan, steering committee and activities.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Tasha Barker - Assistant Superintendent of Organizational Services

ATTACHMENTS

Strategic Plan Presentation

MEETING DATE

October 18, 2023



Strategic Plan Update

October 18, 2023

IN LAKE TRAVIS ISD WE



Are One Community

We will bring our community together so that a welcoming neighborhood feel ensures all families feel connected, valued, and engaged.



Each Belong

We will include all community members and help students discover their interests so that we all feel a sense of connectedness.



Provide Best In Class Education

We will demonstrate a commitment to all students so that each child is prepared for life and successful in the path they choose.



Grow & Innovate Together

We will support our instructional staff, use data-based decision making, and partner with stakeholders to build off success and continuously improve.



Prioritize Wellness

We will make school a great place to be so that the social, emotional, and physical well being of our Lake Travis ISD community is supported.





We Are One Community

Strategies

- Bring the community together so that it is closely connected and proud of its schools, teachers, and staff.
- Tell positive stories so that all families are valued, supported, and engaged.
- Bring students together so that a welcoming neighborhood feel¹²⁸ is maintained throughout fast growth, while embracing and celebrating diversity and different perspectives.
- Engage underrepresented groups so that communication is transparent, consistent, two-way, and multilingual.



We Are One Community

Highlights

- Volunteer and mentor opportunities
- Fine Arts community involvement
- Mentoring and tutoring across grade levels
- Multilingual communication
- Flexible options for parent involvement
- My LTISD Story
- Norton's Notes



Each Belong

Strategies

- Foster a welcoming and inclusive environment where staff and students are encouraged to think critically and listen to diverse perspectives.
- Connect the community and celebrate success across the district¹³⁰ so that all students feel a sense of belonging to their school environment.
- Provide students with equitable opportunities and resources to discover their interests and exceed themselves.



Each Belong

Highlights

- Student work/accomplishment recognition
- Campus Reporter program
- Diversity Awareness Committee
 - Multicultural event in Spring 2024
 - Curriculum Audit
 - Heritage months
 - Support for families



Provide Best in Class Education

Strategies

- Ensure students are prepared for life, equipped to be critical thinkers, and global citizens.
- Ensure all learning needs are quickly identified, supported, and included.
- Ensure students have the skills they need to succeed in the post-secondary path they choose.
- Ensure highly qualified educators are recruited, cared for, and retained.



Provide Best in Class Education

Highlights

- Professional Learning Communities
- International Baccalaureate (IB)
- Two-Way Dual Language Program
- Associate Degree
- New Teacher Mentor Program - 2nd year
- Boot camps for Aspiring, New and Advanced Administrators



Grow and Innovate Together

Strategies

- Involve all stakeholders so that facility planning supports growth by prioritizing stakeholder wishes, hopes, and dreams.
- Use data to make decisions, evaluate progress, and continuously improve across the district.
- Establish an equitable K-12 technology model that is sustainable and innovative for staff and students.



Grow and Innovate Together

Highlights

- Refinement and expansion of CTE Programs of Study
- Engage community partners to enhance student programs
- Design teams for future campuses
- Renovate learning spaces to mirror professional environments
- Technology device upgrades and infrastructure improvements



Prioritize Wellness

Strategies

- Train and support staff to provide the emotional and wellness needs of students.
- Make school a safe and welcoming environment for all students and staff.
- Promote counseling services and resources available for families.



Prioritize Wellness

Highlights

- ROPES course
- Campus and district Wellness Committees
- Recess monitors to allow more planning time for teachers
- Administrator Bootcamps to welcome and educate new administrators
- Parent education series



2023 -2024 Steering Committee Members

Agis Mayra
Alison Spurlock
Amanda Prehn
Amber Hart
Ash Seth
Bertha Halfmann
Bitura Orakpo

Jason Buddin
Jill Mancino
Jo Ann Richmond
Melissa Williamson
Tiffanie Roberts
Traci Mendez



Q&A





AGENDA ITEM ACTION SHEET

AGENDA ITEM

Staffing Update

RECOMMENDED ACTION

For Presentation/Discussion only.

RATIONALE

Update on staffing for the 2023-2024 school year.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Evalene Murphy - Assistant Superintendent of Employee & Community Relations

ATTACHMENTS

None

MEETING DATE

October 18, 2023



HR Update

10-18-23

141

Evalene Murphy
Assistant Superintendent Employee & Community Relations



Staffing - New Hires

| Positions | New Hires 2022-2023 | New Hires 2023-2024 |
|---------------------|--------------------------------|--------------------------------|
| Teachers | 134 | 132 |
| Aides | 23 | 39 |
| Clerical | 13 | 10 |
| Professionals | 39 | 5 |
| Auxiliary | 8 | 4 |
| FANS | 3 | 13 |
| Transportation | 16 | 20 |
| Extended Care & CDC | 19 | 51 |
| Police | 1 | 6 |
| Administrators | 11 | 8 |
| Totals | 267 Through 8-17-22 | 288 Through 10-16-23 |



Vacancy Information

| Position | # Vacancies 8-2022 | # Vacancies 10-2023 |
|----------------------------|-----------------------|------------------------|
| General Education Teachers | 1 | 7 |
| Special Education Teachers | 11 | 6 |
| Counselors | 2 | 0 |
| Bus Drivers | 48 | 29 |
| FANS | 35 | 25 |
| Clerical | 0 | 0 |
| Administrative | 2 | 1 |

| General Education Teachers | Vacancies |
|----------------------------|--------------------------|
| SHE | 5 th |
| LTE | K 4 th (3) |
| LTHS | Social Studies Math |

| Special Education Teachers | Vacancies |
|----------------------------|-----------|
| BCE | 2 |
| LTE | 1 |
| BCMS | 1 |
| HBMS | 1 |
| LTHS | 1 |



Pay Increase History

10-1-23

| Fiscal Year | Raises - All Staff | One-time Payments - All Staff |
|-------------|-------------------------------|--|
| 2023-2024 | 3% | Targeted Adjustments: Teachers/Librarians Teacher Substitutes All staff under \$17 FANS Transportation Aides Assistant Principals Administrative Assistants/Clerical |
| 2022-2023 | 4% Admin 7% All Others | 1,000 all staff Targeted Adjustments: Teachers/Librarians Bus drivers All staff under \$15 Other positions |
| 2021-2022 | 2% | 2 payments: 2% Admin, 3% All Others of midpoint paid in Dec and May 2% All Staff of midpoint paid in April and May |
| 2020-2021 | 2% | 2% |
| 2019-2020 | 5.3% T,L,C,N 4% All Others | 2% Admin 4% All Other Staff |
| 2018-2019 | 3% | 1% |
| 2017-2018 | 3% | 1% |
| 2016-2017 | 2% | - |
| 2015-2016 | 2% | 0.5% |
| 2014-2015 | 2% | 0.5% |
| 2013-2014 | 1.5% | - |
| 2012-2013 | 2.5% | 0.5% |
| 2011-2012 | - | - |



Teacher Pay

Teacher/Librarian Salary Comparison – 2023-2024

| Year | District | 0-Year | Rank | 5-Year | Rank | 10-Year | Rank | 15-Year | Rank | 20-Year | Rank | 25-Year | Rank | 30-Year | Rank |
|---------|--------------|--------|------|--------|------|---------|------|---------|------|---------|------|---------|------|---------|------|
| 2022-23 | LTISD | 53,000 | 7 | 58,630 | 1 | 60,252 | 2 | 63,302 | 2 | 66,352 | 2 | 69,402 | 2 | 70,702 | 2 |
| 2023-24 | LT | 56,000 | 2 | 60,729 | 1 | 62,355 | 2 | 65,415 | 2 | 68,474 | 2 | 71,533 | 1 | 72,837 | 2 |
| | Austin | 55,844 | 3 | 57,378 | 5 | 58,500 | 9 | 59,037 | 12 | 61,023 | 12 | 65,088 | 10 | 69,154 | 5 |
| | Leander | 55,655 | 5 | 56,831 | 6 | 59,082 | 6 | 61,602 | 6 | 63,812 | 7 | 65,874 | 8 | 69,457 | 4 |
| | Pflugerville | 53,400 | 11 | 54,701 | 12 | 56,700 | 12 | 59,200 | 11 | 61,701 | 11 | 64,201 | 11 | 65,701 | 13 |
| | Round Rock | 54,500 | 9 | 56,150 | 10 | 58,650 | 8 | 61,375 | 7 | 63,385 | 9 | 65,169 | 9 | 68,979 | 7 |
| | Eanes | 55,500 | 6 | 56,621 | 8 | 58,476 | 10 | 60,406 | 9 | 64,136 | 6 | 65,943 | 7 | 69,146 | 14 |
| | D Springs | 55,250 | 7 | 56,770 | 7 | 59,170 | 5 | 61,670 | 5 | 64,170 | 5 | 66,931 | 5 | 67,549 | 8 |
| | Georgetown | 54,450 | 10 | 55,590 | 11 | 58,150 | 11 | 60,200 | 10 | 62,575 | 10 | 64,100 | 12 | 65,853 | 12 |
| | Hutto | 54,800 | 8 | 56,300 | 9 | 58,800 | 7 | 61,300 | 8 | 63,800 | 8 | 66,300 | 6 | 66,300 | 10 |
| | Liberty Hill | 52,850 | 13 | 53,580 | 13 | 55,750 | 13 | 57,850 | 13 | 60,000 | 13 | 62,150 | 13 | 65,385 | 14 |
| | Hays | 53,000 | 12 | 60,480 | 2 | 63,530 | 1 | 66,240 | 1 | 68,990 | 1 | 71,480 | 2 | 73,905 | 1 |
| | Del Valle | 58,000 | 1 | 59,450 | 3 | 61,866 | 3 | 64,161 | 3 | 66,669 | 3 | 68,244 | 3 | 69,583 | 3 |
| | Marble Falls | 49,200 | 14 | 51,700 | 14 | 53,200 | 14 | 55,500 | 14 | 58,400 | 14 | 62,000 | 14 | 66,000 | 11 |
| | Manor | 55,807 | 4 | 57,927 | 4 | 61,107 | 4 | 62,697 | 4 | 64,287 | 4 | 66,937 | 4 | 66,937 | 9 |



Teacher Substitute Pay

Current # Subs = 419

| Type | Daily Rate | Market Ranges |
|--------------------------|------------|---------------------|
| Non-Certified | \$150.00 | \$75.00 - \$120.00 |
| Non-Certified - 60+ Days | \$160.00 | |
| Certified | \$170.00 | \$95.00 - \$155.00 |
| Certified - 60+ Days | \$180.00 | |
| Annual | \$190.00 | \$110.00 - \$200.00 |



Recruitment/Retention

- Raises and One-time Payments
- Welcoming Interview Processes
- Job Postings - Early Job Pool Postings and Remaining Open
- Healthy (non-TRS Active Care) Health Benefits Plan with High Employer Contribution
- Increased Participation in Regional, College and Local Job Fairs
- Outreach - Substitutes, Prior Employees, Alternative Certification and College Programs
- Advertising: District website, TASA, TASBO, Indeed, Craigslist, Newspapers, Social Media, Newsletters, Specialty Associations
- **Student Teacher Stipend**
- **HR Listserv and Networking**
- **Employee Referral Program**
- **New Hire Survey**
- **Leave Increments**
- **First Annual LTISD Job Fair**



Recruitment/Retention

- **Professional Development Support**
 - A-Team Meetings – allows peer and admin support and builds departmental support
 - Bootcamps:
 - New Admin Bootcamp – encourage early administrator success; connections and processes; build relationships; leadership skills
 - Advanced Admin Bootcamp – Crucial Conversations and application from coaching to progressive intervention
 - Aspiring Admin Bootcamp – principal panel; district policies and procedures; leadership skills; interviewing skills
 - LT Conference and Job Alike Day
 - Assistant Principal and TOSA PLCs
 - Mentor Teachers – 2nd year with LTEF support
- **Appreciation Activities**
 - Events: breakfast – lunch – holidays
 - Supportive PTO/PTA Groups
 - Recognitions – Leading with Heart
 - Positive Community Support – LTEF
 - Remote Work Over Summer
- **Wellness Committee**
- **Social Media**
- **Service Years Incentive**
- **Community Business Discounts**
- **Dress Code**

Kim Kellner

Rebecca Hudson

Suzi Menfi

Jennifer Lyon

Vanessa Randels

Laura Keogh

Karen Reich

Keegan Luedecke

Debbie Garringer

Paula Miller

Roy Hudson

Lizeth Thompson

Sam Hicks

Melanie Beninga

Thank You!



Lianka Soliz

Amy Russ





AGENDA ITEM ACTION SHEET

AGENDA ITEM

Approval of a Contract between Lake Travis ISD and Pfluger Architects for Elementary School #9

RECOMMENDED ACTION

Approve the contract between Lake Travis ISD and Pfluger Architects for Elementary School #9, and authorize the Superintendent or designee with the authority to execute the contract.

RATIONALE

In May 2023, the Board selected Pfluger Architects for the design of Elementary School #9 for the 2023 Bond Program. Pfluger Architects was selected based on their experience in similar K-12 projects and for the professionals serving on the project team. The administration is seeking approval to execute a contract with Pfluger Architects.

BUDGET PROVISIONS

2023 Bond Program

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services
Robert Winovitch – Director of Facilities and Construction
Allyson Collins – General Counsel

ATTACHMENTS

Pfluger Architects Contract

MEETING DATE

October 18, 2023



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the **18th** day of **October** in the year **2023**
(In words, indicate day, month and year.)

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

Lake Travis ISD
3322 Ranch Rd. 620 S.
Austin, Texas 78738
Telephone: (512) 533-6000

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

Pfluger Architects
209 Riverside Dr.
Austin, TX 78704
(512) 476-4040

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

CMR 23-02
Elementary School #9 – Hamilton Pool Road

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.

Init.

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the information and assumptions set forth in this Article 1 and other documents listed in this Agreement as exhibits in Section 13.2, including any individual project addendums.

The Architect will provide comprehensive architectural and engineering services, as applicable, to include the design of the Project, creation of Construction Documents and construction administration for the Project in accordance with the Owner's Request for Proposals, Architect's Proposal, the Owner's Program documents, this Agreement with all exhibits, and all applicable laws. (For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

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

LTISD 2022 Bond Program

§ 1.1.2 The Project's physical characteristics:

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

Elementary School #9 – designed for a total capacity of 850 students, based on the program of spaces developed for Elementary School No. 8. See Construction Documents, incorporated herein, for a full description of the physical characteristics of the Project.

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

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

Init.

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User Notes:

(1936348263)

\$43,195,521

§ 1.1.4 The Owner's anticipated dates for commencement of design, construction and of Substantial Completion and Final Completion of the Work are set forth as follows:

.1 Design phase milestone dates, if any:

Schematic Design: July – October 2023
Design Documents: November 2023-January 2024
Contract Documents: February – April 2024

.2 Notice to Proceed/Construction commencement date:

December 2024 – March 2026

.3 Substantial Completion and Final Completion dates:

March 2026: Substantial Completion
June 2026: Final Completion

.4 Other milestone dates:

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

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

Construction Manager at Risk

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

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

Not applicable.

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

Not applicable.

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

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

Robert Winovitch
Director of Facilities
winovitchr@ltschools.org

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

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

Not applicable.

Init.

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

- .1 Geotechnical Engineer:
TBD
- .2 Commissioning for HVAC
TBD
- .3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

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

Jessica Molter
209 Riverside Dr.
Austin, TX 78704
(512) 476-4040
Jessica.molter@pflugerarchitects.com

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

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:
Pickett Kelm
4100 Duval Road
Austin, TX 78759
- .2 Mechanical Engineer:
MEP Engineering, Inc.
1120 South Capital of Texas HWY
Building 1, Suite 150
West Lake Hills, TX 78746
- .3 Electrical Engineer:
MEP Engineering, Inc.
1120 South Capital of Texas HWY
Building 1, Suite 150
West Lake Hills, TX 78746
- .4 Civil Engineer:
Malone/Wheeler, Inc.
5113 SW Parkway, Suite 260
Austin, TX 78735
- .5 Landscape
Blu Fish Collaborative, Inc.
3607 South Lamar Blvd
Austin, Texas 78704
- .6 Other, if any:

Technology / Security
Al Vickers Technology Consulting

345 S. Commons Ford Rd.
Austin, TX 78733

Food Services
Cospers & Associates
PO Box 275
Elmendorf, TX 78112

DAS Testing and Design
True North Consulting Group
13284 Pond Springs Rd, Suite 304
Austin, TX 78729

Roofing
Austech Roof Consultants
800 N. Lexington St.
Manor, TX 78653

§ 1.1.11.2 Consultants retained under Additional Services:

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

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect may adjust the schedule as mutually agreed upon by the parties, which may include any agreed upon adjustments (either upward or downward) to the Architect's services and the Architect's compensation and to be adjusted by amendment to this Agreement as approved by the Owner, including any changes required to be approved by the Owner's Board of Trustees.

§ 1.3 Intentionally deleted.

§ 1.3.1 Intentionally deleted.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement, including any exhibits, if applicable, that are necessary and reasonably inferable to complete the Project, each phase of the Project. The Architect shall allocate adequate time, personnel, and resources as necessary to perform its services. The Architect shall review the program 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 in the Project all components of the Owner's program, as determined by the Owner, unless specific written authorization to delete a component is received from the Owner. Any civil, structural, mechanical, or electrical engineering plans and specifications or opinions of probable costs for construction must be prepared by or under the supervision of a registered professional engineer or a registered architect, whichever is applicable. The Architect shall provide to the Owner all plans, specifications, drawings and Construction Documents within the Architect's scope of services and provide such documents in electronic format. If requested by the Owner, the Architect shall assist the Owner in reviewing responses to competitive procurement documents.

§ 2.2 The Architect agrees and acknowledges that the Owner is entering into this Agreement in reliance on the Architect's competence, qualifications and its professional abilities with respect to performing the Architect's services, duties and obligations under this Agreement. The Architect shall use professional efforts, skill, judgment, and abilities in performing Architect's services in accordance with the usual and customary professional standards of care, skill and diligence prevailing among architects in Travis County, Texas, skilled in the design for projects of similar scope. The Architect shall diligently perform all services under this Agreement and shall strive to further the interest of the Owner in accordance with the Owner's program and requirements and procedures. All of the Architect's services shall be performed as expeditiously as is consistent with said standards and the orderly progress of the Work.

The Architect's services shall be reasonably accurate and reasonably free from any material errors or omissions. The Owner shall have the right to reject any of the Architect's services because of any default or defect in the Project due to any material errors or omissions in the plans, drawings, specifications, and other materials prepared by the Architect or its consultants. Neither acceptance nor approval of the Architect's services by the Owner shall relieve the Architect of any of its professional duties or release it from any liability, it being understood that the Owner is, at all times, relying upon the Architect for its skill and knowledge in performing the Architect's services. Promptly after the execution of this Agreement, the Architect shall prepare and submit, for the Owner's approval in writing, a detailed schedule for the performance of the Architect's services to meet the Project dates as set forth in this Agreement. The Architect's schedule shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. The time limits established by this schedule over which the Architect has control shall not be exceeded without the express written approval from the Owner. The Architect knows of no obligations, commitments, or impediments of any kind that will limit or prevent performance by the Architect of its services. The Architect hereby agrees to correct, at its own cost, any of its services and the services of its consultants that do not meet the standard of care set forth in this Agreement. Time is of the essence in this Agreement, subject to the standard of care as defined herein.

§ 2.3 The Architect identifies the following person as its designated representative authorized to act on behalf of the Architect with respect to the Project: Jessica Molter.

§ 2.4 The Architect shall not engage in any activity, or accept any employment, interest, or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project or otherwise be contrary to the Owner's policies and procedures or applicable law, including any conflict of interest provisions.

§ 2.5 Prior to performing services on the Project under this Agreement, the Architect shall procure and maintain insurance of the type and amount set forth in this Section 2.5 and in Exhibit A, attached and incorporated herein, to protect the Architect and Owner from claims arising out of the performance of the professional services under this Agreement and caused by negligent acts, errors, or omissions, of the Architect, such insurance to be in a form approved by the Owner with an effective date prior to the beginning of design by Architect. The Architect shall maintain its insurance in full force and effect during the term of this Agreement and after the completion of services under this Agreement until not less than two (2) years from the final completion of all construction of this Project, if commercially available, as to workers compensation, comprehensive general liability, and comprehensive automobile liability, and not less than (10) years (or twelve (12) years as allowed by Texas Civil Practice and Remedies Code Section 16.008) from the final completion of all construction of this Project as to errors and omissions insurance. Notwithstanding the foregoing, nothing contained herein shall limit or reduce the number of years of any limitations period set forth in Chapter 16 of the Texas Civil Practices and Remedies Code or any other statute that provides a time frame for bringing a claim. 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 with the Owner a new certificate of coverage and endorsements, and if requested by the Owner, also a copy of the policy, showing that coverage has been extended. The Architect shall, if allowed by law, add the Owner as an additional insured under its policies for comprehensive general liability, comprehensive automobile liability, and umbrella liability. Insurance shall be obtained from companies authorized to do business in the State of Texas by the Texas Department of Insurance with the rating indicated in Exhibit A. Prior to the commencement of services under this Agreement, the Architect shall provide the Owner with a copy of all certificates and endorsements for the insurance required under this Agreement and if requested by the Owner, a copy of all policies.

§ 2.5.1 Intentionally deleted.

§ 2.5.2 Intentionally deleted.

§ 2.5.3 Intentionally deleted.

§ 2.5.4 Intentionally deleted.

§ 2.5.5 Intentionally deleted.

§ 2.5.6 Intentionally deleted.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. All insurance coverage shall be issued on an Occurrence form (except Professional Liability insurance, which may be issued on a "Claims Made" form if an Occurrence form is not commercially available). Certificates must include a 60-day notice of cancellation to any of the policies or equivalents specifically naming the Owner. A waiver of subrogation clause in favor of the Owner shall be attached to the Workers Compensation, General Liability and Automobile Liability. All Engineers or other Consultants retained by the Architect shall carry and produce evidence of the same amounts of insurance coverage under the same conditions described above, and of a type acceptable to the Owner, unless different coverage is agreed to in advance by the Owner.

§ 2.5.8 The Architect's failure to comply with the insurance requirements set forth in Section 2.5 shall constitute a breach of this Agreement by the Architect and entitles the Owner to declare the Agreement void if the Architect does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services, as applicable to the individual Project, consist of those described in this Article 3, other provisions of this Agreement and otherwise designated as Basic Services elsewhere in this Agreement and include, without limitation, usual and customary design, structural, mechanical, electrical, plumbing, lighting, architecture, acoustics, interiors, and consulting services, unless otherwise revised by Section 4.1. Without limitation, Basic Services shall further include any services designated as such by Article 4.1. 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 under the same or similar circumstances, regardless of whether or not a specific responsibility or task is included or identified in this Agreement.

§ 3.1.1 The Architect shall perform and manage the Architect's services and administer the Project in accordance with this Agreement as amended for the Project and in accordance with the AIA Document A201-2017™, General Conditions of the Contract for Construction, as amended for the Project (sometimes referred to as the "General Conditions of the Contract"), consult with the Owner and Owner's designated representative, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner through the issuance of progress reports to Owner and Contractor (where applicable, the term "Contractor" shall be inclusive of the Construction Manager), as more specifically defined hereafter. Architect agrees that the AIA Document A201-2017™, as amended for this Project, may be subject to subsequent amendments based upon negotiations between Owner, Architect and Contractor. As a condition of further service, Architect shall provide to Owner a signed statement stating Architect's agreement to adhere to any such negotiated amendments.

- .1** Upon request of the Owner's representative, the Architect shall make presentations to Owner's representatives to review the design of the Project. In addition, the Architect shall make presentations to Owner's Board of Trustees to present Schematic Design, Design Development and Construction Documents as requested by the Owner.
- .2** The Architect shall submit design documents to the Owner at intervals appropriate to the design process as designated in this Agreement, as amended, for purposes of evaluation and approval by the Owner's Board of Trustees or designee, as specified herein. The Architect shall be entitled to rely on approvals received from the Owner's Board of Trustees in the further development of the design, provided that nothing herein shall relieve Architect of responsibility to liability for design defects, errors, or omissions.

§ 3.1.2 As part of the Architect's Basic Services, the Architect shall carefully study the information provided by the Owner relative to the Project; shall visit and carefully observe the site where the Project is to be located and the surroundings and adjacent areas; observe any conditions at the site affecting or that might affect the Project; evaluate the location and nature of the Work to be performed; review the geotechnical reports for the nature of the ground and subsoil, the form and nature of the site, and the subsurface conditions of the site if required for the Project; take field measurements of any existing conditions; familiarize itself with the local conditions under which the Project is to be constructed and the construction work is to be performed; examine the location and character of existing or adjacent

work or structures; and assess the general character and accessibility of the site. Without limiting any other obligations of the Architect set forth in this Agreement, the Architect shall make recommendations to the Owner for the location of any geotechnical testing if required for the Project. The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants through the Owner's designated representative. The Architect reasonably may rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants; however, the Owner does not warrant or guarantee the accuracy or completeness of such services or related information, or that any documents or information otherwise provided to the Architect accurately reflects the conditions at the site or of the Project. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 The Architect and the Owner agree that the initial schedule for performance of the Architect's services are as set forth in this Agreement. The schedule includes dates for the commencement of construction and the dates for Substantial Completion and Final 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 and/or coordination of submissions by authorities having jurisdiction over the Project. Subject to any agreed upon changes to the dates established in this Agreement and except for any reasonable cause proven to have actually affected such dates, time limits established by the schedule shall not be exceeded by the Architect. With the Owner's prior written approval, for reasonable cause, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. If Contractor is a Construction Manager-at-Risk, then the Architect shall assist the Construction Manager-at-Risk in the preparation and periodic update of the Project schedule.

§ 3.1.4 Matters of aesthetics are within the Owner's sole discretion. Except as provided in this Agreement or the Contract for Construction between the Owner and the Contractor, the Architect shall not be responsible for an Owner's directive or substitution made without the Architect's written approval.

§ 3.1.5 The Architect shall review and shall perform its services in compliance with applicable national, federal, municipal, and state of Texas laws, regulations, codes, ordinances, orders, and with those of any other body having jurisdiction in effect at the time of performance and as reasonably interpreted. The Architect shall review and be responsible for compliance with laws, codes and regulations applicable to the Architect's services, including without limitation, school facility standards found in 19 Texas Administrative Code, Chapter 61, subchapter CC and Texas Health and Safety Code Section 341.065, if applicable to this Project. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. The Architect shall comply with all policies, regulations, and rules of the Owner including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, pornography, harassment, and tobacco on District property), and fraud and financial impropriety. If applicable, the Architect shall certify that it has reviewed the standards contained in 19 Texas Administrative Code, Chapter 61, subchapter CC, and used the professional judgment and reasonable care consistent with the practice of architecture or engineering in the State of Texas in executing the Construction Documents. The Architect's signature and seal on the Construction Documents shall certify compliance. The Architect shall perform a building code search under applicable regulations that may influence the Project, and shall certify that the design has been researched before it is final. The Architect shall design the Project in such a manner that the Project or each part of the Project is readily accessible to and usable by individuals with disabilities, in compliance with the Americans with Disabilities Act, federal regulations interpreting the Americans With Disabilities Act, Texas Government Code Chapter 469, and all requirements or standards of the Texas Department of Licensing and Regulation. The Architect shall make any and all revisions to the Drawings until the Building and/or Project receives approval through the process defined by the Elimination of Architectural Barriers program of the Texas Department of Licensing and Regulation. It shall be the responsibility of the Architect to address revisions or amendments to applicable codes or standards which arise after the date of execution of the Agreement and until the date of substantial approval. The Architect shall, at appropriate times, contact the governmental authorities required to coordinate and/or 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. Design of the extension of utility services necessary for completion of the project, but not provided by entities providing utility services to the Project, shall be conducted by the Architect. The cost of construction of the lines designed by the Architect shall be considered a Cost of the Work and the Architect shall be compensated for such design work as a Cost of the Work. In the event that the utility extension work is to be issued as a separate package from the Project for bidding or construction, or is to be completed

on a timeline that is different from the Project, the Architect may be entitled to additional services instead of including such work within the Cost of the Work. Requests for additional services shall be submitted in writing by the Architect and approved in writing by the Owner prior to the time such services are performed.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for coordination and/or approval of governmental authorities having jurisdiction over the Project.

3.1.7 The Architect is responsible for hiring and coordinating the work of all of its consultants so that their services are appropriate for and adequately incorporated into the design of the Project. The Owner reserves the right, in its sole discretion, to reject the employment by the Architect of any consultant for the Project to which the Owner has reasonable objection. The Architect, however, shall not be required to contract with any consultant to which it has a reasonable objection. The Architect shall pay for its consultants' services out of its fees. The Owner is not responsible for any consultant fee or costs unless expressly agreed to in writing.

3.1.8 The Architect's senior principal or other representative as defined herein who is responsible for managing the Project shall not be changed without the prior written approval of the Owner. The day-to-day Project team will be led by the senior principal or other representative as identified herein unless otherwise directed by the Owner or prevented by factors beyond the control of the Architect.

3.1.9 The Architect shall take reasonable steps necessary to seek compliance so that the Construction Documents are adhered to by the Contractor. The Owner's decisions on matters relating to aesthetic effect shall be final.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review and conform to the Owner's approved Project program, preliminary design, budget and schedule of phases of work and other information furnished by the Owner, and shall review and follow all laws, codes, and regulations applicable to the Architect's services, as set forth in Section 3.1.5 or elsewhere in this Agreement.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, and preliminary design, schedule, budget for the Cost of the Work (limited to project elements within the Architect's scope), Project site, and the proposed procurement and delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner in writing of (1) any inconsistencies discovered in the Initial Information or other information provided to or obtained by the Architect, and (2) other information or consulting services that may be reasonably needed for the Project. The Architect shall visit the Owner's Project site and shall provide to 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 the Work. The Architect shall include, in the written report, an identification and evaluation of the location, availability, adequacy, capacity, and sufficiency of all utilities necessary to serve the completed Project. The Architect shall address with the Owner any existing easement or rights-of-way which may interfere with Owner's Project. As soon as practicable after execution of this Agreement and, if possible, before Owner's Board of Trustees designates a method of construction contract procurement, the Architect shall review the Owner's proposed method of contracting for construction services and shall notify the Owner in writing of anticipated impacts that such method may have on the Owner's program, financial and time requirements, and the scope of the Project.

§ 3.2.3 The Architect shall present its written preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, conforming all standards and work to be done with the Owner's budget, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach a written understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon in writing with the Owner, the Architect shall prepare and present for the Owner's approval a written preliminary design illustrating the scale and relationship of the Project components. Before proceeding to the Design Development Phase, the Architect shall obtain the Owner's written acceptance of the Design Documents and Owner's approval of the Architect's preliminary construction cost estimate and any recommended changes to the schedule; provided, however, this approval shall not relieve the Architect of the Architect's responsibility and liability to provide documents reasonably free of material defects as required by the standard of care.

§ 3.2.5 Based on the Owner's approval of the preliminary design and Owner's schedule and budget for the Work, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall establish the conceptual design of the Project and illustrate the scale and relationship of the Project components. 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. The Schematic Design Documents shall show major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall investigate environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing and recommending a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

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

§ 3.2.6 When the Project requirements have been sufficiently identified, including Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities, the Architect, and if applicable, the Construction Manager at Risk, shall prepare a preliminary estimate of the Cost of the Work prepared in accordance with Section 6.3. To the extent the Owner has stipulated construction budget limitations for the Project, such estimated Cost of Work shall not exceed the Owner's budget limitations, unless agreed to in writing by the Owner.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner by the date set forth in the Initial Information; advise the Owner in writing, that documents are in compliance with applicable law, including 19 Texas Administrative Code Chapter 61, Subchapter CC, if applicable, and request the Owner's approval. Architect shall not proceed to the Design Development Phase without the approval of Owner's Board of Trustees or the Board's designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents that are sufficient for Owner to complete the construction of the Project and are free from material defects or omissions. Architect shall bear full responsibility for any and all resulting excess costs incurred by Architect in proceeding without required approval.

§ 3.3 Design Development Phase Services

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

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work and shall conform the estimated Cost of Work to the Owner's budget. Such estimate of the Cost of the Work shall not exceed the Owner's limitations, unless agreed to in writing by the Owner.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner by the date set by the Owner, advise the Owner in writing that documents are in compliance with applicable law, including 19 Texas Administrative Code Chapter 61, Subchapter CC, if applicable, and of any and all adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

3.3.4 Before proceeding to the Construction Document Phase, the Architect shall obtain the Owner's written approval and acceptance of the Design Development Documents and updated budget for the Cost of the Work; provided, however, this approval shall not relieve the Architect of the Architect's obligations, responsibilities and/or liability to

provide documents reasonably free of material defects as required by the standard of care. The Architect shall bear full responsibility and all resulting excess costs incurred by the Architect in proceeding without the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work; the Owner's educational program; and any educational specifications and requirements set forth in 19 Texas Administrative Code, Chapter 61, Subchapter CC, the Architect shall prepare Construction Documents for the Owner's approval. "Construction Documents" means all drawings, 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 shall set forth, in detail, the requirements of construction of the Project. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications, schedules, diagrams, and all other documents as are necessary to construct the Project, setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Construction Documents shall reflect all agreements between the Owner and the 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 provide information as is reasonably necessary for the use of the Construction Documents by the Contractor and those in the building trades and construction industry to perform the Work and shall include all documents required for regulatory agency approvals. The Construction Documents shall set forth in detail the requirements for construction of the Project that comply with applicable laws, ordinances, codes, rules, and regulations, as of the date of issuance of Construction Documents including the current interpretation of Title IX, Texas Accessibility Standards, and regulations promulgated by the Texas Education Agency (TEA) for facility standards, which shall be reasonably free of design defects or omissions. The Architect's or engineer's signature indicates that the Architect or engineer has exercised the standard of care as defined herein. The Owner and the Owner's authorized representatives shall review all Construction Documents and must provide written approval of same prior to release of the documents for competitive procurement or negotiation purposes. Approval of the Construction Documents by the Owner shall not relieve the Architect of any of its obligations, responsibilities, or liability to the Owner under this Agreement. 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 Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project, and where applicable, include information related to trench excavation safety. Outdoor lighting fixtures, if any, shall meet the statutory energy conservation and light pollution standards established by the State of Texas Health and Safety Code. All ventilation and indoor air quality systems designed by the Architect shall meet the indoor air quality voluntary guidelines established by the State of Texas Health and Safety Code.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner, and, if applicable, the Owner's legal counsel, in the development of (1) bidding and procurement information which 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) as amended for the Project. After consultation with the Owner, the Architect shall also compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms. As required by law, all bid or proposal documents and contracts shall include, if applicable, all required information related to trench excavation safety. Texas Health and Safety Code Section 756.021 *et seq.* Proposal documents shall contain the prevailing wage rates in accordance with Chapter 2258 of the Texas Government Code; the adopted prevailing wage rates for the Project are indicated in the Contract Documents. The Architect shall include in the Project specifications the requirement that payment and performance bonds are to comply with the requirements of the Texas Insurance Code Chapter 3503 and the Texas Government Code Chapter 2253; that all insurance companies or sureties are licensed to do business in the State of Texas; and, where bond amounts exceed \$100,000, insurance companies or sureties hold a certificate of authority from the United States Secretary of the Treasury; or, reinsurance for liability in excess of \$100,000 from a reinsurer authorized and admitted as a reinsurer in the State of Texas and that is a holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. The Owner and the Architect reserve the right to rely on the United States Secretary of the Treasury

list of companies holding certificates of authority to determine whether the surety or reinsurer complies with the legal requirement.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work. To the extent the Owner has stipulated a construction budget limitation for the Project, as may be amended pursuant to Section 3.4.1, such estimated Cost of the Work shall not exceed the Owner's budget limitations, unless agreed to in writing by the Owner. If the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then 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 as provided herein, and, in doing so, shall notify Owner, in writing, of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic, and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality, or budget. Owner shall consider Architect's recommendations but shall decide, in its discretion, what adjustments to make.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval by the date established by the Owner. Architect shall not proceed to the Procurement Phase without the approval of Owner's Board of Trustees, or Board designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project and are free from material defects or omissions. Architect shall bear full responsibility for any and all resulting excess costs incurred by Architect in proceeding without required approval.

3.4.6 After Owner's approval of the Construction Documents, the Architect shall not make or approve any changes in the Work, unless those changes do not involve an adjustment in the Contract Sum or Contract time, without prior written consent of the Owner. The Architect shall be liable to Owner for any damages arising from or caused by any changes to the Work made or approved by the Architect without the Owner's prior written consent.

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

3.4.8 Architect shall submit the Construction Documents for review and approval to the Texas Department of Licensing and Regulation any time the renovation, modification, or alteration of the Work has an estimated construction cost of \$50,000 or more and shall notify Owner of same. Architect shall not allow Contractor to file an application with any local governmental entity for a building construction permit until after Architect's submission to the Texas Department of Licensing and Regulation.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner, and if applicable, the Owner's legal counsel 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. The Owner will select the method that provides the best value for the Project.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents. As used herein, the terms "bid," "Bid," "Bidding," and "Bidding Documents" shall include and mean any form of competitive procurement selected by the Owner and the applicable documents related thereto under Chapter 44 of the Texas Education Code and Chapter 2269 of the Texas Government Code.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 if requested by the Owner, assist in preparation of bid documents;
- .2 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .3 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;
- .4 organizing and conducting a pre-bid conference for prospective bidders;
- .5 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda;
- .6 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner;
- .7 organizing and participating in selection interviews with prospective contractors and
- .8 if requested by Owner, participating in negotiations with prospective contractors, and subsequently preparing a summary report of negotiating results, as directed by Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders. The Architect shall review, in conjunction with the Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project, and the quality of the construction with Owner's overall budget for the Project.

§ 3.5.3 Proposals

§ 3.5.3.1 The Architect shall assist the Owner in obtaining construction services and shall assist the Owner in awarding and preparing contracts for construction.

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

(Paragraphs deleted)

by participating in negotiations with prospective contractors and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors. The Architect shall review, in conjunction with Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project, and the quality of the construction within Owner's overall budget for the Project.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended for the Project and as specified in Section 3.1.1 herein. While on Owner's property and throughout Architect's services under this Agreement, the Architect shall comply with all policies, regulations, and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and prohibitions against fraud and financial impropriety.

§ 3.6.1.2 The Architect shall be a representative of the Owner and shall advise and consult with the Owner during the Construction Phase Services, attend weekly meetings with the Contractor, and issue written project reports. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement and subject

to any limitations in law applicable to public school districts. Additionally, except as expressly set forth in this Agreement or the General Conditions of the Contract, the Architect shall not have the authority to approve any changes in the Work without the written approval by the Owner and in no event shall the Architect have the authority to approve any change that would modify the Contract Time or the Contract Sum/Guaranteed Maximum Price, as applicable. 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. Any services by Architect made necessary due to Architect's failure to discover a construction defect or nonconforming work shall be at no additional cost to Owner. Any architectural services by Architect made necessary by Architect's design errors or omissions shall be at no additional cost to Owner.

§ 3.6.1.3 The Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates upon final completion of the Construction Phase after the Architect determines that the Contractor has completed all work required by the Contract Documents including all punch list deficiencies and completion of one-year warranty phase services.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at least once per week (or more often, in accordance with industry standards or Owner's reasonable request) and at other intervals appropriate to the stage of construction, to (1) inspect the progress and quality of the Work completed, (2) to reject any observed non-conforming Work, (3) to become familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (4) to guard the Owner against defects and deficiencies in the Work; (5) to determine if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents and on time; and (6) to document the progress of the Work, in written and photographic form as appropriate. Contractor will hold regular job site meetings from commencement of construction through Final Completion. Attendees will include Owner's representative, the Contractor's project manager and/or superintendent, Architect's project representative, and the Architect.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Architect shall promptly notify Owner and Contractor, orally and in writing, of any observed fault or defect in the Project or nonconformance with Contract Documents and shall notify Owner of all corrective actions taken or recommended. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. Performance of any additional inspection or testing, which would result in additional cost to the Owner, shall require advance notice to and written approval of the Owner. 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 testing or inspections required by this Section are subject to the requirements of Chapter 2269 of the Texas Government Code.

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

§ 3.6.2.4 Interpretations and recommendations 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 recommendations, the Architect shall endeavor to secure faithful performance by both the Owner and Contractor and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 The Architect shall promptly render initial written recommendations on Claims, disputes and other matters in question between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall observe the progress of the Work, evaluate, review and certify the amounts due the Contractor and shall issue certificates in such amounts, if such amounts are validly requested, within seven days of receipt of the Contractor's 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 the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. 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. The term "certify" as used by the Architect shall mean to state or declare a professional opinion in accordance with professional standards exercised by Architect in Travis County, Texas, of conditions known at the time such certifications are made. The Architect's certification of certain information or conditions in no way relieves the Contractor from meeting requirements imposed by contract or other means, including commonly accepted industry standards.

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

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

§ 3.6.4 Submittals

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

§ 3.6.4.2 In accordance with the Architect-approved 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. 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. The Architect shall promptly report in writing to the Contractor and the 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, roofing, foundations, outward appearance, color schemes, floor plans, building materials, or equipment without the Owner's prior written consent.

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

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information at no additional charge to the Owner, and shall incorporate such changes in closeout documents furnished to the Owner at the completion of the Project.

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 With notice to and consent from the Owner, the Architect may authorize minor changes in the Work not involving an adjustment in the Contract Sum, or 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 of the Architect.

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

§ 3.6.5.3 The Architect shall prepare Drawings, Specifications, and other documentation and supporting data, and provide other services in connection with Proposal Requests; Architect's Supplemental Instructions; Change Orders; Allowance Authorization Expenditures; and Construction Change Directives at no additional expense to the Owner, whether initiated by the Owner, the Contractor or the Architect.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion;
- .2 issue Certificates of Substantial Completion and of Final Completion, using Owner's designated forms;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor;
- .4 issue a final Certificate for Payment based upon a final inspection indicating that the Work complies with the requirements of the Contract Documents; and
- .5 for any Work that exceeds \$50,000, Architect shall schedule and ensure completion of inspections with the Texas Department of Licensing and Regulation as required by Texas Government Code Section 469.105.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. The Architect's inspections shall continue until Final Completion is achieved and any warranty work is complete and accepted by the Owner.

§ 3.6.6.3 When the Work is found to be substantially complete, and when the Work is finally complete, the Architect shall inform the Owner in writing 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. 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 3.4.7.3 above.

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

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance, including, without limitation, to identify defects, warranty issues, and proposed corrections; and to make appropriate written recommendations to the Owner.

§ 3.6.6.6 After written notification, regarding unsatisfactory performance and ten (10) day opportunity to cure, the Owner may withhold payments to the Architect, in an amount reasonable to cover estimated legally recoverable damages, to secure performance of Architect’s services and obligations under any part of this Agreement.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services

§ 4.1.1 As applicable, the Architect shall furnish or provide the services below as Basic Services without additional compensation unless it is indicated below to be an Additional Service, in which case the Additional Service, if requested by the Owner and approved in writing in advance, shall be compensated to the Architect as provided in Section 11.2.

| Services | Responsibility <i>(Architect, Owner, or not provided)</i> |
|--|---|
| § 4.1.1.1 Programming | Architect – Basic Service |
| § 4.1.1.2 Multiple preliminary designs | Architect – Basic Service |
| § 4.1.1.3 Measured drawings | Architect – Additional Services |
| § 4.1.1.4 Existing facilities surveys | Owner |
| § 4.1.1.5 Site evaluation and planning | Architect – Basic Service |
| § 4.1.1.6 Building Information Model management responsibilities | Architect – Basic Service |
| § 4.1.1.7 Development of Building Information Models for post construction use | Not provided |
| § 4.1.1.8 Civil engineering | Architect – Supplemental Service |
| § 4.1.1.9 Landscape design | Architect – Basic Service |
| § 4.1.1.10 Architectural interior design | Architect – Basic Service |
| § 4.1.1.11 Value analysis | Architect – Basic Service |
| § 4.1.1.12 Detailed cost estimating | Not provided |
| § 4.1.1.13 On-site project representation | Not provided |
| § 4.1.1.14 Conformed documents for construction | Architect – Basic Service |
| § 4.1.1.15 As-designed record drawings | Architect – Basic Service |
| § 4.1.1.16 As-constructed record drawings | Not provided |
| § 4.1.1.17 Post-occupancy evaluation | Not provided |
| § 4.1.1.18 Facility support services | Not provided |
| § 4.1.1.19 Tenant-related services | Not provided |
| § 4.1.1.20 Architect’s coordination of the Owner’s consultants | Architect – Basic Service |
| § 4.1.1.21 Telecommunications/data design | Architect – Basic Service |
| § 4.1.1.22 Security evaluation and planning | Architect – Basic Service |
| § 4.1.1.23 Commissioning | Owner |
| § 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3 | Not provided |
| § 4.1.1.25 Fast-track design services | Not provided |
| § 4.1.1.26 Alternate bid items | Architect – Additional Service |

(Row deleted)

| | |
|---|--------------------------------|
| § 4.1.1.27 Historic preservation | Not provided |
| § 4.1.1.28 Furniture, furnishings, and equipment design (Excluding procurement and delivery) | Architect – Additional Service |
| § 4.1.1.29 Warranty Phase Support Services | Architect – Basic Service |
| <i>(Row deleted)</i> | |
| § 4.1.1.30 Land Surveying | Owner |
| § 4.1.1.31 Geotechnical Services | Owner |
| § 4.1.1.32 Environmental Services | Owner |
| § 4.1.1.33 Graphics and Signage | Architect – Basic Service |
| § 4.1.1.34 Permitting | Architect – Additional Service |
| § 4.1.1.35 Space Schematics/Flow Diagrams | Architect – Basic Service |
| § 4.1.1.36 Owner-Supplied Data Coordination | Architect – Basic Service |
| § 4.1.1.37 Structural | Architect – Basic Service |
| § 4.1.1.38 Mechanical, Electrical, Plumbing | Architect – Basic Service |
| § 4.1.1.39 Acoustic A/V | Architect – Basic Service |
| § 4.1.1.39 Traffic Design | Architect – Additional Service |
| § 4.1.1.40 TAS Review / Inspection | Architect – Additional Service |
| § 4.1.1.40 Roofing Consultant | Architect – Basic Service |

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1

1. Civil Engineering Billing Group 1: \$500,000.00
2. Civil Engineering Billing Group 2: \$415,000.00
3. Structural Tilt-Wall detailing services (if tilt wall system is selected): \$55,000.00
4. DAS Phase 2 Design (if needed): \$9,900.00

§ 4.1.2.2

(Paragraphs deleted)

All Civil Engineering scope of work is included in supplemental services. The tilt-wall detailing services are only required if the exterior of the building is designed as tilt-wall. This will be determined by the client and will not be billed unless this system is accepted. DAS phase 2 design will be billed if required. A DAS system is required by the first responders to boost radio signal in buildings that have a weak signal. A test will be done near the end of construction to determine if this is required. If so, then this service will apply.

§ 4.1.3 Intentionally deleted.

§ 4.2 Architect's Additional Services

Additional services beyond those described as Basic Services in this Agreement may be provided after execution of this Agreement, without invalidating the Agreement if agreed to in writing by the Owner before performance of any such services. The Owner shall have no obligation to pay for any Additional Services performed unless and until the Owner agrees to such Additional Services in writing and to the amount of increase in compensation for same and signed by the Owner. If the Owner deems that all or a part of such Additional Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. The Architect shall not be entitled to an upward adjustment in compensation or Reimbursable Expenses due to the fault or error of the Architect or Architect's consultants, but may be subject to a downward adjustment in compensation. .

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect may be entitled to an adjustment and shall not proceed to provide the following services until the Architect receives the

Owner's written authorization. Subject to the limits and requirements set forth in this Agreement, the following would be considered Additional Services:

- .1 Services necessitated by a significant change in the Initial Information, previous instructions or approvals given by the Owner, or a significant change in the scope of the Project including but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, except when such change is required due to an error or omission of the Architect or any of the Architect's consultants;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared and approved Instruments of Service necessitated by enactment or revision of codes, laws, or regulations, or official interpretations ;
- .4

(Paragraphs deleted)

Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto; and

(Paragraph deleted)

- .5 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2

(Paragraphs deleted)

Intentionally deleted.

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

- .1 Five (5) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor;
- .2 Five (5) Visits to the site by the Architect during construction as required by Section 3.6.2.1;
- .3 Five (5) inspections for each portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents; and
- .4 Five (5) inspections for each portion of the Work to determine final completion.

§ 4.2.4 Intentionally deleted.

§ 4.2.5 Intentionally deleted.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall consult with the Architect regarding the Owner's contemplated objectives, schedule constraints and criteria, requirements for and limitations on the Project site requirements, and will provide timely information as reasonably may be necessary for the Architect to provide Architectural services. The Architect shall be responsible for having knowledge of and adhering to any building code authority that may be applicable to the Project, including, without limitation, the requirements of the Texas Administrative Code.

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

§ 5.3 The Owner shall 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. Except as otherwise delegated to administration, Owner's Board of Trustees, by majority vote at a properly called meeting, is the only representative of the Owner, a public independent school district, having the power to enter into a contract, approve changes in the Scope of the Work, approve a change resulting in an increase to the Contract Sum or Guaranteed Maximum Price of

\$100,000 or more, approve a change in Owner's budget, or to agree to an extension of the date of Substantial Completion or Final Completion. The Owner designates Paul Norton, Superintendent, to sign contracts and other documents and to act on the Owner's behalf with respect to the Project. The Owner designates Robert Winovitch as its representative for day-to-day responsibilities of the Owner and for decision making authority as delegated by the Board and Superintendent. The Owner shall render decisions and approve the Architect's submittals in a reasonably timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 Upon written request of the Architect, the Owner shall furnish surveys known to Owner describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. Other than the metes and bounds noted in the legal description of the site, the Architect shall not be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. Other than the metes and bounds noted in the survey, if any, Owner does not guarantee the accuracy of surveys provided, including the locations of utility lines, cables, pipes, or pipelines, or the presence or absence of easements. Architect shall review this information and shall provide to Owner a written request for additional information needed, if any, for Architect to adequately perform services hereunder. Upon receipt of this request, the Owner will procure and provide to the Architect the information requested. Any costs associated with the discovery of unknown subsurface conditions will be the responsibility of the Owner.

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

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

§ 5.7 Intentionally deleted .

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

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents to be furnished by the Owner. To the extent that tests, inspections, and reports are not required by law or the Contract Documents to be furnished by Owner, but are deemed necessary by the Architect or Owner, then they shall be furnished by Architect, unless Architect receives Owner's written permission to charge Owner for the services or Owner agrees to separately contract for the services.

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

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

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

§ 5.13 The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract.

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

§ 5.15 Intentionally deleted.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the compensation to the Architect shall be based on the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall be based on the actual amounts paid for the Cost of the Work (as defined in the construction contract); and the Contractors' general conditions costs, overhead and profit (collectively "Construction Costs"), which may be a lump sum or Guaranteed Maximum Price. To the extent that the Project is not completed or constructed, the Cost of the Work shall include the estimated cost to the Owner of all elements of the Project designed by the Architect and accepted by the Owner but not constructed by the Owner. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner, including purchase of equipment, furniture, fixtures, or pre-fabricated items, and does not include any amounts budgeted or included in allowances or contingencies unless actually paid by the Owner to the Contractor. For alternate bids, requested by the client, the compensation to the Architect shall be based on the estimated or actual value of the work through the phase completed. For example, an alternate bid that bids and is not accepted shall be paid through the bid phase for the scope of work.

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

§ 6.3 The Architect, and the Construction Manager at Risk, if applicable, shall prepare a preliminary estimate of the Cost of the Work, which shall incorporate Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. As the design process progresses through the end of the preparation of the Construction Documents, the Architect, and, if applicable, the Construction Manager at Risk, shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. The Architect shall cooperate with 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. In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project with the prior consent of Owner's Board of Trustees or designee; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget.

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

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential elements of the Project. Architect shall present the redesign to Owner for Owner's

approval and, in doing so, shall notify Owner in writing 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 Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget. Owner shall consider Architect's recommendation, but shall decide, in its discretion, what adjustments to make.

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

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

§ 6.7 If the Owner chooses to proceed under Sections 6.6.4 or 6.6.5, 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 6.6.1. The Architect's modification of the Construction Documents before commencement of the Work shall be the limit of the Architect's responsibility under Article 6.

6.8 If, after commencement of the Work, the Cost of the Work is exceeded due to the negligent errors or omissions of the Architect, in accordance with the standard of care, then the Architect shall bear financial responsibility to Owner for the increase in the Cost of the Work, except for all materials, labor, and overhead related to the betterment obtained by the Owner. By way of example, the Architect shall bear responsibility for the difference between what would have been the original cost of that portion of the Work, but for Architect's negligent error or omission, in accordance with the standard of care, and the actual cost of that portion of the Work performed to remedy the negligent error or omission. Further, Architect shall not be entitled to Architect's fee for the excess Cost of the Work. Unless Architect disputes the amounts due pursuant to the alternative dispute resolution process provided in Article 8 of this Agreement, as amended, Owner shall be entitled to withhold from sums due to Architect the amounts detailed above.

ARTICLE 7 COPYRIGHTS AND LICENSES/OWNERSHIP OF PROJECT DOCUMENTS

§ 7.1 The Drawings, Specifications, and other Documents, including those in electronic form, and excluding building models, prepared by the Architect are Owner's Property ("Work Product") through which the Work to be executed by the Contractor or is to be performed. The Architect may retain one record set of the Work Product or additional copies as approved by the Owner in writing for the Architect to perform its services under this Agreement. Neither the Architect nor any design consultant or professional, other consultant, or employee of the Architect shall own or claim a copyright in the Work Product, and unless otherwise indicated, the Owner will own them and have all common law, statutory, and other reserved rights, in addition to the copyright, upon creation of the Work Product. To this end, Architect agrees and does hereby assign, grant, transfer, and convey to Owner, its successors and assigns, Architect's entire right, title, interest and ownership in and to such Work Product, including, without limitation, the right to secure copyright registration. Architect confirms that Owner shall own Architect's right, title, interest in and to, including the right to use and reproduce, to perform publicly, and to display, all such Work Product, whether or not such Work Product constitutes a "Work Made for Hire" as defined in 17 U.S.C. § 201(b). All copies of Work Product, except the Architect's record set, shall be returned or suitably accounted for to the Owner upon completion of the Work. The Work Product and copies thereof furnished to the Architect are for use solely with respect to this Project unless approved in advance by the Owner. They are not to be used by the Architect on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner. The Architect is authorized to use and reproduce applicable portions of the Work Product appropriate to and for use in the execution of its services under this Agreement. All copies made under this authorization may bear the statutory copyright notice, if any, shown on the Work Product and shall be returned to Owner at the completion of the Work as set forth herein. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in dereliction of the Owner's copyrights or other reserved rights. Except for its record set, Architect shall deliver all copies of the Work Product to Owner upon the earlier to occur of the Owner's request, completion of the Work, or termination of this Agreement for any reason. In exchange for the rights granted herein, the

Owner agrees not to sell the Work Product created by the Architect or any design professional or consultant to any third party, but may provide a copy of the Work Product to a subsequent purchaser or transferee in connection with the sale of or transfer of title to the building or structure to which the applicable Work Product pertains. Notwithstanding the foregoing, and intellectual property owned by the Architect prior to the performance of services under this Agreement, such as standard details and specifications that are not specific to this Project or any Sub-Project, shall remain the property of the Architect..

§ 7.2 The Work Product may be used as a prototype by the Owner for other facilities. The Owner may elect to use the Architect to perform the site adaptation and other professional services involved in the reuse of the Work Product. If such is the case, the Architect is obligated to perform the work for an additional compensation that will fairly compensate the Architect only for the additional work involved. It is reasonable to expect that the fair additional compensation may be significantly less than the fee provided for under this Agreement. If the Owner elects to employ a different architect to perform the site adaptation and other professional services involved in the reuse of the Work Product, the Architect shall commit its consultants to the terms of this Article. If the Owner uses the Work Product for any other project, except for any subsequent use other than with the review, adaptation administration and/or other involvement of the Architect in the subsequent project, the Owner shall release the Architect from any liability for any errors and omissions in connection with such subsequent use.

§ 7.3 Intentionally deleted.

§ 7.3.1 Intentionally deleted.

§ 7.4 Intentionally deleted.

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement, in accordance with the requirements of the binding dispute resolution selected in this Agreement and within the period specified by applicable law, but in any case not more than twelve (12) years after the date of Substantial Completion of the Work.

§ 8.1.2 To the extent damages are fully 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, as amended for this Project. 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. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provide herein and as specifically authorized by law.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.1.4 In any litigation under this Agreement, reasonable and necessary attorneys' fees may be awarded to the prevailing party.

§ 8.1.5 When Owner has an applicable claim for construction defects, Owner shall comply with the provisions of Texas Government Code Chapter 2272 related to the provision of notice of defects and the Contractor's or Architect's opportunity to cure.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution, unless the filing deadlines under applicable statutes of limitation and/or repose would otherwise expire. If suit is filed before mediation in order to avoid expiration of

limitations and/or repose, then the parties agree to submit the matter to mediation as soon as reasonably possible. Claims for injunctive relief shall not be subject to this Section.

§ 8.2.2 A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. 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. Signed, written agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 Intentionally deleted.

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

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)
(Paragraphs deleted)

§ 8.3 Arbitration

§ 8.3.1 Intentionally deleted.

§ 8.3.1.1 Intentionally deleted.

§ 8.3.2 Intentionally deleted.

§ 8.3.3 Intentionally deleted.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Intentionally deleted.

§ 8.3.4.2 Intentionally deleted.

§ 8.3.4.3 Intentionally deleted.

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make timely payments of any undisputed amounts to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement if not cured by the Owner within ten (10) days following notice of any past-due payment, in accordance with Texas Government Code Chapter 2251. The Architect shall not be allowed to suspend the Architect's performance of services under this Agreement for nonpayment by Owner of disputed amounts. If the Architect fails to perform without good cause as required under this Agreement, including the failure to perform within the time and schedule required, such failure shall be considered a material breach and shall be cause for termination by Owner. For the Architect's failure to perform that does not affect the Owner's construction schedule, the Architect shall have ten (10) days from written notice of the Owner to cure any such breach before the Owner either suspends payment or terminates the Agreement.

§ 9.2 If the Owner suspends the Project for more than ninety (90) consecutive days, through no fault of the Architect, the Architect may be compensated for any undisputed amounts for services reasonably and necessarily performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for direct, actual and verifiable expenses reasonably and necessarily incurred and not able to be recovered that were caused by the

interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted if the Architect is unable to make up for the time and perform its services within the time period agreed upon by the Owner and Architect.

§ 9.3 If the Owner suspends the Project for more than ninety (90) consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven (7) days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than twenty-one (21) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause. The Owner may also terminate this Agreement on seven (7) days' written notice if the budget for the Cost of the Work, prior to commencement of the Work, is exceeded by the lowest bona fide bid or negotiated proposal.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, together with Reimbursable Expenses then due.

§ 9.7

(Paragraphs deleted)

The parties hereby agree that: 1) if an order for relief is entered on behalf of the Architect, pursuant to Chapter 11 of the U.S. Bankruptcy Code; 2) if any other similar order is entered under any debtor or relief laws; 3) if Architect makes an assignment for the benefit of one or more of its creditors; 4) if a receiver is appointed for the benefit of its creditors; 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Architect's performance. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Architect adequate assurance of future performance in accordance with the terms and conditions of this Agreement. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Architect's services in accordance with this Section.

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

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Sections 9.7 and 11.9.

§ 9.10 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.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement and any and all claims, disputes, and matters of controversy concerning this Agreement shall be governed, construed, and interpreted by the law of the State of Texas, without regard for any of its conflict of law provisions. In the event that litigation is filed, the parties agree that the exclusive and mandatory venue for any such litigation shall be in a court of competent jurisdiction located in Travis County, Texas. As a material consideration of the making of this Agreement, this Agreement and the modifications to this Agreement shall not be construed against the author of said Agreement and modifications.

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

§ 10.3 The person signing below on behalf of the Architect warrants that he/she has the authority to execute this Agreement according to its terms. The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, heirs, administrators, executors, trustees and legal representatives to this Agreement and all of the rights, obligations, terms, provisions, and conditions herein and included in any Exhibits. The Owner and the Architect recognize that this Agreement is based upon the skill and expertise of the parties and therefore agree that the

Agreement and the obligations thereunder may not be assigned or delegated without the written consent of the other party, except as expressly allowed by this Agreement. .

§ 10.4 If the Owner requests the Architect to execute certificates, the language of such certificates shall be submitted to the Architect for review at least fourteen (14) days prior to the requested dates of execution. The Architect shall execute certificates or consents consistent with the Architect's standard of care pursuant to this Agreement.

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

§ 10.6 Unless otherwise required in this 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 unless the Architect's acts or omissions, consistent with the standard of care as defined herein, introduced or caused or allowed to be introduced, said hazardous materials or toxic substances to the Project site. The Architect shall promptly disclose in writing to the Owner any hazardous materials specified for the Project or discovered on site, regardless of the date of discovery or the date on which the Architect learns of the hazardous nature of the materials.

§ 10.7 The Architect may include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations, but may not photograph students without prior written parental consent. 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. Owner provides notice that confidential and proprietary information shall include, but shall not be limited to, all items listed in Section 10.8.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except 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. The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public, or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar written agreements to maintain the confidentiality of information specifically designated as confidential by the Owner. Owner herein designates the following as confidential information: security measures; security access codes; 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. As to Owner, the parties acknowledge that, as a public entity in the State of Texas, Owner is subject to, and must comply with, the provisions of the Texas Public Information Act, Texas Government Code Chapter 552 et seq. and the Texas Open Meetings Act, Texas Government Code, Chapter 551 et. seq..

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

§ 10.9 In the event that any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable.

§ 10.10 No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.

§ 10.11 Any notice given under this Agreement by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in this Agreement. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.

§ 10.12 To the extent of conflicts between the Contract Documents, amendments shall prevail over original forms.

§ 10.13 Contracting Information:

- .1 By entering into this Contract, pursuant to Texas Government Code 552, Subchapter J, the Architect agrees to be bound by the following terms if the Contract has a stated expenditure of at least \$1,000,000 for the purchase of goods or services by the District or if the Contract results in the expenditure of at least \$1,000,000 in public funds for the purchase of goods or services by the District in a fiscal year of the District. If the District receives a written request for public information related to this Contract that is in the possession or custody of the Architect and not in the possession or custody of the District, the District shall send, not later than the third business day after the date the District receives the written request, a written request to the Architect that Architect provide that information to the District.
- .2 The Architect must:
 - .1 Preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the District for the duration of the Contract;
 - .2 Promptly, within four business days, provide to the District any requested contracting information that is in the custody or possession of the Architect upon request of the District; and,
 - .3 On completion of the Contract, either:
 - .1 Provide to the District at no cost all contracting information related to the Contract that is in the custody or possession of the Architect; or
 - .2 Preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the District.
- .3 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 the requirements of that subchapter.
- .4 Further, under Texas Government Code Chapter 552.372(c), the District may not accept a bid for or awarding of a contract to an entity that the District has determined has knowingly or intentionally failed in a previous bid or contract to comply with Subchapter J, unless the District determines and documents that the entity has taken adequate steps to ensure future compliance.
- .5 If a Architect fails to provide to the District the requested information, Texas Government Code Chapter 552.373 requires the District to notify the Architect in writing of the failure and allow 10 business days to cure the violation. District may terminate the Contract if Architect fails to remedy the failure, District determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.

§ 10.14 NO LIENS. The parties agree that no architect, engineer, mechanic, contractor, materialman, artisan, laborer, or subcontractor, whether skilled or unskilled, shall ever, in any manner, have claim or acquire any lien upon the Project of whatever nature or kind so erected or to be erected by virtue of this Agreement, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political

subdivision of the State of Texas, or upon any funds of Owner.

§ 10.15 It is understood and agreed that the relationship of Architect to Owner shall be that of an independent contractor. Nothing contained in this Agreement or inferable from this Agreement shall be deemed or construed to: 1) make Architect the servant or employee of the Owner; or 2) create any partnership, joint venture, or other association between Owner and Architect. Any direction or instruction by Owner or any of its authorized representatives in respect to the Architect's services shall relate to the results the Owner desires to obtain from the Architect, and shall in no way affect the Architect's independent contractor status.

§ 10.16 No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition, or agreement herein contained.

§ 10.17 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.

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

§ 10.19 ISRAEL/TERRORIST ORGANIZATION/ANTI-BOYCOTT/DISCRIMINATION

§ 10.19.1 Pursuant to Texas Government Code Chapter 2271, the Consultant represents and warrants to the Owner that the Consultant does not boycott Israel and will not boycott Israel during the term of this Agreement.

§ 10.19.2 Consultant verified 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 Consultant has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement.

§ 10.19.3 The Consultant represents and warrants to the Owner that the Consultant does not boycott energy companies as contemplated by Chapter 809 of the Government Code and will not boycott energy companies during the term of this Agreement.

§ 10.19.4 The Consultant represents and warrants to the Owner that the Consultant does not discriminate against firearm and ammunition companies and trade associations as contemplated by Chapter 2274 of the Government Code and will not so discriminate during the term of this Agreement.

10.20 CRIMINAL HISTORY RECORD CHECKS

10.20.1 Architect shall obtain all criminal history information required by Texas Education Code Chapter 22.0834 or cause such information to be provided to Owner, the Texas Department of Public Safety ("DPS") or such entity as is designated by Owner for any employees required by statute to submit to a fingerprint-based background check through the DPS FACT Clearinghouse of Texas. Architect will cooperate with Owner to determine which Architect employees, if any, are required to submit to such background check. Before beginning any Work on the Project, Owner and Architect will confer and ensure that any such required employees undergo a check, and Architect shall fully cooperate with Owner during this process. Upon request by Owner, Architect will provide any requested information regarding applicable employees, so that the Owner may obtain criminal history recommended information on such employees. Architect shall assume all expenses associated with obtaining criminal history record information.

10.20.2 Architect will not assign any "covered employee" with a "disqualifying criminal history," as those terms are defined below, to work on the Project. If Architect receives information that a covered employee has a reported disqualifying criminal history, including any such information shared by Owner, then Architect will immediately

remove the covered employee from the Project and notify the Owner in writing within three (3) business days. If the Owner objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Architect agrees to discontinue using that covered employee to provide services on Owner's Project. If Architect has taken precautions or imposed conditions to ensure that the employees of Architect and any of Architect's subcontractors will not become covered employees, Architect will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

10.20.3 For the purposes of this Section, "covered employees" means employees, agents, or subcontractors of Architect or any of Architect's consultants who has or will have continuing duties related to the services to be performed on Owner's Project and has or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. "Disqualifying criminal history" means any conviction or other criminal history information designed by the Owner, or one of the following offenses; if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

10.20.4 Any subcontractor entity of the Architect shall be required by the terms of their contract with Architect to comply with the same terms set forth above regarding such subcontracting entity's employees.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect for all undisputed payments. To the extent Owner disputes any payment allegedly due, Owner shall notify Architect that a dispute exists, shall list the specific reason for nonpayment, and shall give Architect an opportunity to cure the noncompliance or offer compensation for noncompliance that cannot be cured in accordance with Texas Government Code Section 2251.051(c) and (d). Owner shall further have the right to withhold payments as specified in Section 6.8 and 11.10.2.2 of this Agreement. Subject to the forgoing, the amount of the Architect's compensation shall be as follows:

- .1** Stipulated Sum
Refer to Supplemental Services for fixed fee scopes of work.
- .2** Percentage Basis
8% of the Cost of Work

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 accepted by the Owner shall be payable in accordance with Section 6.1 herein.

Compensation shall be paid based on the percentage of the services actually completed by Architect. Progress payments for services in each phase for services completed shall total the percentages applicable to each phase of Architect's services in 11.5.

- .3** Other
(Describe the method of compensation)

§ 11.2 For Additional Services approved in writing by the Owner prior to the performance of such services and subject to any other limitations set forth herein, the Owner shall compensate the Architect

(Paragraphs deleted)

on an hourly rate as set forth in Section 11.7.

§ 11.3

(Paragraphs deleted)

Intentionally deleted.

§ 11.4 Compensation for
(Paragraphs deleted)

Additional Services of the Architect’s consultants, that are not part of Basic Services, will be made in accordance with Section 11.7.

§ 11.5 Payment for Basic Services shall be made in proportion to services performed so that the compensation at the completion of each phase for each Project as listed below shall equal the following percentages of the total basic compensation:

| | | | | |
|------------------------------|-------------|-----------|-----|----|
| Schematic Design Phase | Twenty | percent (| 20 | %) |
| Design Development Phase | twenty | | 20 | %) |
| Construction Documents Phase | Thirty-five | | 35 | %) |
| Procurement Phase | Five | | 5 | %) |
| Construction Phase | Twenty | | 20 | %) |
| <hr/> | | | | |
| Total Basic Compensation | one hundred | percent (| 100 | %) |

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed including items for alternate bid, 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 negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services actually performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants that are performed on an hourly basis, whether as Additional Services or as otherwise defined in a project addendum, are set forth below, or in the case of consultants, shall be set forth in a project addendum.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Architect’s consultant’s rates shall be set forth in project addendums.

| Employee or Category | Rate (\$0.00) |
|--|---------------|
| Principals | \$365 |
| Senior associates, project managers | 300 |
| Project architects, Interior Designers, CA staff | 255 |
| Architectural staff + ID staff + professional techs. | 205 |
| Accounting staff | 210 |
| Clerical staff | 205 |
| Office expeditor | 195 |

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses as defined and described herein and below are in addition to compensation for Basic and Additional Services and consist of and shall mean the actual, reasonable and verifiable expenses necessarily incurred by the Architect and the Architect’s consultants directly related to the Project, and for which the Architect has submitted supporting documentation as follows:

- .1 Intentionally deleted;
- .2 Intentionally deleted;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project, if authorized in advance by the Owner in writing;
- .4 Printing, reproductions, plots, and standard form documents and courier expenses. The Architect shall obtain written approval of the type and quantity of the bid documents to be produced. Unauthorized printing, reproductions, plots and standard form documents shall be at no cost to the Owner;
- .5 Intentionally deleted;

- .6 Intentionally deleted;
- .7 Intentionally deleted;
- .8 Intentionally deleted
- .9 Intentionally deleted;
- .10 Intentionally deleted
- .11 Intentionally deleted; and
- .12 Other similar Project-related expenses, if approved in advance by the Owner in writing.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants. Markups on Reimbursable Expenses are not allowed.

§ 11.9 **Compensation for Use of Architect's Instruments of Services.** The parties agree that Architect's compensation for Basic Services includes all licensing fees for Owner's use of the Construction Documents, including use after termination of this Agreement, to the extent allowed by this Agreement.

Intentionally deleted.

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 Intentionally deleted.

§ 11.10.1.2 Intentionally deleted.

§ 11.10.2 **Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services completed and approved shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. *(Paragraphs deleted)*

Undisputed amounts shall be paid within the time period required under Texas Government Code Chapter 2251.021. Past due payments shall not bear interest.

§ 11.10.2.2 After written notification, regarding unsatisfactory performance and ten (10) day opportunity to cure, the Owner may withhold payments to the Architect, in an amount reasonable to cover estimated legally recoverable damages, to secure performance of Architect's services and obligations under any part of this Agreement. .

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be provided to the Owner upon presentation of Architect's progress payment applications.

§ 11.11 Architect shall reasonably cooperate with Owner, at no additional cost to Owner, in connection with a legal proceeding against Owner that relates to the Project.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

12.1 INDEMNITY

Approval of any Construction Documents by Owner shall not constitute and shall not be deemed to be a release of the responsibility and liability of Architect, its agents, employees, and subcontractors, for Construction Documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions, nor shall such approval be deemed to be an assumption of such responsibility and liability by Owner for any defect in the Construction Documents prepared by Architect, its agents, employees, subcontractors, or consultants, it being the intent of the parties that the approval by Owner signifies Owner's approval of only the general design concept of the improvements to be constructed. In this connection, ARCHITECT SHALL, DURING THE CONSTRUCTION OF SAID PROJECT AND FOR A PERIOD OF TEN (10) YEARS AFTER SUBSTANTIAL COMPLETION (PLUS AN ADDITIONAL TWO (2) YEARS IF THE CLAIM IS PRESENTED IN ACCORDANCE WITH SECTION 16.008(c)

OF THE TEXAS CIVIL PRACTICE & REMEDIES CODE), INDEMNIFY AND HOLD HARMLESS OWNER AND ALL OF ITS OFFICERS, TRUSTEES, AGENTS, REPRESENTATIVES, SERVANTS, AND EMPLOYEES FROM DAMAGE, LIABILITY, OR EXPENSE, INCLUDING ATTORNEYS' FEES, INCURRED BY OWNER ON ACCOUNT OF DAMAGE OR DESTRUCTION TO PROPERTY AND INJURIES, INCLUDING DEATH TO ANY OR ALL PERSONS, INCLUDING INVITEES AND EMPLOYEES OF THE OWNER, CONSTRUCTION MANAGER, ARCHITECT, OR SUBCONTRACTORS AND OF ALL OTHER PERSONS PERFORMING ANY PART OF THE WORK, THAT IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER, COMMITTED BY THE ARCHITECT, OR THE ARCHITECT'S AGENT, CONSULTANT UNDER CONTRACTOR, OR ANOTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL; provided and except, however, that this indemnification provision shall not be construed as requiring Architect to indemnify or hold Owner harmless for any loss, damage, liability, or expense on account of damaged property or injuries, including death to any persons, which may arise out of or may be caused by any act of negligence or breach of obligation under this Agreement by Owner or Owner's employees or agents, except Architect.

12.1.2 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under Paragraph 12.1, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect. It is understood and agreed that Subparagraph 12.1 above is subject to, and expressly limited by, the terms and conditions of Tex. Civ. Prac. & Rem. Code Ann. Sec. 130.001 to 130.005, as amended.

12.2 RECORDS RETENTION

If the Architect has not delivered all documents and records relating to this Project to the Owner, the Architect shall keep all accounting and construction records on the Project after Final Completion of the Project for at least the number of years required by the Texas Record Retention laws, in order for the Owner to comply with its records retention requirements, per the Texas Government Code Chapter 441, Subchapter L and the Texas Library and Archives Commission's Schedule.

12.3 COMPLAINTS

The Texas Board of Architectural Examiner has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas under the Architects Registration Law. Texas Occupation Code Chapter 1051. The Texas Board of Architectural Examiners can be reached at P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, by phone at (512) 305-9000, by fax at (512) 305-8900, or on the web at <http://tbae.state.tx.us>.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement constitutes the entire agreement and contract between the parties hereto and supersedes all prior or contemporaneous agreements, either written or oral. Verbal representations not contained herein shall not be binding on the parties unless acknowledged by them in writing. This Agreement may be amended only by written instrument signed by both Owner and Architect.

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

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and
(Paragraphs deleted)
Architect, as amended for this Project.

.2 Intentionally deleted.

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

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

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

Exhibit A – Insurance Requirements

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

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

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT

PFLUGER ARCHITECTS

OWNER *(Signature)*

ARCHITECT *(Signature)*

Paul Norton, Superintendent
(Printed name and title)

Jessica Molter, Managing Principal
(Printed name, title, and license number, if required)

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

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:37:47 ET on 09/25/2023.

PAGE 1

AGREEMENT made as of the 18th day of October in the year 2023

...

Lake Travis ISD
3322 Ranch Rd. 620 S.
Austin, Texas 78738
Telephone: (512) 533-6000

...

Pfluger Architects
209 Riverside Dr.
Austin, TX 78704
(512) 476-4040

...

CMR 23-02
Elementary School #9 – Hamilton Pool Road

PAGE 2

13 SCOPE OF THE AGREEMENT INCLUDING EXHIBITS

...

§ 1.1 This Agreement is based on the ~~Initial Information set forth in this Section 1.1~~ information and assumptions set forth in this Article 1 and other documents listed in this Agreement as exhibits in Section 13.2, including any individual project addendums.

~~(For The Architect will provide comprehensive architectural and engineering services, as applicable, to include the design of the Project, creation of Construction Documents and construction administration for the Project in accordance with the Owner's Request for Proposals, Architect's Proposal, the Owner's Program documents, this Agreement with all exhibits, and all applicable laws. (For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")~~

...

LTISD 2022 Bond Program

...

Elementary School #9 – designed for a total capacity of 850 students, based on the program of spaces developed for Elementary School No. 8. See Construction Documents, incorporated herein, for a full description of the physical characteristics of the Project.

PAGE 3

\$43,195,521

§ 1.1.4 The Owner’s anticipated ~~design and construction milestone dates~~: dates for commencement of design, construction and of Substantial Completion and Final Completion of the Work are set forth as follows:

...

Schematic Design: July – October 2023

Design Documents: November 2023-January 2024

Contract Documents: February – April 2024

.2 Construction Notice to Proceed/Construction commencement date:

December 2024 – March 2026

.3 Substantial Completion date or Completion and Final Completion dates:

March 2026: Substantial Completion

June 2026: Final Completion

...

Construction Manager at Risk

...

Not applicable.

...

Not applicable.

...

Robert Winovitch
Director of Facilities
winovitchr@ltschools.org

...

Not applicable.

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TBD

.2 Civil Engineer: 2 Commissioning for HVAC

TBD

...

Jessica Molter

209 Riverside Dr.
Austin, TX 78704
(512) 476-4040
Jessica.molter@pflugerarchitects.com

...

Pickett Kelm
4100 Duval Road
Austin, TX 78759

.2 Mechanical Engineer:
MEP Engineering, Inc.
1120 South Capital of Texas HWY
~~.2 Mechanical Engineer: Building 1, Suite 150~~
West Lake Hills, TX 78746

.3 Electrical Engineer:
MEP Engineering, Inc.
1120 South Capital of Texas HWY
Building 1, Suite 150
West Lake Hills, TX 78746

.4 Civil Engineer:
Malone/Wheeler, Inc.
5113 SW Parkway, Suite 260
Austin, TX 78735

.5 Landscape
Blu Fish Collaborative, Inc.
~~.3 Electrical Engineer: 3607 South Lamar Blvd~~
Austin, Texas 78704

.6 Other, if any:
Technology / Security
Al Vickers Technology Consulting
345 S. Commons Ford Rd.
Austin, TX 78733

Food Services
Cosper & Associates
PO Box 275
Elmendorf, TX 78112

DAS Testing and Design
True North Consulting Group
13284 Pond Springs Rd, Suite 304
Austin, TX 78729

Roofing
Austech Roof Consultants
800 N. Lexington St.
Manor, TX 78653

§ 1.1.11.2 Consultants retained under Supplemental Services:
Additional Services:

~~§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information may adjust the schedule as mutually agreed upon by the parties, which may include any agreed upon adjustments (either upward or downward) to the Architect's services and the Architect's compensation and to be adjusted by amendment to this Agreement as approved by the Owner, including any changes required to be approved by the Owner's Board of Trustees.~~

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

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

...

~~§ 2.1 The Architect shall provide the professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals. Agreement, including any exhibits, if applicable, that are necessary and reasonably inferable to complete the Project, each phase of the Project. The Architect shall allocate adequate time, personnel, and resources as necessary to perform its services. The Architect shall review the program 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 in the Project all components of the Owner's program, as determined by the Owner, unless specific written authorization to delete a component is received from the Owner. Any civil, structural, mechanical, or electrical engineering plans and specifications or opinions of probable costs for construction must be prepared by or under the supervision of a registered professional engineer or a registered architect, whichever is applicable. The Architect shall provide to the Owner all plans, specifications, drawings and Construction Documents within the Architect's scope of services and provide such documents in electronic format. If requested by the Owner, the Architect shall assist the Owner in reviewing responses to competitive procurement documents.~~

~~§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services agrees and acknowledges that the Owner is entering into this Agreement in reliance on the Architect's competence, qualifications and its professional abilities with respect to performing the Architect's services, duties and obligations under this Agreement. The Architect shall use professional efforts, skill, judgment, and abilities in performing Architect's services in accordance with the usual and customary professional standards of care, skill and diligence prevailing among architects in Travis County, Texas, skilled in the design for projects of similar scope. The Architect shall diligently perform all services under this Agreement and shall strive to further the interest of the Owner in accordance with the Owner's program and requirements and procedures. All of the Architect's services shall be performed as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project, said standards and the orderly progress of the Work. The Architect's services shall be reasonably accurate and reasonably free from any material errors or omissions. The Owner shall have the right to reject any of the Architect's services because of any default or defect in the Project due to any material errors or omissions in the plans, drawings, specifications, and other materials prepared by the Architect or its consultants. Neither acceptance nor approval of the Architect's services by the Owner shall relieve the Architect of any of its professional duties or release it from any liability, it being understood that the Owner is, at all times, relying upon the~~

Architect for its skill and knowledge in performing the Architect's services. Promptly after the execution of this Agreement, the Architect shall prepare and submit, for the Owner's approval in writing, a detailed schedule for the performance of the Architect's services to meet the Project dates as set forth in this Agreement. The Architect's schedule shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. The time limits established by this schedule over which the Architect has control shall not be exceeded without the express written approval from the Owner. The Architect knows of no obligations, commitments, or impediments of any kind that will limit or prevent performance by the Architect of its services. The Architect hereby agrees to correct, at its own cost, any of its services and the services of its consultants that do not meet the standard of care set forth in this Agreement. Time is of the essence in this Agreement, subject to the standard of care as defined herein.

~~§ 2.3 The Architect shall identify a~~ identifies the following person as its designated representative authorized to act on behalf of the Architect with respect to the Project: Project: Jessica Molter.

~~§ 2.4 Except with the Owner's knowledge and consent, the~~ The Architect shall not engage in any activity, or accept any employment, interest-interest, or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project: Project or otherwise be contrary to the Owner's policies and procedures or applicable law, including any conflict of interest provisions.

~~§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9. Prior to performing services on the Project under this Agreement, the Architect shall procure and maintain insurance of the type and amount set forth in this Section 2.5 and in Exhibit A, attached and incorporated herein, to protect the Architect and Owner from claims arising out of the performance of the professional services under this Agreement and caused by negligent acts, errors, or omissions, of the Architect, such insurance to be in a form approved by the Owner with an effective date prior to the beginning of design by Architect. The Architect shall maintain its insurance in full force and effect during the term of this Agreement and after the completion of services under this Agreement until not less than two (2) years from the final completion of all construction of this Project, if commercially available, as to workers compensation, comprehensive general liability, and comprehensive automobile liability, and not less than (10) years (or twelve (12) years as allowed by Texas Civil Practice and Remedies Code Section 16.008) from the final completion of all construction of this Project as to errors and omissions insurance. Notwithstanding the foregoing, nothing contained herein shall limit or reduce the number of years of any limitations period set forth in Chapter 16 of the Texas Civil Practices and Remedies Code or any other statute that provides a time frame for bringing a claim. 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 with the Owner a new certificate of coverage and endorsements, and if requested by the Owner, also a copy of the policy, showing that coverage has been extended. The Architect shall, if allowed by law, add the Owner as an additional insured under its policies for comprehensive general liability, comprehensive automobile liability, and umbrella liability. Insurance shall be obtained from companies authorized to do business in the State of Texas by the Texas Department of Insurance with the rating indicated in Exhibit A. Prior to the commencement of services under this Agreement, the Architect shall provide the Owner with a copy of all certificates and endorsements for the insurance required under this Agreement and if requested by the Owner, a copy of all policies.~~

~~§ 2.5.1 Commercial General Liability with policy limits of not less than (\$) for each occurrence and (\$) in the aggregate for bodily injury and property damage. Intentionally deleted.~~

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

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

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

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

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

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. ~~insured.~~ The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. All insurance coverage shall be issued on an Occurrence form (except Professional Liability insurance, which may be issued on a "Claims Made" form if an Occurrence form is not commercially available). Certificates must include a 60-day notice of cancellation to any of the policies or equivalents specifically naming the Owner. A waiver of subrogation clause in favor of the Owner shall be attached to the Workers Compensation, General Liability and Automobile Liability. All Engineers or other Consultants retained by the Architect shall carry and produce evidence of the same amounts of insurance coverage under the same conditions described above, and of a type acceptable to the Owner, unless different coverage is agreed to in advance by the Owner.

~~§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Architect's failure to comply with the insurance requirements set forth in Section 2.5 shall constitute a breach of this Agreement by the Architect and entitles the Owner to declare the Agreement void if the Architect does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.~~

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~~§ 3.1 The Architect's Basic Services. Services, as applicable to the individual Project, consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services. 3, other provisions of this Agreement and otherwise designated as Basic Services elsewhere in this Agreement and include, without limitation, usual and customary design, structural, mechanical, electrical, plumbing, lighting, architecture, acoustics, interiors, and consulting services, unless otherwise revised by Section 4.1. Without limitation, Basic Services shall further include any services designated as such by Article 4.1. 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 under the same or similar circumstances, regardless of whether or not a specific responsibility or task is included or identified in this Agreement.~~

~~§ 3.1.1 The Architect shall manage the Architect's services, perform and manage the Architect's services and administer the Project in accordance with this Agreement as amended for the Project and in accordance with the AIA Document A201-2017™, General Conditions of the Contract for Construction, as amended for the Project (sometimes referred to as the "General Conditions of the Contract"), consult with the Owner and Owner's designated representative, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner. progress to the Owner through the issuance of progress reports to Owner and Contractor (where applicable, the term "Contractor" shall be inclusive of the Construction Manager), as more specifically defined hereafter. Architect agrees that the AIA Document A201-2017™, as amended for this Project, may be subject to subsequent amendments based upon negotiations between Owner, Architect and Contractor. As a condition of further service, Architect shall provide to Owner a signed statement stating Architect's agreement to adhere to any such negotiated amendments.~~

- .1 Upon request of the Owner's representative, the Architect shall make presentations to Owner's representatives to review the design of the Project. In addition, the Architect shall make presentations to Owner's Board of Trustees to present Schematic Design, Design Development and Construction Documents as requested by the Owner.
- .2 The Architect shall submit design documents to the Owner at intervals appropriate to the design process as designated in this Agreement, as amended, for purposes of evaluation and approval by the Owner's

Board of Trustees or designee, as specified herein. The Architect shall be entitled to rely on approvals received from the Owner's Board of Trustees in the further development of the design, provided that nothing herein shall relieve Architect of responsibility to liability for design defects, errors, or omissions.

§ 3.1.2 As part of the Architect's Basic Services, the Architect shall carefully study the information provided by the Owner relative to the Project; shall visit and carefully observe the site where the Project is to be located and the surroundings and adjacent areas; observe any conditions at the site affecting or that might affect the Project; evaluate the location and nature of the Work to be performed; review the geotechnical reports for the nature of the ground and subsoil, the form and nature of the site, and the subsurface conditions of the site if required for the Project; take field measurements of any existing conditions; familiarize itself with the local conditions under which the Project is to be constructed and the construction work is to be performed; examine the location and character of existing or adjacent work or structures; and assess the general character and accessibility of the site. Without limiting any other obligations of the Architect set forth in this Agreement, the Architect shall make recommendations to the Owner for the location of any geotechnical testing if required for the Project. The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. ~~The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, consultants through the Owner's designated representative.~~ The Architect reasonably may rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's ~~consultants~~ consultants; however, the Owner does not warrant or guarantee the accuracy or completeness of such services or related information, or that any documents or information otherwise provided to the Architect accurately reflects the conditions at the site or of the Project. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, ~~omission, omission~~ or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. ~~The schedule initially shall include anticipated~~ The Architect and the Owner agree that the initial schedule for performance of the Architect's services are as set forth in this Agreement. The schedule includes dates for the commencement of construction and the dates for Substantial Completion and Final 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 and/or coordination of submissions by authorities having jurisdiction over the Project. ~~Once approved by the Owner, Subject to any agreed upon changes to the dates established in this Agreement and except for any reasonable cause proven to have actually affected such dates, time limits established by the schedule shall not, except for reasonable cause, not be exceeded by the Architect or Owner.~~ Architect. With the Owner's prior written approval, for reasonable cause, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. If Contractor is a Construction Manager-at-Risk, then the Architect shall assist the Construction Manager-at-Risk in the preparation and periodic update of the Project schedule.

§ 3.1.4 ~~The Matters of aesthetics are within the Owner's sole discretion. Except as provided in this Agreement or the Contract for Construction between the Owner and the Contractor, the Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given substitution made without the Architect's written approval.~~

§ 3.1.5 The Architect shall review and shall perform its services in compliance with applicable national, federal, municipal, and state of Texas laws, regulations, codes, ordinances, orders, and with those of any other body having jurisdiction in effect at the time of performance and as reasonably interpreted. The Architect shall review and be responsible for compliance with laws, codes and regulations applicable to the Architect's services, including without limitation, school facility standards found in 19 Texas Administrative Code, Chapter 61, subchapter CC and Texas Health and Safety Code Section 341.065, if applicable to this Project. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. The Architect shall comply with all policies, regulations, and rules of the Owner including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, pornography, harassment, and tobacco on District property), and fraud and financial impropriety. If applicable, the Architect shall certify that it has reviewed the standards contained in 19 Texas Administrative Code, Chapter 61, subchapter CC, and used the professional judgment and reasonable care consistent with the practice of architecture or engineering in the State of Texas in executing the Construction Documents. The Architect's signature and seal on the Construction Documents shall certify compliance. The Architect shall perform a building code search under applicable regulations that may influence the Project, and shall certify that the design has been researched before it is final. The Architect shall design the Project in such a

manner that the Project or each part of the Project is readily accessible to and usable by individuals with disabilities, in compliance with the Americans with Disabilities Act, federal regulations interpreting the Americans With Disabilities Act, Texas Government Code Chapter 469, and all requirements or standards of the Texas Department of Licensing and Regulation. The Architect shall make any and all revisions to the Drawings until the Building and/or Project receives approval through the process defined by the Elimination of Architectural Barriers program of the Texas Department of Licensing and Regulation. It shall be the responsibility of the Architect to address revisions or amendments to applicable codes or standards which arise after the date of execution of the Agreement and until the date of substantial approval. The Architect shall, at appropriate times, contact the governmental authorities required to coordinate and/or approve the Construction Documents and the entities providing utility services to the Project. The In designing the Project, the Architect shall respond to applicable design requirements imposed by those authorities and entities such governmental authorities and by such entities providing utility services. Design of the extension of utility services necessary for completion of the project, but not provided by entities providing utility services to the Project, shall be conducted by the Architect. The cost of construction of the lines designed by the Architect shall be considered a Cost of the Work and the Architect shall be compensated for such design work as a Cost of the Work. In the event that the utility extension work is to be issued as a separate package from the Project for bidding or construction, or is to be completed on a timeline that is different from the Project, the Architect may be entitled to additional services instead of including such work within the Cost of the Work. Requests for additional services shall be submitted in writing by the Architect and approved in writing by the Owner prior to the time such services are performed.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the coordination and/or approval of governmental authorities having jurisdiction over the Project.

3.1.7 The Architect is responsible for hiring and coordinating the work of all of its consultants so that their services are appropriate for and adequately incorporated into the design of the Project. The Owner reserves the right, in its sole discretion, to reject the employment by the Architect of any consultant for the Project to which the Owner has reasonable objection. The Architect, however, shall not be required to contract with any consultant to which it has a reasonable objection. The Architect shall pay for its consultants' services out of its fees. The Owner is not responsible for any consultant fee or costs unless expressly agreed to in writing.

3.1.8 The Architect's senior principal or other representative as defined herein who is responsible for managing the Project shall not be changed without the prior written approval of the Owner. The day-to-day Project team will be led by the senior principal or other representative as identified herein unless otherwise directed by the Owner or prevented by factors beyond the control of the Architect.

3.1.9 The Architect shall take reasonable steps necessary to seek compliance so that the Construction Documents are adhered to by the Contractor. The Owner's decisions on matters relating to aesthetic effect shall be final.

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§ 3.2.1 The Architect shall review the program and conform to the Owner's approved Project program, preliminary design, budget and schedule of phases of work and other information furnished by the Owner, and shall review and follow all laws, codes, and regulations applicable to the Architect's services, as set forth in Section 3.1.5 or elsewhere in this Agreement.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, and preliminary design, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, the Work (limited to project elements within the Architect's scope), Project site, and the proposed procurement and delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner in writing of (1) any inconsistencies discovered in the information, Initial Information or other information provided to or obtained by the Architect, and (2) other information or consulting services that may be reasonably needed for the Project. The Architect shall visit the Owner's Project site and shall provide to 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 the Work. The Architect shall include, in the written report, an identification and evaluation of the location, availability, adequacy, capacity, and sufficiency of all utilities necessary to serve the completed Project. The Architect shall address with the Owner any existing easement or rights-of-way which may interfere with Owner's Project. As soon as practicable after execution of this Agreement and, if possible, before Owner's Board of Trustees designates a method of construction contract procurement, the Architect shall

review the Owner's proposed method of contracting for construction services and shall notify the Owner in writing of anticipated impacts that such method may have on the Owner's program, financial and time requirements, and the scope of the Project.

§ 3.2.3 The Architect shall present its written preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding all standards and work to be done with the Owner's budget, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach a written understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon in writing with the Owner, the Architect shall prepare and ~~present~~ present for the Owner's ~~approval~~ approval a written preliminary design illustrating the scale and relationship of the Project components. Before proceeding to the Design Development Phase, the Architect shall obtain the Owner's written acceptance of the Design Documents and Owner's approval of the Architect's preliminary construction cost estimate and any recommended changes to the schedule; provided, however, this approval shall not relieve the Architect of the Architect's responsibility and liability to provide documents reasonably free of material defects as required by the standard of care.

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

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

§ 3.2.5.2 The Architect shall ~~consider~~ consider, and, if applicable, consult with the Construction Manager at Risk regarding the value of alternative materials, building systems and equipment, together with other considerations based on program/preliminary design and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 ~~The Architect shall submit to the Owner an~~ When the Project requirements have been sufficiently identified, including Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities, the Architect, and if applicable, the Construction Manager at Risk, shall prepare a preliminary estimate of the Cost of the Work prepared in accordance with Section 6.3. To the extent the Owner has stipulated construction budget limitations for the Project, such estimated Cost of Work shall not exceed the Owner's budget limitations, unless agreed to in writing by the Owner.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the ~~Owner, and request the Owner's~~ Owner by the date set forth in the Initial Information; advise the Owner in writing, that documents are in compliance with applicable law, including 19 Texas Administrative Code Chapter 61, Subchapter CC, if applicable, and request the Owner's approval. Architect shall not proceed to the Design Development Phase without the approval of Owner's Board of Trustees or the Board's designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents that are sufficient for Owner to complete the construction of the Project and are free from material defects or omissions. Architect shall bear full responsibility for any and all resulting excess costs incurred by Architect in proceeding without required approval.

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§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design

Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents. ~~Documents, shall refine the Project design,~~ and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work ~~prepared in accordance with Section 6.3 and shall conform the estimated Cost of Work to the Owner's budget. Such estimate of the Cost of the Work shall not exceed the Owner's limitations, unless agreed to in writing by the Owner.~~

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner by the date set by the Owner, advise the Owner in writing that documents are in compliance with applicable law, including 19 Texas Administrative Code Chapter 61, Subchapter CC, if applicable, and of any and all adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

3.3.4 Before proceeding to the Construction Document Phase, the Architect shall obtain the Owner's written approval and acceptance of the Design Development Documents and updated budget for the Cost of the Work; provided, however, this approval shall not relieve the Architect of the Architect's obligations, responsibilities and/or liability to provide documents reasonably free of material defects as required by the standard of care. The Architect shall bear full responsibility and all resulting excess costs incurred by the Architect in proceeding without the Owner's approval.

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§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, ~~Work; the Owner's educational program; and any educational specifications and requirements set forth in 19 Texas Administrative Code, Chapter 61, Subchapter CC,~~ the Architect shall prepare Construction Documents for the Owner's approval. "Construction Documents" means all drawings, 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 shall set forth, in detail, the requirements of construction of the Project. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and ~~Specifications-Specifications, schedules, diagrams, and all other documents as are necessary to construct the Project, setting forth in detail the quality levels and performance criteria-~~ of materials and systems and other requirements for the construction of the Work. ~~The Owner and Architect acknowledge that, in order to perform-~~ The Construction Documents shall reflect all agreements between the Owner and the 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 provide information as is reasonably necessary for the use of the Construction Documents by the Contractor and those in the building trades and construction industry to perform the Work and shall include all documents required for regulatory agency approvals. The Construction Documents shall set forth in detail the requirements for construction of the Project that comply with applicable laws, ordinances, codes, rules, and regulations, as of the date of issuance of Construction Documents including the current interpretation of Title IX, Texas Accessibility Standards, and regulations promulgated by the Texas Education Agency (TEA) for facility standards, which shall be reasonably free of design defects or omissions. The Architect's or engineer's signature indicates that the Architect or engineer has exercised the standard of care as defined herein. The Owner and the Owner's authorized representatives shall review all Construction Documents and must provide written approval of same prior to release of the documents for competitive procurement or negotiation purposes. Approval of the Construction Documents by the Owner shall not relieve the Architect of any of its obligations, responsibilities, or liability to the Owner under this Agreement. 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 Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. ~~the Project, and where applicable,~~ include information related to trench excavation safety. Outdoor lighting fixtures, if any, shall meet the statutory energy conservation and light pollution standards established by the State of Texas Health and Safety Code. All

ventilation and indoor air quality systems designed by the Architect shall meet the indoor air quality voluntary guidelines established by the State of Texas Health and Safety Code.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, if requested by the Owner, the Architect shall assist the Owner, and, if applicable, the Owner's legal counsel, in the development of (1) bidding and procurement information which describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual Conditions) as amended for the Project. After consultation with the Owner, the Architect shall also compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications, Specifications and may include bidding requirements and sample forms. As required by law, all bid or proposal documents and contracts shall include, if applicable, all required information related to trench excavation safety. Texas Health and Safety Code Section 756.021 et seq. Proposal documents shall contain the prevailing wage rates in accordance with Chapter 2258 of the Texas Government Code; the adopted prevailing wage rates for the Project are indicated in the Contract Documents. The Architect shall include in the Project specifications the requirement that payment and performance bonds are to comply with the requirements of the Texas Insurance Code Chapter 3503 and the Texas Government Code Chapter 2253; that all insurance companies or sureties are licensed to do business in the State of Texas; and, where bond amounts exceed \$100,000, insurance companies or sureties hold a certificate of authority from the United States Secretary of the Treasury; or, reinsurance for liability in excess of \$100,000 from a reinsurer authorized and admitted as a reinsurer in the State of Texas and that is a holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. The Owner and the Architect reserve the right to rely on the United States Secretary of the Treasury list of companies holding certificates of authority to determine whether the surety or reinsurer complies with the legal requirement.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3-Work. To the extent the Owner has stipulated a construction budget limitation for the Project, as may be amended pursuant to Section 3.4.1, such estimated Cost of the Work shall not exceed the Owner's budget limitations, unless agreed to in writing by the Owner. If the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then 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 as provided herein, and, in doing so, shall notify Owner, in writing, of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic, and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality, or budget. Owner shall consider Architect's recommendations but shall decide, in its discretion, what adjustments to make.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval by the date established by the Owner. Architect shall not proceed to the Procurement Phase without the approval of Owner's Board of Trustees, or Board designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project and are free from material defects or omissions. Architect shall bear full responsibility for any and all resulting excess costs incurred by Architect in proceeding without required approval.

3.4.6 After Owner's approval of the Construction Documents, the Architect shall not make or approve any changes in the Work, unless those changes do not involve an adjustment in the Contract Sum or Contract time, without prior written consent of the Owner. The Architect shall be liable to Owner for any damages arising from or caused by any changes to the Work made or approved by the Architect without the Owner's prior written consent.

3.4.7 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 the best professional judgment and reasonable care consistent with the practice of architecture in the State of Texas in executing the Construction Documents and that these documents conform with the provisions of 19 TAC §61.1036.

- .2 It has performed a building code search under applicable regulations that may influence the project, and the design has been researched prior to becoming final.
- .3 It has designed the facility according to the provisions of 19 TAC §61.1036 based on the long-range school facility plan and/or educational specifications, building codes specifications, and all documented changes to the Construction Documents provided by the District.

3.4.8 Architect shall submit the Construction Documents for review and approval to the Texas Department of Licensing and Regulation any time the renovation, modification, or alteration of the Work has an estimated construction cost of \$50,000 or more and shall notify Owner of same. Architect shall not allow Contractor to file an application with any local governmental entity for a building construction permit until after Architect's submission to the Texas Department of Licensing and Regulation.

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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~~ Owner, and if applicable, the Owner's legal counsel 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. The Owner will select the method that provides the best value for the Project.

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§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents. As used herein, the terms "bid," "Bid," "Bidding," and "Bidding Documents" shall include and mean any form of competitive procurement selected by the Owner and the applicable documents related thereto under Chapter 44 of the Texas Education Code and Chapter 2269 of the Texas Government Code.

...

- .1 facilitating the distribution of Bidding Documents-if requested by the Owner, assist in preparation of bid documents;
- .2 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .3 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;
- ~~.2~~ .4 organizing and conducting a pre-bid conference for prospective bidders;
- ~~.3~~ .5 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- ~~.4~~ .6 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner;
- .7 organizing and participating in selection interviews with prospective contractors and
- .8 if requested by Owner, participating in negotiations with prospective contractors, and subsequently preparing a summary report of negotiating results, as directed by Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders. The Architect shall review, in conjunction with the Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project, and the quality of the construction with Owner's overall budget for the Project.

§ 3.5.3 Negotiated Proposals

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents. The Architect shall assist the Owner in obtaining construction services and shall assist the Owner in awarding and preparing contracts for construction.~~

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

- ~~.1~~ facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

- ~~2~~ — organizing and participating in selection interviews with prospective contractors;
- ~~3~~ — preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- ~~4~~ — participating in negotiations with prospective contractors, by participating in negotiations with prospective contractors and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, ~~as an Additional Service,~~ consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors. The Architect shall review, in conjunction with Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project, and the quality of the construction within Owner's overall budget for the Project.

...

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for ~~Construction~~. ~~If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.~~Construction, as amended for the Project and as specified in Section 3.1.1 herein. While on Owner's property and throughout Architect's services under this Agreement, the Architect shall comply with all policies, regulations, and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and prohibitions against fraud and financial impropriety.

§ 3.6.1.2 The Architect shall be a representative of the Owner and shall advise and consult with the Owner during the Construction Phase Services. ~~Services, attend weekly meetings with the Contractor, and issue written project reports.~~ The Architect shall have authority to act on behalf of the Owner only to the extent provided ~~in this Agreement in this Agreement~~ and subject to any limitations in law applicable to public school districts. Additionally, except as expressly set forth in this Agreement or the General Conditions of the Contract, the Architect shall not have the authority to approve any changes in the Work without the written approval by the Owner and in no event shall the Architect have the authority to approve any change that would modify the Contract Time or the Contract Sum/Guaranteed Maximum Price, as applicable. 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. Any services by Architect made necessary due to Architect's failure to discover a construction defect or nonconforming work shall be at no additional cost to Owner. Any architectural services by Architect made necessary by Architect's design errors or omissions shall be at no additional cost to Owner.

§ 3.6.1.3 Subject to Section 4.2 and ~~except as provided in Section 3.6.6.5, the~~ 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 upon final completion of the Construction Phase after the Architect determines that the Contractor has completed all work required by the Contract Documents including all punch list deficiencies and completion of one-year warranty phase services.

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§ 3.6.2.1 The Architect shall visit the site at least once per week (or more often, in accordance with industry standards or Owner's reasonable request) and at other intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with to (1) inspect the progress and quality of the Work completed, (2) to reject any observed non-conforming Work, (3) to become familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, and to determine, in general, (4) to guard the Owner against defects and deficiencies in the Work; (5) to determine if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. ~~However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality~~

of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work Documents and on time; and (6) to document the progress of the Work, in written and photographic form as appropriate. Contractor will hold regular job site meetings from commencement of construction through Final Completion. Attendees will include Owner's representative, the Contractor's project manager and/or superintendent, Architect's project representative, and the Architect.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Architect shall promptly notify Owner and Contractor, orally and in writing, of any observed fault or defect in the Project or nonconformance with Contract Documents and shall notify Owner of all corrective actions taken or recommended. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. Performance of any additional inspection or testing, which would result in additional cost to the Owner, shall require advance notice to and written approval of the Owner. However, neither this authority of the ~~Architect~~ Architect, nor a decision made in good faith either to ~~exercise~~ 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 testing or inspections required by this Section are subject to the requirements of Chapter 2269 of the Texas Government Code.

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

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

§ 3.6.2.5 ~~Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims.~~ The Architect shall promptly render initial written recommendations on Claims, disputes and other matters in question between the Owner and Contractor as provided in the Contract Documents.

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§ 3.6.3.1 The Architect shall observe the progress of the Work, evaluate, review and certify the amounts due the Contractor and shall issue certificates in such amounts, such amounts, if such amounts are validly requested, within seven days of receipt of the Contractor's 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, to the best of the Architect's knowledge, information and belief, the that the Work has progressed to the point indicated, indicated and that the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.~~ The foregoing representations are subject to (1) Documents. 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. The term "certify" as used by the Architect shall mean to state or declare a professional opinion in accordance with professional standards exercised by Architect in Travis County, Texas, of conditions known at the time such certifications are made. The Architect's certification of certain information or conditions in no way relieves the Contractor from meeting requirements imposed by contract or other means, including commonly accepted industry standards.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the ~~Work~~, Work except as otherwise required by this Agreement, (2) reviewed construction means, methods, techniques, sequences or procedures, (3)

reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

...

§ 3.6.4.2 ~~The Architect shall review and approve, or take other appropriate action upon.~~ In accordance with the Architect-approved 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. 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 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. The Architect shall promptly report in writing to the Contractor and the 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, roofing, foundations, outward appearance, color schemes, floor plans, building materials, or equipment without the Owner's prior written consent.

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

§ 3.6.4.4 ~~Subject to Section 4.2, the~~ The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for ~~information.~~ information at no additional charge to the Owner, and shall incorporate such changes in closeout documents furnished to the Owner at the completion of the Project.

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§ 3.6.5.1 ~~The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. With notice to and consent from the Owner, the Architect may authorize minor changes in the Work not involving an adjustment in the Contract Sum, or 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 of the Architect.~~

...

§ 3.6.5.3 The Architect shall prepare Drawings, Specifications, and other documentation and supporting data, and provide other services in connection with Proposal Requests; Architect's Supplemental Instructions; Change Orders; Allowance Authorization Expenditures; and Construction Change Directives at no additional expense to the Owner, whether initiated by the Owner, the Contractor or the Architect.

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of ~~final completion~~; Final Completion;
- .2 issue Certificates of Substantial ~~Completion~~; Completion and of Final Completion, using Owner's designated forms;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; ~~and~~;
- .4 issue a final Certificate for Payment based upon a final inspection indicating ~~that, to the best of the Architect's knowledge, information, and belief, the~~ that the Work complies with the requirements of the Contract ~~Documents~~; Documents; and
- .5 for any Work that exceeds \$50,000, Architect shall schedule and ensure completion of inspections with the Texas Department of Licensing and Regulation as required by Texas Government Code Section 469.105.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. The Architect's inspections shall continue until Final Completion is achieved and any warranty work is complete and accepted by the Owner.

§ 3.6.6.3 When ~~Substantial Completion has been achieved, the Work is found to be substantially complete, and when the Work is finally complete,~~ the Architect shall inform the Owner in writing 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. 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 3.4.7.3 above.

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

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and ~~performance~~; performance, including, without limitation, to identify defects, warranty issues, and proposed corrections; and to make appropriate written recommendations to the Owner.

ARTICLE 4 — SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 3.6.6.6 After written notification, regarding unsatisfactory performance and ten (10) day opportunity to cure, the Owner may withhold payments to the Architect, in an amount reasonable to cover estimated legally recoverable damages, to secure performance of Architect's services and obligations under any part of this Agreement.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Supplemental Additional Services

§ 4.1.1 ~~The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate~~ As applicable, the Architect shall furnish or provide the services below as Basic Services without additional compensation unless it is indicated below to be an Additional Service, in which case the Additional Service, if requested by the Owner and approved in writing in advance, shall be compensated to the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

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

| Supplemental Services | Responsibility <i>(Architect, Owner, or not provided)</i> |
|--|---|
| § 4.1.1.1 Programming | <u>Architect – Basic Service</u> |
| § 4.1.1.2 Multiple preliminary designs | <u>Architect – Basic Service</u> |
| § 4.1.1.3 Measured drawings | <u>Architect – Additional Services</u> |
| § 4.1.1.4 Existing facilities surveys | <u>Owner</u> |
| § 4.1.1.5 Site evaluation and planning | <u>Architect – Basic Service</u> |
| § 4.1.1.6 Building Information Model management responsibilities | <u>Architect – Basic Service</u> |
| § 4.1.1.7 Development of Building Information Models for post construction use | <u>Not provided</u> |
| § 4.1.1.8 Civil engineering | <u>Architect – Supplemental Service</u> |
| § 4.1.1.9 Landscape design | <u>Architect – Basic Service</u> |
| § 4.1.1.10 Architectural interior design | <u>Architect – Basic Service</u> |
| § 4.1.1.11 Value analysis | <u>Architect – Basic Service</u> |
| § 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3 | <u>Not provided</u> |
| § 4.1.1.13 On-site project representation | <u>Not provided</u> |
| § 4.1.1.14 Conformed documents for construction | <u>Architect – Basic Service</u> |
| § 4.1.1.15 As-designed record drawings | <u>Architect – Basic Service</u> |
| § 4.1.1.16 As-constructed record drawings | <u>Not provided</u> |
| § 4.1.1.17 Post-occupancy evaluation | <u>Not provided</u> |
| § 4.1.1.18 Facility support services | <u>Not provided</u> |
| § 4.1.1.19 Tenant-related services | <u>Not provided</u> |
| § 4.1.1.20 Architect’s coordination of the Owner’s consultants | <u>Architect – Basic Service</u> |
| § 4.1.1.21 Telecommunications/data design | <u>Architect – Basic Service</u> |
| § 4.1.1.22 Security evaluation and planning | <u>Architect – Basic Service</u> |
| § 4.1.1.23 Commissioning | <u>Owner</u> |
| § 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3 | <u>Not provided</u> |
| § 4.1.1.25 Fast-track design services | <u>Not provided</u> |
| § 4.1.1.26 Alternate bid items | <u>Architect – Additional Service</u> |
| § 4.1.1.26 Multiple bid packages | |
| § 4.1.1.27 Historic preservation | <u>Not provided</u> |
| § 4.1.1.28 Furniture, furnishings, and equipment design (Excluding procurement and delivery) | <u>Architect – Additional Service</u> |
| § 4.1.1.29 Warranty Phase Support Services | <u>Architect – Basic Service</u> |
| § 4.1.1.29 Other services provided by specialty Consultants | |
| § 4.1.1.30 Land Surveying | <u>Owner</u> |
| § 4.1.1.30 Other Supplemental Services § 4.1.1.31 Geotechnical Services | <u>Owner</u> |
| § 4.1.1.32 Environmental Services | <u>Owner</u> |
| § 4.1.1.33 Graphics and Signage | <u>Architect – Basic Service</u> |
| § 4.1.1.34 Permitting | <u>Architect – Additional Service</u> |
| § 4.1.1.35 Space Schematics/Flow Diagrams | <u>Architect – Basic Service</u> |
| § 4.1.1.36 Owner-Supplied Data Coordination | <u>Architect – Basic Service</u> |

| Supplemental Services | Responsibility <i>(Architect, Owner, or not provided)</i> |
|--|---|
| <u>§ 4.1.1.37 Structural</u> | <u>Architect – Basic Service</u> |
| <u>§ 4.1.1.38 Mechanical, Electrical, Plumbing</u> | <u>Architect – Basic Service</u> |
| <u>§ 4.1.1.39 Acoustic A/V</u> | <u>Architect – Basic Service</u> |
| <u>§ 4.1.1.39 Traffic Design</u> | <u>Architect – Additional Service</u> |
| <u>§ 4.1.1.40 TAS Review / Inspection</u> | <u>Architect – Additional Service</u> |
| <u>§ 4.1.1.40 Roofing Consultant</u> | <u>Architect – Basic Service</u> |

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

1. Civil Engineering Billing Group 1: \$500,000.00

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

2. Civil Engineering Billing Group 2: \$415,000.00

3. Structural Tilt-Wall detailing services (if tilt wall system is selected): \$55,000.00

4. DAS Phase 2 Design (if needed): \$9,900.00

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

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

All Civil Engineering scope of work is included in supplemental services. The tilt-wall detailing services are only required if the exterior of the building is designed as tilt-wall. This will be determined by the client and will not be billed unless this system is accepted. DAS phase 2 design will be billed if required. A DAS system is required by the first responders to boost radio signal in buildings that have a weak signal. A test will be done near the end of construction to determine if this is required. If so, then this service will apply.

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

...

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. Additional services beyond those described as Basic Services in this Agreement may be provided after execution of this Agreement, without invalidating the Agreement if agreed to in writing by the Owner before performance of any such services. The Owner shall have no obligation to pay for any Additional Services performed unless and until the Owner agrees to such Additional Services in writing and to the amount of increase in compensation for same and signed by the Owner. If the Owner deems that all or a part of such Additional Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. The Architect shall not be entitled to an upward adjustment in compensation or Reimbursable Expenses due to the fault or error of the Architect or Architect's consultants, but may be subject to a downward adjustment in compensation. .

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect may be

entitled to an adjustment and shall not proceed to provide the following ~~Additional Services~~ services until the Architect receives the Owner's written ~~authorization~~ authorization. Subject to the limits and requirements set forth in this Agreement, the following would be considered Additional Services:

- ~~.1~~ Services necessitated by a significant change in the Initial Information, previous instructions or approvals given by the Owner, or a material-significant change in the scope of the Project including but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery ~~method~~ method, except when such change is required due to an error or omission of the Architect or any of the Architect's consultants;
- ~~.2~~ Services necessitated by the ~~enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;~~ Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- ~~.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; and approved Instruments of Service necessitated by enactment or revision of codes, laws, or regulations, or official interpretations ;~~
- ~~.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; and
- ~~.9~~ Evaluation of the qualifications of entities providing bids or proposals;
- ~~.10~~ .5 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- ~~.11~~ Assistance to the Initial Decision Maker, if other than the ~~Architect~~ construction.

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

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

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- ~~.1~~ (—) Five (5) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the ~~Contractor~~ Contractor;
- ~~.2~~ (—) Five (5) Visits to the site by the Architect during construction as required by Section 3.6.2.1;
- ~~.3~~ (—) Five (5) inspections for ~~any each~~ portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract ~~Documents~~ Documents; and
- ~~.4~~ (—) Five (5) inspections for ~~any each~~ portion of the Work to determine final completion.

~~§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.~~Intentionally deleted.

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

...

~~§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.~~consult with the Architect regarding the Owner's contemplated objectives, schedule constraints and criteria, requirements for and limitations on the Project site requirements, and will provide timely information as reasonably may be necessary for the Architect to provide Architectural services. The Architect shall be responsible for having knowledge of and adhering to any building code authority that may be applicable to the Project, including, without limitation, the requirements of the Texas Administrative Code.

...

~~§ 5.3 The Owner shall identify a representative authorized to 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. Except as otherwise delegated to administration, Owner's Board of Trustees, by majority vote at a properly called meeting, is the only representative of the Owner, a public independent school district, having the power to enter into a contract, approve changes in the Scope of the Work, approve a change resulting in an increase to the Contract Sum or Guaranteed Maximum Price of \$100,000 or more, approve a change in Owner's budget, or to agree to an extension of the date of Substantial Completion or Final Completion. The Owner designates Paul Norton, Superintendent, to sign contracts and other documents and to act on the Owner's behalf with respect to the Project. The Owner designates Robert Winovitch as its representative for day-to-day responsibilities of the Owner and for decision making authority as delegated by the Board and Superintendent.~~The Owner shall render decisions and approve the Architect's submittals in a reasonably timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

~~§ 5.4 The Owner shall furnish surveys to describe~~Upon written request of the Architect, the Owner shall furnish surveys known to Owner describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. Other than the metes and bounds noted in the legal description of the site, the Architect shall not be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. Other than the metes and bounds noted in the survey, if any, Owner does not guarantee the accuracy of surveys provided, including the locations of utility lines, cables, pipes, or pipelines, or the presence or absence of easements. Architect shall review this information and shall provide to Owner a written request for additional information needed, if any, for Architect to adequately perform services hereunder. Upon receipt of this request, the Owner will procure and provide to the Architect the information requested. Any costs associated with the discovery of unknown subsurface conditions will be the responsibility of the Owner.

~~§ 5.5 The Owner shall~~may furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground

corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

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

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§ 5.9 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.~~ Documents to be furnished by the Owner. To the extent that tests, inspections, and reports are not required by law or the Contract Documents to be furnished by Owner, but are deemed necessary by the Architect or Owner, then they shall be furnished by Architect, unless Architect receives Owner's written permission to charge Owner for the services or Owner agrees to separately contract for the services.

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

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

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

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

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§ 5.15 ~~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.~~ ~~Intentionally deleted.~~

...

§ 6.1 For purposes of this Agreement, the ~~Cost of the Work shall be compensation to the Architect shall be based on the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, be based on the actual amounts paid for the Cost of the Work (as defined in the construction contract); and the Contractors' general conditions costs, overhead and profit (collectively "Construction Costs"), which may be a lump sum or Guaranteed Maximum Price. To the extent that the Project is not completed or constructed, the Cost of the Work shall include the estimated cost to the Owner of all elements of the Project designed by the Architect and accepted by the Owner but not constructed by the Owner. The Cost of the Work does not include the compensation of the Architect, Architect, the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; Work or other costs that are the responsibility of the Owner of the Owner, including purchase of equipment, furniture, fixtures, or pre-fabricated items, and does not include any amounts budgeted or included in allowances or contingencies unless actually paid by the Owner to the Contractor. For alternate bids, requested by the client, the compensation to the Architect shall be based on the~~

estimated or actual value of the work through the phase completed. For example, an alternate bid that bids and is not accepted shall be paid through the bid phase for the scope of work.

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

§ 6.3 The Architect, and the Construction Manager at Risk, if applicable, shall prepare a preliminary estimate of the Cost of the Work, which shall incorporate Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. As the design process progresses through the end of the preparation of the Construction Documents, the Architect, and, if applicable, the Construction Manager at Risk, shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. The Architect shall cooperate with 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. In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; ~~Project with the prior consent of Owner's Board of Trustees or designee;~~ and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential elements of the Project. Architect shall present the redesign to Owner for Owner's approval and, in doing so, shall notify Owner in writing 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 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. ~~budget. Owner shall consider Architect's recommendation, but shall decide, in its discretion, what adjustments to make.~~

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- .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~~ alternative; ~~or~~
- .6 direct the Architect to redesign the Project to meet the Owner's budgetary, programmatic, and quality needs.

§ 6.7 If the Owner chooses to proceed under ~~Section 6.6.4,~~ the Architect Sections 6.6.4 or 6.6.5, 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 6.6.1. ~~If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the~~

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

6.8 If, after commencement of the Work, the Cost of the Work is exceeded due to the negligent errors or omissions of the Architect, in accordance with the standard of care, then the Architect shall bear financial responsibility to Owner for the increase in the Cost of the Work, except for all materials, labor, and overhead related to the betterment obtained by the Owner. By way of example, the Architect shall bear responsibility for the difference between what would have been the original cost of that portion of the Work, but for Architect's negligent error or omission, in accordance with the standard of care, and the actual cost of that portion of the Work performed to remedy the negligent error or omission. Further, Architect shall not be entitled to Architect's fee for the excess Cost of the Work. Unless Architect disputes the amounts due pursuant to the alternative dispute resolution process provided in Article 8 of this Agreement, as amended, Owner shall be entitled to withhold from sums due to Architect the amounts detailed above.

ARTICLE 7 — COPYRIGHTS AND LICENSES

ARTICLE 7 COPYRIGHTS AND LICENSES/OWNERSHIP OF PROJECT DOCUMENTS

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. Drawings, Specifications, and other Documents, including those in electronic form, and excluding building models, prepared by the Architect are Owner's Property ("Work Product") through which the Work to be executed by the Contractor or is to be performed. The Architect may retain one record set of the Work Product or additional copies as approved by the Owner in writing for the Architect to perform its services under this Agreement. Neither the Architect nor any design consultant or professional, other consultant, or employee of the Architect shall own or claim a copyright in the Work Product, and unless otherwise indicated, the Owner will own them and have all common law, statutory, and other reserved rights, in addition to the copyright, upon creation of the Work Product. To this end, Architect agrees and does hereby assign, grant, transfer, and convey to Owner, its successors and assigns, Architect's entire right, title, interest and ownership in and to such Work Product, including, without limitation, the right to secure copyright registration. Architect confirms that Owner shall own Architect's right, title, interest in and to, including the right to use and reproduce, to perform publicly, and to display, all such Work Product, whether or not such Work Product constitutes a "Work Made for Hire" as defined in 17 U.S.C. § 201(b). All copies of Work Product, except the Architect's record set, shall be returned or suitably accounted for to the Owner upon completion of the Work. The Work Product and copies thereof furnished to the Architect are for use solely with respect to this Project unless approved in advance by the Owner. They are not to be used by the Architect on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner. The Architect is authorized to use and reproduce applicable portions of the Work Product appropriate to and for use in the execution of its services under this Agreement. All copies made under this authorization may bear the statutory copyright notice, if any, shown on the Work Product and shall be returned to Owner at the completion of the Work as set forth herein. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in dereliction of the Owner's copyrights or other reserved rights. Except for its record set, Architect shall deliver all copies of the Work Product to Owner upon the earlier to occur of the Owner's request, completion of the Work, or termination of this Agreement for any reason. In exchange for the rights granted herein, the Owner agrees not to sell the Work Product created by the Architect or any design professional or consultant to any third party, but may provide a copy of the Work Product to a subsequent purchaser or transferee in connection with the sale of or transfer of title to the building or structure to which the applicable Work Product pertains. Notwithstanding the foregoing, and intellectual property owned by the Architect prior to the performance of services under this Agreement, such as standard details and specifications that are not specific to this Project or any Sub-Project, shall remain the property of the Architect..

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. Work Product may be used as a prototype by the Owner for other facilities. The Owner may elect to use the Architect to perform the site adaptation

and other professional services involved in the reuse of the Work Product. If such is the case, the Architect is obligated to perform the work for an additional compensation that will fairly compensate the Architect only for the additional work involved. It is reasonable to expect that the fair additional compensation may be significantly less than the fee provided for under this Agreement. If the Owner elects to employ a different architect to perform the site adaptation and other professional services involved in the reuse of the Work Product, the Architect shall commit its consultants to the terms of this Article. If the Owner uses the Work Product for any other project, except for any subsequent use other than with the review, adaptation administration and/or other involvement of the Architect in the subsequent project, the Owner shall release the Architect from any liability for any errors and omissions in connection with such subsequent use.

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

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.~~Intentionally deleted.~~

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

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

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§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than ~~10~~ twelve (12) years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are fully 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, as amended for this Project. 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. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provide herein and as specifically authorized by law.

...

§ 8.1.4 In any litigation under this Agreement, reasonable and necessary attorneys' fees may be awarded to the prevailing party.

§ 8.1.5 When Owner has an applicable claim for construction defects, Owner shall comply with the provisions of Texas Government Code Chapter 2272 related to the provision of notice of defects and the Contractor's or Architect's opportunity to cure.

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution, unless the filing deadlines under applicable statutes of limitation and/or repose would otherwise expire. If suit is filed before mediation in order to avoid expiration of limitations and/or repose, then the parties agree to submit the matter to mediation as soon as reasonably possible. Claims for injunctive relief shall not be subject to this Section.

§ 8.2.2 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 Agreement. A request for mediation shall be made in writing, delivered to the other party to this the 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. 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. Signed, written agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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

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Litigation in a court of competent jurisdiction

Other: *(Specify)*

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

...

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

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

~~constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~Intentionally deleted.

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

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

...

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

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

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

...

~~§ 9.1 If the Owner fails to make timely payments of any undisputed amounts to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~Agreement if not cured by the Owner within ten (10) days following notice of any past-due payment, in accordance with Texas Government Code Chapter 2251. The Architect shall not be allowed to suspend the Architect's performance of services under this Agreement for nonpayment by Owner of disputed amounts. If the Architect fails to perform without good cause as required under this Agreement, including the failure to perform within the time and schedule required, such failure shall be considered a material breach and shall be cause for termination by Owner. For the Architect's failure to perform that does not affect the Owner's construction schedule, the Architect shall have ten (10) days from written notice of the Owner to cure any such breach before the Owner either suspends payment or terminates the Agreement.

~~§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services Project for more than ninety (90) consecutive days, through no fault of the Architect, the Architect may be compensated for any undisputed amounts for services reasonably and necessarily performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in direct, actual and verifiable expenses reasonably and necessarily incurred and not able to be recovered that were caused by 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.~~adjusted if the Architect is unable to make up for the time and perform its services within the time period agreed upon by the Owner and Architect.~~

§ 9.3 If the Owner suspends the Project for more than ~~90 cumulative ninety (90)~~ consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven (7) days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than ~~seven twenty-one (21)~~ days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause. The Owner may also terminate this Agreement on seven (7) days' written notice if the budget for the Cost of the Work, prior to commencement of the Work, is exceeded by the lowest bona fide bid or negotiated proposal.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements, together with Reimbursable Expenses then due.

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

(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:

The parties hereby agree that: 1) if an order for relief is entered on behalf of the Architect, pursuant to Chapter 11 of the U.S. Bankruptcy Code; 2) if any other similar order is entered under any debtor or relief laws; 3) if Architect makes an assignment for the benefit of one or more of its creditors; 4) if a receiver is appointed for the benefit of its creditors; 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Architect's performance. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Architect adequate assurance of future performance in accordance with the terms and conditions of this Agreement. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Architect's services in accordance with this Section.

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

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and ~~Section 9.7.~~ Sections 9.7 and 11.9.

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

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§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern ~~Section 8.3.~~ and any and all claims, disputes, and matters of controversy concerning this Agreement shall be governed, construed, and interpreted by the law of the State of Texas, without regard for any of its conflict of law provisions. In the event that litigation is filed, the parties agree that the exclusive and mandatory venue for any such litigation shall be in a court of competent jurisdiction located in Travis County,

Texas. As a material consideration of the making of this Agreement, this Agreement and the modifications to this Agreement shall not be construed against the author of said Agreement and modifications.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the ~~Contract for Construction~~ Contract, as modified by the Owner for the Project.

§ 10.3 The person signing below on behalf of the Architect warrants that he/she has the authority to execute this Agreement according to its terms. The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment. heirs, administrators, executors, trustees and legal representatives to this Agreement and all of the rights, obligations, terms, provisions, and conditions herein and included in any Exhibits. The Owner and the Architect recognize that this Agreement is based upon the skill and expertise of the parties and therefore agree that the Agreement and the obligations thereunder may not be assigned or delegated without the written consent of the other party, except as expressly allowed by this Agreement.

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

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

§ 10.6 Unless otherwise required in this 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 unless the Architect's acts or omissions, consistent with the standard of care as defined herein, introduced or caused or allowed to be introduced, said hazardous materials or toxic substances to the Project site. The Architect shall promptly disclose in writing to the Owner any hazardous materials specified for the Project or discovered on site, regardless of the date of discovery or the date on which the Architect learns of the hazardous nature of the materials.

§ 10.7 The Architect shall have the right to may include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. representations, but may not photograph students without prior written parental consent. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4. Owner provides notice that confidential and proprietary information shall include, but shall not be limited to, all items listed in Section 10.8.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement 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. The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public, or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar written agreements to maintain the confidentiality of information specifically designated as confidential by the Owner. Owner herein designates the

following as confidential information: security measures; security access codes; 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. As to Owner, the parties acknowledge that, as a public entity in the State of Texas, Owner is subject to, and must comply with, the provisions of the Texas Public Information Act, Texas Government Code Chapter 552 et seq. and the Texas Open Meetings Act, Texas Government Code, Chapter 551 et. seq..

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

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement. In the event that any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable.

§ 10.10 No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.

§ 10.11 Any notice given under this Agreement by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in this Agreement. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.

§ 10.12 To the extent of conflicts between the Contract Documents, amendments shall prevail over original forms.

§ 10.13 Contracting Information:

.1 By entering into this Contract, pursuant to Texas Government Code 552, Subchapter J, the Architect agrees to be bound by the following terms if the Contract has a stated expenditure of at least \$1,000,000 for the purchase of goods or services by the District or if the Contract results in the expenditure of at least \$1,000,000 in public funds for the purchase of goods or services by the District in a fiscal year of the District. If the District receives a written request for public information related to this Contract that is in the possession or custody of the Architect and not in the possession or custody of the District, the District shall send, not later than the third business day after the date the District receives the written request, a written request to the Architect that Architect provide that information to the District.

.2 The Architect must:

- .1 Preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the District for the duration of the Contract;
- .2 Promptly, within four business days, provide to the District any requested contracting information that is in the custody or possession of the Architect upon request of the District; and,

.3 On completion of the Contract, either:

- .1 Provide to the District at no cost all contracting information related to the Contract that is in the custody or possession of the Architect; or
- .2 Preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the District.
- .3 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 the requirements of that subchapter.
- .4 Further, under Texas Government Code Chapter 552.372(c), the District may not accept a bid for or awarding of a contract to an entity that the District has determined has knowingly or intentionally failed in a previous bid or contract to comply with Subchapter J, unless the District determines and documents that the entity has taken adequate steps to ensure future compliance.
- .5 If a Architect fails to provide to the District the requested information, Texas Government Code Chapter 552.373 requires the District to notify the Architect in writing of the failure and allow 10 business days to cure the violation. District may terminate the Contract if Architect fails to remedy the failure, District determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.

§ 10.14 NO LIENS. The parties agree that no architect, engineer, mechanic, contractor, materialman, artisan, laborer, or subcontractor, whether skilled or unskilled, shall ever, in any manner, have claim or acquire any lien upon the Project of whatever nature or kind so erected or to be erected by virtue of this Agreement, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas, or upon any funds of Owner.

§ 10.15 It is understood and agreed that the relationship of Architect to Owner shall be that of an independent contractor. Nothing contained in this Agreement or inferable from this Agreement shall be deemed or construed to: 1) make Architect the servant or employee of the Owner; or 2) create any partnership, joint venture, or other association between Owner and Architect. Any direction or instruction by Owner or any of its authorized representatives in respect to the Architect's services shall relate to the results the Owner desires to obtain from the Architect, and shall in no way affect the Architect's independent contractor status.

§ 10.16 No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition, or agreement herein contained.

§ 10.17 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.

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

§ 10.19 ISRAEL/TERRORIST ORGANIZATION/ANTI-BOYCOTT/DISCRIMINATION

§ 10.19.1 Pursuant to Texas Government Code Chapter 2271, the Consultant represents and warrants to the Owner that the Consultant does not boycott Israel and will not boycott Israel during the term of this Agreement.

§ 10.19.2 Consultant verified 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 Consultant has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement.

§ 10.19.3 The Consultant represents and warrants to the Owner that the Consultant does not boycott energy companies as contemplated by Chapter 809 of the Government Code and will not boycott energy companies during the term of this Agreement.

§ 10.19.4 The Consultant represents and warrants to the Owner that the Consultant does not discriminate against firearm and ammunition companies and trade associations as contemplated by Chapter 2274 of the Government Code and will not so discriminate during the term of this Agreement.

10.20 CRIMINAL HISTORY RECORD CHECKS

10.20.1 Architect shall obtain all criminal history information required by Texas Education Code Chapter 22.0834 or cause such information to be provided to Owner, the Texas Department of Public Safety ("DPS") or such entity as is designated by Owner for any employees required by statute to submit to a fingerprint-based background check through the DPS FACT Clearinghouse of Texas. Architect will cooperate with Owner to determine which Architect employees, if any, are required to submit to such background check. Before beginning any Work on the Project, Owner and Architect will confer and ensure that any such required employees undergo a check, and Architect shall fully cooperate with Owner during this process. Upon request by Owner, Architect will provide any requested information regarding applicable employees, so that the Owner may obtain criminal history recommended information on such employees. Architect shall assume all expenses associated with obtaining criminal history record information.

10.20.2 Architect will not assign any "covered employee" with a "disqualifying criminal history," as those terms are defined below, to work on the Project. If Architect receives information that a covered employee has a reported disqualifying criminal history, including any such information shared by Owner, then Architect will immediately remove the covered employee from the Project and notify the Owner in writing within three (3) business days. If the Owner objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Architect agrees to discontinue using that covered employee to provide services on Owner's Project. If Architect has taken precautions or imposed conditions to ensure that the employees of Architect and any of Architect's subcontractors will not become covered employees, Architect will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

10.20.3 For the purposes of this Section, "covered employees" means employees, agents, or subcontractors of Architect or any of Architect's consultants who has or will have continuing duties related to the services to be performed on Owner's Project and has or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. "Disqualifying criminal history" means any conviction or other criminal history information designed by the Owner, or one of the following offenses; if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

10.20.4 Any subcontractor entity of the Architect shall be required by the terms of their contract with Architect to comply with the same terms set forth above regarding such subcontracting entity's employees.

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§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect for all undisputed payments. To the extent Owner disputes any payment allegedly due, Owner shall notify Architect that a dispute exists, shall list the specific reason for nonpayment, and shall give Architect an opportunity to cure the noncompliance or offer compensation for noncompliance that cannot be cured in accordance with Texas Government Code Section 2251.051(c) and (d). Owner shall further have the right to withhold payments as specified in Section 6.8 and 11.10.2.2 of this Agreement. Subject to the forgoing, the amount of the Architect's compensation shall be as follows:

...

(Insert amount) Refer to Supplemental Services for fixed fee scopes of work.

...

(Insert percentage value)8% of the Cost of Work

~~()% of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 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 accepted by the Owner shall be payable in accordance with Section 6.1 herein.~~

Compensation shall be paid based on the percentage of the services actually completed by Architect. Progress payments for services in each phase for services completed shall total the percentages applicable to each phase of Architect's services in 11.5.

...

~~§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, Additional Services approved in writing by the Owner prior to the performance of such services and subject to any other limitations set forth herein, the Owner shall compensate the Architect as follows:~~

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

~~on an hourly rate as set forth in Section 11.7.~~

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

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

Intentionally deleted.

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

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

Additional Services of the Architect's consultants, that are not part of Basic Services, will be made in accordance with Section 11.7.

~~§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: Payment for Basic Services shall be made in proportion to services performed so that the compensation at the completion of each phase for each Project as listed below shall equal the following percentages of the total basic compensation:~~

| | | | | | |
|------------------------------|--------------------|-----------|-----------|---|----|
| Schematic Design Phase | <u>Twenty</u> | percent (| <u>20</u> |) | %) |
| Design Development Phase | <u>twenty</u> | percent (| <u>20</u> |) | %) |
| Construction Documents Phase | <u>Thirty-five</u> | percent (| <u>35</u> |) | %) |
| Procurement Phase | <u>Five</u> | percent (| <u>5</u> |) | %) |
| Construction Phase | <u>Twenty</u> | percent (| <u>20</u> |) | %) |

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

~~§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, constructed including items for alternate bid, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, portions, in accordance with the schedule set forth in~~

Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services actually performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices that are performed on an hourly basis, whether as Additional Services or as otherwise defined in a project addendum, are set forth below, or in the case of consultants, shall be set forth in a project addendum.

...

Architect’s consultant’s rates shall be set forth in project addendums.

...

| | |
|---|--------------|
| <u>Principals</u> | <u>\$365</u> |
| <u>Senior associates, project managers</u> | <u>300</u> |
| <u>Project architects, Interior Designers, CA staff</u> | <u>255</u> |
| <u>Architectural staff + ID staff + professional techs.</u> | <u>205</u> |
| <u>Accounting staff</u> | <u>210</u> |
| <u>Clerical staff</u> | <u>205</u> |
| <u>Office expeditor</u> | <u>195</u> |

...

§ 11.8.1 Reimbursable Expenses as defined and described herein and below are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses Basic and Additional Services and consist of and shall mean the actual, reasonable and verifiable expenses necessarily incurred by the Architect and the Architect’s consultants directly related to the Project, and for which the Architect has submitted supporting documentation as follows:

- .1 Transportation and authorized out of town travel and subsistence; Intentionally deleted;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets; Intentionally deleted;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project; the Project, if authorized in advance by the Owner in writing;
- .4 Printing, reproductions, plots, and standard form documents; and standard form documents and courier expenses. The Architect shall obtain written approval of the type and quantity of the bid documents to be produced. Unauthorized printing, reproductions, plots and standard form documents shall be at no cost to the Owner;
- .5 Postage, handling, and delivery; Intentionally deleted;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner; Intentionally deleted;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project; Intentionally deleted;
- .8 If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants; Intentionally deleted
- .9 All taxes levied on professional services and on reimbursable expenses; Intentionally deleted;
- .10 Site office expenses; Intentionally deleted
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and; Intentionally deleted; and
- .12 Other similar Project-related expenditures-expenses, if approved in advance by the Owner in writing.

~~§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (—%) of the expenses incurred consultants. Markups on Reimbursable Expenses are not allowed.~~

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

~~(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)~~
Compensation for Use of Architect's Instruments of Services. The parties agree that Architect's compensation for Basic Services includes all licensing fees for Owner's use of the Construction Documents, including use after termination of this Agreement, to the extent allowed by this Agreement.

Intentionally deleted.

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

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

...

~~§ 11.10.2.1 Unless otherwise agreed, payments for services completed and approved 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.)~~

~~—%—Undisputed amounts shall be paid within the time period required under Texas Government Code Chapter 2251.021. Past due payments shall not bear interest.~~

~~§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. After written notification, regarding unsatisfactory performance and ten (10) day opportunity to cure, the Owner may withhold payments to the Architect, in an amount reasonable to cover estimated legally recoverable damages, to secure performance of Architect's services and obligations under any part of this Agreement.~~

~~§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times, provided to the Owner upon presentation of Architect's progress payment applications.~~

~~§ 11.11 Architect shall reasonably cooperate with Owner, at no additional cost to Owner, in connection with a legal proceeding against Owner that relates to the Project.~~

...

12.1 INDEMNITY

Approval of any Construction Documents by Owner shall not constitute and shall not be deemed to be a release of the responsibility and liability of Architect, its agents, employees, and subcontractors, for Construction Documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions, nor shall such approval be deemed to be an assumption of such responsibility and liability by Owner for any defect in the Construction Documents prepared by Architect, its agents, employees, subcontractors, or consultants, it being the

intent of the parties that the approval by Owner signifies Owner's approval of only the general design concept of the improvements to be constructed. In this connection, ARCHITECT SHALL, DURING THE CONSTRUCTION OF SAID PROJECT AND FOR A PERIOD OF TEN (10) YEARS AFTER SUBSTANTIAL COMPLETION (PLUS AN ADDITIONAL TWO (2) YEARS IF THE CLAIM IS PRESENTED IN ACCORDANCE WITH SECTION 16.008(c) OF THE TEXAS CIVIL PRACTICE & REMEDIES CODE), INDEMNIFY AND HOLD HARMLESS OWNER AND ALL OF ITS OFFICERS, TRUSTEES, AGENTS, REPRESENTATIVES, SERVANTS, AND EMPLOYEES FROM DAMAGE, LIABILITY, OR EXPENSE, INCLUDING ATTORNEYS' FEES, INCURRED BY OWNER ON ACCOUNT OF DAMAGE OR DESTRUCTION TO PROPERTY AND INJURIES, INCLUDING DEATH TO ANY OR ALL PERSONS, INCLUDING INVITEES AND EMPLOYEES OF THE OWNER, CONSTRUCTION MANAGER, ARCHITECT, OR SUBCONTRACTORS AND OF ALL OTHER PERSONS PERFORMING ANY PART OF THE WORK, THAT IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER, COMMITTED BY THE ARCHITECT, OR THE ARCHITECT'S AGENT, CONSULTANT UNDER CONTRACTOR, OR ANOTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL; provided and except, however, that this indemnification provision shall not be construed as requiring Architect to indemnify or hold Owner harmless for any loss, damage, liability, or expense on account of damaged property or injuries, including death to any persons, which may arise out of or may be caused by any act of negligence or breach of obligation under this Agreement by Owner or Owner's employees or agents, except Architect.

12.1.2 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under Paragraph 12.1, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect. It is understood and agreed that Subparagraph 12.1 above is subject to, and expressly limited by, the terms and conditions of Tex. Civ. Prac. & Rem. Code Ann. Sec. 130.001 to 130.005, as amended.

12.2 RECORDS RETENTION

If the Architect has not delivered all documents and records relating to this Project to the Owner, the Architect shall keep all accounting and construction records on the Project after Final Completion of the Project for at least the number of years required by the Texas Record Retention laws, in order for the Owner to comply with its records retention requirements, per the Texas Government Code Chapter 441, Subchapter L and the Texas Library and Archives Commission's Schedule.

12.3 COMPLAINTS

The Texas Board of Architectural Examiner has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas under the Architects Registration Law, Texas Occupation Code Chapter 1051. The Texas Board of Architectural Examiners can be reached at P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, by phone at (512) 305-9000, by fax at (512) 305-8900, or on the web at <http://tbae.state.tx.us>.

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§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral, constitutes the entire agreement and contract between the parties hereto and supersedes all prior or contemporaneous agreements, either written or oral. Verbal representations not contained herein shall not be binding on the parties unless acknowledged by them in writing. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

...

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
— (Insert the date of the E203-2013 incorporated into this agreement.) Architect, as amended for this Project.
- .2 Intentionally deleted.

Other Exhibits incorporated into this Agreement:

...

Exhibit A – Insurance Requirements

...

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

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT

PFLUGER ARCHITECTS

...

Paul Norton, Superintendent

Jessica Molter, Managing Principal



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Amber King, 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 11:37:47 ET on 09/25/2023 under Order No. 2114409644 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Attorney for Lake Travis ISD

(Title)

9/25/2023

(Dated)

EXHIBIT A

This Exhibit A is attached to and a part of the agreement between the Owner and Architect AIA B101-2017, as amended, (“Agreement”) for the Project (as defined in this exhibit and the Agreement) between Lake Travis Independent School District (“Owner” or “District”) and Pfluger Architects (“Architect”) for the Owner’s Project: CMR 23-02, Elementary #9, more particularly described in the Agreement (“Project”). The Architect will furnish insurance that meets the requirements set forth below:

1. **Insurance.**

1.1. Architect shall maintain, for the full term of the Agreement:

1.1.1. Comprehensive or commercial general liability insurance, with limits not less than \$1,000,000 per each occurrence, combined single limit, and \$2,000,000 general aggregate limit, for bodily injury and property damage, including coverage for contractual liability. Such policy/ies shall include within its/their scope coverage for claims including, but not limited to:

1.1.1.1. damages because of bodily injury (including emotional distress), sickness, disease, or death of any person other than Architect’s employers, or

1.1.1.2. damages arising from personal or advertising injury applicable to the Architect’s obligations under the Agreement, including liability assumed by and the indemnity and defense obligations of the Architect (see Certificate of Insurance attached).

1.1.2. Comprehensive or business automobile liability insurance, with limits not less than \$1,000,000 combined single limit, for bodily injury and property damage, including coverage for owned, non-owned, and hired automobiles (see Certificate of Insurance attached).

1.1.3. Workers’ Compensation, including employers’ liability insurance, with limits not less than \$1,000,000 each accident, occurrence or disease. Architect shall require Architect’s consultants, if any, to provide Workers’ compensation insurance for all consultants’ employees engaged in work under the subcontract. Architect shall comply with all applicable requirements of Texas Labor Code Title 5 (see Certificate of Insurance attached).

1.1.4. Professional Liability, with limits not less than \$2,000,000 each claim and \$ 2,000,000 in the aggregate (see Certificate of Insurance attached).

1.2. The coverage afforded thereby that lists Owner as additional insured shall be primary and non-contributory to any other existing valid and collectable insurance to the full limit of liability stated in the declaration, and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the

inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability.

- 1.3. Insurance companies shall be legally licensed and admitted through the Texas Department of Insurance to engage in the business of furnishing insurance in the State of Texas. All insurance companies shall have an "A-VIII" in Bests Rating Guide and shall be satisfactory to the District.
 - 1.4. Before commencement of the work under this Agreement, certificates of insurance and copies of endorsements shall be furnished to the Owner, with complete copies of policies to be furnished to Owner promptly upon request.
 - 1.5. All original and copies of certificates of insurance, endorsements, and policies shall (a) state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices; (b) except Worker's compensation and professional liability insurance, add Owner, Owner's members, directors, officers, trustees and employees of any of them as named additional insureds on all policies; (c) include a waiver of subrogation in favor of the Owner; (d) include the assigned Project and purchase order number, if applicable; and (e) include the following clause: "This policy shall not be non-renewed, or canceled, until notice has been mailed to the District. Date of cancellation may not be less than thirty (30) days after the date of mailing notice." Architect shall provide thirty (30) days advanced notice of any reduction in coverage limits or amount of insurance.
 - 1.6. Should any of the required insurance, except for professional liability be provided under a form of coverage that includes an annual general aggregate limit or provides that claims investigation or legal defense costs be included in such annual general aggregate limit, such annual general aggregate limit shall apply separately to the Project (with the insurer's endorsement provided to the Owner) or shall be two times the occurrence limits stipulated.
 - 1.7. If Architect fails to maintain any required insurance, the Owner, at its sole option and without incurring any further obligation to provide insurance, may take out insurance in such type and amount and to deduct the amount of the premium for such insurance from any sums due the Architect.
2. All capitalized terms used in this Insurance exhibit that are not otherwise defined herein shall have the same meaning as such terms in the Agreement.



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Approval of a Contract between Lake Travis ISD and FMG Architects Inc for the Educational Development Center Addition

RECOMMENDED ACTION

Approve the contract between Lake Travis ISD and FMG Architects Inc for the Educational Development Center Addition, and authorize the Superintendent or designee with the authority to execute the contract.

RATIONALE

In May 2023, the Board selected FMG Architects Inc for the design of the addition to the Educational Development Center for the 2023 Bond Program. FMG Architects Inc was selected based on their experience in similar K-12 projects and for the professionals serving on the project team. The administration is seeking approval to execute a contract with FMG Architects Inc.

BUDGET PROVISIONS

2023 Bond Program

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services
Robert Winovitch – Director of Facilities and Construction
Allyson Collins – General Counsel

ATTACHMENTS

FMG Architects Inc Contract

MEETING DATE

October 18, 2023



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the date last signed by the parties below.

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

Lake Travis ISD
3322 Ranch Rd. 620 S.
Austin, TX 78738
Telephone: (512) 533-6000

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

FGM Architects Inc.
3711 South Mopac Expressway
Building Two, Suite 150
Austin, TX 78746
Telephone: (512) 474-8085

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

CMR 23-06
EDC Addition

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.

Init.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the information and assumptions set forth in this Article 1 and other documents listed in this Agreement as exhibits in Section 13.2, including any individual project addendums.

The Architect will provide architectural and engineering services, as applicable, to include the design of the Project, creation of Construction Documents and construction administration for the Project in accordance with the Architect's Proposal, this Agreement with all exhibits, and all applicable laws.

§ 1.1.1 The Owner's program for the Project:

LTISD 2022 Bond Program

§ 1.1.2 The Project's physical characteristics:

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

EDC Addition to include approximately 8,820 square feet of space to accommodate additional space for the Lake Travis Education Foundation and Curriculum and Instruction workspace.

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

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

\$6,318,668

§ 1.1.4 The Owner's anticipated dates for commencement of design, construction and of Substantial Completion and Final Completion of the Work are set forth as follows:

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User Notes:

(1095661419)

- .1 Design phase milestone dates, if any: To be determined by Owner and Architect
- .2 Notice to Proceed/Construction commencement date: To be determined by Owner and Architect
- .3 Substantial Completion and Final Completion dates: To be determined by Owner and Architect
- .4 Other milestone dates: To be determined by Owner and Architect

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Construction Manager at Risk (CMAR)

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

Not applicable

§ 1.1.6.1 Intentionally deleted.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Robert Winovitch
 Director of Facilities, LTISD
 winovitchr@ltidschools.org

§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:
(List name, address, and other contact information.)

Not applicable

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

- .1 Geotechnical Engineer:

(Paragraphs deleted)

- .2 Survey

Walker Partners
 6504 Bridge Point Parkway, Suite 200
 Austin, TX 78730

(Paragraphs deleted)

512-382-0021

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

Init.

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

Stephen L. Hafter
3711 South Mopac Expressway
Building Two, Suite 150
Austin, TX 78746
stevehafer@fgmarchitects.com
512-474-8085

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Pickett Kelm & Associates
4100 Duval Road, Building 4, Suite 103
Austin, TX 78759
512-345-5538

.2 MEP and Fire Protection:

MEP Engineering
1120 S. Capital of Texas Hwy.
Building 1, Suite 150
Austin, TX 78746
512-306-9650

.3 Landscape
Studio 16:19
305 W. Liberty Ave, Suite 100
Round Rock, TX 78664
512-534-8680

.4 Civil Engineer
Walkers Partners
6504 Bridge Point Parkway, Suite 200
Austin, TX 78730
512-382-0021

.5 Other, if any:

Food Design, if necessary for Project

§ 1.1.11.2 Consultants retained under Additional Services:

Technology / Data / AV
True North Consulting Group
13284 Pond Springs Rd., Suite 304
Austin, TX 78729
888-650-4580

Roofing / Envelope Consultant
Engineered Exteriors

13740 N. Highway 183, Suite C2
Austin, TX 78750
512-571-3530

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

Not applicable

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect may adjust the schedule as mutually agreed upon by the parties, which may include any agreed upon adjustments to the Architect's services and the Architect's compensation may be adjusted by amendment to this Agreement.

§ 1.3 Intentionally deleted.

§ 1.3.1 Intentionally deleted.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement, including any exhibits, if applicable, that are necessary to complete each phase of the Project. The Architect shall review the program 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 in the Project all components of the Owner's program, as determined by the Owner, unless specific written authorization to delete a component is received from the Owner. Any civil, structural, mechanical, or electrical engineering plans and specifications or opinions of probable costs for construction must be prepared by or under the supervision of a registered professional engineer or a registered architect, whichever is applicable. The Architect shall provide to the Owner all plans, specifications, drawings and Construction Documents within the Architect's scope of services and provide such documents in electronic format. If requested by the Owner, the Architect shall assist the Owner in reviewing responses to competitive procurement documents.

§ 2.2 The Architect shall perform services with the professional skill and care ordinarily provided by competent architects practicing under the same or similar circumstances and professional license. The Architect shall diligently perform all services under this Agreement to the extent consistent with the Architect's standard of care. The Owner shall have the right to reject plans, drawings, specifications, and other materials prepared by the Architect or its consultants that contain material errors or omissions. Neither acceptance nor approval of the Architect's services by the Owner shall relieve the Architect of any of its professional duties or release it from any liability

§ 2.3 The Architect identifies the following person as its designated representative authorized to act on behalf of the Architect with respect to the Project: Stephen Hafer

§ 2.4 The Architect shall not engage in any activity, or accept any employment, interest, or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project or otherwise be contrary to the Owner's policies and procedures or applicable law, including any conflict of interest provisions.

§ 2.5 Prior to performing services on the Project under this Agreement, the Architect shall procure and maintain insurance of the type and policy limits set forth in this Section 2.5 and in Exhibit A, attached and incorporated herein, to protect the Architect from claims arising out of the performance of the professional services under this Agreement caused by negligent acts, errors, or omissions, of the Architect, such insurance to be in a form approved by the Owner with an effective date prior to the beginning of design by Architect. The Architect shall maintain its insurance during the term of this Agreement and after the completion of services under this Agreement until not less than two (2) years from the final completion of all construction of this Project, if commercially available, as to workers compensation, comprehensive general liability, and comprehensive automobile liability, and not less than (10) years (or twelve (12) years as allowed by Texas Civil Practice and Remedies Code Section 16.008) from the final completion of all construction of this Project, if commercially available, as to errors and omissions insurance. Notwithstanding the foregoing, nothing contained herein shall limit or reduce the number of years of any limitations period set forth in Chapter 16 of the Texas Civil Practices and Remedies Code or any other statute that provides a time frame for bringing

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a claim. If the coverage period shown on the Architect's current certificate of coverage ends during the duration of the Project, the Architect must, within a reasonable period of time of expiration, file with the Owner a new certificate of coverage and endorsements, and if requested by the Owner, also a copy of the policy, showing that coverage has been renewed. The Architect shall, if allowed by law, add the Owner as an additional insured under its policies for comprehensive general liability, comprehensive automobile liability, and umbrella liability, or as provided by underlying coverage requirements. Insurance shall be obtained from companies authorized to do business in the State of Texas by the Texas Department of Insurance with the rating indicated in Exhibit A. Prior to the commencement of services under this Agreement, the Architect shall provide the Owner with a copy of all certificates and endorsements for the insurance required under this Agreement and if requested by the Owner, a copy of all policies.

§ 2.5.1 Intentionally deleted.

§ 2.5.2 Intentionally deleted.

§ 2.5.3 Intentionally deleted.

§ 2.5.4 Intentionally deleted.

§ 2.5.5 Intentionally deleted.

§ 2.5.6 Intentionally deleted.

§ 2.5.7 Additional Insured Obligations. The Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. All insurance coverage shall be issued on an Occurrence form (except Professional Liability insurance, which may be issued on a "Claims Made" form if an Occurrence form is not commercially available). Certificates must include a 30-day notice of cancellation to any of the policies or equivalents specifically naming the Owner. A waiver of subrogation clause in favor of the Owner shall be attached to the Workers Compensation, General Liability and Automobile Liability. All Engineers or other Consultants retained by the Architect shall carry and produce evidence of the same amounts of insurance coverage under the same conditions described above, and of a type acceptable to the Owner, unless different coverage is agreed to in advance by the Owner.

§ 2.5.8 The Architect's failure to comply with the insurance requirements set forth in Section 2.5 shall constitute a breach of this Agreement by the Architect and entitles the Owner to declare the Agreement void if the Architect does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services, as applicable to the individual Project, consist of those described in this Article 3, other provisions of this Agreement designated as Basic Services and include, without limitation, usual and customary design, structural, mechanical, electrical, plumbing, lighting, architecture, acoustics, interiors, and consulting services, unless otherwise revised by Section 4.1. Without limitation, Basic Services shall further include any services designated as such by Section 4.1.

§ 3.1.1 The Architect shall perform and manage the Architect's services and administer the Project in accordance with this Agreement as amended for the Project and in accordance with the AIA Document A201-2017™, General Conditions of the Contract for Construction, as amended for the Project (sometimes referred to as the "General Conditions of the Contract"). Architect shall consult with the Owner and Owner's designated representative, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner through the issuance of progress reports to Owner and Contractor (where applicable, the term "Contractor" shall be inclusive of the Construction Manager), as more specifically defined hereafter. Architect agrees that the AIA Document A201-2017™, as amended for this Project, may be subject to subsequent amendments based upon negotiations between Owner, Architect and Contractor. As a condition of further service, Architect shall provide to Owner a signed statement stating Architect's agreement to adhere to any such negotiated amendments.

- .1 Upon request of the Owner's representative, the Architect shall make presentations to Owner's representatives to review the design of the Project. In addition, the Architect shall make presentations to Owner's Board of Trustees to present Schematic Design, Design Development and Construction Documents as requested by the Owner.
- .2 The Architect shall submit design documents to the Owner at intervals appropriate to the design process as designated in this Agreement, as amended, for purposes of evaluation and approval by the Owner's Board of Trustees or designee, as specified herein. The Architect shall be entitled to rely on approvals received from the Owner's Board of Trustees in the further development of the design, provided that nothing herein shall relieve Architect of responsibility to liability for design defects, errors, or omissions.

§ 3.1.2 As part of the Architect's Basic Services, the Architect shall review the information provided by the Owner relative to the Project; shall visit the site where the Project is to be located; observe any conditions at the site affecting or that might affect the Project; evaluate the location and nature of the Work to be performed; review the geotechnical reports for the nature of the ground and subsoil, the form and nature of the site, and the subsurface conditions of the site if required for the Project; take field measurements of any existing conditions; familiarize itself with the local conditions under which the Project is to be constructed and the construction work is to be performed; examine the location of existing or adjacent work or structures; and assess the general character and accessibility of the site. The Architect shall coordinate with the geotechnical engineer on the locations of geotechnical testing recommended by the geotechnical engineer. The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants through the Owner's designated representative. The Architect reasonably may rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 The Architect and the Owner agree that the schedule for performance of the Architect's services are to be determined between Owner and Architect. The schedule includes dates for the commencement of construction and the dates for Substantial Completion and Final 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 and/or coordination of submissions by authorities having jurisdiction over the Project. Subject to any agreed upon changes to the dates established in this Agreement and except for any reasonable cause proven to have actually affected such dates, time limits established by the schedule shall not be exceeded by the Architect. With the Owner's prior written approval, for reasonable cause, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. If Contractor is a Construction Manager-at-Risk, then the Architect shall assist the Construction Manager-at-Risk in the preparation and periodic update of the Project schedule.

§ 3.1.4 Matters of aesthetics are within the Owner's sole discretion. Except as provided in this Agreement, the Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall review and shall perform its services in compliance with applicable national, federal, municipal, and state of Texas laws, regulations, codes, ordinances, orders, and with those of any other body having jurisdiction in effect at the time of performance and as reasonably interpreted. The Architect shall review and be responsible for compliance with laws, codes and regulations applicable to the Architect's services, including without limitation, school facility standards found in 19 Texas Administrative Code, Chapter 61, subchapter CC and Texas Health and Safety Code Section 341.065, if applicable to this Project. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. The Architect shall comply with all policies, regulations, and rules of the Owner including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, pornography, harassment, and tobacco on District property), and fraud and financial impropriety. If applicable, the Architect shall certify that it has reviewed the standards contained in 19 Texas Administrative Code, Chapter 61, subchapter CC, and used the professional judgment and reasonable care consistent with the practice of architecture or engineering in the State of Texas in executing the Construction Documents. The Architect's signature and seal on the Construction Documents shall certify compliance. The Architect shall perform a building code search under applicable regulations that may influence the Project, and shall certify that the design has been researched before the documents are submitted to the governing authority for permitting. The Architect shall design the Project in such a manner that the Project or each part of the Project is readily

accessible to and usable by individuals with disabilities, in compliance with the Americans with Disabilities Act, federal regulations interpreting the Americans With Disabilities Act, Texas Government Code Chapter 469, and all requirements or standards of the Texas Department of Licensing and Regulation. The Architect shall make any and all revisions to the Drawings until the Building and/or Project receives approval through the process defined by the Elimination of Architectural Barriers program of the Texas Department of Licensing and Regulation. It shall be the responsibility of the Architect to address revisions or amendments to applicable codes or standards which arise after the date of execution of the Agreement. The Architect shall, at appropriate times, contact the governmental authorities required to coordinate and/or 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. Design of the extension of utility services necessary for completion of the project, but not provided by entities providing utility services to the Project, shall be conducted by the Architect. The cost of construction of the lines designed by the Architect shall be considered a Cost of the Work and the Architect shall be compensated for such design work as a Cost of the Work. In the event that the utility extension work is to be issued as a separate package from the Project for bidding or construction, or is to be completed on a timeline that is different from the Project, the Architect may be entitled to additional services instead of including such work within the Cost of the Work. Requests for additional services shall be submitted in writing by the Architect and approved in writing by the Owner prior to the time such services are performed. Nothing within this section 3.1.5 shall be construed as requiring the Architect to act in a manner above the applicable statutory standard of care.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for coordination and/or approval of governmental authorities having jurisdiction over the Project.

3.1.7 The Architect is responsible for hiring and coordinating the work of all of its consultants so that their services are appropriate for and adequately incorporated into the design of the Project. The Owner reserves the right, in its sole discretion, to reject the employment by the Architect of any consultant for the Project to which the Owner has reasonable objection. The Architect, however, shall not be required to contract with any consultant to which it has a reasonable objection. The Architect shall pay for its consultants' services out of its fees. The Owner is not responsible for any consultant fee or costs unless expressly agreed to in writing.

3.1.8 The Architect's senior principal or other representative as defined herein who is responsible for managing the Project shall not be changed without the prior written approval of the Owner. The day-to-day Project team will be led by the senior principal or other representative as identified herein unless otherwise directed by the Owner or prevented by factors beyond the control of the Architect.

3.1.9 The Architect shall not engage in any activity or course of conduct which is detrimental to the Project's best interest. The Architect shall take reasonable steps necessary to seek compliance so that the Construction Documents are adhered to by the Contractor. The Owner's decisions on matters relating to aesthetic effect shall be final.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 Consistent with the applicable standard of care, the Architect shall review and conform to the Owner's approved Project program, preliminary design, budget and schedule of phases of work and other information furnished by the Owner, and shall review and follow all laws, codes, and regulations applicable to the Architect's services, as set forth in Section 3.1.5 or elsewhere in this Agreement.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, and preliminary design, schedule, budget for the Cost of the Work (limited to project elements within the Architect's scope), Project site, and the proposed procurement and delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner in writing of (1) any inconsistencies discovered in the Initial Information or other information provided to or obtained by the Architect, and (2) other information or consulting services that may be reasonably needed for the Project. The Architect shall visit the Owner's Project site and shall provide to 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 the Work. As soon as practicable after execution of this Agreement and, if possible, before Owner's Board of Trustees designates a method of construction contract procurement, the Architect shall review the Owner's proposed method of contracting for construction

services and shall notify the Owner in writing of anticipated impacts that such method may have on the Owner's program, financial and time requirements, and the scope of the Project.

§ 3.2.3 The Architect shall present its written preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, conforming all standards and work to be done with the Owner's budget, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach a written understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon in writing with the Owner, the Architect shall prepare and present for the Owner's approval a written preliminary design illustrating the scale and relationship of the Project components. Before proceeding to the Design Development Phase, the Architect shall obtain the Owner's written acceptance of the Design Documents and Owner's approval of the Architect's preliminary construction cost estimate and any recommended changes to the schedule.

§ 3.2.5 Based on the Owner's approval of the preliminary design and Owner's schedule and budget for the Work, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall establish the conceptual design of the Project and illustrate the scale and relationship of the Project components. 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. The Schematic Design Documents shall show major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 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 and recommending a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

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

§ 3.2.6 When the Project requirements have been sufficiently identified, including Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities, the Architect, and if applicable, the Construction Manager at Risk, shall prepare a preliminary estimate of the Cost of the Work prepared in accordance with Section 6.3. To the extent the Owner has stipulated construction budget limitations for the Project, such estimated Cost of Work shall not exceed the Owner's budget limitations, unless agreed to in writing by the Owner.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner by the date set forth in the Initial Information; advise the Owner in writing, that documents are in compliance with applicable law, including 19 Texas Administrative Code Chapter 61, Subchapter CC, if applicable, and request the Owner's approval. Architect shall not proceed to the Design Development Phase without the approval of Owner's Board of Trustees or the Board's designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents that are sufficient for Owner to complete the construction of the Project and are free from material defects or omissions. Architect shall bear full responsibility for any and all resulting excess costs incurred by Architect in proceeding without required approval.

§ 3.3 Design Development Phase Services

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

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work and shall conform the estimated Cost of Work to the Owner's budget. Such estimate of the Cost of the Work shall not exceed the Owner's limitations, unless agreed to in writing by the Owner.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner by the date set by the Owner, advise the Owner in writing that documents are in compliance with applicable law, including 19 Texas Administrative Code Chapter 61, Subchapter CC, if applicable, and of any and all adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

3.3.4 Before proceeding to the Construction Document Phase, the Architect shall obtain the Owner's written approval and acceptance of the Design Development Documents and updated budget for the Cost of the Work; provided, however, this approval shall not relieve the Architect of the Architect's obligations, responsibilities and/or liability to provide documents reasonably free of material defects as required by the standard of care. The Architect shall bear full responsibility and all resulting excess costs incurred by the Architect in proceeding without the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work; the Owner's educational program; and any educational specifications and requirements set forth in 19 Texas Administrative Code, Chapter 61, Subchapter CC, the Architect shall prepare Construction Documents for the Owner's approval. "Construction Documents" means all drawings, 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 shall set forth, in detail, the requirements of construction of the Project. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications, schedules, diagrams, and all other documents as are necessary to construct the Project, setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Construction Documents shall reflect all agreements between the Owner and the 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 provide information as is reasonably necessary for the use of the Construction Documents by the Contractor and those in the building trades and construction industry to perform the Work and shall include all documents required for regulatory agency approvals. The Construction Documents shall set forth in detail the requirements for construction of the Project that comply with applicable laws, ordinances, codes, rules, and regulations, as of the date of issuance of Construction Documents including the current interpretation of Title IX, Texas Accessibility Standards, and regulations promulgated by the Texas Education Agency (TEA) for facility standards, which shall be reasonably free of design defects or omissions. The Architect's or engineer's signature indicates that the Architect or engineer has exercised the standard of care as defined herein. The Owner and the Owner's authorized representatives shall review all Construction Documents and must provide written approval of same prior to release of the documents for competitive procurement or negotiation purposes. Approval of the Construction Documents by the Owner shall not relieve the Architect of any of its obligations, responsibilities, or liability to the Owner under this Agreement. 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 Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project, and where applicable, include information related to trench excavation safety. Outdoor lighting fixtures, if any, shall meet the statutory energy conservation and light pollution standards established by the State of Texas Health and Safety Code. All ventilation and indoor air quality systems designed by the Architect shall meet the indoor air quality voluntary guidelines established by the State of Texas Health and Safety Code.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner, and, if applicable, the Owner's legal counsel, in the development of (1) bidding and procurement information which 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) as amended for the Project. After consultation with the Owner, the

Architect shall also compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms. As required by law, all bid or proposal documents and contracts shall include, if applicable, all required information related to trench excavation safety. Texas Health and Safety Code Section 756.021 *et seq.* Proposal documents shall contain the prevailing wage rates in accordance with Chapter 2258 of the Texas Government Code; the adopted prevailing wage rates for the Project are indicated in the Contract Documents. The Architect shall include in the Project specifications the requirement that payment and performance bonds are to comply with the requirements of the Texas Insurance Code Chapter 3503 and the Texas Government Code Chapter 2253; that all insurance companies or sureties are licensed to do business in the State of Texas; and, where bond amounts exceed \$100,000, insurance companies or sureties hold a certificate of authority from the United States Secretary of the Treasury; or, reinsurance for liability in excess of \$100,000 from a reinsurer authorized and admitted as a reinsurer in the State of Texas and that is a holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. The Owner and the Architect reserve the right to rely on the United States Secretary of the Treasury list of companies holding certificates of authority to determine whether the surety or reinsurer complies with the legal requirement.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work. To the extent the Owner has stipulated a construction budget limitation for the Project, as may be amended pursuant to Section 3.4.1, such estimated Cost of the Work shall not exceed the Owner's budget limitations, unless agreed to in writing by the Owner. If the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then 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 as provided herein, and, in doing so, shall notify Owner, in writing, of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic, and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality, or budget. Owner shall consider Architect's recommendations but shall decide, in its discretion, what adjustments to make.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval by the date established by the Owner. Architect shall not proceed to the Procurement Phase without the approval of Owner's Board of Trustees, or Board designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project and are free from material defects or omissions. Architect shall bear full responsibility for any and all resulting excess costs incurred by Architect in proceeding without required approval.

3.4.6 After Owner's approval of the Construction Documents, the Architect shall not make or approve any changes in the Work, unless those changes do not involve an adjustment in the Contract Sum or Contract time, without prior written consent of the Owner. The Architect shall be liable to Owner for any damages arising from or caused by any changes to the Work made or approved by the Architect without the Owner's prior written consent.

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

3.4.8 Architect shall submit the Construction Documents for review and approval to the Texas Department of Licensing and Regulation any time the renovation, modification, or alteration of the Work has an estimated construction cost of \$50,000 or more and shall notify Owner of same.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner, and if applicable, the Owner's legal counsel 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. The Owner will select the method that provides the best value for the Project.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents. As used herein, the terms "bid," "Bid," "Bidding," and "Bidding Documents" shall include and mean any form of competitive procurement selected by the Owner and the applicable documents related thereto under Chapter 44 of the Texas Education Code and Chapter 2269 of the Texas Government Code.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 if requested by the Owner, assist in preparation of bid documents;
- .2 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .3 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;
- .4 organizing and conducting a pre-bid conference for prospective bidders;
- .5 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda;
- .6 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner;
- .7 organizing and participating in selection interviews with prospective contractors and
- .8 if requested by Owner, participating in negotiations with prospective contractors, and subsequently preparing a summary report of negotiating results, as directed by Owner

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders. The Architect shall review, in conjunction with the Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project, and the quality of the construction with Owner's overall budget for the Project.

§ 3.5.3 Proposals

§ 3.5.3.1 The Architect shall assist the Owner in obtaining construction services and shall assist the Owner in awarding and preparing contracts for construction.

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

(Paragraphs deleted)

by participating in negotiations with prospective contractors and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors. The Architect shall review, in conjunction with Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project, and the quality of the construction within Owner's overall budget for the Project.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended for the Project and as specified in Section 3.1.1 herein. While on Owner’s property and throughout Architect’s services under this Agreement, the Architect shall comply with Owner’s policies, regulations, and rules provided in writing by the Owner to the Architect, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and prohibitions against fraud and financial impropriety.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services, attend weekly meetings with the Contractor, and issue written project reports. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement and subject to any limitations in law applicable to public school districts. Additionally, except as expressly set forth in this Agreement or the General Conditions of the Contract, the Architect shall not have the authority to approve any changes in the Work without the written approval by the Owner and in no event shall the Architect have the authority to approve any change that would modify the Contract Time or the Contract Sum/Guaranteed Maximum Price, as applicable. 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. Any design services by Architect made necessary by Architect’s design errors or omissions shall be at no additional cost to Owner.

§ 3.6.1.3 The Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates upon final completion of the Construction Phase after the Architect determines that the Contractor has completed all work required by the Contract Documents including all punch list deficiencies and completion of one-year warranty phase services.

§ 3.6.2 Evaluations of the Work

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

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Architect shall promptly notify Owner and Contractor, orally and in writing, of any observed fault or defect in the Project or nonconformance with Contract Documents and shall notify Owner of all corrective actions taken or recommended. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. Performance of any additional inspection or testing, which would result in additional cost to the Owner, shall require advance notice to and written approval of the Owner. 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 testing or inspections required by this Section are subject to the requirements of Chapter 2269 of the Texas Government Code.

§ 3.6.2.3 The Architect shall interpret and make recommendations to Owner regarding matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or

Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and recommendations 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 recommendations, the Architect shall endeavor to secure faithful performance by both the Owner and Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.6.2.5 The Architect shall promptly render initial written recommendations on Claims, disputes and other matters in question between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall observe the progress of the Work, evaluate, review and certify the amounts due the Contractor and shall issue certificates in such amounts, if such amounts are validly requested, within seven days of receipt of the Contractor's 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 the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. 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. The term "certify" as used by the Architect shall mean to state or declare a professional opinion in accordance with professional standards exercised by Architect in Travis County, Texas, of conditions known at the time such certifications are made. The Architect's certification of certain information or conditions in no way relieves the Contractor from meeting requirements imposed by contract or other means, including commonly accepted industry standards.

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

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

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall prepare a listing of all required submittals for the Project and distribute to the Owner and the Contractor. The Architect shall review the Contractor's proposed submittal schedule and shall not unreasonably delay or withhold approval of the schedule. No claims should be made against the Architect or its Consultants for delays or damages based in whole or in part on the length of time required for review of any submittal.

Notwithstanding the foregoing, Architect agrees to a customary time of 10 business days for items that are not unusually large or complex.

§ 3.6.4.2 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 in accordance with the normal standard of care. The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, 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. The Architect is not authorized to approve changes involving major systems such as HVAC, roofing, foundations, outward appearance, color schemes, floor plans, building materials, or equipment without the Owner's prior written consent.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information at no additional charge to the Owner.

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 With notice to and consent from the Owner, the Architect may authorize minor changes in the Work not involving an adjustment in the Contract Sum, or 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 of the Architect.

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

§ 3.6.5.3 The Architect shall prepare Drawings, Specifications, and other documentation and supporting data, and provide other services in connection with Proposal Requests; Architect's Supplemental Instructions; Change Orders; Allowance Authorization Expenditures; and Construction Change Directives at no additional expense to the Owner, whether initiated by the Owner, the Contractor or the Architect.

§ 3.6.5.4 The Architect shall prepare a set of reproducible record drawings and record specifications showing significant changes made during construction based upon marked-up prints, drawings and other data furnished by the Contractor to the Architect or based on the Architect's revisions. The drawings and specification records furnished by the Architect to the Owner shall be in native drawing format and be accompanied by a printed copy of the drawings and specifications.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion;
- .2 issue Certificates of Substantial Completion and of Final Completion, using Owner's designated forms in Exhibit D;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor;
- .4 issue a final Certificate for Payment based upon a final inspection indicating that the Work complies with the requirements of the Contract Documents; and
- .5 for any Work that exceeds \$50,000, Architect shall schedule and ensure completion of inspections with the Texas Department of Licensing and Regulation as required by Texas Government Code Section 469.105.

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

Contractor of Work to be completed or corrected. The Architect's inspections shall continue until Final Completion is achieved and any warranty work is complete and accepted by the Owner.

§ 3.6.6.3 When the Work is found to be substantially complete, and when the Work is finally complete, the Architect shall inform the Owner in writing 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. 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 3.4.7.3 above.

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

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to observe the facility operations and performance, including, without limitation, to identify defects and warranty issues and to make appropriate written recommendations to the Owner.

§ 3.6.6.6 After written notification, regarding unsatisfactory performance and ten (10) day opportunity to cure, the Owner may withhold payments to the Architect, in an amount reasonable to cover estimated legally recoverable damages, to secure performance of Architect's services and obligations under any part of this Agreement.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services

§ 4.1.1 As applicable, the Architect shall furnish or provide the services below as Basic Services without additional compensation unless it is indicated below to be an Additional Service, in which case the Additional Service, if requested by the Owner and approved in writing in advance, shall be compensated to the Architect as provided in Section 11.2.

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

| Services | Responsibility <i>(Architect, Owner, or not provided)</i> |
|---|---|
| § 4.1.1.17 Post-occupancy evaluation | Not provided |
| § 4.1.1.18 Facility support services | Not provided |
| § 4.1.1.19 Tenant-related services | Not provided |
| § 4.1.1.20 Architect's coordination of the Owner's consultants | Architect – Basic Service |
| § 4.1.1.21 Telecommunications/data design | Architect – Additional Service |
| § 4.1.1.22 Security evaluation and planning | Architect – Additional Service |
| § 4.1.1.23 Commissioning | Owner |
| § 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3 | Not provided |
| § 4.1.1.25 Fast-track design services | Not provided |
| § 4.1.1.26 Alternate bid items | Architect – Additional Service |
| <i>(Row deleted)</i> | |
| § 4.1.1.27 Historic preservation | Not provided |
| § 4.1.1.28 Furniture, furnishings, and equipment design | Architect – Additional Service |
| § 4.1.1.29 Warranty Phase Support Services | Architect – Basic Service |
| <i>(Row deleted)</i> | |
| § 4.1.1.30 Land Surveying | Owner |
| § 4.1.1.31 Geotechnical Services | Owner |
| § 4.1.1.32 Environmental Services | Owner |
| § 4.1.1.33 Graphics and Signage | Architect – Basic Service |
| § 4.1.1.34 Permitting | Architect – Additional Service |
| § 4.1.1.35 Space Schematics/Flow Diagrams | Architect – Basic Service |
| § 4.1.1.36 Owner-Supplied Data Coordination | Architect – Basic Service |
| § 4.1.1.37 Structural | Architect – Basic Service |
| § 4.1.1.38 Mechanical, Electrical, Plumbing | Architect – Basic Service |
| § 4.1.1.39 Acoustic | Architect – Basic Service |
| § 4.1.1.39 Traffic Design | Architect – Additional Service |
| § 4.1.1.40 TAS Review / Inspection | Architect – Additional Service |

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1

(Paragraphs deleted)

Intentionally deleted.

§ 4.1.2.2

(Paragraphs deleted)

Intentionally deleted.

§ 4.1.3 Intentionally deleted.

§ 4.2 Architect's Additional Services

Additional services beyond those described as Basic Services in this Agreement may be provided after execution of this Agreement, without invalidating the Agreement if agreed to in writing by the Owner and Architect before performance of any such services. The Owner shall have no obligation to pay for any Additional Services performed unless and until the Owner agrees to such Additional Services in writing and to the amount of increase in compensation for same and signed by the Owner. If the Owner deems that all or a part of such Additional Services is

not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect may be entitled to an adjustment and shall not proceed to provide the following services until the Architect receives the Owner's written authorization. Subject to the limits and requirements set forth in this Agreement, the following would be considered Additional Services:

- .1 Services necessitated by a significant change in the Initial Information, previous instructions or approvals given by the Owner, or a significant change in the scope of the Project including but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared and approved Instruments of Service necessitated by enactment or revision of codes, laws, or regulations, or official interpretations ;
- .4

(Paragraphs deleted)

Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto; and

(Paragraph deleted)

- .5 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2

(Paragraphs deleted)

Intentionally deleted.

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

- .1 Five (5) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor;
- .2 Five (5) Visits to the site by the Architect during construction as required by Section 3.6.2.1;
- .3 Five (5) inspections for each portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents; and
- .4 Five (5) inspections for each portion of the Work to determine final completion.

§ 4.2.4 Intentionally deleted.

§ 4.2.5 Intentionally deleted.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall consult with the Architect regarding the Owner's contemplated objectives, schedule constraints and criteria, requirements for and limitations on the Project site requirements, and will provide timely information as reasonably may be necessary for the Architect to provide Architectural services.

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

§ 5.3 The Owner shall 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. Except as otherwise delegated to

administration, Owner's Board of Trustees, by majority vote at a properly called meeting, is the only representative of the Owner, a public independent school district, having the power to enter into a contract, approve changes in the Scope of the Work, approve a change resulting in an increase to the Contract Sum or Guaranteed Maximum Price of \$100,000 or more, approve a change in Owner's budget, or to agree to an extension of the date of Substantial Completion or Final Completion. The Owner designates Paul Norton, Superintendent, to sign contracts and other documents and to act on the Owner's behalf with respect to the Project. The Owner designates Robert Winovitch as its representative for day-to-day responsibilities of the Owner and for decision making authority as delegated by the Board and Superintendent. The Owner shall render decisions and approve the Architect's submittals in a reasonably timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

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

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

§ 5.7 Intentionally deleted .

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

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents to be furnished by the Owner.

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

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

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

§ 5.13 The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract.

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

§ 5.15 Intentionally deleted.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the compensation to the Architect shall be based on the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall be based on the actual amounts paid for the Cost of the Work (as defined in the construction contract); and the Contractors' general conditions costs, overhead and profit (collectively "Construction Costs"), which may be a lump sum or Guaranteed Maximum Price. To the extent that the Project is not completed or constructed, the Cost of the Work shall include the estimated cost to the Owner of all elements of the Project designed by the Architect and accepted by the Owner but not constructed by the Owner. The Cost of the Work does not include elements of the Project designed by Architect but not accepted by the Owner. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner, including purchase of equipment, furniture, fixtures, or pre-fabricated items, and does not include any amounts budgeted or included in allowances or contingencies unless actually paid by the Owner to the Contractor.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under this Agreement. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. If the Architect's design is determined to exceed Owner's budget, then Architect agrees to redesign the Project at Architect's expense and as part of Architect's Basic Services, to meet Owner's budget.

§ 6.3 The Architect, and the Construction Manager at Risk, if applicable, shall prepare a preliminary estimate of the Cost of the Work, which shall incorporate Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. As the design process progresses through the end of the preparation of the Construction Documents, the Architect, and, if applicable, the Construction Manager at Risk, shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. The Architect shall cooperate with 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. In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project with the prior consent of Owner's Board of Trustees or designee; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget.

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

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential elements of the Project. Architect shall present the redesign to Owner for Owner's approval and, in doing so, shall notify Owner in writing 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 Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget. Owner shall consider Architect's recommendation, but shall decide, in its discretion, what adjustments to make.

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

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

Init.

- .5 implement any other mutually acceptable alternative; or
- .6 direct the Architect to redesign the Project to meet the Owner's budgetary, programmatic, and quality needs.

§ 6.7 If the Owner chooses to proceed under Sections 6.6.4 or 6.6.5, 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 6.6.1. The Architect's modification of the Construction Documents before commencement of the Work shall be the limit of the Architect's responsibility under Article 6.

6.8 If, after commencement of the Work, the Cost of the Work is exceeded due to the negligent errors or omissions of the Architect, then the Architect shall bear financial responsibility to Owner for the increase in the Cost of the Work, except for all materials, labor, and overhead related to the betterment obtained by the Owner. By way of example, the Architect shall bear responsibility for the difference between what would have been the original cost of that portion of the Work, but for Architect's negligent error or omission, and the actual cost of that portion of the Work performed to remedy the negligent error or omission. Further, Architect shall not be entitled to Architect's fee for the excess Cost of the Work. Unless Architect disputes the amounts due pursuant to the alternative dispute resolution process provided in Article 8 of this Agreement, as amended, Owner shall be entitled to withhold from sums due to Architect the amounts detailed above.

ARTICLE 7 COPYRIGHTS AND LICENSES/OWNERSHIP OF PROJECT DOCUMENTS

§ 7.1 Upon payment of all undisputed fees due to Architect, Owner and Architect shall jointly own all copyrights and other non-patent intellectual property rights in the Drawings, Specifications, and other Documents, including those in electronic form, prepared by the Architect ("Work Product"). At such time, Architect grants Owner all exclusive rights to the Work Product as a unitary work, including, without limitation, the right to use, reproduce, and prepare derivatives thereof with respect to the Project. Owner shall also have, along with the Architect, the right to use, reproduce, distribute, and make derivatives of the individual components. It is the intent of the parties that, upon payment for the Work Product, Owner shall have the exclusive rights to such Work Product as a whole, but Architect shall continue to have rights to use, reproduce, create derivatives from or otherwise deploy individual components of the Work Product, so long as such use, reproduction, derivatization, or deployment does not individually or in combination produce a work product substantially similar to the Work Product. The Architect may retain copies of the Work Product. Intellectual property owned by the Architect prior to the performance of services under this Agreement, such as standard details and specifications that are not specific to this Project or any Sub-Project, shall remain the property of the Architect.

§ 7.2 Owner's reuse or modification of the Work Product, other than in connection with the Project, without written consent of the Architect shall be at the sole risk of Owner. Architect's consent shall not be unreasonably withheld. To the extent allowed by law, Owner shall indemnify and defend Architect from any third party actions that may result therefrom. Owner shall release the Architect from any liability for any errors and omissions in connection with such subsequent reuse or modification not involving Architect. If owner uses the Work Product in connection with another project in which Architect is not involved, Owner agrees to remove Architect's name from the title block of the Work Product documents.

§ 7.3 Intentionally deleted.

§ 7.3.1 Intentionally deleted.

§ 7.4 Intentionally deleted.

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement, in accordance with the requirements of the

binding dispute resolution selected in this Agreement and within the period specified by applicable law, after the date of Substantial Completion of the Work.

§ 8.1.2 By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provide herein and as specifically authorized by law.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to Owner's termination of this Agreement. In any litigation arising under this Agreement, the types and amounts of damages recoverable shall be subject to Subchapter I of Texas Local Government Code Chapter 271.

§ 8.1.4 In any litigation for breach of contract under this Agreement, reasonable and necessary attorneys' fees may be awarded to the prevailing party.

§ 8.1.5 When Owner has an applicable claim for construction defects, Owner shall comply with the provisions of Texas Government Code Chapter 2272 related to the provision of notice of defects and the Contractor's or Architect's opportunity to cure.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution, unless the filing deadlines under applicable statutes of limitation and/or repose would otherwise expire. If suit is filed before mediation in order to avoid expiration of limitations and/or repose, then the parties agree to submit the matter to mediation as soon as reasonably possible. Claims for injunctive relief shall not be subject to this Section.

§ 8.2.2 A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. 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. Signed, written agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 Intentionally deleted.

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

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

§ 8.3 Arbitration

§ 8.3.1 Intentionally deleted.

§ 8.3.1.1 Intentionally deleted.

§ 8.3.2 Intentionally deleted.

§ 8.3.3 Intentionally deleted.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Intentionally deleted.

§ 8.3.4.2 Intentionally deleted.

§ 8.3.4.3 Intentionally deleted.

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make timely payments of any undisputed amounts to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement if not cured by the Owner within ten (10) calendar days following notice of any past-due payment, in accordance with Texas Government Code Chapter 2251. The Architect shall not be allowed to suspend the Architect's performance of services under this Agreement for nonpayment by Owner of disputed amounts. If the Architect fails to perform without good cause as required under this Agreement such failure shall be cause for termination by Owner. For the Architect's failure to perform that does not affect the Owner's construction schedule, the Architect shall have ten (10) days from written notice of the Owner to cure any such breach before the Owner either suspends payment or terminates the Agreement.

§ 9.2 If the Owner suspends the Project for more than ninety (90) cumulative days, through no fault of the Architect, the Architect shall be compensated for any undisputed amounts for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for direct, actual and verifiable expenses reasonably and necessarily incurred and that were caused by 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.

§ 9.3 If the Owner suspends the Project for more than ninety (90) cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven (7) days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than twenty-one (21) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause. The Owner may also terminate this Agreement on seven (7) days' written notice if the budget for the Cost of the Work, prior to commencement of the Work, is exceeded by the lowest bona fide bid or negotiated proposal.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, together with Reimbursable Expenses then due.

§ 9.7

(Paragraphs deleted)

The parties hereby agree that: 1) if an order for relief is entered on behalf of the Architect, pursuant to Chapter 11 of the U.S. Bankruptcy Code; 2) if any other similar order is entered under any debtor or relief laws; 3) if Architect makes an assignment for the benefit of one or more of its creditors; 4) if a receiver is appointed for the benefit of its creditors; 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Architect's performance. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Architect adequate assurance of future performance in accordance with the terms and conditions of this Agreement. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Architect's services in accordance with this Section.

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

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Sections 9.7 and 11.9.

§ 9.10 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.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement and any and all claims, disputes, and matters of controversy concerning this Agreement shall be governed, construed, and interpreted by the law of the State of Texas, without regard for any of its conflict of law provisions. In the event that litigation is filed, the parties agree that the exclusive and mandatory venue for any such litigation shall be in a court of competent jurisdiction located in Travis County, Texas. As a material consideration of the making of this Agreement, this Agreement and the modifications to this Agreement shall not be construed against the author of said Agreement and modifications.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract, as modified by the Owner for the Project.

§ 10.3 The person signing below on behalf of the Architect warrants that he/she has the authority to execute this Agreement according to its terms. The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, heirs, administrators, executors, trustees and legal representatives to this Agreement and all of the rights, obligations, terms, provisions, and conditions herein and included in any Exhibits. The Owner and the Architect recognize that this Agreement is based upon the skill and expertise of the parties and therefore agree that the Agreement and the obligations thereunder may not be assigned or delegated without the written consent of the other party, except as expressly allowed by this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the language of such certificates shall be submitted to the Architect for review at least fourteen (14) days prior to the requested dates of execution. The Architect shall execute certificates or consents consistent with the Architect's standard of care pursuant to this Agreement.

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

§ 10.6 Unless otherwise required in this 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 unless the Architect's acts or omissions, consistent with the standard of care as defined herein, introduced said hazardous materials or toxic substances to the Project site. The Architect shall promptly disclose, to the extent consistent with its standard of care, in writing to the Owner any hazardous materials specified for the Project or discovered on site, regardless of the date of discovery or the date on which the Architect learns of the hazardous nature of the materials.

§ 10.7 With prior written consent of the Owner, the Architect may include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations, but may not photograph students without prior written parental consent. 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. Owner provides notice that confidential and proprietary information shall include, but shall not be limited to, all items listed in Section 10.8.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except 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. The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public, or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar written agreements to maintain the confidentiality of information specifically designated as confidential by the Owner. Owner herein designates the following as confidential information: security measures; security access codes; 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. As to Owner, the parties acknowledge that, as a public entity in the State of Texas, Owner is subject to, and must comply with, the provisions of the Texas Public Information Act, Texas Government Code Chapter 552 et seq. and the Texas Open Meetings Act, Texas Government Code, Chapter 551 et. seq..

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

§ 10.9 In the event that any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable.

§ 10.10 No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.

§ 10.11 Any notice given under this Agreement by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in this Agreement. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated on the date reflected on the return receipt signed by the intended recipient

§ 10.12 To the extent of conflicts between the Contract Documents, amendments shall prevail over original forms.

§ 10.13 Contracting Information:

- .1 By entering into this Contract, pursuant to Texas Government Code 552, Subchapter J, the Architect agrees to be bound by the following terms if the Contract has a stated expenditure of at least \$1,000,000 for the purchase of goods or services by the District or if the Contract results in the expenditure of at least \$1,000,000 in public funds for the purchase of goods or services by the District in a fiscal year of the District. If the District receives a written request for public information related to this Contract that is in the possession or custody of the Architect and not in the possession or custody of the District, the District shall send, not later than the third business day after the date the District receives the written request, a written request to the Architect that Architect provide that information to the District.
- .2 The Architect must:
 - .1 Preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the District for the duration of the Contract;
 - .2 Promptly, within four business days, provide to the District any requested contracting information that is in the custody or possession of the Architect upon request of the District; and,
 - .3 On completion of the Contract, either:
 - .1 Provide to the District at no cost all contracting information related to the Contract that is in the custody or possession of the Architect; or
 - .2 Preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the District.

- .3 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 the requirements of that subchapter.
- .4 Further, under Texas Government Code Chapter 552.372(c), the District may not accept a bid for or awarding of a contract to an entity that the District has determined has knowingly or intentionally failed in a previous bid or contract to comply with Subchapter J, unless the District determines and documents that the entity has taken adequate steps to ensure future compliance.
- .5 If a Architect fails to provide to the District the requested information, Texas Government Code Chapter 552.373 requires the District to notify the Architect in writing of the failure and allow 10 business days to cure the violation. District may terminate the Contract if Architect fails to remedy the failure, District determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.

§ 10.14 NO LIENS. The parties agree that no architect, engineer, mechanic, contractor, materialman, artisan, laborer, or subcontractor, whether skilled or unskilled, shall ever, in any manner, have claim or acquire any lien upon the Project of whatever nature or kind so erected or to be erected by virtue of this Agreement, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas, or upon any funds of Owner.

§ 10.15 It is understood and agreed that the relationship of Architect to Owner shall be that of an independent contractor. Nothing contained in this Agreement or inferable from this Agreement shall be deemed or construed to: 1) make Architect the servant or employee of the Owner; or 2) create any partnership, joint venture, or other association between Owner and Architect. Any direction or instruction by Owner or any of its authorized representatives in respect to the Architect's services shall relate to the results the Owner desires to obtain from the Architect, and shall in no way affect the Architect's independent contractor status.

§ 10.16 No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition, or agreement herein contained.

§ 10.17 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.

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

§ 10.19 ISRAEL/TERRORIST ORGANIZATION/ANTI-BOYCOTT/DISCRIMINATION

§ 10.19.1 Pursuant to Texas Government Code Chapter 2271, the Consultant represents and warrants to the Owner that the Consultant does not boycott Israel and will not boycott Israel during the term of this Agreement.

§ 10.19.2 Consultant verified 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 Consultant has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement.

§ 10.19.3 The Consultant represents and warrants to the Owner that the Consultant does not boycott energy companies as contemplated by Chapter 809 of the Government Code and will not boycott energy companies during the term of this Agreement.

§ 10.19.4 The Consultant represents and warrants to the Owner that the Consultant does not discriminate against firearm and ammunition companies and trade associations as contemplated by Chapter 2274 of the Government Code and will not so discriminate during the term of this Agreement.

10.20 CRIMINAL HISTORY RECORD CHECKS

10.20.1 Architect shall obtain all criminal history information required by Texas Education Code Chapter 22.0834 or cause such information to be provided to Owner, the Texas Department of Public Safety ("DPS") or such entity as is designated by Owner for any employees required by statute to submit to a fingerprint-based background check through the DPS FACT Clearinghouse of Texas. Architect will cooperate with Owner to determine which Architect employees, if any, are required to submit to such background check. Before beginning any Work on the Project, Owner and Architect will confer and ensure that any such required employees undergo a check, and Architect shall fully cooperate with Owner during this process. Upon request by Owner, Architect will provide any requested information regarding applicable employees, so that the Owner may obtain criminal history recommended information on such employees. Architect shall assume all expenses associated with obtaining criminal history record information.

10.20.2 Architect will not assign any "covered employee" with a "disqualifying criminal history," as those terms are defined below, to work on the Project. If Architect receives information that a covered employee has a reported disqualifying criminal history, including any such information shared by Owner, then Architect will immediately remove the covered employee from the Project and notify the Owner in writing within three (3) business days. If the Owner objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Architect agrees to discontinue using that covered employee to provide services on Owner's Project. If Architect has taken precautions or imposed conditions to ensure that the employees of Architect and any of Architect's subcontractors will not become covered employees, Architect will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

10.20.3 For the purposes of this Section, "covered employees" means employees, agents, or subcontractors of Architect or any of Architect's consultants who has or will have continuing duties related to the services to be performed on Owner's Project and has or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. "Disqualifying criminal history" means any conviction or other criminal history information designed by the Owner, or one of the following offenses; if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

10.20.4 Any subcontractor entity of the Architect shall be required by the terms of their contract with Architect to comply with the same terms set forth above regarding such subcontracting entity's employees.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect for all undisputed payments. To the extent Owner disputes any payment allegedly due, Owner shall notify Architect that a dispute exists, shall list the specific reason for nonpayment, and shall give Architect an opportunity to cure the noncompliance or offer compensation for noncompliance that cannot be cured in accordance with Texas Government Code Section 2251.051(c) and (d). Owner shall further have the right to withhold payments as specified in Section 6.8 and 11.10.2.2 of this Agreement. Subject to the forgoing, the amount of the Architect's compensation shall be as follows:

- .1** Stipulated Sum
- .2** Percentage Basis
Basic Services: 8.5% of the Cost of Work

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 accepted by the Owner shall be payable in accordance with Section 6.1 herein.

(Paragraphs deleted)

Compensation shall be paid based on the percentage of the services actually completed by Architect. Progress payments for services in each phase for services completed shall total the percentages applicable to each phase of Architect's services in 11.5.

§ 11.2 For Additional Services approved in writing by the Owner prior to the performance of such services and subject to any other limitations set forth herein, the Owner shall compensate the Architect

(Paragraphs deleted)

on an hourly rate as set forth in Section 11.7.

§ 11.3

(Paragraphs deleted)

Intentionally deleted.

§ 11.4 Compensation for

(Paragraphs deleted)

Additional Services of the Architect's consultants, that are not part of Basic Services, will be compensated on a fixed fee basis submitted to the Owner and approved in writing prior to execution by the Architect.

§ 11.5 Payment for Basic Services shall be made in proportion to services performed so that the compensation at the completion of each phase for each Project as listed below shall equal the following percentages of the total basic compensation:

| | | | | |
|------------------------------|-------------|-----------|-----|----|
| Schematic Design Phase | ten | percent (| 10 | %) |
| Design Development Phase | twenty | | 20 | %) |
| Construction Documents Phase | Thirty-five | | 35 | %) |
| Procurement Phase | Five | | 5 | %) |
| Construction Phase | Thirty | | 30 | %) |
| <hr/> | | | | |
| Total Basic Compensation | one hundred | percent (| 100 | %) |

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

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed including items for alternate bid, 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 negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services actually performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants that are performed on an hourly basis, whether as Additional Services or as otherwise defined in a project addendum, are set forth below, or in the case of consultants, shall be set forth in a project addendum.

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

See Exhibit B for Architect rates. Architect's consultant's rates shall be set forth in project addendums.

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses as defined and described herein and below are in addition to compensation for Basic and Additional Services and consist of and shall mean the actual, reasonable and verifiable expenses necessarily incurred by the Architect and the Architect's consultants directly related to the Project, and for which the Architect has submitted supporting documentation as follows:

- .1 Intentionally deleted;

- .2 Intentionally deleted;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project, if authorized in advance by the Owner in writing;
- .4 Printing, reproductions, plots, and standard form documents and courier expenses. The Architect shall obtain written approval of the type and quantity of the bid documents to be produced. Unauthorized printing, reproductions, plots and standard form documents shall be at no cost to the Owner;
- .5 Intentionally deleted;
- .6 Intentionally deleted;
- .7 Intentionally deleted;
- .8 Intentionally deleted
- .9 Intentionally deleted;
- .10 Intentionally deleted
- .11 Intentionally deleted; and
- .12 Other similar Project-related expenses, if approved in advance by the Owner in writing.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants. Markups on Reimbursable Expenses are not allowed.

§ 11.9 **Compensation for Use of Architect’s Instruments of Services.** The parties agree that Architect’s compensation for Basic Services includes all licensing fees for Owner’s use of the Construction Documents, including use after termination of this Agreement, to the extent allowed by this Agreement.

Intentionally deleted.

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 Intentionally deleted.

§ 11.10.1.2 Intentionally deleted.

§ 11.10.2 **Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services completed and approved shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice.
(Paragraphs deleted)

Undisputed amounts shall be paid within the time period required under Texas Government Code Chapter 2251.021. Past due payments shall not bear interest.

§ 11.10.2.2 After written notification, regarding unsatisfactory performance and ten (10) day opportunity to cure, the Owner may withhold payments to the Architect, in an amount reasonable to cover estimated legally recoverable damages, to secure performance of Architect’s services and obligations under any part of this Agreement. .

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be provided to the Owner upon presentation of Architect’s progress payment applications.

§ 11.11 Architect shall reasonably cooperate with Owner, at no additional cost to Owner, in connection with a legal proceeding against Owner that relates to the Project.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

§ 12.1 **INDEMNITY**

To the fullest extent allowed by law, Architect shall indemnify and hold harmless Owner and all of its officers, trustees, and employees from damage, liability or expense, including attorney’s fees for which applicable law would apply, incurred by Owner to the extent caused by negligence. Architect’s indemnification is limited to the comparative

fault of Architect. This indemnification provision shall not be construed as requiring Architect to indemnify or hold Owner harmless for any loss, damage, liability, or expense on account of damaged property or injuries, including death to any persons, which may arise out of or may be caused by any act of negligence or breach of obligation under this Agreement by Owner or Owner's employees, contractors, consultants, or agents, except Architect. Approval of any Constructional Documents by the Owner shall not constitute and shall not be deemed to be a release of the responsibility and liability of the Architect, its agents, employees, and subcontractors, for the accuracy and competency of their designs, working drawings, specifications, or other engineering or architectural documents, nor shall such approval be deemed to be an assumption of such responsibility and liability by the Owner for any defect in the designs, working drawings, specifications or other engineering or architectural documents prepared by the Architect, its agents, employees, subcontractors, or consultants, it being the intent of the parties that the approval by the Owner signifies the Owner's approval of only the general design concept of the improvements to be constructed. In this connection, DURING THE CONSTRUCTION OF SAID PROJECT AND FOR A PERIOD OF EIGHT YEARS THEREAFTER (PLUS AN ADDITIONAL ONE (1) YEAR IF THE CLAIM IS PRESENTED IN ACCORDANCE WITH 16.008(c)(1)), AS PRESCRIBED BY § 16.008 OF THE TEXAS CIVIL PRACTICE & REMEDIES CODE, THE ARCHITECT SHALL INDEMNIFY AND HOLD THE OWNER AND ALL OF ITS OFFICERS, TRUSTEES, AGENTS, REPRESENTATIVES, SERVANTS AND EMPLOYEES HARMLESS FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY OWNER ON ACCOUNT OF DAMAGE OR DESTRUCTION TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY OR ALL PERSONS, INCLUDING INVITEES AND EMPLOYEES OF THE OWNER, CONSTRUCTION MANAGER, ARCHITECT OR SUBCONTRACTORS AND OF ALL OTHER PERSONS PERFORMING ANY PART OF THE WORK, WHICH ARE CAUSED BY AN ACT OR OMISSION CONSTITUTING NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER, OR BREACH OF OBLIGATIONS UNDER THIS AGREEMENT COMMITTED BY ARCHITECT, ARCHITECT'S AGENT, CONSULTANT UNDER CONTRACT OR ANOTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL; provided and except, however, that this indemnification provision shall not be construed as requiring the Architect to indemnify or hold the Owner harmless for any loss, damage, liability, or expense on account of damaged property or injuries, including death to any person, which arises out of or is caused by any act or negligence or breach of obligation under this Agreement by the Owner or the Owner's employees or agents, except the Architect. This indemnification obligation of the Architect and provisions of this Section 12.1 survive the expiration or termination of this Agreement.

§ 12.1.2 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under Paragraph 12.1, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect. It is understood and agreed that Subparagraph 12.1 above is subject to, and expressly limited by, the terms and conditions of Tex. Civ. Prac. & Rem. Code Ann. Sec. 130.001 to 130.005, as amended.

§ 12.2 RECORDS RETENTION

If the Architect has not delivered all documents and records relating to this Project to the Owner, the Architect shall keep all accounting and construction records on the Project after Final Completion of the Project for at least the number of years required by the Texas Record Retention laws, in order for the Owner to comply with its records retention requirements, per the Texas Government Code Chapter 441, Subchapter L and the Texas Library and Archives Commission's Schedule.

§ 12.3 COMPLAINTS

The Texas Board of Architectural Examiner has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas under the Architects Registration Law. Texas Occupation Code Chapter 1051. The Texas Board of Architectural Examiners can be reached at P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, by phone at (512) 305-9000, by fax at (512) 305-8900, or on the web at <http://tbae.state.tx.us>.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement constitutes the entire agreement and contract between the parties hereto and supersedes all prior or contemporaneous agreements, either written or oral. Verbal representations not contained herein shall not be

Init.

binding on the parties unless acknowledged by them in writing. This Agreement may be amended only by written instrument signed by both Owner and Architect.

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

.1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect, as amended for this Project.
(Paragraphs deleted)

.2 Intentionally deleted.

.3 Exhibits:

(Paragraph deleted)

Other Exhibits incorporated into this Agreement:

Exhibit A – Insurance Requirements

Exhibit B – Hourly Rates

Exhibit C – Architect’s Proposal

Exhibit D – Certificate of Substantial Completion and Final Completion

.4 Other documents:

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

This Agreement is entered into as of the date last signed by the parties below.

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT

FGMA ARCHITECTS

OWNER *(Signature)*

Paul Norton, Superintendent
(Printed name and title)

Date: _____



ARCHITECT *(Signature)*

Joseph Chronister, Principal-in-Charge
(Printed name, title, and license number, if required)

Date: **October 4, 2023**

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

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:46:33 ET on 09/26/2023.

PAGE 1

AGREEMENT made as of the day of ~~in the year~~ date last signed by the parties below.
(In words, indicate day, month and year.)

...

Lake Travis ISD
3322 Ranch Rd. 620 S.
Austin, TX 78738
Telephone: (512) 533-6000

...

FGM Architects Inc.
3711 South Mopac Expressway
Building Two, Suite 150
Austin, TX 78746
Telephone: (512) 474-8085

...

CMR 23-06
EDC Addition

PAGE 2

13 **SCOPE OF THE AGREEMENT INCLUDING EXHIBITS**

...

§ 1.1 This Agreement is based on the ~~Initial Information set forth in this Section 1.1~~ information and assumptions set forth in this Article 1 and other documents listed in this Agreement as exhibits in Section 13.2, including any individual project addendums.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.") The Architect will provide architectural and engineering services, as applicable, to include the design of the Project, creation of Construction Documents and construction administration for the Project in accordance with the Architect's Proposal, this Agreement with all exhibits, and all applicable laws.

...

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

LTISD 2022 Bond Program

...

EDC Addition to include approximately 8,820 square feet of space to accommodate additional space for the Lake Travis Education Foundation and Curriculum and Instruction workspace.

...

\$6,318,668

§ 1.1.4 The Owner’s anticipated ~~design and construction milestone dates~~:~~dates for commencement of design, construction and of Substantial Completion and Final Completion of the Work~~ are set forth as follows:

- .1 Design phase milestone dates, if any: To be determined by Owner and Architect
- .2 ~~Construction commencement date~~:Notice to Proceed/Construction commencement date: To be determined by Owner and Architect
- .3 ~~Substantial Completion date or dates~~:Completion and Final Completion dates: To be determined by Owner and Architect
- .4 Other milestone dates: To be determined by Owner and Architect

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Construction Manager at Risk (CMAR)

...

Not applicable

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

...

Robert Winovitch
Director of Facilities, LTISD
winovitchr@ltsidschools.org

...

Not applicable

...

.2 — Civil Engineer: 2 Survey

Walker Partners
6504 Bridge Point Parkway, Suite 200

Austin, TX 78730

- ~~.3~~ Other, if any:
(List any other consultants and contractors retained by the Owner.)

512-382-0021

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Stephen L. Hafer
3711 South Mopac Expressway
Building Two, Suite 150
Austin, TX 78746
stevehafer@fgmarchitects.com
512-474-8085

...

Pickett Kelm & Associates
4100 Duval Road, Building 4, Suite 103
Austin, TX 78759
512-345-5538

- ~~.2~~ Mechanical Engineer: MEP and Fire Protection:

MEP Engineering
1120 S. Capital of Texas Hwy.
Building 1, Suite 150
Austin, TX 78746
512-306-9650

- ~~.3~~ Electrical Engineer: Landscape
Studio 16:19
305 W. Liberty Ave, Suite 100
Round Rock, TX 78664
512-534-8680

- ~~.4~~ Civil Engineer
Walkers Partners
6504 Bridge Point Parkway, Suite 200
Austin, TX 78730
512-382-0021

- ~~.5~~ Other, if any:

Food Design, if necessary for Project

§ 1.1.11.2 Consultants retained under Supplemental Services: Additional Services:

Technology / Data / AV
True North Consulting Group
13284 Pond Springs Rd., Suite 304
Austin, TX 78729
888-650-4580

Roofing / Envelope Consultant

Engineered Exteriors
13740 N. Highway 183, Suite C2
Austin, TX 78750
512-571-3530

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Not applicable

~~§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information. The Owner may adjust the schedule as mutually agreed upon by the parties, which may include any agreed upon adjustments to the Architect's services and the Architect's compensation may be adjusted by amendment to this Agreement.~~

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

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

...

~~§ 2.1 The Architect shall provide the professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals. The Architect, including any exhibits, if applicable, that are necessary to complete each phase of the Project. The Architect shall review the program 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 in the Project all components of the Owner's program, as determined by the Owner, unless specific written authorization to delete a component is received from the Owner. Any civil, structural, mechanical, or electrical engineering plans and specifications or opinions of probable costs for construction must be prepared by or under the supervision of a registered professional engineer or a registered architect, whichever is applicable. The Architect shall provide to the Owner all plans, specifications, drawings and Construction Documents within the Architect's scope of services and provide such documents in electronic format. If requested by the Owner, the Architect shall assist the Owner in reviewing responses to competitive procurement documents.~~

~~§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall perform all services under this Agreement to the extent consistent with the Architect's standard of care. The Owner shall have the right to reject plans, drawings, specifications, and other materials prepared by the Architect or its consultants that contain material errors or omissions. Neither acceptance nor approval of the Architect's services by the Owner shall relieve the Architect of any of its professional duties or release it from any liability.~~

~~§ 2.3 The Architect shall identify a identifies the following person as its designated representative authorized to act on behalf of the Architect with respect to the Project.~~Project: Stephen Hafer

~~§ 2.4 Except with the Owner's knowledge and consent, the The Architect shall not engage in any activity, or accept any employment, interest-interest, or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.Project or otherwise be contrary to the Owner's policies and procedures or applicable law, including any conflict of interest provisions.~~

~~§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.Prior to performing services on the Project under this Agreement, the Architect shall procure and maintain insurance of the type and policy limits set forth in this Section 2.5 and in Exhibit A, attached and incorporated herein, to protect the Architect from claims arising out of the performance of the professional services under this Agreement caused by negligent acts, errors, or omissions, of the Architect, such insurance to be in a form approved by the Owner with an effective date prior to the beginning of design by Architect. The Architect shall maintain its insurance during the term of this Agreement and after the completion of services under this Agreement until not less than two (2) years from the final completion of all construction of this Project, if commercially available, as to workers compensation, comprehensive general liability, and comprehensive automobile liability, and not less than (10) years (or twelve (12) years as allowed by Texas Civil Practice and Remedies Code Section 16.008) from the final completion of all construction of this Project, if commercially available, as to errors and omissions insurance. Notwithstanding the foregoing, nothing contained herein shall limit or reduce the number of years of any limitations period set forth in Chapter 16 of the Texas Civil Practices and Remedies Code or any other statute that provides a time frame for bringing a claim. If the coverage period shown on the Architect's current certificate of coverage ends during the duration of the Project, the Architect must, within a reasonable period of time of expiration, file with the Owner a new certificate of coverage and endorsements, and if requested by the Owner, also a copy of the policy, showing that coverage has been renewed The Architect shall, if allowed by law, add the Owner as an additional insured under its policies for comprehensive general liability, comprehensive automobile liability, and umbrella liability, or as provided by underlying coverage requirements. Insurance shall be obtained from companies authorized to do business in the State of Texas by the Texas Department of Insurance with the rating indicated in Exhibit A. Prior to the commencement of services under this Agreement, the Architect shall provide the Owner with a copy of all certificates and endorsements for the insurance required under this Agreement and if requested by the Owner, a copy of all policies.~~

~~§ 2.5.1 Commercial General Liability with policy limits of not less than (\$) for each occurrence and (\$) in the aggregate for bodily injury and property damage.Intentionally deleted.~~

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

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

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

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

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

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

apply to both ongoing and completed operations. All insurance coverage shall be issued on an Occurrence form (except Professional Liability insurance, which may be issued on a "Claims Made" form if an Occurrence form is not commercially available). Certificates must include a 30-day notice of cancellation to any of the policies or equivalents specifically naming the Owner. A waiver of subrogation clause in favor of the Owner shall be attached to the Workers Compensation, General Liability and Automobile Liability. All Engineers or other Consultants retained by the Architect shall carry and produce evidence of the same amounts of insurance coverage under the same conditions described above, and of a type acceptable to the Owner, unless different coverage is agreed to in advance by the Owner.

~~§ 2.5.8~~ The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Architect's failure to comply with the insurance requirements set forth in Section 2.5 shall constitute a breach of this Agreement by the Architect and entitles the Owner to declare the Agreement void if the Architect does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

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~~§ 3.1~~ The Architect's Basic Services-Services, as applicable to the individual Project, consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.3, other provisions of this Agreement designated as Basic Services and include, without limitation, usual and customary design, structural, mechanical, electrical, plumbing, lighting, architecture, acoustics, interiors, and consulting services, unless otherwise revised by Section 4.1. Without limitation, Basic Services shall further include any services designated as such by Section 4.1.

~~§ 3.1.1~~ The Architect shall manage the Architect's services, perform and manage the Architect's services and administer the Project in accordance with this Agreement as amended for the Project and in accordance with the AIA Document A201-2017™, General Conditions of the Contract for Construction, as amended for the Project (sometimes referred to as the "General Conditions of the Contract"). Architect shall consult with the Owner and Owner's designated representative, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner-progress to the Owner through the issuance of progress reports to Owner and Contractor (where applicable, the term "Contractor" shall be inclusive of the Construction Manager), as more specifically defined hereafter. Architect agrees that the AIA Document A201-2017™, as amended for this Project, may be subject to subsequent amendments based upon negotiations between Owner, Architect and Contractor. As a condition of further service, Architect shall provide to Owner a signed statement stating Architect's agreement to adhere to any such negotiated amendments.

- .1 Upon request of the Owner's representative, the Architect shall make presentations to Owner's representatives to review the design of the Project. In addition, the Architect shall make presentations to Owner's Board of Trustees to present Schematic Design, Design Development and Construction Documents as requested by the Owner.
- .2 The Architect shall submit design documents to the Owner at intervals appropriate to the design process as designated in this Agreement, as amended, for purposes of evaluation and approval by the Owner's Board of Trustees or designee, as specified herein. The Architect shall be entitled to rely on approvals received from the Owner's Board of Trustees in the further development of the design, provided that nothing herein shall relieve Architect of responsibility to liability for design defects, errors, or omissions.

~~§ 3.1.2~~ As part of the Architect's Basic Services, the Architect shall review the information provided by the Owner relative to the Project; shall visit the site where the Project is to be located; observe any conditions at the site affecting or that might affect the Project; evaluate the location and nature of the Work to be performed; review the geotechnical reports for the nature of the ground and subsoil, the form and nature of the site, and the subsurface conditions of the site if required for the Project; take field measurements of any existing conditions; familiarize itself with the local conditions under which the Project is to be constructed and the construction work is to be performed; examine the location of existing or adjacent work or structures; and assess the general character and accessibility of the site. The Architect shall coordinate with the geotechnical engineer on the locations of geotechnical testing recommended by the geotechnical engineer. The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, consultants through the Owner's designated representative. The Architect reasonably may rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's

consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, ~~omission, omission~~ or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated. The Architect and the Owner agree that the schedule for performance of the Architect's services are to be determined between Owner and Architect. The schedule includes dates for the commencement of construction and the dates for Substantial Completion and Final 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 and/or coordination of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, Subject to any agreed upon changes to the dates established in this Agreement and except for any reasonable cause proven to have actually affected such dates, time limits established by the schedule shall not, except for reasonable cause, not be exceeded by the Architect or Owner. Architect. With the Owner's prior written approval, for reasonable cause, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. If Contractor is a Construction Manager-at-Risk, then the Architect shall assist the Construction Manager-at-Risk in the preparation and periodic update of the Project schedule.

§ 3.1.4 The Matters of aesthetics are within the Owner's sole discretion. Except as provided in this Agreement, the Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written substitution made without the Architect's approval.

§ 3.1.5 The Architect shall review and shall perform its services in compliance with applicable national, federal, municipal, and state of Texas laws, regulations, codes, ordinances, orders, and with those of any other body having jurisdiction in effect at the time of performance and as reasonably interpreted. The Architect shall review and be responsible for compliance with laws, codes and regulations applicable to the Architect's services, including without limitation, school facility standards found in 19 Texas Administrative Code, Chapter 61, subchapter CC and Texas Health and Safety Code Section 341.065, if applicable to this Project. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. The Architect shall comply with all policies, regulations, and rules of the Owner including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, pornography, harassment, and tobacco on District property), and fraud and financial impropriety. If applicable, the Architect shall certify that it has reviewed the standards contained in 19 Texas Administrative Code, Chapter 61, subchapter CC, and used the professional judgment and reasonable care consistent with the practice of architecture or engineering in the State of Texas in executing the Construction Documents. The Architect's signature and seal on the Construction Documents shall certify compliance. The Architect shall perform a building code search under applicable regulations that may influence the Project, and shall certify that the design has been researched before the documents are submitted to the governing authority for permitting. The Architect shall design the Project in such a manner that the Project or each part of the Project is readily accessible to and usable by individuals with disabilities, in compliance with the Americans with Disabilities Act, federal regulations interpreting the Americans With Disabilities Act, Texas Government Code Chapter 469, and all requirements or standards of the Texas Department of Licensing and Regulation. The Architect shall make any and all revisions to the Drawings until the Building and/or Project receives approval through the process defined by the Elimination of Architectural Barriers program of the Texas Department of Licensing and Regulation. It shall be the responsibility of the Architect to address revisions or amendments to applicable codes or standards which arise after the date of execution of the Agreement. The Architect shall, at appropriate times, contact the governmental authorities required to coordinate and/or approve the Construction Documents and the entities providing utility services to the Project. The In designing the Project, the Architect shall respond to applicable design requirements imposed by those authorities and entities, such governmental authorities and by such entities providing utility services. Design of the extension of utility services necessary for completion of the project, but not provided by entities providing utility services to the Project, shall be conducted by the Architect. The cost of construction of the lines designed by the Architect shall be considered a Cost of the Work and the Architect shall be compensated for such design work as a Cost of the Work. In the event that the utility extension work is to be issued as a separate package from the Project for bidding or construction, or is to be completed on a timeline that is different from the Project, the Architect may be entitled to additional services instead of including such work within the Cost of the Work. Requests for additional services shall be submitted in writing by the Architect and approved in writing by the Owner prior to the time such services are performed. Nothing within this section 3.1.5 shall be construed as requiring the Architect to act in a manner above the applicable statutory standard of care.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for ~~the coordination and/or approval~~ of governmental authorities having jurisdiction over the Project.

3.1.7 The Architect is responsible for hiring and coordinating the work of all of its consultants so that their services are appropriate for and adequately incorporated into the design of the Project. The Owner reserves the right, in its sole discretion, to reject the employment by the Architect of any consultant for the Project to which the Owner has reasonable objection. The Architect, however, shall not be required to contract with any consultant to which it has a reasonable objection. The Architect shall pay for its consultants' services out of its fees. The Owner is not responsible for any consultant fee or costs unless expressly agreed to in writing.

3.1.8 The Architect's senior principal or other representative as defined herein who is responsible for managing the Project shall not be changed without the prior written approval of the Owner. The day-to-day Project team will be led by the senior principal or other representative as identified herein unless otherwise directed by the Owner or prevented by factors beyond the control of the Architect.

3.1.9 The Architect shall not engage in any activity or course of conduct which is detrimental to the Project's best interest. The Architect shall take reasonable steps necessary to seek compliance so that the Construction Documents are adhered to by the Contractor. The Owner's decisions on matters relating to aesthetic effect shall be final.

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§ 3.2.1 ~~The Architect shall review the program~~ Consistent with the applicable standard of care, the Architect shall review and conform to the Owner's approved Project program, preliminary design, budget and schedule of phases of work and other information furnished by the Owner, and shall review and follow all laws, codes, and regulations applicable to the Architect's ~~services~~ services, as set forth in Section 3.1.5 or elsewhere in this Agreement.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, and preliminary design, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, the Work (limited to project elements within the Architect's scope), Project site, and the proposed procurement and delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner in writing of (1) any inconsistencies discovered in the ~~information~~ Initial Information or other information provided to or obtained by the Architect, and (2) other information or consulting services that may be reasonably needed for the Project. The Architect shall visit the Owner's Project site and shall provide to 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 the Work. As soon as practicable after execution of this Agreement and, if possible, before Owner's Board of Trustees designates a method of construction contract procurement, the Architect shall review the Owner's proposed method of contracting for construction services and shall notify the Owner in writing of anticipated impacts that such method may have on the Owner's program, financial and time requirements, and the scope of the Project.

§ 3.2.3 The Architect shall present its written preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. ~~The Architect shall reach an~~ The Architect shall reach an ~~the~~ Project, conforming all standards and work to be done with the Owner's budget, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach a written understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon in writing with the Owner, the Architect shall prepare and ~~present~~ present for the Owner's approval, a ~~approval~~ a written preliminary design illustrating the scale and relationship of the Project components. Before proceeding to the Design Development Phase, the Architect shall obtain the Owner's written acceptance of the Design Documents and Owner's approval of the Architect's preliminary construction cost estimate and any recommended changes to the schedule.

§ 3.2.5 Based on the Owner's approval of the preliminary design, design and Owner's schedule and budget for the Work, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall establish the conceptual design of the Project and illustrate the scale and relationship of the Project components. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study

models, perspective sketches, or digital representations. ~~Preliminary selections of modeling.~~ The Schematic Design Documents shall show major building systems and construction materials shall be noted on the drawings or described in writing.

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

§ 3.2.5.2 ~~The Architect shall consider~~ consider, and, if applicable, consult with the Construction Manager at Risk regarding the value of alternative materials, building systems and equipment, together with other considerations based on program/program/preliminary design and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 ~~The Architect shall submit to the Owner an~~ When the Project requirements have been sufficiently identified, including Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities, the Architect, and if applicable, the Construction Manager at Risk, shall prepare a preliminary estimate of the Cost of the Work prepared in accordance with Section 6.3. To the extent the Owner has stipulated construction budget limitations for the Project, such estimated Cost of Work shall not exceed the Owner's budget limitations, unless agreed to in writing by the Owner.

§ 3.2.7 ~~The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's~~ Owner by the date set forth in the Initial Information; advise the Owner in writing, that documents are in compliance with applicable law, including 19 Texas Administrative Code Chapter 61, Subchapter CC, if applicable, and request the Owner's approval. Architect shall not proceed to the Design Development Phase without the approval of Owner's Board of Trustees or the Board's designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents that are sufficient for Owner to complete the construction of the Project and are free from material defects or omissions. Architect shall bear full responsibility for any and all resulting excess costs incurred by Architect in proceeding without required approval.

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

§ 3.3.2 ~~The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3 and shall conform the estimated Cost of Work to the Owner's budget. Such estimate of the Cost of the Work shall not exceed the Owner's limitations, unless agreed to in writing by the Owner.~~

§ 3.3.3 ~~The Architect shall submit the Design Development Documents to the Owner by the date set by the Owner, advise the Owner in writing that documents are in compliance with applicable law, including 19 Texas Administrative Code Chapter 61, Subchapter CC, if applicable, and of any and all adjustments to the estimate of the Cost of the Work, and request the Owner's approval.~~

3.3.4 ~~Before proceeding to the Construction Document Phase, the Architect shall obtain the Owner's written approval and acceptance of the Design Development Documents and updated budget for the Cost of the Work; provided, however, this approval shall not relieve the Architect of the Architect's obligations, responsibilities and/or liability to provide documents reasonably free of material defects as required by the standard of care. The Architect shall bear full responsibility and all resulting excess costs incurred by the Architect in proceeding without the Owner's approval.~~

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§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the ~~Work, Work;~~ the Owner's educational program; and any educational specifications and requirements set forth in 19 Texas Administrative Code, Chapter 61, Subchapter CC, the Architect shall prepare Construction Documents for the Owner's approval. "Construction Documents" means all drawings, 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 shall set forth, in detail, the requirements of construction of the Project. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and ~~Specifications~~-Specifications, schedules, diagrams, and all other documents as are necessary to construct the Project, setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. ~~The Owner and Architect acknowledge that, in order to perform~~ The Construction Documents shall reflect all agreements between the Owner and the 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 provide information as is reasonably necessary for the use of the Construction Documents by the Contractor and those in the building trades and construction industry to perform the Work and shall include all documents required for regulatory agency approvals. The Construction Documents shall set forth in detail the requirements for construction of the Project that comply with applicable laws, ordinances, codes, rules, and regulations, as of the date of issuance of Construction Documents including the current interpretation of Title IX, Texas Accessibility Standards, and regulations promulgated by the Texas Education Agency (TEA) for facility standards, which shall be reasonably free of design defects or omissions. The Architect's or engineer's signature indicates that the Architect or engineer has exercised the standard of care as defined herein. The Owner and the Owner's authorized representatives shall review all Construction Documents and must provide written approval of same prior to release of the documents for competitive procurement or negotiation purposes. Approval of the Construction Documents by the Owner shall not relieve the Architect of any of its obligations, responsibilities, or liability to the Owner under this Agreement. 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 Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents the Project, and where applicable, include information related to trench excavation safety. Outdoor lighting fixtures, if any, shall meet the statutory energy conservation and light pollution standards established by the State of Texas Health and Safety Code. All ventilation and indoor air quality systems designed by the Architect shall meet the indoor air quality voluntary guidelines established by the State of Texas Health and Safety Code.

§ 3.4.3 During the development of the Construction Documents, ~~the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, if requested by the Owner,~~ the Architect shall assist the Owner, and, if applicable, the Owner's legal counsel, in the development of (1) bidding and procurement information which describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other ~~Conditions~~). ~~The Architect shall also compile a project manual~~ Conditions) as amended for the Project. After consultation with the Owner, the Architect shall also compile the Project Manual that includes the Conditions of the Contract for Construction and ~~Specifications,~~-Specifications and may include bidding requirements and sample forms. As required by law, all bid or proposal documents and contracts shall include, if applicable, all required information related to trench excavation safety. Texas Health and Safety Code Section 756.021 *et seq.* Proposal documents shall contain the prevailing wage rates in accordance with Chapter 2258 of the Texas Government Code; the adopted prevailing wage rates for the Project are indicated in the Contract Documents. The Architect shall include in the Project specifications the requirement that payment and performance bonds are to comply with the requirements of the Texas Insurance Code Chapter 3503 and the Texas Government Code Chapter 2253; that all insurance companies or sureties are licensed to do business in the State of Texas; and, where bond amounts exceed \$100,000, insurance companies or sureties hold a certificate of authority from the United States Secretary of the Treasury; or, reinsurance for liability in excess of \$100,000 from a reinsurer authorized and admitted as a reinsurer in the State of Texas and that is a holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. The Owner and the Architect reserve the right to rely on the United States Secretary of the Treasury list of companies holding certificates of authority to determine whether the surety or reinsurer complies with the legal requirement.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3-Work. To the extent the Owner has stipulated a construction budget limitation for the Project, as may be amended pursuant to Section 3.4.1, such estimated Cost of the Work shall not exceed the Owner's budget limitations, unless agreed to in writing by the Owner. If the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then 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 as provided herein, and, in doing so, shall notify Owner, in writing, of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic, and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality, or budget. Owner shall consider Architect's recommendations but shall decide, in its discretion, what adjustments to make.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval by the date established by the Owner. Architect shall not proceed to the Procurement Phase without the approval of Owner's Board of Trustees, or Board designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project and are free from material defects or omissions. Architect shall bear full responsibility for any and all resulting excess costs incurred by Architect in proceeding without required approval.

3.4.6 After Owner's approval of the Construction Documents, the Architect shall not make or approve any changes in the Work, unless those changes do not involve an adjustment in the Contract Sum or Contract time, without prior written consent of the Owner. The Architect shall be liable to Owner for any damages arising from or caused by any changes to the Work made or approved by the Architect without the Owner's prior written consent.

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

3.4.8 Architect shall submit the Construction Documents for review and approval to the Texas Department of Licensing and Regulation any time the renovation, modification, or alteration of the Work has an estimated construction cost of \$50,000 or more and shall notify Owner of same.

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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~~ Owner, and if applicable, the Owner's legal counsel 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. The Owner will select the method that provides the best value for the Project.

...

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents. As used herein, the terms "bid," "Bid," "Bidding," and "Bidding Documents" shall include and mean any form of competitive procurement selected by the Owner and the applicable documents related thereto under Chapter 44 of the Texas Education Code and Chapter 2269 of the Texas Government Code.

- ...
- ~~1~~ 1 ~~facilitating the distribution of Bidding Documents-if requested by the Owner, assist in preparation of bid documents;~~
 - ~~2~~ 2 ~~procuring the reproduction of Bidding Documents for distribution to prospective bidders;~~
 - ~~3~~ 3 ~~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;~~
 - ~~2~~ ~~4~~ 4 ~~organizing and conducting a pre-bid conference for prospective bidders;~~
 - ~~3~~ ~~5~~ 5 ~~preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,~~
 - ~~4~~ ~~6~~ 6 ~~organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.~~
 - ~~7~~ 7 ~~organizing and participating in selection interviews with prospective contractors and~~
 - ~~8~~ 8 ~~if requested by Owner, participating in negotiations with prospective contractors, and subsequently preparing a summary report of negotiating results, as directed by Owner~~

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, ~~as an Additional Service,~~ consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders. The Architect shall review, in conjunction with the Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project, and the quality of the construction with Owner's overall budget for the Project.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 ~~Proposal Documents shall consist of proposal requirements and proposed Contract Documents. The Architect shall assist the Owner in obtaining construction services and shall assist the Owner in awarding and preparing contracts for construction.~~

§ 3.5.3.2 ~~The~~ If requested by the Owner, the Architect shall assist the Owner in obtaining proposals by:

- ~~1~~ 1 ~~facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~
- ~~2~~ 2 ~~organizing and participating in selection interviews with prospective contractors;~~
- ~~3~~ 3 ~~preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,~~
- ~~4~~ 4 ~~participating in negotiations with prospective contractors, by participating in negotiations with prospective contractors~~ and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, ~~as an Additional Service,~~ consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors. The Architect shall review, in conjunction with Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project, and the quality of the construction within Owner's overall budget for the Project.

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§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. ~~If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.~~ Construction, as amended for the Project and as specified in Section 3.1.1 herein. While on Owner's property and throughout Architect's services under this Agreement, the Architect shall comply with Owner's policies, regulations, and rules provided in writing by the Owner to the Architect, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and prohibitions against fraud and financial impropriety.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase ~~Services~~ Services, attend weekly meetings with the Contractor, and issue written project reports. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this ~~Agreement~~ Agreement and subject to any limitations in law applicable to public school districts. Additionally, except as expressly set forth in this Agreement or the General Conditions of the Contract, the Architect shall not have the authority to approve any changes in the Work without the written approval by the Owner and in no event shall the Architect have the authority to approve any change that would modify the Contract Time or the Contract Sum/Guaranteed Maximum Price, as applicable. 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. Any design services by Architect made necessary by Architect's design errors or omissions shall be at no additional cost to Owner.

§ 3.6.1.3 ~~Subject to Section 4.2 and except as provided in Section 3.6.6.5, the~~ 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 upon final completion of the Construction Phase after the Architect determines that the Contractor has completed all work required by the Contract Documents including all punch list deficiencies and completion of one-year warranty phase services.

...

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

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Architect shall promptly notify Owner and Contractor, orally and in writing, of any observed fault or defect in the Project or nonconformance with Contract Documents and shall notify Owner of all corrective actions taken or recommended. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. Performance of any additional inspection or testing, which would result in additional cost to the Owner, shall require advance notice to and written approval of the Owner. However, neither this authority of the ~~Architect~~ Architect, nor a decision made in good faith either to ~~exercise~~ exercise, or not to ~~exercise~~ exercise such authority ~~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 testing or inspections required by this Section are subject to the requirements of Chapter 2269 of the Texas Government Code.

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

§ 3.6.2.4 Interpretations and ~~decisions~~ recommendations of the Architect shall be consistent with the intent of, ~~of and~~ of and reasonably inferable ~~from,~~ from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and ~~decisions,~~ recommendations, the Architect shall endeavor to secure faithful performance by both ~~Owner and Contractor, shall not show partiality to either,~~ the Owner and Contractor and shall not

be liable for results of interpretations or decisions rendered in good faith. ~~The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.~~

§ 3.6.2.5 ~~Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims.~~ The Architect shall promptly render initial written recommendations on Claims, disputes and other matters in question between the Owner and Contractor as provided in the Contract Documents.

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§ 3.6.3.1 ~~The Architect shall observe the progress of the Work, evaluate, review and certify the amounts due the Contractor and shall issue certificates in such amounts, such amounts, if such amounts are validly requested, within seven days of receipt of the Contractor's 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, to the best of the Architect's knowledge, information and belief, the that the Work has progressed to the point indicated, indicated and that the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) Documents. 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. The term "certify" as used by the Architect shall mean to state or declare a professional opinion in accordance with professional standards exercised by Architect in Travis County, Texas, of conditions known at the time such certifications are made. The Architect's certification of certain information or conditions in no way relieves the Contractor from meeting requirements imposed by contract or other means, including commonly accepted industry standards.~~

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

...

§ 3.6.4.1 ~~The Architect shall prepare a listing of all required submittals for the Project and distribute to the Owner and the Contractor. The Architect shall review the Contractor's proposed submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review. No claims should be made against the Architect or its Consultants for delays or damages based in whole or in part on the length of time required for review of any submittal. Notwithstanding the foregoing, Architect agrees to a customary time of 10 business days for items that are not unusually large or complex.~~

§ 3.6.4.2 ~~The Architect shall review and approve, or take other appropriate action upon, 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 in accordance with the normal standard of care. The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, 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. The Architect is not authorized to approve changes involving major systems such as HVAC, roofing, foundations, outward appearance, color schemes, floor plans, building materials, or equipment without the Owner's prior written consent.~~

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

§ 3.6.4.4 ~~Subject to Section 4.2, the~~ The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for ~~information; information~~ at no additional charge to the Owner.

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§ 3.6.5.1 ~~The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. With notice to and consent from the Owner, the Architect may authorize minor changes in the Work not involving an adjustment in the Contract Sum, or 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 of the Architect.~~

...

§ 3.6.5.3 The Architect shall prepare Drawings, Specifications, and other documentation and supporting data, and provide other services in connection with Proposal Requests; Architect's Supplemental Instructions; Change Orders; Allowance Authorization Expenditures; and Construction Change Directives at no additional expense to the Owner, whether initiated by the Owner, the Contractor or the Architect.

§ 3.6.5.4 The Architect shall prepare a set of reproducible record drawings and record specifications showing significant changes made during construction based upon marked-up prints, drawings and other data furnished by the Contractor to the Architect or based on the Architect's revisions. The drawings and specification records furnished by the Architect to the Owner shall be in native drawing format and be accompanied by a printed copy of the drawings and specifications.

...

- ~~1~~ 1 conduct inspections to determine the date or dates of Substantial Completion and the date of ~~final completion;~~ Final Completion;
- ~~2~~ 2 issue Certificates of Substantial ~~Completion;~~ Completion and of Final Completion, using Owner's designated forms in Exhibit D;
- ~~3~~ 3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; ~~and;~~
- ~~4~~ 4 issue a final Certificate for Payment based upon a final inspection indicating ~~that, to the best of the Architect's knowledge, information, and belief, that~~ the Work complies with the requirements of the Contract ~~Documents.~~ Documents; and
- ~~5~~ 5 for any Work that exceeds \$50,000, Architect shall schedule and ensure completion of inspections with the Texas Department of Licensing and Regulation as required by Texas Government Code Section 469.105.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. The Architect’s inspections shall continue until Final Completion is achieved and any warranty work is complete and accepted by the Owner.

§ 3.6.6.3 ~~When Substantial Completion has been achieved, the Work is found to be substantially complete, and when the Work is finally complete,~~ the Architect shall inform the Owner in writing 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. 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 3.4.7.3 above.

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

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to ~~review the facility operations and performance.~~ observe the facility operations and performance, including, without limitation, to identify defects and warranty issues and to make appropriate written recommendations to the Owner.

ARTICLE 4 — SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 3.6.6.6 ~~After written notification, regarding unsatisfactory performance and ten (10) day opportunity to cure, the Owner may withhold payments to the Architect, in an amount reasonable to cover estimated legally recoverable damages, to secure performance of Architect’s services and obligations under any part of this Agreement.~~

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Supplemental Additional Services

§ 4.1.1 ~~The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate. As applicable, the Architect shall furnish or provide the services below as Basic Services without additional compensation unless it is indicated below to be an Additional Service, in which case the Additional Service, if requested by the Owner and approved in writing in advance, shall be compensated to the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.~~

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

| Supplemental Services | Responsibility <i>(Architect, Owner, or not provided)</i> |
|--|---|
| § 4.1.1.1 Programming | <u>Architect – Basic Service</u> |
| § 4.1.1.2 Multiple preliminary designs | <u>Architect – Basic Service</u> |
| § 4.1.1.3 Measured drawings | <u>Architect – Supplemental Services</u> |
| § 4.1.1.4 Existing facilities surveys | <u>Owner</u> |
| § 4.1.1.5 Site evaluation and planning | <u>Architect – Basic Service</u> |
| § 4.1.1.6 Building Information Model management responsibilities | <u>Architect – Basic Service</u> |
| § 4.1.1.7 Development of Building Information Models for post construction use | <u>Architect – Basic Service</u> |
| § 4.1.1.8 Civil engineering | <u>Architect – Basic Services</u> |
| § 4.1.1.9 Landscape design | <u>Architect – Basic Services</u> |

| Supplemental Services | Responsibility <i>(Architect, Owner, or not provided)</i> |
|---|---|
| § 4.1.1.10 Architectural interior design | <u>Architect – Basic Service</u> |
| § 4.1.1.11 Value analysis | <u>Architect – Basic Service</u> |
| § 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3 | <u>Not provided</u> |
| § 4.1.1.13 On-site project representation | <u>Not provided</u> |
| § 4.1.1.14 Conformed documents for construction | <u>Architect – Basic Service</u> |
| § 4.1.1.15 As-designed record drawings | <u>Architect – Basic Service</u> |
| § 4.1.1.16 As-constructed record drawings | <u>Not provided</u> |
| § 4.1.1.17 Post-occupancy evaluation | <u>Not provided</u> |
| § 4.1.1.18 Facility support services | <u>Not provided</u> |
| § 4.1.1.19 Tenant-related services | <u>Not provided</u> |
| § 4.1.1.20 Architect’s coordination of the Owner’s consultants | <u>Architect – Basic Service</u> |
| § 4.1.1.21 Telecommunications/data design | <u>Architect – Additional Service</u> |
| § 4.1.1.22 Security evaluation and planning | <u>Architect – Additional Service</u> |
| § 4.1.1.23 Commissioning | <u>Owner</u> |
| § 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3 | <u>Not provided</u> |
| § 4.1.1.25 Fast-track design services | <u>Not provided</u> |
| § 4.1.1.26 Alternate bid items | <u>Architect – Additional Service</u> |
| § 4.1.1.26 Multiple bid packages | |
| § 4.1.1.27 Historic preservation | <u>Not provided</u> |
| § 4.1.1.28 Furniture, furnishings, and equipment design | <u>Architect – Additional Service</u> |
| § 4.1.1.29 Warranty Phase Support Services | <u>Architect – Basic Service</u> |
| § 4.1.1.29 Other services provided by specialty Consultants | |
| § 4.1.1.30 Land Surveying | <u>Owner</u> |
| § 4.1.1.30 Other Supplemental § 4.1.1.31 Geotechnical Services | <u>Owner</u> |
| § 4.1.1.32 Environmental Services | <u>Owner</u> |
| § 4.1.1.33 Graphics and Signage | <u>Architect – Basic Service</u> |
| § 4.1.1.34 Permitting | <u>Architect – Additional Service</u> |
| § 4.1.1.35 Space Schematics/Flow Diagrams | <u>Architect – Basic Service</u> |
| § 4.1.1.36 Owner-Supplied Data Coordination | <u>Architect – Basic Service</u> |
| § 4.1.1.37 Structural | <u>Architect – Basic Service</u> |
| § 4.1.1.38 Mechanical, Electrical, Plumbing | <u>Architect – Basic Service</u> |
| § 4.1.1.39 Acoustic | <u>Architect – Basic Service</u> |
| § 4.1.1.39 Traffic Design | <u>Architect – Additional Service</u> |
| § 4.1.1.40 TAS Review / Inspection | <u>Architect – Additional Service</u> |

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

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

Intentionally deleted.

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

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

Intentionally deleted.

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

...

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. Additional services beyond those described as Basic Services in this Agreement may be provided after execution of this Agreement, without invalidating the Agreement if agreed to in writing by the Owner and Architect before performance of any such services. The Owner shall have no obligation to pay for any Additional Services performed unless and until the Owner agrees to such Additional Services in writing and to the amount of increase in compensation for same and signed by the Owner. If the Owner deems that all or a part of such Additional Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect may be entitled to an adjustment and shall not proceed to provide the following Additional Services until the Architect receives the Owner's written ~~authorization~~ authorization. Subject to the limits and requirements set forth in this Agreement, the following would be considered Additional Services:

- .1 Services necessitated by a significant change in the Initial Information, previous instructions or approvals given by the Owner, or a ~~material~~ significant change in the scope of the Project including but not limited to, 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~~ Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .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; and approved Instruments of Service necessitated by enactment or revision of codes, laws, or regulations, or official interpretations ;
- .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; and~~
- .9 ~~Evaluation of the qualifications of entities providing bids or proposals;~~
- .10 ~~.5~~ Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 ~~Assistance to the Initial Decision Maker, if other than the Architect.~~ construction.

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

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

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- .1 (~~—~~) Five (5) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor ~~Contractor~~;
- .2 (~~—~~) visits Five (5) Visits to the site by the Architect during construction as required by Section 3.6.2.1;
- .3 (~~—~~) Five (5) inspections for any each portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents ~~Documents~~; and
- .4 (~~—~~) Five (5) inspections for any each portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services. Intentionally deleted.

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

...

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall ~~provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.~~ consult with the Architect regarding the Owner's contemplated objectives, schedule constraints and criteria, requirements for and limitations on the Project site requirements, and will provide timely information as reasonably may be necessary for the Architect to provide Architectural services.

...

§ 5.3 The Owner shall ~~identify a representative authorized to 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.~~ Except as otherwise delegated to administration, Owner's Board of Trustees, by majority vote at a properly called meeting, is the only representative of the Owner, a public independent school district, having the power to enter into a contract, approve changes in the Scope of the Work, approve a change resulting in an increase to the Contract Sum or Guaranteed Maximum Price of \$100,000 or more, approve a change in Owner's budget, or to agree to an extension of the date of Substantial Completion or Final Completion. The Owner designates Paul Norton, Superintendent, to sign contracts and other documents and to act on the Owner's behalf with respect to the Project. The Owner designates

Robert Winovitch as its representative for day-to-day responsibilities of the Owner and for decision making authority as delegated by the Board and Superintendent. The Owner shall render decisions and approve the Architect's submittals in a reasonably timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

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

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

...

§ 5.9 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.~~ Documents to be furnished by the Owner.

...

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

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

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§ 5.15 ~~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.~~ Intentionally deleted.

...

§ 6.1 For purposes of this Agreement, the ~~Cost of the Work shall be compensation to the Architect shall be based on the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, be based on the actual amounts paid for the Cost of the Work (as defined in the construction contract); and the Contractors' general conditions costs, overhead and profit (collectively "Construction Costs"), which may be a lump sum or Guaranteed Maximum Price. To the extent that the Project is not completed or constructed, the Cost of the Work shall include the estimated cost to the Owner of all elements of the Project designed by the Architect and accepted by the Owner but not constructed by the Owner. The Cost of the Work does not include elements of the Project designed by Architect but not accepted by the Owner. The Cost of the Work does not include the compensation of the Architect;~~ Architect, the costs of the land,

rights-of-way, financing, or contingencies for changes in the ~~Work~~ Work or other costs that are the responsibility of the ~~Owner~~ Owner, including purchase of equipment, furniture, fixtures, or pre-fabricated items, and does not include any amounts budgeted or included in allowances or contingencies unless actually paid by the Owner to the Contractor.

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

§ 6.3 The Architect, and the Construction Manager at Risk, if applicable, shall prepare a preliminary estimate of the Cost of the Work, which shall incorporate Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. As the design process progresses through the end of the preparation of the Construction Documents, the Architect, and, if applicable, the Construction Manager at Risk, shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. The Architect shall cooperate with 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. In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the ~~Project~~ Project with the prior consent of Owner's Board of Trustees or designee; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, ~~then~~ the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential elements of the Project. Architect shall present the redesign to Owner for Owner's approval and, in doing so, shall notify Owner in writing 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 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. ~~budget. Owner shall consider Architect's recommendation, but shall decide, in its discretion, what adjustments to make.~~

...

- .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~~ alternative; or
- .6 direct the Architect to redesign the Project to meet the Owner's budgetary, programmatic, and quality needs.

§ 6.7 If the Owner chooses to proceed under ~~Section 6.6.4, the Architect~~ Sections 6.6.4 or 6.6.5, 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 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6. The Architect's modification of the Construction Documents before commencement of the Work shall be the limit of the Architect's responsibility under Article 6.

6.8 If, after commencement of the Work, the Cost of the Work is exceeded due to the negligent errors or omissions of the Architect, then the Architect shall bear financial responsibility to Owner for the increase in the Cost of the Work, except for all materials, labor, and overhead related to the betterment obtained by the Owner. By way of example, the Architect shall bear responsibility for the difference between what would have been the original cost of that portion of the Work, but for Architect's negligent error or omission, and the actual cost of that portion of the Work performed to remedy the negligent error or omission. Further, Architect shall not be entitled to Architect's fee for the excess Cost of the Work. Unless Architect disputes the amounts due pursuant to the alternative dispute resolution process provided in Article 8 of this Agreement, as amended, Owner shall be entitled to withhold from sums due to Architect the amounts detailed above.

ARTICLE 7 — COPYRIGHTS AND LICENSES

ARTICLE 7 COPYRIGHTS AND LICENSES/OWNERSHIP OF PROJECT DOCUMENTS

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. Upon payment of all undisputed fees due to Architect, Owner and Architect shall jointly own all copyrights and other non-patent intellectual property rights in the Drawings, Specifications, and other Documents, including those in electronic form, prepared by the Architect ("Work Product"). At such time, Architect grants Owner all exclusive rights to the Work Product as a unitary work, including, without limitation, the right to use, reproduce, and prepare derivatives thereof with respect to the Project. Owner shall also have, along with the Architect, the right to use, reproduce, distribute, and make derivatives of the individual components. It is the intent of the parties that, upon payment for the Work Product, Owner shall have the exclusive rights to such Work Product as a whole, but Architect shall continue to have rights to use, reproduce, create derivatives from or otherwise deploy individual components of the Work Product, so long as such use, reproduction, derivatization, or deployment does not individually or in combination produce a work product substantially similar to the Work Product. The Architect may retain copies of the Work Product. Intellectual property owned by the Architect prior to the performance of services under this Agreement, such as standard details and specifications that are not specific to this Project or any Sub-Project, shall remain the property of the Architect.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. Owner's reuse or modification of the Work Product, other than in connection with the Project, without written consent of the Architect shall be at the sole risk of Owner. Architect's consent shall not be unreasonably withheld. To the extent allowed by law, Owner shall indemnify and defend Architect from any third party actions that may result therefrom. Owner shall release the Architect from any liability for any errors and omissions in connection with such subsequent reuse or modification not involving Architect. If owner uses the Work Product in connection with another project in which Architect is not involved, Owner agrees to remove Architect's name from the title block of the Work Product documents.

§ 7.3 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 this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the

Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. ~~Intentionally deleted.~~

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4. ~~Intentionally deleted.~~

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

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

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein. ~~By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provide herein and as specifically authorized by law.~~

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This ~~mutual~~ waiver is applicable, without limitation, to all consequential damages due to ~~either party's termination of this Agreement, except as specifically provided in Section 9.7. Owner's termination of this Agreement.~~ In any litigation arising under this Agreement, the types and amounts of damages recoverable shall be subject to Subchapter I of Texas Local Government Code Chapter 271.

§ 8.1.4 In any litigation for breach of contract under this Agreement, reasonable and necessary attorneys' fees may be awarded to the prevailing party.

§ 8.1.5 When Owner has an applicable claim for construction defects, Owner shall comply with the provisions of Texas Government Code Chapter 2272 related to the provision of notice of defects and the Contractor's or Architect's opportunity to cure.

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§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. ~~If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution. resolution, unless the filing deadlines under applicable statutes of limitation and/or repose would otherwise expire. If suit is filed before mediation in order to avoid expiration of limitations and/or repose, then the parties agree to submit the matter to mediation as soon as reasonably possible. Claims for injunctive relief shall not be subject to this Section.~~

~~§ 8.2.2 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 Agreement. A request for mediation shall be made in writing, delivered to the other party to this the 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. 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. Signed, written agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

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

...

Litigation in a court of competent jurisdiction

...

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

...

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

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

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

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

...

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration~~

~~permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). Intentionally deleted.~~

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

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

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~~§ 9.1 If the Owner fails to make timely payments of any undisputed amounts to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. Agreement if not cured by the Owner within ten (10) calendar days following notice of any past-due payment, in accordance with Texas Government Code Chapter 2251. The Architect shall not be allowed to suspend the Architect's performance of services under this Agreement for nonpayment by Owner of disputed amounts. If the Architect fails to perform without good cause as required under this Agreement such failure shall be cause for termination by Owner. For the Architect's failure to perform that does not affect the Owner's construction schedule, the Architect shall have ten (10) days from written notice of the Owner to cure any such breach before the Owner either suspends payment or terminates the Agreement.~~

~~§ 9.2 If the Owner suspends the Project, the Architect shall be compensated Project for more than ninety (90) cumulative days, through no fault of the Architect, the Architect shall be compensated for any undisputed amounts for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for ~~expenses incurred in direct, actual and verifiable expenses reasonably and necessarily incurred and that were caused by~~ 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.~~

~~§ 9.3 If the Owner suspends the Project for more than ~~90~~ninety (90) cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven (7) days' written notice.~~

~~§ 9.4 Either party may terminate this Agreement upon not less than ~~seven~~twenty-one (21) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.~~

~~§ 9.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause. The Owner may also terminate this Agreement on seven (7) days' written notice if the budget for the Cost of the Work, prior to commencement of the Work, is exceeded by the lowest bona fide bid or negotiated proposal.~~

~~§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements, together with Reimbursable Expenses then due.~~

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

The parties hereby agree that: 1) if an order for relief is entered on behalf of the Architect, pursuant to Chapter 11 of the U.S. Bankruptcy Code; 2) if any other similar order is entered under any debtor or relief laws; 3) if Architect makes an assignment for the benefit of one or more of its creditors; 4) if a receiver is appointed for the benefit of its creditors; 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Architect's performance. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Architect adequate assurance of future performance in accordance with the terms and conditions of this Agreement. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Architect's services in accordance with this Section.

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

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and ~~Section 9.7.~~ Sections 9.7 and 11.9.

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

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§ 10.1 ~~This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3 and any and all claims, disputes, and matters of controversy concerning this Agreement shall be governed, construed, and interpreted by the law of the State of Texas, without regard for any of its conflict of law provisions. In the event that litigation is filed, the parties agree that the exclusive and mandatory venue for any such litigation shall be in a court of competent jurisdiction located in Travis County, Texas. As a material consideration of the making of this Agreement, this Agreement and the modifications to this Agreement shall not be construed against the author of said Agreement and modifications.~~

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

§ 10.3 ~~The person signing below on behalf of the Architect warrants that he/she has the authority to execute this Agreement according to its terms. The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment. heirs, administrators, executors, trustees and legal representatives to this Agreement and all of the rights, obligations, terms, provisions, and conditions herein and included in any Exhibits. The Owner and the Architect recognize that this Agreement is based upon the skill and expertise of the parties and therefore agree that the Agreement and the obligations thereunder may not be assigned or delegated without the written consent of the other party, except as expressly allowed by this Agreement.~~

§ 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~~ fourteen (14) days prior to the requested dates of ~~execution.~~ ~~If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect~~

~~shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of execution. The Architect shall execute certificates or consents consistent with the Architect's standard of care pursuant to this Agreement.~~

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

§ 10.6 Unless otherwise required in this 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 ~~unless the Architect's acts or omissions, consistent with the standard of care as defined herein, introduced said hazardous materials or toxic substances to the Project site. The Architect shall promptly disclose, to the extent consistent with its standard of care, in writing to the Owner any hazardous materials specified for the Project or discovered on site, regardless of the date of discovery or the date on which the Architect learns of the hazardous nature of the materials.~~

§ 10.7 ~~The Architect shall have the right to~~ With prior written consent of the Owner, the Architect may include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. ~~representations, but may not photograph students without prior written parental consent. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.~~ Owner provides notice that confidential and proprietary information shall include, but shall not be limited to, all items listed in Section 10.8.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. ~~This Section 10.8 shall survive the termination of this Agreement 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. The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public, or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar written agreements to maintain the confidentiality of information specifically designated as confidential by the Owner. Owner herein designates the following as confidential information: security measures; security access codes; 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. As to Owner, the parties acknowledge that, as a public entity in the State of Texas, Owner is subject to, and must comply with, the provisions of the Texas Public Information Act, Texas Government Code Chapter 552 et seq. and the Texas Open Meetings Act, Texas Government Code, Chapter 551 et. seq..~~

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

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

~~parties' intentions and purposes in executing the Agreement.~~ In the event that any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable.

§ 10.10 No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.

§ 10.11 Any notice given under this Agreement by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in this Agreement. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated on the date reflected on the return receipt signed by the intended recipient

§ 10.12 To the extent of conflicts between the Contract Documents, amendments shall prevail over original forms.

§ 10.13 Contracting Information:

- .1 By entering into this Contract, pursuant to Texas Government Code 552, Subchapter J, the Architect agrees to be bound by the following terms if the Contract has a stated expenditure of at least \$1,000,000 for the purchase of goods or services by the District or if the Contract results in the expenditure of at least \$1,000,000 in public funds for the purchase of goods or services by the District in a fiscal year of the District. If the District receives a written request for public information related to this Contract that is in the possession or custody of the Architect and not in the possession or custody of the District, the District shall send, not later than the third business day after the date the District receives the written request, a written request to the Architect that Architect provide that information to the District.
- .2 The Architect must:
 - .1 Preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the District for the duration of the Contract;
 - .2 Promptly, within four business days, provide to the District any requested contracting information that is in the custody or possession of the Architect upon request of the District; and,
 - .3 On completion of the Contract, either:
 - .1 Provide to the District at no cost all contracting information related to the Contract that is in the custody or possession of the Architect; or
 - .2 Preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the District.
- .3 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 the requirements of that subchapter.
- .4 Further, under Texas Government Code Chapter 552.372(c), the District may not accept a bid for or awarding of a contract to an entity that the District has determined has knowingly or intentionally failed in a previous bid or contract to comply with Subchapter J, unless the District determines and documents that the entity has taken adequate steps to ensure future compliance.
- .5 If a Architect fails to provide to the District the requested information, Texas Government Code Chapter 552.373 requires the District to notify the Architect in writing of the failure and allow 10 business days to cure the violation. District may terminate the Contract if Architect fails to remedy the failure, District determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.

§ 10.14 NO LIENS. The parties agree that no architect, engineer, mechanic, contractor, materialman, artisan, laborer, or subcontractor, whether skilled or unskilled, shall ever, in any manner, have claim or acquire any lien upon the Project of whatever nature or kind so erected or to be erected by virtue of this Agreement, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas, or upon any funds of Owner.

§ 10.15 It is understood and agreed that the relationship of Architect to Owner shall be that of an independent contractor. Nothing contained in this Agreement or inferable from this Agreement shall be deemed or construed to: 1) make Architect the servant or employee of the Owner; or 2) create any partnership, joint venture, or other association between Owner and Architect. Any direction or instruction by Owner or any of its authorized representatives in respect to the Architect's services shall relate to the results the Owner desires to obtain from the Architect, and shall in no way affect the Architect's independent contractor status.

§ 10.16 No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition, or agreement herein contained.

§ 10.17 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.

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

§ 10.19 ISRAEL/TERRORIST ORGANIZATION/ANTI-BOYCOTT/DISCRIMINATION

§ 10.19.1 Pursuant to Texas Government Code Chapter 2271, the Consultant represents and warrants to the Owner that the Consultant does not boycott Israel and will not boycott Israel during the term of this Agreement.

§ 10.19.2 Consultant verified 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 Consultant has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement.

§ 10.19.3 The Consultant represents and warrants to the Owner that the Consultant does not boycott energy companies as contemplated by Chapter 809 of the Government Code and will not boycott energy companies during the term of this Agreement.

§ 10.19.4 The Consultant represents and warrants to the Owner that the Consultant does not discriminate against firearm and ammunition companies and trade associations as contemplated by Chapter 2274 of the Government Code and will not so discriminate during the term of this Agreement.

10.20 CRIMINAL HISTORY RECORD CHECKS

10.20.1 Architect shall obtain all criminal history information required by Texas Education Code Chapter 22.0834 or cause such information to be provided to Owner, the Texas Department of Public Safety ("DPS") or such entity as is designated by Owner for any employees required by statute to submit to a fingerprint-based background check through the DPS FACT Clearinghouse of Texas. Architect will cooperate with Owner to determine which Architect employees, if any, are required to submit to such background check. Before beginning any Work on the Project, Owner and Architect will confer and ensure that any such required employees undergo a check, and Architect shall fully cooperate with Owner during this process. Upon request by Owner, Architect will provide any requested information regarding applicable employees, so that the Owner may obtain criminal history recommended information on such employees. Architect shall assume all expenses associated with obtaining criminal history record information.

10.20.2 Architect will not assign any "covered employee" with a "disqualifying criminal history," as those terms are defined below, to work on the Project. If Architect receives information that a covered employee has a reported disqualifying criminal history, including any such information shared by Owner, then Architect will immediately remove the covered employee from the Project and notify the Owner in writing within three (3) business days. If the Owner objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Architect agrees to discontinue using that covered employee to provide services on Owner's Project. If Architect has taken precautions or imposed conditions to ensure that the employees of Architect and any of Architect's subcontractors will not become covered employees, Architect will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

10.20.3 For the purposes of this Section, "covered employees" means employees, agents, or subcontractors of Architect or any of Architect's consultants who has or will have continuing duties related to the services to be performed on Owner's Project and has or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. "Disqualifying criminal history" means any conviction or other criminal history information designed by the Owner, or one of the following offenses; if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

10.20.4 Any subcontractor entity of the Architect shall be required by the terms of their contract with Architect to comply with the same terms set forth above regarding such subcontracting entity's employees.

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§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect for all undisputed payments. To the extent Owner disputes any payment allegedly due, Owner shall notify Architect that a dispute exists, shall list the specific reason for nonpayment, and shall give Architect an opportunity to cure the noncompliance or offer compensation for noncompliance that cannot be cured in accordance with Texas Government Code Section 2251.051(c) and (d). Owner shall further have the right to withhold payments as specified in Section 6.8 and 11.10.2.2 of this Agreement. Subject to the forgoing, the amount of the Architect's compensation shall be as follows:

.1 Stipulated Sum
— (Insert amount)

...

(Insert percentage value) Basic Services: 8.5% of the Cost of Work

(—) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 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 accepted by the Owner shall be payable in accordance with Section 6.1 herein.

.3 Other
— (Describe the method of compensation)

Compensation shall be paid based on the percentage of the services actually completed by Architect. Progress payments for services in each phase for services completed shall total the percentages applicable to each phase of Architect's services in 11.5.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, Additional Services approved in writing by the Owner prior to the performance of such services and subject to any other limitations set forth herein, the Owner shall compensate the Architect as follows:

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

on an hourly rate as set forth in Section 11.7.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Intentionally deleted.

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

Additional Services of the Architect's consultants, that are not part of Basic Services, will be compensated on a fixed fee basis submitted to the Owner and approved in writing prior to execution by the Architect.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: Payment for Basic Services shall be made in proportion to services performed so that the compensation at the completion of each phase for each Project as listed below shall equal the following percentages of the total basic compensation:

| | | | | |
|------------------------------|--------------------|----------------------|-----------|--------------|
| Schematic Design Phase | <u>ten</u> | percent (| <u>10</u> |) |
| Design Development Phase | <u>twenty</u> | percent (| <u>20</u> |) |
| Construction Documents Phase | <u>Thirty-five</u> | percent (| <u>35</u> |) |
| Procurement Phase | <u>Five</u> | percent (| <u>5</u> |) |
| Construction Phase | <u>Thirty</u> | percent (| <u>30</u> |) |

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

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not ~~constructed~~, constructed including items for alternate bid, compensation for those portions of the Project shall be payable to the extent services are performed on those ~~portions~~ portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services actually performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants ~~are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices that are performed on an hourly basis, whether as Additional Services or as otherwise defined in a project addendum, are set forth below, or in the case of consultants, shall be set forth in a project addendum.~~

...

See Exhibit B for Architect rates. Architect's consultant's rates shall be set forth in project addendums.

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

...

§ 11.8.1 Reimbursable Expenses as defined and described herein and below are in addition to compensation for ~~Basic, Supplemental, and Additional Services and include expenses Basic and Additional Services and consist of and shall mean the actual, reasonable and verifiable expenses necessarily incurred by the Architect and the Architect's consultants directly related to the Project, and for which the Architect has submitted supporting documentation as follows:~~

- ~~.1 Transportation and authorized out-of-town travel and subsistence; Intentionally deleted;~~
- ~~.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets; Intentionally deleted;~~
- ~~.3 Permitting and other fees required by authorities having jurisdiction over the Project; the Project, if authorized in advance by the Owner in writing;~~
- ~~.4 Printing, reproductions, plots, and standard form documents; and standard form documents and courier expenses. The Architect shall obtain written approval of the type and quantity of the bid documents to be produced. Unauthorized printing, reproductions, plots and standard form documents shall be at no cost to the Owner;~~
- ~~.5 Postage, handling, and delivery; Intentionally deleted;~~
- ~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner; Intentionally deleted;~~
- ~~.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project; Intentionally deleted;~~
- ~~.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants; Intentionally deleted~~
- ~~.9 All taxes levied on professional services and on reimbursable expenses; Intentionally deleted;~~
- ~~.10 Site office expenses; Intentionally deleted~~
- ~~.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and; Intentionally deleted; and~~
- ~~.12 Other similar Project-related expenditures; expenses, if approved in advance by the Owner in writing.~~

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~—~~ percent (~~—~~%) of the expenses incurred; consultants. Markups on Reimbursable Expenses are not allowed.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.) **Compensation for Use of Architect's Instruments of Services.** The parties agree that Architect's compensation for Basic Services includes all licensing fees for Owner's use of the Construction Documents, including use after termination of this Agreement, to the extent allowed by this Agreement.

~~Intentionally deleted.~~

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

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

...

§ 11.10.2.1 Unless otherwise agreed, payments for services completed and approved 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.)

~~—%~~ Undisputed amounts shall be paid within the time period required under Texas Government Code Chapter 2251.021. Past due payments shall not bear interest.

§ 11.10.2.2 ~~The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. After written notification, regarding unsatisfactory performance and ten (10) day opportunity to cure, the Owner may withhold payments to the Architect, in an amount reasonable to cover estimated legally recoverable damages, to secure performance of Architect's services and obligations under any part of this Agreement. .~~

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to ~~Supplemental and Additional Services~~, and services performed on the basis of hourly rates shall be ~~available to the Owner at mutually convenient times, provided to the Owner upon presentation of Architect's progress payment applications.~~

§ 11.11 Architect shall reasonably cooperate with Owner, at no additional cost to Owner, in connection with a legal proceeding against Owner that relates to the Project.

...

§ 12.1 INDEMNITY

To the fullest extent allowed by law, Architect shall indemnify and hold harmless Owner and all of its officers, trustees, and employees from damage, liability or expense, including attorney's fees for which applicable law would apply, incurred by Owner to the extent caused by negligence. Architect's indemnification is limited to the comparative fault of Architect. This indemnification provision shall not be construed as requiring Architect to indemnify or hold Owner harmless for any loss, damage, liability, or expense on account of damaged property or injuries, including death to any persons, which may arise out of or may be caused by any act of negligence or breach of obligation under this Agreement by Owner or Owner's employees, contractors, consultants, or agents, except Architect. Approval of any Constructional Documents by the Owner shall not constitute and shall not be deemed to be a release of the responsibility and liability of the Architect, its agents, employees, and subcontractors, for the accuracy and competency of their designs, working drawings, specifications, or other engineering or architectural documents, nor shall such approval be deemed to be an assumption of such responsibility and liability by the Owner for any defect in the designs, working drawings, specifications or other engineering or architectural documents prepared by the Architect, its agents, employees, subcontractors, or consultants, it being the intent of the parties that the approval by the Owner signifies the Owner's approval of only the general design concept of the improvements to be constructed. In this connection, DURING THE CONSTRUCTION OF SAID PROJECT AND FOR A PERIOD OF EIGHT YEARS THEREAFTER (PLUS AN ADDITIONAL ONE (1) YEAR IF THE CLAIM IS PRESENTED IN ACCORDANCE WITH 16.008(c)(1)), AS PRESCRIBED BY § 16.008 OF THE TEXAS CIVIL PRACTICE & REMEDIES CODE, THE ARCHITECT SHALL INDEMNIFY AND HOLD THE OWNER AND ALL OF ITS OFFICERS, TRUSTEES, AGENTS, REPRESENTATIVES, SERVANTS AND EMPLOYEES HARMLESS FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY OWNER ON ACCOUNT OF DAMAGE OR DESTRUCTION TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY OR ALL PERSONS, INCLUDING INVITEES AND EMPLOYEES OF THE OWNER, CONSTRUCTION MANAGER, ARCHITECT OR SUBCONTRACTORS AND OF ALL OTHER PERSONS PERFORMING ANY PART OF THE WORK, WHICH ARE CAUSED BY AN ACT OR OMISSION CONSTITUTING NEGLIGENCE, INTENTIONAL TORT, INTELLECUTAL PROPERTY INFRINGEMENT, FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER, OR BREACH OF OBLIGATIONS UNDER THIS AGREEMENT COMMITTED BY ARCHITECT, ARCHITECT'S AGENT, CONSULTANT UNDER CONTRACT OR ANOTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL; provided and except, however, that this indemnification provision shall not be construed as requiring the Architect to indemnify or hold the Owner harmless for any loss, damage, liability, or expense on account of damaged property or injuries, including death to any person, which arises out of or is caused by any act or negligence or breach of obligation under this Agreement by the Owner or the Owner's employees or agents, except the Architect. This indemnification obligation of the Architect and provisions of this Section 12.1 survive the expiration or termination of this Agreement.

§ 12.1.2 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under Paragraph 12.1, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect. It is understood and agreed that Subparagraph 12.1 above is subject to, and expressly limited by, the terms and conditions of Tex. Civ. Prac. & Rem. Code Ann. Sec. 130.001 to 130.005, as amended.

§ 12.2 RECORDS RETENTION

If the Architect has not delivered all documents and records relating to this Project to the Owner, the Architect shall keep all accounting and construction records on the Project after Final Completion of the Project for at least the number of years required by the Texas Record Retention laws, in order for the Owner to comply with its records retention requirements, per the Texas Government Code Chapter 441, Subchapter L and the Texas Library and Archives Commission's Schedule.

§ 12.3 COMPLAINTS

The Texas Board of Architectural Examiner has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas under the Architects Registration Law. Texas Occupation Code Chapter 1051. The Texas Board of Architectural Examiners can be reached at P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, by phone at (512) 305-9000, by fax at (512) 305-8900, or on the web at <http://tbae.state.tx.us>.

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§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral, constitutes the entire agreement and contract between the parties hereto and supersedes all prior or contemporaneous agreements, either written or oral. Verbal representations not contained herein shall not be binding on the parties unless acknowledged by them in writing. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

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- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
— (Insert the date of the E203-2013 incorporated into this agreement.) Architect, as amended for this Project.
- .2 Intentionally deleted.

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

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

Exhibit A – Insurance Requirements

Exhibit B – Hourly Rates

[] Other Exhibits incorporated into this Agreement: Exhibit C – Architect's Proposal

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

Exhibit D – Certificate of Substantial Completion and Final Completion

...

This Agreement entered into as of the day and year first written above, is entered into as of the date last signed by the parties below.

...

Paul Norton, Superintendent

Joseph Chronister, Principal-in-Charge

...

Date: _____

Date: _____



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Amber King, 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 17:46:33 ET on 09/26/2023 under Order No. 2114409644 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Counsel for Lake Travis ISD

(Title)

9/26/2023

(Dated)

EXHIBIT A to B101 Agreement

This Exhibit A is attached to and a part of the agreement between the Owner and Architect AIA B101-2017, as amended, (“Agreement”) for the Project (as defined in this exhibit and the Agreement) between Lake Travis Independent School District (“Owner” or “District”) and FGMA (“Architect”) for the Owner’s Project: CMR 23-06, EDC Addition, more particularly described in the Agreement (“Project”). The Architect will furnish insurance that meets the requirements set forth below:

1. **Insurance.**

1.1. Architect shall maintain, for the full term of the Agreement:

1.1.1. Comprehensive or commercial general liability insurance, with limits not less than \$1,000,000 per each occurrence, combined single limit, and \$2,000,000 general aggregate limit, for bodily injury and property damage, including coverage for contractual liability. Such policy/ies shall include within its/their scope coverage for claims including, but not limited to Architect’s Liability for:

1.1.1.1. damages because of bodily injury (including emotional distress), sickness, disease, or death of any person other than Architect’s employers, or

1.1.1.2. damages arising from personal or advertising injury applicable to the Architect’s obligations under the Agreement, including liability assumed by and the indemnity and defense obligations of the Architect (see Certificate of Insurance attached).

1.1.2. Comprehensive or business automobile liability insurance, with limits not less than \$1,000,000 combined single limit, for bodily injury and property damage, including coverage for non-owned, and hired automobiles (see Certificate of Insurance attached).

1.1.3. Workers’ Compensation, including employers’ liability insurance, with limits not less than \$1,000,000 each accident, occurrence or disease. Architect shall require Architect’s consultants, if any, to provide Workers’ compensation insurance for all consultants’ employees engaged in work under the subcontract. Architect shall comply with all applicable requirements of Texas Labor Code Title 5 (see Certificate of Insurance attached). All limits may be achieved through combination of Primary and Umbrella policy limits.

1.1.4. Professional Liability, with limits not less than \$2,000,000 each claim and \$ 2,000,000 in the aggregate (see Certificate of Insurance attached).

1.2. The coverage afforded thereby shall be primary and non-contributory to any other existing valid and collectable insurance to the full limit of liability stated in the

declaration, and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability.

- 1.3. Insurance companies shall be legally licensed and admitted through the Texas Department of Insurance to engage in the business of furnishing insurance in the State of Texas. All insurance companies shall have an "A-VIII" in Bests Rating Guide and shall be satisfactory to the District.
 - 1.4. Before commencement of the work under this Agreement, certificates of insurance and copies of endorsements shall be furnished to the Owner.
 - 1.5. All original and copies of certificates of insurance, endorsements, and policies shall (a) state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices; (b) except Worker's compensation and professional liability insurance, add Owner, Owner's members, directors, officers, trustees and employees of any of them as named additional insureds on all policies; (c) include a waiver of subrogation in favor of the Owner; (d) include a project number on the certificate of insurance ; and (e) include language substantially similar to the following clause: "This policy shall not be non-renewed, or canceled, until notice has been mailed to the District. Date of cancellation may not be less than thirty (30) days after the date of mailing notice." Architect shall provide reasonable notice of any reduction in coverage limits or amount of insurance.
 - 1.6. Should any of the required insurance, except for professional liability, be provided under a form of coverage that includes an annual general aggregate limit or provides that claims investigation or legal defense costs be included in such annual general aggregate limit, such annual general aggregate limit shall apply separately to the Project (with the insurer's endorsement provided to the Owner) or shall be two times the occurrence limits stipulated.
 - 1.7. If Architect fails to maintain any required insurance, the Owner, at its sole option and without incurring any further obligation to provide insurance, may take out insurance in such type and amount and to deduct the amount of the premium for such insurance from any sums due the Architect.
2. All capitalized terms used in this Insurance exhibit that are not otherwise defined herein shall have the same meaning as such terms in the Agreement.

FGMA^{ARCHITECTS}

FGM Architects Inc. Hourly Billing Rates

Effective February 1, 2023*

| | |
|-----------------------|----------|
| Principal | \$300.00 |
| Arch IV | 260.00 |
| Arch III | 220.00 |
| Arch II | 180.00 |
| Arch I | 140.00 |
| Interior Designer IV | 240.00 |
| Interior Designer III | 200.00 |
| Interior Designer II | 160.00 |
| Interior Designer I | 120.00 |
| Project Administrator | 135.00 |

**Rates are subject to adjustment each November 1st.*

FGMA ARCHITECTS

October 2, 2023

Mr. Robert Winovitch, Director
Facilities and Construction
Lak Travis Independent School District
16101 Hwy 71 West, Bldg. B
Austin, TX 78738

Subject: Educational Development Center Addition and Renovation
Lake Travis Independent School District (LTISD)
Professional Services Fee Proposal

Dear Mr. Winovitch,

FGM Architects Inc. (FGMA) is pleased to submit this proposal for Addition and Renovation to the Educational Development Center. On the following pages we have summarized our understanding of the project, identified our project team, outlined our scope of services, indicated a preliminary project schedule, and proposed a fee for our professional services.

Please review the following information and let me know if you have any questions or concerns. We look forward to teaming up with Lake Travis ISD on this important project.

Sincerely,



Stephen L. Hafer, AIA | Principal
SteveHafer@fgmarchitects.com

cc: J. Chronister

Educational Development Center Addition and Renovation

PROJECT UNDERSTANDING

As part of the Lake Travis ISD 2022 Bond Projects scope of work, the Project Scope Overview is as follows:

Along with the Board Room, Curriculum and Instruction (C&I) and the Lake Travis Education Foundation are housed at the existing facility. Due to the growth of the District, the existing facility cannot accommodate the current staffing and meeting needs of the departments. The Scope of Work will include an approximately 8,820 square foot addition and renovated existing space to accommodate the current needs of the Curriculum and Instruction and LTEF departments and provide additional growth for future needs.

Lake Travis ISD has established a construction budget for the project of \$6,300,000.00.

DESIGN TEAM

Design team members and roles are listed below:

| | |
|-----------------------------|---|
| FGM Architects Inc. | Architect / Project Management |
| Pickett Kelm & Associates | Structural Engineer |
| MEP Engineering | Mechanical / Plumbing/ Fire Protection Engineer |
| MEP Engineering | Electrical Engineer |
| Walker Partners | Civil Engineer |
| Studio 16:19 | Landscape Designer |
| True North Consulting Group | Technology, Security, and Data Designer |
| Engineered Exteriors | Roofing / Envelope Consultant |

SCOPE OF PROFESSIONAL SERVICES

The FGMA team will work with Lake Travis ISD from the Pre-Design Phase through the Construction Administration Phase by managing the design process, including facilitating meetings; confirming and clarifying the scope of work, developing design concepts; refining the design concept selected by Lake Travis ISD; preparing construction documents; participating in the bidding process; administering the construction phase of the project and completing project close-out activities.

The project will begin with a Kick-off Meeting, with an agenda including:

- Project team introductions
- Communication protocols, confirmation of the project schedule and key meeting dates/milestones
- Confirmation of LTISD's project goals and objectives
- Information gathering

The key project phases are as follows:

- Pre-Design Phase
- Schematic Design Phase
- Design Development Phase
- Construction Documents Phase

FGMA ARCHITECTS

- Bidding/Award and Permitting Phase
- Construction Administration Phase

Pre-Design Phase

Provide a preliminary evaluation of Lake Travis ISD's project requirements and the Project Construction Budget to assess alignment.

Visit the Project site and observe the site infrastructure and existing facilities, systems, and conditions in coordination with Lake Travis ISD. Review existing facility documents provided by Lake Travis ISD.

Work with Lake Travis ISD in the development of a Program of Spaces for the new facility configuration. Review standards and codes applicable to the proposed new design and document any identified potential issues.

Obtain written approval of the phase before proceeding to Schematic Design.

Schematic Design Phase

Based on the confirmed scope of work and LTISD's Construction Budget, FGMA and its consultants shall prepare Schematic Design documents consisting of drawings and other documents illustrating the scale and relationship of project components.

We will review the existing building documents to see if any portion of the existing building is utilized as part of the modernization. We will prepare base drawings to use for the project.

We will propose solutions to LTISD to address the building program and site development of the new building and refine any solutions based upon Lake Travis ISD input.

We will attend multiple Schematic Design Phase Meetings, as agreed upon between Lake Travis ISD and Architect – either a virtual meeting or at LTISD's offices. Bluebeam Sessions will be utilized as needed to facilitate communication.

To conclude the phase, we will finalize and submit Schematic Design documents for LTISD review and approval. Deliverables will include:

- Drawings
- Supporting design information and narratives as described in LTISD's Project Delivery Manual
- Preliminary Project Schedule

We will review the Construction Manager's Schematic Design Phase Cost Estimate.

Design Development Phase

Based on approved Schematic Design documents and any adjustments authorized by LTISD in the scope, quality, or project budget, FGMA will initiate the Design Development Phase. The intent of this phase is to refine and further define all design elements of the project. Coordination of building systems will be addressed, and final system and equipment selections will be made.

We will attend multiple Design Development Phase Meetings, as agreed upon with Lake Travis ISD and the Architect - either a virtual meeting or at LTISD's offices. Bluebeam Sessions will be utilized as needed to facilitate communication.

To conclude the phase, we will finalize and submit Design Development documents for LTISD review and approval. Deliverables will include:

- Drawings
- Supporting design information and narratives as described in LTISD's Project Delivery Manual
- Project Manual Outline Specification
- Updated Project Design Schedule

We will review the Construction Manager's Design Development Phase Cost Estimate.

Construction Documents Phase

Based on approved Design Development documents and any adjustments authorized by LTISD in the scope, quality, or project budget, the FGMA team will initiate the Construction Documents Phase. The Construction Documents serve to communicate to LTISD and its General Contractor and subcontractors the work required to address the identified deficiencies, including specified materials and equipment, relationships of materials and systems, and quality level.

We will attend multiple Construction Documents Phase Meeting, as agreed between Lake Travis ISD and the Architect, either a virtual meeting or at LTISD's offices. Bluebeam Sessions will be utilized as needed to facilitate communication.

At the 90%-complete stage of the phase, we will submit Construction Documents for LTISD review and approval and for the Construction Manager's Cost Estimate. Deliverables will include:

- Drawings
- Supporting design information and narratives as described in LTISD's Project Delivery Manual
- Technical Specifications

We will review the Construction Manager's Construction Documents Phase Cost Estimate.

Based on comments received from LTISD on the 90%-complete submittal, the FGMA team will finalize the documents and submit 100%-complete Construction Documents for LTISD's final review.

Deliverables will include:

- Drawings
- Technical Specifications

Bidding/Award and Permitting Phase

Upon receiving authorization from LTISD, the FGMA team will support the Construction Manager during the Bidding/Award and Permitting Phase. Tasks and activities during this Phase will include:

- Attending a Pre-Bid Meeting.
- Respond to requests for information from bidding contractors.

- Prepare and issue addenda if required.
- Assist the Construction Manager and LTISD in the evaluation of bids and award of the construction contract.
- Assist LTISD in filing the required documents for approval of authorities having jurisdiction over the project.

Construction Administration Phase

In the Construction Administration Phase, the FGMA team will endeavor to ensure that the project is completed expeditiously and, in the manner intended. Tasks and activities during this Phase will include:

- Provide administration of the construction contract including advising and consulting with LTISD and the Construction Manager, acting as LTISD’s advocate; forwarding LTISD’s instructions to the contractor; review of shop drawings, samples, and other submissions of the trade contractors; interpreting the documents for the trade contractors; issuing certifications of payment and certificates of substantial completion and preparing and issuing change orders.
- Attend a Pre-Construction Meeting.
- Provide periodic on-site observation throughout the construction phase. On-site visits shall not be exhaustive or continuous, but appropriate to the stage of construction. It is anticipated that one of FGMA visits will be timed to coincide with regular Owner-Architect-Construction Manager (OACM) meetings.
- Prepare and coordinate punch lists of items requiring remedial work or replacement. Provide a final walk-through review following Construction Manager’s completion of the punch list items.
- Review and approve Construction Manager’s final payment applications, after ensuring that close-out procedures are complete.
- Collect from the Construction Manager and deliver to LTISD required written warranties, operation and maintenance manuals, and other related documents.
- Prepare record documents based on construction manager-supplied as-built drawings.

PRELIMINARY PROJECT SCHEDULE

Based on our current understanding of LTISD’s goals and objectives and the scope of professional services described above, we have prepared a Preliminary Project Schedule upon which our Proposal is based. We will review this schedule with LTISD at the Schematic Design kick-off meeting to clarify and confirm the assumptions made.

| Phases/Activities | Dates | Duration |
|------------------------------------|-------------------------------------|----------|
| Schematic Design Phase | October 16, 2023 – January 26, 2024 | 15 weeks |
| LTISD Review Period / Presentation | January 29 – February 23, 2024 | 4 weeks |
| Design Development Phase | June 10 – September 2, 2024 | 12 weeks |
| LTISD Review Period | September 2 – September 30, 2024 | 4 weeks |
| Construction Documents Phase | | |
| - Issue 90%-complete | September 30 – October 28, 2024 | 8 weeks |
| - LTISD Review | October 28 – November 18, 2024 | 3 weeks |
| Issue 100%-complete | November 18 – December 16, 2024 | 4 weeks |

| | | |
|--|--|-----------|
| Bidding/Award/Permitting Phase | January – April 2025 | 4 months |
| Construction Administration Phase - Substantial Completion /Owner Move-in - Final Completion | May 2025 – May 2026 May 2026 August 2026 | 12 months |

ASSUMPTIONS

The FGMA team has made the following assumptions in the preparation of this Proposal:

- FGMA has included the design of traditional Basic Services of Architectural, Interior Design, Structural, MEP Engineering systems, and non-traditional services of Civil Engineering, Landscape Design and Graphics/Signage Design.
- Technology, Security and Data design services shall be provided as Supplementary Service fee. All Supplementary Service Consultant fees shall be submitted to the Owner for review and approval.
- LTISD will engage the services of a Surveyor, Geotechnical Consultant, Environmental, Materials Testing, Hazardous Materials Abatement Consultant, and Material Testing Services, if required.
- LEED Services shall be provided as an additional service, if required by the Owner.
- Furniture (FF&E) Services shall be provided as an additional service, if required by the Owner.
- The existing building drawings and any other pertinent documents shall be made available to the FGMA team for its use by the beginning of the Pre-Design Phase. The FGMA team shall perform a visual site survey to verify the existing conditions and will check any key dimensions; however, detailed, measured drawings will not be prepared.
- The building’s existing structural, mechanical, electrical, plumbing, and fire protection infrastructure complies with applicable codes and has the necessary capacity to meet the renovation requirements.
- Construction procurement method will be Construction Manager at Risk (CM@R) with a single bid package.
- The terms of this Proposal are based upon the Basic Services being completed within forty (36) months of the date of the Proposal.

COMPENSATION

For the Basic Architectural and Engineering Design Services described above in connection with the Project (Pre-Design Phase through Construction Administration Phase), FGMA and its consultants shall be compensated a percentage fee of Eight and a Half (8.5%), based upon the construction cost and includes customary direct expenses such as local travel and printing for in-house use only. Reimbursable Expenses will be billed per the contract. The estimated proposed Basic Services compensation is estimated to be Five Hundred Thirty-Five Thousand Five Hundred (\$535,500.00) dollars and detailed by phase below:

FGMA ARCHITECTS

Basic Architectural and Engineering Services – by Phase

| <u>Phase</u> | <u>Professional Fee</u> |
|------------------------------------|---------------------------|
| Schematic Design | \$53,550.00 (10%) |
| Design Development | \$107,100.00 (20%) |
| Construction Documents | \$187,425.00 (35%) |
| Bidding/Permitting | \$26,775.00 (05%) |
| <u>Construction Administration</u> | <u>\$160,650.00 (30%)</u> |
| Total | \$535,500.00 (100%) |

Supplemental Service Consultants shall be reimbursed for the actual cost of the consultant’s fees. Supplemental Service Consultants, as described with this Proposal, shall be approved by the Owner prior to engagement with the consultant.

In addition to the compensation indicated above, FGMA and its consultants shall be reimbursed for the actual expense amount in connection with the Project for authorized out-of-town travel; professional renderings, models, and video “walk-throughs” authorized by LTISD; reproductions and/or printing costs for LTISD review and Construction Manager bidding purposes, and express mailing or delivery costs in association with submissions to LTISD or shop drawing and submittal reviews during construction.

Additional Services: For any Additional Services authorized by LTISD beyond the scope of this Proposal including: additional bid packages, major revisions to previously approved design or construction documents or services not customarily furnished in accordance with generally accepted architectural and engineering practice, FGMA and its consultant shall be compensated either on the basis of the hourly rates described in the attached Hourly Rate Schedules for the professional and technical employees engaged on the Project or on the basis of a negotiated lump sum.

APPROVAL

If the above proposal is acceptable, please sign in the space provided below and return one copy to FGMA, or otherwise notify FGMA of its acceptance.

ACCEPTED BY:

Signature

Name

Title

Date

Hourly Rate Schedules

FGM Architects Inc.

| | |
|-----------------------|----------|
| Principal | \$300.00 |
| Architect IV | \$260.00 |
| Architect III | \$220.00 |
| Architect II | \$180.00 |
| Architect I | \$140.00 |
| Interior Designer IV | \$240.00 |
| Interior Designer III | \$200.00 |
| Interior Designer II | \$160.00 |
| Interior Designer I | \$120.00 |
| Project Administrator | \$135.00 |

Rates are subject to change on November 1st of each year.



EXHIBIT D

SUBSTANTIAL COMPLETION CERTIFICATE

OWNER: _____

CONTRACTOR: _____

PROJECT AND ADDRESS: _____

DATE OF SUBSTANTIAL COMPLETION: _____

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL BE AS FOLLOWS:

The Work performed under this Contract has been inspected and found by the Architect to be substantially complete in accordance with the following requirements.

I hereby certify the following:

_____ The identified work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

_____ All Project systems are successfully tested and fully operational.

_____ All required governmental inspections and certifications are successfully completed, made, approved and posted.

_____ Designated personnel initial instruction in the Project systems is complete.

_____ All required finishes stated in the Construction Documents are in place.

_____ Remaining work is minor and will not materially interfere with or disrupt Owner's use for all purposes.

_____ Work can be completed within 30 days, except as detailed below, which shall require Owner approval.

Agreed:



EXHIBIT D

FINAL COMPLETION CERTIFICATE

OWNER: _____

CONTRACTOR: _____

PROJECT AND ADDRESS: _____

DATE OF FINAL COMPLETION: _____

PROJECT DESIGNATED FOR FINAL COMPLETION SHALL BE AS FOLLOWS:

The Work performed under this Contract has been inspected and found by the Architect to be finally complete. Final Completion is the stage in the progress of the Work when all Work is complete in accordance with the Construction Documents and the Contract Documents, except for Contractor’s warranty obligations, and all required documents have been provided by Contractor. The date of Final Completion of the Project is also the date of commencement of applicable warranties required by the Contract Documents.

I hereby certify that the following items have been delivered to the Owner:

| Warranties (list) | Date of Commencement | Date of Final Completion |
|-------------------|----------------------|--------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

(Note: All warranties must be submitted in an 8-1/2 x 11 inch three-ring plastic binder. Covers shall be labeled “Warranties” with the Project Title, Contractor Name, Address and Phone Number, and Name of Contractor’s Responsible Principal. The binder must contain a Table of Contents, with each item identified by the number and title of specification section under which the product is specified. Each warranty must be separated by an index tab sheet keyed to the Table of Contents.)



AGENDA ITEM ACTION SHEET

AGENDA ITEM

First Amendment to Easement Agreement Between Lake Travis ISD and Cypress Ranch Water Control and Improvement District No. 1 for Lake Travis ISD's Land Located on Reimers-Peacock Road

RECOMMENDED ACTION

Approve the first amendment to the easement agreement between Lake Travis ISD and Cypress Ranch Water Control and Improvement District No. 1 for Lake Travis ISD's land located on Reimers-Peacock Road and authorize the Superintendent or designee with the authority to execute the easement agreement.

RATIONALE

District owns approximately 235 acres of land located off of Reimers-Peacock Road. Cypress Ranch Water Control and Improvement District No. 1 provides water and wastewater services and maintains drainage facilities for the West Cypress Hills development located near the District's property. The Board approved the negotiation and execution of the easement agreement in November 2018 and the terms of the agreement were finalized and executed in August 2020. The parties now desire to extend the comprehensive easement agreement by one (1) year. The agreement grants to WCID perpetual, non-exclusive emergency access easements upon, over, through and across the District's property for the purpose of ingress and egress of emergency vehicles. The agreement grants to the District a perpetual, non-exclusive access easement upon, over, through and across WCID's property for the purpose of installing a driveway providing pedestrian and vehicular ingress and egress from Cypress Ranch Boulevard to the District's property. Finally, WCID already holds a permanent twenty foot (20') wide easement for the construction, operation, maintenance and replacement of a water transmission line, and an adjacent twenty foot (20') wide temporary construction easement on the District's property. The agreement amended these easements by requiring WCID to notify the District of its intent to proceed with the design of the water transmission line, communicate and collaborate in good faith to determine the location, and make commercially reasonable efforts to modify the location of the easement if Travis County determines the location of the existing easement conflicts or could reasonably conflict with it accepting a road. The Administration recommends approval of amending the easement agreement for the extension of one (1) year.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services

Robert Winovitch – Director of Facilities and Construction

Allyson Collins – General Counsel

ATTACHMENTS

First Amendment to Easement Agreement

MEETING DATE

October 18, 2023

**FIRST AMENDMENT TO
EASEMENT AGREEMENT**

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

This First Amendment to Easement Agreement (the “**First Amendment**”) is executed to be effective as of October 27, 2023 (the “**Effective Date**”) by and between the Trustees, and their successors in office, of the Lake Travis Independent School District, a Texas public independent school district and political subdivision of the State of Texas (“**LTISD**”), and Cypress Ranch Water Control and Improvement District No. 1, a conservation and reclamation district and political subdivision of the State of Texas (“**Cypress Ranch**”) (collectively the “**Parties**”).

RECITALS

1. LTISD and Cypress Ranch entered into that certain Easement Agreement recorded in Document No. 2020157411, Official Public Records of Travis County, Texas (the “**Agreement**”) regarding easements to be granted by each Party to the other.

2. The Parties desire to amend the Agreement in order to extend the term of certain Temporary Construction Easements.

Agreement and Amendment

NOW, THEREFORE, in consideration of the above stated recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

1. Recitals/Capitalized Terms. All of the recitals referenced above are incorporated in this First Amendment for all purposes. All capitalized terms not otherwise defined in this First Amendment shall have the same meanings ascribed to them in the Agreement.

2. Temporary Construction Easements. The expiration date for the Temporary Construction Easements as set forth in Section 1.2 of the Agreement is hereby extended to December 31, 2024.

3. Miscellaneous.

(a) All other terms and conditions of the Agreement not specifically amended hereby are hereby ratified, confirmed, and shall continue in full force and effect.

(b) This First Amendment may be executed in multiple counterparts which, when combined together, shall constitute an original of this First Amendment.

Executed to be effective as of the Effective Date.

LTISD:

Trustees and their successors in office, of the Lake Travis Independent School District, a Texas public independent school district and political subdivision of the State of Texas

By: _____

Name: John Aouelle

Title: President, Board of Trustees

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____, 2023, by John Aouelle, President, Board of Trustees of the Lake Travis Independent School District, on behalf of the trustees and their successors in office of said school district.

Notary Public, State of Texas

Executed to be effective as of the Effective Date.

Cypress Ranch:

Cypress Ranch Water Control and Improvement District
No. 1, a conservation and reclamation district and
political subdivision of the State of Texas

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS }
 }
COUNTY OF TRAVIS }

This instrument was acknowledged before me on the ____ day of _____, 2023
by _____, _____ of Cypress Ranch Water Control and
Improvement District No. 1, on behalf of said entity.

(Notary Seal)

Notary Public in and for the State of Texas



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Resolution No. 101823-01 Regarding Adoption of the Investment Strategy and Designation of Investment Officers

RECOMMENDED ACTION

For approval with Consent Agenda.

RATIONALE

School district investments in the State of Texas are governed by Chapter 2256 of the Texas Government Code (Public Funds Investment Act). All investments made by the District shall comply with the Public Funds Investment Act and all federal, state, and local statutes and regulations. The Board of Trustees must review its investment policy and strategies on an annual basis.

The administration recommends no changes to the Board Policy CDA (Local).

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services
Brad Goerke – Director of Finance

ATTACHMENTS

1. Investment Strategy 2023-2024
2. Resolution No. 101823-01

MEETING DATE

October 18, 2023



Lake Travis Independent School District
Investment Strategy
2023-2024

Introduction

Investments in the State of Texas are governed by Chapter 2256 of the Texas Government Code. All investments made by Lake Travis ISD shall comply with the Public Funds Investment Act and all federal, state, and local statutes and regulations.

1. Investment policies should include the methods used to monitor the market price and include a requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis.
2. The Board of Trustees must act upon an annual review of the District's investment policy and strategies.
3. Training requirements are required of the investment officers. Eight hours of training is required every two years.
4. A qualified representative of sellers of investments must review the District's investment policies.
5. Quarterly investment reports must be in accordance with generally accepted accounting principles and must include accrue interest and presented to the Board of Trustees.
6. A formal annual review of the quarterly reports by an independent auditor is necessary except for investments in pools, money market funds or depository bank investments.

Investment Policy and Strategy

Lake Travis ISD's investment policy requires focus on safety, liquidity and diversity. Investments are made in a manner that ensures the preservation of capital in the overall portfolio. The District's investments are sufficiently liquid to meet anticipated cash flow needs. Investments are diversified to reduce the risk of any one investment type. Internal controls exist to protect against losses of public funds arising from fraud, employee error, and misrepresentation by a third party.

Investment strategy is applied to each major fund type. Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives safety, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements. The Debt Service fund and Capital Projects funds have longer thresholds for investing due to the nature of the cash flow requirements. Investments for these funds may exceed one year provided legal limits are not exceeded.

For the 2022-2023 school year, the District's investment policy limited any investment to the nine types stated in Board Policy CDA (Legal and Local):

1. Obligations of the United States or Texas or its agencies and instrumentalities and political subdivisions
2. Certificates of deposit
3. Fully collateralized repurchase agreements
4. Securities lending program
5. Banker's acceptances from a bank with a rating not less than A1/P1
6. Commercial paper rated not less than A1/P1
7. Money market mutual funds rated AAA and maintaining a \$1 net asset value
8. A guaranteed investment contract as an investment vehicle for bond proceeds
9. Public funds investment pools

Lake Travis ISD investments during 2022-2023 school year were spread among three public funds investment pools (TexPool and Texas CLASS) and money market mutual funds.

Day to day investments are managed by the Director of Finance. The Assistant Superintendent for Business Services oversees the investment function of the District and presents quarterly reports to the Board of Trustees. The Assistant Superintendent for Business Services and Director of Finance shall maintain the appropriate training requirements.

| | | |
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All investments made by a district shall comply with the Public Funds Investment Act (Texas Government Code Chapter 2256, Subchapter A) and all federal, state, and local statutes, rules, or regulations. *Gov't Code 2256.026*

Definitions

| | |
|---------------------------|---|
| Bond Proceeds | "Bond proceeds" means the proceeds from the sale of bonds, notes, and other obligations issued by a district, and reserves and funds maintained by a district for debt service purposes. |
| Investment Pool | "Investment pool" means an entity created under the Texas Government Code to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield. |
| Pooled Fund Group | "Pooled fund group" means an internally created fund of a district in which one or more institutional accounts of a district are invested. |
| Separately Invested Asset | "Separately invested asset" means an account or fund of a district that is not invested in a pooled fund group. <i>Gov't Code 2256.002(1), (6), (9), (12)</i> |
| Pledged Revenue | "Pledged revenue" means money pledged to the payment of or as security for: <ol style="list-style-type: none">1. Bonds or other indebtedness issued by a district;2. Obligations under a lease, installment sale, or other agreement of a district; or3. Certificates of participation in a debt or obligation described by item 1 or 2. <i>Gov't Code 2256.0208(a)</i> |
| Repurchase Agreement | "Repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date obligations, described by Government Code 2256.009(a)(1) (obligations of governmental entities) or 2256.013 (commercial paper) or if applicable, 2256.0204 (corporate bonds), at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and a reverse security repurchase agreement. <i>Gov't Code 2256.011(b)</i> |
| Hedging | "Hedging" means acting to protect against economic loss due to price fluctuation of a commodity or related investment by entering |

into an offsetting position or using a financial agreement or producer price agreement in a correlated security, index, or other commodity.

Eligible Entity

“Eligible entity” means a political subdivision that has:

1. A principal amount of at least \$250 million in outstanding long-term indebtedness, long-term indebtedness proposed to be issued, or a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued; and
2. Outstanding long-term indebtedness that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation.

Eligible Project

“Eligible project” has the meaning assigned by Government Code 1371.001 (issuance of obligations for certain public improvements).

Gov’t Code 2256.0207(a)

Corporate Bond

“Corporate bond” means a senior secured debt obligation issued by a domestic business entity and rated not lower than “AA-” or the equivalent by a nationally recognized investment rating firm. The term does not include a debt obligation that, on conversion, would result in the holder becoming a stockholder or shareholder in the entity, or any affiliate or subsidiary of the entity, that issued the debt obligation, or is an unsecured debt obligation. *Gov’t Code 2256.0204(a)*

Written Policies

The board shall adopt by rule, order, ordinance, or resolution, as appropriate, a written investment policy regarding the investment of its funds and funds under its control. The investment policies must primarily emphasize safety of principal and liquidity and must address investment diversification, yield, and maturity and the quality and capability of investment management. The policies must include:

1. A list of the types of authorized investments in which the district’s funds may be invested;
2. The maximum allowable stated maturity of any individual investment owned by the district;
3. For pooled fund groups, the maximum dollar-weighted average maturity allowed based on the stated maturity date of the portfolio;

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4. Methods to monitor the market price of investments acquired with public funds;
5. A requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis; and
6. Procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the provisions of Government Code 2256.021 [see Loss of Required Rating, below].

Gov't Code 2256.005(a), (b)

Annual Review The board shall review its investment policy and investment strategies not less than annually. The board shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies. *Gov't Code 2256.005(e)*

Annual Audit A district shall perform a compliance audit of management controls on investments and adherence to the district's established investment policies. The compliance audit shall be performed in conjunction with the annual financial audit. *Gov't Code 2256.005(m)*

Investment Strategies As an integral part of the investment policy, the board shall adopt a separate written investment strategy for each of the funds or group of funds under the board's control. Each investment strategy must describe the investment objectives for the particular fund using the following priorities in order of importance:

1. Understanding of the suitability of the investment to the financial requirements of the district;
2. Preservation and safety of principal;
3. Liquidity;
4. Marketability of the investment if the need arises to liquidate the investment before maturity;
5. Diversification of the investment portfolio; and
6. Yield.

Gov't Code 2256.005(d)

Investment Officer A district shall designate by rule, order, ordinance, or resolution, as appropriate, one or more officers or employees as investment officer(s) to be responsible for the investment of its funds consistent

with the investment policy adopted by the board. If the board has contracted with another investing entity to invest its funds, the investment officer of the other investing entity is considered to be the investment officer of the contracting board's district. In the administration of the duties of an investment officer, the person designated as investment officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs, but the board retains the ultimate responsibility as fiduciaries of the assets of the district. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the district. Authority granted to a person to invest the district's funds is effective until rescinded by the district or until termination of the person's employment by a district, or for an investment management firm, until the expiration of the contract with the district. *Gov't Code 2256.005(f)*

A district or investment officer may use the district's employees or the services of a contractor of the district to aid the investment officer in the execution of the officer's duties under Government Code, Chapter 2256. *Gov't Code 2256.003(c)*

Investment Training Investment training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Public Funds Investment Act. *Gov't Code 2256.008(c)*

Initial Within 12 months after taking office or assuming duties, the treasurer, the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a district shall attend at least one training session from an independent source approved by the board or a designated investment committee advising the investment officer. This initial training must contain at least ten hours of instruction relating to their respective responsibilities under the Public Funds Investment Act. *Gov't Code 2256.008(a)*

Ongoing The treasurer, or the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a district shall attend an investment training session not less than once in a two-year period that begins on the first day of the district's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than eight hours of instruction relating to investment responsibilities under the Public Funds Investment Act from an independent source approved by the board or by a designated investment committee advising the investment officer. *Gov't Code 2256.008(a-1)*

Exception The ongoing training requirement does not apply to the treasurer, chief financial officer, or investment officer of a district if:

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1. The district does not invest district funds or only deposits those funds in interest-bearing deposit accounts or certificates of deposit as authorized by Government Code 2256.010; and
2. The treasurer, chief financial officer, or investment officer annually submits to the agency a sworn affidavit identifying the applicable criteria under item 1 that apply to the district.

Gov't Code 2256.008(g)

Standard of Care

Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following objectives, in order of priority:

1. Preservation and safety of principal;
2. Liquidity; and
3. Yield.

In determining whether an investment officer has exercised prudence with respect to an investment decision, the following shall be taken into consideration:

1. The investment of all funds, or funds under the district's control, over which the officer had responsibility rather than the prudence of a single investment; and
2. Whether the investment decision was consistent with the district's written investment policy.

Gov't Code 2256.006

Personal Interest

A district investment officer who has a personal business relationship with a business organization offering to engage in an investment transaction with the district shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity, as determined by Government Code Chapter 573 (nepotism prohibition), to an individual seeking to sell an investment to the investment officer's district shall file a statement disclosing that relationship. A required statement must be filed with the board and with the Texas Ethics Commission. For purposes of this policy, an investment officer has a personal business relationship with a business organization if:

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1. The investment officer owns ten percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
2. Funds received by the investment officer from the business organization exceed ten percent of the investment officer's gross income for the previous year; or
3. The investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.

Gov't Code 2256.005(i)

Quarterly Reports

Not less than quarterly, the investment officer shall prepare and submit to the board a written report of investment transactions for all funds covered by the Public Funds Investment Act for the preceding reporting period. This report shall be presented not less than quarterly to the board and the superintendent within a reasonable time after the end of the period. The report must:

1. Describe in detail the investment position of the district on the date of the report;
2. Be prepared jointly and signed by all district investment officers;
3. Contain a summary statement of each pooled fund group that states the:
 - a. Beginning market value for the reporting period;
 - b. Ending market value for the period; and
 - c. Fully accrued interest for the reporting period;
4. State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
5. State the maturity date of each separately invested asset that has a maturity date;
6. State the account or fund or pooled group fund in the district for which each individual investment was acquired; and
7. State the compliance of the investment portfolio of the district as it relates to the investment strategy expressed in the district's investment policy and relevant provisions of the Public Funds Investment Act.

If a district invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the investment officers shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the board by that auditor.

Gov't Code 2256.023

Selection of Broker

The board or the designated investment committee shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with a district.

Gov't Code 2256.025

Bond Proceeds

The investment officer of a district may invest bond proceeds or pledged revenue only to the extent permitted by the Public Funds Investment Act, in accordance with:

1. Statutory provisions governing the debt issuance or the agreement, as applicable; and
2. The district's investment policy regarding the debt issuance or the agreement, as applicable.

Gov't Code 2256.0208(b)

Authorized Investments

A board may purchase, sell, and invest its funds and funds under its control in investments described below, in compliance with its adopted investment policies and according to the standard of care set out in this policy. *Gov't Code 2256.003(a)*

In the exercise of these powers, the board may contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control. A contract made under this authority may not be for a term longer than two years. A renewal or extension of the contract must be made by the board by order, ordinance, or resolution. *Gov't Code 2256.003(b)*

The board may specify in its investment policy that any authorized investment is not suitable. *Gov't Code 2256.005(j)*

Obligations of
Governmental
Entities

The following are authorized investments:

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks;

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2. Direct obligations of this state or its agencies and instrumentalities;
3. Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
4. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state, the United States, or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the explicit full faith and credit of the United States;
5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;
6. Bonds issued, assumed, or guaranteed by the state of Israel;
7. Interest-bearing banking deposits that are guaranteed or insured by the FDIC or its successor, or the National Credit Union Share Insurance Fund or its successor; and
8. Interest-bearing banking deposits other than those described at item 7 above if:
 - a. The funds are invested through a broker with a main office or a branch office in this state that the district selects from a list the board or designated investment committee of the district adopts as required at Selection of Broker above or a depository institution with a main office or a branch office in this state and that the district selects;
 - b. The broker or depository institution selected as described above arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the district's account;
 - c. The full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and
 - d. The district appoints as the district's custodian of the banking deposits issued for the district's account the de-

pository institution selected as described above, an entity described by Government Code 2257.041(d) (custodian with which to deposit securities), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating under Rule 15c3-3 (17 C.F.R. Section 240.15c3-3).

Gov't Code 2256.009(a)

*Unauthorized
Obligations*

The following investments are not authorized:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
3. Collateralized mortgage obligations that have a stated final maturity date of greater than ten years; and
4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Gov't Code 2256.009(b)

Certificates of
Deposit and Share
Certificates

A certificate of deposit or share certificate is an authorized investment if the certificate is issued by a depository institution that has its main office or a branch office in Texas and is:

1. Guaranteed or insured by the FDIC or its successor or the National Credit Union Share Insurance Fund or its successor;
2. Secured by obligations described at Obligations of Governmental Entities, above, including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities described at Unauthorized Obligations, above; or
3. Secured in accordance with Government Code Chapter 2257 (Public Funds Collateral Act) or in any other manner and amount provided by law for the deposits of the district.

Gov't Code 2256.010(a)

In addition to the authority to invest funds in certificates of deposit under the previous section, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment:

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1. The funds are invested by the district through a broker that has its main office or a branch office in this state and is selected from a list adopted by the district as required at Selection of Broker, above or a depository institution that has its main office or a branch office in this state and that is selected by the district;
2. The broker or depository institution selected by the district arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the district;
3. The full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
4. The district appoints the depository institution selected by the district, an entity described by Government Code 2257.041(d) (custodian with which to deposit securities), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the district with respect to the certificates of deposit issued for the account of the district.

Gov't Code 2256.010(b)

The district's investment policies may provide that bids for certificates of deposit be solicited orally, in writing, electronically, or in any combination of those methods. *Gov't Code 2256.005(c)*

Repurchase
Agreements

A fully collateralized repurchase agreement is an authorized investment if it:

1. Has a defined termination date;
2. Is secured by a combination of cash and obligations described by Government Code 2256.009(a)(1) (obligations of governmental entities) or 2256.013 (commercial paper) or if applicable, 2256.0204 (corporate bonds);
3. Requires the securities being purchased by the district or cash held by the district to be pledged to the district, held in the district's name, and deposited at the time the investment is made with the district or a third party selected and approved by the district; and
4. Is placed through a primary government securities dealer, as defined by the Federal Reserve or a financial institution doing business in Texas.

The term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered. Money received by a district under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution of a repurchase agreement by a district.

Gov't Code 2256.011

Securities Lending
Program

A securities lending program is an authorized investment if:

1. The value of securities loaned is not less than 100 percent collateralized, including accrued income;
2. A loan allows for termination at any time;
3. A loan is secured by:
 - a. Pledged securities described at Obligations of Governmental Entities, above;
 - b. Pledged irrevocable letters of credit issued by a bank that is organized and existing under the laws of the United States or any other state, and continuously rated by at least one nationally recognized investment rating firm at not less than A or its equivalent; or
 - c. Cash invested in accordance with Government Code 2256.009 (obligations of governmental entities), 2256.013 (commercial paper), 2256.014 (mutual funds), or 2256.016 (investment pools);
4. The terms of a loan require that the securities being held as collateral be pledged to the district, held in the district's name, and deposited at the time the investment is made with the district or with a third party selected by or approved by the district; and
5. A loan is placed through a primary government securities dealer, as defined by 5 C.F.R. Section 6801.102(f), as that regulation existed on September 1, 2003, or a financial institution doing business in this state.

An agreement to lend securities under a securities lending program must have a term of one year or less.

Gov't Code 2256.0115

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Banker's
Acceptances

A banker's acceptance is an authorized investment if it:

1. Has a stated maturity of 270 days or fewer from the date of issuance;
2. Will be, in accordance with its terms, liquidated in full at maturity;
3. Is eligible for collateral for borrowing from a Federal Reserve Bank; and
4. Is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating by at least on nationally recognized credit rating agency.

Gov't Code 2256.012

Commercial Paper

Commercial paper is an authorized investment if it has a stated maturity of 365 days or fewer from the date of issuance; and is rated not less than A-1 or P-1 or an equivalent rating by at least:

1. Two nationally recognized credit rating agencies; or
2. One nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States law or any state.

Gov't Code 2256.013

Mutual Funds

A no-load money market mutual fund is an authorized investment if the mutual fund:

1. Is registered with and regulated by the Securities and Exchange Commission;
2. Provides the district with a prospectus and other information required by the Securities and Exchange Act of 1934 (15 U.S.C. 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. 80a-1 et seq.); and
3. Complies with federal Securities and Exchange Commission Rule 2a-7 (17 C.F.R. Section 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.).

Gov't Code 2256.014(a)

In addition to the no-load money market mutual fund authorized above, a no-load mutual fund is an authorized investment if it:

1. Is registered with the Securities and Exchange Commission;
2. Has an average weighted maturity of less than two years; and
3. Either has a duration of:
 - a. One year or more and is invested exclusively in obligations approved by the Public Funds Investment Act, or
 - b. Less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities.

Gov't Code 2256.014(b)

Limitations

A district is not authorized to:

1. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in Government Code 2256.014(b);
2. Invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in Government Code 2256.014(b); or
3. Invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in Government Code 2256.014(a) or (b) in an amount that exceeds ten percent of the total assets of the mutual fund.

Gov't Code 2256.014(c)

Guaranteed
Investment
Contracts

A guaranteed investment contract is an authorized investment for bond proceeds if the guaranteed investment contract:

1. Has a defined termination date;
2. Is secured by obligations described at Obligations of Governmental Entities, above, excluding those obligations described at Unauthorized Obligations, in an amount at least equal to the amount of bond proceeds invested under the contract; and
3. Is pledged to the district and deposited with the district or with a third party selected and approved by the district.

Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested in a guaranteed investment contract with a term longer than five years from the date of issuance of the bonds.

To be eligible as an authorized investment:

1. The board must specifically authorize guaranteed investment contracts as eligible investments in the order, ordinance, or resolution authorizing the issuance of bonds;
2. The district must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;
3. The district must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;
4. The price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested; and
5. The provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution of a guaranteed investment contract by a district.

Gov't Code 2256.015

Investment Pools

A district may invest its funds or funds under its control through an eligible investment pool if the board by rule, order, ordinance, or resolution, as appropriate, authorizes the investment in the particular pool. *Gov't Code 2256.016, .019*

To be eligible to receive funds from and invest funds on behalf of a district, an investment pool must furnish to the investment officer or other authorized representative of the district an offering circular or other similar disclosure instrument that contains the information specified in Government Code 2256.016(b). To maintain eligibility, an investment pool must furnish to the investment officer or other authorized representative investment transaction confirmations and a monthly report that contains the information specified in Government Code 2256.016(c). A district by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds. *Gov't Code 2256.016(b)-(d)*

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Corporate Bonds

A district that qualifies as an issuer as defined by Government Code 1371.001 [see CCF], may purchase, sell, and invest its funds and funds under its control in corporate bonds (as defined above) that, at the time of purchase, are rated by a nationally recognized investment rating firm "AA-" or the equivalent and have a stated final maturity that is not later than the third anniversary of the date the corporate bonds were purchased.

A district is not authorized to:

1. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds, reserves, and other funds held for the payment of debt service, in corporate bonds; or
2. Invest more than 25 percent of the funds invested in corporate bonds in any one domestic business entity, including subsidiaries and affiliates of the entity.

A district subject to these provisions may purchase, sell, and invest its funds and funds under its control in corporate bonds if the board:

1. Amends its investment policy to authorize corporate bonds as an eligible investment;
2. Adopts procedures to provide for monitoring rating changes in corporate bonds acquired with public funds and liquidating the investment in corporate bonds; and
3. Identifies the funds eligible to be invested in corporate bonds.

The district investment officer, acting on behalf of the district, shall sell corporate bonds in which the district has invested its funds not later than the seventh day after the date a nationally recognized investment rating firm:

1. Issues a release that places the corporate bonds or the domestic business entity that issued the corporate bonds on negative credit watch or the equivalent, if the corporate bonds are rated "AA-" or the equivalent at the time the release is issued; or
2. Changes the rating on the corporate bonds to a rating lower than "AA-" or the equivalent.

Gov't Code 2256.0204

Hedging
Transactions

The board of an eligible entity (as defined above) shall establish the entity's policy regarding hedging transactions. An eligible entity may enter into hedging transactions, including hedging contracts,

and related security, credit, and insurance agreements in connection with commodities used by an eligible entity in the entity's general operations, with the acquisition or construction of a capital project, or with an eligible project. A hedging transaction must comply with the regulations of the federal Commodity Futures Trading Commission and the federal Securities and Exchange Commission.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution by an eligible entity of a hedging contract and any related security, credit, or insurance agreement.

An eligible entity may:

1. Pledge as security for and to the payment of a hedging contract or a security, credit, or insurance agreement any general or special revenues or funds the entity is authorized by law to pledge to the payment of any other obligation.
2. Credit any amount the entity receives under a hedging contract against expenses associated with a commodity purchase.

An eligible entity's cost of or payment under a hedging contract or agreement may be considered an operation and maintenance expense, an acquisition expense, or construction expense of the eligible entity; or a project cost of an eligible project.

Gov't Code 2256.0206

Prohibited
Investments

Except as provided by Government Code 2270 (prohibited investments), a district is not required to liquidate investments that were authorized investments at the time of purchase. *Gov't Code 2256.017*

Note: As an "investing entity" under Government Code 2270.0001(7)(A), a district must comply with Chapter 2270, including reporting requirements, regarding prohibited investments in scrutinized companies listed by the comptroller in accordance with Government Code 2270.0201.

Loss of Required
Rating

An investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have the minimum rating. A district shall take all prudent measures that are consistent with its investment policy to liquidate an investment that does not have the minimum rating. *Gov't Code 2256.021*

**Sellers of
Investments**

A written copy of the investment policy shall be presented to any business organization (as defined below) offering to engage in an investment transaction with a district. The qualified representative of the business organization offering to engage in an investment transaction with a district shall execute a written instrument in a form acceptable to the district and the business organization substantially to the effect that the business organization has:

1. Received and reviewed the district investment policy; and
2. Acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the district and the organization that are not authorized by the district's investment policy, except to the extent that this authorization:
 - a. Is dependent on an analysis of the makeup of the district's entire portfolio;
 - b. Requires an interpretation of subjective investment standards; or
 - c. Relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

The investment officer of a district may not acquire or otherwise obtain any authorized investment described in the district's investment policy from a business organization that has not delivered to the district the instrument required above.

Gov't Code 2256.005(k)-(l)

Nothing in this section relieves the district of the responsibility for monitoring investments made by the district to determine that they are in compliance with the investment policy.

Business
Organization

For purposes of the provisions at Sellers of Investments above, "business organization" means an investment pool or investment management firm under contract with a district to invest or manage the district's investment portfolio that has accepted authority granted by the district under the contract to exercise investment discretion in regard to the district's funds.

Gov't Code 2256.005(k)

Donations

A gift, devise, or bequest made to a district to provide college scholarships for district graduates may be invested by the board as provided in Property Code 117.004 (Uniform Prudent Investor Act),

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unless otherwise specifically provided by the terms of the gift, devise, or bequest. *Education Code 45.107*

Investments donated to a district for a particular purpose or under terms of use specified by the donor are not subject to the requirements of the Public Funds Investment Act. *Gov't Code 2256.004(b)*

**Electronic Funds
Transfer**

A district may use electronic means to transfer or invest all funds collected or controlled by the district. *Gov't Code 2256.051*

Investment Authority

The Superintendent or other person designated by Board resolution shall serve as the investment officer of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures. All investment transactions except investment pool funds and mutual funds shall be settled on a delivery versus payment basis.

**Approved
Investment
Instruments**

From those investments authorized by law and described further in CDA(LEGAL) under Authorized Investments, the Board shall permit investment of District funds, including bond proceeds and pledged revenue to the extent allowed by law, in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009.
2. Certificates of deposit and share certificates as permitted by Government Code 2256.010.
3. Fully collateralized repurchase agreements permitted by Government Code 2256.011.
4. A securities lending program as permitted by Government Code 2256.0115.
5. Banker's acceptances as permitted by Government Code 2256.012.
6. Commercial paper as permitted by Government Code 2256.013.
7. No-load mutual funds, except for bond proceeds, and no-load money market mutual funds, as permitted by Government Code 2256.014.
8. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.
9. Public funds investment pools as permitted by Government Code 2256.016.

Safety

The primary goal of the investment program is to ensure safety of principal, to maintain liquidity, and to maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month period any market price losses resulting from interest-rate fluctua-

tions by income received from the balance of the portfolio. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

**Investment
Management**

In accordance with Government Code 2256.005(b)(3), the quality and capability of investment management for District funds shall be in accordance with the standard of care, investment training, and other requirements set forth in Government Code Chapter 2256.

**Liquidity and
Maturity**

Any internally created pool fund group of the District shall have a maximum dollar weighted maturity of 180 days. The maximum allowable stated maturity of any other individual investment owned by the District shall not exceed one year from the time of purchase. The Board may specifically authorize a longer maturity for a given investment, within legal limits.

The District's investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements.

Diversity

The investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from overconcentration of assets in a specific class of investments, specific maturity, or specific issuer.

**Monitoring Market
Prices**

The investment officer shall monitor the investment portfolio and shall keep the Board informed of significant changes in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, depository banks, commercial or investment banks, financial advisers, and representatives/advisers of investment pools or money market funds. Monitoring shall be done at least quarterly, as required by law, and more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

**Monitoring Rating
Changes**

In accordance with Government Code 2256.005(b), the investment officer shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

Funds/Strategies

Investments of the following fund categories shall be consistent with this policy and in accordance with the applicable strategy defined below. All strategies described below for the investment of a particular fund should be based on an understanding of the suitability of an investment to the financial requirements of the District and consider preservation and safety of principal, liquidity, marketability of an investment if the need arises to liquidate before maturity, diversification of the investment portfolio, and yield.

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| | |
|--------------------------------|--|
| Operating Funds | Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements. |
| Custodial Funds | Investment strategies for custodial funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements. |
| Debt Service Funds | Investment strategies for debt service funds shall have as their primary objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Maturities longer than one year are authorized provided legal limits are not exceeded. |
| Capital Project Funds | Investment strategies for capital project funds shall have as their primary objective sufficient investment liquidity to timely meet capital project obligations. Maturities longer than one year are authorized provided legal limits are not exceeded. |
| Safekeeping and Custody | The District shall retain clearly marked receipts providing proof of the District's ownership. The District may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with District funds by the investment pool. |
| Sellers of Investments | <p>Prior to handling investments on behalf of the District, a broker/dealer or a qualified representative of a business organization must submit required written documents in accordance with law. [See Sellers of Investments, CDA(LEGAL)]</p> <p>Representatives of brokers/dealers shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC) and be in good standing with the Financial Industry Regulatory Authority (FINRA).</p> |
| Soliciting Bids for CDs | In order to get the best return on its investments, the District may solicit bids for certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods. |
| Interest Rate Risk | <p>To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use final and weighted-average-maturity limits and diversification.</p> <p>The District shall monitor interest rate risk using weighted average maturity and specific identification.</p> |
| Internal Controls | A system of internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to |

protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important shall include:

1. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds.
2. Avoidance of collusion.
3. Custodial safekeeping.
4. Clear delegation of authority.
5. Written confirmation of telephone transactions.
6. Documentation of dealer questionnaires, quotations and bids, evaluations, transactions, and rationale.
7. Avoidance of bearer-form securities.

These controls shall be reviewed by the District's independent auditing firm.

Annual Review

The Board shall review this investment policy and investment strategies not less than annually and shall document its review in writing, which shall include whether any changes were made to either the investment policy or investment strategies.

Annual Audit

In conjunction with the annual financial audit, the District shall perform a compliance audit of management controls on investments and adherence to the District's established investment policies.

Recommendations

1. The administration recommends no changes to the District's investment policies CDA (Local).
2. The administration recommends the following staff members to serve as investment officers:
 - Pam Sanchez, Assistant Superintendent of Business Services
 - Brad Goerke, Director of Finance
3. Government Code, Chapter 2256 requires investment officers to receive instruction relating to investment responsibilities under the Public Funds Investment Act from an independent source approved by the Board or a designated investment committee advising the investment officer, as provided for in the District's investment policy. We recommend the following providers for investment training:
 - First Public
 - Hilltop Securities
 - Government Treasurers of Texas (GTOT)
 - PFM Asset Management, LLC
 - Regional Education Service Center 13
 - Texas Association of School Administrators (TASA)
 - Texas Association of School Boards (TASB)
 - Texas Association of School Business Officials (TASBO)
 - Texas State University
 - TexPool Academy
 - University of North Texas Public Management
4. We recommend approval of the 2022-2023 Annual Investment Report.

RESOLUTION NO. 101823-01

A RESOLUTION ADOPTING INVESTMENT STRATEGY AND DESIGNATION OF INVESTMENT OFFICERS

WHEREAS, Government Code Chapter 2256, commonly referred to as the Public Funds Investment Act requires the Lake Travis Independent School District to adopt by resolution a written investment policy regarding the investment of its funds and funds under its control, and to review, not less than annually, its investment policy and investment strategy and adopt an instrument stating that it has reviewed the investment policy and investment strategy, and record any changes made to either the investment policy or investment strategy, and

WHEREAS, the Public Funds Investment Act requires the Lake Travis Independent School District to designate by resolution one or more officers or employees to be responsible for the investment of its funds consistent with the investment policy and investment strategy.

NOW THEREFORE BE IT RESOLVED:

THAT the Board of Trustees of Lake Travis Independent School District has reviewed the District’s investment policies under Board Policy CDA (LEGAL) and CDA (LOCAL) and the Investment Strategy;

AND THAT Lake Travis Independent School District designates individuals who hold the positions of Assistant Superintendent of Business Services and Director of Finance as investment officers responsible for the investment of District funds.

PASSED AND APPROVED BY A MAJORITY OF THE BOARD OF TRUSTEES ON THIS THE 18th DAY OF OCTOBER 2023.

APPROVED:

ATTEST:

John Aouelle
President, Board of Trustees

Erin Archer
Secretary, Board of Trustees



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Resolution No. 101823-02 Regarding Adoption of Authorized Broker/Dealer List

RECOMMENDED ACTION

For approval with Consent Agenda.

RATIONALE

Per Governmental Code 2256.025, the Board of Trustees is required annually to adopt a Resolution to approve a list of qualified brokers and dealers who are authorized to engage in investment transactions with the district. The attachment includes the list of approved firms with no changes being recommended.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services

Brad Goerke – Director of Finance

ATTACHMENTS

Resolution No. 101823-02

MEETING DATE

October 18, 2023

RESOLUTION NO. 101823-02

A RESOLUTION ADOPTING AUTHORIZED BROKER/DEALER LIST

WHEREAS, the Public Funds Investment Act (Texas Government Code, Chapter 2256) governs local government investment; and

WHEREAS, the Public Fund Investment Act (Section 2256.025) requires the governing body or its designated investment committee, no less than annually, to review, revise and adopt a list of qualified broker/dealers authorized to engage in investment transactions; and

WHEREAS, the following broker/dealers are recommended for approval.

NOW, THEREFORE, BE IT RESOLVED that:

Capital One
Coastal Securities
Hilltop Securities
JP Morgan Chase
Merrill Lynch
Morgan Keegan
Oppenheimer & Co., Inc.
Raymond James
RBC Global Asset Management
TCG Advisors
Wells Fargo Advisors

are authorized as broker/dealers for Lake Travis Independent School District.

In accordance with the Investment Policy, a copy of the Investment Policy will be sent to each broker/dealer on the list whenever a material change is made to the Policy.

Any qualified Texas bank used for time or demand deposits may be approved by the investment officers as identified through the competitive process without Board action.

That the Lake Travis Independent School District has complied with the requirements of the Public Funds Investment Act and the list of authorized broker/dealers is hereby adopted.

PASSED AND APPROVED BY A MAJORITY OF THE BOARD OF TRUSTEES ON THIS THE 18th DAY OF OCTOBER 2023.

APPROVED:

ATTEST:

John Aouelle
President, Board of Trustees

Erin Archer
Secretary, Board of Trustees



AGENDA ITEM ACTION SHEET

AGENDA ITEM

September 20, 2023 Board Meeting Minutes

RECOMMENDED ACTION

For approval with Consent Agenda.

RATIONALE

Minutes for each Board meeting shall be approved and on file in the Superintendent's office.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Suzanne Kelbaugh - Executive Assistant to the Superintendent of Schools

ATTACHMENTS

September 20, 2023 Board Meeting Minutes

MEETING DATE

October 18, 2023

Minutes of Board Meeting

The Board of Trustees

Lake Travis Independent School District

A meeting of the Board of Trustees of Lake Travis Independent School District was held on September 20, 2023, beginning at 6:00 p.m. in the Educational Development Center, Live Oak Room, 607 RR 620 North, Austin, Texas 78734.

Call to Order

Vice President Kim Flasch called the meeting to order at 6:00 p.m.

Quorum Determination

Trustees in attendance were Erin Archer, Phillip Davis, Keely Cano, Lauren White, Kim Flasch, and Rob Aird. Trustee John Aouelle was absent.

Pledge of Allegiance and Moment of Silence

Chris Woehl, led the Pledge of Allegiance. A moment of silence was then observed.

Recognition

- **Lake Travis Education Foundation (LTEF) Big Check Presentation**

Evalene Murphy, Assistant Superintendent of Employee and Community Relations, presented the Lake Travis Education Foundation (LTEF) is a nonprofit organization that supports the Lake Travis ISD mission to educate all students through a comprehensive curriculum. LTEF is a vital component of the Lake Travis ISD. They raise the funds necessary to add enrichment programs for all grade levels, and instructional enhancement tools such as technology for the classrooms, that are not considered core requirements under Texas Education Agency (TEA) guidelines.

Jeff Haley, 2022 - 2023 President of the LTEF will present a check to the LTISD Trustees for Lake Travis ISD in the amount of \$588,000.

LTEF Board of Directors for the 2023-2023 School Year:

President:

Jeff Haley

Treasurer:

Tonya Boggan

Natalie Kloss-Biagini

Geoff Land

Natalia Mack

Past President:

Vince Abio

Secretary:

Monica R. Hall-Porter,
PhD

Sarah McAloon

Ann Mitchell

Kyle Morgan

President Elect:

Russell Hayden

Directors:

Bridget Dalrymple

Natalie Nugent

Aimee Riebold

Andrea Steimle

Vice Presidents:

Krystle Alvarado

Kris Devlin

Gina Dreesen

Windsar Fields

Kambria Thomas

Erin Warner

Jared Black

Jennifer Goff

Tiffany Greenberg

Annmarie Hatfield

Maureen Wentworth

Frank West

Robert White

Gary Wolff

Special Recognition.

Public Comments/Citizen Participation

1. Jennifer Fleck – LTISD promotes Transition minor gender
2. Susan Harbin - Academics

Presentation / Discussion Items

- **Preliminary Design of the New Competition Gym and Fine Arts Addition at Lake Travis High School**

Pam Sanchez, Assistant Superintendent of Business Services, introduced Bo Ledoux, Jeffrey Floyd, Cody Holt and Diego Rosero from Claycomb Associates, Inc. to provide the LTISD Board of Trustees with a preliminary design for the new competition gym and Fine Arts addition at Lake Travis High School.

This item was for presentation/ discussion only; no action was requested.

- **Curriculum & Instruction Services – Career and Technical Education Update**

Lori Wristers, Coordinator – Curriculum & Instruction, Secondary provided an update to the Board of Trustees on the following items:

- Overview of Career Clusters offered at LTHS
- CCMR and School Accountability
- CTE Participation Numbers
- Numbers of Certificates, Industry Based Certifications, AP Credit, PLTW
- LTHS honored as a 2022-23 PLTW Distinguished School
- CTSO Participation and Success 2022-23
- CTE Goals 2023-24

This item was for presentation/ discussion only; no action was requested.

- **2023-2024 Enrollment Update**

Pam Sanchez presented that Lake Travis ISD projects enrollment each year for the coming school year, staff accordingly and then monitors actual enrollment at the beginning of the year, adjusting staffing as needed. Current enrollments for the first three weeks of school were reviewed.

This item was for presentation/ discussion only; no action was requested.

- **August 2023 Monthly Financial Reports - Statement of Revenues and Expenditures, Balance Sheet, Tax Statement, 2018/2023 Capital Projects Report and Quarterly Investment Report**

Pam Sanchez, Assistant Superintendent of Business Services, presented the following documents:

1. Statement of Revenues and Expenditures- August 2023
2. Balance Sheet - August 2023
3. Tax Statement- August 2023
4. 2018 Capital Projects Report – August 2023
5. 2023 Capital Projects Report- August 2023
6. Quarterly Investment Report – August 2023

This item was for discussion/presentation only; no action was requested.

- **2022-2023 Annual Investment Report**

Pam Sanchez presented that in accordance with Board Policy CDA (Local), a comprehensive report of the investment activity for the year is required to be presented to the Board annually.

This item was for discussion/presentation only; no action was requested.

- **Resolution No. 101823-01 Regarding Adoption of the Investment Strategy and Designation of Investment Officers**

Pam Sanchez presented that the school district investments in the State of Texas are governed by Chapter 2256 of the Texas Government Code (Public Funds Investment Act). All investments made by the district shall comply with the Public Funds Investment Act and all federal, state, and local statutes and regulations. The Board of Trustees must review its investment policy and strategies on an annual basis.

The administration recommends no changes to the Board Policy CDA (Local).

This item was for discussion only, action will be requested at the October 18, 2023 meeting.

- **Resolution No. 101823-02 Regarding Adoption of Authorized Broker/Dealer List**

Pam Sanchez presented that per Governmental Code 2256.025, the Board of Trustees is required annually to adopt a Resolution to approve a list of qualified brokers and dealers who are authorized to engage in investment transactions with the district. The attachment includes the list of approved firms with no changes being recommended.

This item was for discussion only, action will be requested at the October 18, 2023 meeting.

- **2023 Preliminary School FIRST Rating**

Pam Sanchez, presented that Lake Travis ISD has received its preliminary 2023 School Financial Integrity Rating System of Texas (FIRST) rating based on financial indicators per 19 Texas Administrative Code (TAC), Section 109.1001(e)(6). A school district's School FIRST rating is based upon an analysis of financial data for fiscal year ended August 31, 2022. If the district does not submit an appeal, the preliminary rating becomes final on September 7, 2023. Within two months of the release of the final ratings, each school district must announce and hold a public meeting to distribute a financial management report that explains the district's rating and its performance under each of the 20 indicators for the prior year. The first of two required published newspaper notices, to inform taxpayers of the meeting, may not be more than 30 days or less than 10 days prior to the public meeting in accordance with 19 TAC, Section 109.1005. The public meeting will take place at the regular scheduled meeting on October 18, 2023.

This item was for discussion only, the Public Hearing will take place at the October 18, 2023 meeting.

- **Board Notification under Board Policy CH (LOCAL) – Vehicles for Special Services**

The Board delegates to the Superintendent or designee the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services that costs \$100,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place. The Superintendent shall not be

required to obtain Board approval for the following types of budgeted purchases that cost \$100,000 or more, but shall subsequently report them to the Board:

1. A purchase made pursuant to a Board-approved interlocal contract, in accordance with law.
2. A purchase made through a cooperative purchasing program, in accordance with law.
3. A purchase made through a state purchasing program that satisfies the District's obligation for competitive purchasing;
4. A purchase for produce or fuel.

Lake Travis ISD has the following budgeted purchase that requires Board notification:

- Standard Special Education Van – 56,492.70
- Special Education Van with Mobility Ramp - \$73,786.70

This item was for discussion/presentation only; no action was requested.

Consideration Items

- **2023-2024 School Health Advisory Council Membership**
Jennifer Lyon presented the potential SHAC committee list for 2023-2024 school year as proposed by the SHAC Board Selection Committee.

SHAC Committee Members 2023-2024:

BCE Parent Monica Hall-Porter
BCE Parent Angela Grossman
LWE, BCMS Parent Jenny McCann
LWE, HBMS Parent Corina Semph
LWE Parent David Powell
LWE, HBMS, LTHS Parent Gina Dressen
LTHS Parent Alison Blake
LTHS Parent Sherri Besecker
LTE, HBMS, LTHS Parent Christine Badillo
LTMS, LTHS Parent Katherine Gentry
LTMS, LTHS Parent Mike Reed
LPE Parent Jaclyn Tully *Parent CoChair
LPE, BCMS Parent Kristen Woodcock
RHE Parent Amberly Marston
RHE Parent Kelly Bertone
SHE Parent Jodie Dover
WCHE, LTMS, LTHS Parent Shelia White
WCHE Parent Kimberly Tucker
Community Member Susan LaCroix
Director of HSEL Jennifer Lyon *CoChair/Facilitor
Lead Nurse Becca Harkleroad
Dietitian- FANS Marissa Bell
Teacher Danielle Zibilski
Counselor Surita Scholla
Administrator Kim Kellner
Coord. Community Programs Suzi Menfi
LTISD Police Andy Michael

A **MOTION** was made by Trustee Phillip Davis and seconded by Trustee Kelly Cano to approve of 2023-2024 SHAC Committee as presented with the addition of two high school students Emily Archer and Cole Argent.

The motion passed by a vote of 6 -0.

- **2023 Texas Public Information Act Calendar**

Allyson Collins, General Counsel, presented that the Lake Travis Independent School District is a public school district subject to the Texas Public Information Act (referred to as PIA). The 88th Texas Legislature authorized the passage of HB 3033 which revised the Act by adding section 552.0031 to the Government Code, defining “business days” for purposes of the PIA. Effective September, 1 the section defines “business day” to mean any day other than a Saturday or Sunday, a national holiday, or a state holiday and establishes that a school district board of trustees may designate up to ten (10) additional days per calendar year as nonbusiness days.

The district’s 2023-2024 academic calendar includes non-school days that are not Saturdays, Sundays, or state or national holidays. Designating additional nonbusiness days will allow school staff to better align with the district’s academic calendar when responding to public information requests. The Administration has designated the specific dates listed in the attachment as “nonbusiness days” for purposes of the Public Information Act for the 2023 calendar year. Future action by the Board will be required to designate nonbusiness days for the 2024 calendar year and each subsequent calendar year.

A **MOTION** was made by Trustee Phillip Davis and seconded by Trustee Lauren White to approve of the 2023 Texas Public Information Act Calendar.

The motion passed by a vote of 6- 0.

- **Election Voting System Resolution No. 092023-01**

Pam Sanchez presented for the upcoming November 7, 2023 Bond Election, Travis County has obtained new voting equipment since the last time the District held an election, the Board must approve a resolution adopting the new voting equipment.

A **MOTION** was made by Trustee Robert Aird seconded by Trustee Phillip Davis to Adopt Resolution No. 092023-01 for the Election Voting System provided by Travis County.

The motion passed by a vote of 6 - 0.

- **Request for Proposal (RFP) – Lake Travis Middle School Wastewater Force Main Conversion Project**

Under Section 44.031(a) of the Texas Education Code (TEC), all district contracts for the purchase of goods and services, valued at \$50,000 or more in the aggregate for each 12-month period, shall be made by the method that provides the best value for a district:

1. Competitive bidding;
2. Competitive sealed proposals;

3. A request for proposals;
4. An interlocal contract.

The District is converting Lake Travis Middle School wastewater services from the current onsite sewage facility to Sweetwater Lazy Nine MUD. The Lake Travis ISD Purchasing Department in partnership with Malone Wheeler issued an RFP for construction contractor with a closing date of July 26, 2023 and anticipated award date of September 20, 2023, with Board approval. The District received three responses. Based on the evaluation criteria, the District recommends awarding the contract to Nelson Lewis, Inc.

A MOTION was made by Trustee Keely Cano seconded by Trustee Erin Archer to award of Lake Travis Middle School Wastewater Force Main Conversion Project to Nelson Lewis, Inc. and Authorize the Superintendent or Designee to Negotiate, Execute and Amend, as necessary, the Contract.

The motion passed by a vote of 6- 0.

- **Consideration and Action on a Resolution Establishing the District’s Intention to Reimburse Itself for Capital Expenditures from a Future Series of Tax-Exempt Debt and Other Matters Related Thereto**

The District anticipates the need to begin capital projects included in the 2023 bond election prior to the funding of the 2023 bond program if approved by voters. As such, the District requests the reimbursement of the expenditures from bond resources.

A MOTION was made by Trustee Phil Davis seconded by Trustee Keely Cano to approve a Resolution authorizing the District’s intent to reimburse itself from bond proceeds.

The motion passed by a vote of 6 - 0.

- **2023-2024 T-TESS Appraisal Calendar and Appraisal Roster**

The Texas Agency Commissioner’s Rules requires the District to establish a calendar for teacher appraisals that reflects the following guidelines:

1. Exclude observations in the three weeks after the day of completion of the T-TESS orientation in the school years when an orientation is required;
2. Exclude observations in the three weeks after the day of completion of the T-TESS orientation for teachers new to the District or the T-TESS evaluation system; and
3. Indicate a period for summative annual conferences that ends no later than 15 working days before the last day of instruction for students.

The 2023 – 2024 T-TESS Appraisal calendar meets these requirements.

| Activity | Deadline |
|--|---|
| Annual Campus Orientation for All Teachers | August 2023 |
| Orientation for Late Hires | Within first 3 weeks of starting school |
| First Day of Observations | September 19, 2023 |
| Goal Setting Conferences and Development Plans Completed | October 13, 2023 |
| End-of-Year Conference Period Begins | January 23, 2024 |
| Last Day of Observations | May 6, 2024 |
| End-of-Year Conference Period Ends | May 6, 2024 |

| | |
|--|---------------|
| Summative Annual Appraisal Reports Completed | May 6, 2024 |
| Evaluations Due to HR Office | June 26, 2024 |

Note: The first 3 weeks and last 15 days of school are excluded from formal observations.

The Texas Agency Commissioner’s Rules require that a list of qualified appraisers who may appraise teachers shall be approved by the Board of Trustees. The appraisers must meet the following criteria:

1. The teachers’ supervisor shall conduct the teacher’s appraisal and must hold a superintendent, mid management (principal), or supervisor certification, or must hold comparable certificates established by the State Board for Educator Certification.
2. An appraiser other than the teacher’s supervisor must be approved by the Board, hold a valid teaching certificate and have at least two years of teaching experience.

The attached list of appraisers meets these requirements:

2023-2024 T-TESS Appraisal Roster

| | |
|-------------------------------|--|
| Bee Cave Elementary | Kim Kellner Ashley Nauta Rida Ortego |
| Lake Pointe Elementary | Karen Reich Julianne Jenkerson |
| Lakeway Elementary | Sam Hicks Laura Sykes |
| Lake Travis Elementary | Lizeth Thompson Stacey Brown |
| Rough Hollow Elementary | Vanessa Randels Nicole Taylor |
| Serene Hills Elementary | Keegan Luedecke Lorraine Lopez |
| West Cypress Hills Elementary | Amy Russ Chareese Hatfield |
| Hudson Bend Middle School | Laura Keogh Clark Frederickson Brian Gill |
| Lake Travis Middle School | Rebecca Hudson Keitha St. Clair Cristy Rizzoli |
| Bee Cave Middle School | Melanie Beninga Cody Redfern |
| Lake Travis High School | Debbie Garinger Sheri Remore Sebastian Espinoza Mason Whitfield Sandra Surdy |

| | |
|-----------------------|--|
| | Julie Haney |
| District - Alternates | Stefanie Vickery Amanda Prehn Angela Hrapchak Shannon Gill Shelly Schuessler |

Pending: Fela Mathy
Ryan O'Donoghue
Stuart Foreman
Chad Ouellette
Tatiana Chavez
Denise Wake

A **MOTION** was made by Trustee Keely Cano seconded by Trustee Phil Davis to approve the appraisal calendar and roster of T-TESS certified administrators.

The motion passed by a vote of 6 - 0.

Consent Agenda

- **July 19, 2023 Board Meeting Minutes**
- **Resolution Regarding Extracurricular Status of a 4-H Organization**
- **Memorandum of Understanding (MOU) for Lake Travis ISD and for the Juvenile Justice Alternative Education Program (JJAEP) Cooperative of Travis County**

A **MOTION** was made by Trustee Erin Archer and seconded by Trustee Phillip Davis to approve the consent agenda items as presented.

The motion passed by a vote of 6 - 0.

Closed Session

Trustees adjourned into Closed Session at 7:52 p.m., as permitted by Texas Government Code 551.001 et seq.

1. Consultation with Attorney – Section 551.071

Trustees returned from closed session at 8:24 p.m.

- **Consideration and possible action regarding pending litigation in Cause No. D-1-GN-23-001104 pending in the 455th Judicial Court of Travis County, including possible consideration and action on proposal for resolution.**
In accordance with Texas Government Code and Board Policy, the Board of Trustees may review pending litigation in closed session.

A **MOTION** was made by Trustee Keely Cano seconded by Trustee Phil Davis to approve the proposed resolution and authorize the Superintendent to execute the settlement agreement.

The motion passed by a vote of 6 - 0.

Upcoming Meetings and Events

Board Vice President Kim Flash announced the following upcoming meetings and events:

- October 18, 2023 – 6:00 p.m. Monthly Board Meeting, EDC
- November 15, 2023 – 6:00 p.m. Monthly Board Meeting, EDC

Closed Session

Trustees adjourned into Closed Session at 8:26 p.m., as permitted by Texas Government Code 551.001 et seq.

Section 551.074 - Personnel Matters

1. The Board will discuss the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees or officials. (This may involve consultation with attorney as permitted under Section 551.071)

Section 551.072 - Deliberation Regarding Real Property

1. The Board will discuss the purchase, exchange, lease or value of real property. (This may involve consultation with attorney as permitted under section 551.071.)

Section 551.0821 - School Board: Personally Identifiable Information About a Public School Student

1. The Board will discuss personally identifiable information about a public school student.

Section 551.076 - Deliberation Regarding Security Devices or Security Audits; Closed Meeting. This chapter does not require a governmental body to conduct an open meeting to deliberate:

1. The deployment, or specific occasions for implementation of security personnel or devices.

Adjournment

There being no further action, the September 20, 2023 Board of Trustees' meeting adjourned at 10:16 p.m.

John Aouelle, President

Erin Archer, Secretary



AGENDA ITEM ACTION SHEET

AGENDA ITEM

2023-2024 T-TESS Appraisal Calendar and Appraisal Roster

RECOMMENDED ACTION

For approval with Consent Agenda.

RATIONALE

The Texas Agency Commissioner's Rules require that a list of qualified appraisers who may appraise teachers shall be approved by the Board of Trustees. The appraisers must meet the following criteria:

1. The teachers' supervisor shall conduct the teacher's appraisal and must hold a superintendent, midmanagement (principal), or supervisor certification, or must hold comparable certificates established by the State Board for Educator Certification.
2. An appraiser other than the teacher's supervisor must be approved by the Board, hold a valid teaching certificate and have at least two years of teaching experience.

The attached list of appraisers meets these requirements.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Evalene Murphy - Assistant Superintendent of Employee & Community Relations

ATTACHMENTS

2023-2024 T-TESS Appraisal Roster

MEETING DATE

October 18, 2023



2023-2024 T-TESS Appraisal Roster

| Site | Appraiser |
|-------------------------------|---|
| Bee Cave Elementary | Kim Kellner Ashley Nauta Rida Ortego |
| Lake Pointe Elementary | Karen Reich Julianne Jenkerson |
| Lakeway Elementary | Sam Hicks Laura Sykes |
| Lake Travis Elementary | Lizeth Thompson Stacey Brown |
| Rough Hollow Elementary | Vanessa Randels Nicole Taylor |
| Serene Hills Elementary | Keegan Luedecke Lorraine Lopez |
| West Cypress Hills Elementary | Amy Russ Chareese Hatfield |
| Hudson Bend Middle School | Laura Keogh Clark Frederickson Brian Gill Tatiana Chavez |
| Lake Travis Middle School | Rebecca Hudson Keitha St. Clair Cristy Rizzoli |
| Bee Cave Middle School | Melanie Beninga Cody Redfern Chad Ouellette |
| Lake Travis High School | Debbie Garinger Sheri Remore Sebastian Espinoza Mason Whitfield Sandra Surdy Julie Haney Fela Mathy |
| District - Alternates | Stefanie Vickery Amanda Prehn Angela Hrapchak Shannon Gill |



| | |
|--|-------------------|
| | Shelly Schuessler |
|--|-------------------|

Pending: Ryan O'Donoghue
Stuart Foreman
Denise Wake